

**BOARD OF SELECTMEN
MEETING AGENDA**

**Fuller Meadow School
Nathan Media Center
143 South Main Street, Middleton, MA 01949
Tuesday, September 18, 2018
7:00 PM**

This meeting is being recorded

1. 7:00 PM Warrants
Minutes: August 14, 2018 open session; August 14, 2018 executive session
Town Administrator updates and reports
2. 7:05 PM Public Hearing: Request from Attorney James Burke for a New License for a Restaurant Beer and Wine Beverages Liquor License and Common Victualler License, located at 81 North Main Street, Middleton, on behalf of Rizzo's Middleton, LLC., by owner and manager George Rozopoulos
3. 7:15 PM Application to change location of Middleton House of Pizza from 251 South Main St, Middleton MA to 221 So Main Street, Unit C, Middleton MA for the existing Common Victualler License by Nektario Demakes , Manager
4. 7:20 PM Application of New Common Victualler License for Starbucks Corporation, d/b/a Starbucks Coffee, Manager Thomas Martinello Jr, 221-227 So Main Street, Middleton MA by DPB Consulting Services, Daniel Brennan Jr
5. 7:30 PM Vote to appoint Richard Cardinale to the Bylaw Review Committee for a term expiring June 30, 2021
6. 7:20 PM Vote to appoint Sarah B. George to the Board of Registrars for a term expiring June 30, 2020
7. 7:25 PM Review and vote to accept and authorize the Fire Chief to expend FEMA-Assistance for Firefighters Grant in the amount of \$168,800
8. 7:30 PM Discuss Special Town Meeting tentatively scheduled for Tuesday, November 13, 2018, for the purpose of acquiring land on which to build municipal buildings and funding to undertake site planning
9. 7:40 PM Review and vote to adopt Fraudulent Financial Activities Policy
10. 7:35 PM Review and vote to adopt Travel Expense and Reimbursement Policy
11. 7:40 PM Vote to act on the recommendation of the Town Administrator and appoint an Assistant Town Administrator/Human Resources Coordinator through June 30, 2021
12. 7:45 PM Review and vote to adopt Town Administrator goals for FY19
13. 7:55 PM Discuss and Vote the request for signage as you enter from Liberty Street facing in a southerly direction before the intersection of Circle Street.
14. 8:00 PM New Business: Reserved for topics that the Chair did not reasonably anticipate
15. 7:55 PM Executive session under GL c. 30A, s. 21(a)(6), to consider the purchase, acquisition, or value of real property off South Main Street and Boston Street where the Chairman declares discussion in open session would have a detrimental effect on the position of the Town.
The Board reserves the right to consider items on the agenda out of order. Not all items listed may in fact be discussed and other items not listed may also be brought up for discussion to the extent permitted by law.

**Minutes of the MIDDLETON BOARD OF SELECTMEN
Fuller Meadow School
Nathan Media Room
143 South Main Street, Middleton, MA 01949
August 14, 2018 7:00PM**

Present: Kosta Prentakis, Timothy Houten, Todd Moreschi, Rick Kassiotis

Absent: Brian Cresta

Others Present: Town Administrator Andrew Sheehan, Minutes Secretary Judi Stickney, Fire Chief Tom Martinuk

Chairman Kosta Prentakis called the meeting to order at 7:03PM

7:00PM

- **Warrants:** Town Administrator Andrew Sheehan provided a brief review of Warrant #1903, dated 8/2/18, for Payroll in the amount of \$452,918; and Bills Payable in the amount of \$1,793,581, as well as Warrant #1904, dated 8/16/18, for Payroll in the amount of \$494,828; and Bills Payable in the amount of \$3,116,088 (includes Masconomet assessment), and the Board took the following action:
 - On a **MOTION** made by **Houten**, second by **Moreschi**, the Board of Selectmen **VOTED** unanimously to approve both warrants, as presented.
- **Minutes:**
 - **July 17, 2018 Open Session**
 - **July 17, 2018 Executive Session**After a brief review of available minutes, the Board took the following action:
 - On a **MOTION** made by **Houten**, second by **Prentakis**, the Board of Selectmen **VOTED** unanimously to accept the minutes of July 17, 2018 Open Session and July 17, 2018 Executive Session, as submitted. **Moreschil abstained**
- **Town Administrator Updates and Reports:** Town Administrator Andrew Sheehan provided the Board with updates and information on the following:
 - **Lakeview Avenue Water Pressure:** Sheehan advised that the booster pumps have been installed.
 - **Cumberland Farms Walking Path:** Sheehan advised the walking path is finished. He thanked Cumberland Farms for completing the path as well as those in town who assisted with the project.
 - **Retirements:** Judy Gallery, assistant librarsry director, wish Judy a long and eventful retirement. She will be volunteering for awhile at the library.
 - **Financial Management Policies Update:** Town Accountant Sarah Wood has been updating the town's financial management policies. Sheehan added that some of the policies being updated include Petty Cash Policy, Cash Reimbursment Policy in the coming weeks.

- **Construction Updates:** North of the square, 177 North Main, which will be the future home of Salem Metals and Regal Fabrics. Further on the left side of North Main, contractor condominiums mostly rented out. Rizo's Roast Beef, Essex and North Main coming in for common vic and liquor. There's another bay in there, nothing yet.
- **Residential project:** Essex Street, East and Peabody, continue to move along. He will continue to update the Board on projects.
- **September 11, 2018 Meeting:** Ascertainment Hearing for cable contracts with Verizon and Comcast. Sheehan provided the Board with a brief update on the Cable Advisory Meeting held earlier tonight and encouraged residents to provide comments and input on their cable service.
- **September 4, 2018 State Primary:** Tomorrow is the last day to register to vote. There is additional information on the home page of the website.
- **Digitized Packets:** Sheehan advised that they would like to do away with the paper packets.
- **Fire Prevention Grant:** Chief Martinuk \$3,000 fire prevention grant from FM Mobile.

7:15 PM Eagle Scout Project: Eagle Scout candidate, John Russo, from Middleton's Troop 19, met with the Board to discuss his Eagle Scout project to renovate a playground behind Fuller Meadow School. Selectman Chair Prentakis noted that Troop 19 has had an impressive number of Eagle Scouts over the years. He introduced John Russo to the Board and Russo provided the Board with his background in scouting and details on his project for building an outdoor classroom behind Fuller Meadow School. Russo added that he is soliciting funds for the project, which will cost approximately \$5,000. Russo is accepting donations to purchase benches and material to build the project. Russo answered the Board's questions on his project and the Board encouraged anyone watching to contribute to the project.

7:22 PM Review and Discuss Main Street Grill's Compliance with Terms of its License: Selectman Chair Prentakis provided a brief history on Main Street Grill's compliance with Terms of its license. Town Administrator Sheehan provided the Board with an update on Main Street Grill's bill-paying issues, noting municipal and state agencies that are owed money from Main Street Grill. Sheehan added that the Department of Revenue has modified their agreement for payment schedule with Main Street Grill. After a brief discussion, the Board decided to invite Main Street Grill owners to the next meeting to discuss. At that time, they will schedule a public hearing if non-compliant

7:26 PM Review and Vote to Accept Deeds: Melissa Ogden of Mann & Mann PC, provided the Board with a brief presentation on the deeds for Lot B East Meadow Lane and Lot C Clinch Circle (Ridgewood Estates) to be held for conservation purposes in accordance with the subdivision approvals issued by the Planning Board.

On a MOTION made by **Houten kassiotis to accept the deed on East Meadow Lane.**

Houten/Moreschi Lot C Clinch Circle

7:30 PM Recreation Commission Appointment: The Board met with Recreation Commission candidate James Desrochers to discuss his background and interest in serving on the Recreation Commission. After a brief discussion, the Board took the following action:

On a **MOTION** made by **Kassiotis**, second by **Moreschi**, the Board of Selectmen **VOTED** to appoint James Desrochers to the Recreation Commission for a term expiring June 30, 2021.

7:31 PM Vote to Appoint a Superintendent of Public Works:

**** Before discussion, Selectman Todd Moreschi recused himself from the meeting, due to Moreschi's relationship with the candidate. ****

Town Administrator Andrew Sheehan provided the Board with the process followed to bring them to the recommendation of briefly discussed the recommendation of the Town Administrator to appoint Ken Gibbons as the Superintendent of Public Works. Mr. Gibbons met with the Board and and took the following action:

On a **MOTION** made by **Kassiotis**, second by **Houten**, the Board of Selectmen **VOTED** unanimously to act on the recommendation of the Town Administrator and appoint Kenneth Gibbons a Superintendent of Public Works through June 30, 2021.

7:35 PM Vote to Reappoint Election Clerk: The Town Administrator advised the Board that they need to reappoint Eileen Bakoian as Election Clerk, and the Board took the following action:

On a **MOTION** made by **Houten**, second by **Kassiotis**, the Board of Selectmen **VOTED** unanimously to reappoint Eileen Bakoian as an Election Clerk with a term expiring June 30, 2021.

7:36 PM Review and Adopt Sick Leave Bank Policy: Town Administrator Andrew Sheehan provided the Board with a brief history on the Sick Leave Bank Policy, which was approved at the May 8th Annual Town Meeting. After a brief discussion, the Board took the following action:

On a **MOTION** made by **Houten**, second by **Kassiotis**, the Board of Selectmen **VOTED** unanimously to adopt the Sick Leave Bank Policy, implementing Chapter 68-38.1 of the Middleton Code, as adopted under Article 30 at the May 8, 2018 Annual Town Meeting.

After the vote, Town Administrator Sheehan advised the Board that they will notify all the bargaining units in town of the policy.

**** Selectman Todd Moreschi returned to the meeting at this time. ****

7:42 PM Review and Adopt Policy for Disposal of Surplus Supplies & Equipment: After a brief review of the proposed policy for disposal of surplus supplies and equipment, as presented by the Town Administrator, the Board took the following action:

On a **MOTION** made by **Moreschi**, second by **Kassiotis**, the Board of Selectmen **VOTED** unanimously to adopt a policy for the disposal of surplus supplies and equipment, as presented by the Town Administrator.

7:45 PM Vote to Declare Surplus: The Board briefly reviewed a request from the Fire Chief to declare as surplus a 1932 Buffalo Pumper Fire Truck with an appraised value of \$3,500-\$4,000, and took the following action:

On a **MOTION** made by **Houten**, second by **Kassiotis**, the Board of Selectmen **VOTED** unanimously to declare the 1932 Buffalo Pumper Fire Truck as surplus.

8:00 PM Vote to Accept a Donation to the Middleton Food Pantry: The Board briefly reviewed the recent donation to the Middleton Food Pantry in the amount of \$800 from the Fidelity Donor Advised Fund for the Jim Tully/Ellen Casey Giving Fund. After review, they took the following action:

On a **MOTION** made by **Kassiotis**, second by **Moreschi**, the Board of Selectmen **VOTED** unanimously to accept the donation to the Middleton Food Pantry in the amount of \$800 from the Fidelity Donor Advised Fund for the Jim Tully/Ellen Casey Giving Fund.

Selectman Chair Prentakis thanked the donors for their generous donation.

7:49 PM New Business:

- **State Election on September 4th:** Selectman Houten reminded everyone that the primary election is scheduled for the day after the long Labor Day weekend and encouraged everyone to get out to vote.

7:50 PM Executive Session:

On a **MOTION** made by **Prentakis**, the Board of Selectmen **VOTED** unanimously by roll call vote to enter into Executive Session, under GL c. 30A, s. 21(a)(6), to consider the purchase, acquisition, or value of real property off South Main Street and Boston Street where the Chairman declares discussion in open session would have a detrimental effect on the position of the Town.

Selectman Clerk Kassiotis called the roll call:

Moreschi: Yes

Houten: Yes

Prentakis: Yes

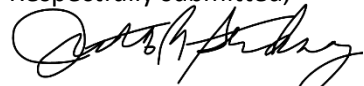
Kassiotis: Yes

MOTION carried unanimously.

9:17 PM ADJOURN

With no further business, on a **MOTION** made by **Houten**, the Board of Selectmen **VOTED** unanimously to adjourn at 9:17 PM.

Respectfully submitted,



Judith A. Stickney, Minutes Secretary

Richard Kassiotis, BOS Clerk

Documents either distributed to the Board of Selectmen before the meeting in a packet or at the meeting:

- 1) Agenda: August 14, 2018
- 2) Warrants:
 - #1903, dated 8/2/18, for Payroll in the amount of \$452,918; and Bills Payable in the amount of \$1,793,581
 - #1904, dated 8/16/18, for Payroll in the amount of \$494,828; and Bills Payable in the amount of \$3,116,088
- 3) Minutes:
 - July 17, 2018 Open Session
 - July 17, 2018 Executive Session
- 4) E-Mail from Town of Danvers to Town Administrator's Office, Re: 245 S Main St, 8/13/18
- 5) E-Mail from MELD to Town Administrator's Office, Re: 245 South Main Street, 8/13/18
- 6) Letter and attachments from Mann & Mann PC to Board of Selectmen, Re: Lot B, East Meadow Lane, Middleton, MA/Conservation Restriction, 7/18/18
- 7) Letter and attachments from Mann & Mann PC to Board of Selectmen, Re: Lot C, Clinch Circle, Ridgewood Estates Subdivision, Middleton, MA/Conservation Restriction, 7/18/18
- 8) Town of Middleton Talent Bank Application: Jim DesRocher: Recreation Commission
- 9) Memo from Town Administrator to Board of Selectmen, Re: Public Works Superintendent Recommendation for Appointment, 8/8/18
- 10) Reappointment Request: Eileen Bakoian: Election Clerk
- 11) Document: Town of Middleton Board of Selectmen Sick Leave Bank Policy, Adopted August 14, 2018
- 12) Town of Middleton Board of Selectmen Policy for Disposal of Surplus Supplies and Equipment, Adopted August 14, 2018
- 13) Fire Truck Appraisal from Capitol Construction Equipment Sales, 1932 Buffalo Pumper Fire Truck, Appraised Value: \$3,500-\$4,000
- 14) Letter from COA Director to Board of Selectmen, Re: Middleton Food Bank Donation/Bostik, 7/31/18
- 15) Letter from Executive Office of Public Safety to Town Administrator, Re: Transition of the ECRECC to the State 911 Department, 8/1/18
- 16) Copy of Letter from Governor Baker to Zachary Ingraham, Re: Governor's High Five Award, 7/16/18
- 17) Waters, Wendall. Middleton firefighter Zachary Ingraham climbs World Trade Center in benefit, Wicked Local Danvers: 12 July 2018
- 18) Letter from Topsfield Fire Department to Middleton Fire Chief, Re: Thank You for Coverage, 7/16/18
- 19) Town of Middleton Board of Appeals: Notice of Decision: 7 River Street LLC, Permit #18-1054, 6/29/18
- 20) Town of Middleton Board of Appeals: Notice of Decision: Michael & Lisa Fiore, Permit #18-1053, 6/29/18

- 21) Commonwealth of Massachusetts Alcoholic Beverages Control Commission Notice of Hearing:
Compliance Check: Mike's Discount Liquors, Inc., DBA Mike's Discount Liquors, License #88926-
PK-0704, 7/26/18
- 22) 2018 Middleton Fall Elections Schedule
- 23) Cable Advisory Committee Meeting Agenda and Meeting Documents, 8/14/18



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

APPLICATION FOR A RETAIL ALCOHOLIC BEVERAGES LICENSE

The following documentation is required as a part of your retail license application.

ABCC investigators reserve the right to request additional documents as a part of their investigation.

- ☒ **Monetary Transmittal Form** with \$200 fee
You can **PAY ONLINE** or include a \$200 check made out to the ABCC
- ☒ **Retail Application** (this packet)
- ☒ **Beneficial Interest - Individual Form**
For any individual with direct or indirect interest in the proposed licensee
- ☒ **Beneficial Interest - Organization Form**
For any organization with direct or indirect interest in the proposed licensee
- ☒ **CORI Authorization Form**
For the manager of record AND any individual with direct or indirect interest in the proposed licensee. This form must be notarized with a stamp*
- ☒ **Proof of Citizenship** for proposed manager of record
Passport, US Birth Certificate, Naturalization Papers, Voter Registration
- ☐ **Vote of the Corporate Board**
A corporate vote to apply for a new / transfer of license and a corporate vote to appointing the manager of record, signed by an authorized signatory for the proposed licensed entity
- ☒ **Business Structure Documents**
If Proposed Licensee is applying as:
 - A Corporation or LLC - **Articles of Organization** from the Secretary of the Commonwealth
 - A Partnership - **Partnership Agreement**
 - Sole Proprietor - **Business Certificate**
- ☐ **Purchase and Sale Documentation**
Required if this application is for the transfer of an existing retail alcoholic beverages license
- ☒ **Supporting Financial Documents**
Documentation supporting any loans or financing, including pledge documents, if applicable
- ☒ **Floor Plan**
Detailed Floor Plan showing square footage, entrances and exits and rooms
- ☒ **Lease**
Signed by proposed licensee and landlord. If lease is contingent upon receiving this license, a copy of the unsigned lease along with a letter of intent to lease, signed by licensee and landlord
- ☒ **Additional Documents Required by the Local Licensing Authority**

* Excludes Officers and Directors of Non-Profit Clubs



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

Print Form

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

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

ECRT CODE: RETA

Please make \$200.00 payment here: <https://www.paybill.com/mass/abcc/retail/>

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

200.00

EPAY CONFIRMATION NUMBER

221002

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

LICENSEE NAME

Rizzo's Middleton, LLC

ADDRESS

81 North Main Street

CITY/TOWN

Middleton

STATE

MA

ZIP CODE

01949

TRANSACTION TYPE (Please check all relevant transactions):

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Cordials/Liqueurs Permit | <input type="checkbox"/> New Officer/Director | <input type="checkbox"/> Transfer of License |
| <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Issuance of Stock | <input type="checkbox"/> New Stockholder | <input type="checkbox"/> Transfer of Stock |
| <input type="checkbox"/> Change of License Type | <input type="checkbox"/> Management/Operating Agreement | <input type="checkbox"/> Pledge of Stock | <input type="checkbox"/> Wine & Malt to All Alcohol |
| <input type="checkbox"/> Change of Location | <input type="checkbox"/> More than (3) \$15 | <input type="checkbox"/> Pledge of License | <input type="checkbox"/> 6-Day to 7-Day License |
| <input type="checkbox"/> Change of Manager | <input checked="" type="checkbox"/> New License | <input type="checkbox"/> Seasonal to Annual | |
| <input type="checkbox"/> Other | | | |

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

**ALCOHOLIC BEVERAGES CONTROL COMMISSION
239 CAUSEWAY STREET
BOSTON, MA 02241-3396**

Signature
8/8/18

Your Payment Has Been Approved

Customer Name Rizzo's Middleton LLC

License Type Retail License Filing Fee

Method Of Payment Checking

Bank Account Number ****9982

Your Confirmation Number Is 221002.

Exit

Make Another Payment

Print

Payment Confirmation**Customer Name** Rizzo's Middleton LLC**License Type** Retail License Filing Fee**Current Payment**

Payment Amount	\$200.00
Bank Account Number	****9982
Bank Account Type	Business
Bank Routing Number	211370558
Bank Name	SALEM FIVE CENTS SVGS BK
Name On Account	Law Office of James J. Burke, LLC
E-Mail Address	kgale@jamesburkelegal.com

I have authorized Commonwealth ABCC to initiate the entry to my account. I have an agreement with Commonwealth ABCC under which I agreed to be bound by the NACHA Rules. This is a similarly authenticated authorization that satisfies compliance with the Electronic Signatures in the Global and National Commerce Act (15 USC 7001 et seq), which defines electronic records (as contracts or other records created, generates, sent, communicated, received, or stored by electronic means) and electronic signatures. Electronic signatures include, but are not limited to, digital signatures and security codes. I understand I can revoke the authorization by notifying Commonwealth ABCC within 60 days. I have signature authority to this account or have been authorized by an individual who has signature authority to this account to authorize this entry.

☒ I have read and accept the above terms and conditions

Please press Accept to charge your account, and to receive a confirmation number.

Back To Step 1	Change	Accept	Print	Exit
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The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

APPLICATION FOR A RETAIL ALCOHOLIC BEVERAGES LICENSE

Please complete this entire application, leaving no fields blank. If field does not apply to your situation, please write N/A.

1. NAME OF PROPOSED LICENSEE (Business Contact)

Rizzo's Middleton LLC

This is the corporation or LLC which will hold the license, **not** the individual submitting this application. If you are applying for this license as a sole proprietor, not an LLC, corporation or other legal entity, you may enter your personal name here.

2. RETAIL APPLICATION INFORMATION

There are two ways to obtain an alcoholic beverages license in the Commonwealth of Massachusetts, either by obtaining an existing license through a transfer or by applying for a new license.

Are you applying for a new license ☒ New ☐ Transfer
or the transfer of an existing license?

If transferring, please indicate the
current ABCC license number you
are seeking to obtain:

N/A

If applying for a new license, are you applying for this license
pursuant to special legislation?

☐ Yes ☒ No

Chapter

N/A

Acts of

N/A

If transferring, by what method
is the license being transferred?

3. LICENSE INFORMATION / QUOTA CHECK

City/Town

Middleton, MA

On/Off-Premises

On-Premises

TYPE

CATEGORY

CLASS

\$12 Restaurant

Wines and Malt Beverages

Annual

4. APPLICATION CONTACT

The application contact is required and is the person who will be contacted with any questions regarding this application.

First Name: James

Middle: Joseph

Last Name: Burke

Title: Attorney

Primary Phone: 978-548-4555

Email: jburke@jamesburkelegal.com

5. OWNERSHIP

Please list all individuals or entities with a direct or indirect, beneficial or financial interest in this license.

An individual or entity has a direct beneficial interest in a license when the individual or entity owns or controls any part of the license. For example, if John Smith owns Smith LLC, a licensee, John Smith has a direct beneficial interest in the license.

An individual or entity has an indirect beneficial interest if the individual or entity has 1) any ownership interest in the license through an intermediary, no matter how removed from direct ownership, 2) any form of control over part of a license no matter how attenuated, or 3) otherwise benefits in any way from the license's operation. For Example, Jane Doe owns Doe Holding Company Inc., which is a shareholder of Doe LLC, the license holder. Jane Doe has an indirect interest in the license.

A. All individuals listed below are required to complete a Beneficial Interest Contact - Individual form.

B. All entities listed below are required to complete a Beneficial Interest Contact - Organization form.

C. Any individual with any ownership in this license and/or the proposed manager of record must complete a CORI Release Form.

Name	Title / Position	% Owned	Other Beneficial Interest
George Rozopoulos	LLC Manager	100	N/A

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

5. OWNERSHIP (continued)

Name	Title / Position	% Owned	Other Beneficial Interest
N/A			

6. PREMISES INFORMATION

Please enter the address where the alcoholic beverages are sold.

Premises Address

Street Number: Street Name: Unit:

City/Town: State: Zip Code:

Country:

Description of Premises

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

Floor Number	Square Footage	Number of Rooms
1	2,350	1
2	1,000	1

Patio/Deck/Outdoor Area Total Square Footage

Indoor Area Total Square Footage

Number of Entrances

Number of Exits

Proposed Seating Capacity

Proposed Occupancy

Occupancy of Premises

Please complete all fields in this section. Documentation showing proof of legal occupancy of the premises is required.

Please indicate by what right the applicant has to occupy the premises

Landlord Name

Lease Beginning Term

Landlord Phone

Lease Ending Term

Landlord Address

Rent per Month

Rent per Year

If leasing or renting the premises, a signed copy of the lease is required.

If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.

Please indicate if the terms of the lease include payments based on the sale of alcohol: ☐ Yes ☒ No

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

7. BUSINESS CONTACT

The Business Contact is the proposed licensee. If you are applying as a Sole Proprietor (the license will be held by an individual, not a business), you should use your own name as the entity name.

* Please see last page of application for required documents based on Legal Structure *

Entity Name:	Rizzo's Middleton LLC	FEIN:	82-4414690
DBA:		Fax Number:	N/A
Primary Phone:	978-729-3669	Email:	rozopoulos@yahoo.com
Alternative Phone:	978-777-0664	Legal Structure of Entity	LLC

Business Address (Corporate Headquarters)

☐ Check here if your Business Address is the same as your Premises Address

Street Number:	14	Street Name:	Amherst Road
City/Town:	Wilmington	State:	MA
Zip Code:	01887	Country:	United States

Mailing Address

☐ Check here if your Mailing Address is the same as your Premises Address

Street Number:	14	Street Name:	Amherst Road
City/Town:	Wilmington	State:	MA
Zip Code:	01887	Country:	United States

Is the Entity a Massachusetts Corporation?

☐ Yes ☒ No

If no, is the Entity registered to do business in Massachusetts?

☒ Yes ☐ No

If no, state of incorporation

Other Beneficial Interest

Does the proposed licensee have a beneficial interest in any other Massachusetts Alcoholic Beverages Licenses? ☒ Yes ☐ No

If yes, please complete the following table.

Name of License	Type of License	License Number	Premises Address
Wines & Malt Beverage (Lowell)	§12 On Premises	03488-RS-0630	131-133 East Merrimac, Lowell, MA 01852

Prior Disciplinary Action:

Has any alcoholic beverages license owned by the proposed licensee ever been disciplined for an alcohol related violation?

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

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

7. MANAGER CONTACT

The Manager Contact is required and is the individual who will have day-to-day, operational control over the liquor license.

Salutation First Name Middle Name Last Name Suffix

Social Security Number Date of Birth

Primary Phone: Email:

Mobile Phone: Place of Employment

Alternative Phone: Fax Number

Citizenship / Residency / Background Information of Proposed Manager

Are you a U.S. Citizen? ☒ Yes ☐ No

Have you ever been convicted of a state, federal, or military crime? ☒ Yes ☐ No
If yes, attach an affidavit that lists your convictions with an explanation for each

Have you ever been Manager of Record of a license to sell alcoholic beverages? ☒ Yes ☐ No

If yes, please list the licenses for which you are the current or proposed manager:

Do you have direct, indirect, or financial interest in this license? ☒ Yes ☐ No

If yes, percentage of interest

If yes, please indicate type of Interest (check all that apply):

<input type="checkbox"/> Officer	<input type="checkbox"/> Sole Proprietor
<input type="checkbox"/> Stockholder	<input checked="" type="checkbox"/> LLC Manager
<input checked="" type="checkbox"/> LLC Member	<input type="checkbox"/> Director
<input type="checkbox"/> Partner	<input type="checkbox"/> Landlord
<input type="checkbox"/> Contractual	<input type="checkbox"/> Revenue Sharing
<input type="checkbox"/> Management Agreement	<input type="checkbox"/> Other

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

Employment Information of Proposed Manager

Please provide your employment history for the *past 10 years*

Date(s)	Position	Employer	Address	Phone
2016-Present	Owner/Manager	Rizzo's Lowell, Inc.	14 Amherst Rd., Wilmington, MA 01887	978-729-3669
2013-2016	Owner/Manager	Rizzo's Roast Beef & Pizza, Inc.	3 Church St., Wilmington, MA 01887	978-414-1316
2010-Present	Owner/Manager	Rizzo's Roast Beef & Pizza, Inc.	7 Paradise Rd., Salem, MA 01970	978-745-2524
2005-2010	Owner/Manager	Rizzo's Roast Beef & Pizza, Inc.	178 Lynn St., Peabody, MA 01960	978-531-2788

Prior Disciplinary Action of Proposed Manager

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

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

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

9. FINANCIAL INFORMATION

Please provide information about associated costs of this license.

Associated Costs

A. Purchase Price for Building/Land	N/A
B. Purchase Price for any Business Assets	0
C. Costs of Renovations/Construction	180,000.00
D. Purchase Price of Inventory	20,000.00
E. Initial Start-Up Costs	
F. Other (Please specify)	0
G. Total Cost (Add lines A-F)	200,000.00

Please note, the total amount of **Cash Investment** (top right table) plus the total amount of **Financing** (bottom right table) must be equal to or greater than the **Total Cost** (line G above).

Please provide information about the sources of cash and/or financing for this transaction

Source of Cash Investment

Name of Contributor	Amount of Contribution
George Rozopoulos	45,000.00
Total:	200,000.00

Source of Financing

Name of Lender	Amount	Does the lender hold an interest in any MA alcoholic beverages licenses?	If yes, please provide ABCC license number of lender
North Shore Bank	175,000	No	
Total:			200,000.00

10. PLEDGE INFORMATION

Are you seeking approval for a pledge? ☐ Yes ☒ No

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

☐ License ☐ Stock / Beneficial Interest ☐ Inventory

To whom is the pledge is being made: N/A

Does the lender have a beneficial interest in this license?

☐ Yes ☒ No

Does the lease require a pledge of this license?

☐ Yes ☒ No

ADDITIONAL SPACE

The following space is for any additional information you wish to supply or to clarify an answer you supplied in the application.

If referencing the application, please be sure to include the number of the question to which you are referring.

During 1996, I was pulled over for an excessive speeding charge while on my way to Hampton Beach, NH. Other people were in the vehicle with me. Unbeknownst to me, one of the persons in the vehicle was in possession of marijuana on his person. The matter was continued without disposition.

APPLICANT'S STATEMENT

I, George Rozopoulos the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP member
Authorized Signatory

of Rizzo's Middleton LLC, hereby submit this application for Retail Alcoholic Beverage License
Name of the Entity/Corporation Transaction(s) you are applying for

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

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

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises does not violate any requirement of the ABCC or other state law or local ordinances;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the Application information as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of, the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.

Signature:



Date:

8/16/18

Title:

Rizzo's Middleton LLC Owner and Manager

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (Formerly known as a Personal Information Form)

Please complete a Beneficial Interest - Individual sheet for all individual(s) who have a direct or indirect beneficial interest, with or without ownership, in this license. This includes people with a financial interest and people without financial interest (i.e. board of directors for not-for-profit clubs). All individuals with direct or indirect financial interest must also submit a CORI Authorization Form.

An individual with direct beneficial interest is defined as someone who has interest directly in the proposed licensee. For example, if ABC Inc is the proposed licensee, all individuals with interest in ABC Inc are considered to have direct beneficial interest in ABC Inc (the proposed licensee).

An individual with indirect beneficial interest is defined as someone who has ownership in a parent level company of the proposed licensee. For example, if ABC Inc is the proposed licensee and is 100% owned by XYZ Inc, all individuals with interest in XYZ Inc are considered to have an indirect beneficial interest in ABC Inc (the proposed licensee).

Salutation	Mr.	First Name	George	Middle Name	A.	Last Name	Rozopoulos	Suffix	
Title:	Owner		Social Security Number	027-64-9437		Date of Birth	01/22/1979		
Primary Phone:	978-729-3669		Email:	rozopoulos@yahoo.com					
Mobile Phone:	978-729-3669		Fax Number	N/A					
Alternative Phone:	978-770-0664								

Business Address

Street Number:	81	Street Name:	North Main Street		
City/Town:	Middleton	State:	MA		
Zip Code:	01949	Country:	USA		

Mailing Address

☐ Check here if your Mailing Address is the same as your Business Address

Street Number:	14	Street Name:	Amherst Road		
City/Town:	Wilmington	State:	MA		
Zip Code:	01887	Country:	USA		

Types of Interest (select all that apply)

<input type="checkbox"/> Contractual	<input type="checkbox"/> Director	<input type="checkbox"/> Landlord	<input checked="" type="checkbox"/> LLC Manager
<input checked="" type="checkbox"/> LLC Member	<input type="checkbox"/> Management Agreement	<input type="checkbox"/> Officer	
<input type="checkbox"/> Partner	<input type="checkbox"/> Revenue Sharing	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Stockholder
			<input type="checkbox"/> Other

Citizenship / Residency Information

Are you a U.S. Citizen? ☒ Yes ☐ No

Are you a Massachusetts Resident? ☒ Yes ☐ No

Criminal History

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

If yes, please provide an affidavit explaining the charges.

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

Using the definition above, do you hold a direct ☒ Direct ☐ Indirect or indirect interest in the proposed licensee?

If you hold a direct beneficial interest in the proposed licensee, please list the % of interest you hold.

100

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table below.

Ownership / Interest

If you hold an indirect interest in the proposed licensee, please list the organization(s) you hold a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN
N/A	

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest you have in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
Rizzo's Lowell, Inc.	\$12 On Premises	03488-RS-0630	129-131 East Merrimac Street, Lowell, MA 01852

Familial Beneficial Interest

Does any member of your immediate family have ownership interest in any other Massachusetts Alcoholic Beverages Licenses? Immediate family includes parents, siblings, spouse and spouse's parents. Please list below.

Relationship to You	ABCC License Number	Type of Interest (choose primary function)	Percentage of Interest
N/A			

Prior Disciplinary Action

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

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

AFFIDAVIT

Now comes George A. Rozopoulos of 14 Amherst Road, Wilmington, Massachusetts 01887, and on oath deposes and states the following:

I, George A. Rozopoulos am a current applicant for a beer and wine license in the town of Middleton.

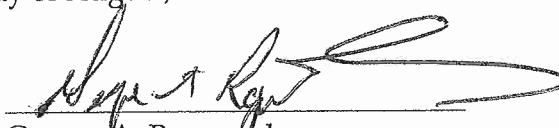
While in high school, male and female friends of mine and I decided to take a ride up to Hampton Beach in my father's car.

On the way to the beach, I was stopped on Route 95 for speeding in excess of 25 mph over the speed limit.

When confronted by the police, it was discovered that one of the occupants was in possession of some marijuana.

I was given a ticket for speeding, appeared in court, plead guilty and paid the fine.

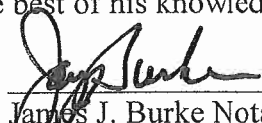
Signed under penalties of perjury this 9th day of August, 2018.

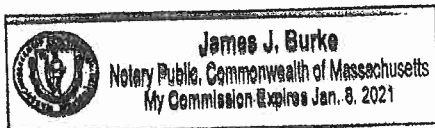

George A. Rozopoulos

COMMONWEALTH OF MASSACHUSETTS

Essex County

On this 9th day of August, 2018, before me, the undersigned notary public, personally appeared George A. Rozopoulos, proved to me through satisfactory evidence of identification, which was ☒ photographic identification with signature issued by a federal or state government agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person(s) whose name(s) is/are signed on the preceding or attached document, who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief.


James J. Burke Notary Public:
My Commission Expires: 01-8-21



APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGE LICENSE

BENEFICIAL INTEREST - Organization

Please complete a Beneficial Interest - Organization sheet for all organization(s) who have a direct or indirect beneficial interest, with or without ownership, in this license.

Example:

ABC Inc. is applying for a liquor license. ABC Inc. is 100% owned by XYZ Inc., which is 100% owned by 123 Inc. XYZ Inc. is considered to have a direct beneficial interest in the proposed licensee (ABC Inc.) and 123 Inc. is considered to have indirect beneficial interest in the proposed licensee (ABC Inc.). Both XYZ Inc. and 123 Inc. should complete a Beneficial Interest - Organization Form.

Entity Name: FEIN:

Primary Phone: Fax Number:

Alternative Phone: Email:

Business Address

Street Number: Street Name:

City/Town: State:

Zip Code: Country:

Mailing Address

☐ Check here if your Mailing Address is the same as your Business Address

Street Number: Street Name:

City/Town: State:

Zip Code: Country:

Publicly Traded

Is this organization publicly traded? ☐ Yes ☒ No

Ownership / Interest

Using the definition above, does this organization hold a direct or indirect interest in the proposed licensee? ☒ Direct ☐ Indirect

If this organization holds a direct beneficial interest in the proposed licensee, please list the % of interest it holds.

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table on the next page.

Ownership / Interest

If this organization holds an indirect interest in the proposed licensee, please list the organization(s) it holds a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN
N/A	

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest this entity has in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
Rizzo's Lowell, Inc.	§12 On Premises	03488-RS-0630	129-131 East Merrimac Street, Lowell, MA 01852

Prior Disciplinary Action

Has this entity ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

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



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization
(General Laws, Chapter 156C)

Identification Number: 001314742

1. The exact name of the limited liability company is: RIZZO'S MIDDLETON LLC

2a. Location of its principal office:

No. and Street: 81 NORTH MAIN ST
City or Town: MIDDLETON State: MA Zip: 01949 Country: USA

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

No. and Street: 14 AMHERST RD
City or Town: WILMINGTON State: MA Zip: 01887 Country: USA

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

LIMITED SEATING RESTAURANT IN MIDDLETON, MA

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: GEORGE ROZOPOULOS
No. and Street: 14 AMHERST RD
City or Town: WILMINGTON State: MA Zip: 01887 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	GEORGE ROZOPOULOS	81 NORTH MAIN ST MIDDLETON, MA 01949 USA

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

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	GEORGE ROZOPOULOS	81 NORTH MAIN ST MIDDLETON, MA 01949 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 26 Day of February, 2018,
GEORGE ROZOPOULOS

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

To the Massachusetts Secretary of State
Corporations Division

Re; Rizzo Vinnin Square LLC

We hereby consent to the company using the name Rizzo's Middleton LLC. This will not conflict with our use of our name in any way and we therefore do not object to their use of the similar name.

Signed: 

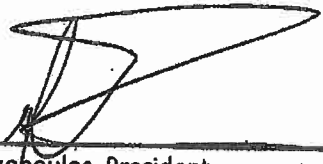
George Rozopoulos, Manager
Rizzo Vinnin Square LLC

To the Massachusetts Secretary of State
Corporations Division

Re; Rizzo Lowell Inc

We hereby consent to the company using the name Rizzo's Middleton LLC. This will not conflict with our use of our name in any way and we therefore do not object to their use of the similar name.

Signed:

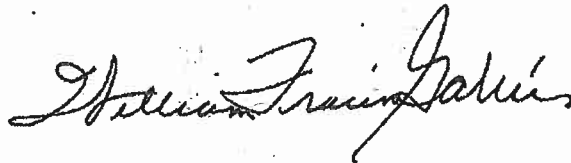


George Rozopoulos, President
Rizzo Lowell Inc

THE COMMONWEALTH OF MASSACHUSETTS

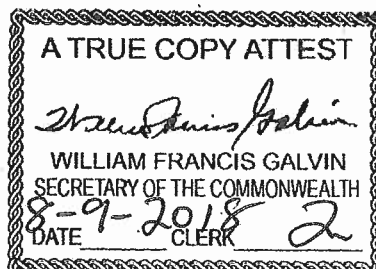
I hereby certify that, upon examination of this document, duly submitted to me, it appears
that the provisions of the General Laws relative to corporations have been complied with,
and I hereby approve said articles; and the filing fee having been paid, said articles are
deemed to have been filed with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

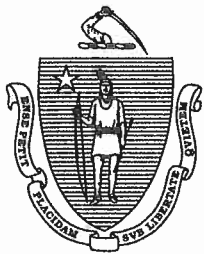
February 26, 2018 10:44 AM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth





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

William Francis Galvin
Secretary of the
Commonwealth

August 7, 2018

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of organization of a Limited Liability Company was filed in this office by

RIZZO'S MIDDLETON LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **February 26, 2018.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation or withdrawal; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are:
GEORGE ROZOPOULOS

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **GEORGE ROZOPOULOS**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **GEORGE ROZOPOULOS**

In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.



William Francis Galvin

Secretary of the Commonwealth



August 9, 2018

Mr. George Rozopoulos
14 Amherst Road
Wilmington, MA 01887

Re: Loan Proceeds from Alky Realty Trust

Dear Mr. Rozopoulos:

Pursuant to your request, this is to document that ALKY Realty Trust refinanced the property located on Sheppard Street in Lynn on or about December 13, 2017 which resulted in \$307,204.16 in cash out monies to the beneficiaries of the trust. From these proceeds, you wrote a check on February 26, 2018 made payable to Alki Kloe Realty LLC for \$200,000 with the description of "Deposit for 81 N Main St." We appreciate your business and please do not hesitate to contact the undersigned if you have any questions. I can be reached at 617-226-4486.

Very truly yours,

A handwritten signature in cursive script, appearing to read 'George W. Georgenes'.

George W. Georgenes
Vice President

LEASE AGREEMENT

**RIZZO'S MIDDLETON, LLC
TENANT**

**ALKI KHLOE REALTY LLC
LANDLORD**

AUGUST 1, 2018

LEASE AGREEMENT

Now come the Parties as described in Section 1 of this Lease Agreement ("Lease"), and for the rent and consideration recited herein, do hereby agree to be bound to all of the terms and provisions of this Lease as of August 1, 2018 ("effective date" or "date" of this Lease).

1. PARTIES:

LANDLORD: Alki Khloe Realty LLC
81 North Main Street
Middleton, MA 01949

TENANT: Rizzo's Middleton LLC
14 Amherst Street
Wilmington, MA 01887

2. DEMISED PREMISES:

Demised Premises comprised of approximately 3,350 square feet located on the first floor and second floor of right side unit of the building located at 81 North Main Street ("Unit"), Middleton, MA.

3. TERM:

- (a) **Original Term and Commencement Date.** The term of this Lease shall be for a period of 10 years commencing on September 1, 2018 and terminating at 12:00 noon on August 31, 2028.
- (b) **Occupancy.** The Tenant may take occupancy of the Demised Premises upon the completion of the improvements to be made by Tenant. Tenant shall be allowed on the property at no cost to make improvements on the property during the month of August, 2018.
- (c) **Renewal Option.** The Tenant shall have the right to extend the term of this Lease by two additional five (5) year terms, by providing Landlord written notice of its intention to do so no later than June 1, 2028 and June 1, 2023 respectfully. Base Rent for the option period(s) shall be the then current fair market rent.

4. BASE RENTAL:

- (a) The Tenant shall pay to the LANDLORD, without notice or demand and without abatement, deduction, set-off, the following annual base rent ("Base Rent") in monthly installments on the first day of each calendar month starting on the ("Commencement Date") September 1, 2018 and continuing throughout the term of this Lease:

Term	Annual Base Rent	Monthly Base Rent
Year 1-10	\$ 54,000.00	\$4,500.00

All rent is to be paid to and received by the LANDLORD at 81 North Main Street, Middleton, MA 01949, or at such other place or places as the LANDLORD may designate in writing, on the first day of each month. If the commencement date of this lease shall occur on a day other than the first day of a month, the Tenant shall pay a pro rata share of rent for the first and last month of the term hereof to enable all rent payments to be made on the first day of the month.

This Lease shall be interpreted as a triple net lease, with the Tenant responsible for all interior maintenance, repair, and operational costs of the Demised Premises, with Tenant's responsibility including keeping in good repair and operation any and all equipment and appliances within the Demised Premises, and being responsible for any and all expenses relating to maintaining, repairing, and replacing light bulbs and lighting fixtures, electrical systems, interior and exterior signs, drapes and window treatments, carpeting and finished floor coverings, trim, walls, doors, any kitchen related equipment and appliances, communications equipment and systems, interior plumbing fixtures and systems, hot water, and interior cleaning. Tenant's costs shall include reimbursing the LANDLORD for the insurance deductible for any losses or damage caused by Tenant, and for any costs attributable to Tenant alone, or damages / maintenance expenditures caused by the negligence of the Tenant.

5. ADDITIONAL RENT PAYMENTS AND CHARGES:

In addition to the Base Rent, the Tenant shall pay the LANDLORD the "Additional Rent" as follows:

(a) Tax Adjustment (share of taxes). Tenant shall pay as additional rent (hereinafter referred to as "Tenant's Tax Adjustment"), its proportionate share (65%) of all real estate taxes, sewer rents or taxes in the nature of real estate taxes, including special and general assessments, levied on 81 North Main Street, Middleton, MA; in the event LANDLORD, or Tenant, at its own expense, shall file an abatement of real estate taxes and receive an abatement or refund for any period of time Tenant is in occupancy and Tenant has paid taxes that exceed its proportionate share, then LANDLORD shall send to Tenant within ten (10) days of receipt of same, Tenant's pro rata share of such refund in excess of taxes paid minus the legal expenses and other costs incurred in such activity. Further, if such taxes are subsequently adjusted for any prior period affecting Tenant's occupancy including LANDLORD's or municipality's error, Tenant shall be responsible for its proportionate share of all such adjusted taxes.

Tenant's Tax Adjustment for the first and last lease years shall be adjusted on a pro

rata basis for the then tax year.

(b) Tenant's Expense Adjustment. Tenant shall pay, as additional rent (hereinafter to be referred to as "Tenant's Expense Adjustment"), 65% of all costs of LANDLORD in owning, servicing, operating, managing, maintaining, cleaning and repairing the Buildings including the costs of all services required to be furnished by LANDLORD under this Lease and including, without limitation, the costs of the following: (i) utilities consumed to the extent not billed directly to TENANT and expenses incurred in the operation and maintenance of the leased premises and facilities appurtenant thereto, including, without limitation, oil, gas, electricity, water, sewer, snow removal and fire protection, sprinkler maintenance, landscape maintenance, new landscaping and planting, trash disposal, the costs of all labor incurred in connection with any of the foregoing, office supplies and expenses, postage fees, telephone charges, and the costs of establishing and maintaining a reserve account for repairs (including without limitation, fees paid to any governmental authority for any of the foregoing), (ii) repairs or maintenance of any plumbing, utility, or other mechanical systems or facilities servicing the leased premises, (iii) casualty, liability and other insurance, and (iv) management fees. If LANDLORD, in its sole discretion, installs a new or replacement capital item in the leased premises for the purpose of reducing LANDLORD'S Operating Expenses, the cost thereof, as amortized by LANDLORD in accordance with generally accepted accounting principals, with legal interest on the unamortized amount, shall be included in LANDLORD'S Operating Expenses, but not in excess of the operating expense savings generated by such items over the balance of the Lease Term. LANDLORD'S Operating Expenses shall not include payments of principal, interest or other charges on mortgages, repairs caused or occasioned by fire and not covered by insurance (with the exception of the cost of repairing or replacing any of TENANT's personal property which shall remain the TENANT's sole responsibility), eminent domain costs, advertising and marketing costs, leasing commissions. Any capital improvements other than cost reduction improvements shall be amortized over the useful life and included in the Operating Expenses on that basis in accordance with generally accepted accounting principals.

(c) Payment of Tax and Expense Adjustment. Tenant's Tax Adjustment is initially anticipated to be \$.65 per square foot, and Tenant Expense Adjustment is initially anticipated to be \$.65 per square foot on an annual basis, for a total monthly combined Tenant's Tax and Expense Adjustment of \$363.00 per month. Such amount shall be paid beginning on the Commencement Date and shall be paid to LANDLORD in monthly installments, coincidental with the monthly rental payment as stated above.

It is acknowledged by Tenant that all of LANDLORD's actual expenses for a given fiscal year in accordance with standard accounting practices shall not be determined until sixty (60) days after the termination of LANDLORD's fiscal year. Accordingly, LANDLORD shall exercise good faith and diligence in establishing the projected monthly expense adjustments for any given fiscal year and shall, within sixty (60) days after the termination of a given fiscal year, readjust and recompute said monthly "Tenant's Tax and Expense Adjustment" for the following fiscal year. In the event that an arrearage or overage exists, Tenant or LANDLORD (as the case may be) shall pay same to the other Party within ten (10) days of the receipt of such a statement, certified by LANDLORD.

(d) Late Charges and Fees. In the event Tenant fails to make any payment due pursuant to or under this Lease with receipt by LANDLORD at LANDLORD's address within ten (10) calendar days of its due date, with TIME BEING OF THE ESSENCE, then Tenant shall incur a late payment charge and fee for each such payment to be made equal to three percent (3%) of such payment to be made.

(e) Rent. All rent to be paid pursuant to this Lease, including the Base Rent, the Additional Rent, the Two Times Rental Rate (if Tenant holds over), and the late charges and fees described above, shall all be referred to herein collectively and individually as the "rent".

6. INITIAL PAYMENT AND SECURITY DEPOSIT: Tenant is required to prepay the first month's Base Rent and Additional Rent payments.

7. SECURITY DEPOSIT: WAIVED

8. COVENANTS OF THE TENANT:

(a) Use. The Tenant shall not use or occupy the Demised Premises for any purpose other than as a pizza/sandwich type shop and its use and occupation thereof shall conform to all applicable local, state, and federal ordinances, regulations, and laws, and the Tenant shall indemnify and save the LANDLORD harmless from and against all claims, demands, liabilities, costs, and expenses, including reasonable counsel fees arising out of or by reason of any breach or violation by the Tenant of any provision of this section, and that it shall not do any unlawful act by which the insurance on the Demised Premises may be affected. The Tenant shall not store, generate, or use any hazardous waste or substances, or any hazardous or toxic materials on the Demised Premises, or on any of the common area. "Hazardous substances" includes any and all substances which are toxic, ignitable, reactive, corrosive, contain asbestos, polychlorobiphenyls, petroleum, or other volatile organic compounds.

(b) Maintenance and Security. The Tenant agrees to keep said premises in a neat, orderly, and safe condition, and shall not allow them to suffer, strip or waste and shall be responsible for maintaining and cleaning the Demised Premises in as good condition and repairs as they are now or as may be put in hereafter; reasonable wear and tear and damages by fire or other casualty excepted.

(c) Alteration, Decorations, and Fixtures. The Tenant shall not alter the Demised Premises nor shall it install any partitions, equipment, machinery, or other property to the Demised Premises so as to become part of the realty under the law of fixtures as applied in New Hampshire, without the prior written consent of the LANDLORD and which consent shall not be unreasonably withheld except for the initial build out which has previously been approved. Any such alterations or property so installed shall become the property of the LANDLORD and shall not be removed from the Demised Premises without the consent of the LANDLORD which consent shall not be unreasonably withheld, or as directed by LANDLORD such alterations or property shall be removed by Tenant at the expiration of

the term. The Tenant shall pay the LANDLORD for any damage to the Demised Premises or other premises of the LANDLORD by reason of the installation or removal thereof.

(d) Liability. The Tenant shall indemnify and save the LANDLORD harmless from and against any and all suits, claims, and demands of any kind or nature, by and on behalf of any person, firm, association, or corporation, arising out of or based upon any incident, occurrence, injury, or damage which shall or may happen on or about the Demised Premises or any areas of egress and ingress immediately adjacent to the Demised Premises from the Common Area, and from and against any matter, thing, occupation, or use of the Demised Premises which was done or caused to be done by the Tenant, its agents, servants, employees, licensees, and/or invitees.

(e) Assignment and Subletting. The Tenant shall not assign or sublet this Lease or any part of the Demised Premises without the prior written consent of the LANDLORD, which consent shall not be unreasonably withheld, providing such Tenant is equal in ability to perform under the terms of the lease. Any profit derived from the assignment or subletting of the lease shall be to the benefit of the LANDLORD. Tenant shall have the right to assign or sublet to subsidiaries or affiliates of the Tenant without LANDLORD's consent. In the event of an assignment or subletting of the Demised Premises, the obligation of the Tenant shall not be relieved or diminished.

(f) Subordination and Power of Attorney. The Tenant agrees, any provisions of this Lease to the contrary notwithstanding, that it shall subordinate the lien of this Lease to any mortgage or mortgages which now exist or which may hereafter be placed upon the land and buildings of which the Demised Premises are a part, and to any renewal, extension, or modification of such mortgages. The Tenant shall execute and deliver, upon demand, to the LANDLORD, at the LANDLORD's expense, such instrument or instruments as may be reasonably required to effect such subordination. In the event that Tenant shall fail or neglect to execute, acknowledge, or deliver any such subordination instrument, the LANDLORD, in addition to any other remedies, may, as the agent of the Tenant, execute, acknowledge, and deliver the same, and the Tenant hereby nominates, constitutes, and appoints the LANDLORD as the Tenant's property legal attorney-in-fact for such purposes.

(g) LANDLORD's Right to Enter. The Tenant agrees, any provision of this Lease to the contrary notwithstanding, that the LANDLORD may enter the Demised Premises from time to time, when reasonable under the circumstances, to inspect the Demised Premises and to make any necessary repairs or replacements therein, and to allow the LANDLORD to show the Demised Premises to prospective Tenants for a period beginning three (3) months prior to the termination of the term of this Lease.

(h) Default. If the Tenant shall default in the observance or performance of any conditions or covenants on Tenant's part to be observed or performed under or by virtue of the provisions in any article or section of this Lease, including the default provisions of Article 10, the LANDLORD, without being bound to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the Tenant. If the LANDLORD makes any expenditures or incurs any obligations for the payment of

money in connection therewith, including, but not limited to, reasonable attorney's fees in instituting, prosecuting, or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of twelve (12%) percent per annum and costs, shall be paid to the LANDLORD by the Tenant.

(i) Aesthetics, Signs, etc. The tenant shall furnish, design, and maintain, at the option of the Tenant at the Tenant's cost, an exterior sign, consistent with other signs of other Tenants to identify the Tenant with sign on the building consistent with other signs.

(j) Insurance. The Tenant shall, throughout the term of this Lease and any renewal, modifications, or extensions hereof, carry, at its expense, so called Tenant's comprehensive liability insurance on the Demised Premises and its use and occupation thereof with an insurance company authorized to do business in New Hampshire and acceptable to the LANDLORD. Such insurance shall be carried in the name of and for the benefit of the Tenant and the LANDLORD, shall be written on an "occurrence Basis", shall provide coverage of at least \$300,000.00 in case of death or injury to one person, at least \$500,000.00 in case of death or injury to more than one person, and at least \$200,000.00 in case of loss, destruction, or damage to property. Such insurance shall also cover Tenant's fit-up items or improvements to the Demised Premises. If such insurance is not readily attained by Tenant, LANDLORD may procure same and Tenant shall pay the cost thereof within fifteen (15) days of the receipt of such premium notice covering at a minimum the lease year in advance.

The Tenant shall furnish to the LANDLORD certification or proof of insurance at least twenty (20) days prior to the commencement date of this Lease, and thereafter, at least twenty (20) days prior to the expiration of the term or any modification or renewal of such policies.

(k) Attornment. In the event of a foreclosure by any mortgagee holding a mortgage upon all or any part of the Demised Premises, the Tenant shall, upon written notice from the mortgagee direct all payment due herein to the mortgagee as the assignee of the LANDLORD for the balance then remaining of the term of this Lease; provided, however, that Tenant's rights under this Lease shall not be diminished nor shall its responsibilities be increased. Notwithstanding anything contained herein to the contrary, LANDLORD covenants and warrants that any mortgage, deed of trust, ground lease, or lease placed thereon by LANDLORD during the Lease Term, or any extension thereof, provides or shall provide that in the event any part of the Demised Premises shall be foreclosed, or as a result of the exercise of any rights hereunder, the successors and/or assigns of the LANDLORD's interests in and to the Demised Premises shall recognize the validity and continuance of this Lease and shall not disturb Tenant's possession of the Demised Premises so long as Tenant shall not be in default under the terms of this Lease.

(l) Utilities, Equipment, etc. The Tenant shall pay the cost of all charges of utilities to the Demised Premises, including, but not limited to and where made available, gas, electrical, fuel, oil, telephone, water, sewerage, and other items used directly by the Tenant if not already included in common expenses. Tenant agrees to maintain and keep in good repair the heating and air-conditioning systems. If HVAC equipment needs to be replaced,

it will be at LANDLORD's expense and will be treated as a capital improvement.

(m) Tenant's Estoppel Certificates. Tenant shall execute estoppel certificates as may be required by prospective purchasers or subsequent mortgagees.

9. ADDITIONAL COVENANTS:

(a) Quiet Enjoyment, Utilities, Structural Repairs. The LANDLORD covenants, warrants and represents that it has full right and power to execute and perform this Lease and covenants that the Tenant, in meeting all of its obligations and responsibilities as provided for herein, which includes the payment when due of all rent and other monetary obligations specified herein, shall peaceably and quietly hold and enjoy the Demised Premises and all rights, appurtenances and privileges thereto during the term of this Lease. The Parties agree that the LANDLORD shall be in no way liable to the Tenant for any interruption in the supply of heat, power, electricity, gas, water, sewerage, air conditioning, cable, telephone, or other utilities occasioned by any accident, repair, alteration, improvement, labor difficulty, or shortage of fuel, electricity, or other utilities from the sources where usually obtained or for any other cause beyond the control of the LANDLORD. The LANDLORD shall make all necessary repairs to the Demised Premise's Unit's foundation, exterior roof, exterior walls, exterior water and septic (located outside of the Demised Premise's building), with the Tenant responsible for all interior items, and all exterior glass, windows, and doors of the Unit. The LANDLORD shall maintain the common area and shall permit reasonable access to the Demised Premises provided, however, the LANDLORD not be obligated to make any repairs or replacements necessitated by the misuse, neglect, or abuse of the Tenant, its agents, servants, employees, or business invitees within or about the Demised Premises.

(b) Disturbance or Damage. If the Demised Premises are damaged such that the Demised Premises may be repaired or restored within one hundred (120) days from the date of such damage, then this Lease shall continue in effect and LANDLORD shall expeditiously repair or restore said Demised Premises within said one hundred twenty (120) days as closely as practicable to their original size, shape, and condition, and until such repairs or restoration shall have been accomplished, a portion of the rent shall abate equal to the proportion of the Demised Premises rendered unusable by the damage and in the event LANDLORD has not repaired or restored said premises within said one hundred twenty (120) day period, then the Tenant may, at its option, terminate this Lease. The LANDLORD may terminate this Lease if the cost of such repair or restoration shall exceed the sum of the insurance payable to it and released to it by any mortgagee or mortgagees. In the event the Demised Premises or the property for which they are a part shall be so damaged as to require more than one hundred twenty (120) days to be repaired or restored, or in the event the Demised Premises or the property of which they are a part shall be totally destroyed by fire or other casualty, then the LANDLORD or the Tenant may, at either of their option within fifteen (15) days of such notice, terminate this Lease, and if such option is exercised, each party shall be relieved of any further obligation to the other except for the pro rata return of any advance rent to the Tenant and the payment to the LANDLORD of a pro rata share of any rent in arrears, which includes all Additional Rent and other rent, fees, and charges provided for herein. Tenant shall not be required to

pay rent during any periods that the premises cannot be occupied by Tenant.

(c) Eminent Domain. If all the Demised Premises and all the property of which they are a part shall be taken for public purpose by eminent domain, then this Lease shall terminate as of the date on which the condemnor takes possession of the Demised Premises, and the Parties shall be under no further obligation to one another hereunder except for the pro rata return of any advance to the Tenant and the payment to the LANDLORD of a pro rata share of any rent in arrears, including the Additional Rent and other rent, fees, and charges provided for herein. If a portion of the Demised Premises shall be so taken so as to deprive the Tenant of the substantial use thereof, then this Lease shall terminate as in the preceding sentence. All damages awarded for any such taking, whether for whole or part of the Demised Premises shall belong to and be the sole property of the LANDLORD, whether such damages shall be awarded as compensation for diminishing the value of the leasehold or otherwise, and the Tenant hereby assigns to the LANDLORD all its right, title, and interest thereto provided, however, that the Tenant shall be entitled to receive and retain any amounts which may be specifically awarded to it by reason of the loss associated with reasonable moving expenses reimbursed by the condemnation authority. The Tenant shall execute and deliver any document necessary or desirable to confirm the LANDLORD's rights hereunder.

10. TENANT'S DEFAULT

(a) Events of Default. Tenant shall be deemed in default under any of the provisions, terms, or conditions of this Lease if the Tenant shall breach and/or fail to perform any of the following:

(i) Fail to pay any installment of rent (including the Base Rent, Additional Rent and any Additional Rent adjustments), HVAC charge, charges, fees, reimbursements, damages or other payment required to be made by the Tenant hereunder within twenty-one (21) days after the date on which it is due and after five (5) days from the date in which a notice is sent by LANDLORD to Tenant by First Class, U.S. Mail, with time being of the essence in the payment of all such amounts due herein;

(ii) Faithfully, diligently and completely perform or observe any other covenant or condition of this Lease (other than payment of rent) and such default remains unremedied for twenty-one (21) days after written notice thereof has been given to the Tenant by the LANDLORD, if such default may be cured within said fifteen (15) day period. Otherwise, within a reasonable period of time thereof (and not to exceed thirty (30) days unless for weather considerations);

(iii) Tenant makes an assignment for the benefit of creditors; files a voluntary petition in bankruptcy or requests any relief under bankruptcy or from a bankruptcy court, including any and all business reorganizations; is adjudicated insolvent or bankrupt; petitions or applies to any tribunal for any receiver or any trustee of or for the Tenant or for any substantial part of its property, commences any proceeding relating to the Tenant or any substantial part of its property under any reorganization,

arrangement, readjustment of debts, dissolution or liquidation law or statute or any jurisdiction, whether now or hereafter in effect, or there is commenced against the Tenant any such proceeding which remains undismissed for a period of sixty (60) days, or any order approving the petition in any such proceeding is entered, or the Tenant, by any act, indicates its consent to or acquiescence in any such proceeding or the appointment of a receiver of or trustee for the Tenant or any substantial part of its property or suffer any such receivership or trusteeship to continue undischarged for a period of sixty (60) days; or

(iv) Fails to complete any improvement or fit up to the Demised Premises, based on allowances provided to the Tenant by the LANDLORD, or based on promised fit up by the Tenant, or fails to complete said improvements substantially in accordance with the Plans and Specifications approved by the LANDLORD.

(b) LANDLORD's Remedies: Once Tenant is in default of any of its obligation hereunder, the LANDLORD is entitled, at its option, to do any, some, or all of the following:

(i) Immediately or at any time thereafter, without demand or notice, enter the Demised Premises or any part thereof, in the name of the whole, and repossess the same as the LANDLORD's former estate and expel the Tenant and those claiming through or under the Tenant and remove their effects forcibly, if necessary, without being deemed guilty of any manner of trespass and without prejudice to any remedies which might be otherwise used for arrears of rent or preceding breach of covenant in order to protect the Premises or to mitigate damages. Upon such entry, Tenant covenants that the Tenant shall remain liable to the LANDLORD for all outstanding amounts, and for all interest charged thereon, along with an amount equal to the total rent (including Base Rent, Additional Rent, and Additional Rent adjustments) reserved for the balance of the term plus repair expenses and the costs of releasing the Demised Premises (renovation and repair fees and costs, broker fees, advertising, Tenant fit up costs and fees of the new Tenant, and marketing fees and costs), less the net amount which the LANDLORD realizes from the reletting of the Demised Premises, plus any and all reasonable attorney's fees and costs incurred by the LANDLORD in enforcing any of its rights and powers under this Lease.

(ii) Proceed with an eviction of Tenant's right to possession of the Demised Premises in accordance with the statutory laws and remedies of the State of New Hampshire and to regain possession of the Demised Premises to sell or to re-let same in an effort to protect the Demised Premises and to mitigate damages as recited herein, and collect from the Tenant reimbursement for LANDLORD's legal fees and litigation costs.

(iii) Commence one or more actions at law or equity for reimbursement of all LANDLORD's expenses, costs and for payment of all damages incurred and/or arising out of Tenant's default and/or breach of this Lease, including all of the LANDLORD's legal fees and litigation costs, including expert's costs and fees, and in addition thereto, for all rental payments (including Base Rent, Additional Rent, adjusted Additional Rent), charges, fees, and interest presently due and owing and that shall become due and owing for the full term of this Lease in accordance with the LANDLORD's remedies hereunder

and remedies available to LANDLORD at law or in equity. As used in this section and elsewhere, the term "Additional Rent" shall mean the value of all considerations other than Base Rent agreed to be paid or performed by the Tenant hereunder in accordance with Section 4. herein.

If LANDLORD brings suits or legal action against Tenant to collect any outstanding amounts, and if the remaining term of the Lease Agreement is less than six (6) months from the date that a final judgment is rendered by a court of competent jurisdiction, then LANDLORD is entitled to receive as part of any court award the remaining rental and additional rent payments from the Tenant. Said acceleration is meant to anticipate the costs of a second suit for the remaining installments due under the Lease and is meant to minimize costs by including the remaining rental payments in any judgment rendered within six (6) months of the expiration of the term of this Lease Agreement. In the event that the Demised Premises is leased during this six (6) month period, then the LANDLORD shall credit any rent received from this remaining period (less costs of releasing) to the Tenant.

(iv) Relet the Demised Premises from time to time, upon such terms as it may deem fit, and if a sufficient sum shall not be thus realized to yield the net rent required under this Lease, the Tenant agrees to satisfy and pay all deficiencies as they may become due during each month of the remaining term of this Lease, or the LANDLORD may require the Tenant to pay to it as damages such lump sum as will suffice to make the LANDLORD whole for the balance of the term of this Lease (and the parties agree to use a 5% savings rate / investment rate for any such computation to derive the present value of the required differential in lease payments).

(v) Nothing herein contained shall be deemed to require the LANDLORD to await the date whereon this Lease, or the term hereof, would have expired had there been no default or breach by the Tenant or no such termination or cancellation. The Tenant expressly waives service of any notice of intention to re-enter and waives any and all right to recover or regain possession of the Demised Premises or to reinstate or redeem this Lease as may be permitted for, by, or under any statute or law now or hereafter in force and effect. The rights and remedies given to the LANDLORD in this Lease are distinct, separate, and cumulative remedies, and no one of them, whether or not exercised by the LANDLORD, shall be deemed to be to the exclusion of any of the others herein or by law or equity provided.

(vi) Nothing contained in this section shall limit or prejudice the right of the LANDLORD to prove and obtain, in proceedings involving the bankruptcy or insolvency of the Tenant, the maximum allowed by this Lease as a result of any statute or rule of law at the time in effect. The LANDLORD shall have the right to immediately sell all of the personal property remaining in the Demised Premises owned by the Tenant and/or to which it has a security interest concerning, and to use the proceeds from such sale, if any, as a credit to the amounts owed the Tenant to the LANDLORD, after deduction of LANDLORD's reasonable administrative fees it may charge in the sale and disposal of Tenant's property.

(c) **Mitigation of Damages:**

(i) The Tenant shall have the primary responsibility to insure that the Demised Premises are re-let for the remaining term of this Lease in the event Tenant is in default, or anticipates the failure of being able to pay rent for the full term of this Lease. The Tenant will cooperate with the LANDLORD and shall undertake all reasonable activity to mitigate LANDLORD's damages and to provide an acceptable substitute Tenant under the terms and conditions recited herein;

(ii) In all cases, and notwithstanding the Tenant's primary responsibility to relet the Demised Premises, the LANDLORD may exercise reasonable diligence to relet the Demised Premises by contracting with a licensed real estate broker with a proven record and with a reasonable standard fee schedule with all such fees to be paid by the Tenant, unless it is clear from the Tenant's communications to the LANDLORD, including monthly updates, that the Tenant is actively marketing the Demised Premises for lease through a local qualified real estate broker professional with expertise in the particular market use of the Demised Premises.

11. **LANDLORD'S DEFAULT:** In no case shall the LANDLORD be deemed to be in default under this Lease, unless the Tenant shall have first given notice in writing, within ten (10) days following the occurrence or the date of its reasonable discovery, specifying the nature of the default complained of and the LANDLORD shall have failed to cure said default within a reasonable period of time after such notice (with thirty days deemed reasonable, weather permitting, except for emergency conditions). Any default by LANDLORD and any action against the LANDLORD will be independent from Tenant's covenant to make rental payments and related payments, including fees and charges, under the terms of this Lease.

12. **DELAYS:** In any case where either party hereto is required to do any act other than the making of any payment of rent or other monetary sum due LANDLORD hereunder, the time for performance thereof shall be extended for a period equal to any delay caused by or resulting from any act of God, war, civil commotion, fire casualty, governmental regulations, or other causes beyond such party's reasonable control, whether such time be designated by a fixed date, a fixed time, or a "reasonable time".

13. **EXPIRATION, TERMINATION AND HOLDING OVER:** Upon the expiration date or any earlier termination of this Lease or any renewal or extension thereof, with time being of the essence, Tenant shall at its own expense: i) promptly surrender and deliver the Demised Premises to LANDLORD in a clean condition and in the same condition as existed as of the date of the Tenant's initial occupation of the Demised Premises along with all improvements made to the Demised Premises (damage by fire or other casualty covered by insurance excepted), reasonable wear and tear excepted, ii) have removed all of its personal property (furniture, files, equipment as long as all rent and related fees and charges have been paid), and any alterations, installations, work, or additions to the Demised Premises made by Tenant and which are required to be removed by

LANDLORD, and iii) restore the Demised Premises in the same condition at the time the Tenant took occupancy of the Demised Premises, reasonable wear and tear excepted, including ensuring all appliances and systems are in good working order and condition, making all repair and repainting as may be necessary to restore the Demised Premises, including the cleaning and/or replacement of carpeting (as required by the condition of the carpeting) to the same condition as at the commencement of this Lease, reasonable wear and tear excepted. The Tenant shall fully repair and restore the Demised Premises with respect to any damage caused by Tenant, whether resulting from removal of Tenant's personal possessions or improvements, or from its use of occupancy, or otherwise. The Tenant shall fully pay and satisfy any and all costs and expenses for any damage caused by any such removal, and fully pay any and all sums to LANDLORD remaining to be paid by Tenant under the terms of this Lease. If for any reason, the Tenant has failed to restore the condition of the Demised Premises on or before the expiration date or earlier termination date of this Lease, and the LANDLORD is required to make repairs, re-carpet, repaint some or all of the Demised Premises, or to undertake any other substantive repairs, then the Tenant shall be liable for at least one additional full month's Base Rent and Additional Rent rental payment to cover an additional month period in which the Demised Premises needs to be made ready for release.

If Tenant remains in possession of the Demised Premises or any part thereof after the described date of the expiration of the term of the Lease or of any subsequent renewal or extension thereof, or after five (5) days following any earlier termination of the Lease by LANDLORD, LANDLORD may exercise any and all of its remedies available at law or equity as to such holding over, and/or any or all of the remedies set forth in this Lease as to Tenant's default, and in addition thereto the Tenant agrees, and shall automatically pay on the first day of each month held over, an increased rental rate for the Demised Premises to the LANDLORD equal to two (2) times the rate of the total monthly installment of Base Rent plus Additional Rent charged for the last month of the Lease and is to include all other charges described in this Lease (collectively all such rental and other payments referred to herein as "Two Times Rental Rate"), with said holding over period subject to the same terms and conditions as those set forth in this Lease other than as to the length of Term and Rent (since this shall be the Two Times Rental Rate) and this Lease provision shall survive and be enforceable by LANDLORD notwithstanding such expiration or other termination of this Lease. The Tenant further agrees to reimburse the LANDLORD for all of the LANDLORD's damages, legal fees and costs, including any litigation costs, incurred from the Tenant's holding over beyond the expiration date or earlier termination date of the Lease.

Nothing in this Lease or in the previous provision shall be deemed to extend the Lease Term willingly by the LANDLORD beyond the expiration date set forth in this Lease, nor grant any right to Tenant or any other person to use, occupy, or remain in possession of all or any part of the Demised Premises beyond said date of expiration of this Lease or any earlier termination thereof. Throughout this Lease and any renewal or extension thereof, Tenant shall, unless caused by or due to the negligence or willful act of LANDLORD, defend, hold harmless, and indemnify LANDLORD against any and all claims, causes of action, damages, judgments, losses, liability, costs, expenses, reasonable

attorney's fees, and penalties arising from or out of any act, event, damage, omission, destruction, loss, injury, negligence, or occurrence in, at, or about the Demised Premises, or the use or occupancy of Tenant of all or any part thereof, or occasioned wholly or in part by any act, omission, or negligence of Tenant, its agents, contractors, invitees, guests, employees, servants, Tenants, concessionaires, or others under its direction or control, or with respect to this Lease relating to the failure of the Tenant to vacate the Demised Premises upon the expiration date, or earlier termination date of this Lease as set forth herein.

Any property remaining upon termination or after the expiration date of the term, shall be removed at the cost and expense of the Tenant by the LANDLORD, and may either be sold, destroyed, and/or disposed of by any other manner or form at the discretion of the LANDLORD. The LANDLORD shall in no event be liable for any property of the Tenant remaining in the Demised Premises after the expiration or termination date of the Lease, and has the full right, power, and title to dispose of all such property left by the Tenant as the LANDLORD sees fit. The LANDLORD shall be repaid by the Tenant for all disposal, storage, or other fees relating to Tenant's property within twenty (20) days from the date a request for payment has been sent to the Tenant by the LANDLORD.

14. **GENERAL TERMS:** Any written notice, request, or demand required or permitted hereunder shall, until either party shall notify the other in writing of a different address, be properly given if sent by certified or registered mail, postage prepaid, addressed to the LANDLORD at the address stated in Section 1. of this agreement, and to the Tenant at the address of the Demised Premises; or given in hand by one party to the other and the other party acknowledges receipt of such notice from the other party in writing; or sent by facsimile, acknowledged by fax, with the original document sent by U.S. First Class Mail on the day of the fax. This Lease shall be binding upon and inure to the benefit of the parties hereto, their heirs, successors, administrators, and assigns. Any consent, express or implied, by the LANDLORD to any breach by the Tenant of any covenant or condition of this Lease shall not constitute a waiver by the LANDLORD of any prior or succeeding breach by the Tenant of the same or any other covenant or condition of this Lease. Acceptance by the LANDLORD of rent or other prepayment with knowledge of a breach or default under any term hereof by the Tenant shall not constitute a waiver by the LANDLORD of any breach or default. This Lease shall be construed and interpreted in accordance with the laws of the State of New Hampshire, and the parties to this Lease agree to litigate any matter pursuant to or arising from this Lease only in the courts of New Hampshire. Both parties waive their rights to a jury trial, and agree that any litigation of any matter pursuant to this Lease shall be decided by a judge. This Lease may be fully executed by both parties in two (2) or more counterparts, each of which shall be deemed an original and all collectively but one and the same instrument. Tenant acknowledges the legal consequences of this Lease Agreement in negotiating with the LANDLORD and acknowledges that the LANDLORD has recommended that the Tenant review this Agreement and related Exhibits with Tenant's legal representative or counsel prior to the execution of this Agreement. Tenant further acknowledges and represents that the individual executing this Lease Agreement on behalf of Tenant is duly authorized to enter into this Agreement and to bind the Tenant to the terms herein. The Tenant, for the

consideration of this Lease, hereby waives all rights of exemption relating to and/or in continuing in occupancy of the Demised Premises, by virtue of the Bankruptcy provisions of the United States Code, including without limitation, 11 U.S.C. 522. In the event that the Tenant is or becomes a Debtor under Title 11 of the United States Code, then the Tenant hereby consents to the granting to the LANDLORD relief from any and all automatic stays pursuant to the Bankruptcy Code, and further agrees that it shall not object to any motion of the LANDLORD requesting relief from any such automatic stays, and further agrees that it shall vacate the Demised Premises within two days from the date of the LANDLORD's request to do so.

15. WAIVER OF SUBROGATION: The LANDLORD and Tenant hereby release each other (and each person and legal entity claiming through each of them) from any and all liability or responsibility to the other (and each person and legal entity claiming through the other) by way of subrogation or otherwise for any loss or damage to property caused by fire or any of the extended coverage casualties covered by insurance, or by sprinkler leakage, even if such fire, other casualty, or such leakage shall have been caused by the fault or negligence of the other party or anyone for whom such party may be responsible provided, however, that its release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as the releasor's insurance policies shall contain insurance coverage and a clause or endorsement to the effect that any such release shall not adversely affect or impair the coverage of said policies or prejudice the right of the releasor to recover thereunder. If extra costs shall be chargeable therefore, each and the other party, at its election, may pay the same but shall not be obligated to do so.

16. COMMON AREAS: Tenant shall have the right to use the common areas in terms of ingress and egress to the building, in conjunction with other Tenants and business invitees, and has the right to use parking areas per approved plans and walkways as they may exist from time to time which are open to the general public. Tenant shall have no authority, express or implied, to use the common area for its own exclusive use or for advertising or storage purposes.

The Tenant and LANDLORD have caused this Lease to be executed as follows with an effective date as listed on the first page of this Lease:

TENANT: RIZZO'S MIDDLETON, LLC

By: 

George Rozopoulos, Manager

LANDLORD: ALKI KHLOE REALTY LLC

By: 

George Rozopoulos, Manager



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission

☐ For Reconsideration

LOCAL LICENSING AUTHORITY REVIEW RECORD

ABCC License Number

City/Town

Date Filed with LLA

TRANSACTION TYPE (Please check all relevant transactions):

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

APPLICANT INFORMATION

Name of Licensee:

D/B/A

ADDRESS:

CITY/TOWN:

STATE:

ZIP CODE:

Manager:

Granted under Special Legislation? Yes ☐ No ☒

If Yes, Chapter
of the Acts of (year)

Type
(i.e. restaurant, package store)

Class
(Annual or Seasonal)

Category
(i.e. Wines and Malts / All Alcohol)

LOCAL LICENSING AUTHORITY DECISION

Please indicate the decision of the
Local Licensing Authority:

Please indicate what days and hours
the licensee will sell alcohol:

If **Approving With Modifications**, please indicate below what changes the LLA is making:

Please indicate if the LLA is
downgrading the License
Category (approving only Wines
and Malts if applicant applied for All
Alcohol):

Changes to the Premises Description

Patio/Deck/Outdoor Area
Total Square Footage

Seating Capacity

Indoor Area
Total Square Footage

Number of Entrances

Number of Exits

Floor Number	Square Footage	Number of Rooms
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Abutters Notified: Yes ☐ No ☐

Date of Abutter
Notification

Date of
Advertisement

Please add any
additional remarks or
conditions here:

☐ Check here if you are attaching additional documentation

The Local Licensing Authorities By: _____

Alcoholic Beverages Control Commission
Ralph Sacramone
Executive Director

Date APPROVED by LLA



INSURANCE BINDER

DATE (MM/DD/YYYY)

02/27/18

THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON PAGE 2 OF THIS FORM.

AGENCY William J. Lynch Insurance Agency 92 High St. 2nd Floor Danvers, MA 01923		COMPANY Lloyds of London		BINDER # 2563	
PHONE (A/C, No, Ext): 978-750-0044		FAX (A/C, No): 978-750-8808		DATE EFFECTIVE 08/09/18	
CODE:		SUB CODE:		TIME 12:01	
AGENCY CUSTOMER ID: 2792		DATE EXPIRATION 08/28/18		TIME 12:01 AM	
INSURED AND MAILING ADDRESS Alki Khloe Realty LLC George Rozopoulos-Member 81 North Main St Middleton, MA 01949		DESCRIPTION OF OPERATIONS / VEHICLES / PROPERTY (Including Location) Commercial Building at 81 N Main St, Middleton, MA 01949 125% Repl Cost Coverage on Building Policy Premium \$2261.20 is Paid in full Policy Period 2/28/18 - 8/28/18			

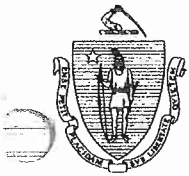
COVERAGES

LIMITS

TYPE OF INSURANCE	COVERAGE / FORMS	DEDUCTIBLE	COINS %	AMOUNT
PROPERTY CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input checked="" type="checkbox"/> SPEC	Building Coverage	1,000	100	600,000
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR		EACH OCCURRENCE		\$ 1,000,000
		DAMAGE TO RENTED PREMISES		\$ 50,000
		MED EXP (Any one person)		\$ 5,000
		PERSONAL & ADV INJURY		\$ 1,000,000
		GENERAL AGGREGATE		\$ 2,000,000
		PRODUCTS - COMP/OP AGG		\$ 1,000,000
VEHICLE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		COMBINED SINGLE LIMIT		\$
		BODILY INJURY (Per person)		\$
		BODILY INJURY (Per accident)		\$
		PROPERTY DAMAGE		\$
		MEDICAL PAYMENTS		\$
		PERSONAL INJURY PROT		\$
		UNINSURED MOTORIST		\$
VEHICLE PHYSICAL DAMAGE DED <input type="checkbox"/> ALL VEHICLES <input type="checkbox"/> SCHEDULED VEHICLES		ACTUAL CASH VALUE		\$
<input type="checkbox"/> COLLISION: <input type="checkbox"/> OTHER THAN COL:		STATED AMOUNT		\$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		AUTO ONLY - EA ACCIDENT		\$
		OTHER THAN AUTO ONLY:		\$
		EACH ACCIDENT		\$
		AGGREGATE		\$
EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM		EACH OCCURRENCE		\$
		AGGREGATE		\$
		SELF-INSURED RETENTION		\$
WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY		PER STATUTE		\$
		E.L. EACH ACCIDENT		\$
		E.L. DISEASE - EA EMPLOYEE		\$
		E.L. DISEASE - POLICY LIMIT		\$
SPECIAL CONDITIONS / OTHER COVERAGES		FEES		\$
		TAXES		\$
		ESTIMATED TOTAL PREMIUM		\$

NAME & ADDRESS

North Shore Bank ISAOA ATIMA PO Box 5490 Norwell, MA 02061	<input type="checkbox"/> ADDITIONAL INSURED	<input type="checkbox"/> LOSS PAYEE	<input type="checkbox"/> MORTGAGEE
	<input type="checkbox"/> LENDER'S LOSS PAYABLE	<input checked="" type="checkbox"/> 2nd Mortgagee	
	LOAN #:		
	AUTHORIZED REPRESENTATIVE 		



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission

☐ For Reconsideration

LOCAL LICENSING AUTHORITY REVIEW RECORD

ABCC License Number

City/Town

Date Filed with LLA

TRANSACTION TYPE (Please check all relevant transactions):

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

APPLICANT INFORMATION

Name of Licensee	<input type="text" value="Rizzo's Middleton LLC"/>	D/B/A	<input type="text"/>				
ADDRESS:	<input type="text" value="81 North Main Street"/>	CITY/TOWN:	<input type="text" value="Middleton"/>	STATE	<input type="text" value="MA"/>	ZIP CODE	<input type="text" value="01949"/>
Manager	<input type="text" value="George Rozopoulos"/>	Granted under Special Legislation? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>					
<input type="text" value="\$12 Restaurant"/>	<input type="text" value="Annual"/>	<input type="text" value="All Alcoholic Beverages"/>	If Yes, Chapter <input type="text"/>				
Type (i.e. restaurant, package store)	Class (Annual or Seasonal)	Category (i.e. Wines and Malts / All Alcohol)	of the Acts of (year) <input type="text"/>				

LOCAL LICENSING AUTHORITY DECISION

Please indicate the decision of the Local Licensing Authority:

Please indicate what days and hours the licensee will sell alcohol:

Sun-Wed: 11a.m.-9 p.m.
Thurs-Sat: 11 a.m.-10 p.m.

If **Approving With Modifications**, please indicate below what changes the LLA is making:

Please indicate if the LLA is downgrading the License Category (approving only Wines and Malts if applicant applied for All Alcohol): <input type="text"/>	<u>Changes to the Premises Description</u>	Indoor Area Total Square Footage <input type="text"/>	Floor Number	Square Footage	Number of Rooms
	Patio/Deck/Outdoor Area Total Square Footage <input type="text"/>	Number of Entrances <input type="text"/>			
	Seating Capacity <input type="text"/>	Number of Exits <input type="text"/>			

Abutters Notified: Yes ☐ No ☐

Date of Abutter Notification

Date of Advertisement

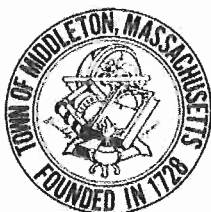
Please add any additional remarks or conditions here:

☐ Check here if you are attaching additional documentation

The Local Licensing Authorities By: _____

Alcoholic Beverages Control Commission
Ralph Sacramone
Executive Director

Date APPROVED by LLA



Town of Middleton
Memorial Hall
48 South Main Street
Middleton, Massachusetts
01949-2253
978-774-3589
www.middletonma.gov

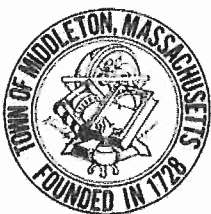
3

Common Victualler/General License Application

ALL QUESTIONS MUST BE ANSWERED AND A TELEPHONE NUMBER PROVIDED

1. Licensee Name: Middleton House of Pizza Inc
2. Name of Manager: Nektario Demakes
3. Social Security Number/FID Number: 26-3794646
4. Business Address: 221 South Main Street
5. Home Address: 6 Sheffield Dr Peabody MA 01960
6. Telephone Numbers (Please provide all numbers by which you can be reached):
Business Phone: 978-777-4777
Cell Phone: 978 395-7477
Home Phone: _____
7. Email Address: nhop221@gmail.com
8. Registered Voter? ☒ Yes ☐ No
9. Are you a U.S. Citizen? ☒ Yes ☐ No
10. Court and Date of Naturalization (if applicable) _____
(Submit proof of citizenship and/or naturalization such as Voter's Certificate, Birth Certificate or Naturalization Papers)
- 10a. Where? _____
11. Identify your criminal record: (Massachusetts/Any other state/Federal): Have you had any arrests or appearance in a criminal court or have you been charged with a criminal offense regardless of final disposition; (Must check either Yes or No)
☐ Yes ☒ No

If yes, please describe offense(s) specific charge and disposition (fine, penalty, etc.)



Town of Middleton
Memorial Hall
48 South Main Street
Middleton, Massachusetts
01949-2253
978-774-3589
www.middletonma.gov

11. Prior experience in the restaurant/food establishment industry: ☒ Yes ☐ No
If yes, please describe:

Middleton House of Pizza 20yrs

12. List all employment for the last five years:

13. Hours per week to be spend on the licensed premises: 60

14. Days and Hours of Operation: Sun-Sat 10-10

15. Seating Capacity: 27

16. Do you own/lease premises? ☒ Yes ☐ No

If Leased:

- 16a. If Yes, From Whom? WK Properties

- 16b. Terms of Lease? 60 months

(Please provide a copy of lease agreement)

I hereby swear under the pains and penalties of perjury that the information I have given in this application is true to the best of my knowledge and belief.

Nektario Demakes

Printed Name of Owner

By: Nektario Demakes
(Signature)

Date: 9/06/2018

Insurer:
MA Retail Merchants WC Group Inc.
PO Box 859222-9222
Braintree, MA 02185
(Carrier Code: 34355)

PRODUCER: Agent# 523
Georgetown Insurance Agency, Inc.
10 West Main St
Georgetown, MA 01833
Carrier Policy #: 014005034023117
Carrier Prior Policy #: 014005034023116

1. The Insured: Middleton House of Pizza, Inc.
Mailing Address: 251 Main Street
Middleton, MA 01949

Fein: 263794646

Other workplaces not shown above:
NO OTHER WORKPLACES FOR THIS POLICY

Type of Business: Corporation
Risk ID:

2. The policy period is from 12:01 a.m. on 1/01/2017 to 12:01 a.m. on 1/01/2018
at the insured's mailing address.

3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers
Compensation Law of the states listed here:
MA

- B. Employers Liability Insurance: Part Two of the policy applies to work in each
state listed in Item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident	\$ <u>500.000</u>	each accident
Bodily Injury by Disease	\$ <u>500.000</u>	policy limit
Bodily Injury by Disease	\$ <u>500.000</u>	each employee

- C. Other States Insurance:

- D. This policy includes these endorsements and schedules:

WC000000C(01/15) WC000414(07/90) WC000422B(01/15) WC200301(04/84) WC200302(05/86)
WC200303B(07/99) WC200306B(06/13) WC200405(06/01) WC200601A(07/08)

4. The premium for this policy will be determined by our Manuals of Rules,
Classifications, Rates and Rating Plans. All information required below is subject
to verification and change by audit.

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
-----------------	-------------	---	--------------------------------------	--------------------------------

SEE SCHEDULE OF OPERATIONS

Total Estimated Annual Premium \$	1,317.00			
Minimum Premium \$	267.00	Expense Constant \$.00	Deposit Premium \$.00

Town of Middleton, Massachusetts
Revenue Enforcement and Protection Certification (REAP)

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, I hereby certify under the penalties of perjury that I to my best knowledge and belief, have filed all State tax returns and paid all state taxes required by law.

Name of Company: Middleton House of Pizza

Address: 221 South Main Street

Title of Person Signing: Treasurer

Signature of Individual or Corporate Name: Nektario Demakes

Printed Name of Above: Nektario Demakes

Contact Telephone Number: 978-395-7477

Date: 9/06/2018

Social Security Number or Federal Identification Number: 26-3794646

Email Address: ~~msd~~ mhop221@gmail.com

COMMERCIAL LEASE

Peter Demakes

**Middleton House of Pizza
So. Main St Middleton, Ma 01949
978-265-2903 / 978-774-4045
E Mail: psd.2011@aol.com**

PARTIES: 7 River St LLC/ WDK Realty Trust, Warren Kelly, Manager/Trustee, 10 Perkins Rd, Middleton, MA 01949, hereinafter referred to as "LESSOR" which expression shall include its heirs, administrators, executors and assigns, wherever the context permits, does hereby lease to **Middleton House of Pizza , Peter Demakes** Of Middleton personally, hereinafter called the "LESSEE", which expression shall include its successors and assigns, wherever the context so permits, and the LESSEE hereby leases the following described premises:

- 1. DESCRIPTION OF LEASED PREMISES:** 221 So. Main St, Unit 3 Middleton, Massachusetts, consisting of approximately 2,100 net square feet of retail space. The LESSEE shall be provided with employee and customer parking, as available, in the parking lots adjacent to the building.
- 2. RENTAL TERM:** The term of this lease shall be for 60 months, commencing on September 1 2018 and ending on Sept 1, 2023.

- 3. RENT:** Yielding and paying the yearly base rent as follows, with monthly payments due on the first day of each month:

Year One Sept 2018-2019: Yearly sum \$58,800.00
Monthly Payments in advance of \$4,900.00
Year two Sept 2019-2020: Yearly sum \$61,800.00
Monthly Payments in advance of \$5,150.00
Year three Sept 2020-2021: Yearly sum \$62,400.00
Monthly Payments in advance of \$5,200.00
Year four Sept 2021-2022: Yearly sum \$63,000.00
Monthly Payments in advance of \$5,250.00
Year five Sept 2022-2023: Yearly sum \$63,600.00
Monthly Payments in advance of \$5,300.00

- 4. ADVANCE RENT/SECURITY DEPOSIT:** The LESSEE agrees to pay the LESSOR the first , Last and Security Deposit in the amount of \$14,700.00 Plus two months CAM @ \$2,030.00
Total amount due upon execution of lease \$16,730.00

- 5. COMMON AREA COSTS:** Tenant shall be liable for CAM [Common Area Maintenance] which shall include taxes, plowing, maintenance , management, common water, common lighting& septic Estimated at \$5.80 sq./ft. Total monthly charge \$1,015.00
- 6. Additional fee will be charged for Grease trap pumping at a rate of 50% of the pump cost.**

Estimated CAM Expenses

Estimated taxes \$30,000.00
Estimated landscape / snow removal @ \$18,000.00
Estimated maintenance \$4,000.00
Estimated Common utilities \$12,000.00
Estimated Septic maintenance \$9,000.00
Insurance \$2,000.00
Estimated management \$8,600.00
Estimated total Common Area cost \$83,600.00

Monthly CAM Charge \$5.80 sq. /ft.

7. SERVICES FURNISHED TO LEASE PREMISES: The Lessee agrees to pay for separately metered heat and electrical services, and water furnished to the Leased Premises, LESSEE shall also be responsible for trash removal.

8. USE OF LEASED PREMISES: The Leased Premises shall only be used for retail food service of pizza, sandwiches. No premium Coffees, blended coffee drinks, smoothies or breakfast sandwiches are permitted to be served all other proposed uses shall be subject to the written consent of the LESSOR, and the LESSOR shall have sole and complete discretion to give or withhold such consent.

9. Lessee acknowledges that this lease is a direct lease from the 7 River St LLC /WK Reality Trust

10. COMPLIANCE WITH LAWS: The LESSEE acknowledges that no trade or occupation shall be conducted in the Leased Premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal by-law or ordinance in force in the town in which the Leased Premises are situated.

11. MAINTENANCE:

LESSEE'S OBLIGATIONS: The LESSEE agrees to maintain the leased premises in good condition. Lessee agrees to perform regular preventive maintenance on the heat and air condition unit. Reasonable wear and tear, damage by fire and other casualty are accepted.

Lessee agrees to maintain unit entry and exit access in front of lessee's unit free from snow and ice. If Lessee fails to do so Lessor may remove snow and ice at lessee's expense.

LESSOR'S OBLIGATIONS: The LESSOR agrees to keep and maintain in satisfactory order, condition, and repair (1) the roof of the building, (2) the exterior walls and structures of the building including all plumbing, mechanical, and electrical systems and fixtures installed by the LESSOR, and (3) sidewalks, curbs, and grounds adjacent to the ground floor of the building. If maintenance is required because of the LESSEE, the LESSEE will pay the cost of same upon demand of the LESSOR. LESSEE must pay for an annual service contract on the HVAC equipment.

12. SUBORDINATION: This lease is subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, lien or liens on the property, now or at any time hereafter, which the Leases Premises are a part. Without limitation of any of the provisions of this lease, in the event that any mortgagee, or its assigns, shall succeed to the interest of LESSOR or any successor of the LESSOR, then this Lease shall nevertheless continue in full force and effect and LESSEE shall and does hereby agree to attorn to such mortgagee, or its assigns as its LESSOR, provided, always, however, that such mortgagee or assigns shall recognize the LESSEE as tenant under the terms and conditions of this Lease or any modification, extension, or amendment of this Lease.

13. INSURANCE: LESSEE shall maintain in full force and effect, at his own cost and expense, comprehensive general liability insurance indemnifying the LESSOR against all claims, loss or liability due to bodily injury and property damage to any person or property in or on the Leased Premises or the areas adjacent thereto and used in the LESSEE'S business with coverage of at least \$300,000.00 in respect to injury or damage to one person and at least \$300,000.00 in respect to injury or damage by any one occurrence and at least \$100,000.00 in respect to damage to property, in each case providing for notice to LESSOR prior to cancellation. LESSEE shall furnish LESSOR with certificates of such insurance by the commencement of the term.

14. ASSIGNMENT/SUBLETTING: LESSEE shall not assign this Lease or any interest therein or sublet the whole or any part of the Leased Premises without prior written consent of the LESSOR, which permission shall not be unreasonably withheld. Notwithstanding such consent, LESSEE shall remain liable to LESSOR for the payment of all rent and for the full performance of the covenants and conditions of this lease.

15. DEFAULT: In the event that:

- A. The LESSEE shall default in the payment of any installment of the rent or sum herein specified and such default shall continue for five (5) days after the due date of such payment; or
- B. The LESSEE shall default in the observance or performance of any other of the LESSEE'S covenants, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or
- C. The LESSEE shall be declared bankrupt or insolvent according to the law, or, if any assignment shall be made of the LESSEE'S property for the benefit of creditors, then the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the Leased Premises, to declare the term of this lease ended, and remove the LESSEE'S effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments, which the LESSOR may incur by reason of such termination during the residue of the term.

If the LESSEE shall default, after reasonable notice thereto, in the observance or performance of any conditioning or covenants on LESSEE'S part to be observed or performed under virtue of the provisions in any Section of this lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection with any default hereunder by the LESSEE, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action of proceeding, such sums paid or obligations incurred, with interest at the rate of ten percent (10%) per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent. Any default by the Lessee gives the Lessor all rights to terminate the lease as written with notice to the Lessee at which time the Lessee shall remove property and vacate premise within 30 days.

16. LESSOR'S ACCESS: Lessor shall have reasonable access to unit for safety and emergency reasons.

17. INDEMNIFICATION AND LIABILITY: The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by the use or escape of water or by the bursting of pipes or by any nuisance made or suffered on the Leased Premises, unless such loss is caused by the neglect of the LESSOR.

It is understood and agreed that the LESSEE assumes all risk of damage to its own property arising from any cause whatsoever, including without limitation, loss by theft or otherwise, unless caused by an act or neglect of the LESSOR.

18. HAZARDOUS WASTE: LESSEE shall not introduce on or transfer to the Leased Premises or the property of which the Leased Premises form a part any hazardous materials (as hereinafter defined); nor dump, flush or otherwise dispose of any hazardous materials into the drainage, sewage or waste disposal systems servicing the Leased Premises or the property of which the Leased Premises are a part; nor generate, store, use, release, spill or dispose of any hazardous materials in or on the Leased Premises or the property of which the Leased Premises are a part; nor transfer and hazardous materials from the Leased Premises to any other location; nor commit or suffer to be committed in or on the leased Premises or the property of which the Leased Premises are a part; any act which would require any reporting or filing of any notice with any governmental agency pursuant to any statutes, laws, codes, ordinances, rules or regulations

present or future, applicable to the Leased Premises or the property of which the Leased Premises are a part or to hazardous materials (hereinafter collectively called "Environmental Laws").

LESSEE agrees that if it or anyone claiming under it shall generate, store, release, spill, dispose of or transfer to the Leased Premises or the property of which the Leased Premises are a part any hazardous materials, it shall forthwith remove the same, at its sole cost and expense, in the manner provided by all applicable Environmental Laws, regardless of when such hazardous materials shall be discovered. Furthermore, LESSEE shall pay any fines, penalties or other assessments imposed by and governmental agency with respect to any such hazardous materials and shall forthwith repair and restore any portion of the Leased Premises or the property of which the Leased Premises are a part which it shall disturb in so removing any such hazardous materials to the condition which existed prior to LESSEE'S disturbance thereof.

LESSEE agrees to deliver promptly LESSOR any notices, orders or similar documents received from any governmental agency or official concerning any violation of any Environmental Laws or with respect to any hazardous materials affecting the Leased Premises or the property of which the Leased Premises are a part.

For purposes of this Lease, the term "hazardous materials" shall mean any include any oils, petroleum products, asbestos, and any other toxic or hazardous waste, materials and substances which are defined, determined or identified as such in any Environmental Laws or in any judicial or administrative interpretation of Environmental Laws.

The obligations of LESSEE contained in this Section 17 shall survive the expiration or termination of the LEASE. LESSEE agrees and acknowledges that the Leased Premises are served by sanitary septic system, and LESSEE agrees not to introduce any substance into said septic system that may damage or otherwise inhibit the functioning of said system.

19. SURRENDER: The LESSEE shall at the expiration or other termination of this Lease remove all LESSEE'S goods and effects from the Leased Premises (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the Leased Premises). LESSEE shall deliver to the LESSOR the Leased Premises and all keys, locks, thereto, and other fixtures other than trade fixtures connected therewith and all alterations and additions upon the Leased Premises, in good condition, damaged by fire or other casualty only accepted. In the event of the LESSEE'S failure to remove any of LESSEE'S property from the premises, LESSOR is hereby authorized without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE'S expense, or to retain same under LESSORS control or to sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

20. ALTERATIONS/ADDITIONS: The LESSEE shall not make structural alteration or additions to the Leased Premises, but may make nonstructural alterations provided the LESSOR consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at LESSEE'S expense and shall be in quality at least equal to the present construction. LESSEE shall not permit any mechanics' liens, or similar liens to remain upon the Leased Premises for labor and material furnished to LESSEE or claimed to have been furnished to LESSEE in connection with work of any character performed or claimed to have been performed at the direction of the LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR. Any alterations or improvements made by the LESSEE shall become property of the LESSOR at the termination of occupancy as provided herein.

21. FIRE, CASUALTY, EMINENT DOMAIN: Should a substantial of the Leased Premises, or of the property which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSOR may elect to terminate this lease. When such fire, casualty, or taking renders the leased Premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the LESSEE may elect to terminate this lease if:

- A. The LESSOR fails to give written notice within thirty (30) days of intention to restore Leased Premises, or
- B. The LESSOR fails to restore the Leased Premises to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty or taking.
- C. The LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the Leased Premises for any taking by eminent domain, except for damage to the LESSEE'S fixtures, property, or equipment.

22. NOTICE: All notices required or to be given hereunder shall be in writing and deemed duly given when delivered by hand or by Federal Express or comparable express delivery service or when mailed by registered or certified mail, return receipt requested, postage and registration or certification charges prepaid, addressed as follows:

If to the LESSEE:

If to the LESSOR
7 River St LLC/WDK Reality Trust
10 Perkins Rd
Middleton, MA 01949

All rent shall be made payable to: **"WDK Reality Trust"**
Executed, in duplicate, this day of 2018.

Lessee: _____ Social #
Peter Demakes & Nektario Demakes Personally
Middleton House of Pizza Inc
6 Sheffield Dr.
Peabody, Ma 01960

LESSOR: 7 River St LLC/WDK Reality Trust

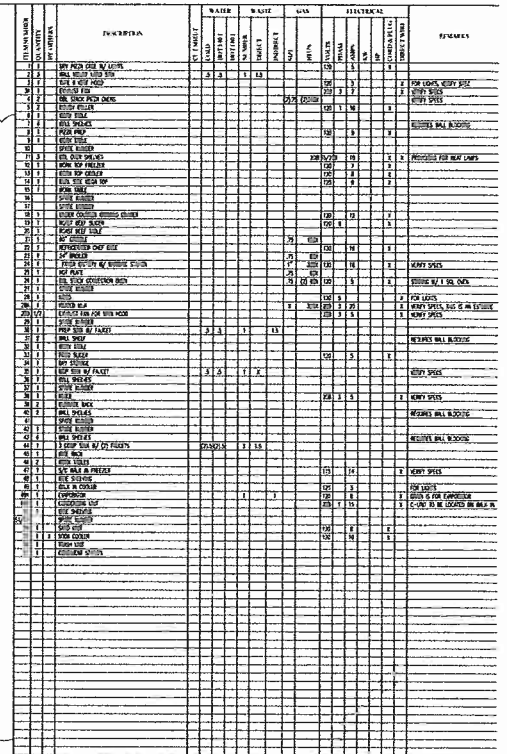
SIGNED: _____
Warren D. Kelly, Manager/Trustee

Witness: _____

ADDENMENT A

Lessor shall provide Lessee with the following:

- Two free months of rent to complete Unit buildout
- Unit walls shall be sheet rocked with primer and once coat of neutral paint color
- Basic HVAC done to retail specifications. Additional HVAC FOR RESURAUNT DEMAND SHALL BE PAID FOR BY Lessee.
- Lessor shall provide a 200 Amp Electrical Service. Wiring of all equipment shall be done at the expense of the Lessee as well as any upgrade to the 200 amp service.
- One completed Handicap Bath to include painted wall, handicap rails, suspended ceiling, lighting, flooring
- Underground plumbing to add an additional bath if required.
- Flooring allowance of \$6,000.00 [no mortared tile flooring shall be allowed]
- Lighting Allowance of \$2,000.00
- One panel on the street Pylon sign [size to be determined] Sign to be approved by Lessor and paid for by Lessee
- Lessor shall provide an exterior grease trap for Lessee which shall be maintained on a monthly basis by the Lessee at Lessees expense.
- Lessee must install at Lessees expense an inside grease trap.
- Lessee shall be restricted to a maximum of 30 seats inside for dining
- Lessee agrees that Lessor shall have the right to approve Lessees Buildout design.
- Lessee shall provide layout to Lessor for all floor drains, mop sinks, gas service and plumbing needs. Lessee shall pay for all plumbing & installation of these items.
- No paper signs, neon or lit signs are allowed in window without Lessors approval.



NORTHSHORE MARKET PLACE
6 BOURBON STREET
PEABODY, MA 01960

GLENN MADORE
 603-235-9059

www.nswmarketplace.com



CONSULTING SERVICES

50 Holt Road, Andover, MA

(508) 380-8460

August 22, 2018

Middleton Town Hall
Attn: Middleton Board of Selectmen
48 S Main St,
Middleton, MA 01949
978-777-3617

RE: STARBUCKS COFFEE- CV License
221 SOUTH MAIN ST., MIDDLETON, MA 01949

To Whom It May Concern,

Please find enclosed review package for the new Starbucks Coffee.

Enclosed

Common Vic Application

Insurance documents

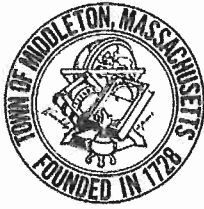
Copy of the lease

Review Fee of \$100.00

+ *Flag Plan*

If you have any questions or require any additional information please do not hesitate to call, 603-505-5633.

Respectfully,
Daniel Brennan Jr
dpb Design Consultants
50 Holt Road, Andover MA 01810
603-505-5633
dpbpermits@gmail.com



Town of Middleton
Memorial Hall
48 South Main Street
Middleton, Massachusetts
01949-2253
978-774-3589
www.middletonma.gov

Common Victualler/General License Application

ALL QUESTIONS MUST BE ANSWERED AND A TELEPHONE NUMBER PROVIDED

1. Licensee Name: STARBUCKS CORPORATION- DBA- STARBUCKS COFFEE
2. Name of Manager: Thomas Martinello, Jr
3. Social Security Number/FID Number: 91-1325671
4. Business Address: 221-- 227 SOUTH MAIN ST
5. Home Address: 124 Chestnut St. North Reading, MA 01864
6. Telephone Numbers (Please provide all numbers by which you can be reached):
Business Phone: _____
Cell Phone: 781-521-3807
Home Phone: 781-521-3807
7. Email Address: TomMartinello@yahoo.com
8. Registered Voter? ☒ Yes ☐ No
9. Are you a U.S. Citizen? ☒ Yes ☐ No
10. Court and Date of Naturalization (if applicable) NA
(Submit proof of citizenship and/or naturalization such as Voter's Certificate, Birth Certificate or Naturalization Papers)
10a. Where? NA
11. Identify your criminal record: (Massachusetts/Any other state/Federal): Have you had any arrests or appearance in a criminal court or have you been charged with a criminal offense regardless of final disposition; (Must check either Yes or No)
☐ Yes ☒ No
If yes, please describe offense(s) specific charge and disposition (fine, penalty, etc.)
NA



Town of Middleton
Memorial Hall
48 South Main Street
Middleton, Massachusetts
01949-2253
978-774-3589
www.middletonma.gov

11. Prior experience in the restaurant/food establishment industry: ☒ Yes ☐ No
If yes, please describe:

Starbucks Coffee Company 04/01/2014 - Present

Prior - Food runner / Waiter at the TD Garden

12. List all employment for the last five years:

Starbucks Coffee Company 04/01/2014 - Present

13. Hours per week to be spend on the licensed premises: 40 hours

14. Days and Hours of Operation: 7 DAYS PER WEEK 5AM- 11PM

15. Seating Capacity: 45 INSIDE - 10 PATIO

16. Do you own/lease premises? ☒ Yes ☐ No

If Leased:

16a. If Yes, From Whom? 7 RIVER STREET LLC

16b. Terms of Lease? 10 yrs
(Please provide a copy of lease agreement)

I hereby swear under the pains and penalties of perjury that the information I have given in this application is true to the best of my knowledge and belief.

STARBUCKS CORPORATION -AGENT DANIEL BRENNAN
Printed Name of Owner

By: 
(Signature)

Date: 08/21/18

603-505-5633



The Commonwealth of Massachusetts
Department of Industrial Accidents
Office of Investigations
1 Congress Street, Suite 100
Boston, MA 02114-2017
www.mass.gov/dia

Print Form

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information

Please Print Legibly

Business/Organization Name: STARBUCKS COFFEE

Address: 2401 UTAH AVENUE SOUTH

City/State/Zip: SEATTLE, WASHINGTON 98134

Phone #: (206) 318-1575

Are you an employer? Check the appropriate box:

1. ☒ I am a employer with 150,000+ employees (full and/or part-time).*
2. ☐ I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
3. ☐ We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**
4. ☐ We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

5. ☐ Retail
6. ☒ Restaurant/Bar/Eating Establishment
7. ☐ Office and/or Sales (incl. real estate, auto, etc.)
8. ☐ Non-profit
9. ☐ Entertainment
10. ☐ Manufacturing
11. ☐ Health Care
12. ☐ Other

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

**If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: XL Specialty Insurance Co.

Insurer's Address: 70 Seaview Avenue

City/State/Zip: Stamford, CT 06902-6040

Policy # or Self-ins. Lic. # RWD5000339-05

Expiration Date: 01-OCT-2018

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature:

Date: 06/28/18

Phone #: 603-505-5633

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: Permit/License #

Issuing Authority (circle one):

1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office
6. Other

Contact Person:

Phone #:

Memorandum of Insurance

MEMORANDUM OF INSURANCE					DATE 27-Sep-2017	
<p>This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=2061. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p>						
PRODUCER Marsh USA Inc. ("Marsh")			COMPANIES AFFORDING COVERAGE			
INSURED Starbucks Corporation, et al* P O Box 34067 Seattle Washington 98124-1067 United States			Co. A Greenwich Ins. Co./XL Specialty Insurance Company Canadian Branch (Canada GL)			
			Co. B XL Insurance America Inc. / XL Specialty Insurance Company			
			Co. C XL Specialty Insurance Co.			
			Co. D Zurich American Ins. Co. / Zurich Ins. Co. Ltd. (Canada)			
			Co. E			
				Co. F		
COVERAGES						
<p>THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS MEMORANDUM MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS</p>						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS LIMITS IN USD UNLESS OTHERWISE INDICATED	
A A	GENERAL LIABILITY Commercial General Liability Occurrence	RG05000342-05 CA00002814LI17A	01-OCT-2017 01-OCT-2017	01-OCT-2018 01-OCT-2018	GENERAL AGGREGATE	USD 5,000,000
					PRODUCTS - COMP/OP AGG	USD 2,000,000
					PERSONAL AND ADV INJURY	USD 1,000,000*
					EACH OCCURRENCE	USD 1,000,000*
					FIRE DAMAGE (ANY ONE FIRE)	USD 1,000,000*
					MED EXP (ANY ONE PERSON)	Not Covered
A	AUTOMOBILE LIABILITY Any Auto	RAD500034105	01-OCT-2017	01-OCT-2018	COMBINED SINGLE LIMIT	USD 2,000,000
					BODILY INJURY (PER PERSON)	
					BODILY INJURY (PER ACCIDENT)	
					PROPERTY DAMAGE	
B B	EXCESS LIABILITY Umbrella Form	US00076664LI17A CA00004594LI17A	01-OCT-2017 01-OCT-2017	01-OCT-2018 01-OCT-2018	EACH OCCURENCE	USD 20,000,000
					AGGREGATE	USD 20,000,000
	GARAGE LIABILITY				AUTO ONLY (PER ACCIDENT)	
					OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	
					AGGREGATE	
C C	WORKERS COMPENSATION / EMPLOYERS LIABILITY THE PROPRIETOR / PARTNERS / EXECUTIVE OFFICERS ARE Included	RWD5000339-05 RWR5000340-05	01-OCT-2017 01-OCT-2017	01-OCT-2018 01-OCT-2018	WORKERS COMP LIMITS	
					EL EACH ACCIDENT	USD 1,000,000
					EL DISEASE - POLICY LIMIT	USD 1,000,000
					EL DISEASE - EACH EMPLOYEE	USD 1,000,000
D	US PROPERTY	PPR2850979-19	01-OCT-2017	01-OCT-2020	PER OCCURRENCE	USD 1,500,000
D	CANADA PROPERTY	8828744	01-OCT-2017	01-OCT-2020	PER OCCURRENCE	USD 1,500,000
D	CANADA BOILER & MACHINERY	8828744	01-OCT-2017	01-OCT-2020	PER OCCURRENCE	USD 1,500,000
<p>The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.</p>						

DATE

Town of Middleton, Massachusetts
Revenue Enforcement and Protection Certification (REAP)

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A, I hereby certify under the penalties of perjury that I to my best knowledge and belief, have filed all State tax returns and paid all state taxes required by law.

Name of Company: STARBUCKS CORPORATION -DBA-STARBUCKS COFFEE

Address: 2401 UTAH AVENUE SOUTH, SEATTLE, WASHINGTON 98134

Title of Person Signing: PERMIT/LICENSE EXPEDITOR

Signature of Individual or Corporate Name: STARBUCKS CORPORATION



Printed Name of Above: DANIEL BRENNAN

Contact Telephone Number: 603-505-5633

Date: 08/21/18

Social Security Number or Federal Identification Number: 91-1325671

Email Address: DPBPERMITS@GMAIL.COM

SITE SCHEDULE - "A"					
DESIGN ID	COUNT	DESCRIPTION	FURN. BY	INST. BY	COMMENTS
EXTERIOR MENU					
14116	1	MENU BOARD - DT DIGITAL ORDER SCREEN - FLAT BLACK MT0098	SB	GC	
14118	1	MENU BOARD - DT 3 PANEL FREESTANDING - 77X55IN 130X1165MM - FLAT BLACK MT0098	SB	GC	
14120	1	MENU BOARD - DT PRE-MENU FREESTANDING - 26X55IN 615X1621MM - FLAT BLACK MT0098	SB	GC	
14122	1	MENU BOARD - DT DIGITAL ORDER SCREEN CONTROL BOX	SB	GC	
OTHER					
12922	1	DT WINDOW SHELF - 48IN 1205MM - SB	LL	LL	
12943	2	BIKE RACK HOOP	LL	LL	
14093	1	DT WAYFINDING GRAPHIC ORDER POINT STAR PATTERN - WHITE	GC	GC	
14285	1	DT WAYFINDING GRAPHIC EXT ARROW - WHITE	GC	GC	
14101	2	DT WAYFINDING GRAPHIC ENTRY ARROW - GREEN	GC	GC	
14103	11	BOLLARD NONILLUMINATED SQUARE - FLAT BLACK MT0098	SB	GC	
14163	1	DT ORDER POINT CANOPY FREESTANDING - FLAT BLACK MT0098	SB	GC	
14284	6	DT WAYFINDING GRAPHIC DIRECTIONAL DOUBLE ARROW - WHITE	GC	GC	
14103	1	DT ORDER POINT CANOPY FREESTANDING - FLAT BLACK MT0098	SB	GC	
X0001	1	VEHICLE DETECTOR LOOP	SB	LL	HM ELECTRONICS VOL100. INSTALL PER MANUFACTURER'S INSTRUCTIONS.
X0002	1	VEHICLE DETECTOR LOOP	SB	LL	HM ELECTRONICS VOL100. INSTALL PER MANUFACTURER'S INSTRUCTIONS.
X0003	1	OTHER - PATIO RAILING	LL	LL	AMERISTAR FENCE STYLE: ECHOLON PLUS 34 RAIL MAJESTIC PANEL FINISH: BLACK POWDER-COATED ALUMINUM
UMBRELLA					
12147	2	UMBRELLA - BASE SELS 43KG - FLAT BLACK MT0098	SB	GC	
10828	2	UMBRELLA - WITHOUT VALANCE - 8FT 183CM - BLACK CANVAS T051	SB	GC	

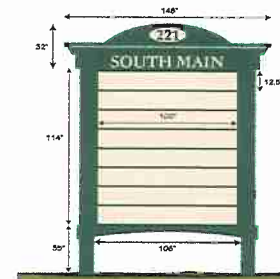
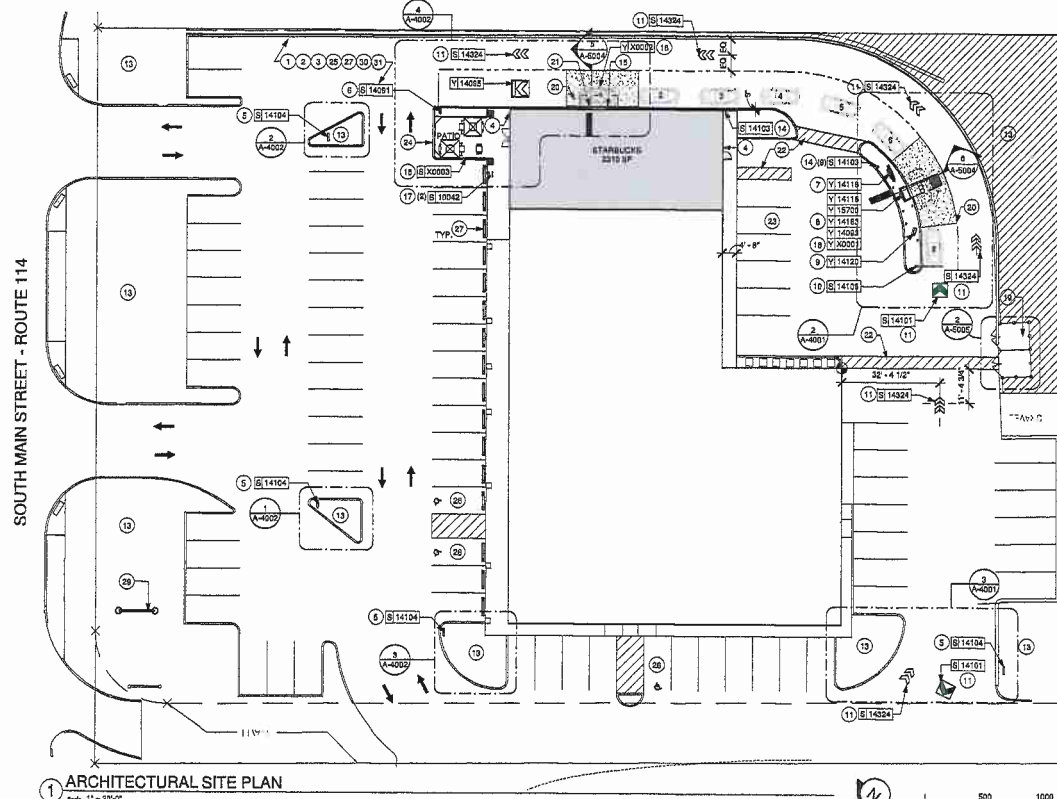
EXTERIOR SIGNAGE SCHEDULE - "B"					
DESIGN ID	COUNT	DESCRIPTION	FURN. BY	INST. BY	COMMENTS
SIGNAGE - DISK					
13164	1	SIGN - DISK SF ILLUMINATED FLUSH MOUNTED EVOLVED - 6IN 152MM	SB	SB	
SIGNAGE - DRIVE THRU					
14081	1	SIGN - DT DIRECTIONAL EXIT SIGN ILLUMINATED ARROW SERIES - 48IN 1170MM	SB	SB	HILTON DISPLAYS GC TO COORDINATE FINAL SET UP WITH VENDOR TO PROVIDE ELECTRICAL AND BLOCKING AS REQUIRED. REFER TO 2A-4201
14089	2	SIGN - DRIVE THRU ILLUMINATED ARROW SERIES FLUSH MOUNTED - 19H 48N 1353MM	SB	SB	HILTON DISPLAYS GC TO COORDINATE FINAL SET UP WITH VENDOR TO PROVIDE ELECTRICAL AND BLOCKING AS REQUIRED. REFER TO 2A-4201
14104	4	SIGN - DT DIRECTIONAL ILLUMINATED ARROW SERIES WITH LOGO - 48N 1170MM	SB	SB	HILTON DISPLAYS GC TO COORDINATE FINAL SET UP WITH VENDOR TO PROVIDE ELECTRICAL AND BLOCKING AS REQUIRED. REFER TO 2A-4201
14105	1	SIGN - DT CLEARANCE BAR ARROW SERIES FREESTANDING	SB	SB	
SIGNAGE - WORDMARK					
16492	2	SIGN - WORDMARK STARBUCKS FLUSH MOUNTED - 15IN 381MM	SB	SB	HILTON DISPLAYS GC TO COORDINATE FINAL SET UP WITH VENDOR TO PROVIDE ELECTRICAL AND BLOCKING AS REQUIRED. GREEN COLOR.

RESPONSIBILITY LEGEND

GC GENERAL CONTRACTOR
LL LANDLORD
SB STARBUCKS

NOTE: SIGNAGE UNDER SEPARATE PERMIT. SHOWN FOR REFERENCE AND COORDINATION ONLY.

NOTE: ARCHITECTURAL SITE PLAN PREPARED BASED ON LL DRAWINGS RECEIVED ON 02/09/2018



2 TYP. MONUMENT SIGN
Scale: 1" = N.T.S.

ARCHITECTURAL SITE PLAN NOTES

- REFER TO EXTERIOR ELEVATIONS ON SHEET A-2001 FOR BUILDING SIGNAGE LOCATION AND DESIGN. REFER TO ELECTRICAL PLANS FOR ELECTRICAL REQUIREMENTS.
- LANDSCAPING TO BE PROVIDED PER ZONING CODE AND LEED REQUIREMENTS.
- DRIVE-THRU EQUIPMENT INCLUDING VEHICLE DETECTION LOOP, WIRELESS COMMUNICATION AND MONITORING COORDINATED BY STARBUCKS CONSTRUCTION MANAGER. REFER TO ELECTRICAL SPECIFICATIONS FOR ELECTRICAL REQUIREMENTS.
- LANDLORD TO PROVIDE 6" (150MM) THICK CONCRETE PAVING THE LENGTH OF THE DRIVE-THRU LANE. EXTENT TO INCLUDE DRIVE-THRU WINDOW STANDING PAD.
- GENERAL CONTRACTOR TO APPLY CONCRETE SEALER TO ALL EXTERIOR CONCRETE PATIO AND WALKWAY SURFACES.
- SEE SHEET A-2001 FOR ARCHITECTURAL SITE DETAILS.

SHEET NOTES

- PROVIDE PROTECTIVE BOLLARDS ON BOTH SIDES OF EXTERIOR ELECTRICAL/UTILITY SERVICE ADJACENT TO VEHICULAR TRAFFIC. EXEMPT INCLUDE FIRE GAS AND ELECTRICAL METERS, SITE TRANSFORMERS, ETC.
- ALL CONCRETE FOOTINGS (DIRECTIONAL, MENU BOARD, MONUMENT SIGN, PRE-MENU BOARD, CLEARANCE BAR, ORDER POINT CANOPY, ETC.) TO BE FINISHED IN INTERIOR BLACK OR APPROVED COLOR BY STARBUCKS DESIGN/CONSTRUCTION TEAM.
- STARBUCKS SIGNAGE VENDOR TO COORDINATE APPROVALS AND PERMITS FOR EXTERIOR SIGNAGE SEPARATELY AS REQUIRED. NOT INCLUDED IN TENANT BUILD-OUT APPLICATION.
- LL TO PROVIDE ELECTRICAL OUTLET AND HOSE BIB AT BOTH THE PATIO AND WORKROOM SERVICE DOOR AS INDICATED. SEE EXTERIOR ELEVATIONS FOR MORE INFORMATION.
- INDICATES FREESTANDING ILLUMINATED DRIVE-THRU DIRECTIONAL SIGNAGE. LL TO PROVIDE ELECTRICAL AND FOOTING.
- INDICATES FREESTANDING ILLUMINATED DRIVE-THRU SET ONLY. THANK YOU SIGN. LL TO PROVIDE ELECTRICAL AND FOOTING. REFER TO SITE DETAILS FOR MORE INFORMATION.
- INDICATES MENU BOARD. LL TO PROVIDE ELECTRICAL AND FOOTING.
- INDICATES DIGITAL ORDER SCREEN AND CANOPY. LL TO PROVIDE ELECTRICAL AND FOOTING. REFER TO DOOR CONTROL BOX DETAILS FOR MORE INFORMATION.
- INDICATES PRE-MENU BOARD AS INDICATED. LL TO PROVIDE ELECTRICAL AND FOOTING.
- INDICATES FREESTANDING CLEARANCE BAR AS INDICATED. LL TO PROVIDE FOOTING.
- WAYFINDING ENTRY & EXT GRAPHICS AS INDICATED. REFER TO SITE DETAILS FOR MORE INFORMATION.
- NOT USED.
- LANDSCAPING BY LL UNDER SEPARATE PERMIT. TYP.
- INSTALL BOLLARDS AS INDICATED OVER LL PROVIDED FOOTING. REFER TO SITE DETAILS FOR MORE INFORMATION.
- LANDLORD TO INSTALL EXTERIOR SHELF, DRIVE-THRU WINDOW AND HEATED BLACK AIR CURTAIN AS INDICATED. REFER TO SITE DETAILS FOR MORE INFORMATION.
- LANDLORD TO INSTALL PATIO RAILING PER STARBUCKS SPECIFICATIONS.
- LANDLORD TO PROVIDE & INSTALL BIKE RACK PER STARBUCKS SPECIFICATIONS.
- LANDLORD TO INSTALL TENANT PROVIDED VEHICLE DETECTOR LOOP @ CENTERLINE OF ORDER POINT & DRIVE-THRU WINDOW. REFER TO SITE DETAILS FOR MORE INFORMATION.
- TRASH ENCLOSURE AND HOSE BIB BY LANDLORD. SEE DETAILS FOR COORDINATION.
- INDICATES EXTENTS OF CONCRETE DRIVE-THRU LANE PROVIDED BY LANDLORD AS INDICATED. EXTENSION TO BE WIDTH OF DRIVE-THRU LANE AND LESS THAN 12'-0" AND EXTENDS FROM 12'-0" BEFORE ORDER POINT TO 12'-0" AFTER DT WINDOW.
- LANDLORD TO PROVIDE 1'-0" CLEARANCE FROM EXTERIOR FINISH FACE TO FACE OF CURB AT DRIVE-THRU BUMP OUT AS INDICATED. REFER TO SITE DETAILS FOR FURTHER CLARIFICATION.
- STRIPPING TO TRASH ENCLOSURE BY LANDLORD.
- GREASE TRAP BY LANDLORD UNDER SEPARATE PERMIT. SUBMITTAL. LANDLORD TO VERIFY THAT STARBUCKS AND CITY REQUIREMENTS ARE MET. COORDINATE FINAL LOCATION WITH LANDLORD'S MEP DWGS.
- EXTENT OF STARBUCKS PATIO. PER LANDLORD WORK LETTER.
- SITE PLAN FOR REFERENCE ONLY. LANDLORD TO OBTAIN ALL APPROVALS AND PERMITS FOR SITE WORK AND COORDINATE ALL FOOTING LOCATIONS PER STARBUCKS SITE PLAN.
- INDICATES ADA PARKING LOCATION. PER LL CIVIL DRAWINGS.
- WHEEL STOPS BY LANDLORD PER WORK LETTER REQUIREMENTS. TYP.
- NOT USED.
- MONUMENT SIGN. LL TO PROVIDE FOOTING AND ELECTRICAL CONDUIT PER TENANT'S DRAWINGS.
- ALL STRIPING AND DIRECTIONAL LIGHTING BY LL.
- LANDLORD TO PROVIDE SITE LIGHTING INCLUDING PATIO LIGHTING TO COMPLY WITH WORK LETTER REQUIREMENTS.



STARBUCKS COFFEE COMPANY
2401 UTAH AVENUE SOUTH
SEATTLE, WASHINGTON 98134
(206) 318-1575

THESE DRAWINGS AND SPECIFICATIONS ARE CONFIDENTIAL AND SHALL REMAIN THE SOLE PROPERTY OF STARBUCKS CORPORATION, WHICH IS THE OWNER OF THE COPYRIGHT IN THIS WORK. THEY SHALL NOT BE REPRODUCED (IN WHOLE OR IN PART), SHARED WITH THIRD PARTIES OR USED IN ANY MANNER ON OTHER PROJECTS OR EXTENSIONS TO THIS PROJECT WITHOUT THE PRIOR WRITTEN CONSENT OF STARBUCKS CORPORATION. THESE DRAWINGS AND SPECIFICATIONS ARE INTENDED TO EXPRESS DISSENT FOR A PROTOTYPICAL STARBUCKS STORE (WHICH IS SUBJECT TO CHANGE AT ANYTIME AND DO NOT REFLECT ACTUAL SITE CONDITIONS). NEITHER PARTY SHALL HAVE ANY OBLIGATION NOR LIABILITY TO THE OTHER (EXCEPT STATED ABOVE) UNTIL A WRITTEN AGREEMENT IS FULLY EXECUTED BY BOTH PARTIES.

STARBUCKS TEMPLATE VERSION: 02/17/2022

BKA ARCHITECTS
Boston • Brockton
147 Crescent Street
Brockton, MA 01907
(508) 583-2700
bka@bkaarchitects.com



PROJECT NAME:
BUILD OUT OF
STARBUCKS COFFEE.
MIDDLETON ROUTE 114

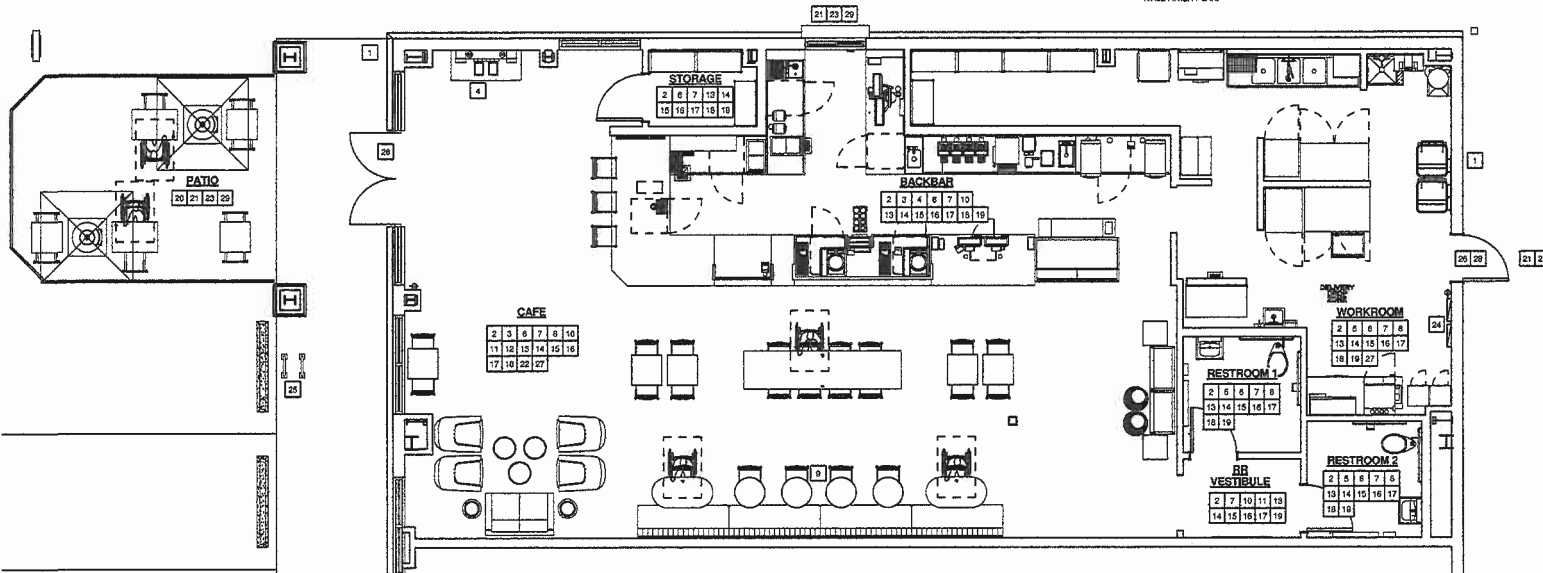
PROJECT ADDRESS:
221 SOUTH MAIN ST. (ROUTE 114)
MIDDLETON, MA 01949
ESSEX COUNTY

STORE #: 54813
PROJECT #: 80311-001
ISSUE DATE: 07/16/18
DESIGN MANAGER: E. KUDER
LEEDS AP:
PRODUCTION DESIGNER: M. BARAQO
CHECKED BY: K. BETENCOURT

Revision Schedule			
Rev	Date	By	Description

SHEET TITLE:
ARCHITECTURAL SITE PLAN
SCALE: AS SHOWN
SHEET NUMBER:

A-1001



1 SCOPE OF WORK PLAN
Scale: 1/4" = 1'-0"

GENERAL NOTE

NOTE THAT WORK AS SHOWN AND DESCRIBED ON THIS SHEET IS SCHEMATIC IN NATURE AND IS FOR INFORMATIONAL PURPOSES ONLY. PLEASE REFER TO THE RELEVANT SHEETS FOR COMPLETE INFORMATION AND EXACT EXTENT OF WORK FOR EACH ITEM LISTED.

STARBUCKS GC AND CONSTRUCTION MANAGER TO VERIFY EXISTING TENANT SPACE DIMENSIONS PRIOR TO CONSTRUCTION. NOTIFY ACR IF DISCREPANCIES ARE FOUND.

SCOPE OF WORK SUMMARY

1. LANDLORD TO PROVIDE AND INSTALL EXTERIOR HOSE BIBS AND OUTLETS AS INDICATED ON EXTERIOR ELEVATIONS.
2. STARBUCKS GC TO CONSTRUCT NEW INTERIOR PARTITION WALLS AS INDICATED ON FLOOR PLAN.
3. STARBUCKS GC TO INSTALL NEW CASEWORK ITEMS AS INDICATED ON CASEWORK PLAN.
4. STARBUCKS GC TO INSTALL NEW CONDIMENT CART AS INDICATED ON CASEWORK PLAN.
5. STARBUCKS GC TO INSTALL NEW PLUMBING ITEMS AS INDICATED ON PF&E PLAN.
6. STARBUCKS GC TO INSTALL NEW EQUIPMENT AS INDICATED ON PF&E PLAN.
7. STARBUCKS GC TO INSTALL NEW MISCELLANEOUS ITEMS AS INDICATED ON PF&E PLAN.
8. STARBUCKS GC TO INSTALL NEW FURNITURE AS INDICATED ON PF&E PLAN.
9. STARBUCKS GC TO INSTALL NEW BANQUETTE WITH POWER AS INDICATED ON CASEWORK AND PENETRATION PLANS.
10. STARBUCKS GC TO INSTALL NEW GRAPHICS AS INDICATED ON INTERIOR ELEVATIONS.
11. STARBUCKS GC TO INSTALL NEW WALL CLADDING AS INDICATED ON WALL FINISH PLAN AND INTERIOR ELEVATIONS.
12. STARBUCKS GC TO INSTALL NEW CHAIR RAIL AND WAINSCOT AS INDICATED ON WALL FINISH AND CASEWORK PLANS.
13. STARBUCKS GC TO INSTALL NEW WALL FINISHES THROUGHOUT AS INDICATED ON INTERIOR ELEVATIONS AND WALL FINISH PLAN.
14. STARBUCKS GC TO INSTALL NEW FLOOR FINISHES AS INDICATED ON FLOOR FINISH PLAN.
15. STARBUCKS GC TO INSTALL NEW LIGHT FIXTURES AS INDICATED ON REFLECTED CEILING PLANS.
16. STARBUCKS GC TO INSTALL NEW CEILING FINISHES AS INDICATED ON REFLECTED CEILING AND DIMENSIONED CEILING PLANS.
17. STARBUCKS GC TO PATCH, PRIME AND PAINT WALL, CEILING AND/OR SOFFITS AS INDICATED ON REFLECTED CEILING PLANS AND INTERIOR ELEVATIONS.
18. STARBUCKS GC TO INSTALL NEW ELECTRICAL OUTLETS AS INDICATED ON PENETRATION PLAN.
19. STARBUCKS GC INSTALL NEW DOORS AS INDICATED.
20. REFER TO SITE PLAN FOR EXTERIOR SCOPE OF WORK. ALL SIGNS AND AWNINGS TO BE PERMITTED SEPARATELY.
21. SIGNAGE VENDOR TO INSTALL SITE & BUILDING SIGNAGE AS INDICATED ON THE SITE PLAN & EXTERIOR ELEVATIONS.
22. GC TO COORDINATE WITH LANDLORD AND SUBCONTRACTOR FOR ALL PPE PROTECTION SYSTEMS AS REQUIRED BY LOCAL FIRE MARSHAL.
23. LANDLORD TO FURNISH AND INSTALL ALL SITE PLAN IMPROVEMENTS PER TENANT'S CONSTRUCTION DOCUMENTS, AND ALL JURISDICTIONAL REQUIREMENTS AND CODES.
24. LANDLORD TO FURNISH AND INSTALL (2) "SQUARE D" OR EQUAL (WITH PRIOR APPROVAL BY TENANT) NEMA #01, TYPE 1, 400 AMP RATED MAIN ELECTRICAL PANELS.
25. LANDLORD TO INSTALL AND PROVIDE BIKE RACKS AS PER TENANT'S CONSTRUCTION DOCUMENTS.
26. LANDLORD TO FURNISH AND INSTALL DOORS, DOOR HARDWARE AND WINDOWS PER TENANT'S CONSTRUCTION DOCUMENTS.
27. LANDLORD TO PROVIDE NEW HVAC ROOFTOP UNITS AND STRUCTURAL SUPPORTS PER APPLICABLE CODES & TENANT'S SPECIFICATIONS / CONSTRUCTION DOCUMENTS.
28. LANDLORD TO SUPPLY AND INSTALL SECURITY LIGHT AT REAR ENTRANCE WITH A MINIMUM OF 5000 LUMENS AND PARKING LOT POLE LIGHTS AT A MINIMUM OF 1.5 FTS PER TENANT'S CONSTRUCTION DOCUMENTS.
29. LANDLORD TO SUPPLY AND INSTALL EXTERIOR SCENES AS INDICATED IN TENANT CONSTRUCTION DOCUMENTS.



STARBUCKS COFFEE COMPANY
2401 UTAH AVENUE SOUTH
SEATTLE, WASHINGTON 98134
(206) 318-1575

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STARBUCKS TEMPLATE VERSION 12/17/2022

BKA ARCHITECTS
Boston • Brackton
142 Crockett Street
Boston, MA 02202
(617) 267-2700
bkaarchitects.com



PROJECT NAME:
BUILD OUT OF
STARBUCKS COFFEE,
MIDDLETON ROUTE 114
PROJECT ADDRESS:
221 SOUTH MAIN ST. (ROUTE 114)
MIDDLETON, MA 01949
ESSEX COUNTY

STORE #: 54813
PROJECT #: 80311-001
ISSUE DATE: 07/16/18
DESIGN MANAGER: E. KLUGER
LEDDO AP:
PRODUCTION DESIGNER: M. SARAGO
CHECKED BY: K. BETTINGOURT

Revision Schedule		
Rev	Date	By Description

SHEET TITLE:
SCOPE OF WORK PLAN
SCALE: AS SHOWN
SHEET NUMBER:
G-0006

COMMERCIAL LEASE

**221 SOUTH MAIN STREET
MIDDLETON, MASSACHUSETTS**

between

7 River Street LLC

and

STARBUCKS CORPORATION

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COMMERCIAL LEASE

THIS COMMERCIAL LEASE ("Lease"), is made and entered into as of April 26, 2018 (the "Effective Date"), by and between **7 River Street LLC** a Massachusetts limited liability company with a mailing address of 10 Perkins Way, Middleton, MA 01949, ("Landlord") and **Starbucks Corporation**, a Washington corporation ("Tenant").

1. PREMISES.

1.1 PREMISES. Landlord is the owner of a multi-tenant retail building located at 221 South Main Street, Middleton, Massachusetts (the "**Building**") situated upon the real property legally described in **Exhibit A** attached hereto and by this reference incorporated herein (the "**Property**"), which Building and Property are together referred to herein as the "**Shopping Center**". In consideration of the mutual promises, covenants, and conditions herein set forth, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for the Term (defined below) of this Lease, a certain unit located in the Building containing approximately 2,310 square feet of Gross Leasable Area (as defined below) as shown by cross-hatching on **Exhibit B** attached hereto and by this reference incorporated herein (the "**Premises**"). In addition, Tenant shall have the right to operate a drive-through facility containing one drive-through lane as shown on **Exhibit B-1** (and a pass-through lane if required by any applicable laws, rules, or regulations). For purposes of this Lease, the "**Gross Leasable Area**" of the Premises shall be measured in accordance with BOMA standards (from the exterior surface of the exterior walls to the center of any shared walls), and shall not include the drive-through area, any outdoor seating area, common areas or any other areas exterior to the Premises.

"Gross Leasable Area" shall mean the number of gross square feet of all leasable floor area contained within the Building intended primarily for the exclusive use by an occupant for any length of time, including, without limitation any common areas, but excluding the two (2) rear spaces intended for industrial purposes and any buildings structures or uses undertaken in the fenced in portion of the Property located behind the Building. Such Gross Leasable Area shall be measured from the exterior face of exterior walls, the line along the front of the such premises where it abuts the sidewalk or other Common Area (which line is commonly known as the "lease line"), and the center line of any wall that such premises shares with other leasable areas within the Building.

2. TERM.

2.1 TERM. The "**Initial Term**" shall mean ten (10) Lease Years, commencing on the Rent Commencement Date (as defined in Section 3.1 below), and ending on the last day of the tenth (10th) Lease Year, unless sooner terminated or extended as provided herein. For purposes of this Lease, the word "**Term**" shall mean the Initial Term and any Extension Term (as defined in Section 2.4.1 below), and the "**Expiration Date**" shall mean the last day of the last Lease Year of the Term. Promptly after the Rent Commencement Date, Landlord and Tenant shall execute a certificate in the form of **Exhibit F** stating the actual Commencement Date (as defined in Section 2.2. below), the Rent Commencement Date, and the Expiration Date. Landlord's failure or refusal to execute and deliver such certificate to Tenant within ten (10) days after receipt thereof shall constitute an acknowledgment by Landlord that the factual statements contained therein are true and correct without exception and may be relied upon by Tenant.

2.2 DELIVERY. The "**Commencement Date**" shall mean the date on which all of the following conditions have been satisfied, or waived by Tenant in writing:

- (a) Landlord has completed Landlord's Work (as defined in Section 4.2);
- (b) Landlord has delivered actual possession and control of the Premises to Tenant;
- (c) Landlord and Tenant have executed and delivered a written notice of delivery and acceptance of the Premises in the form attached hereto as **Exhibit D**;

- (d) Landlord has delivered a fully executed copy of this Lease to Tenant; and
- (e) Landlord has removed all Hazardous Substances from the Property in accordance with the provisions of Article 8 hereof.

Landlord shall deliver the Premises to Tenant, in the condition called for in subsections (a) through (e) above on September 1, 2018 (the "**Scheduled Delivery Date**"). Tenant, in its sole discretion, may elect to accept delivery of the Premises prior to the aforesaid date, but is not required to do so. Tenant's election to accept delivery of the Premises prior to the Scheduled Delivery Date (or any other changes to the Scheduled Delivery Date) must be in writing and signed by a duly authorized signatory of Tenant in order to be effective.

2.3 LEASE YEAR. For the purpose of this Lease, subject to the two additional provisions set forth below in this Section 2.3, the term "**Lease Year**" shall mean and refer to that period of twelve (12) full consecutive calendar months beginning with the first full calendar month of the Term and each subsequent period of twelve (12) consecutive calendar months during the Term. If the Term commences on a day other than the first day of a calendar month, then the initial fractional month of the Term plus the next succeeding twelve (12) full calendar months shall constitute the first Lease Year of the Term. If the last day of the first Lease Year falls between September 1 and January 31, then the first Lease Year shall be extended to end on the last day in February and each subsequent Lease Year shall begin on March 1.

2.4 EXTENSION.

2.4.1 Tenant shall have the option to extend the Term for four (4) consecutive five (5) year period(s) (each an "**Extension Term**") upon the same terms and conditions as contained in this Lease. The Base Rent for each Extension Term shall be as set forth in Article 3 below. To exercise an extension option, Tenant shall give Landlord notice ("**Tenant's Extension Notice**") at least one hundred eighty (180) days prior to the then-current Expiration Date (the "**Extension Deadline**"). Tenant's Extension Notice shall be effective to extend the Term without further documentation.

3. RENT.

3.1 BASE RENT. Tenant shall pay to Landlord at Landlord's address provided in Section 25 of this Lease, or to such other person or at such other place as Landlord may designate in writing, rent as follows ("**Base Rent**"):

Lease Years	\$ Per Square Foot Per Year	Monthly Installment	Annual Rent
1-5	XX	XX	XX
6-10	XX	XX	XX

Extension Term(s):

11-15	XX	XX	XX
16-20	XX	XX	XX
21-25	XX	XX	XX
26-30	XX	XX	XX

Tenant shall begin to pay Base Rent and all other charges hereunder on the date (the "**Rent Commencement Date**") that is the earlier to occur of (a) the date Tenant opens for business in the Premises or (b) ninety (90) days after the later of (i) the Commencement Date and (ii) the date of

Tenant's receipt of all Government Approvals pursuant to Article 17 hereof, and shall continue to pay Base Rent in monthly installments on or before the first day of every month thereafter during the Term. Base Rent and Annual Additional Rent (and any other charges due) for any period during the Term less than one calendar month shall be prorated on a daily basis based on a three hundred sixty-five (365) day year. Landlord has executed and delivered a W-9 taxpayer identification form to the Tenant. Except for paying Base Rent, Annual Additional Rent and the other charges expressly provided elsewhere in this Lease, Tenant has no obligation to pay Landlord any other amounts. Landlord acknowledges and agrees that Tenant, at Tenant's option, shall have the right to pay amounts due under this Lease to Landlord via electronic funds transfer, and that Landlord shall cooperate with Tenant, if necessary, to establish that manner of payment by Tenant.

If any installment of Base Rent or payment of Additional Rent is paid after the date the same was due, it shall bear interest from the due date at the prime commercial rate published in the Wall Street Journal, as it may be adjusted from time to time, plus four (4.00%) percent per annum, but in no event more than the maximum rate of interest allowed by law, the payment of which shall be Additional Rent. Notwithstanding the foregoing, for the first time in any calendar year that Tenant has failed to pay any such monthly installment of Base Rent or Additional Rent, such interest charge shall not apply unless Tenant has failed to make such payments within ten (10) days of receipt of Landlord's written notice of such delinquency. Landlord shall not be required to give Tenant such notice more than once in any calendar year prior to assessing such interest charge.

4. CONDITION OF THE PREMISES, POSSESSION, AND TENANT ALLOWANCE.

4.1 CONDITION OF THE PREMISES. Landlord shall cause the Property, including the Premises, drive-through lane, and parking spaces, to be designed and constructed as shown on Exhibits B and B-1. Landlord represents and warrants that, as of the Commencement Date, Landlord's Work, the Common Areas, and all parts of the Premises, including, without limitation, sidewalks, parking areas, driveways, all structural elements, the foundation, roof, roof membrane and roof system, exterior walls, plumbing, electrical, and other mechanical systems (a) are complete and comply with all federal, state, and local laws, codes, rules and regulations, including, without limitation, grease traps, and all handicapped accessibility standards, such as those promulgated under the Americans With Disabilities Act ("ADA"); and (b) are seismically and otherwise sound and in good, workable, and sanitary order, condition, and repair at the time of delivery of the Premises to Tenant. Landlord shall correct any latent defects promptly after Tenant notifies Landlord of any such defect. Landlord represents and warrants that it has disclosed to Tenant any conditions or restrictions, including, without limitation, environmental contamination, restrictions on utilities, or exclusive use restrictions within Landlord's knowledge that would adversely affect Tenant's store design, permitting, construction, or use of the Premises as contemplated by this Lease.

4.2 LANDLORD'S OBLIGATIONS. At no cost to Tenant, Landlord shall provide to Tenant final plans of the Premises that have been approved by all applicable government entities in an industry standard electronic or digital format. Landlord shall complete all items described on Exhibit C attached hereto and by this reference incorporated herein, and any work necessary to bring the Premises into the condition required under Section 4.1 (collectively, "**Landlord's Work**") at its sole cost and expense in a good and workmanlike manner before delivering the Premises to Tenant. Landlord's Work shall also include obtaining, at Landlord's sole cost, all permits and/or government approvals for the construction and operation of Tenant's drive-through facility as described on Exhibits B-1 and C. Promptly upon execution hereof, Landlord shall provide Tenant with a copy of Landlord's construction schedule. Landlord shall notify Tenant in writing at least ten (10) days prior to the date that Landlord anticipates that the Premises will be ready for Tenant's occupancy and Tenant shall arrange promptly to inspect the Premises. At the time of Tenant's inspection, Landlord shall provide to Tenant a certificate of occupancy indicating compliance. Tenant shall deliver to Landlord a written punch list of all incomplete or faulty items of construction or mechanical installation, and any necessary mechanical adjustments and finish work needed to bring the Premises into the condition required under this Article.

If the Premises is in the condition required under this Article on the Scheduled Delivery Date but subject only to minor punch list items, Tenant shall accept delivery of the Premises and require Landlord to complete the punch list items within fourteen (14) days after the date Tenant accepts the Premises. If the Premises is not in the condition required under this Article on the Scheduled Delivery Date then Tenant may notify the Landlord in writing, at its option, either: (a) delay acceptance of possession until the Premises are in the condition required under this Article and pursue its remedies under Section 4.3; or (b) accept possession of the Premises and complete all Landlord's Work necessary to bring the Premises into the required condition. If Tenant elects to proceed under the subsection (a), Tenant may enter the Premises to begin performing Tenant's work (at Tenant's cost and expense) without prejudicing Tenant's rights and remedies under Section 4.3. If Tenant elects to proceed under the subsection (b), then Landlord shall reimburse Tenant for the actual cost of such work and any additional amounts Landlord agreed to pay Tenant pursuant to other written agreements such as the Landlord Work Modification Letter attached hereto as Exhibit E, plus an administrative surcharge of fifteen percent (15%) of the amount otherwise due Tenant, to compensate Tenant for its employees' time, within thirty (30) days of receipt of an invoice for such sums. Tenant's and its contractor's reasonable determination of the cost of such work shall be final and binding on Landlord and Landlord acknowledges that Landlord can control the cost by performing the work under this Article in a timely manner. If Landlord does not reimburse Tenant as required by this Section 4.2, then Tenant may offset such sum against Base Rent and all other charges payable by Tenant under this Lease until such sum has been fully recouped.

4.3 DELAY IN DELIVERY OF POSSESSION. Landlord shall satisfy all conditions listed in Section 2.2 (a) through (e) above on or before the Scheduled Delivery Date. Landlord acknowledges that Tenant intends to start construction of Tenant's improvements on the Scheduled Delivery Date, and that a delay beyond such date will cause Tenant to suffer certain losses which are difficult to quantify including, by way of illustration and not of limitation, lost profits, construction delay costs and employee wages. If the Commencement Date does not occur within twenty one (21) days of the Scheduled Delivery Date (the "Extended Delivery Date") for any reason other than Force Majeure Event (regardless of the fact that Tenant may have elected to enter the Premises to perform Tenant's work prior to Landlord's Work being completed), then Tenant, as compensation in the form of liquidated damages, shall be entitled to one (1) day of free Base Rent and Annual Additional Rent for each day of delay accruing from the Extended Delivery Date to the actual Commencement Date; provided, however, that if such delay is caused by a Force Majeure Event (as defined in Section 23.17 below), the Extended Delivery Date shall be deemed further extended by a period during which said Force Majeure Event shall cause such delay, not to exceed an aggregate of sixty (60) days. Landlord and Tenant agree that the foregoing free rent determination is a liquidated damages remedy to compensate Tenant based on Landlord and Tenant's best estimate of the daily damages, including but not limited to lost sales and business opportunity that Tenant will incur as a result of Landlord's failure to deliver the Premises timely, and such amount is not to be deemed a penalty. If the Commencement Date does not occur within one hundred twenty (120) days after the Scheduled Delivery Date for any reason whatsoever, Tenant, at its option, may terminate this Lease by written notice to Landlord. The termination date shall not be subject to extensions for any reason whatsoever (including, without limitation, delays described in Section 23.17 of this Lease). If Tenant elects to terminate this Lease, Landlord shall reimburse Tenant an amount equal to all of Tenant's expenses incurred in connection with this Lease, including, without limitation, site selection and lease negotiation costs and expenses (including the allocated cost of in-house personnel), up to an aggregate of Twenty Five Thousand Dollars (\$25,000.00) for such expenses. Landlord shall also return all monies previously deposited by Tenant, if any.

4.4 TENANT ALLOWANCE. In addition to Landlord's obligations under Sections 4.1 and 4.2 above, Landlord shall provide Tenant with an improvement allowance in the amount of Twenty Thousand Dollars (\$20,000.00) (the "Allowance") which shall be paid in full by Landlord to Tenant upon Tenant's opening for business in the Premises. The Allowance shall not be reduced by costs incurred by Landlord in constructing the Premises or the Shopping Center and can be modified only by an amendment to this Lease that has been duly executed by Landlord and Tenant. If Landlord has not paid Tenant the Allowance within thirty (30) days after Tenant opens for business in the Premises, then Tenant may offset the unpaid amount, against Base Rent and all other charges (at Tenant's discretion) due under this Lease until the Allowance is fully offset. In addition, if Landlord shall fail to pay the Allowance when

the same is due and payable, such unpaid amounts shall bear interest at the greater of twelve percent (12%) per annum or the prime interest rate charged by Wells Fargo Bank plus three percentage points (but in no event to exceed the maximum lawful rate) from the date the unpaid amount was initially due, to and including the date of payment.

4.5 INDEPENDENT MEASUREMENT OF THE PREMISES. At any time during the first six (6) months of the Term, Tenant (in its sole discretion) may engage an independent certified architect or surveyor to measure the Gross Leasable Area of the Premises (as defined in Article 1 above). If the architect's or surveyor's measurement of the Gross Leasable Area of the Premises is less than the Gross Leasable Area of the Premises set forth in Article 1 above by three percent (3%) or more, Base Rent and Tenant's Pro Rata Share (as defined in Section 12.2 below) shall be proportionally reduced. If the variance is less than three percent (3%), Landlord and Tenant shall make no adjustments to this Lease. Landlord acknowledges and agrees that Landlord shall not have the right to remeasure the Premises.

4.6 LANDLORD'S BUILDING PLANS. Landlord has secured all approvals and has commenced construction of the Building. If Landlord materially changes Landlord's Plans as provided to Tenant (whether or not the changes are being required by a governing authority), then Landlord shall re-submit Landlord's Plans clearly indicating the changes ("**Landlord's New Plans**") to Tenant for Tenant's review. To the extent the Landlord's New Plans represent a material change to the Premises or the drive-through area, Tenant shall either approve (which shall not be unreasonably withheld or delayed) Landlord's New Plans or request reasonable modifications to Landlord's New Plans. Landlord shall reimburse Tenant for the actual cost for Tenant to redraw its plans for the Premises ("**Re-draw Costs**") to correspond with Landlord's New Plans. If Tenant does not approve Landlord's New Plans or if Landlord and Tenant fail to agree on acceptable revisions to Landlord's New Plans, Tenant may terminate this Lease by giving written notice to Landlord. If Tenant does not terminate this Lease and Landlord has not paid Tenant its Re-Draw Costs within thirty (30) days after Tenant opens for business in the Premises, then in addition to any other remedies Tenant has, Tenant may offset the unpaid amount against Base Rent and all other charges (at Tenant's discretion) until the Re-Draw Costs are fully offset. Material changes as used herein shall mean any change that affects the Premises size, layout, drive through size or configuration or outdoor seating area size or configuration.

5. USE.

5.1 USE. Tenant may use and occupy the Premises and drive-through lane/outdoor seating area for : (a) a coffee store or (b) any other lawful retail or restaurant use, including without limitation the sale of beer and wine provided that Tenant obtains all required licenses and permits for same, that does not conflict with any written exclusive use presently granted to another tenant in the Shopping Center ("**Existing Exclusives**").

Landlord represents and warrants to Tenant that **Exhibit G** contains complete and correct verbatim excerpts of all Existing Exclusives and the name of the tenant which each Existing Exclusive benefits. Landlord acknowledges that Tenant is entering into this Lease in reliance upon its ability to conduct the use described above in Section 5.1(a) without any limitation or restriction by reason of any governmental zoning or use restriction, exclusive provision, contractual restriction or limitation granted to any other party which applies to the Premises or Tenant's use thereof. Landlord acknowledges that Tenant may use the Premises to accept returns of merchandise not purchased from Tenant *but purchased from other locations operated by Tenant*.

5.2 COMPLIANCE WITH LAW. During the Term, Tenant, at its expense, shall comply promptly with all laws, rules, and regulations made by any governmental authority having jurisdiction over Tenant's use of the Premises pertaining to: (a) the physical condition of any improvements constructed by Tenant in the Premises; and (b) Tenant's specific business operations in the Premises. Tenant shall not be required to make any seismic or structural upgrades, repairs, improvements or alterations to the Premises or the Shopping Center in order to comply with the requirements of this Section. Landlord, at its sole cost and expense, shall comply with all other laws, rules, regulations, and ordinances made by any governmental authority affecting the Premises, areas adjacent to the Premises, the Common Areas,

the Shopping Center, and the Property including, without limitation, all accessibility for the disabled requirements.

5.3 OPERATIONS. Tenant may operate (or not operate) its business in such manner and at such hours as Tenant considers proper in Tenant's sole business judgment. It is expressly understood and agreed that Tenant makes no representations or warranties, oral or written, as to the level of gross sales it may generate from the Premises or the number of customers that it will bring to the Shopping Center. The parties acknowledge that Tenant has no obligation to open or operate at the Premises.

The parties acknowledge that Tenant has no obligation to open or operate at the Premises, but in the event Tenant elects not to operate at the Premises for a period of sixty (60) consecutive days, excluding any closure(s) due to any Force Majeure Event, casualty, condemnation, inventory, renovation, remodeling, or assignment of this Lease or subletting of the Premises, then Landlord may recapture the Premises and terminate this Lease upon thirty (30) days prior written notice to Tenant unless Tenant resumes operation in the Premises prior to the expiration of such thirty (30) day notice period, in which case, Landlord's recapture and termination notice shall be null and void. The foregoing recapture right shall be Landlord's sole remedy in the event Tenant elects not to operate in the Premises.

5.4 EXCLUSIVITY. Landlord shall not use or allow any other person or entity (except Tenant) to use any portion of the Property for the sale of: (a) whole or ground coffee beans, (b) espresso, espresso-based drinks or coffee-based drinks, (c) tea or tea-based drinks, (d) coffee or (e) coffee based blended beverages. In the event of a violation of Tenant's exclusive use that remains uncured for a period of more than three (3) business days after Tenant notifies Landlord in writing of such violation, all rent due under the Lease shall be reduced by fifty percent (50%), until the violation has been cured and the competing tenant(s) at the Property cease the sale of any of the products protected by Tenant's exclusive use described above. In the event that the violation continues for more than 180 days after receipt of such written notice, Tenant shall have the right to terminate the Lease and shall be entitled to reimbursement by Landlord of the unamortized amount of Tenant's improvements to the Premises as of the effective date of the early termination of the Lease, or Tenant may continue with rent abatement until such violation is cured or Tenant elects to terminate the Lease.

Notwithstanding anything to the contrary contained herein, in the event a "Rogue Tenant" (defined below) violates the exclusive granted to Tenant hereinabove, then Landlord shall have one hundred twenty (120) days after the date of Tenant's initial notice of breach in which to pursue legal action against the tenant or occupant violating Tenant's exclusive rights; provided, however, if Landlord is not able to cause a cessation of the use causing such breach within such one hundred twenty (120) day period, Tenant shall thereafter have the right thereafter to abate all Base Rent by fifty percent (50%) for so long as such breach continues. For purposes of this Lease "Rogue Tenant" means any tenant or occupant of the Shopping Center which is prohibited and/or not permitted by its lease to use or occupy its premises for any use which violates the exclusive granted to Tenant.

Notwithstanding the foregoing, other tenants may sell brewed coffee or brewed tea which is neither (i) gourmet, nor (ii) brand identified. For purposes of this Lease, "gourmet" shall be defined as: (a) beverages made using Arabica beans or (b) sourced from a gourmet coffee or tea brand such as Coffee Bean & Tea Leaf, Intelligentsia, Peets, Caribou or similar branding. For purposes of this Lease, "brand identified" shall mean beverages advertised or marketed within the applicable retail space using a brand name or served in a brand identified cup.

5.6 NEW CONSTRUCTION CONTINGENCY. Subject to the terms of Article 5.3, and notwithstanding anything in this Lease to the contrary (including, without limitation, Article 3), Tenant shall not be obligated to pay Base Rent or any Annual Additional Rent, nor be required to open for business in the Premises until such time as: (i) at least fifty percent (50%) of the Gross Leasable Area of the retail portions of the Shopping Center, excluding Tenant, is occupied and operating for business for at least eight (8) hours per day, six (6) days per week, and (ii) the construction of all Common Areas, including

(without limitation) all parking areas, are substantially complete, and all construction equipment and debris have been removed so that Tenant can obtain its certificate of occupancy for the Premises (the "New Construction Contingency"); provided, however, that Tenant may, at its option and in its sole discretion, elect to open for business before the foregoing conditions have been satisfied, in which event the Initial Term shall commence and Base Rent and Annual Additional Rent shall be reduced by fifty percent (50%) of the amounts otherwise due and payable commencing on the date that Tenant opens, until the New Construction Contingency is satisfied. Without limiting the foregoing, in the event that the New Construction Contingency is not satisfied for a period of six (6) months from the Scheduled Delivery Date, Tenant, upon written notice, shall be entitled to terminate this Lease anytime thereafter (unless the condition is satisfied prior to the effective date of termination) in which case, upon demand, Landlord shall reimburse Tenant for its costs (including allocable in-house expenses) incurred in developing, constructing and operating its store in the Premises, including (without limitation) site selection, brokerage, legal, design, permitting and other fees and costs, as well as Tenant's costs of construction in the event that Tenant has elected to accept possession of the Premises and constructed some or all of its improvements therein. Nothing herein shall require Tenant to open for business in the Premises until the New Construction Contingency has been satisfied, within the time periods referenced above.

5.7 ONGOING COTENANCY CONTINGENCY. In the event that at any time during the Term of this Lease the occupancy of the retail portions of the Shopping Center is less than fifty percent (50%) of the gross leasable area (including the Premises) of the retail portions of the Shopping Center occupied by tenants or occupants who are operating at least six days per week and eight (8) hours per day (the "Ongoing Cotenancy Condition"), Tenant's Base Rent and Annual Additional Rent shall be reduced by fifty percent (50%) from the amounts otherwise due and payable until the Ongoing Cotenancy Condition is satisfied. In addition to the rental reduction, if the Ongoing Cotenancy Condition remains unsatisfied for 180 consecutive days, Tenant may terminate this Lease by giving written notice to Landlord. In the event Tenant terminates this Lease, Landlord shall reimburse Tenant for the then-unamortized amount of all of Tenant's expenses incurred in connection with this Lease, including, without limitation, site selection and lease negotiation costs and expenses (excluding the allocated cost of in-house personnel) and all of Tenant's developments costs incurred in connection with the Premises. Such costs shall be amortized on a straightline basis over a 10-year period. If Tenant does not elect to terminate this Lease, Tenant shall continue to pay 50% Base Rent and Annual Additional Rent, until the Ongoing Cotenancy Condition is satisfied.

6. MAINTENANCE, REPAIRS, AND ALTERATIONS.

6.1 TENANT'S OBLIGATIONS. Subject to the provisions of Sections 6.2 and 6.3 and Articles 9 and 15, Tenant, at Tenant's expense, shall keep the Premises in good order and repair, including maintaining all plumbing, HVAC, electrical and lighting facilities and equipment within the Premises and exclusively serving the Premises, and the store front, doors, and plate glass of the Premises. At Tenant's request, Landlord shall transfer or assign to Tenant all warranties, express or implied, under any contract or subcontracts relating to any improvements or equipment Landlord built or installed within the Premises to serve the Premises exclusively, including, without limitation, the warranty for the HVAC system. Notwithstanding any provision to the contrary, Tenant's obligations under this Section shall not include making: (a) any repair or improvement necessitated by the negligence or willful misconduct of Landlord, its agents, employees or servants; (b) any repair or improvement caused by Landlord's failure to perform its obligations hereunder or under any other agreement between Landlord and Tenant; or (c) any structural or seismic repairs, improvements or alterations to the Premises or the Shopping Center.

6.2 LANDLORD'S OBLIGATIONS. Except for repairs, maintenance and replacements to the Premises for which Tenant is responsible under Section 6.1, Landlord shall maintain, repair and make replacements to the Premises and the Shopping Center (including the Common Areas). Landlord shall, at its sole cost and expense (subject to Tenant's payment obligations, if any, pursuant to Article 12 below), make the repairs and replacements and perform such work that is necessary to maintain the Building and the Shopping Center in a condition comparable to other buildings and shopping centers located along Route 114 in Middleton. Such repairs, replacements and maintenance shall include

(without limitation): (a) the upkeep of the roof, roof membrane and roof systems (gutters, downspouts and the like), foundation, exterior walls, interior structural walls, and all structural components of the Premises and the Building and (b) the maintenance and repair of all parking areas, sidewalks, landscaping and drainage systems on the Property and all utility systems (including mechanical, electrical, and HVAC systems) and plumbing systems which serve the Building and/or the Shopping Center as a whole and not a particular tenant's premises. Landlord may allocate the cost of such maintenance and repairs equitably among all tenants, if and to the extent provided in Article 12. Landlord shall not be required to maintain the interior surface of exterior walls, windows, doors or plate glass and store fronts (except where maintenance of the same is caused by Landlord's negligence or failure to perform its obligations under this Section). Landlord shall make all repairs under this Section promptly after Landlord learns of the need for such repairs but in any event within thirty (30) days after Tenant notifies Landlord of the need for such repairs. If Landlord fails to make such repairs within thirty (30) days after Tenant's written notice (except when the repairs require more than thirty (30) days for performance and Landlord commences the repair within thirty (30) days and diligently pursues the repair to completion), Tenant may, at its option, undertake such repairs and deduct the cost thereof from the installments of Base Rent and Monthly Estimated Rent next falling due. Notwithstanding the foregoing, in the event of an emergency, Tenant may give Landlord such shorter notice as is practicable under the circumstances, and if Landlord fails to make such repairs immediately after being notified by Tenant, Tenant may immediately undertake such repairs and deduct the cost thereof from the installments of Base Rent and Additional Annual Rent next falling due.

6.3 SURRENDER. Upon the expiration or termination of this Lease, Tenant shall surrender the Premises to Landlord in broom clean condition, except for ordinary wear and tear and damage caused by fire or other casualty, whether or not insured or insurable.

6.4 LANDLORD'S RIGHTS. If Tenant fails to perform Tenant's obligations under this Article, Landlord may, but shall not be required to, enter upon the Premises, after thirty (30) days prior written notice to Tenant, and put the same in good order, condition and repair, and the reasonable costs thereof shall become due and payable as additional rental to Landlord together with Tenant's next Base Rent installment falling due after Tenant's receipt of an invoice for such costs. Notwithstanding the foregoing, Landlord's rights under this Section shall be subject to Section 23.14. In the event of an emergency, Landlord may give Tenant such shorter notice as is practicable under the circumstances, and if Tenant fails to make such repairs immediately after being notified by Landlord, Landlord may immediately undertake such repairs and such costs shall be deemed to be Additional Rent hereunder.

6.5 ALTERATIONS AND ADDITIONS.

6.5.1 Initial Improvements. Tenant, at Tenant's cost, may install such fixtures, finishes, communications and internet services infrastructure and other initial tenant improvements in or about the Premises as Tenant deems necessary or desirable for the conduct of Tenant's business therein (the "**Initial Improvements**"). Landlord will have the right to approve only structural changes or changes to the storefront proposed by Tenant. Tenant shall submit the plans and specifications (the "**Plans**") for the Initial Improvements to Landlord for Landlord's review and approval of the structural elements. Landlord shall have a period of fourteen (14) days (the "**Review Period**") to review the Plans. Landlord shall not unreasonably withhold, condition or delay its approval of the Plans. Landlord shall be deemed to have approved the Plans as presented unless, on or before the last day of the Review Period, Landlord has delivered to Tenant a written description of the specific structural items in the Plans that are not acceptable. The review and approval process described above shall continue until such time as Landlord has approved the Plans in writing (the "**Final Plans**"). In addition, Landlord acknowledges and agrees that Tenant intends to seek certification of the Premises through the then-current standards established by the United States Green Building Council (the "**USGBC**") for the certification of green buildings, commercial and retail interiors and other facilities ("**LEED Certification**"). Landlord acknowledges that LEED Certification may be awarded at various certification levels as determined by the USGBC. Accordingly, notwithstanding anything in this Lease to the contrary, Landlord agrees to cooperate with Tenant for Tenant's installations of its Initial Improvements and in Tenant's efforts to achieve LEED certification (in a manner and at a level which shall be determined by Tenant in its sole discretion) and to

take all reasonable steps requested by Tenant to achieve such certification provided Landlord will incur no costs as a result thereof. Further, Landlord agrees to assist Tenant in its efforts to maintain LEED Certification for the Premises throughout the Term provided Landlord will incur no costs as a result thereof.

6.5.2 Subsequent Improvements. After the installation of the Initial Improvements, Tenant may make such non-structural alterations, improvements and additions to or about the Premises including, without limitation, improving or upgrading its communications and internet services to the Premises, changing color schemes, installing new countertops, flooring, wall-covering and modifying the layout of the tenant fixtures (the "Subsequent Improvements"), as Tenant deems necessary or desirable without obtaining Landlord's consent. Notwithstanding the foregoing, Tenant shall not make any alterations, improvements, additions or repairs in, on, or about the Premises which affect the structure of the Building without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Landlord shall cooperate with Tenant for the installation of any Subsequent Improvements and shall be deemed to have approved any subsequent improvement proposed by Tenant unless Landlord disapproves of Tenant's proposal in writing within fourteen (14) days of receiving Tenant's proposal and request for consent. Tenant shall only hire licensed and insured contractors to complete any Initial and Subsequent Improvements.

6.5.3 Liens. Before commencing any alterations, additions or improvements using outside contractors, Tenant shall notify Landlord of the expected commencement and completion dates of the work. Tenant shall not permit any mechanics' or materialmen's liens to be levied against the Premises for any labor or material furnished to Tenant or to its agents or contractors; provided, however, that Tenant shall not be required to pay or otherwise satisfy any claims or discharge such liens so long as Tenant, in good faith and at its own expense, contests the same or the validity thereof by appropriate proceedings and posts a bond or takes other steps acceptable to Landlord that remove such lien or stay enforcement thereof.

6.6 OWNERSHIP AND REMOVAL OF IMPROVEMENTS, FIXTURES, EQUIPMENT AND FURNISHINGS.

6.6.1 The term "Tenant's Property" shall mean all personal property, furnishings, machinery, trade fixtures, equipment and improvements (trade or otherwise) which Tenant installs in the Premises or in the drive-through area (including without limitation the following when located in or serving the drive-through area: partitions, screens, art, plant walls along with the irrigation and suspended plants, specialized lighting fixtures, movable boulders, menu boards, signage and other nonstructural design elements). Until or upon the termination or expiration of the Term, Tenant may remove Tenant's Property from the Premises no later than the termination or expiration date of the Term. In addition, Tenant may remove from the Premises all items installed by Tenant that are indicative of Tenant's business and may otherwise "de-identify" the Premises, as Tenant reasonably believes necessary or appropriate for the protection of Tenant's interest in Tenant's trademarks, trade names or copyrights. Tenant shall repair any damage to the Premises or the Building caused by such removal, including patching and filling holes. Notwithstanding the foregoing, in no event shall Tenant be entitled pursuant to this Section 6.6.1 to remove, nor shall Tenant be required to remove, any restroom fixtures, flooring, ceilings, walls or utility or electrical components located inside the walls nor any portions of the HVAC system(s). Landlord shall not have the right to place or permit liens or other encumbrances on any of Tenant's Property, and Landlord waives and releases any and all liens, whether statutory or under common law, on Tenant's Property which may be located from time to time in or about the Premises.

6.6.2 Any of Tenant's Property not removed from the Premises on the date this Lease terminates or expires shall be deemed abandoned and shall thereupon become the property of Landlord.

7. INSURANCE; INDEMNIFICATION.

7.1 TENANT'S INSURANCE. As of the Scheduled Delivery Date through the expiration or earlier termination of the Term of this Lease, Tenant shall obtain and keep in full force and effect the following insurance which may be provided under blanket insurance policies covering other properties as well as the Premises and shall be maintained with an insurance company with an A.M. Best Company ("Best's") rating of at least A- and a Best's financial performance rating of at least VII. Upon Landlord's request, Tenant will provide Landlord access to an internet website that certifies Tenant's current insurance coverage in a Memorandum of Insurance.

7.1.1 Liability Insurance. Bodily injury, personal injury and property damage insurance, including by blanket endorsement insuring against claims of bodily injury or death, personal injury or property damage arising out of or in connection with Tenant's use or occupancy of the Premises, Drive-Through and Tenant's outdoor seating area (if any). In the event that Tenant elects to sell beer and wine from the Premises, Tenant's liability insurance required herein shall include liquor liability coverage. Tenant's liability insurance coverage shall include an "each occurrence" limit of not less than One Million Dollars (\$1,000,000) and a general aggregate limit of not less than Two Million Dollars (\$2,000,000). *Landlord and its managing agent shall be included, by way of blanket endorsement, as additional insureds under Tenant's liability insurance policies.*

7.1.2 Property Insurance. Commercial property form insurance with a special form endorsement providing coverage on a replacement cost basis for Tenant's trade fixtures, equipment and inventory in the Premises and the Drive-Through. During the Term, Tenant shall use the proceeds from any such policy or policies of insurance for the repair or replacement of the insured property unless Tenant elects to terminate this Lease pursuant to Article 9 hereof. Landlord shall have no interest in any insurance proceeds Tenant receives for Tenant's Property and Landlord shall sign all documents which are necessary or appropriate in connection with the settlement of any claim or loss by Tenant. Tenant's policies shall not be contributing with or in excess of any coverage which Landlord shall carry on the Building and the Shopping Center. All of the motor vehicles, furnishings, fixtures, equipment, effects and property of every kind, nature and description of Tenant and of all persons claiming by, through or under Tenant which, during the continuance of this Lease or any occupancy of the Premises by Tenant or anyone claiming under Tenant, may be on the Premises; shall in all cases be at the sole risk and hazard of Tenant and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by the leakage or bursting of water pipes, steam pipes, or other pipes, by theft or from any other cause, by vandalism, malicious conduct or terrorism, except to the extent same is caused by the negligence or willful misconduct of Landlord, its agents, contractors or employees, no part of said loss or damage is to be charged to or to be borne by Landlord, except that Landlord shall in no event be indemnified or held harmless or exonerated from any liability to Tenant or to any other person for any injury, loss, damage or liability to the extent prohibited by law.

7.2 LANDLORD'S INSURANCE. As of the Effective Date through the expiration or earlier termination of the Term of this Lease, Landlord shall obtain and keep in full force and effect, the following insurance ("**Landlord's Insurance**") from an insurance company with a Best's rating of at least A- and a Best's financial performance rating of at least VII. Upon Tenant's request, Landlord will provide Tenant with a copy of the certificate(s) evidencing such coverage and a premium bill for Landlord's Insurance.

7.2.1 Liability Insurance. Bodily injury, personal injury and property damage insurance (to include contractual liability) insuring against claims of bodily injury or death, personal injury or property damage arising out of or in connection with: (a) Landlord's and its agents', employees', or independent contractors' conduct upon, in or about the Premises, Drive-Thru and Tenant's outdoor seating area, if any, and (b) events occurring in the balance of the Shopping Center, including (without limitation) the Common Areas, with an each occurrence limit of not less than One Million Dollars (\$1,000,000) and a general aggregate limit of not less than Two Million Dollars (\$2,000,000). Tenant shall be named as an additional insured under Landlord's liability insurance policies. Landlord's Insurance shall be primary with respect to any claim covered by this Section 7.2.1.

7.2.2 Property Insurance. Special Form commercial property insurance insuring the Building and the Shopping Center (including all Landlord Work but excluding any property which Tenant is obligated to insure under Section 7.1.2), for the full replacement value, as such value may change from time to time. Tenant shall be named as an additional loss payee (to the extent of its interest therein from time to time) under Landlord's property insurance policy(ies).

7.3 WAIVER OF SUBROGATION. Notwithstanding any other provisions of this Lease to the contrary, neither Landlord nor Tenant shall be liable to the other or to any insurance company (by way of subrogation or otherwise) for any loss or damage to any building, structure or other tangible property, or any resulting loss of income and benefits (even though such loss or damage might have been occasioned by the negligence of such party its agents or employees) if any such loss or damage is covered by insurance benefiting the party suffering such loss or damage, or which would have been covered by insurance required to be maintained pursuant to this Lease. This waiver of subrogation applies to covered losses above or below the property deductible. Landlord and Tenant shall require their respective insurance companies to include a waiver of subrogation provision in their respective policies in accordance with this Section 7.3.

7.4 INDEMNIFICATION BY TENANT. Provided that Landlord notifies Tenant in writing of any such third party claims within five (5) business days after Landlord becomes aware of such claim, Tenant shall defend, protect, indemnify, and hold Landlord and Landlord's agents, officers, directors, employees, holders of mortgages on the Property and contractors harmless from and against any and all injuries, costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, and demands of any kind or nature (including reasonable attorneys' fees) resulting in any third party claims occasioned by or arising out of: (a) Tenant's use or occupancy of the Premises, Drive-Through and Tenant's outdoor seating area, if any; (b) any intentional conduct or negligence of Tenant or Tenant's agents, employees, or contractors; (c) any breach or default in the performance of any obligation on Tenant's part to be performed under this Lease; or (d) the failure of any representation or warranty made by Tenant herein to be true when made. This indemnity does not include the intentional or negligent acts or omissions of Landlord or its agents, officers, contractors or employees; however, the foregoing to the contrary notwithstanding, it shall remain subject to Section 7.3 above. This indemnity shall survive the expiration or earlier termination of this Lease only as to claims arising out of events that occur during the Term and Tenant's occupancy of the Premises. Notwithstanding any provision of this Lease to the contrary, the provisions of this Section 7.4 and Tenant's covenants to provide insurance as provided in this Lease shall in no event extend to Landlord's independent liability.

7.5 INDEMNIFICATION BY LANDLORD. Provided that Tenant notifies Landlord in writing of any such third party claims within five (5) business days after Tenant becomes aware of such claim, Landlord shall defend, protect, indemnify, and hold Tenant and Tenant's agents, officers, directors, employees, and contractors harmless from and against any and all injuries, costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, and demands of any kind or nature (including reasonable attorneys' fees) by or on behalf of any person, entity, or governmental authority occasioned by or arising out of: (a) events occurring in the Common Areas or any other portion of the Shopping Center outside the Premises (excluding those events expressly covered by Tenant's indemnification obligations set forth in Section 7.4 above, and only to the extent applicable); (b) any intentional conduct or negligence of Landlord or Landlord's agents, employees, or independent contractors; (c) any breach or default in the performance of any obligation on Landlord's part to be performed under this Lease; or (d) the failure of any representation or warranty made by Landlord herein to be true when made. This indemnity does not include the intentional or negligent acts or omissions of Tenant or its agents, officers, contractors or employees; however, the foregoing to the contrary notwithstanding, it shall remain subject to Section 7.3 above. This indemnity shall survive the expiration or earlier termination of this Lease. Notwithstanding any provision of this Lease to the contrary, the provisions of this Section 7.5 and Landlord's covenants to provide insurance as provided in this Lease shall in no event extend to Tenant's independent liability.

8. ENVIRONMENTAL LIABILITY.

8.1 ENVIRONMENTAL LAW. The term "**Environmental Law**" means any federal, state, local law, statute, ordinance, regulation or order and all amendments thereto pertaining to health, industrial hygiene, environmental conditions or Hazardous Substances.

8.2 HAZARDOUS SUBSTANCE. The term "**Hazardous Substance**" shall mean any substance that is actually or allegedly harmful to human life, animal life, or vegetation or any other portion of the environment; toxic substances and vapors, wastes, or pollutants; and hazardous or dangerous substances or vapors, including any substances defined, listed and/or regulated by any Environmental Law or by common law decision including, without limitation, chlorinated solvents, petroleum products or by-products, asbestos, polychlorinated biphenyl, and mold or substances which cannot be disposed of in a common landfill or require special handling or permits in conjunction with disposal.

8.3 LANDLORD'S COVENANTS. Landlord warrants, represents, covenants and agrees as follows:

8.3.1 To the best of Landlord's knowledge (other than as disclosed in the Environmental Reports (as defined herein), no Hazardous Substance has been released, discharged or disposed of on, under or about the Premises, the Shopping Center or the Property (or off-site of the Property which might affect the Premises, the Shopping Center, or the Property) by any entity or person, or from any source whatsoever. Without limiting the foregoing, Landlord represents that the following constitutes all information in Landlord's possession or control concerning any release of Hazardous Substances on, under, or about the Premises, the Shopping Center, or the Property (or off-site of the Premises that might affect the Premises, or off-site of the Property that might affect the Premises, the Shopping Center, or the Property) including, without limitation, sampling data, environmental studies or reports, environmental site assessments, building surveys, and historical use reviews (collectively, "**Environmental Reports**"), all of which have been provided to Tenant:

Phase 1 Environmental Site Assessment, dated April 13, 2018 prepared by Geological Field Services, Inc.

8.3.2 Landlord shall require each of its employees, agents, contractors, subcontractors, tenants, subtenants, or any other party over whom Landlord has supervision or control or right of the same to comply with all applicable Environmental Laws.

8.3.3 Without limiting the foregoing and to the best of Landlord's knowledge, except as may be set forth in the Environmental Reports, (a) there are no underground storage tanks on the Premises, the Shopping Center, or the Property; (b) no underground storage tanks have been removed from the Premises, the Shopping Center, or the Property; (c) there is no asbestos or asbestos-containing material in or on the Premises or the Shopping Center; there is no asbestos or asbestos-containing material in or on the Premises or the Shopping Center, and no asbestos or asbestos-containing material has been removed from the Premises or the Shopping Center; (d) no facilities involving the manufacture or disposal of any Hazardous Substance or the use or storage of more than five hundred (500) gallons of any Hazardous Substance per year, including, without limitation, gasoline stations, automobile repair facilities, dry cleaners, photo developing laboratories, junkyards, landfills, waste treatment storage, disposal, processing or recycling facilities have been located on or adjacent to the Premises, the Shopping Center, or the Property.

8.3.4 Landlord shall give prompt written notice to Tenant of: (a) any proceeding or inquiry by any governmental authority with respect to the presence of any Hazardous Substance on the Premises or the Shopping Center (or off-site of the Premises that might affect the Premises) or related to any loss or injury that might result from any Hazardous Substance; (b) all claims made or threatened by any third party against Landlord or the Premises, the Shopping Center, or the Property relating to any loss or injury resulting from any Hazardous Substance; and (c) Landlord's discovery of any occurrence or condition on the Premises, the Shopping Center, or the Property (or off-site of the Premises that might

affect the Premises) that could cause the Premises or the Common Areas, if any, or any part of either, to be subject to any restriction on occupancy or use of the Premises under any Environmental Law.

8.3.5 Subject to Tenant's obligations set forth in Section 8.5.1, if any Hazardous Substance is deposited, released, stored, disposed, discovered or present in or on the Premises, the Shopping Center, or the Property, Landlord, at Landlord's expense, shall promptly and diligently, to the extent required by any applicable law, including (without limitation) any Environmental Laws, rules, regulations and policies of any governmental entity with jurisdiction over the same, and in compliance with such laws, remove, transport and dispose of such Hazardous Substance. Landlord, at Landlord's expense, shall promptly and diligently investigate any reasonable claim from Tenant concerning the presence or suspected presence of a Hazardous Substance on or in the Property or the Premises, including (without limitation) the sampling, monitoring and analysis of soil (both surface and subsurface), groundwater and air quality (both indoor and outdoor). Such investigation shall be performed by environmental contractors reasonably acceptable to Tenant. Landlord shall use its best efforts to minimize direct and indirect impact on Tenant, including its operations in the Premises and effective use of the Common Areas, if any, during all activities related to remediation. Without limiting the foregoing, prior to the Commencement Date, Landlord shall, at its sole cost and expense, remove all asbestos and asbestos-containing material from the Premises. If any asbestos or asbestos-containing material is discovered in the Premises during Tenant's inspection of the Premises, construction of its initial or subsequent tenant improvements or at any other time during the Term, then Landlord shall promptly remove the same or cause it to be removed at Landlord's sole cost and expense and if the foregoing delays the construction or installation of Tenant's improvements, then the Rent Commencement Date shall be extended for one (1) day for each day of delay. In the event that there shall now or in the future exist any Hazardous Substances in, on, under or about the Premises, the Shopping Center, or the Property (not caused by Tenant) that materially and adversely affect Tenant's use of or operations from the Premises, access to or visibility of the Premises, Tenant's construction of its improvements or Tenant's use of the Common Areas (collectively "**Interference**"), then: (i) Base Rent and all other charges payable under this Lease shall be equitably abated in proportion to the effect of the Interference on Tenant's operations; (ii) if Tenant, in its sole discretion, decides to cease operating in the Premises, then all Base Rent and all other charges payable under this Lease shall abate until the date on which Tenant is reasonably able to reopen for business from the Premises without any Interference and for each day of closure, if the Interference was caused by Landlord, its agents, contractors or employees, Landlord shall pay to Tenant as liquidated damages and not as a penalty, the sum of Five Hundred Dollars (\$500) per day; (iii) if such Interference occurs prior to the Rent Commencement Date, then the Rent Commencement Date shall be delayed for one (1) day for each day of Interference (notwithstanding anything in Section 3.1 of this Lease to the contrary); and (iv) if such Interference continues for more than ninety (90) days, Tenant may terminate this Lease, in which event Landlord shall pay to Tenant within twenty (20) days of the date Tenant vacates the Premises an amount equal to the unamortized portion (based on a straight-line amortization over the Initial Term) of Tenant's store development costs incurred in connection with the Premises, including (without limitation) attorneys' fees, design fees, consultant fees (whether the foregoing fees are incurred by outside or in-house personnel), permitting fees, site selection costs, and construction costs, plus all other costs and expenses incurred by Tenant in connection with this Lease and the Premises.

8.4 TENANT'S USE OF ANY HAZARDOUS SUBSTANCE. The only Hazardous Substances Tenant may use in its operations are cleaning solutions and other substances as are customarily used in Tenant's business. Tenant will manage such use in accordance with the Environmental Laws.

8.5 INDEMNITIES.

8.5.1 Tenant shall protect, defend, indemnify, and hold harmless Landlord and Landlord's employees, agents, parents, and subsidiaries from and against any and all loss, damages, costs, claims, damage, expense, or liability, including, without limitation, attorneys' or other professional fees, and the costs of repairs and improvements necessary to return the Premises to the physical condition existing prior to undertaking any activity related to any Hazardous Substance ("**Claims**")

actually incurred by Landlord directly arising out of or attributable to Tenant's or Tenant's agents, contractors, or employees use, manufacture, storage, release, or disposal of a Hazardous Substance on the Premises or the Shopping Center. This indemnity shall survive the termination of this Lease.

8.5.2 Landlord shall protect, defend, indemnify and hold harmless Tenant and its agents, officers, directors, contractors, employees, parents, subsidiaries, successors and assigns from and against any Claims directly or indirectly related to: (a) a violation of or responsibility under Environmental Laws unless such Claims are directly related to Tenant's, or Tenant's agents, contractors or employees use, manufacture, storage, release or disposal of a Hazardous Substance on the Premises or the Shopping Center; or (b) a breach of any representation, warranty, covenant or agreement contained in this Article. This indemnity shall survive the termination of this Lease. In the event that any Environmental Law or any remedial or response activity concerning Hazardous Substances in, on, under or about the Premises, the Shopping Center, or the Property (not caused by Tenant) adversely affects Tenant's operations in the Premises or effective use of any Common Areas, in addition to all other remedies provided in this Lease, Tenant may cease operating (if Tenant has elected to operate in the Premises) and, in such event, Base Rent and all other charges shall be abated. If such interference shall continue for ninety (90) days, Tenant may terminate this Lease.

9. DAMAGE OR DESTRUCTION.

9.1 MATERIAL DAMAGE. If the Premises or the Shopping Center are damaged or destroyed by fire or any casualty which cannot, despite diligent, good faith efforts be repaired or restored within one hundred eighty (180) days following the date on which such damage occurs, then Tenant may elect to terminate this Lease effective as of the date of such damage or destruction. Within thirty (30) days after the date of such damage, the parties shall reasonably determine how long the repair and restoration will take. After that determination has been made, Tenant shall have a period of thirty (30) days to terminate this Lease by giving written notice to Landlord.

9.2 REPAIR AFTER DAMAGE. If Tenant does not give written notice of Tenant's election to terminate as provided in Section 9.1, then Landlord shall, subject to the provisions of this Section, immediately commence and diligently pursue to completion the repair of such damage so that the Premises and the Shopping Center are restored to a condition of similar quality, character and utility for Tenant's purposes, including restoration of all items described on Exhibit C existing in the Premises prior to such damage. If Landlord fails to complete the restoration of the Premises within two hundred forty (240) days of the date of damage, Tenant may terminate this Lease with no less than sixty (60) days advance written notice. If Tenant does not so terminate, Landlord shall diligently continue to restore the Premises. In the event of termination, Landlord shall return any prepaid Base Rent and other prepaid amounts to Tenant within thirty (30) days from the date of termination of this Lease.

9.3 UNINSURED DAMAGE. If damage or destruction is caused by a peril not required to be insured against hereunder and for which insurance proceeds are not available, either Landlord or Tenant may terminate this Lease by thirty (30) days written notice to the other of its election so to do and this Lease shall be deemed to have terminated as of such date unless the other party agrees in writing to pay for such repairs or restoration.

9.4 DAMAGE DURING FINAL TWO YEARS. If any damage or destruction occurs to the Premises during the year of the Initial Term or any Extension Term and the cost to repair the damage exceeds Fifty Thousand Dollars (\$50,000.00), either Landlord or Tenant may terminate this Lease upon giving the other party thirty (30) days written notice; provided, however, that if Landlord notifies Tenant that it wishes to terminate this Lease, then Tenant may, if it has not already done so, exercise its right to extend the term of this Lease under Section 2.4 whereupon Landlord's election to terminate shall be null and void.

9.5 INTENTIONALLY DELETED.

9.6 ABATEMENT OF RENT. If Landlord is required to repair or restore the Premises or the Shopping Center under any provision of this Article and Tenant's use of the Premises is affected, then until Landlord completes such repair or restoration, Base Rent and Annual Additional Rent shall abate from the date of destruction based on the degree of impact such damage and repairs have on Tenant's operations within the Premises as measured by the proportionate reduction in Tenant's sales volume.

10. PROPERTY TAXES.

10.1 DEFINITION OF "REAL PROPERTY TAXES". For purposes of this Lease, the phrase "**Real Property Taxes**" shall include general real estate taxes and assessments payable with respect to the Property that are imposed by any authority having the power to tax any legal or equitable interest of Landlord in the Property; provided, however, that assessments shall be prorated and divided into the maximum number of installments permitted by law and only the current portion shall be included in Real Property Taxes for any Lease Year. Notwithstanding the foregoing, Real Property Taxes shall not include: (a) any inheritance, estate, succession, transfer, gift, franchise, or capital stock tax; (b) any gross or net income taxes; (c) any excise taxes imposed upon Landlord based upon gross or net rentals or other income received by it; or (d) Real Property Taxes assessed against the Property for periods of time prior to the Rent Commencement Date.

10.2 PAYMENT OF REAL PROPERTY TAXES. As of the Rent Commencement Date, Landlord represents and warrants that: (a) Landlord has paid in full all Real Property Taxes due as of the Rent Commencement Date, (b) Landlord shall pay when due all future Real Property Taxes and (c) the tax parcel number of the Property is set forth on **Exhibit A**. Upon written request by Tenant, Landlord shall render to Tenant, promptly after the receipt of the tax bill applicable to the Premises for a given period during the Term, a full complete and legible copy of such tax bill and a detailed statement showing the amount of Real Property Taxes and indicating in reasonable detail the items included in Real Property Taxes and the computation of Tenant's Pro Rata Share of Real Property Taxes. For each Lease Year during the Term, Tenant shall pay Landlord, as additional rent, Tenant's Pro Rata Share of Real Property Taxes in the manner set forth in Article 12. Subject to making estimated payments pursuant to Article 12, Tenant shall pay Real Property Taxes only as such taxes become due and payable during the Term (as defined in Section 2.1), prorated for any partial assessment period occurring immediately before the Rent Commencement Date and after the Expiration Date. If Real Property Taxes assessed against the Property for periods of time during the Term are billed by the applicable taxing authorities following the expiration or earlier termination of the Term, the parties agree that the Real Property Taxes for such period during the Term shall be calculated based on the Real Property Taxes billed by the applicable taxing authorities for the immediately preceding period during the Term, in full satisfaction of such reimbursement obligation to Landlord. In the event the taxing authority offers a discounted tax rate or a penalty rate based on the date of payment, Tenant's property tax shall be calculated at the lowest possible discounted amount regardless of the date of Landlord's payment to the taxing authority. Landlord will reimburse Tenant for Tenant's Pro Rata Share of any refund of Real Property Taxes received as a result of any tax contest or abatement request by Landlord.

10.3 PERSONAL PROPERTY TAXES. Tenant shall pay, prior to delinquency, all personal property taxes assessed against Tenant directly and applicable to its personal property located in the Premises.

11. UTILITIES.

11.1 UTILITIES. Landlord shall pay all utility connection fees (including without limitation all water and sewer connection fees), traffic impact fees and any other impact and extraordinary fees that are associated with Tenant's use of the Premises. At Landlord's sole cost and expense, Landlord shall ensure data communications infrastructure in the form of broadband cable or broadband fiber is located on the Property and available for Tenant's use at the Premises and as described on **Exhibit C**. Tenant shall have the right to sufficient utilities to support its intended use of the Premises. Without limiting the foregoing, Landlord either (a) represents and warrants that the Building has sufficient electrical capacity to allow Tenant to draw 400 amps of service to the Premises without the need for an upgrade in utility

service; or (b) covenants to upgrade the electrical capacity of the Building prior to the Commencement Date, at Landlord's sole cost and expense, to allow Tenant to draw 400 amps of service to the Premises. Prior to the Commencement Date, Landlord shall install separate meters for gas, electric, water and sewer services at the Premises in such locations which are accessible to Tenant. Landlord shall install, provide and maintain such meters at Landlord's sole cost and expense during the Term of this Lease. Subsequent to the Commencement Date, Tenant shall pay directly to the applicable utility provider the any required deposits and utility charges for all water, sewer, gas and electricity used by Tenant during the Term. In the event any utility serving the Premises is not separately metered, Landlord shall, at its sole cost and expense, install a sub-meter prior to the Commencement Date, maintain such meters during the Term and read such meters and submit a utility statement to Tenant at least once each calendar quarter. Such statement shall show in reasonable detail the calculation of Tenant's utility charge and shall be accompanied with a copy of Landlord's utility bill for such period. Landlord shall not charge Tenant a rate for any utility in excess of the lesser of the rate Landlord pays the supplier of the service or the rate at which Tenant could purchase the services directly through an available supplier. Tenant shall pay to Landlord a utility charge for any sub-metered utility used by Tenant in the Premises within thirty (30) days after receipt of the documents described above. Landlord shall be deemed to have waived its right to payment for any utility charge unless such charge has been submitted to Tenant within eighteen (18) months of the date of Landlord receives such bill or charge from the utility provider. Tenant will have no obligation to pay or reimburse Landlord for any utility charges that were incurred or billed before the date that the then-current Landlord purchased the Property from the previous landlord. Landlord acknowledges that the Tenant has the right to contract with and use its own energy service providers and until it does so, Landlord may use its its own energy service providers to serve the Premises. The provisions in this Section 11.1 are subject to the provisions set forth in Section 11.2 below.

11.2. ALTERNATIVE ENERGY SYSTEM. Notwithstanding anything contained in Section 11.1 or elsewhere in this Lease, Tenant or its solar contractors, suppliers or other alternative energy agents ("AE Agent") shall have the right to install, utilize, maintain and remove a solar photovoltaic or similar solar energy system including all related equipment, appurtenances, wiring and meters or any other form of alternative energy system (collectively referred to as "AE System") on the roof of the Building for use at the Premises, subject to Landlord's consent which may be withheld in Landlord's sole discretion. The installation will include the right to make necessary penetrations through the roof and/or walls of the Building for such use, subject to Landlord's consent as set forth above. At Tenant's election the AE System shall be connected to the electrical/mechanical system of the Building in lieu of (or as a supplement to) the standard electrical usage for the Premises set forth in Section 11.1 above. The AE System shall be in accordance with applicable law and the approved AE Performance Specifications and shall comply with the proper roofing standards for such systems. Tenant shall be permitted to make any necessary changes, alterations or additions to the AE System at any time during the Term (including any extensions or renewals), subject to Landlord's sole consent. It shall be Tenant's and/or its AE System Agent's sole responsibility (including all costs) to: (i) obtain all required related permits; (ii) install, operate and maintain the AE System; and (iii) indemnify Landlord, its agents and employees, from and against all costs for property damage arising solely out of the installation, operation, maintenance and/or removal of the AE System. Tenant and/or its AE Agent shall be entitled to remove the AE System at end of the Term, or at any time during the Term in its sole discretion, without Landlord's consent, provided Tenant repairs any damage caused by such removal. Tenant shall be entitled to the exclusive use of the electricity generated by the AE System at the Premises, even if it is purchased from its AE Agent. Tenant and/or its AE Agent are solely entitled the proceeds from the sale of any unused AE System electricity generated at the Premises.

11.3 EASEMENT. If requested by Tenant, Landlord shall execute and record an easement consistent with the rights and obligations of the parties to this Lease at no additional rental charge.

11.4 FINANCING. Landlord agrees that in the event Tenant's and/or the AE Agent's lender(s) or an AE System lessor (collectively "AE Lender") provides financing or a rental arrangement for AE System, the AE System (regardless how it is attached to or incorporated in the Building and the Premises) shall remain the property of Tenant, the AE Agent and/or the AE Lender. Any collateral

securing such financing would create a first priority security interest ("Security Interest") in the AE System in favor of the AE Lender to be perfected by the filing of a Financing Statement (Form UCC-1) under the Uniform Commercial Code as personal property only, and not as a fixture upon the Building or the Shopping Center. Landlord acknowledges and accepts the existence of such Security Interest and agrees that the AE System shall at all times remain the personal property of Tenant, AE Agent and/or AE Lender for which Landlord disclaims and releases any lien of Landlord in or to the AE System as a fixture or otherwise. Landlord, to the best of its knowledge, represents and warrants that the installation of the AE System and the granting of the Security Interest will not violate any covenant, restriction, lien, financing agreement or security agreement to which Landlord is a party. Upon the request of Tenant or AE Agent, Landlord shall execute and deliver an acknowledgement, in a form reasonably satisfactory to AE Lender, confirming the provisions of this Section 11.2. Landlord disclaims and waives any right to receive any and all savings, subsidies, credits, renewable energy credits, allowances, rebates, tax incentives or other incentives based upon the installation and maintenance of the System, all of which shall be for the exclusive benefit of Tenant, AE Agent and/or AE Lender (as the case may be).

12. **TENANT'S PRO RATA SHARE OF COMMON AREA OPERATING EXPENSES, INSURANCE AND TAXES.**

12.1 GENERAL DEFINITIONS. The term "**Operating Expenses**" shall mean the reasonable and necessary, out-of-pocket costs and expenses actually paid in any calendar year directly attributable to maintaining, operating, and providing services to and for the Common Areas without duplication, including the costs of utilities, maintenance, supplies and wages, and subject to the exceptions set forth in Section 12.5. The term "**Common Areas**" shall mean all portions of the Building and the Shopping Center (excluding the Premises and any other space in the Shopping Center designed to be leased to another tenant for its exclusive use) including landscaped areas, parking lots, and sidewalks. The terms "**Landlord's Insurance**" and "**Real Property Taxes**" shall have the meanings assigned in Sections 7.2 and 10.1 respectively and shall not be included in Operating Expenses for any purpose, including, without limitation, the calculation of any management or administrative fees.

12.2 DEFINITION OF TENANT'S PRO RATA SHARE. Tenant's Pro Rata Share shall be the ratio of the Gross Leasable Area of the Premises to the Gross Leasable Area of the retail section of the Shopping Center (Tenant's "**Pro Rata Share**"). Tenant's Pro Rata Share is estimated to be nineteen and one half percent (19.5%). Landlord represents that as of the date hereof, the retail section of the Building contains eleven thousand, nine hundred (11,900) square feet of Gross Leasable Area. If the number of square feet of Gross Leasable Area in retail section of the Building increases during the Term, then Tenant's Pro Rata Share shall be adjusted accordingly. In no event shall Tenant's Pro Rata Share increase.

12.3 TENANT'S PAYMENT. Commencing on the Rent Commencement Date, for each calendar year of the Term (prorated for any calendar year falling partially within the Term), Tenant shall pay to Landlord as additional rent Tenant's Pro Rata Share of Operating Expenses, Landlord's Insurance and Real Property Taxes (collectively known as "**Annual Additional Rent**"). Prior to the Rent Commencement Date and at least thirty (30) days prior to the beginning of each calendar year thereafter, Landlord shall furnish to Tenant a written statement setting forth the following: (a) the amount Landlord estimates Landlord will pay for Operating Expenses (broken down into reasonable categories), Real Property Taxes and Landlord's Insurance for the then upcoming calendar year; (b) Landlord's estimate of Tenant's Annual Additional Rent; and (c) a calculation of one-twelfth (1/12) of Landlord's estimate of Tenant's Annual Additional Rent ("**Monthly Estimated Rent**"). Landlord's estimates of Tenant's Annual Additional Rent shall be reasonably based on the actual amounts paid by Tenant for such expenses during the previous year. Tenant shall pay to Landlord the Monthly Estimated Rent beginning on the Rent Commencement Date and on the first day of every successive calendar month thereafter during the Term. Monthly Estimated Rent for a period of less than one month shall be prorated on a daily basis based on a three hundred sixty-five (365) day year. Notwithstanding any provision of this Lease, Tenant's Pro Rata Share of Operating Expenses from the Rent Commencement Date through the end of the first full calendar year shall not exceed four and 37/100 Dollars (\$4.37) per square foot of Gross Leasable Area in the Premises; Tenant's Pro Rata Share of Landlord's Insurance from the Rent

Commencement Date through the end of the first full calendar year shall not exceed 65/100 Dollars (\$0.65) per square foot of Gross Leasable Area in the Premises, and Tenant's Pro Rata Share of Real Property Taxes from the Rent Commencement Date through the end of the first full calendar year shall not exceed one and 96/100 Dollars (\$1.96) per square foot of Gross Leasable Area in the Premises. Notwithstanding anything contained herein to the contrary, the portion of Tenant's Annual Additional Rent attributable to Operating Expenses for any calendar year following the first full calendar year of the Term shall not exceed one hundred five percent (105%), on a non-cumulative basis, of the portion of Tenant's Annual Additional Rent attributable to Operating Expenses payable by Tenant for the previous calendar year.

12.4 RECONCILIATION. For each calendar year of the Term, within one hundred twenty (120) days after the end of each calendar year, Landlord shall furnish to Tenant, at the notice address provided for in Article 25, a statement in reasonable detail and certified as complete and correct by an authorized representative of Landlord, including supportive documentation, setting forth (a) Landlord's actual costs for Operating Expenses, Real Property Taxes and Landlord's Insurance for that year by category and amount; (b) the amount of Tenant's Annual Additional Rent; and (c) the sum of Tenant's Monthly Estimated Rent payments made during the year. If the amount of Tenant's Annual Additional Rent exceeds the sum of Tenant's Monthly Estimated Rent payments (and a statement has been received during such one hundred twenty (120) day period), Tenant shall pay the deficiency to Landlord within forty-five (45) days after Tenant's receipt of such statement, provided that Tenant may suspend payment of any amount which (x) it disputes in good faith, (y) was paid by Landlord in a calendar year other than the year covered by the statement, or (z) it has not been provided with reasonable details as set forth above, until resolution thereof. If the sum of Tenant's Monthly Estimated Rent payments during the year exceeds the amount of Tenant's Annual Additional Rent, Landlord shall pay the excess to Tenant at the time Landlord furnishes the statement, or, if the Term has not expired, may credit the excess toward the payments of Base Rent and Tenant's Monthly Estimated Rent next falling due. Landlord shall be deemed to have waived its right to payment for any amount which is understated or not included in the statement for the year in which the work was performed or the cost was billed to Landlord. Tenant shall not be required to reimburse Landlord for any amounts claimed to be due Landlord in connection with any reconciliation not produced by Landlord within the time period referenced above. Tenant will have no obligations to pay or reimburse Landlord for any expense included in Annual Additional Rent that was incurred or billed before the date that the then-current Landlord purchased the Property from the previous landlord.

12.5 EXCLUSIONS FROM OPERATING EXPENSES. Notwithstanding anything to the contrary contained in this Lease, Operating Expenses shall not include: (a) the initial costs of any item properly chargeable to a capital account (using generally accepted accounting principles consistently applied) nor the original costs of constructing the Building and the Shopping Center; (b) the cost of any capital addition or replacement to the Building, the Shopping Center, or the Property (nor reserves therefor); (c) expenses for which Landlord is or will be reimbursed by another source (excluding Tenant's reimbursement for Operating Expenses), including but not limited to repair or replacement of any item covered by warranty; (d) costs incurred to benefit (or as a result of) a specific tenant or items and services selectively supplied to any specific tenant; (e) expenses for the defense of Landlord's title to the Property; (f) structural repairs and replacements; (g) depreciation and amortization of the Building and the Shopping Center or financing costs, including interest and principal amortization of debts; (h) charitable, lobbying, special interest or political contributions; (i) costs of improving or renovating space for a tenant, or space vacated by a tenant; (j) any amounts expended by Landlord to comply with any Environmental Laws; (k) costs to correct original or latent defects in the design, construction or equipment of the Building and/or the Shopping Center; (l) any repair, rebuilding or other work necessitated by condemnation, fire, windstorm or other insured casualty or hazard; (m) any expenses incurred: (i) to comply with any governmental laws, regulations and rules or any court order, decree or judgment including, without limitation, the Americans with Disabilities Act; or (ii) as a result of Landlord's alleged violation of or failure to comply with any governmental laws, regulations and rules or any court order, decree or judgment; (n) leasing commissions, advertising expenses and other costs incurred in leasing or procuring new tenants; (o) rental on ground leases or other underlying leases; (p) attorneys' fees, accounting fees and expenditures incurred in connection with tax contests or negotiations, disputes and claims of other

tenants or occupants of the Building or the Shopping Center or with other third parties except as specifically provided in this Lease; (q) cost of the initial stock of tools and equipment for operation, repair and maintenance of the Building and the Shopping Center; (r) any duplicate expenses or costs; (s) amounts billed (directly or indirectly) for salaries, overhead and expenses for office rent and office supplies and (t) administrative or management fees (in the aggregate) which exceed ten percent (10%) of the Operating Expenses. As noted in Section 12.1 above, Landlord's calculation of administrative and/or management fees shall not be based on any charges related to Common Area utility costs, Landlord's Insurance and/or Real Property Taxes.

12.6 RECORDS. Landlord shall keep records showing all expenditures incurred as Operating Expenses, Landlord's Insurance and Real Property Taxes for each calendar year for a period of three (3) years following each year, and such records shall be made available for inspection and photocopying by Tenant and/or its agents during ordinary business hours in the city in which the Premises are located.

12.7 DISPUTE RESOLUTION. Any dispute with respect to Landlord's calculations of Tenant's Annual Additional Rent shall be resolved by the parties through consultation in good faith within sixty (60) days after written notice by Tenant to Landlord. However, if the dispute cannot be resolved within such period, the parties shall request an audit of the disputed matter from an independent, certified public accountant selected by both Landlord and Tenant, whose decision shall be based on generally accepted accounting principles and shall be final and binding on the parties. If there is a variance of three percent (3%) or more between said decision and Landlord's determination of Tenant's Annual Additional Rent, Landlord shall pay the costs of the audit and shall credit any overpayment toward the next Base Rent and/or Monthly Estimated Rent payment falling due or pay such overpayment to Tenant within thirty (30) days of completion of the audit. If the variance is less than three percent (3%), Tenant shall pay the cost of said audit. Each party agrees not to enforce any alleged reconciliation defaults during the period in which the parties are exercising such good faith resolution efforts prior to a final audit determination.

13. ASSIGNMENT AND SUBLETTING.

Tenant shall not assign, transfer or sublet any of its interests under or permit anyone other than Tenant to occupy all or any part of the Premises voluntarily, involuntarily, by operation of law or change in corporate control; except as set forth below.

Tenant may, without Landlord's consent, sublet all or any portion of the Premises or assign its interest in this Lease to: (a) a parent, subsidiary, affiliate, division or other entity controlling, controlled by or under common control with Tenant; (b) a successor entity related to Tenant by merger, consolidation, reorganization or government action; or (c) an entity that acquires not less than ten (10) of Tenant's locations, operating under the trade name "Starbucks Coffee" or any other trade name then used by Tenant (each a "Permitted Transfer"). For the purpose of this Lease, any sale or transfer of Tenant's capital stock, redemption or issuance of additional stock of any class shall not be deemed an assignment, subletting or any other transfer of this Lease or the Premises. Landlord shall not be entitled to any consideration in connection with any assignment or sublet. Except in the case of a Permitted Transfer, prior to any assignment or sublet, Tenant shall first notify Landlord of its intent to market the Premises for assignment or sublet. Upon receipt of such notice, Landlord shall have thirty (30) days to elect to terminate this Lease by notice to Tenant. Such termination shall be effective ninety (90) days after Tenant's receipt of such notice. If Landlord does not elect to terminate this Lease within such thirty (30) days, Tenant shall have the right to sublet all or any portion of the Premises or assign this Lease without Landlord's consent. Tenant shall remain liable under the Lease following any transfer hereunder; provided, however, that Tenant's obligations may not be enlarged or extended by any act or agreement of any assignee or subtenant. Tenant's liability under this Lease for any particular default by an assignee or subtenant shall be void if Landlord fails contemporaneously to provide Tenant with a copy of any default notice that Landlord sends to the assignee or subtenant. All transferees hereunder shall expressly assume the obligations and liabilities of Tenant hereunder and shall execute an agreement to that effect.

14. DEFAULTS; REMEDIES.

14.1 TENANT'S DEFAULTS. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant:

(a) The failure by Tenant to make any payment of Base Rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of ten (10) days after written notice from Landlord to Tenant that it is due; it being understood and agreed that Landlord shall not be required to give such written notice more than two (2) times in any twelve (12) month period, and thereafter during such twelve (12) month period, it shall be a default if Tenant fails to make payment of Base Rent or any other payment required to be made by Tenant hereunder within ten (10) days of the date same is due; or

(b) The failure by Tenant to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Tenant, other than the payment of sums due hereunder, where such failure shall continue for a period of thirty (30) days after Tenant's receipt of Landlord's written notice thereof; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within such thirty (30) day period and thereafter diligently pursues such cure to completion.

14.2 REMEDIES IN DEFAULT. In the event of any such default which remains uncured after the expiration of the applicable notice and cure period(s) specified above, Landlord may, in accordance with procedures required by law, pursue one of the following remedies:

(a) In the event of a material default, Landlord may terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall surrender possession of the Premises to Landlord within thirty (30) days after Tenant's receipt of Landlord's written notice of termination. Landlord shall not be entitled to terminate this Lease during any time that the parties are involved in a good faith dispute regarding the existence of an alleged material default. In the event Landlord is permitted to terminate this Lease as set forth herein, Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Premises, expenses of reletting (but excluding necessary renovation and alteration of the Premises for use by a subsequent tenant or occupant), and the Base Rent and Annual Additional Rent as it becomes due hereunder. Notwithstanding anything in this Lease to the contrary, in no event shall Tenant be liable for any consequential damages; or

(b) Landlord may maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease including the right to recover the Base Rent and Annual Additional Rent as it becomes due hereunder.

Notwithstanding any other provision hereof, Landlord shall reasonably mitigate any damages incurred as a result of Tenant's default hereunder. Landlord's duty to mitigate damages shall be deemed satisfied if Landlord deals with any tenant prospects in a reasonable manner. In no event shall Landlord be required to lease the Premises in preference to any other vacant space at the Property.

14.3 LANDLORD DEFAULTS AND REMEDIES. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Landlord: (a) Landlord's failure to do, observe, keep and perform any of the terms, covenants, conditions, agreements or provisions of this Lease required to be done, observed, kept or performed by Landlord, within thirty (30) days after written notice by Tenant to Landlord of said failure (except when the nature of Landlord's obligation is such that more than thirty (30) days are required for its performance, then Landlord shall not be deemed in default if it commences performance within the thirty (30) day period and thereafter diligently pursues the cure to completion); or (b) the failure of any representation or warranty to be true when deemed given hereunder. Notwithstanding the foregoing, in the event Landlord's breach creates an emergency

situation, or is of such a nature that impairs Tenant's ability to operate at the Premises (which shall include by way of illustration and not limitation, obstructions or disruptions to: common areas, parking, access to the Premises or the Shopping Center, visibility, utilities, roof leaks, health and safety and quiet enjoyment), then Landlord shall be required to remedy such breach as soon as commercially reasonable and in any event without delay. In the event of a default by Landlord, Tenant, at its option, without further notice or demand, shall have the right to any one or more of the following remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein: (w) to remedy such default or breach and deduct the costs thereof (including attorneys' fees) from the installments of Base Rent and Annual Additional Rent next falling due; (x) to pursue the remedy of specific performance; and/or (y) to seek non-consequential money damages for loss arising from Landlord's failure to discharge its obligations under this Lease. In the event of a material default by Landlord hereunder, that is not cured within an additional forty five (45) days after written notice, and for which there is no other reasonable remedy hereunder, Tenant shall be entitled to terminate this Lease. Nothing herein contained shall relieve Landlord from its obligations hereunder, nor shall this Section be construed to obligate Tenant to perform Landlord's repair obligations.

Except as expressly set forth in this Lease, Tenant shall not have the right to offset or abate rent or terminate the Lease.

15. CONDEMNATION.

15.1 CONDEMNATION OF PREMISES. If any portion of the Premises is taken by a government entity exercising the power of eminent domain, or sold to a government entity by Landlord under the exercise of said power (the final judicial order that permits the taking is herein referred to as "**condemnation**"), this Lease shall terminate as to the part so taken as of the date the condemning authority takes possession of the condemned portion of the Premises (the "**Condemnation Date**"). If so much of the Premises is taken that, in Tenant's reasonable business judgment, the Premises are no longer reasonably suitable for Tenant's operations, Tenant may terminate this Lease. If the entire Premises are condemned, then this Lease shall automatically terminate as of the Condemnation Date. The party who receives the condemnor's notice of intention to take (the "**Condemnation Notice**") shall immediately give a copy of such notice to the other party.

15.2 CONDEMNATION OF THE PROPERTY. If as a result of any condemnation of the Property or any portion thereof (even though the Premises are not physically affected), if either (a) the Premises, the Building, the Shopping Center, or Property are no longer reasonably suited for the conduct of Tenant's business in Tenant's reasonable business judgment, (b) the number of parking spaces on the Property located within fifty (50) feet of the Premises is reduced by more than two (2) spaces and Landlord does not provide alternative equally accessible parking, or (c) the drive-through lane configuration and/or dimensions (including any turning radius or stacking lanes) are materially and negatively affected, then Tenant may terminate this Lease at any time after Tenant receives the Condemnation Notice by giving Landlord thirty (30) days written notice.

15.3 CONDEMNATION OF THE BUILDING AND/OR THE SHOPPING CENTER. If a condemnation of any portion of the Building or the Shopping Center (even though the Premises are not physically affected) renders the Building or the Shopping Center unsuitable for use as a retail building or shopping center in either party's reasonable business judgment, then either Landlord or Tenant may terminate this Lease by giving the other at least thirty (30) days written notice. Notwithstanding the foregoing, Landlord may only exercise its right to terminate under this Section if Landlord terminates the leases of all other tenants in the Shopping Center.

15.4 RESTORATION. If this Lease is not terminated, (a) it shall remain in full force and effect as to the portion of the Premises remaining, provided the Base Rent and all other charges payable hereunder shall be reduced in the same proportion that the area taken bears to the total area of the Premises prior to taking, and (b) Landlord shall use the condemnation award to restore the Premises and/or the Shopping Center as soon as reasonably possible to a complete unit of the same quality, character and utility for Tenant's purposes existing prior to the condemnation. Notwithstanding anything

contained herein to the contrary, if the restoration of the Premises and/or the Shopping Center is not commenced within thirty (30) days of Landlord's receipt of the condemnation award or is not completed within one hundred eighty (180) days from the Condemnation Date, then Tenant may terminate this Lease at any time before Landlord completes the restoration. If this Lease is terminated, Landlord shall return any deposits, all prepaid Base Rent and other prepaid sums to Tenant within thirty (30) days of the date of termination of this Lease.

15.5 AWARD. Landlord and Tenant may each pursue any condemnation award to which it is entitled by applicable law. Tenant may recover from the condemning authority or from Landlord (if Tenant can show that such amount was included in Landlord's award) that portion of any net award or payment attributable to Tenant's work or installations in the Premises, including without limitation, the unamortized value of improvements installed in the Premises by Tenant at Tenant's expense based on straight-line depreciation over the Initial Term without regard to the condemnation. For the purposes of this Section, a "net" award or payment shall mean the entire award or payment for such taking, less the actual and reasonable expenses incurred in collecting such award or payment.

16. SIGNAGE. Tenant, at its cost, shall have the right to install or place signs, awnings, or other advertising materials in, on or about the Premises, including all directional signs, menu boards, and other signage associated with the drive-through facility, to the maximum extent permitted by local law, as shown on the plans attached hereto as Exhibit B-2.

Landlord's design and construction of the Premises will include a tower element as depicted on the far left of Exhibit B-2 and labeled Retail One (the "Tower Element"). Tenant will have the exclusive right to install and maintain signage on the Tower Element, as shown on the plans attached hereto as Exhibit B-2.

Tenant will have the right at no additional rent, to install a sign panel in the top position on both sides of the pylon sign at the Property shown on Exhibit B-2. Landlord will pay for all costs associated with the fabrication, installation and maintenance of such sign(s) and shall install same prior to Tenant's opening for business at the Premises. Tenant will pay all costs associated with the fabrication and shall reimburse Landlord for all costs associated with the installation of Tenant's sign panels.

Landlord shall not vary or change the location, size or position of Tenant's signage, including but not limited to the position of Tenant's signage on any pylon or monument signs. Notwithstanding anything contained herein to the contrary, Landlord hereby consents to, and Tenant shall be permitted to install, Tenant's then-current trademarked name(s), colors, letters, font and logo in Tenant's signage as depicted on Exhibit B-2, subject only to Tenant securing all necessary approvals from the Town of Middleton. Notwithstanding anything contained herein to the contrary, Tenant shall not be required to obtain Landlord's consent for any promotional or advertising signs or displays within the interior of the Premises. Landlord shall not allow any signage other than Tenant's to be erected on the exterior walls of the Premises. Notwithstanding any provision herein to the contrary, Tenant's ability to install a sign on more than one side of the Tower Element shall not be a condition of this Lease or result in any delay in the Commencement Date. Tenant acknowledges that the Town of Middleton does not permit by right more than one "wall" sign to be erected for any single tenant without securing a special permit or variance. Accordingly, prior to installing a sign on two sides of the Tower Element, Tenant acknowledges that it will be required to seek approval from the Board of Appeals.

If Landlord requests that Tenant temporarily remove Tenant's Exterior Signage after installation for any reason and Tenant consents to such removal in writing, Landlord shall reimburse Tenant for the actual cost incurred by Tenant to remove, store and re-install the Exterior Signage. If Landlord has not paid Tenant those costs within thirty (30) days after Tenant re-installs its Exterior Signage, then in addition to any other remedies Tenant has, Tenant may offset the unpaid amount against Base Rent and all other charges (at Tenant's discretion) until Tenant's costs are fully offset.

17. **PERMIT CONTINGENCY.** Tenant's obligations under this Lease are conditioned on Tenant's obtaining any permits and/or licenses (including but not limited to conditional use permits, building permits, variances and other governmental approvals) (collectively, the "**Government Approvals**") that are required by applicable laws to enable Tenant legally to: (a) construct Tenant's improvements to the Premises in accordance with the Plans; (b) install Tenant's signage on the Premises; and (c) conduct its business from the Premises. Tenant shall, at Tenant's expense, file for such Government Approvals by July 30, 2018 (provided that Landlord approves Tenant's Plans in the time frame set forth in Section 6.5.1 or such July 30 date shall move forward day for day for each day of delay by Landlord in approving same), and shall diligently pursue each Government Approval. Landlord shall execute any applications and shall provide Tenant with such further assistance and cooperation as Tenant may require in connection with applications for such Government Approvals. If Tenant does not obtain such Government Approvals on terms satisfactory to Tenant, or if any Government Approvals or drive-through permits are not renewed or are revoked during the Term due to Landlord's conduct, Tenant shall have the right to terminate this Lease. In the event that Tenant has not sent notice to Landlord confirming its satisfaction, waiver of, or inability to satisfy the contingency described in this Section 17, Landlord shall have the right to send notice to Tenant of Tenant's failure to do so, and shall include in such notice the fact that Tenant has thirty (30) days to respond to Landlord's notice and reciting that Tenant's failure to do so shall be deemed a termination of this Lease. Tenant shall have thirty (30) days following its receipt of Landlord's notice to respond to Landlord, to either waive the contingency or to elect to terminate this Lease, as provided in this Section 17. After a termination hereunder, neither party shall have any rights or liabilities under this Lease, and Landlord shall return any deposits and prepaid amounts to Tenant, if any; provided that, if such termination is based on Landlord's conduct, Tenant shall be entitled to pursue such other rights and remedies as may be available at law or in equity. Tenant shall vacate the Premises within thirty (30) days after exercising the option to terminate as provided in this Section 17.

18. **OUTDOOR SEATING.** If such seating is permitted by the local authorities, Tenant may provide outdoor seating for its customers on property owned by Landlord adjacent to the Premises (the dimensions and location of such area are set forth on Exhibit B-1, or otherwise as mutually agreed upon by Landlord and Tenant) at any time during the Term of this Lease at no additional rental. Landlord shall provide such outdoor seating in accordance with the provisions of Exhibit C. Tenant, at its cost, shall comply with all relevant state, municipal or local laws, regulations, rules and ordinances applicable to its operations in the outdoor seating area. Landlord shall be responsible, at its sole cost and expense, to obtain site plan approval, if necessary, from the Board of Appeals for the Town of Middleton in connection with the modification of the existing approved site plan for the Shopping Center showing the outdoor seating area. Tenant shall pay for and obtain all necessary permits required by the Town of Middleton for the use and operation of the outdoor seating area. Tenant shall take reasonable steps to keep the outdoor seating area exclusively serving its customers reasonably clean and neat. Approval for the outdoor seating area shall not be a condition of this Lease or result in any delay in the Commencement Date.

19. **TENANT'S RIGHT OF EARLY TERMINATION.** Notwithstanding anything contained herein to the contrary, Tenant, in its sole discretion, shall have the right to terminate this Lease as of the Early Termination Date. The "**Early Termination Date**" shall be the last day of the sixtieth (60th) full calendar month of the Term. In order to exercise this early termination right, Tenant must give Landlord written notice no less than one hundred twenty (120) days before the Early Termination Date. Upon the date Tenant specifies for the Early Termination Date, Tenant shall be fully and forever released and discharged from any and all obligations, covenants or liabilities of whatsoever kind or nature in law or equity or otherwise arising out of or in connection with this Lease or any other agreements by and between Landlord and Tenant except any obligation or liability accrued before the Early Termination Date. Should Tenant elect to terminate this Lease as permitted under this Section 19, Tenant shall pay Landlord, on or prior to the Early Termination Date a termination fee (the "**Termination Fee**") equal to the total of the following amounts: (a) three (3) months of Base Rent payable as of the date immediately preceding the Early Termination Date; (b) the then-unamortized portion of the broker's commission paid by Landlord in connection with this Lease (which the parties agree is \$42,446.25, calculated by amortizing such amount on a straight-line basis over a ten (10) year term and (c) the then-unamortized

portion of the Tenant Allowance, calculated by amortizing such amount on a straight-line basis over a ten (10) year term.

20. **TENANT'S USE OF COMMON AREAS.** *Tenant shall have the right to use any and all appurtenances and easements benefiting the Premises and the Shopping Center, along with sufficient Common Areas and parking to support its intended use of the Premises, including such portions as are necessary for Tenant's operation of the drive-through facility, including necessary stacking lanes as well as areas necessary for Tenant's outdoor seating area. In addition to the foregoing, Tenant shall have the right of access to such portions of the Shopping Center outside the Premises as are necessary to enable Tenant to exercise its rights under this Lease. Landlord shall not allow any permanent or temporary kiosk, cart, or other obstruction to be constructed or placed on the Property within one hundred fifty (150) feet of the Premises. Any changes, additions or alterations to the Premises, the Property, or the Shopping Center shall not (a) impair access to, visibility of or frontage of the Premises; (b) materially affect the conduct of Tenant's customary business therein; or (c) detract from Tenant's signage, create confusion regarding the business conducted in the Premises.*

21. **PARKING AND ACCESS.** At no expense to Tenant and/or its employees or customers, Landlord shall provide all parking for Tenant's employees and customers (and Landlord shall apply for and obtain all variances in connection therewith), as needed to meet all code and permitting requirements for Tenant's anticipated use throughout the Term. Landlord shall not vary or permit to be varied the existing means of ingress and egress to the Building, the Shopping Center, nor the Property. Landlord shall not reduce the number of parking spaces below that which is required by law for Tenant to maintain its permit to use and occupy the Premises or realign the parking spaces in a manner that makes them substantially less accessible to the Premises. Landlord will provide Tenant with five (5) exclusive parking spaces adjacent to the Premises. Landlord shall install signage indicating these exclusive spaces.

22. **TRASH REMOVAL.** Landlord shall provide Tenant with a lawful location on the Property (as shown on Exhibit B-1) to store a four (4) cubic-yard trash container and a four (4) cubic-yard recycling container, in accordance with the provisions of Exhibit C. The costs of trash and recycling removal shall be included in Operating Expenses.

23. **GENERAL PROVISIONS.**

23.1 ESTOPPEL CERTIFICATE. *Tenant shall, no more than twice in any Lease Year and upon not less than thirty (30) days prior written notice from Landlord (addressed to Tenant as set forth in Article 25), execute, acknowledge and deliver to any prospective purchaser or mortgagee, or to Landlord on such party's behalf a statement in writing on Tenant's standard form or on such other form as is acceptable to Tenant, (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect); (b) stating the date to which the Base Rent and other charges are paid and the amount of any security deposit held by Landlord, if any; and (c) acknowledging that there are not, to the actual knowledge of the person executing such certificate, any uncured defaults on the part of Landlord hereunder, or specifying such defaults, if any, which are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. Such certificates shall not affect, prejudice or waive any rights or remedies of Tenant against Landlord.*

23.2 LANDLORD'S INTERESTS. Landlord represents and warrants to Tenant that as of the Effective Date of this Lease, (a) Landlord owns and holds fee title in and to the Building, the Shopping Center, and the Property enabling Landlord to enter into an enforceable lease with Tenant on the terms and conditions contained herein; (b) the real property identified on Exhibit A contains the Premises described in Section 1.1; (c) there are no encumbrances, liens, agreements, covenants in effect that would limit Tenant's rights or augment Tenant's obligations hereunder; and Landlord further represents and warrants that it will not enter into any such encumbrances, liens, agreements or covenants that do so; (d) Landlord is unaware of any impending condemnation plans, proposed assessments or other adverse conditions relating to the Property. Landlord will indemnify and hold Tenant harmless if any of the foregoing representations and warranties prove to be untrue. The term "Landlord" as used herein

shall mean only the owner or owners, at the time in question, of the fee title (or a tenant's interest in a ground lease) of the Premises. In the event of an assignment or transfer of this Lease by Landlord for other than security purposes, Landlord shall cause its assignee or transferee to assume the provisions of this Lease and deliver a new notice address to Tenant and Landlord shall deliver written notice of such assignment or transfer and a copy of the effective instrument of transfer to Tenant within fifteen (15) days after the date of transfer. Tenant shall be entitled to continue to pay rent and give all notices to Landlord until Tenant has received the foregoing from Landlord and notice information from Landlord's transferee. Landlord shall deliver all funds in which Tenant has an interest, including but not limited to Tenant's security deposit, if any, to Landlord's purchaser or assignee. From and after a sale of the Premises or the Shopping Center, Landlord shall be released from all liability toward Tenant arising from this Lease because of any act, occurrence or omission of Landlord's successors occurring after the transfer of Landlord's interest in this Lease, provided Landlord's purchaser or assignee expressly assumes Landlord's duties and covenants under this Lease. Nothing herein shall be deemed to relieve Landlord of any liability for its acts, omissions or obligations occurring or accruing up to and including the date of such transfer.

23.3 AUTHORITY. Each of Landlord and Tenant hereby represents and warrants that this Lease has been duly authorized, executed and delivered by and on its behalf and constitutes such party's valid and binding agreement in accordance with the terms hereof.

23.4 SEVERABILITY. The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

23.5 TIME OF ESSENCE. Time is of the essence to the parties executing this Lease.

23.6 INTERPRETATION. Article and section headings are not a part hereof and shall not be used to interpret the meaning of this Lease. This Lease shall be interpreted in accordance with the fair meaning of its words and both parties certify they either have been or have had the opportunity to be represented by their own counsel and that they are familiar with the provisions of this Lease, which provisions have been fully negotiated, and agree that the provisions hereof are not to be construed either for or against either party as the drafting party.

23.7 INCORPORATION OF PRIOR AGREEMENTS; AMENDMENTS. This Lease contains all agreements of the parties as of the date hereof with respect to any matter mentioned herein. No prior agreement, correspondence or understanding pertaining to any such matter shall be effective to interpret or modify the terms hereof. Oral commitments or promises are not enforceable and shall not be binding or made part of this Lease. Any revisions or modifications to this Lease must be in writing and mutually accepted by persons with full and complete authority to bind the party, as designated by this Lease. Landlord waives the right to claim or assert the existence of any other modifications to this Lease. This Lease may be modified only in writing, signed by the parties in interest, at the time of the modification. Landlord specifically acknowledges that Tenant's employees at the Premises do not have authority to modify this Lease or to waive Tenant's rights hereunder.

23.8 WAIVERS. No waiver by Landlord or Tenant of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant or Landlord of the same or any other provision. A party's consent to or approval of any act shall not be deemed to render unnecessary obtaining such party's consent to or approval of any subsequent act. No waiver shall be effective unless it is in writing, executed on behalf of Landlord or Tenant by the person to whom notices are to be addressed.

23.9 RECORDING. Landlord or Tenant may record a short form or memorandum of lease at the requesting party's expense, substantially in the form attached to this Lease as Exhibit L. At Landlord's or Tenant's request, the parties shall execute a memorandum of lease in recordable form giving notice of such non-monetary terms as Tenant may reasonably request, including Tenant's exclusivity and option rights. If Tenant elects to record a memorandum of lease and Landlord requests in

writing the removal of same upon the expiration or earlier termination of this Lease, Tenant shall (at Tenant's expense), remove the recorded memorandum from the title records.

23.10 HOLDING OVER. If Tenant remains in possession of the Premises or any part thereof after the expiration of the Term, with or without the consent of Landlord, such occupancy shall be a tenancy from month-to-month at a monthly rental in the amount of one and one half times the Base Rent payable in the last month of the Term, plus all other charges payable hereunder, and upon the terms hereof applicable to month-to-month tenancies.

23.11 CUMULATIVE REMEDIES. Except where otherwise expressly provided in this Lease, no remedy or election hereunder shall be deemed exclusive, but shall, wherever possible, be cumulative with all other remedies at law or in equity.

23.12 BINDING EFFECT; CHOICE OF LAW. This Lease shall be binding upon and benefit the parties, their personal representatives, successors and assigns. This Lease shall be governed by the laws of the state where the Premises are located.

23.13 SUBORDINATION, NONDISTURBANCE AND ATTORNMEN. This Lease shall be subordinate to all existing mortgages and/or deeds of trust affecting the Premises as of the Effective Date of this Lease. Tenant may require that Tenant, Landlord and Landlord's lender execute and record a subordination, nondisturbance and attornment agreement ("**SNDA**") in recordable form reasonably acceptable to Landlord's lender and Tenant. If requested by Landlord, Tenant agrees to subordinate this Lease to the lien of any mortgage or deed of trust subsequently placed on the Property after the Memorandum of Lease is recorded and to attorn to Landlord's successor following any foreclosure, sale or transfer in lieu thereof; provided that the mortgagee, transferee, purchaser, lessor or beneficiary ("**Landlord's Successor**") agrees in an SNDA in form and substance satisfactory to Tenant that Tenant's use or possession of the Premises shall not be disturbed, nor shall its obligations be enlarged or its rights be modified by reason of any such transaction. Notwithstanding any foreclosure or sale under any mortgage or deed of trust (or transfer by deed in lieu thereof), this Lease shall remain in full force and effect.

23.14 LANDLORD'S ACCESS. Landlord and Landlord's agents shall have the right to enter the Premises upon seventy-two (72) hours prior written notice for the purpose of inspecting the same, showing the same to prospective purchasers or lenders, and making such repairs to the Building as Landlord is obligated to make pursuant to the terms of this Lease. Notwithstanding the foregoing, in the event of an emergency requiring Landlord's entry into the Premises, Landlord may give Tenant shorter notice in any manner that is practicable under the circumstances. When entering or performing any repair or other work in, on or around the Premises or the Shopping Center, Landlord, its agents, employees and/or contractors: (a) shall identify themselves to Tenant's personnel immediately upon entering the Premises, and (b) shall not, in any way, affect, interrupt or interfere with Tenant's use, business or operations on the Premises or obstruct the visibility of, or access to, the Premises. In the event of *interference with Tenant's operations in the Premises*, the Base Rent and Annual Additional Rent shall be equitably abated if the interference continues for more than twenty four (24) hours. In the event such interference shall continue for longer than six (6) months, Tenant shall have the option to terminate this Lease or continue to operate with rent abatement after such interruption has ceased for a time period equal to the duration of such interruption.

23.15 ONLY LANDLORD/TENANT RELATIONSHIP. Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of *principal and agent, partnership, joint venturer or any association between Landlord and Tenant*. Landlord and Tenant expressly agree that neither the method of computation of rent nor any act of the parties hereto shall be deemed to create any relationship between Landlord and Tenant other than the relationship of Landlord and Tenant.

23.16 ATTORNEYS' FEES. If either party brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, proceeding, trial or

appeal, shall be entitled to its reasonable attorneys' fees to be paid by the losing party as fixed by the court.

23.17 FORCE MAJEURE. In the event that either party shall be delayed or hindered in or prevented from the performance of any covenant, agreement, work, service, or other act required under this Lease to be performed by such party (a "Required Act"), and such delay or hindrance is due to causes entirely beyond its control such as riots, insurrections, martial law, civil commotion, war, fire, flood, earthquake, or other casualty or acts of God (a "Force Majeure Event"), then the performance of such Required Act shall be excused for the period of delay, and the time period for performance of the Required Act shall be extended by the same number of days in the period of delay. For purposes of this Lease, the financial inability of Landlord or Tenant to perform any Required Act, including (without limitation) failure to obtain adequate or other financing or Landlord's failure to become the fee simple owner of the Property, shall not be deemed to constitute a Force Majeure Event. A Force Majeure Event shall not be deemed to commence until ten (10) days before the date on which the party who asserts some right, defense or remedy arising from or based upon such Force Majeure Event gives written notice thereof to the other party. If abnormal adverse weather conditions are the basis for a claim for an extension of time due to a Force Majeure Event, the written notice shall be accompanied by data substantiating: (i) that the weather conditions were abnormal for the time and could not have been reasonably anticipated and (ii) that the weather conditions complained of had a significant adverse effect on the performance of a Required Act. To establish the extent of any delay to the performance of a Required Act due to abnormal adverse weather, a comparison will be made of the weather for the time of performance of the Required Act with the average of the preceding ten (10) years climatic range based on the National Weather Service statistics for the nearest weather reporting station to the Premises. No extension of time for or excuse for a delay in the performance of a Required Act will be granted for rain, snow, wind, cold temperatures, flood or other natural phenomena of normal intensity for the locality where the Premises are located.

23.18 CONFIDENTIALITY OF LEASE. From and after the date lease negotiations were entered into and throughout the Term of this Lease, the parties shall not disclose any of the terms, covenants, conditions or agreements set forth in the letters of intent or in this Lease or any amendments hereto, nor provide such correspondence, this Lease, any amendments hereto or any copies of the same, nor any other information (oral, written or electronic) which is communicated by or on behalf of Tenant or on behalf of Landlord relating to Tenant's proposed development of the Premises (including, without limitation, architectural plans, specifications, site plans and drawings) or Tenant's business, to any person including, without limitation, any brokers, any other tenants in the Shopping Center or any affiliates, agents or employees of such tenants or brokers except as set forth herein, without Tenant's written consent or except as ordered by a court with appropriate authority provided Landlord seeks available protective orders. Landlord hereby acknowledges that the disclosure of the foregoing to any third party *would cause material damage to Tenant, and Landlord agrees to indemnify, save and hold Tenant harmless from and against any and all damages suffered by Tenant which are attributable to any disclosure by Landlord in violation of the terms of this provision.* Notwithstanding the foregoing, Landlord may disclose the terms of this Lease to those of its partners, employees, consultants, attorneys, accountants, current or potential mortgagees, lenders or purchasers of the Property who agree to be bound by the terms of this Section and Tenant may disclose the terms of this Lease to those of its partners, employees, consultants, attorneys, accountants and current or potential lenders, assigns or subtenants who agree to be so bound.

23.19 BROKERS. Landlord agrees to pay a brokerage commission to Atlantic Retail Properties for services provided in connection with this Lease in accordance with the terms of a separate commission agreement. Except as specifically identified in this Section, Landlord and Tenant each represent to the other that they have not dealt, directly or indirectly, in connection with the leasing of the Premises, with any other broker or person entitled to claim a commission or leasing fees. In no event may this Lease be construed to create any express or implied obligation on the part of Tenant to perform this Lease on behalf of any broker (or any person claiming a commission or leasing fee) as primary obligee or as a third party beneficiary. Landlord and Tenant each shall indemnify and hold each other harmless from any loss, liability, damage, or expense (including without limitation reasonable attorneys'

fees) arising from any claim for a commission or leasing fee arising out of this transaction made by any unidentified broker or other person with whom such party has dealt.

23.20 CONSENTS. Whenever the right of approval or consent is given to a party pursuant to this Lease, that party shall not unreasonably withhold, condition or delay its consent unless this Lease expressly provides otherwise.

23.21 WAIVER OF JURY TRIAL. With respect to any litigation arising out of or in connection with this Lease, Landlord and Tenant hereby expressly waive the right to a trial by jury.

23.22 OTHER STORES. Notwithstanding anything in this Lease to the contrary, under no circumstances do the parties to this Lease intend to limit or otherwise affect in any way the ability or right of Tenant and Tenant's affiliates to open, operate, merchandise or close any stores anywhere, regardless of the proximity to the Premises or the potential or actual effect of the opening, operation, merchandising or closing of such stores, and further regardless of any obligations or rights based on the sales generated at the Premises expressly set forth in this Lease. Without limiting the generality of the foregoing, the parties confirm that neither Tenant nor its affiliates are subject to a so-called "opening covenant", "continuous operation clause", "operating covenant", "radius restriction" or similar limitation in favor of Landlord or its affiliates or other tenants in the Shopping Center.

24. QUIET ENJOYMENT. Without limiting any rights Tenant may have by statute or common law, Landlord covenants and agrees that, so long as this Lease is in full force and effect, Tenant shall lawfully and quietly hold, occupy and enjoy the Premises during the Term of this Lease without disturbance by Landlord or by any person having title paramount to Landlord's title or by any person claiming through or under Landlord.

25. NOTICES. Whenever a provision is made under this Lease for any demand, notice or declaration of any kind (even if the provision does not expressly require notice in writing), or where it is deemed desirable or necessary by either party to give or serve any such notice, demand or declaration to the other party, it shall be in writing and served either personally or sent by United States mail, certified, postage prepaid, or by pre-paid nationally recognized overnight courier service, addressed at the addresses set forth below or at such address as either party may advise the other from time to time. In the event a party refuses to accept delivery of a properly issued notice, the date of rejection shall be deemed the date notice has been received. Any such notice, demand or declaration which does not comply with the foregoing requirements above shall be ineffective for purposes of this Lease.

To Landlord at:

7 River Street LLC
Attention: Warren Kelly
10 Perkins Road
Middleton, MA 01949
Phone: 978-423-3843

To Tenant at:

Starbucks Corporation
Attn: Property Management Department
RE: Starbucks Coffee Company Store # ~~54212~~ MA
Mailstop S-RE3

by mail at:

P.O. Box 34067
Seattle, WA 98124-1067

or by overnight delivery to:

2401 Utah Avenue South, Suite 800
Seattle, WA 98134
Phone: (206) 447-1575

Notices, demands, or declarations given under this Lease will be deemed to have been given when received or when receipt is refused.

Landlord shall send a duplicate copy of any notice given under Article 14 to the attention of the Law and Corporate Affairs Department at the same address, Mailstop S-LA1.

26. EXHIBITS. The following exhibits are attached to this Lease and by this reference are incorporated herein:

- Exhibit A – Legal Description
- Exhibit B – Shopping Center Site Plan Identifying Premises
- Exhibit B-1 – Diagram of Premises, Drive-Through Lanes, Parking, Trash Locations and Outdoor Seating Area
- Exhibit B-2 – Signage
- Exhibit C – Construction Requirements
- Exhibit D – Delivery of Possession Letter
- Exhibit E – Landlord Work Modification Letter
- Exhibit F – Date Certificate
- Exhibit G – Existing Exclusives
- Exhibit H – Deleted
- Exhibit I – Deleted
- Exhibit J – Deleted
- Exhibit K – Deleted
- Exhibit L – Memorandum of Lease

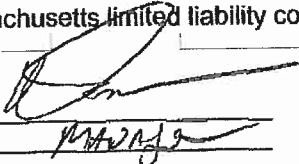
IN WITNESS WHEREOF, the parties have executed this Lease as of the date first above written.

LANDLORD:

7 RIVER STREET, LLC
a Massachusetts limited liability company

By

Its



TENANT:

STARBUCKS CORPORATION,
a Washington corporation

By

Its

Ray Silverstein
vice president

Landlord's Federal Tax Identification
Number: 26-2203381

STATE OF ma)
COUNTY OF Essex) ss.

On this 26th day of April, 2018, before me, the undersigned, a Notary Public in and for the Comm of ma, duly commissioned and sworn, personally appeared Warren Kelly, to me known as, or providing satisfactory evidence that he/she is the Manager of 1 River Street LLC, a limited liability company, the LLC that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said LLC for the uses and purposes therein mentioned and on oath stated that he/she is authorized to execute said instrument.

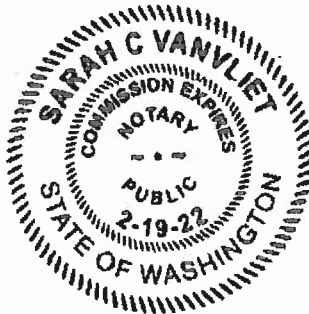
WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Pamela Verma
NOTARY PUBLIC in and for the Comm of ma residing at 49 Brook St, Wakefield, ma
My commission expires 8/31/2023
Print Name: Pamela Verma

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 23rd day of April, 2018, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Ray Silverstein, to me known to be the vice president of STARBUCKS CORPORATION, a Washington corporation, the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute said instrument.

WITNESS my hand and official seal hereto affixed the day and year this certificate above written.



Sarah C. VanVliet
NOTARY PUBLIC, in and for the State
of Washington, residing at Seattle, WA
Commission expires: 02/19/2022
Print Name: Sarah C. VanVliet

EXHIBIT A

LEGAL DESCRIPTION

The land with the buildings thereon situated in Middleton, Essex County, MA and being shown as Lot 32 on a plan prepared for P.T.S. Enterprises as drawn by Dana F. Perkins, Inc. d/b/a Robert E. Anderson, Reg. Prof. Engineers and Land Surveyors, with said plan recorded with Essex South District Registry of Deeds at Plan Book 355, Plan 32 (the "Plan").

Containing approximately 3.05 acres as shown on the above-mentioned Plan.

For title reference see Deed recorded with said Registry of Deeds in Book 35686, Page 356.

EXHIBIT B

SHOPPING CENTER SITE PLAN IDENTIFYING PREMISES

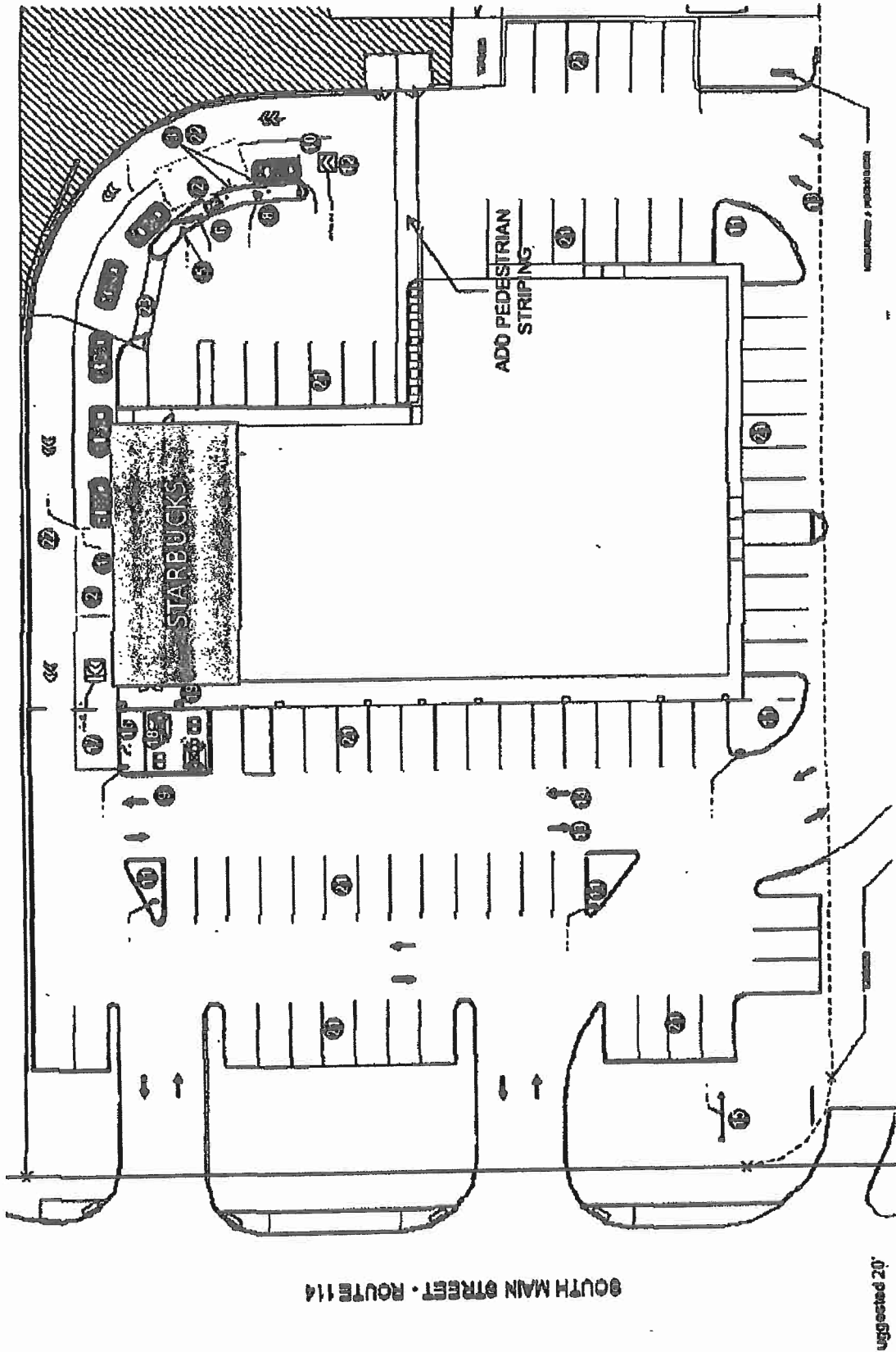


EXHIBIT B

SHOPPING CENTER SITE PLAN IDENTIFYING PREMISES

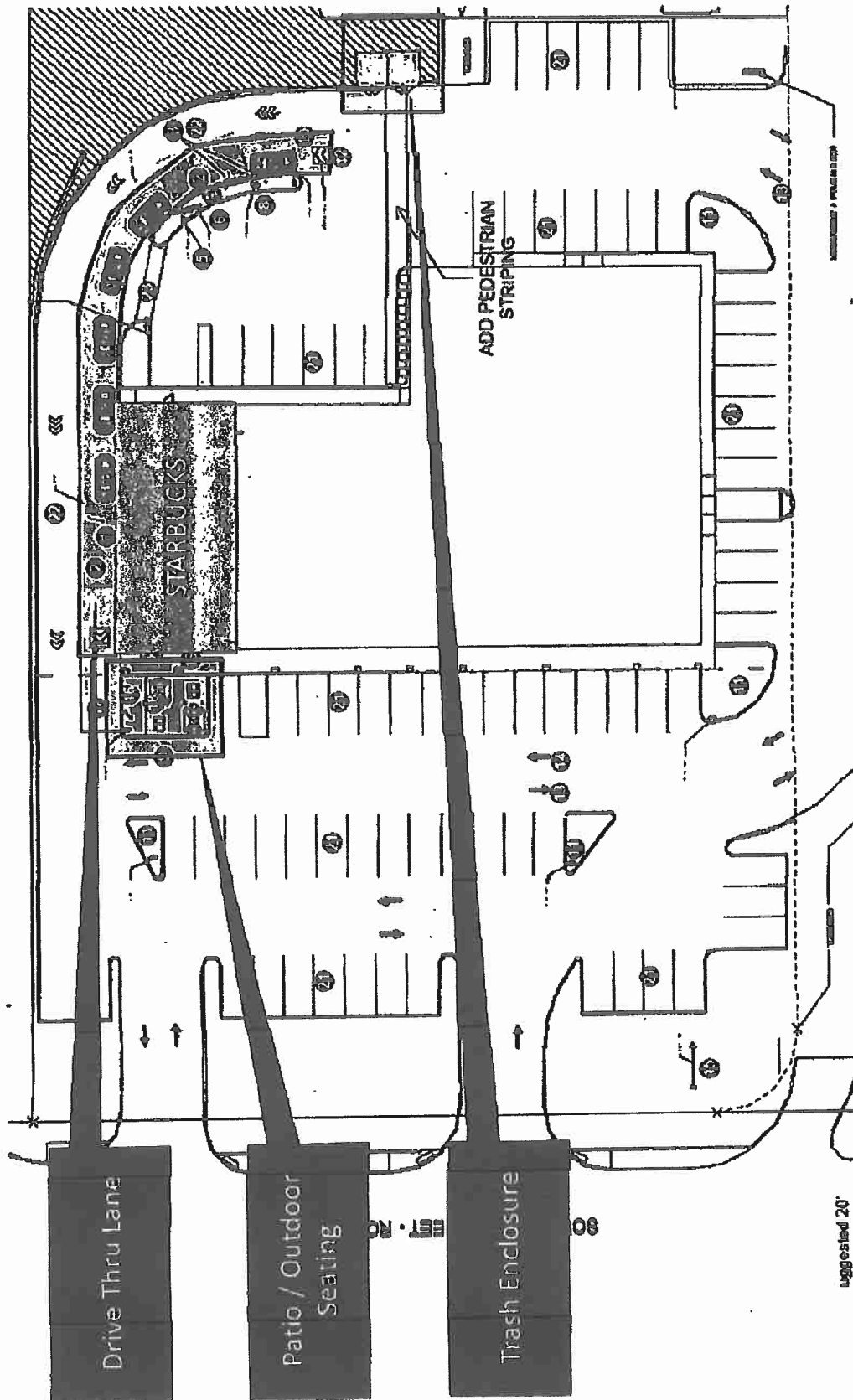
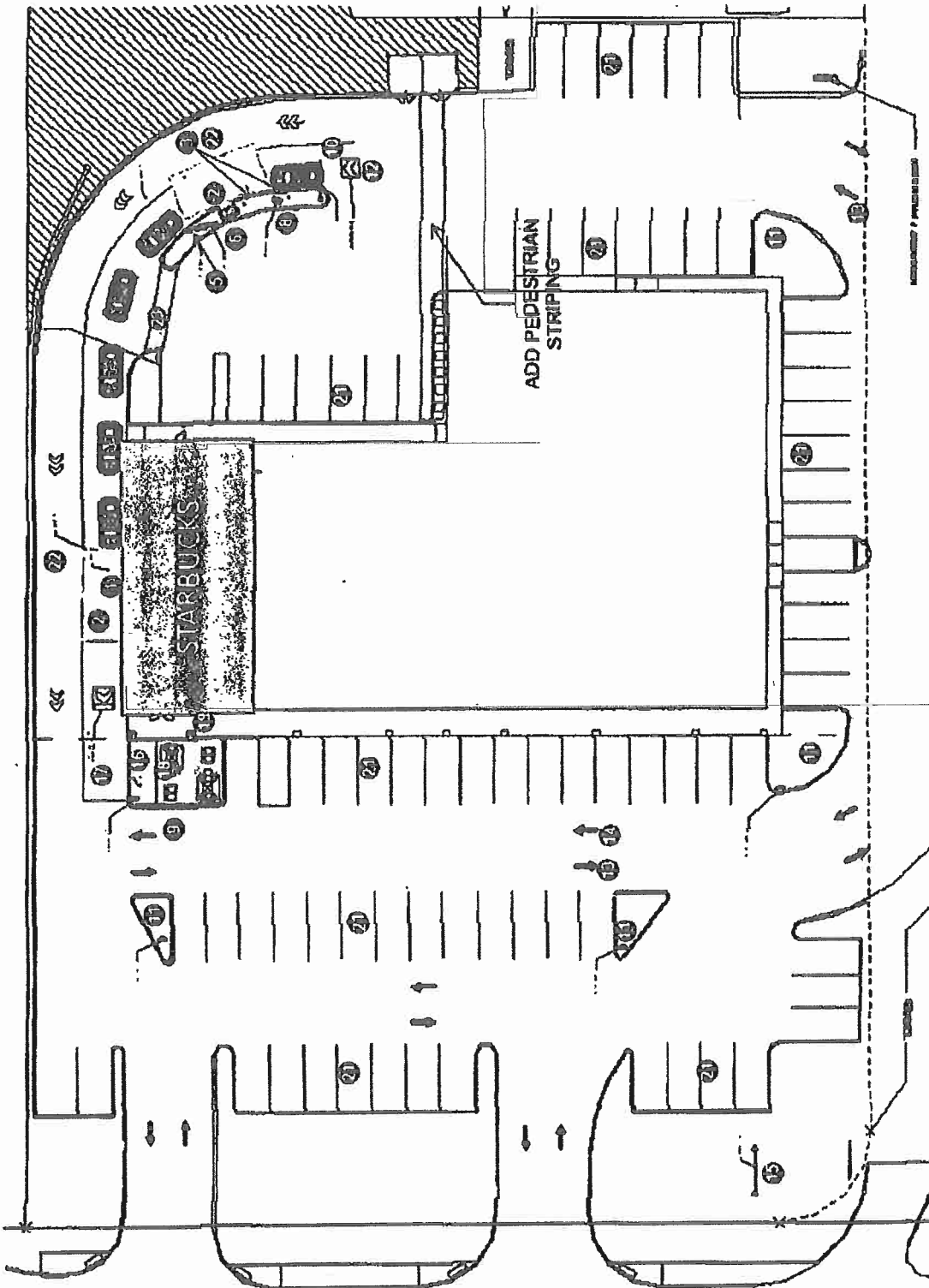


EXHIBIT B-1

DIAGRAM OF PREMISES, DRIVE THROUGH LANES, PARKING, TRASH ENCLOSURES AND OUTDOOR SEATING



SOUTH MAIN STREET - ROUTE 114

Suggested 20'

EXHIBIT B-1

DIAGRAM OF PREMISES, DRIVE THROUGH LANES, PARKING, TRASH ENCLOSURES AND
OUTDOOR SEATING

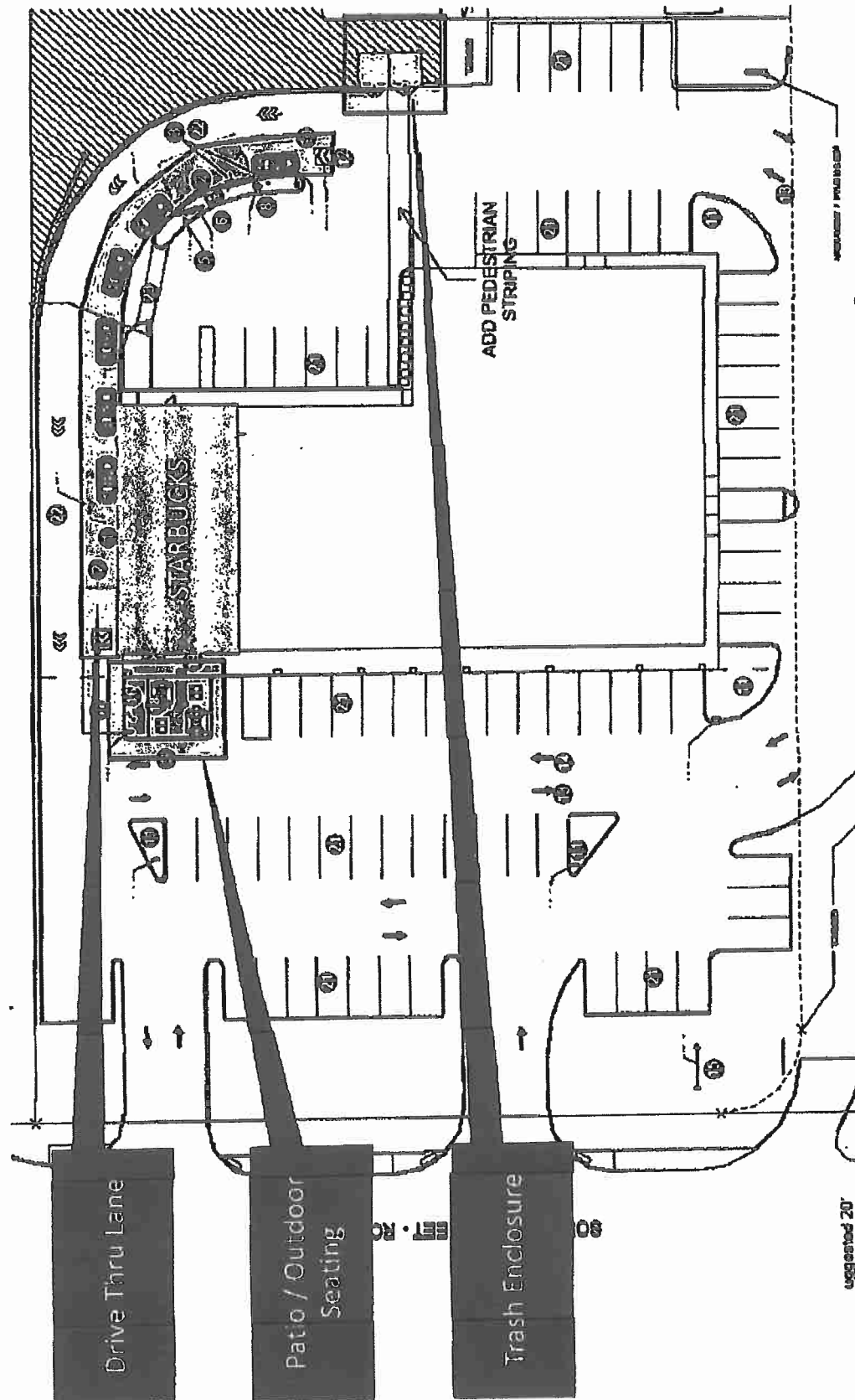


EXHIBIT B-2
SIGNAGE



EXHIBIT B-2

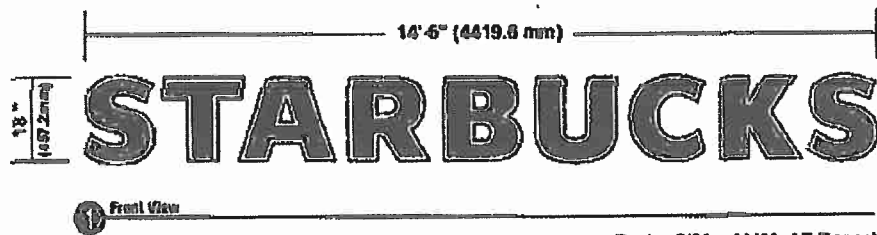
SIGNAGE

18" CHANNEL LETTERS - REMOTE

SBC-S11395-SB

Qty. 2

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SPECIFICATIONS

- A** Internally illuminated channel letters to be fabricated from .040/3003 aluminum with pre-painted White interiors and painted satin finish Black polyurethane exteriors. Letter backs to be aluminum pop-riveted to sidewalls and sealed.
- B** Faces to be 3/16" (5mm) White acrylic with 1" (25mm) Black trimcap retainer edging. Center of faces to be first surface 3M Scotchcal #3630-76 Holly Green vinyl with White show-through scratch borders.
- C** Letters illuminated w/ "Lumificient LED's w/ remote power supply.
- D** Letters to be installed flush to wall.

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SIGNAGE

City 3



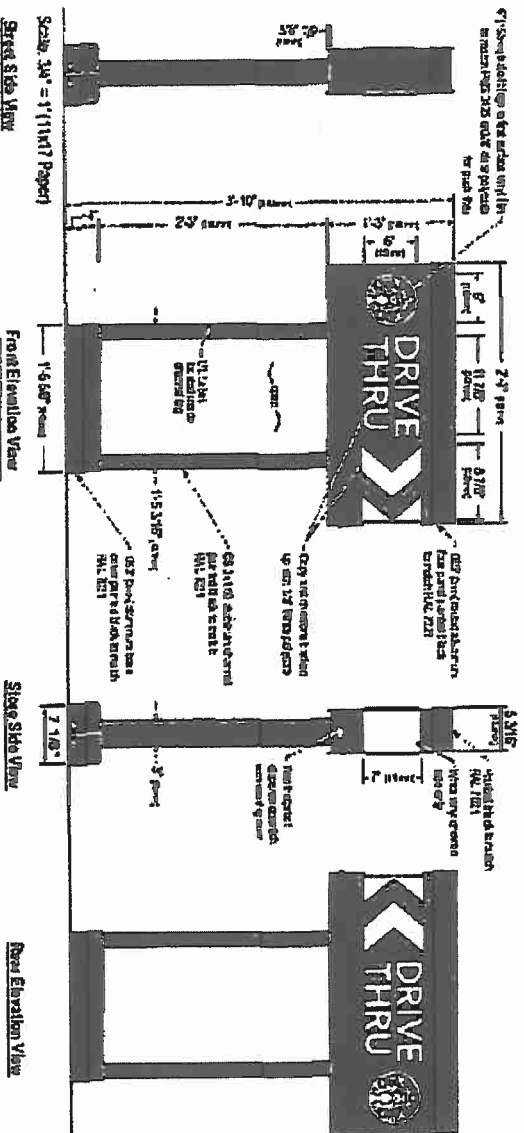
EXHIBIT B-2

SIGNAGE

46" ILLUMINATED DIRECTIONAL -DT / DT>

Qty: 4

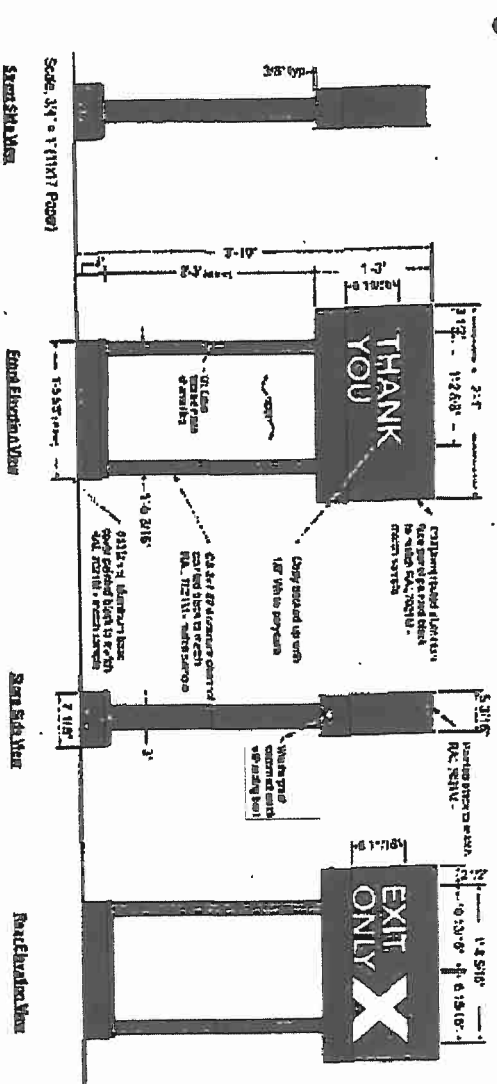
SBC-S14104-DT



46" ILLUMINATED DIRECTIONAL TYEO

Qty: 1

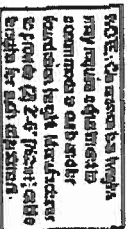
SBC-S14091



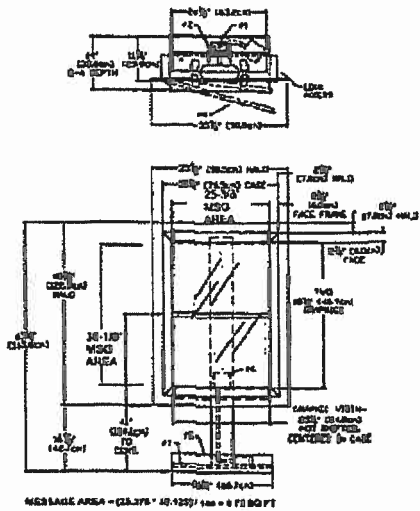
SIGNAGE

City: 1

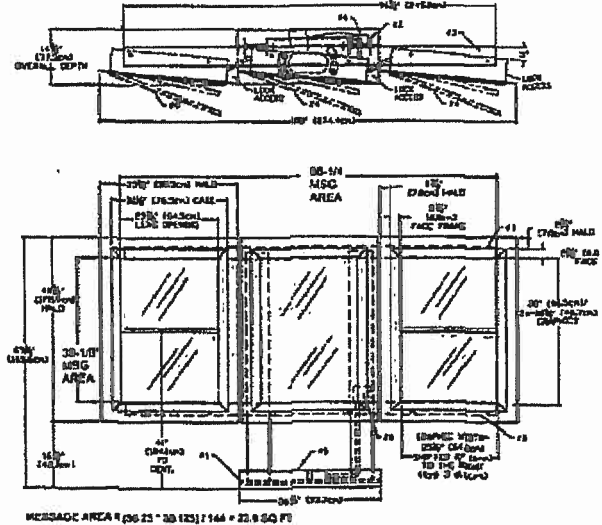
മി. അനന്തപ്രസാദ്
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Day 1
G



WEL MENU - FREESTANDING



POS & PCB ON POST

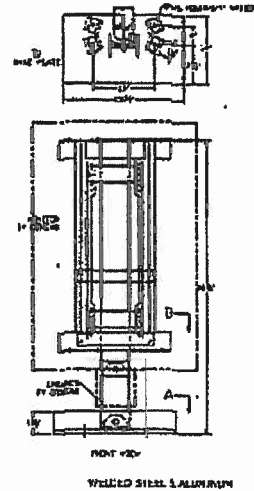
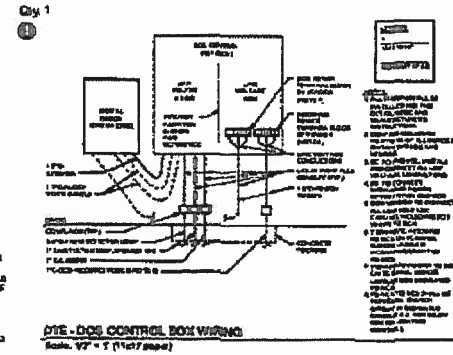
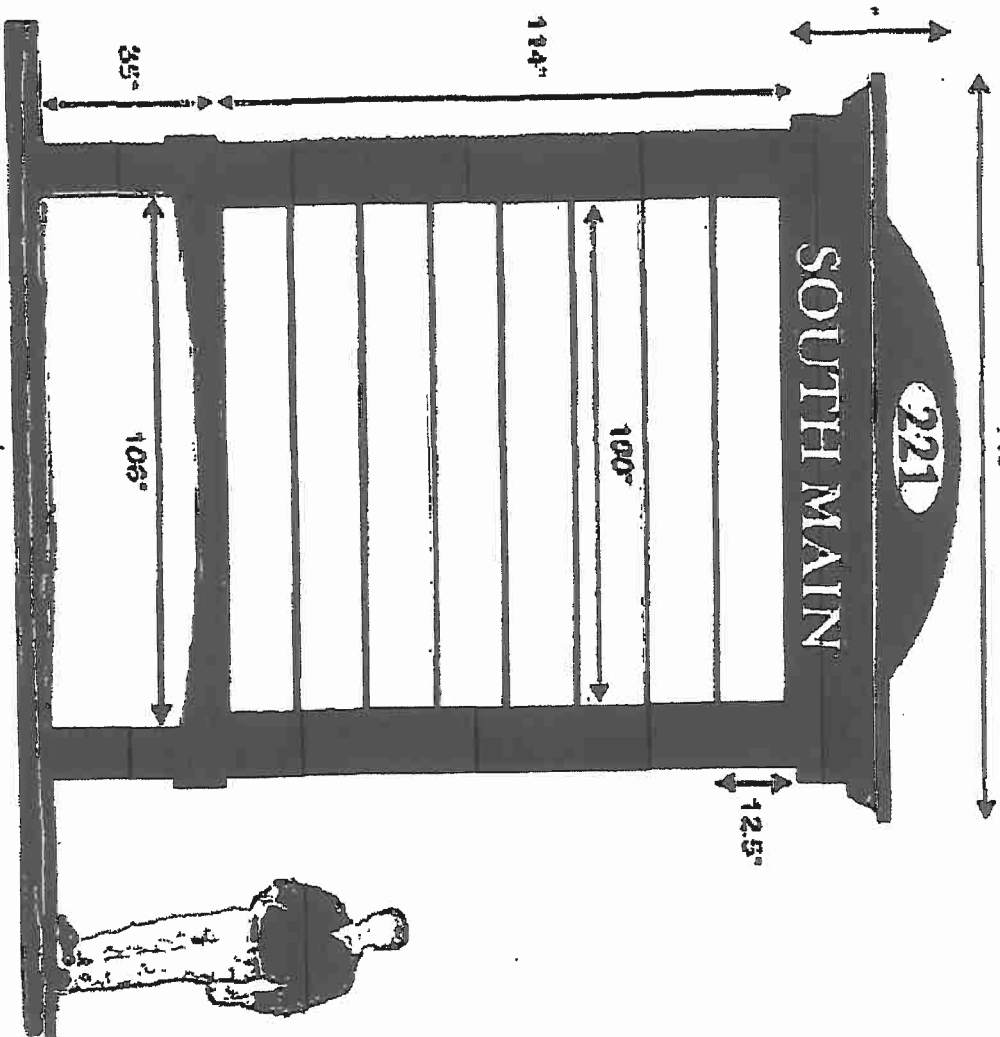


EXHIBIT B-2

SIGNAGE



SIGNAGE

[illegible]

EXHIBIT C

CONSTRUCTION REQUIREMENTS

LANDLORD WORKLETTER

EXHIBIT C-1

TENANT'S DRIVE-THRU CONSTRUCTION REQUIREMENTS

SITE NAME:	MIDDLETON, MA
SITE ADDRESS:	221 S. MAIN STREET
TIA:	\$20,000

1. Landlord Construction

Tenant has provided Landlord with Tenant's Requirements for Landlord Workletter, which is a package of information that includes Tenant's standards, specifications and other details or documents pertaining to Landlord's Work (defined below) in the leased premises (the "Tenant's Requirements"). Additionally, Landlord will be required to coordinate certain aspects of the work with Tenant and/or Tenant Requirements Document as defined in this Workletter.

Landlord will provide the Tenant with a copy of Landlord's construction schedule, including the name, phone number and address of Landlord's contractor and project manager, and copies of all Tenant and governmentally approved Landlord's Plans (as defined in the Lease, or, if not defined in the Lease, "Landlord's Plans" will mean the Tenant and governmentally approved plans for Landlord's configuration of the leased premises and any other portions of the building and the shopping center of which such leased premises are a part, coordination of Landlord's Work, Tenant's drive-through facility, if any, and the parking area, if any), and copies of all changes to such Plans as shall have been approved by Tenant. The foregoing shall be provided to Tenant by the delivery date for such items as set forth in the Lease (or, if no such delivery date is set forth in the Lease, at least one hundred twenty (120) days prior to the Scheduled Delivery Date as defined in the Lease, or, if the Scheduled Delivery Date is not defined in the Lease, the date set forth in Landlord's construction schedule for completion of all Landlord's Work, which date shall be referred to herein as the "Scheduled Delivery Date". The construction schedule must include completion dates for key construction milestones, which milestones shall include completion of access/egress, completion of Tenant parking field, installation of permanent utility services, and a Certificate of Occupancy for the building and the shopping center of which the leased premises are a part, all of which must occur prior to the Scheduled Delivery Date.

The Tenant's Requirements, together with the provisions of the Lease governing Landlord's Work, this Landlord's Workletter, and the Landlord's Plans, are referred to herein, collectively, as the "Landlord's Work Documents."

If not otherwise defined or expressly described in the Lease, "Landlord's Work" shall mean all items described in the Landlord's Work Documents and any work necessary to bring the leased premises and the building and the shopping center of which the leased premises are a part, in each case, into the condition required under the Landlord's Work Documents; together with

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EXHIBIT C

CONSTRUCTION REQUIREMENTS



STARBUCKS COFFEE COMPANY

Landlord's Work to be

obtaining, at Landlord's sole cost, all approvals to finalize a master sign program (if required or necessary) acceptable to Tenant by the date that Landlord delivers Landlord's Plans to Tenant; together with, if applicable to the leased premises, obtaining, at Landlord's sole cost, all permits and/or government approvals for the construction and operation of Tenant's drive-through facility.

Landlord's Work shall be completed in compliance with the Landlord's Work Documents, standard construction practices, and all applicable Federal, State and local laws, rules, codes and regulations. Landlord shall provide Tenant with a weekly construction status report with digital progress photos. During construction of all Landlord's Work, Tenant's project manager, or its designated representative, may enter upon the leased premises and the building and the shopping center of which the leased premises are a part to inspect progress, take progress photos, and to determine if Landlord's Work is being completed in accordance with the description of Landlord's Work and the Landlord's Work Documents. Upon the completion of Landlord's Work, Landlord shall provide Tenant with completed as-builts for the leased premises.

2. Parties Obligations upon Delivery and Possession

Landlord shall notify Tenant in writing at least ten (10) days (if not otherwise set forth in the Lease) prior to the date that Landlord anticipates that the leased premises will be ready for Tenant's occupancy and Tenant shall arrange promptly to inspect the leased premises to determine whether Landlord's Work has been completed in accordance with the Landlord's Work Documents. At the time of Tenant's inspection, Landlord shall demonstrate that all of Landlord's Work and all mechanical systems of the leased premises are in good working order; provided, however, that if electrical service is not connected at the time of Tenant's inspection, then, notwithstanding anything to the contrary in any other Landlord's Work Documents, Tenant's inspection shall not be deemed complete and Landlord shall not be deemed to have satisfied all conditions to the delivery of the leased premises until such electrical service is completed and Landlord shall have demonstrated that all of Landlord's Work that requires completed electrical service is in good working order, including, without limitation, HVAC, the Drive Thru Window, if applicable, and rooftop fan.

Upon completion of Tenant's inspections, Tenant shall deliver to Landlord a written punch list of all incomplete or faulty items of construction or mechanical installation, and any necessary *mechanical adjustments and finish work needed to bring the leased premises and the building and the shopping center of which the leased premises are a part into the condition required by the Landlord's Work Documents*. Except as expressly provided to the contrary in the Lease, Landlord shall repair all punch list items as a condition to Tenant's acceptance of the leased premises, or if Tenant chooses to accept delivery of the leased premises prior to completion, within fourteen (14) days of the date Tenant delivers the punchlist to Landlord, unless another date is specified in the Lease. Upon Tenant's acceptance of delivery of possession of the Premises, Landlord and Tenant shall execute the delivery of possession form in accordance with the Lease or a written acknowledgement of delivery and acceptance if a delivery of possession form is not a part of the Lease.

If on the Scheduled Delivery Date, leased premises and the building of which the leased premises are a part are not in the condition required by the Landlord's Work Documents, and/or if Landlord

LL Initials LL Date 1/22/17

Tenant Initials A Date 12/4/17

EXHIBIT C

CONSTRUCTION REQUIREMENTS



STARBUCKS COFFEE COMPANY

Landlord Work Letter

fails to repair all punch list items at the time and in the manner described in the preceding paragraph, and if, in either case, Tenant elects to accept possession of the leased premises, then, in addition to any remedy provided in the Lease and without limitation thereof, and except as expressly provided to the contrary in the Lease, Tenant is hereby authorized to complete all or any portion of the outstanding Landlord's Work and/or punchlist items necessary to bring the leased premises into the required condition and Landlord shall reimburse Tenant for the actual cost of such work plus an administrative surcharge of fifteen percent (15%) of the amount otherwise due Tenant, to compensate Tenant for its employees' time, within thirty (30) days of receipt of an invoice for such sums. Landlord agrees that the Tenant's and its contractor's determination of the scope of all work that is necessary to bring the leased premises into the required condition is deemed appropriate and the cost thereof plus the surcharge referred to above shall be final and binding on Landlord. If Landlord does not reimburse Tenant as required by this Landlord Workletter then in addition to any remedy provided in the Lease and without limitation thereof, Tenant may offset such sum against the monthly base rent and all other charges payable by Tenant under the Lease until such sum has been fully recouped. Nothing herein shall limit or impair any of Tenant's rights and remedies set forth in the Lease or Landlord's obligations thereunder, including, without limitation, requirements for the condition of the leased premises and the building and the shopping center of which the leased premises are a part and Landlord's obligation to construct and complete all Landlord's Work.

3. Incorporation With Lease

This Landlord Workletter is attached to and forms a part of the Lease and is intended by the Landlord and Tenant to be interpreted in all respects in a manner that is consistent with the terms, conditions and provisions of such Lease. Notwithstanding the foregoing, the express terms, conditions and provisions of the Lease (including, without limitation, those terms, conditions and provisions of the Lease, if any, governing delivery dates and the rights and obligations of the parties in the event that on the Scheduled Delivery Date, the premises are not delivered to Tenant in the required condition) shall control in the event of any conflict or inconsistency between the express terms, conditions and provisions of the Lease and this Landlord Workletter.

EXHIBIT C-2

DESCRIPTION OF LANDLORD WORK

LL Initials ul Date 11/21/17

Tenant Initials ae Date 12/4/17

EXHIBIT C

CONSTRUCTION REQUIREMENTS



STARBUCKS COFFEE COMPANY

Landlord Work Letter

NEW AND/OR EXISTING CONSTRUCTION

STANDARD DRIVE - THRU COMPONENTS	
Scope Category	Details
Bldg Domestic Water Distribution	Furnish and install one domestic water (DW) service sized per local code (minimum 1 1/2"), and a meter independently designated for Tenant's use, stubbed via copper piping into the Premises with shut off valve in a location approved by Tenant.
	Permit and distribute all under-slab domestic water lines per Tenant's under-slab penetration drawings and/or Tenant Requirements Document. Notify Tenant a minimum of two weeks prior to slab pour for coordination.
	The DW service must be capable of providing a minimum operating flow rate of 50 gallons per minute (gpm); at a minimum operating pressure of 50 psig and a maximum of 80 psig dynamic pressure at all times. If flow rate or pressure is not sufficient, Landlord shall engineer, furnish and install a booster pump in a location agreed upon with the Tenant.
	Furnish and install an approved, tested and certified backflow prevention assembly, if required by applicable codes, in a location identified on the landlord's construction documents. Landlord shall select backflow prevention assembly with a maximum water pressure drop of 15 psig at 50 gpm.
	If permanent utility service is not available at the Scheduled Delivery Date as defined in the lease, temporary service must be provided by Landlord. Permanent water service must be provided by no later than two (2) weeks into Tenant's construction in the space.
Bldg Electrical Distribution	Provide a separately metered utility, including the current transformer (CT) block, meter base, distribution panel, meter, properly sized conduit and properly sized lead wire from the utility service point to Tenant's main electrical service panel. Location of the switch gear shall be specified by the Tenant.
	Permit and distribute all under-slab electrical distribution lines per Tenant's under-slab penetration drawings and/or construction documents. Notify Tenant a minimum of two weeks prior to slab pour for coordination.
	Service drop from the utility company shall be a minimum of 400 amps, 120/208 volt 3 phase 4 wire power service connected to Tenant's main electrical panel. If only 120/240 Volt service is available, advise Tenant immediately.
	If permanent electrical service is not available at the Scheduled Delivery Date as defined in the lease, temporary service must be provided by Landlord. Permanent Electrical service must be provided by no later than two (2) weeks into Tenant's construction in the space.
Bldg Electrical Panels	Furnish and install two (2) each "Square-D" or equal (with prior approval by Tenant) NEMA PB1, Type 1, 400 Amp rated panels with lockable, hinged door-in-door construction. Main panels shall include feed-thru lugs to serve downstream panel.
	Main panels shall include feed-thru lugs to serve downstream panel.
	All panels shall be mounted flush with wall, in a location identified by the Tenant.
	Each electrical panel shall be furnished with 42 poles and breakers (GFI if code requires) per Tenant's construction documents and panel schedule.
	Panels shall have Amps Interrupting Current (AIC) rating sufficient to withstand available fault current at the electrical service entry.
	Furnish and install pole lights in the parking lot and at site ingress and egress to provide a minimum lighting level of 1.5 foot candles at grade.

LL Initials W Date 11/21/17Tenant Initials ac Date 12/4/17

EXHIBIT C

CONSTRUCTION REQUIREMENTS



STARBUCKS COFFEE COMPANY

Landlord Work Letter

STANDARD DRIVE - THRU COMPONENTS	
Bldg Exterior and Site Lighting	Any parking lot lighting dedicated to Tenant occupancy shall require conduit and wire stub-up to within five feet (5') of the building pad at the rear service door for integration with Tenant's lighting control system.
	Furnish and install exterior lighting fixtures to provide even illumination, with no dark areas and light levels per Tenant Requirements Document.
	Any exterior building lighting dedicated to Tenant occupancy shall require control within Tenant's space.
	Provide battery back-up within exterior building light fixtures per code to provide emergency illumination of the exterior egress discharge.
Bldg Fire Alarm	If required by applicable codes for Tenant's use, Permit, furnish and install a building monitoring and fire protection alarm in Tenant's space.
	The system must be programmed, functional and tied into the building smoke detectors. Landlord shall provide central station monitoring.
	Provide all coordination, testing and inspections for a fully functional fire alarm system able to obtain Tenant's temporary or permanent Certificate of Occupancy and to meet Tenant's opening schedule.
Bldg Fire Protection	If required, permit, furnish and install a primary fire sprinkler system in Tenant's space. Include all system components, with the exception of modifications required to accommodate Tenant's design.
	System must be pressure tested, fully operational, inspected and approved by any local agencies having jurisdiction.
Bldg Gas Distribution	Furnish and install one gas line to a separate meter per Tenant Requirements Document.
Bldg Gypsum Wall Board	Provide demised and perimeter walls finished to level 4 finish from floor to underside of roof deck with minimum 5/8" gypsum wall board (GWB) per Tenant Requirements Document. Demising walls to be fire rated if required by local jurisdiction.
	GWB wall assemblies shall be insulated and framed. Tenant's wall side shall be provided with GWB; fire taped and bedded, plumb and square, sanded and primed, ready to accept Tenant's wall finishes from floor to underside of roof deck per Tenant Requirements Document.
	Gypsum wall board (GWB) wall assemblies shall be framed with 6" minimum nominal, 20 gauge studs - 16" o.c., insulated (R-19) and GWB.
	Tenant's wall side shall be provided with 5/8" Type "X" GWB; fire taped and bedded, plumb and square, ready for Tenant wall finishes from floor to underside of roof deck. Gypsum board wall system to meet the 1 hr. or 2 hr. fire rating, per applicable codes.
	Seal top and bottom joists, and all penetrations airtight with properly rated fire stopping material as per applicable codes.
	If required by local jurisdictions and if necessary to secure Tenant's certificate of occupancy, the Landlord shall complete the assembly by finishing the opposite side of the wall according to the applicable code.
	Seal around joists and all penetrations airtight, with properly rated fire stopping materials as required.
	If required by Local Jurisdiction to secure Tenant's Certificate of Occupancy, Landlord shall complete the assembly by finishing the opposite side of the demising wall from the Tenant's space.
	All CMU walls must be furred-out, insulated and GWB finished in accordance with Tenant's Requirements Document.
	Landlord shall coordinate the installation of GWB with Tenant at wall rough in.

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Date

Tenant Initials

Date

EXHIBIT C

CONSTRUCTION REQUIREMENTS



STARBUCKS COFFEE COMPANY

Landlord Work Letter

STANDARD DRIVE - THRU COMPONENTS	
Bldg HVAC Ductwork	<p>Furnish and install all rigid ductwork per Tenant's HVAC drawings and/or construction documents, sized at a minimum 12" in diameter (113sq.in cross section area) or greater in size, including but not limited to the main HVAC service trunk lines, make-up air (MUA) and fresh air intake (FAI). Tenant will furnish and install all remaining ductwork and diffusers.</p> <p><u>Landlord is to provide all HVAC duct smoke/heat detectors and test stations per all applicable codes.</u></p> <p>Furnish and install motorized dampers per Tenant Requirements Document.</p> <p>Furnish and install all restroom exhaust fans and curbs.</p> <p>Properly seal around any and all penetrations, including but not limited to, roof or exterior wall penetrations.</p>
Bldg HVAC System	<p>Furnish and install HVAC System including HVAC Unit(s), all electrical connections, gas connections and temporary thermostats/HVAC controls in accordance with Tenant Requirements Document and Sizing and Efficiency Matrix.</p> <p>Provide outside air in accordance with Tenant Requirements Document.</p> <p>Structural support for the HVAC System shall be provided, including all structural engineering design and permitting.</p> <p>Furnish minimum of two (2) HVAC units - (1) 7.5 ton RTU to service the café/retail area and (1) 5 ton RTU to service the back bar and workroom area. If store is <u>larger than 1,700 sf</u>, HVAC capacity not to be less than 1 ton per 120 operable and one year manufacturer's warranty shall be supplied/transferred to Tenant.</p> <p>HVAC Unit(s) shall be tested and operable. Coordinate initial mechanical start-up and balancing per manufacturer's recommendation and provide Tenant with validation/documentation of Mechanical start-up as needed to support Tenant's Commissioning requirements.</p> <p>Thermostats/HVAC controls shall comply with Tenant's construction documents and any/all code requirements; minimum one (1) thermostat (1) CO2 monitor (audio/visual) for each unit with remote sensors to be located according to the Tenant's construction documents.</p> <p>If roof-top units are not cannot be installed, the Landlord shall provide a chilled water (CHWS/R) loop and hot water (HWS/R) loop system with water supply and return lines stubbed into the Premises. Chilled and hot water must be supplied 24 hours per day, 365 days per year. Chilled and heated water flow and temperature requirements shall be coordinated with Tenant's MEP consultant and shall be sufficient to service space as required. System to include all air handling equipment and VAV boxes per Tenant's construction documents. <u>Landlord does not intend to install roof top units.</u></p> <p>Provide temporary heat to the premises if space is not tempered at start of construction or delivery.</p> <p>Provide appropriate repair and maintenance documentation including but not limited to unit specifications, operations manual, testing and balancing documentation and equipment serial numbers.</p>
Bldg LEED Certified Building	<p>If Landlord constructs or has constructed, a LEED certified building, Tenant requests that Landlord provide certification documentation to Tenant, per Starbucks LEED Program Document. Tenant plans to use this documentation, in conjunction with Tenant's own LEED documentation, in support of Tenant's Volume Build LEED Certification Program with the US Green Building Council.</p>
Bldg Plumbing Fixtures	<p>Provide recessed lockable exterior hose bib(s) per Starbucks criteria.</p> <p>Furnish and install grease interceptor/grease trap sized and located per Tenant's criteria and /or in accordance with jurisdictional water/waste management board.</p> <p>Furnish and install enclosed mop sink if required by local code.</p> <p>If hose bib(s) are dedicated to Tenant, Landlord shall run water usage through Tenant's water meter.</p>

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Date

11/21/17

Tenant Initials

Date

12/4/17

EXHIBIT C

CONSTRUCTION REQUIREMENTS



STARBUCKS COFFEE COMPANY

Landlord Work Letter

STANDARD DRIVE - THRU COMPONENTS	
Bldg Rear Service Door and Hardware	<p>Furnish and install a commercial grade 42" x 84" Exterior Hollow Metal rear service door including threshold, weather stripping, door sweep and drip edge in accordance with Tenant's criteria.</p> <p>Furnish and install door hardware including alarmed panic hardware, door closure system, 180 degree peep hole and removable lock core per Tenant's Rear Door Hardware Specifications.</p>
Bldg Roof	<p>Provide all necessary penetrations, curbs, sleepers, and/or pads to accommodate rooftop mechanical equipment</p> <p>Provide flashed roof penetrations for all Tenants venting requirements per Tenant Requirements Document.</p>
Bldg Sanitary Sewer Distribution	<p>Permit and distribute all under-slab sanitary sewer waste lines per Tenant's under-slab drawings and/or construction documents, and vent(s) per Tenant Requirements Document. Notify Tenant a minimum of two weeks prior to slab pour for coordination.</p> <p>Provide a min. 4" sanitary sewer waste line to the premises dedicated to the tenants use. The invert elevation at the furthest point of connection shall be a minimum depth of 27" below finished floor (FF) and maintain a minimum slope of 1/4" per lineal foot and shall be per local code and vent to a location designated by Tenant Requirements Document.</p>
Bldg Selective Demolition <u>New Construction</u>	<p>Tenant shall identify any real and personal property items to remain and be protected prior to demolition.</p> <p>Demolish, remove and legally discard all site and building improvements that impede placement and operation of Tenant's business, including but not limited to, hazardous substances, sidewalks, paving, site storm drains, landscaping, partitions, ceilings, floor coverings (including adhesive and grout), building foundations, encroachments, signs, electrical conduit, plumbing, rooftop equipment and other existing fixtures and equipment, per Tenant Requirements Document.</p> <p>Restore all impacted areas and surfaces to a condition ready to receive tenant's construction and comp. Interior spaces shall be left in a "broom clean" condition.</p>
Bldg Storefront Windows and Doors	<p>Provide exterior doors and windows in accordance with Tenant Requirements Document. (0100005, 02, 0100005)</p> <p>Storefront glazing is to be clear, non-tinted, non-reflective, double glazed and low-e with U-value complying with the appropriate climate zone in the International Energy Conservation Code (ICC) or per local Jurisdictional requirements, whichever is greater.</p>
Bldg Subfloor	<p>Landlord is to provide a smooth, level sub-floor structure ready to receive Tenant's flooring. Landlord shall coordinate with Tenant on type of flooring Tenant will be installing.</p> <p>All sub-flooring must meet applicable dead and live load code requirements. All transitions shall comply with accessibility regulations.</p>
Drive-Thru Awnings and Canopies	<p>Furnish and install an exterior awning or canopy above the drive-thru window at a minimum (10') clear above the drive lane, with a (5') projection from the building per Tenant Requirements Document. Subject to municipal approval - Landlord believes awning somewhere between 3' - 5'. Will pursue 5' awning.</p>

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Date 11/17

Tenant Initials ca

Date 12/4/17

EXHIBIT C

CONSTRUCTION REQUIREMENTS



STARBUCKS COFFEE COMPANY

Landlord Work Letter

STANDARD DRIVE - THRU COMPONENTS	
Drive-Thru Electrical Distribution	<p>Furnish and install a 1 and 1/2 inch conduit with pull string from Tenant's Electrical Panel stubbed-up to a location designated by Tenant and/or Tenant's Site Electrical Drawings, for its' Drive-Thru electrical sub-panel (aka Digital Control Box)</p> <ol style="list-style-type: none"> 1) One (1) 1" conduit to pre-order menu board to electrical panels 2) One (1) 1" conduit from the menu board to electrical panels. 3) One (1) 1" conduit from OCS/speaker board to the electrical panels 4) Two (2) 1" conduits from OCS/speaker board to the interior of the drive thru bump-out. 5) One (1) 1" conduit for the detector loop from the OSC/Speaker board to the interior of the drive thru bump-out. 6) One (1) 1" conduit for the detector loop from center of the drive thru window to the interior of the drive thru bump-out. 7) One (1) 1" conduit from all directional signs to electrical panels (Note: up to 3 directional signs can be served by a single circuit. Additional signs shall be provided with a new dedicated circuit and conduit. 8) One (1) 1" conduit from Tenant's dedicated monument/pylon sign to electrical panel. 9) Two (2) 1" conduits to be run through foundation wall to front of building to the patio for outlets on the patio seating area Verify locations for stub up with Tenant's representative. 10) Three (3) spare 1" conduits to be run through foundation wall out rear of building, all conduits to be terminated above ceiling. Verify locations for stub up with Tenant's representative.
Drive-Thru Component Footings	<p>Furnish and install concrete footings and anchor bolts for the following items:</p> <ol style="list-style-type: none"> 1) Pre-Menu Board 2) Order Menu Board 3) Order Confirmation System (OCS) or Speaker Post, if jurisdictionally required. 4) Directional Signage 5) Clearance Bar 6) Tenant's Monument Sign and/or Pylon Sign 7) Tenant's drive-thru electrical sub-panel (aka digital control box), as applicable 8) Protection and Illumination bollards <p>Landlord shall coordinate this work with Tenant and Tenant's Signage vendor. Tenant and Tenant's signage vendor will provide footing locations and anchor bolt patterns to Landlord. Landlord is expected to provide permitted drawings of the footings to Tenant's signage vendor.</p>
Drive-Thru Concrete Pads	<p>Provide pad/drive thru lane constructed of 6" thick, reinforced with welded wire mesh, stamped concrete. Pads shall be 24' long and centered at each location per Tenant Requirements Document.</p> <p>The width of the pad shall be the width of the drive-thru lane or no less than 12' wide and the length shall extend from entry to drive thru lane - 12 feet from the centerline of the menu board - (as indicated on Tenant's design drawings) to 12' beyond the centerline of the drive thru window.</p> <p>Alternatively, install concrete pads at the menu board and drive thru window.</p> <p>Install two (2) Tenant provided detector loop conduits. One conduit at the order point and one conduit at the drive thru window prior to installation of the drive lane surface, per Tenant Requirements Document.</p>

LL Initials

Date 11/2/17

Tenant Initials

Date 12/4/17

EXHIBIT C

CONSTRUCTION REQUIREMENTS



STARBUCKS COFFEE COMPANY

Landlord Work Letter

STANDARD DRIVE - THRU COMPONENTS	
Drive-Thru Window	<p>Utilizing Tenant's approved vendor and pricing, furnish and install the drive-thru service window, transoms and sidelights, air curtain/fly fan, exterior shelf and electrical services, per Tenant Requirements Document.</p> <p>Provide drive-thru bump-out per Tenant Requirement Document.</p> <p>Height of service window sill must be 36" above internal finished floor and 42" above the exterior drive-thru lane surface.</p>
Site Irrigation Systems	<p>Furnish and install an irrigation system that is designed to maximize delivery of water to planted areas and minimize run-off per Tenant Requirements Document.</p> <p>If a permanent irrigation system is NOT required due to landscape type then a temporary system can be installed until plants are established.</p> <p>Cover drip irrigation systems with two inches (2") of mulch.</p> <p>Landscaping controls shall be set to run at optimal times of the day to minimize evaporation loss and business disruption. Broadcast systems should not be run during Tenant's normal business hours.</p>
Site Landscaping	<p>Provide Landscaping with drought-tolerant and/or native vegetation as appropriate for the specific region per Tenant Requirements Document. <u>Per Town approved plan.</u></p>
Site Patio	<p>Provide a minimum of 350-SF of outdoor seating area, <u>per Landlord's plan</u>, adjacent to Tenant's space designated as occupiable and accessible. Patio surface must be broom finished and sealed.</p> <p>If required by the local jurisdiction, Landlord shall also obtain an outdoor seating permit.</p> <p>Provide a hose bib adjacent to the patio area per Tenant Requirements Document.</p> <p>Provide adequate separation and barriers from vehicular traffic per Tenant's Drive Thru Design Guidelines, including but not limited to, a railing to enclose the patio seating area as approved by Tenant, and wheel stops at all parking spaces adjacent to the sidewalk and patio.</p> <p>Provide lighting to the exterior patio.</p>
Site Paving and Striping	<p>Landlord shall construct all paving on the premises outside the building area per jurisdictionally approved Civil Engineering plans.</p> <p>Landlord shall provide parking lot striping including accessible stalls, pedestrian access markings and wheel stops at all parking spaces adjacent to Tenants sidewalk and/or patio.</p> <p>In locations where parking lots and striping already exist, Landlord shall reconfigure parking lot traffic flow as necessary to accommodate Tenant access.</p>
Site Primary Utilities	<p>Design, permit and distribute all utilities from the service point to a separate meter to a location designated by Tenant construction documents and in accordance with Tenant Requirements Document.</p>
Site Sidewalk and Curbs	<p>Landlord shall provide and install all curbs and sidewalks including site perimeter curbs and sidewalks. Sidewalks are to slope away from all points of building entry.</p> <p>All curbs and gutters are to be formed concrete. Extruded asphalt or extruded concrete curbs and gutters may not be used. <u>Landlord will use granite curbing.</u></p> <p>Sidewalks and curbs shall be provided per jurisdictionally approved engineering plans.</p> <p>Landlord shall furnish and install a bike rack for the premises. Location to be coordinated with Tenant.</p>
Site Storm Water	<p>Provide a new or relocate existing storm water system to accommodate Tenant's building configuration and site circulation. <u>Town Approved</u></p> <p>Location of storm water detention/retention ponds, if required, shall be coordinated with Tenant.</p>

LL Initials LL Date 11/17

Tenant Initials AC Date 11/17

EXHIBIT C

CONSTRUCTION REQUIREMENTS



STARBUCKS COFFEE COMPANY

Location Work Letter

STANDARD DRIVE - THRU COMPONENTS	
Site Telephone and Data Systems	Landlord to initiate installation of telephone facilities with Local Exchange Carrier (LEC) or telephone service provider.
	Provide one conduit pathway for telephone wiring and one conduit for broadband cabling from demarcation point to Tenant's space. Terminate conduit in Tenant's space at the ceiling above the Manager's Workstation in the Back of House, or as otherwise designated by Tenant.
Site Trash Enclosure	Utilize minimum 2" conduit, or size per requirements of the local service providers. Provide labeled, end to end pull strings in all conduits.
	Provide a trash enclosure sized at least to 20' x 12' to accommodate a 4 cubic yard trash container and a 4 cubic yard recycling container and a container for composting service. Provide enough clearance in the enclosure for the waste removal vehicles to safely pick-up and replace containers to limit damage to the enclosure.
	The trash enclosure shall be physically located on the site no greater than 300 feet from the entrance to Tenant's premises in a location depicted on the site plan and mutually agreed upon by Tenant and Landlord. The pathway to the enclosure and the enclosure itself shall be well lit.
	The enclosure shall be sited to provide proper access and clearance for waste removal vehicles including a 90 degree turning radius.
	Provide a hose bib accessible to the trash enclosure.
	If Tenant is required to share trash removal or recycling containers with other tenants, such shared container shall be adequately sized and serviced to handle Tenant's trash, recycling and composting requirements, equivalent to a 4 cubic yard trash container, 4 cubic yard recycling container and a container for composting service.

Landlord: [Signature]
 Print Name: Andrew Kelly
 Title: Manager
 Date: 11/22/17

Tenant: [Signature]
 Print Name: Starbucks
 Title: Sr. SSM
 Date: 12/4/17

LL Initials _____ Date _____

Tenant Initials _____ Date _____

EXHIBIT D

DELIVERY OF POSSESSION

Project Name: _____ Store #: _____

Tenant: Starbucks Corporation

Landlord: 7 River Street,
LLC _____

Premises Address: Unit 221 South Main Street, Middleton, MA
01949 _____

Square Footage: _____

Without limiting any of Tenant's rights and remedies expressly set forth in this Lease, and without limiting Landlord's obligations thereunder including, without limitation, requirements for the condition of the Premises, the completion of Landlord's Work, and the deadlines for completion of Landlord's Work and other items, Landlord and Tenant acknowledge and agree that:

Tenant Accepts/Rejects Possession of the Premises:	✓	Status of Landlord's Work:	Possession Date:	Landlord's Work Complete Date:
Tenant <u>Accepts</u> Possession of the Premises		Landlord's Work is COMPLETE subject to the minor punchlist items listed below, or otherwise communicated to Landlord, and latent defects.		
Tenant <u>Accepts</u> Possession of the Premises		Landlord's Work is NOT COMPLETE. Tenant elects to complete the unfinished items of Landlord's Work at Landlord's expense subject to the terms and conditions of Landlord Work Modification Letter.		NA
Tenant <u>Rejects</u> Possession of the Premises		Landlord's Work is NOT COMPLETE. Tenant may enter the Premises to begin performing Tenant's improvements. Landlord shall complete Landlord's Work at Landlord's expense.	NA	NA
Tenant <u>Rejects</u> Possession of the Premises		Landlord's Work is NOT COMPLETE. Landlord shall complete Landlord's Work at Landlord's expense.	NA	NA

If Landlord's Work is NOT COMPLETE and Tenant REJECTS Landlord's delivery of possession, Landlord and Tenant shall re-execute this Delivery of Possession agreement once Landlord's Work is complete in accordance with this Lease requirements and Tenant's accepts possession of the Premises.

Incomplete Items of Landlord's Work: (Attach additional pages if necessary)	Landlord's Target Completion Date:

Landlord:

Print Name: _____
Title: _____
Date: _____

Tenant:

Print Name: _____
Title: Project Manager
Date: _____

EXHIBIT E

LANDLORD WORK MODIFICATION LETTER

Project Name: _____ Store # _____

Date: _____ Square Footage: _____

Tenant: Starbucks Corporation Landlord: _____

Premises Address: _____

The scope of work outlined below will constitute an agreement between Landlord and Tenant. This agreement allows Tenant to complete the following scope of work for Landlord with the understanding and agreement that Landlord will be responsible to reimburse Tenant for the following:

Scope of work to be completed by Starbucks:

(Description) – (item cost)

(Description) – (item cost)

(Description) – (item cost)

Total:

This letter serves as an agreement between Landlord and Tenant. Landlord agrees to pay Tenant the amount of _____ dollars and cents (\$) within ten (10) days of receipt of invoice, for the completion of Landlord work as noted above.

From and after the date hereof, all notices shall be given to Tenant as required by this Lease.

LANDLORD:

TENANT:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT F
DATE CERTIFICATE

Date

Attn: Name
Company Name
Address
City, State, Zip

Re: Starbucks Coffee at _____
City, State
Starbucks Store # _____

Dear Name:

Please confirm the following list of dates pursuant to the Lease by and between
_____ and Starbucks Corporation [or Starbucks Coffee Canada, Inc.] for the above referenced location:

Possession Date:	____/____/____	
Permit Date:	____/____/____	[if referenced in the Lease]
Commencement Date:	____/____/____	
Starbucks Store Opening Date:	____/____/____	
Rent Commencement Date:	____/____/____	
Expiration Date:	____/____/____	

Pursuant to Section ____ of the Lease, the Base Rent schedule shall be as set forth below:

____/____/____	-	____/____/____	\$ _____	Pro-rated: \$ _____ ÷ ____ days x ____ day(s)
____/____/____	-	____/____/____	\$ _____	Per month
____/____/____	-	____/____/____	\$ _____	Per month

[If applicable:]

Option1	____/____/____	-	____/____/____	\$ _____	Per month
Option2	____/____/____	-	____/____/____	\$ _____	Per month
Option3	____/____/____	-	____/____/____	\$ _____	Per month
Option4	____/____/____	-	____/____/____	\$ _____	Per month

Please have both copies of this letter signed and dated by Landlord and return one (1) of the originals in the envelope provided. If you have any questions regarding the above information please contact Name at (phone number).

Agreed to this ____ day of ____ 200__, by and between:

Landlord:

Starbucks Corporation:

By: _____
Signature

printed name and title

By: _____
Name
title

EXHIBIT G

EXISTING EXCLUSIVES

1. **Salon Vero** –
"Tenant shall have exclusivity within the retail plaza for the business of hair styling provided Salon Vero is not in default of the lease."
2. **Middleton House of Pizza**. "Exclusive right to sell pizza."
3. **Salem Five Bank** – "Tenant shall have the exclusive right within the retail plaza to operate a banking institution and to operate and maintain ATM machines provided Salem is not in default of the lease."

EXHIBIT H
DELETED

H

EXHIBIT I

DELETED

EXHIBIT J
DELETED

EXHIBIT K

DELETED

EXHIBIT L

MEMORANDUM OF LEASE

WHEN RECORDED RETURN BY MAIL TO:

First American Title Company
National Commercial Services
1790 Hughes Landing Blvd., Suite 110
The Woodlands, Texas 77380
ATTN: Sharon P. Mork
Vice President/Manager
Sr. Commercial Escrow Officer

THIS DOCUMENT PREPARED BY:

Robert K. Brown, Esq.
Opus Law Group PLLC
1325 Fourth Avenue, Suite 1800
Seattle, WA 98101

On Behalf of:

Starbucks Coffee Company
2401 Utah Avenue South, Suite 800
Mailstop: S-LA3
Seattle, Washington 98134

EXHIBIT L

MEMORANDUM OF LEASE

MEMORANDUM OF LEASE

This Memorandum of Lease ("Memorandum") is entered into by and between **7 River Street, LLC**, a Massachusetts limited liability company ("Landlord") having its principal place of business at 10 Perkins Road, Middleton, MA 01949, and **Starbucks Corporation**, a Washington corporation having an office at 2401 Utah Avenue South, Seattle, Washington 98134 ("Tenant"), Landlord and Tenant having entered into a commercial lease having an Effective Date of _____, 20__ (the "Lease").

1. The Lease covers certain commercial property located at 221 South Main Street, Middleton Massachusetts, consisting of approximately 2,310 square feet of Gross Leasable Area (the "Premises") all as more particularly described in the Lease. The legal description of the Shopping Center and Property on which the Premises is located is attached hereto and incorporated herein by this reference.

2. The Lease provides for the rental of the Premises by Tenant for a term of ten (10) years (the "Initial Term").

3. The Lease grants to Tenant the right to renew the Initial Term for up to four (4) consecutive five (5) year period(s) (the "Extension Term(s)") under the same terms and conditions contained in the Lease, provided Tenant exercises the applicable Extension Term in accordance with the applicable terms of the Lease. Base Rent during any Extension Term(s) shall be as specified in the Lease.

4. Tenant may use and occupy the Leased Premises for (a) a coffee store or (b) any other lawful retail or restaurant use including without limitation the sale of beer and wine provided that Tenant obtains all required licenses and permits for same, that does not conflict with any written exclusive use presently granted to another tenant in the Shopping Center as set forth in the Lease.

5. This Memorandum shall not, under any circumstances, be deemed to modify or change any provisions of the Lease, the provisions of which shall in all instances prevail.

6. The Lease grants to Tenant the exclusive right to sell in the Shopping Center (a) ground and whole coffee beans, (b) espresso, espresso-based and coffee-based drinks, (c) tea or tea-based drinks, (d) brewed coffee, and (e) coffee based blended beverages. Other tenants may sell brewed coffee or brewed tea which is neither (i) gourmet, nor (ii) brand identified. For purposes of this Lease, "gourmet" shall be defined as: (a) beverages made using Arabica beans or (b) sourced from a gourmet coffee or tea brand such as Coffee Bean & Tea Leaf, Intelligentsia, Peets, Caribou or similar branding. For purposes of this Lease, "brand identified" shall mean beverages advertised or marketed within the applicable retail space using a brand name or served in a brand identified cup.

7. This Memorandum may be signed in two or more counterpart copies with the same effect as if the signature to each counterpart copy were on a single instrument. Each counterpart shall be deemed an original as to any party whose signature it bears

EXHIBIT L

MEMORANDUM OF LEASE

and all such counterparts shall constitute one document. Facsimile or electronically
scanned copies shall be deemed originals.

[SIGNATURES ON FOLLOWING PAGE(S)]

EXHIBIT L

MEMORANDUM OF LEASE

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease this ____ day of _____, 20__.

LANDLORD:

7 RIVER STREET, LLC

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT OF LANDLORD

STATE OF _____)
COUNTY OF _____) SS.:

On the _____ day of _____, in the year 20____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within this Memorandum of Lease and acknowledged to me that he/she executed the same in his/her capacity as _____ of _____, and that by his/her signature executed the instrument on behalf of said _____.

Notary Public for the State of _____
Commission expires: _____

EXHIBIT L

MEMORANDUM OF LEASE

TENANT:

STARBUCKS CORPORATION,
a Washington corporation

By: _____
Name: _____
Title: _____

ACKNOWLEDGEMENT OF STARBUCKS CORPORATION

STATE OF WASHINGTON)
) SS.:
COUNTY OF KING)

On the _____ day of _____, in the year 20____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity as _____ of **Starbucks Corporation**, and that by his/her signature executed this Memorandum of Lease on behalf of Starbucks Corporation.

Notary Public for the State of _____
Commission expires: _____

EXHIBIT L

MEMORANDUM OF LEASE

EXHIBIT A TO MEMORANDUM OF LEASE

The land with the buildings thereon situated in Middleton, Essex County, MA and being shown as Lot 32 on a plan prepared for P.T.S. Enterprises as drawn by Dana F. Perkins, Inc. d/b/a Robert E. Anderson, Reg. Prof. Engineers and Land Surveyors, with said plan recorded with Essex South District Registry of Deeds at Plan Book 355, Plan 32 (the "Plan").

Containing approximately 3.05 acres as shown on the above-mentioned Plan.

For title reference see Deed recorded with said Registry of Deeds in Book 35686, Page 356.

Andrew Sheehan

From: Ilene Twiss
Sent: Thursday, August 09, 2018 1:13 PM
To: Andrew Sheehan
Subject: FW: By-Law Committee

5

From: Ilene Twiss
Sent: Tuesday, April 10, 2018 10:00 AM
To: Andrew Sheehan; Ryan Ferrara
Subject: FW: By-Law Committee

Gentlemen:

Please see the correspondence below from Richard Cardinale regarding his interest in the Bylaw Review Committee.

Thank you,

Ilene

Please note my email address is now
ilene.twiss@middletonma.gov

Ilene B. Twiss
Middleton Town Clerk

Memorial Hall
48 South Main Street
Middleton, MA 01949
ilene.twiss@middletonma.gov
PH: (978) 774-6927
FAX: (978) 774-6167

From: Rich Cardinale [mailto:richardacardinale@gmail.com]
Sent: Friday, April 06, 2018 7:28 AM
To: Ilene Twiss
Subject: By-Law Committee

Good morning,

Please consider this email as my Letter of Interest for appointment to the Bylaw Review Committee. If there is further information needed, please feel free to email me at the above address. I look forward to the opportunity to serve our community in the future.

Regards,

Richard Cardinale

Andrew Sheehan

From: Ilene Twiss
Sent: Tuesday, September 11, 2018 4:16 PM
To: Andrew Sheehan
Subject: Appointment- Board of Registrars

Hello Andrew:

I'd like to ask that the Board of Selectmen appoint Sarah B. George to the Board of Registrars at their next scheduled meeting on September 18, 2018.

Thank you for your anticipated attention to this matter.

Kindest regards,

Ilene

Ilene B. Twiss
Middleton Town Clerk

Memorial Hall
48 South Main Street
Middleton, MA 01949
ilene.twiss@middletonma.gov
PH: (978) 774-6927
FAX: (978) 774-6167

6 Old South Main Street
Middleton, MA 01949
September 12, 2018

Middleton Board of Selectmen
48 South Main Street
Middleton, MA 01949

Dear Members of the Board,

I am writing to request consideration of my appointment to fill the vacancy on the Board of Registrars of Voters. I am hopeful that my election experience and knowledge of election laws could be of some assistance to the Town in this capacity.

Sincerely,


Sarah B. George

Andrew Sheehan

From: Chief Tom Martinuk (MFD) <tom.martinuk@midfire.com>
Sent: Friday, August 17, 2018 10:09 AM
To: Andrew Sheehan; Belinda Young; Sarah Wood
Subject: Fire Department AFG Grant

7

Good morning,

Received notification that we are being awarded \$168,800 for the FEMA-Assistance to Firefighters Grant to replace S.C.B.A.

I will let you know when to keep an eye out for it. They send it electronically and usually not well identified.

Have a great weekend.

Thank you.

Tom

Please note my email address: tom.martinuk@midfire.com

Thomas J. Martinuk
Chief of Department
Middleton Fire Department
4 Lake St.
Middleton, MA 01949
(Office) 978-774-0700
(Fax) 978-774-0709



NOTICE: This message and any attachments are solely for the intended recipient and may contain confidential or privileged information. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this message and any attachments is prohibited. If you have received this communication in error, please notify us by reply email and immediately and permanently delete this message and any attachments. Email transmission may not be secure and could contain errors. We accept no liability for any damage caused by any virus transmitted by this email. Please do not send to us by email any information containing personally identifiable information without appropriate encryption. Thank you. Please note the Massachusetts Secretary of State's office has determined that most emails to and from municipal offices and officials are public records. For more information please refer to: <http://www.sec.state.ma.us/pre/preidx.htm>. Please consider the environment before printing this email.



BOARD OF SELECTMEN

**Town of Middleton
48 South Main Street
Middleton, Massachusetts
01949-2253
978-777-3617
www.middletonma.gov**

9

FRAUDULENT FINANCIAL ACTIVITIES POLICY ADOPTED SEPTEMBER 18, 2018

1. Policy Statement & Principles

This policy is established to protect the assets and interests of the Town of Middleton, to increase overall fraud awareness, and to ensure a coordinated approach toward resolution of financial fraud.

The Town must identify and promptly investigate all instances and allegations of fraudulent activities regarding Town funds, documents, and equipment involving, staff, volunteers, elected officials, vendors, agencies or other parties. Good business practice dictates that suspected defalcation, misappropriation or other fiscal irregularities be promptly identified and investigated. We believe that it is everyone's responsibility to report any possible fraudulent activity.

All persons found to have committed fraud relevant to Town financial affairs shall be subject to punitive action by the Town and investigation by law enforcement agencies when warranted.

Fraud in any form will not be tolerated. This policy applies to all Town employees and affiliates and will be enforced without regard to past performance, position held or length of service.

2. Scope & Definition of Fraud

Fraud generally involves a willful or deliberate act with the intention of obtaining an unauthorized benefit, such as money or property, by deception or other unethical means. All fraudulent acts are included under this policy and include such things as:

- Embezzlement, misappropriation or other financial irregularities
- Forgery or alteration of documents (checks, time sheets, contractor agreements, purchase orders, other financial documents, electronic files)
- Improprieties in the handling or reporting of money or financial transactions
- Misappropriation of funds, securities, supplies, inventory, or any other asset (including furniture, fixtures and equipment)
- Authorizing or receiving payment for goods not received or services not performed
- Authorizing or receiving payments for hours not worked

3. General Protocol – Reporting Procedure

Anyone who believes fraud has occurred should report such incident. Employees are protected under Massachusetts General Law, Chapter 149, section 185, from retaliatory actions by the employer.

Use the channel of communication with which you are most comfortable. Accordingly, you may report your concerns to your immediate Supervisor, Department Head, Committee/Board Chair, Town Administrator, member of the Board of Selectmen, or Police Department.

Immediate Supervisors, Committee/Board Chairs and Department heads must report all apparent cases of fraud brought to their attention to the Town Administrator. In the case the fraudulent activity involving the Town Administrator; the individual should report the incident to the Board of Selectmen.

4. Responsibilities

All levels of management are responsible for establishing and maintaining proper internal controls that provide security and accountability for the resources entrusted to them. Managers should be familiar with the risks and exposures inherent in their areas of responsibility and be alert for any indications of improper activities, misappropriation, or dishonest activity.

Responsibilities of management and non-managerial staff for handling fraudulent activities include the following:

- Insure that notification promptly reaches the Town Administrator, and if, appropriate the Police Department. Refer to item 3 General Protocol – Reporting Procedure, above.
- If the situation warrants immediate action – for example, obvious theft has taken place, security is at risk, or immediate recovery is possible – management and non-managerial staff receiving reports should immediately contact the Police Department.
- Do not contact the suspected individual to determine facts or demand restitution. Under no circumstances should there be any reference to "what you did", "the crime", "the fraud", "the forgery", "the misappropriation", etc.
- Managers should consult with the Town Administrator to determine if any immediate personnel actions are necessary.
- Do not discuss the case, facts, suspicions, or allegations with anyone, unless specifically directed to do so by the Town Administrator, Board of Selectmen or Police.
- Direct all inquiries from any suspected individual, his or her representative, or his or her attorney to the Town Administrator. Direct all inquiries from the media to the Town Administrator.

Great care must be taken in the dealing with suspected fraudulent activities to avoid any incorrect accusations, alerting suspected individuals that an investigation is under way, violating any person's right to due process, or making statements that could lead to claims of false accusation or other civil rights violations.

The Town Administrator may coordinate investigation of any suspected dishonest or fraudulent activity, which, in his/her opinion, may represent risk of significant loss of assets or reputation to the Town. The Town Administrator may work with internal or external departments, such as Town Counsel, the Town's independent auditors and the Department of Revenue, as circumstances may require. The Town Administrator is available and receptive to receiving relevant information on a confidential basis and may be contacted directly whenever a fraudulent activity is suspected.

Town management will support administrative responsibilities and will cooperate with the Auditors and law enforcement agencies in the detection, reporting, and investigation of fraudulent acts, including prosecution of offenders. The administration and auditor has full unrestricted access to all records and personnel of the Town. Every effort should be made to effect recovery of Town losses from responsible parties or through Town insurance coverage.

The Town Administrator will review the results of any investigations with responsible management and administrators as necessary, making recommendations for improvement to the systems of internal control.

5. Non-Fraud Irregularities

Identification or allegations of acts outside the scope of this policy, such as personal improprieties or irregularities, whether moral, ethical, or behavioral, safety or work environment related, or complaints of discrimination or sexual harassment, should be resolved by the respective area management in conjunction with Administration. Examples include but are not limited to employee misconduct, sexual harassment, and the MGL Chapter 268A conflict of interest law.

MIDDLETON BOARD OF SELECTMEN

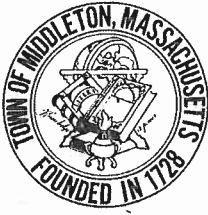
Kosta E. Prentakis, Chairman

Richard Kassiotis, Clerk

Timothy P. Houten

Brian M. Cresta

Todd Moreschi



BOARD OF SELECTMEN

Town of Middleton
48 South Main Street
Middleton, Massachusetts
01949-2253
978-777-3617
www.middletonma.gov

10

TRAVEL EXPENSE REIMBURSEMENT POLICY ADOPTED SEPTEMBER 18, 2018

I. Purpose

The purpose of this policy is to establish procedures for authorizing travel and training expenses by Town employees, elected officials, and appointed officials for Town business, and to establish procedures for the reimbursement of the cost of authorized travel and other expenses.

II. General Policy

Training shall be defined as those conferences or sessions that provide certification or learning opportunities for employees, elected officials and appointed officials pursuant and relevant to their current positions.

It shall be the general policy of the Town to allow board members and employees to travel to training sessions, seminars and meetings of professional associations under the following guidelines.

All travel is contingent upon the availability of funds in the proper budgetary account.

The Town expects employees and board members to act responsibly and professionally when incurring and submitting costs. The organization will reimburse employees and board members for reasonable expenses on pre-approved business. This includes, for example, travel fares, accommodations, meals, tips and telephone and fax charges.

III. Approval Authority

The responsibility for keeping within the travel budget of each activity lies with the approving authority. The authorization of all trips involving budgeted funds is as follows:

- A. Town Administrator shall authorize travel and training by the Department Heads and appointed officials. This includes all requests for reimbursement.
- B. The Department Head shall authorize travel by employees within their department. This includes all requests for reimbursement.

IV. Procedure

All travel and training outside of Massachusetts must be authorized in advance. Only those expenses allowed by this policy will be reimbursed.

A. General Procedures

1. Travel request and approvals are to be made on the Travel Request Form (attachment A).
2. Travel Request Forms shall be submitted to the authorizing party (see part III).
3. The authorizing party will sign and return the employee copy to the employee and will forward the signed original to the Town Accountant's office.
4. Upon completion of the trip, the traveler will complete the Travel Expense Report (attachment B) as explained in sections V and VI, and route it back to the authorizing party for approval of the expense reimbursement.
5. The Travel Expense Report and attached receipts will be sent to Accounting to be processed for payment.

V. Reimbursable Expense Guidelines

A. Travel/Transportation

1. *Air Travel*

Travelers are encouraged to fly coach class with the lowest available airfare for non-stop travel. The passenger's portion of the airline ticket or the original transportation receipt must be submitted with the traveler's Expense Reimbursement Form; boarding passes alone are not sufficient.

2. *Car Rentals*

If a car rental is required, travelers are requested to rent mid-sized or compact vehicles. Travelers will be reimbursed for the fuel costs associated with renting a vehicle. Rental receipts must be submitted with the expense report for reimbursement.

3. *Personal Vehicles*

If an employee is using their personal vehicle for travel, they are entitled to request reimbursement for mileage at the IRS standard mileage rate. Charges for gasoline, repairs, depreciation, towing, vehicle maintenance, insurance and other similar expenditures will not be allowed. These are considered operating costs of the vehicle and are covered in the IRS mileage rate.

Mileage to and from the event is to be budgeted and requested for reimbursement by using the Travel Expense Form as a portion of the reimbursement for the total event cost. These costs should not be submitted for reimbursement as part of routine business mileage.

In addition to mileage, the following expenses may be reimbursed:

- Reimbursement for tolls at the established rates. The employee should include receipts or identify the date, location and amount of the toll paid.
- Reasonable and necessary parking charges, including airport parking fees at the long-term reduced parking rate.
- Reasonable valet parking services, if self-park is not available.

B. Accommodations

Travelers will be reimbursed for reasonable hotel accommodations. Discounted room rates should be requested at the time of room booking. Travelers are entitled to accommodations that are suitably located and meet reasonable standards for safety, cleanliness and comfort.

Charges caused by failure to cancel guaranteed reservations are not reimbursable. Attending travelers should:

- Ask about the hotel's cancellation policy at the time of booking,
- Notify either the hotel or the organization with whom the reservation was made to cancel a room reservation,
- Remember that cancellation deadlines are based on the local time at the destination hotel, and
- Request and record the cancellation number in case of billing disputes.

C. Meals

Per Diem rates for meal and incidentals will be provided; receipts are not required. The per diem rate is established by the IRS and varies by location. Per Diem rates will not be paid or will be adjusted where other meal arrangements are provided, such as when a meal(s) is included with an event. See <https://www.gsa.gov/portal/content/104877> to calculate the per diem rate for Meals and Incidental Expenses (M&IE) for the destination.

If the employee would rather be reimbursed for all actual meal expenses incurred, itemized meals receipts must be submitted with the Travel Expense Report. Taxes will not be reimbursed. Gratuities not exceeding 20% are eligible for reimbursement. No alcohol purchases will be reimbursed at any time for any circumstances.

If a meal is included in the registration fee for a conference, the overall registration fee will be reimbursed.

D. Other Travel Expenses

In-room movies and other charges billed to the traveler's hotel room that have no bearing to the legitimate nature of the travel are the responsibility of the traveler and will not be reimbursed by the Town.

E. Non Reimbursable Expenses

The following are examples of non-reimbursable expenses:

Personal travel insurance	In-room movies or video games
Childcare	Sporting activities, shows, etc.
Expenses incurred by spouses, children, or relatives	Alcoholic beverage purchases
	Sales tax

VI. **Vacation and Spouse Travel**

A. Combining Business and Vacation

If an employee wishes to combine a business trip with a vacation:

1. The proper approval authority (section II) must approve the arrangement
2. The Town will provide only the reimbursement that covers the actual expenses of the business portion of the trip
3. The employee must specify on the Travel Authorization Form the dates of the conference or meeting and the total days of the trip in order to compute vacation time. A Request for Leave Form must also be submitted with Payroll to the Treasurer's Office for all time taken as vacation.

B. Travel with Spouse and/or Family

Spouses and/or family members may accompany an employee on official trips. However, the Town will provide reimbursement for only those expenses which the employee would normally incur if traveling alone.

VII. **Travel Expense Report**

The Travel Expense Report should be used in order to receive a reimbursement from the Town. Travelers should submit their expense reports no later than 10 working days after return from the trip. Expense report lodging receipts must reflect no more than single accommodation rates for the employees/officials. The employee will complete the expense report and attach original bills and receipts to support the following expenditures:

- Lodging
- Transportation costs
- Support of mileage calculation (Google Maps or MapQuest printout)
- Registration fees
- Car rental
- Vehicle Expenditures (parking, tolls)

If the actual expenses considerably exceed the original estimate on the Travel Authorization Request, a justification statement must be attached.

A. Approval and Processing of Travel Expense Reports

1. Reimbursement Requests will be submitted to the authorizing party for approval (section III). After approval by the authorizing party, the Travel Expense Form will be forwarded to the Accounting Department as part of the bi-weekly warrant package.
2. The Town Accountant/CFO will determine that the reimbursement form has been properly approved, that it is mathematically correct, that the requested reimbursements agree to the submitted receipts, and are within the limits set forth by this policy. If an error is found in the reimbursement request, the requesting party will be informed and the error will be corrected before payment is made.

Before the reimbursement is made, the Accounting Department will determine that there is sufficient unexpended appropriation in the expenditure line item or that an amount sufficient to pay the request has been encumbered.

MIDDLETON BOARD OF SELECTMEN

Kosta E. Prentakis, Chairman

Richard Kassiotis

Timothy P. Houten

Brian M. Cresta

Todd Moreschi

TRAVEL REQUEST FORM

Name of Traveler _____

Department _____

Trip Purpose (list specific titles of all conferences/events/meetings you are attending)

Comments (please specify if any/all meals provided; additional travelers; who is paying; etc)

Destination(s) _____

Departure Date ____/____/____ Return Date ____/____/____

Munis Account _____

Estimated Travel Expenses

Airfare _____

Lodging _____

Mileage _____

Parking _____

Per Diem Meals _____

Registration _____

Rental Vehicle _____

Other _____

Total _____

Department Head/Town Administrator Approval: _____

OFFICE OF THE TOWN ADMINISTRATOR

Town of Middleton
Memorial Hall
48 South Main Street
Middleton, MA 01949
978-777-3617

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**TOWN ADMINISTRATOR
PRIORITIES, GOALS, AND OBJECTIVES
FY19
ADOPTED: SEPTEMBER 18, 2018**

Introduction: This document is intended to guide the Board of Selectmen, Town Administrator, and departments in setting priorities. This is intended to provide a broad framework within which we operate and direct our efforts. Many of these goals will extend past the identified time horizon.

NEW GOALS

1. The Town will strive to identify and procure real property of adequate size to accommodate the needs of its public facilities and will take steps to build or acquire a new or renovated Fire Station, Police Station, Senior Center, and Memorial Hall. The Town will identify methods of funding these projects, including through the property tax levy, Community Preservation Fund, State assistance, and other sources.
2. The Town will develop a means of gauging constituent satisfaction and tracking constituent feedback.
3. The Town will develop and implement a plan to modernize its information technology, including but not limited to hardware, software, security, and support.
4. The Town will begin to implement the recommendations of planning and land use studies, including the master plan, bicycle/pedestrian master plan, and complete streets policy.
5. The Town will strive to exceed the requirements of public integrity laws and build public trust by being an example for other communities.
6. The Town will encourage professional development throughout the organization and support educational opportunities for employees at all levels.

CARRYOVER GOALS

7. The Town will aspire to conduct its business in a transparent manner. Every reasonable effort will be made to make its processes and operations visible to the public.
8. Working with decision makers, the Town will develop policies that guide normal operations without being a hindrance on progress.
9. The Town will develop succession plans for known and anticipated transitions. The Town can expect a number of retirements in the next several years. To the extent possible, the Town needs to have plans in place to make these transitions as seamless as possible.
10. Community Development: The Town will promote responsible economic development while retaining the characteristics that the community identifies as important.
11. The Town will continuously explore and evaluate opportunities to regionalize or share services with other entities where such efforts can reduce costs and/or improve service delivery.
12. The Town will continuously search for and evaluate revenue enhancement opportunities to lessen the reliance on the property tax.
13. The Town will work diligently to execute projects in a timely and expeditious process.
14. The Town will explore ways to increase participation in the local democratic process.



TOWN OF MIDDLETON

Public Works Department
195 NORTH MAIN STREET
MIDDLETON, MA 01949

Ken Gibbons
Superintendent of Public Works

Tel (978) 777-0407
Fax (978) 774-0718

MEMORANDUM

To: Town Administrator
Board of Selectmen

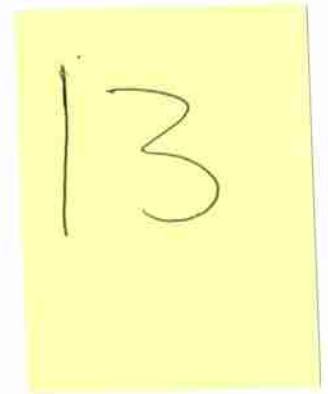
From: Ken Gibbons

Date: September 10, 2018

RE: Signage request on Peabody Street

A request for a sign has been made for Peabody Street before the intersection of Circle Street coming in from Liberty Street.

I recommend a W2-2R Graphic road right at 30" and a W16-9 Ahead sign at 24". This spec will satisfy the requirements of the MUTCD.



Dear Chief of Police,

I am requesting a road sign be installed on Peabody st facing south, so that drivers coming from Liberty Street can see the intersection before they reach the hill and before descending just before Circle St. It should be seen in time for them to slow down before cresting the hill. The sign needed is a "Side Road T-Junction symbol (right) with large letters SLOW below the symbol. The DMV stocks these signs. The intersection of Circle St. (the second Circle St, coming from Liberty St) is hidden from view and has been the scene of many accidents, lucky that most all were not serious enough for police calls but some with injuries and many close calls, as I can hear the loud screeches from my window and see the near misses. When a car leaves Circle St, especially going towards Liberty, it always is at risk of being hit sideways as the cars come over the hill. When I pull out going towards East St, not too slow and carefully checking that no cars are coming down the street, all of a sudden a car is on my bumper and braking hard as they had flown over the hill, not expecting a side road. Our nice wide dirt street (approved road but the residents don't want it paved as this porous surface absorbs rain and prevents pavement run-off into the creek) is also a common turn around for large delivery trucks, working vehicles, and unloaded school buses. I don't want to see a collision as these vehicles exit slowly onto Peabody St.

This intersection is always at its worse and most dangerous from September to June 20th, when Masconomet students are driving or being driven to school by their parents. Traffic cuts over from Forest St to avoid Middleton Square so this road is very busy. Often distracted, often throwing out their morning drink cups as they descend the hill, drivers are going fast. I do think the flashing speed limit sign is helping to slow down people at the other end of Peabody St., but they don't slow down until it flashes at them! Our beautiful street will also be more congested when the new development on the corner of Arrow and Mill is completed; very soon as foundations are in and trees all cleared. I do not want to wait until a serious accident occurs. I think this sign will provide some warning that cars will be exiting and cannot be seen until the last minute, so slow down NOW!

Thank You for your consideration and I will await your response as you move my request through the proper town boards and departments.

Sandy Rubchinuk
3 Circle St

Middleton, Mass



Middleton Police Department

65 North Main Street

Middleton, MA 01949

Tel: (978) 774-4424 Fax: (978) 774-4466

E-mail: chief@middletonpolice.com

James A. DiGianvittorio
Chief of Police

To: Board of Selectmen
From: James A. DiGianvittorio
Date: September 5, 2018
Subject: Roadway Signage

Attached you will find a copy of a letter sent to me from a concerned citizen who resides on Circle Street. This letter is a request for signage on Peabody Street as you enter from Liberty Street facing in a southerly direction. I can attest to the fact that this has been an area of many accidents over the years, and we all remember recently a crash that took the lives of two men in a Ferrari in that same general area. I would be so inclined to agree with the residents that some type of signage would be appropriate in an effort to slow traffic and pre-warn the drivers of the blind roadway that being Circle Street.

I would ask the DPW to provide the Board with a variety of sign options that they have available to address this issue.

Thank you.