



License Transactions:

Applicant: Santa Fe Burrito Grill LLC

The applicant is seeking a new all alcoholic beverages restaurant license to be located at 28 West Central Street. The License Manager will be Hector Angel.

All Departments have signed off on this application.

MOTION to approve the request by Santa Fe Burrito Grill LLC for a new all alcoholic beverages restaurant license and approve the Manager, Hector Angel.

DATED: _____, 2018

VOTED:

UNANIMOUS _____

YES _____ NO _____

ABSTAIN _____

ABSENT _____

A True Record Attest:

Teresa M. Burr
Town Clerk

Glenn Jones, Clerk
Franklin Town Council



**COMMUNITY
NEWSPAPER
COMPANY**

GateHouse Media New England

**Community Newspaper Co. –
Legal Advertising Proof**

254 Second Ave, Needham, MA 02494 |
800-624-7355 phone | 781-433-7951 fax

Order Number: CN13699201

Salesperson: Mary Joyce Waite

Hector Angel
Angel, Hector
28 West Central Street
Franklin, MA 02038

Title:	Milford Daily News	Class:
	Legals	
Start date:	6/18/2018	Stop date:
	6/18/2018	
Insertions:	1	#Lines:
	60 ag	
Price:	\$85.53	

Payment Information

Receipt#
Pmt. Type:
CC. Number: **CC. Exp.:**
Invoice Total: \$85.53

FRANKLIN/SANTA FE BURRITO GRILL, LLC
LEGAL NOTICE
NOTICE OF PUBLIC HEARING
FRANKLIN, MA
New Annual All Alcoholic Beverages Restaurant License

The Franklin Town Council will hold a Public Hearing on an application by Santa Fe Burrito Grill, LLC for a new annual all alcoholic beverages restaurant license at 28 West Central Street, Franklin, MA. The hearing will be held on Wednesday, July 11, at 7:10 PM in the Council Chambers on the second floor of the Municipal Building, 355 East Central Street, Franklin, MA. Information on this application may be obtained in the Town Administrator's Office.

Please contact the Town Administrator's Office at the Municipal Building (508) 520-4949 if you require further information or if you need to make arrangements to provide translation services for the hearing impaired or for

persons with language barriers. Please contact us one week prior to the meeting.

Submitted by,
Maxine D. Kinhart
Licensing Administrator

AD#13699201
MDN 6/18/18

NOTICE OF PUBLIC HEARING

FRANKLIN, MA

New Annual All Alcoholic Beverages Restaurant License

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Submitted by,
Maxine D. Kinhart
Licensing Administrator



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)

Hector Angel

EPAY CONFIRMATION NUMBER

155055

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

LICENSEE NAME

Hector Angel

ADDRESS

28 West Central Street

CITY/TOWN

Franklin

STATE

MA

ZIP CODE

02088 02038

TRANSACTION TYPE (Please check all relevant transactions):

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

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

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

Payment Confirmation

Customer Name Hector Angel
License Type Retail License Filing Fee

Current Payment

Payment Amount	\$200.00
Bank Account Number	****8894
Bank Account Type	Business
Bank Routing Number	211370545
Bank Name	TD BANK, NA
Name On Account	Santa Fe Burrito Grill LLC
E-Mail Address	hector@aztecagroup.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

Your Payment Has Been Approved

Customer Name Hector Angel

License Type Retail License Filing Fee

Method Of Payment Checking

Bank Account Number ****8894

Your Confirmation Number Is 155005.

Exit

Make Another Payment

Print



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)
 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:

If applying for a new license, are you applying for this license pursuant to special legislation?
 Yes No Chapter Acts of

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

3. LICENSE INFORMATION / QUOTA CHECK

City/Town On/Off-Premises

TYPE	CATEGORY	CLASS
<input type="text" value="§12 Restaurant"/>	<input type="text" value="All Alcoholic Beverages"/>	<input type="text" value="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: Middle: Last Name:
 Title: Primary Phone:
 Email:

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
Hector Angel	Sole Proprietor	100	

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

5. OWNERSHIP (continued)

Name	Title / Position	% Owned	Other Beneficial Interest

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	Patio/Deck/Outdoor Area Total Square Footage
1	2400	13	<input type="text" value="200"/>
			Indoor Area Total Square Footage <input type="text" value="2400"/>
			Number of Entrances <input type="text" value="3"/>
			Number of Exits <input type="text" value="3"/>
			Proposed Seating Capacity <input type="text" value="54"/>
			Proposed Occupancy <input type="text" value="75"/>

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:	Hector Angel	FEIN:	82-3458325
DBA:		Fax Number:	
Primary Phone:	757-572-1081	Email:	hector@aztecagroup.com
Alternative Phone:	757-572-1081	Legal Structure of Entity	LLC

Business Address (Corporate Headquarters) Check here if your Business Address is the same as your Premises Address

Street Number:	28	Street Name:	West Central Street
City/Town:	Franklin	State:	MA
Zip Code:	02088	Country:	United States

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

Street Number:		Street Name:	
City/Town:		State:	
Zip Code:		Country:	

Is the Entity a Massachusetts Corporation?	<input checked="" type="radio"/> Yes <input type="radio"/> No	If no, is the Entity registered to do business in Massachusetts?	<input checked="" type="radio"/> Yes <input type="radio"/> No
		If no, state of incorporation	<input style="width: 100%;" type="text"/>

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
License Alcoholic Beverages	§12 On Premises	127000086	759 Main Street, Tewksbury, MA, 01876

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

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

8. 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 checked="" type="checkbox"/> Sole Proprietor |
| <input type="checkbox"/> Stockholder | <input type="checkbox"/> LLC Manager |
| <input 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
	Owner	Mexico burrito Grill	759 Main St, Tazewell, VA 01876	78-221-606
	Owner	Plaza Azteca	6 Whiting St, Birmingham, AL 02013	781-875-3078
	Owner	Casa Margaritas	200 Gooding Ave, Bristol, VA 02804	401-396-8933
	Owner	Salsa Burrito	108 Chase Rd, Portsmouth, VA 02871	701-293-5324
	Owner	Plaza Azteca	1001 N Colony St, Wallingford, CT 06492	203-626-907

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

Hector Angel

Hector@aztecagroup.com

757-572-1081

39 Scanset Way, Hanover, MA, 02339

I have been working in the food/restaurant industry for the past twelve years, both managing and owning several properties.

I currently own restaurants in three different states: Connecticut, Massachusetts, and Rhode Island.

Connecticut:

Plaza Azteca

1088 N Colony St, Wallingford, CT 06492

(203) 626-9671

<http://www.plazaazteca.com/>

Alcohol served on premises.

Massachusetts:

Mexica Burrito Grill

759 Main St, Tewksbury, MA 01876

978-221-6016

<http://www.mymexica.com/>

Alcohol served on premises

Plaza Azteca

6 Whiting St, Hingham, MA 02043

(781) 875-3079

<https://www.plazaaztecalife.com/locations/>

Alcohol served on premises

Rhode Island:

Casa Margaritas

200 Gooding Ave., Bristol, RI. 02809

(401) 396-8933

<http://www.mycasamargaritas.com/>

Alcohol served on premises

Salsa Burrito

108 Chase Road, Portsmouth, RI 02871

(401) 293-5322

<https://www.salsasburritosri.com/>

Alcohol served on premises.

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	
B. Purchase Price for any Business Assets	
C. Costs of Renovations/Construction	
D. Purchase Price of Inventory	
E. Initial Start-Up Costs	
F. Other (Please specify)	
G. Total Cost (Add lines A-F)	

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
Total:	

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
Total:			

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:

Does the lender have a beneficial interest in this license? Yes No

Does the lease require a pledge of this license? Yes No

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	Hector	Middle Name		Last Name	Angel	Suffix	
Title:	Owner	Social Security Number		Date of Birth					
Primary Phone:	757-572-1081	Email:	Hector@aztecagroup.com						
Mobile Phone:	757-572-1081	Fax Number							
Alternative Phone:									

Business Address

Street Number:	28	Street Name:	West Central Street						
City/Town:	Franklin	State:	MA						
Zip Code:	02088 02038	Country:	United States						

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:							

Types of Interest (select all that apply)

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

Citizenship / Residency Information

Are you a U.S. Citizen?	<input checked="" type="radio"/> Yes <input type="radio"/> No	Are you a Massachusetts Resident?	<input type="radio"/> Yes <input type="radio"/> No
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Criminal History

Have you ever been convicted of a state, federal, or military crime?	<input type="radio"/> Yes <input checked="" type="radio"/> No	If yes, please provide an affidavit explaining the charges.
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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

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

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

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

APPLICANT'S STATEMENT

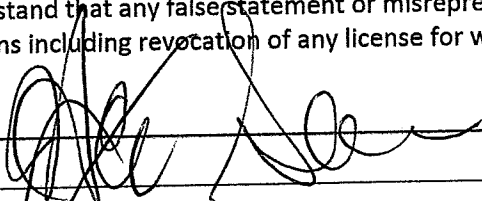
I, Hector Angel the: sole proprietor; partner; corporate principal; LLC/LLP member
Authorized Signatory

of Santa Fe Burrito Grill LLC., hereby submit this application for Alcoholic Beverages Retail 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: June 5 2018

Title: President

pa
\$40.00



Town of Franklin, MA
Department of the Town Clerk
355 East Central Street, Franklin, MA 02038

Date issued: May 14,
2018
Record #: 34380
Certificate #: 18-108

BUSINESS VERIFICATION CERTIFICATE

In conformity with the provisions of Chapter 110, Section 5 of the General Laws, as amended, the undersigned hereby declare(s) that a business under the title of:

Santa Fe Burrito Grill, LLC is conducted at: 28 West Central Street

by the following person:

FULL NAME

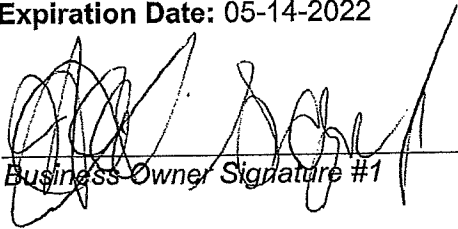
Hector Angel

RESIDENCE

39 Scanset Way, Hanover, MA 02339

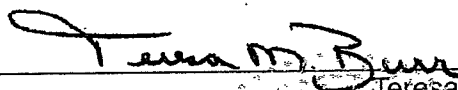
A certificate issued in accordance with this section shall be in force and effect for four years from the date of issue and shall be renewed each four years thereafter so long as such business shall be conducted and shall lapse and be void unless so renewed.

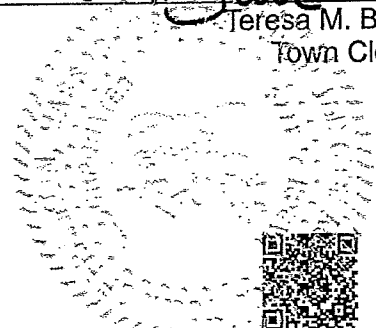
Expiration Date: 05-14-2022


Business Owner Signature #1

Business Owner Signature #2

A True Attest Copy


Teresa M. Burr
Town Clerk



To learn more, scan this barcode or visit franklinma.viewpointcloud.com/#!/records/34380

LEASE

This Lease made this day of November, 2017, by and between TOP GUN REALTY, LLC, a Limited Liability Company, having a usual place of business at 5 Tam O Shanter Road, Franklin, County of Norfolk, Massachusetts 02038 (hereinafter with its successors and assigns called the "LESSOR"), and SANTA FE BURRITO GRILL LLC, or its nominee, having its usual place of business at 28 West Central Street, Franklin, County of Norfolk, and Commonwealth of Massachusetts (hereinafter called the "LESSEE").

WITNESSETH:

In consideration of the rents and covenants herein contained on the part of the LESSEE to be paid, performed and observed, the Lessor hereby leases to the LESSEE and the LESSEE hereby leases from the Lessor, subject to the terms and provisions hereinafter set forth, certain premises hereinafter called the "Demised Premises", located in a 2,600± square foot building shown on a plan attached hereto as Exhibit A, located at 28 West Central Street, Franklin, Massachusetts.

ARTICLE I

Reference Data: Demised Premises

Section 1. Definitions. Each reference in this Lease to any of the terms and titles contained or defined in this Article shall be deemed and construed to incorporate the matters set forth following such term or title in this Article. In any event, the definitions shall be considered and construed as terms of this Lease:

<u>Term</u>	<u>Definition</u>
(a) Retail Center:	The "Retail Center" means the land shown on Exhibit A, together with all buildings and other improvements constructed or to be constructed thereon, together with all rights, privileges, easements, and appurtenances pertaining thereto. The Retail Center may include retail stores, restaurants and office buildings.
b) Demised Premises:	"The Demised Premises" is a building containing 2,600± square feet, and is shown on Exhibit A. The Demised Premises is located on the property shown on Exhibit A (the "Property").
(c) Lease Commencement Date:	Date of this Lease.

- (d) Delivery Date: The date that LESSOR gives notice to LESSEE that it has substantially completed LESSOR'S work, as hereinafter defined in Article IV, Section 1. A and B, or 60 days from the Lease Commencement Date, whichever is the earlier date. LESSEE shall be allowed access to the Demised Premises for contractors and design team while the LESSOR is performing its work.
- (e) Rent Commencement Date: July 1, 2018.
- (f) Common Area: Those portions of the Retail Center, as may from time to time exist, which are open generally to the public or to the tenants thereof, including without limitation, sidewalks, parking areas, driveways, service areas, dumpster area, landscaped areas and the like. No representation is hereby made of the existence or continuance of any Common Area either shown on said Exhibit A or otherwise, all of which the LESSOR reserves the right to alter, modify, enlarge, decrease or discontinue, as LESSOR, in its sole judgment, shall deem necessary or desirable, and in conjunction with this LESSOR will in the future use the rear (undeveloped) portion of the Property for an additional building or buildings and for an additional tenant or tenants.
- (g) Common Facilities: All systems and facilities within, or used in connection with the operation of the Retail Center, or any part or parts thereof, including without limitation, all pipes, wires, conduits, sanitary sewer, storm drains, generators, air conditioning and heating equipment and lighting system, utilized in conjunction with the Common Areas and a pylon sign.
- (h) Term: Ten (10) years commencing on the Rent Commencement Date.

(i) Minimum Rent:

<u>Period Covered</u>	<u>Minimum Monthly Rent</u>	<u>Minimum Annual Rent</u>
Years 1-5	\$4,766.67	\$57,200
Years 6-10	\$5,243.00	\$62,920

(j) Options to Extend Lease:

LESSEE shall have two (2) options to extend this Lease for Two additional periods of Five (5) years each, which options can be exercised only if: (a) the LESSEE is not in default of any of the terms and conditions of this Lease and; (b) the LESSEE gives the LESSOR written notice of the exercise of their options no less than 9 months from the expiration date of the original term of this Lease, or the then existing extension term of this Lease, as the case may be.

(k) Minimum Rent for Option Periods, if Options are Exercised:

<u>Period Covered</u>	<u>Minimum Monthly Rent</u>	<u>Minimum Annual Rent</u>
<i>First Option Period</i>		
Years 11-15	\$5,767.67	\$69,212.00

<u>Period Covered</u>	<u>Minimum Monthly Rent</u>	<u>Minimum Annual Rent</u>
<i>Second Option Period</i>		
Year 16-20	\$6,344.44	\$ 76,133.20

(l) Default Interest Rate and Late Payment Charge:

If any payment called for in the Lease is not paid when due (i) such overdue amount shall thereafter bear interest until paid in full at a rate per annum equal to two (2%) above the then prime rate (being the prime rate announced from time to time by the Wall Street Journal as the prime rate, hereinafter, "Prime Rate") ("the Default Interest Rate") and, (ii) the LESSEE shall pay the LESSOR a late payment charge of six (6%) percent of the overdue amounts ("the Late Payment Charge"). Notwithstanding anything herein to the contrary, on no more than one occasion in each calendar year, LESSOR shall give LESSEE notice of an

overdue amount, and if the full payment is made within 5 business days of such notice, then the Default Interest Rate and Late Payment Charges shall not be due for that particular Late Payment.

- (m) Lease Year: January 1st through December 31st during the term of the Lease and any extensions thereof.
- (n) LESSEE'S Initial Monthly Payment on Account of Common Area Charges and on Account of Real Estate Taxes: LESSEE'S initial monthly payment on account of Common Area Charges ("CAM") shall be \$698.53 per month, subject to adjustment as provided in Article V, Section 3, for CAM; and LESSEE'S initial monthly payment on account of real estate taxes shall be \$709.81 per month, subject to adjustment as provided in Article III, Section 2(a), for real estate taxes.
- (o) LESSEE'S Percentage Share: LESSEE'S Percentage Share for any Lease Year shall be determined by dividing the total number of square feet of floor area in the Demised Premises by the number of square feet of floor area leased for stores, restaurants and/or offices in completed buildings within the Retail Center. Upon commencement of the term hereof, LESSEE'S Percentage Share shall be 100(%) Percent.
- (p) Notice Address for LESSEE: SANTA FE BURRITO GRILL LLC
28 West Central Street
Franklin, MA 02038
Attn: Hector Angel, President
- With a copy to:
John B. Kennelly, Esquire
Kennelly & Associates, LLC
196 Trumbull Street - Suite 509
Hartford, CT 06103
- (q) Notice Address for LESSOR: TOP GUN REALTY, LLC
5 Tam O Shanter Road
Franklin, Massachusetts 02038
ATTN: Joseph Evans, President
- With a copy to:
Alan Greenwald, Esquire
Greenwald and Greenwald LLP
409 Fortune Boulevard
Milford, MA 01757

- (r) Permitted Use: LESSEE shall use the Premises only for a Mexican themed restaurant, also serving alcoholic beverages, and all uses incidental thereto, and for no other purpose.
- (s) Termination Date: Ten (10) years, minus one day, from the Rent Commencement Date, unless the term of this Lease is extended or earlier terminated, pursuant to the provisions of this Lease.

Section 2. Common Area and Common Facilities Rights. The Demised Premises are leased together with the non-exclusive right to use, in common with others lawfully entitled thereto, for access and egress and parking, sidewalks, parking areas, driveways, loading and service areas and other Common Areas and Common Facilities of the Retail Center, as the same may exist from time to time, expressly reserving to the LESSOR the right to alter, change, relocate and remove such Common Area and Common Facilities from time to time, and including the right to change the size, type and shape of the access ways and loading docks, if any located in the Demised Premises. The Demised Premises are leased subject to the mortgages and other existing encumbrances of record, if any, and the LESSOR reserves the right (without thereby assuming the obligation) to install, maintain, use, repair and replace all pipes, ducts, wires, meters, utility lines and other equipment which now are or hereafter may be, in the judgment of the LESSOR, required to be in the Demised Premises.

ARTICLE II

Term and Commencement

Section 1. Demised Term. TO HAVE AND TO HOLD the Demised Premises for the Initial Term beginning on the Rent Commencement Date and ending on the Termination Date unless extended or sooner terminated as hereinafter provided.

Section 2. Recording. If not done simultaneously herewith, LESSOR agrees upon request of the LESSEE to execute and deliver to LESSEE a notice of lease suitable for recording, and setting forth the name of the LESSOR and the LESSEE, the term of this Lease, the term of the option periods, an appropriate description of the Demised Premises, and such other information as is required by law for a notice of lease. A copy of this Lease shall not be recorded in any Registry of Deeds, or Land Court Registry District.

Section 3. Memorandum of Term. LESSOR and LESSEE agree to sign on or before the 60th day following the Rent Commencement Date, a Memorandum of Term in the form of Exhibit B, setting forth the Commencement Date of the Initial Term, the Rent Commencement Date and the Expiration Date. Such Memorandum of Term will thereafter be conclusive of such information.

ARTICLE III

Rent

Section 1. Minimum Rent. Minimum Rent shall be payable in equal monthly installments in advance of the Rent Commencement Date, and on the first (1st) day of each calendar month during the Initial Term without offset or deduction and without previous demand therefor.

Rent for a fractional month shall be adjusted on a pro rata basis. Rent shall be payable to LESSOR at LESSOR'S address set forth in Article XXII, or such other place as may from time to time designate by notice to LESSEE.

Section 2. Taxes.

- (a) The LESSEE shall pay, as additional rent hereunder, for each Lease Year or portion thereof during the term hereof, the LESSEE'S Percentage Share, as defined in Section I (o) herein of all real estate taxes and other ad valorem taxes (including, without limitation, betterments or other assessments) imposed, assessed or levied upon the land and buildings and improvements comprising the Retail Center.

The tax payment required hereunder shall be paid by LESSEE in equal monthly installments in such amounts as are estimated and billed by LESSOR, at the commencement of the Term and at the beginning of each successive Lease Year during the term hereof, each such installment being due on the first day of each month. These monthly payments shall be made in advance and shall begin on April 1, 2018.

Within ninety (90) days after LESSOR'S receipt of tax bills for each Fiscal Year, or such reasonable time thereafter in LESSOR'S determination, LESSOR will certify to LESSEE:

- (i) the amount of taxes as specified above, and
- (ii) the amount of LESSEE'S Percentage Share.

The LESSEE'S Percentage Share paid or payable for each Lease Year shall be adjusted between LESSOR and LESSEE, each party hereby agreeing to pay the other, as the case may be within thirty (30) days of the aforesaid certification to LESSEE such amount as is necessary to affect such adjustment.

The failure of LESSOR to provide such certification within the time prescribed above shall not relieve LESSEE of its obligations generally or for the specific Lease Year in which any such failure occurs, as provided in this Section.

For the Lease Year in which the term commences or terminates, the provisions of this Section shall apply, but LESSEE'S liability for LESSEE'S Percentage Share

of any taxes for such year shall be subject to a pro rata adjustment based upon the number of days of such Tax Year falling within the period during which the Demised Premises are leased to LESSEE pursuant to this Lease.

LESSEE agrees to pay, prior to delinquency, any and all taxes and assessments levied, assessed or imposed during the term hereof upon or against:

- (i) all furniture, fixtures, signs and equipment and any other personal property installed or located within the Demised Premises; and
 - (ii) all alterations, additions, betterments or improvements of whatsoever kind or nature made by or on behalf of LESSEE to the Demised Premises, as the same may be separately levied, taxed or assessed against, or imposed directly upon LESSEE, by the taxing authorities; and
- (b) The provisions of Article III, Section 2(a), are predicated upon the present system of taxation in the Commonwealth of Massachusetts. If taxes upon rentals or otherwise pertaining to the Demised Premises shall be substituted, in whole or in part, for the present ad valorem real estate taxes or assessed in addition thereto, then LESSEE'S obligation to pay such taxes shall be based upon such substituted taxes, to the extent to which the same shall be a substitute for present ad valorem real estate taxes, together with such additional taxes. Except as hereinabove provided, nothing herein contained shall otherwise require or be construed to require LESSEE to reimburse LESSOR for any inheritance, estate, succession, transfer, gift, franchise, income or earnings, profit, excess profit tax, capital stock, or other similar tax which is or may be imposed upon LESSOR or upon LESSOR'S business.

Section 3. Late Payment Charge and Default Interest Rate. Any payment of Rent, additional rent or other sums due under this Lease, received by Lessor more than ten (10) days after the respective due dates, shall be subject to the Late Payment charge and Default Interest Rate as set forth in Article I Section 1 (L).

Section 4. Payment of Rent: All payments of Minimum Rent, additional rent, or other sums due under this Lease, shall be made payable to LESSOR, and sent to the address to which notices hereunder to the LESSOR are to be delivered or to such other payee or at such other address as LESSOR may designate in writing from time to time.

Section 5. First Month's Rent and Security Deposit: Simultaneous with the execution and delivery of this Lease, LESSEE shall pay to LESSOR Ten Thousand Nine Dollars and 66/100 (\$10,009.66) Dollars, which represents the first full month's rent as of the Rent Commencement Date of Four Thousand Seven Hundred Sixty-Six Dollars and 66/100 (\$4,766.66) Dollars, and the security deposit of Five Thousand Two Hundred Forty-Three and 00/100 (\$5,243.00) Dollars. Said security deposit shall be applied to the rent for month 61.

ARTICLE IV
LESSOR'S Work and LESSEE'S Construction

Section 1. LESSOR'S Work. LESSOR shall deliver Premises in "as-is" condition with the exception of the following:

- A. New ground-mounted HVAC shall be installed by the LESSOR and connected to existing ductwork, more specifically, 180,000 BTU's on the heat side using 2 furnaces in tandem, staged for maximum efficiency; and on the cooling side, 10 tons of cooling, using 2 outdoor units for efficiency.
- B. New Grease Trap (tank with baffle system) shall be installed by the LESSOR
- C. Parking lot shall be patched, sealed and striped by LESSOR. This will include low spots to be leveled, cracks filled and major defects to be repaired.

LESSOR shall maintain the HVAC system for the Demised Premises in good working condition for 1 year from the Rent Commencement Date and, LESSOR will pass on any manufacturer's warranty it has to LESSEE. LESSOR warrants that the roof cover is currently water-tight and in good condition and LESSOR shall be responsible for all repairs or replacement of the roof cover throughout the term of the Lease. LESSOR shall not be responsible for any consequential damages which may result from roof leaks.

Section 2. LESSEE'S Construction: The LESSEE shall be responsible for the build out of the existing building, which shall include exterior painting, interior painting, updated bathrooms, new countertops and replacing tiles as needed (consistent on the interior and exterior of the prototypical Mexica Burrito Grill decors), and in conjunction with this shall design its restaurant and provide LESSOR with stamped plans and specifications from a licensed architect showing the design layout and all work to be done on the building. Such plans and specifications shall be delivered to LESSOR within 45 days of the Lease Commencement Date. Within 7 days of receipt of such plans and specifications LESSOR shall either notify LESSEE that it approves those plans and specifications or notify LESSEE that some portion or portions of the plans and specifications are not approved; and if there is non-approval of the plans and specifications, the parties shall work together to expeditiously complete an approved set of plans and specifications. LESSEE and its architect shall be allowed access to the building in conjunction with preparing those plans and specifications. The build out shall be done in a good and workmanlike manner and in conformity with all laws, rules, regulations, requirements of governmental authorities having jurisdiction and substantially in accordance with the plans and specifications approved by LESSOR, and the LESSEE shall equip the Demised Premises with all trade fixtures and personal property (including, but not limited to one (1) 4' grill, one (1) 6' food warmer, at least one (1) deep fryer, dishwasher and stainless steel tables, and possibly a new hood system, as required) necessary for the operation of LESSEE'S business in the Demised Premises (the "LESSEE'S Construction").

ARTICLE V

Common Area Maintenance, Common Charges

Section 1. LESSOR'S Work. LESSOR shall make all necessary repairs and replacements to the Common Areas. LESSOR shall cause the Common Areas to be illuminated and striped at such time as reasonably required. LESSOR shall keep the Common Areas reasonably free of snow and ice and in a reasonably clean and neat condition except that LESSEE shall be responsible for removing snow and ice on sidewalks in front of the Demised Premises.

Section 2. LESSEE'S Payments. In addition to all other payments herein provided to be made by LESSEE to LESSOR, LESSEE shall also pay to LESSOR, as additional rent, an amount equal to LESSEE'S Percentage Share of CAM, as defined in Section I (o) herein, of all of the costs and expenses incurred or accrued by, or on behalf of LESSOR in operating, maintaining, repairing and replacing the Common Areas and Common Facilities of the Retail Center together with all costs an expense incurred or accrued by or on behalf of the LESSOR in performing LESSOR'S work as described in Article V Section 1 and Article VIII, Section 2 (collectively "LESSOR'S Costs"). LESSOR'S Costs include (but are not limited to) all costs and expenses of every kind and nature, including capital repairs and capital improvements, reasonable or necessary and incurred or accrued by LESSOR in operating, managing, equipping, policing (if and to the extent provided by LESSOR), lighting, repairing, replacing, striping and maintaining all parking areas, driveways, accessways, service and loading areas and Common Facilities, and all other Common Areas of the Retail Center (including, but without limitation, all landscaping and gardening); water and sewer charges; costs of maintaining the drainage system; premiums for all General Liability Insurance, Workmen's Compensation, all risk property insurance, and all other insurance on the Common Areas, Common Facilities and Buildings in the Retail Center (as described in Article XI), fees for required licenses and permits; supplies, and administrative costs equal to fifteen (15%) percent of the total costs of operating, maintaining, repairing and insuring the Common Areas and Common Facilities and Buildings in the Retail Center; but there shall be excluded costs of labor, equipment and material properly chargeable to capital accounts and depreciation of the original cost of constructing the Common Areas and Common Facilities and all costs incurred in repairing and replacing the roof cover (unless such repair or replacement is needed as a result of damage caused by LESSEE'S negligence). Notwithstanding anything herein to the contrary, the LESSEE shall pay for the trash removal expenses incurred in conjunction with the dumpster servicing the Demised Premises.

Section 3. Payment Schedule. LESSEE'S Percentage Share shall be paid in monthly installments, in the amount estimated by LESSOR (which for the first Lease Year shall be in an amount equal to LESSEE'S Initial Monthly Payment on Account of CAM as set forth in Section I (n) herein), on the first day of each and every calendar month, in advance, beginning on April 1, 2018. Within ninety (90) days after the end of each Lease Year during the term hereof, LESSOR shall furnish to LESSEE a statement in reasonable detail setting forth the CAM and showing the computation of LESSEE'S percentage share of such CAM ("CAM Statement"). If the CAM Statement shows that LESSEE'S estimated payments were less that LESSEE'S actual obligation for the Common Area charges for the preceding calendar year, LESSEE will pay the difference within 30 days after LESSEE receives the CAM Statement. If the CAM Statement shows an increase in LESSEE'S estimated payments for the current calendar year, LESSEE will also pay the difference between the new and former estimates for the period from January 1 of the current

calendar year through the month in which the CAM Statement is sent. If the CAM Statement shows that LESSEE'S estimated payments exceed LESSEE'S actual obligations for the CAM, LESSOR will refund to LESSEE such excess within 30 days after the CAM Statement is sent.

ARTICLE VI
Covenants

LESSEE covenants and agrees as follows:

- (a) To pay, when due, the minimum rent and additional rent at the times and in the manner set forth herein;
- (b) To procure any licenses and permits required for any use to be made of the Demised Premises by LESSEE;
- (c) To pay promptly when due the entire cost of any work to the Demised Premises undertaken by LESSEE so that the Demised Premises shall, at all times, be free of liens for labor and materials; to procure all necessary permits before undertaking such work; to do all of such work in a good and workmanlike manner, employing materials of good quality and complying with all governmental requirements; and to save LESSOR harmless and indemnified from all injury, loss, claims or damage to any person or property occasioned by or growing out of such work including, without limitation, reasonable attorneys' fees. Upon receipt of notice from LESSOR, LESSEE shall take over, at LESSEE'S expense, LESSOR'S defense in any action related to work undertaken by LESSEE on the Demised Premises.
- (d) To permit LESSOR and LESSOR'S agents to examine the Demised Premises during normal business hours upon prior notice (except in the case of an emergency) and to show the Demised Premises to prospective purchasers or tenants; to permit LESSOR to enter the Demised Premises upon prior notice to LESSEE (except in the case of an emergency) to make such repairs, improvements, alterations or additions thereto as may be required in order to comply with the requirements of any public authority having jurisdiction of the Demised Premises, or as may be required of LESSOR under the terms of this Lease.
- (e) To pay, when due, any and all State, Federal or local taxes based upon LESSEE'S use or occupation of the Demised Premises or pertaining to LESSEE'S personal property or resulting from any alteration, additions or improvements made by LESSEE to the Demised Premises.
- (f) To comply with all laws, orders, and regulations of any governmental authorities pertaining to the LESSEE'S use and occupation of the Demised Premises.

- (g) To refrain from doing anything, taking any action or failing to act in such a manner that will cause any increase in the fire insurance rates pertaining to the Demised Premises and to comply with any rules, regulations or recommendations of the National Board of Fire Underwriters, any rating bureau, or any similar association performing such function and failing same, to pay to LESSOR any increase in premiums resulting therefrom.
- (h) To keep the Demised Premises adequately heated for the protection of the plumbing therein.
- (i) To permit no waste with respect to the Demised Premises.

ARTICLE VII
Use of Demised Premises

Section 1. Permitted Uses. The Demised Premises shall be used only for the purposes permitted in Article I Section 1 (r) herein. The restaurant shall have 60-70 seats, and with municipal approval may have outdoor seating on that portion of the Property that is adjacent to the long side of the Building.

Section 2. Use Restrictions. LESSEE agrees to conform to the following provisions during the entire term of this Lease and any extension thereof.

- (a) LESSEE shall take whatever measures are necessary to insure that floor load limitations are not exceeded in the Demised Premises;
- (b) LESSEE shall keep the Demised Premises adequately lighted during night-time hours ;
- (c) LESSEE shall not use the sidewalks, parking areas, driveways or other Common Areas of the Retail Center, for advertising or business purposes, except for the outdoor parking permitted by this Article VII, without the prior written consent of LESSOR, which consent will not be unreasonably withheld.
- (d) LESSEE shall not use the Demised Premises for any unethical or unfair method of business operation, advertising or interior display, nor perform any act or carry on any practice which may injure the Demised Premises or any other part of the Retail Center;
- (e) LESSEE shall not permit nor cause any offensive odors or loud noise (including, but without limitation, the use of loudspeakers) to emanate from the Demised Premises, nor shall LESSEE constitute a nuisance or menace to any other occupant or other persons in the Retail Center;

- (f) LESSEE shall set aside one parking space for police officers and veterans, and shall place a sign "For Police Officers and Veterans" in front of that parking space;
- (g) LESSEE shall comply with such reasonable rules and regulations as LESSOR may promulgate during the term hereof;
- (h) LESSEE shall not permit its employees or agents to block or park their vehicles on any Common Area of the Retail Center, except in such areas designated for employee parking and, on request of the LESSOR, LESSEE agrees to furnish LESSOR with the license plate numbers of all such vehicles;
- (k) LESSEE shall receive and deliver goods and merchandise only in the manner, at such times, and in such areas, as may be designated by LESSOR; and
- (l) LESSEE will not use the Demised Premises or any portion thereof, at any time for any of the prohibited uses.

ARTICLE VIII

Maintenance, Repairs Alterations and Surrender

Section 1. LESSEE'S Work. The LESSEE shall keep and maintain the Demised Premises, and all facilities and systems serving the Demised Premises, in a neat, clean, sanitary condition and in good working order and repair, and in compliance with all laws, ordinances or regulations of any public authorities having jurisdiction, including, without limitation, all electrical, plumbing, gas, heating, air-conditioning, and sewage facilities within or serving the Demised Premises, sprinklers, fixtures and interior walls, floors, ceilings, signs (including exterior signs where permitted) and all interior building appliances and similar equipment and the exterior and the interior portions of all windows, window frames, doors, door frames, and all other glass or plate glass thereon, and shall make all repairs and replacements and do all other work necessary for the foregoing, and, in furtherance hereof, the LESSEE shall, at all times, maintain contracts with professional services to perform the normal and routine maintenance required for the heating and air-conditioning facilities at the Demised Premises and make all necessary replacements thereto; provided, however, that subject to the provisions of Articles XVII and XVIII herein, damage to the Demised Premises caused by fire or other such casualty covered by policies of fire insurance carried by the LESSOR as hereinafter provided in Article XI hereof, or caused by action of public authorities in connection with a taking by eminent domain, shall be repaired by the LESSOR at LESSOR'S own cost and expense. If LESSEE shall fail to timely perform any of LESSEE'S work, LESSOR may perform such work and bill LESSEE for the cost thereof and LESSEE shall pay such bills within five (5) business days of the date of such bill. Any late payments of such bills shall be subject to the Late Payment Charge and Default Interest Rate set forth in Article I Section 1 (l) of this Lease.

Section 2. LESSOR'S Work. The LESSOR shall promptly, after receipt of written notice from the LESSEE, or by its own volition, make any necessary repairs to the roof, roof covering, foundations, structural columns and exterior walls of the Demised Premises only

(exclusive of glass, window frames, windows, doors, door frames, and signs, which repairs shall be made by the LESSEE), except where such repairs are required by reason of any act or negligence by the LESSEE, its employees, agents, licensees, suppliers, contractors or guests. The LESSEE shall promptly, after notice from the LESSOR, repair, at its own expense, any damage to the roof, foundation and exterior walls of the Demised Premises caused by any act or negligence by the LESSEE, its agents, licensees, suppliers, contractors, or guests. LESSOR shall not be responsible for any consequential damages in any way relating to any such repair or replacement or the events causing or precipitating such repair or replacement.

Section 3. Surrender of Premises. The LESSEE shall at the expiration or earlier termination of this Lease remove its goods and effects and peaceably yield up the Demised Premises, clean and in good working order, repair and condition, reasonable wear and tear excepted, and LESSEE shall repair any damage done to the Demised Premises or the Retail Center by the installation or removal of such of LESSEE'S equipment and trade fixtures or trade equipment as permitted herein. Notwithstanding anything herein to the contrary, at the termination of the tenancy, the LESSEE shall not remove any of its LESSEE improvements, trade fixtures or equipment, it being understood and agreed that those improvements, trade fixtures and equipment shall be left in the Demised Premises unless LESSOR specifically requests that such items, or any portion thereof, be removed.

Section 4. Alterations. The LESSEE shall obtain LESSOR'S prior written consent for any alterations, improvements or additions to the Demised Premises or to the exterior of the Demised Premises, which in the case of interior non-structural work, shall not be unreasonably withheld. All such work shall be performed in accordance with all applicable laws and in a good and workmanlike manner and shall not impair the safety of the structure of The Building, nor diminish the value of the Retail Center as then constituted.

All wall to wall carpeting, linoleum or other floor covering of similar character, shall remain upon the Demised Premises, and at the expiration or earlier termination of this Lease shall be surrendered with the Demised Premises as a part thereof.

In the event LESSEE fails to remove said furniture or other items of personal property prior to the expiration or earlier termination of the Lease, they shall, at the option of LESSOR, be deemed abandoned and may be disposed of by LESSOR in any way LESSOR sees fit.

ARTICLE IX

Utilities

The LESSEE shall pay for all utility services provided to the Demised Premises, including, without limitation, electricity, gas, water, telephone, heat and sewage charges applicable to the Demised Premises. The LESSOR shall not be liable for any interruption of electricity, gas, water, telephone, sewage, heat or other utility service, supplied to the Demised Premises. The LESSEE shall pay, on being billed therefor, any water and/or sewer use tax imposed by any governmental authority which is directly or indirectly applicable to the Demised Premises.

ARTICLE X
Liability

Section 1. LESSEE'S Indemnity. The LESSEE shall save the LESSOR harmless and indemnified from all injury, loss, claims or damage of whatever nature to any person or property in the Demised Premises directly arising from any negligence of the LESSEE or LESSEE'S subtenants or concessionaires, or the employees, agents, contractors, suppliers, licensees, invitees, or customers of any of the foregoing. The LESSEE shall save the LESSOR harmless and indemnified from all injury, loss, claims or damage of whatever nature to any person or property on or about the Retail Center directly arising from the negligence of the LESSEE or those people under the direct control of LESSEE. Upon request of LESSOR, the LESSEE shall take over, at LESSEE'S expense, LESSOR'S defense in any action related to such matter for which LESSEE has agreed to indemnify LESSOR.

Section 2. LESSOR'S Non-Liability. Neither the LESSOR nor any agent or employee of the LESSOR shall be liable for any damage to the person or property of the LESSEE, or of any subtenant, or concessionaire, or of any employee, customer, licensee, invitee, contractor or supplier, or guest of any of the foregoing, except where such damage is attributable solely to the negligence of the LESSOR, or LESSOR'S agents or employees in the performance or failure to perform any of the obligations of the LESSOR under and pursuant to the terms and provisions of this Lease. Without in any way limiting the generality of the foregoing, LESSOR, LESSOR'S agents or employees, shall not be liable, in any event, for any such damage resulting from (a) the interruption to business or damage to property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of said Demised Premises, or from the pipes, appliances or plumbing or from dampness or any other cause; (b) any hidden defect on the Demised Premises; and/or (c) acts or omissions of persons occupying other premises in the Retail Center.

Section 3. LESSEE'S Insurance. The LESSEE shall maintain, during the term of this Lease, at its own expense comprehensive public liability insurance in responsible companies qualified to do business in Massachusetts which shall insure the LESSOR (as a named, insured party), and all persons claiming under the LESSOR, as well as the LESSEE, against all claims for injuries to persons (including death) occurring in or about the Demised Premises in the amount of at least One Million (\$1,000,000.00) Dollars per occurrence, together with a Two Million Dollar (\$2,000,000.00) annual aggregate. In the event of bodily injury or death, and against all claims for damages to or loss of property occurring in or about the Demised Premises in the amount of at least Five Hundred Thousand (\$500,000.00) Dollars or such higher amounts of liability insurance coverage as LESSOR shall reasonably require from time to time. The LESSEE shall furnish the LESSOR with certificates for such insurance prior to the Commencement Date and at least ten (10) days prior to the expiration date of any of such policies. LESSEE'S insurance carrier shall agree to endeavor to give LESSOR at least thirty (30) days prior notice of cancellation or modification of LESSEE'S policy. The LESSEE shall also, at its own expense, maintain worker's compensation insurance, fire and comprehensive casualty insurance of adequate amounts with respect to its own fixtures, merchandise, equipment and other property contained in the Demised Premises.

ARTICLE XI

Insurance

LESSOR'S Insurance. The LESSOR shall maintain, at all times during the term of this Lease, with respect to the Retail Center, insurance against loss or damage by fire, the so-called extended coverage, and insurance with respect to such other casualties and public liability as LESSOR deems appropriate.

ARTICLE XII

Signs

LESSEE may place, at LESSEE'S sole cost and expense, signs on the Demised Premises at locations designated by LESSOR, provided that they comply with all applicable municipal and state By-Laws, rules and regulations, and receive the prior written approval of the LESSOR with reference to size, design, color and lighting. A plan showing LESSEE'S signage, as approved by LESSOR, is attached hereto as Exhibit C. In no event shall any sign contain: (a) flashing or blinking lights; (b) neon lights, except for non-moving neon lights in signage on the exterior wall of a building, displayed in a professional manner, limited to one neon sign per building (in no event shall any neon lights be displayed in or through any windows,) (c) illumination other than individually illuminating lettering, internal illumination of the entire sign panel or neon illumination as set forth in clause (b) above; (d) the brand logo of any product unless the name and logo of the store is the same as such brand or (e) interchangeable letters such as a reader board. In addition, at the election of LESSOR, LESSEE shall place, retain, maintain and repair its sign on the LESSOR'S pylon structure, provided it complies with all applicable law, meets with the prior written approval of LESSOR, with reference to location on the pylon, size, design and color and complies with all of the sign provisions contained in this paragraph.

ARTICLE XIII

Assignment or Subletting

LESSEE shall not sublet or assign this Lease or LESSEE'S interest in and to all or any part of the Premises, without LESSOR'S prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed, provided however that in the event of an assignment or sublease, the LESSEE shall remain liable for all of the obligations of LESSEE hereunder, and the subtenant or assignee shall also agree to be responsible for all of said obligations and LESSEE shall pay all of LESSOR'S reasonable attorney fees incurred in connection with such assignment. Should LESSEE desire to sublet or assign the Premises, LESSEE will deliver the name and addresses of the proposed assignee or subtenant to LESSOR, together with such assignee's or subtenant's complete commercially reasonable financial statement, at the time LESSEE so requests LESSOR'S consent. Notwithstanding anything contained herein to the contrary, in the event that LESSOR assigns this Lease or sublets the Premises, fifty percent of the Rent and other compensation payable by the assignee or subtenant over and above LESSEE'S rent under the terms of this Lease less reasonable costs incurred by LESSEE in procuring such assignment or sublease, shall be paid to LESSOR, within 10 days after LESSEE receives each such payments from such subtenant or assignee. Any

unauthorized attempted transfer, subletting, assignment, license to use; hypothecation or other alienation of this Lease shall be void and shall confer no rights thereto.

ARTICLE XIV Subordination

Section 1. Subordination by LESSEE. The LESSEE shall, from time to time, upon request of the LESSOR, subordinate this Lease to any existing and/or future Mortgage, as hereinafter defined, heretofore or hereafter placed upon the Retail Center or any part thereof, to any renewal, modification, replacement or extension of such Mortgage and to any and all advances made or to be made thereunder, provided that in the instrument of subordination the Mortgagee agrees, for itself and its successors and assigns, that so long as the LESSEE shall not be in default under this Lease, the Mortgagee and its successors and assigns will not disturb the peaceful, quiet enjoyment of the Demised Premises by the LESSEE. The LESSEE hereby irrevocably appoints the LESSOR and any successor or assign its attorney-in-fact (which appointment is coupled with an interest) to execute and deliver any such instrument of subordination for and on behalf of the LESSEE and its successors and assigns. If this Lease is so subordinated, no entry under any such Mortgage or sale for the purpose of foreclosing the same or repossession or other action pursuant to such Mortgage shall be regarded as an eviction of the LESSEE or its successors and assigns, constructive or otherwise, or give the LESSEE or any successors or assigns any right to terminate this Lease, provided that, upon request, LESSEE attorns to the Mortgagee or new owner or predecessor.

Section 2. Definition of Mortgage and Mortgagee. For purposes hereof, the term "Mortgage" shall mean any real estate mortgages, deed of trust or any other security agreements or indentures affecting the Retail Center, the Demised Premises; the term "Mortgagee" shall mean the holder of any such real estate mortgage, or any trustee or holder of any such deed of trust, security agreement or indenture.

Section 3. Estoppels and Notices. LESSEE will, upon request by LESSOR or any Mortgagee, execute and deliver to such party (a) an Estoppel Letter in form satisfactory to such party and/or (b) a copy of any notice of default delivered by LESSEE to LESSOR at the same time and in the same manner as to LESSOR.

Section 4. Mortgagee Not Liable. With reference to any assignment by LESSOR of LESSOR'S interest in this Lease, or the rents and other sums payable hereunder, conditional in nature or otherwise, which assignment is made to a Mortgagee, LESSEE agrees that the execution thereof by LESSOR, and the acceptance thereof by such Mortgagee, shall never be treated as an assumption by such Mortgagee of any of the obligations of LESSOR hereunder, unless such Mortgagee shall, by notice sent to LESSEE, specifically otherwise elect. Nevertheless, LESSEE shall, upon receipt of written notice from LESSOR and any such Mortgage, to whom LESSOR may from time to time assign the rents or other sums due hereunder make payment of such rents or other sums to such Mortgagee.

ARTICLE XV
Self-Help

If the LESSEE shall default in the performance or observance of any agreement or condition in this Lease contained on its part to be performed or observed, and shall not cure such default within thirty (30) days after notice from LESSOR specifying the default (or shall not within said period commence to cure such default and thereafter prosecute the curing of such default to completion with due diligence) LESSOR may, at its option, without waiving any claim for breach of agreement, at any time thereafter cure such default for the account of LESSEE, and make all necessary payments in connection therewith, including but not limiting the same to attorney's fees, costs or charges of or in connection with any legal action which may have been brought, and any amount paid by LESSOR in so doing shall be deemed paid for the account of LESSEE and LESSEE agrees to reimburse LESSOR therefor with interest thereon at the default interest rate, such sums payable by LESSEE to LESSOR to be deemed additional rent; provided that LESSOR may cure any such default as aforesaid prior to the expiration of said waiting period but after notice to LESSEE, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the real estate or LESSOR'S interest therein, or to prevent injury or damage to persons or property.

ARTICLE XVI
Waiver of Subrogation

LESSOR and LESSEE each hereby releases the other from any and all liability or responsibility to the other (or anyone claiming through or under them by way of subrogation or otherwise) for any loss or damage to property caused by fire or any of the extended coverage or supplementary contract casualties, even if such fire or other casualty 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 this release shall be applicable and in force in effect only with respect to loss or damage occurring during such time as the releasor's policies shall contain a clause or endorsement to the effect that any such release shall not adversely affect or impair said policies or prejudice the right of the releasor to recover thereunder, and LESSOR and LESSEE each hereby agree that it shall cause such a clause or endorsement to be included in its policies, and, if necessary, pay any additional premium that may be charged therefor.

ARTICLE XVII
Damage by Fire, Etc.

Section 1. Restoration by LESSOR. If the Demised Premises or the Retail Center shall be damaged or destroyed by fire, or other casualty covered by the LESSOR'S insurance policies required to be carried pursuant to the provisions of Article XI hereof, the LESSEE shall immediately give notice thereof to the LESSOR and unless this Lease is terminated as hereinafter provided, the LESSOR at its own expense shall repair or rebuild the same so as to restore the Demised Premises (excluding any alterations, additions or improvements made by LESSEE thereto) to substantially the same condition they were in as of the Rent Commencement Date, subject, however, to zoning and building laws then in existence, provided that the LESSOR shall not be responsible for any delay in such repair or reconstruction which may result from any cause

beyond its reasonable control and provided further that in no event shall LESSOR be obligated to expend for such repair or reconstruction more than the amount of the insurance proceeds (net of all costs and fees incurred by LESSOR in collecting the same) received by LESSOR on account thereof. The LESSEE shall not be required to pay minimum rent and additional rent during any period, in excess of one week, in which the premises are rendered untenable.

Section 2. Termination Rights. If either the Demised Premises or the Retail Center (whether or not the Demised Premises shall be so damaged) shall be damaged or destroyed by fire or other casualty to the extent of fifty (50%) percent or more of the full insurable value thereof, or if any part of the Demised Premises or the Retail Center shall be damaged by an uninsured casualty by any cause, the LESSOR may elect by written notice to the LESSEE either to terminate this Lease or to repair or rebuild on the conditions set forth in Section 1 by written notice given within ninety (90) days after such damage or destruction.

Section 3. LESSEE'S Restoration. In the event that the Demised Premises or the Retail Center are damaged or destroyed by any cause, then, unless this Lease is terminated as above provided, the LESSEE, at its own expense and proceeding with all reasonable dispatch, shall repair or replace suitably all alterations, additions, improvements, trade fixtures, equipment, signs or other property installed by or belonging to the LESSEE which shall be damage or destroyed.

ARTICLE XVIII Eminent Domain

Section 1. LESSOR and LESSEE Right of Termination. If as a result of any taking by eminent domain which shall be deemed to include a voluntary conveyance in lieu of a taking, the total floor area remaining in the Demised Premises shall be reduced to less than eighty (80%) of the total floor area in the Demised Premises at the Rent Commencement Date, or the Demised Premises shall be permanently deprived of access by motor vehicle to and from a public a street or private way, then, and in either of such cases, at the election of the LESSOR or the LESSEE, exercisable by written notice given to the other within ninety (90) days after the date of the filing of the notice of such taking, this Lease may be terminated as of the date when the LESSEE is required to vacate the Demised Premises or the portion thereof so taken, or access is so taken, notwithstanding that the entire interest of the party exercising such option may have been divested by such taking, and if following any such taking neither the LESSEE nor the LESSOR terminates this Lease, then the LESSOR, at the LESSOR'S expense, but only to the extent of the award for any such taking, and proceeding with all reasonable dispatch, subject to delays beyond its reasonable control, shall do such work as may be required to put what may remain of the Demised Premises in proper condition for the conduct of the LESSEE'S business, or to provide alternative access, as the case may be, and the LESSEE, at the LESSEE'S expense and proceeding with all reasonable dispatch, shall make such alterations, repairs and replacements of the alterations, additions, improvements, trade fixtures, equipment, signs or other property installed by or belonging to the LESSEE as may be necessary to put the remainder of the Demised Premises in proper condition for the LESSEE'S business. Unless this Lease is terminated by LESSOR, as herein provided, the LESSEE shall be required to pay all minimum rent and additional rent during any period in which the premises are rendered untenable.

Section 2. LESSOR'S Right of Termination. In the event that a taking, as defined herein, involves any portion of the Demised Premises or the means of access to public or private ways, the LESSOR shall have the right to terminate this Lease by notifying the LESSEE or the LESSOR'S election to terminate not later than ninety (90) days after the final determination of the amount of the award, effective on the date set forth in the notice, or to restore the Demised Premises and/or provide substitute premises for LESSEE reasonably satisfactory to LESSEE at such location and in the case of such restoration and/or substitution, the Minimum Rent shall be abated in proportion to the reduction in area of the demised premises. There shall be no abatement of additional rent or other charges due under this Lease unless there is a full abatement of the Minimum Rent.

Section 3. Damages. The LESSOR reserves all rights to damages to the Retail Center, the Demised Premises and the leasehold hereby created, or awards with respect thereto, then or thereafter accruing, by reason of any taking by eminent domain or by reason of anything lawfully done or required by any public authority, and the LESSEE grants to the LESSOR all the LESSEE'S rights, if any, to such damages, except with respect to the value of LESSEE'S personal property which may be compensated by separate award, and relocation expenses, and shall execute and deliver to the LESSOR such further instruments of assignment thereof as the LESSOR may from time to time request.

ARTICLE XIX

Section 1: Default

In the event that any one or more of the following conditions occur, any of which shall be an event of default:

(a) The LESSEE shall fail to make any payment of any installment of rent or other sums herein specified, when the same is due; or

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

(c) Any proceedings seeking protection from creditors are instituted by the LESSEE under the Bankruptcy Code or any laws amendatory thereof or supplemental thereto; or

(d) Any other proceedings shall be instituted against the LESSEE under the Bankruptcy Code or any insolvency law and not be dismissed within thirty (30) days; or

(e) LESSEE shall execute an assignment of his property for the benefit of his creditors;
or

(f) A receiver or other similar officer for LESSEE shall be appointed and not be discharged within thirty (30) days, 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, in the observance or performance of any conditions or covenants on LESSEE'S part to be observed or performed under or by virtue of any of the provisions in any article of this Lease, the LESSOR, without being under any obligation to do so and without hereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations insured, with interest at the default interest rate and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

Section 2: Remedies Upon Default

In the event that this Lease is terminated under any of the provisions contained in Article XIX, Section 1 hereof or shall be otherwise terminated for breach of any obligation of the LESSEE, LESSEE covenants to pay forthwith to LESSOR, as compensation, the excess of the total rent reserved for the residue of the term of the Lease ("Term") over the fair market rental value of the Premises for said residue of the Term. In calculating the rent reserved there shall be included, in addition to the rent, the value of all other considerations agreed to be paid or performed by LESSEE during said residue. LESSEE shall also be liable to LESSOR for all expenses (including reasonable attorneys' fees and expenses) incurred by LESSOR in enforcing his rights under this Lease and at law. LESSEE further covenants, as additional and cumulative obligations, after any such termination to pay punctually to LESSOR all sums and to perform all the obligations which LESSEE covenants in this Lease to pay and perform in the same manner and to the same extent and at the same time as if this Lease had not been terminated. In calculating the amounts to be paid by LESSEE pursuant to the next preceding sentence LESSEE shall be credited with any amount paid to the LESSOR as compensation as in this article provided and also with the net proceeds of any rent obtained by the LESSOR by reletting the Premises, after deducting all the LESSOR'S reasonable expenses in connection with such reletting, including, without limitation, all repossession costs, brokerage commissions, fees for legal services and expenses of preparing the Premises for such reletting, it being agreed by LESSEE that LESSOR (i) may relet the Premises or any part or parts thereof, for a term or terms which may at LESSOR'S option be equal to or less than or exceed the period which would otherwise have constituted the balance of the Term and may grant such concessions and free rent as LESSOR in its reasonable judgment considers advisable or necessary to relet the same and (ii) may make such alterations, repairs and decorations in the Premises as LESSOR, in his reasonable judgment considers advisable or necessary to relet the same, and no action of LESSOR in accordance with the foregoing or failure to relet or to collect rent under reletting shall operate or be construed to release or reduce LESSEE'S liability as aforesaid.

In lieu of any damages or indemnity and in lieu of full recovery by LESSOR of all sums payable under the foregoing provisions of this Article, LESSOR may, by notice to LESSEE, at any time after this Lease is terminated under any of the provisions contained in Article XIX hereof or is otherwise terminated for breach of any obligation of LESSEE and before such full recovery, elect to recover, and LESSEE shall thereupon pay, as liquidated damages, an amount equal to the aggregate of the rent and all other sums payable by LESSEE hereunder accrued in the twenty four (24) months

ended next prior to such termination, plus the amount of rent of any kind accrued and unpaid at the time of termination, except that if the Lease is terminated prior to twenty four (24) months of occupancy by LESSEE, then liquidated damages shall be an amount equal to the rent and all other sums payable by LESSEE for the first twenty four (24) months of the Lease term as set forth in this Lease, plus, in any event, all expenses (including reasonable attorney's fees and expenses) incurred by LESSOR in enforcing his rights under this Lease and at law.

Nothing contained in this Lease shall, however, limit or prejudice the right of the LESSOR to prove for and obtain in proceedings for bankruptcy or insolvency by reason of the termination of this Lease, an amount equal to the maximum allowed by statute or rule of law in effect at the time when, and governing the proceedings in which, the damages are to be proved, whether or not the amount be greater than, equal to, or less than the amount of the loss or damages referred to above.

ARTICLE XX-LESSOR'S DEFAULT

LESSOR shall not be deemed to be in default in the performance of any of its obligations hereunder unless it shall fail to perform such obligations and such failure shall continue for a period of thirty (30) days or such additional time as is reasonably required to correct any such default after written notice has been given by LESSEE to LESSOR specifying the nature of LESSOR'S alleged default. Any liability of LESSOR for a breach of this Lease shall be limited only to acts occurring while the LESSOR is the owner of the Retail Center.

ARTICLE XXI - BANKRUPTCY OR INSOLVENCY

(a) If the LESSEE shall become a Debtor under the United States Bankruptcy Code (the "Code"), and the Trustee or the LESSEE shall elect to assume this Lease under authority then given to the LESSEE by the Code, whether for the purpose of assigning the same or otherwise, such election and assignment may only be made if all the terms and conditions of subparagraph 28 (b) hereof are fully satisfied. If the Trustee or the Debtor shall fail to elect to assume this Lease within sixty (60) days after the filing of any such petition, this Lease shall be deemed to have been rejected, the LESSOR thereupon shall be immediately entitled to possession of the Demised Premises without further obligation to the LESSEE or the Trustee, and this Lease shall be terminated, but the LESSOR'S right to be compensated for damages both at law and as provided in paragraph 26 hereof shall survive. "Elect to assume," for the purposes of this paragraph, shall be deemed to mean that the Trustee or the Debtor shall have filled a motion to assume this Lease in the Debtor's bankruptcy proceedings and the Bankruptcy Court in such proceedings shall have allowed such motion.

(b) If the Trustee or Debtor-In-Possession has assumed this Lease pursuant to the provisions of subparagraph (a) hereof and the Code, for the purposes of assigning (or electing to assign) pursuant to the Code the LESSEE'S interest under this Lease, or the estate created thereby, to any other person, such interest or estate may be so assigned only if the LESSOR shall acknowledge in writing that the intended assignee has provided adequate assurance for the future performance (as defined in this subparagraph (b) of all of the terms, covenants and conditions of this Lease to be performed by the LESSEE. For the purpose of this subparagraph (b), the LESSOR and the LESSEE acknowledge that, in the context of a bankruptcy proceeding of the LESSEE, at a minimum,

“adequate assurance of future performance” shall mean that each of the following conditions shall have been satisfied, and the LESSOR has so acknowledged in writing:

- (i) The assignee has submitted a current financial statement audited by a Certified Public Accountant which shows a net worth and working capital in amounts (which amounts shall in no event be less than the greater of those of the LESSEE and any guarantor of the LESSEE’S obligations hereunder at the time of execution of the Lease) determined to be sufficient by the LESSOR to assure the future performance by such assignee of the LESSEE’S obligations under this Lease.
 - (ii) The assignee, if requested by the LESSOR, shall have obtained guarantees in form and substance satisfactory to the LESSOR from one or more persons who satisfy the LESSOR’S standards of credit;
 - (iii) The assignee has submitted in writing evidence, satisfactory to the LESSOR, of substantial business experience in the sale of merchandise and/or services permitted under this Lease;
 - (iv) The LESSOR has obtained all consents and waivers from any third party required under any lease, mortgage, financing arrangement or other agreement by which the LESSOR is bound to permit the LESSOR to consent to such assignment;
 - (v) The assignee has supplied such additional information required to be supplied by this subparagraph (b) and has complied with any other provisions, conditions and requirements set forth in subparagraph (a) for an assignment of the LESSEE’S interest in this Lease or the estate created thereby; and
- (c) When, pursuant to the Code, the Trustee, or Debtor-In-Possession shall be obligated to pay reasonable use and occupancy charges for the use of the Premises or any portion thereof, such charges shall not be less than the rent specified hereunder, without limitation, and without deduction or set-off of any kind.
- (d) Neither the LESSEE’S interest in this Lease, nor any lesser interest of the LESSEE herein, nor any estate of the LESSEE created hereby, shall pass to any trustee, receiver, assignee for the benefit of creditors, or any other person or entity, or otherwise by operation of law under the laws of any state having jurisdiction of the person or property of the LESSEE unless the LESSOR shall consent to such transfer in writing. No acceptance by the LESSOR of rent or any other payments from any such trustee, receiver, assignee, person or other entity shall be deemed to have waived, nor shall it waive the need to obtain the LESSOR’S consent or the LESSOR’S right to terminate this Lease for any transfer of the LESSEE’S interest under this Lease without such consent

ARTICLE XXII

Notices

All notices or requests given, sent or required to be given with respect to any matter pertaining to this Lease must be in writing and must be delivered in hand, or sent by nationally recognized overnight courier service, such as, but not limited to, UPS or United Parcel Post, or by certified mail with return receipt requested, or by express mail, in each case with charges billed to the sender or proper postage prepaid, as applicable, and will be deemed given on the date received (or refused) when addressed to the parties at LESSOR'S Notice Address, in the case of notices to LESSOR, or at LESSEE'S Notice Address, in the case of notices to LESSEE, or in either case to such other addresses as LESSOR or LESSEE may designate to the other by notice. Until further notice, the LESSOR designates:

TOP GUN REALTY, LLC
5 Tam O Shanter Road
Franklin, Massachusetts 02038
Attn: Joseph G. Evans, Manager

With a copy by fax and first class mail to:

Alan Greenwald, Esquire
Greenwald & Greenwald LLP
409 Fortune Boulevard
Milford, MA 01757

The LESSEE designates:

SANTA FE BURRITO GRILL LLC
28 West Central Street
Franklin, MA 02038
Attn: Hector Angel, Manager

With a copy by fax and first class mail to:

John B. Kennelly, Esquire
Kennelly & Associates, LLC
196 Trumbull Street - Suite 509
Hartford, CT 06103

ARTICLE XXIII
Hazardous Materials

LESSEE shall not use any portion of the Demised Premises for use, generation, treatment, storage or disposal of "oil", "hazardous material", "hazardous waste", or "hazardous substances" (collectively, the "Materials"), as such terms are defined under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et seq., as amended, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901 et seq., as amended, and the regulations promulgated thereunder, and all applicable state and local laws, rules and regulations, including, without limitation, Massachusetts General Laws, Chapters 21C and 21E (the "Superfund and Hazardous Waste Laws"), without the express written prior consent of LESSOR and, if required, its Mortgagees, and then only to the extent that the presence of the Materials is (i) properly licensed and approved by all appropriate governmental officials and in accordance with all applicable laws and regulations and (ii) in compliance with any terms and conditions and (ii) in compliance with any terms and conditions stated in said prior written approvals by the LESSOR its Mortgagees. LESSEE shall promptly provide LESSOR with copies of all notices received by it, including, without limitation, any notice of violations, notice of responsibility or demand for action from any federal, state or local authority or official in connection with the presence of Materials in or about the Demised Premises. In the event of any release of Materials, as defined in the Superfund and Hazardous Waste Laws, LESSEE shall promptly remedy the problem in accordance with all applicable laws and requirements and shall indemnify and hold the LESSOR and its Mortgagees harmless from and against all loss, costs, liability and damage, including attorneys' fees and the cost of litigation, arising from the presence or release of any Materials in or on the Demised Premises. The obligations of LESSEE under this Article XXI shall survive expiration or termination of this Lease.

ARTICLE XXIV
Miscellaneous Provisions

Section 1. No consent or waiver express or implied, by the LESSOR to or of any breach in the performance by the LESSEE of its agreements hereunder shall be construed as a consent or waiver to or of any other breach in the performance by the LESSEE of the same or any other covenant or agreement. No acceptance by the LESSOR of any rent or other payment hereunder, even with the knowledge of any such breach, shall be deemed a waiver thereof nor shall any acceptance of rent or other such payment in a lesser amount than is herein required to be paid by the LESSEE, regardless of any endorsement on any check or any statement in any letter accompanying the payment of the same, be construed as an accord and satisfaction or in any manner other than as a payment on account by the LESSEE. No reference in this Lease to any sublessee, licensee or concessionaire, or acceptance by the LESSOR from other than the LESSEE of any payment due hereunder shall be construed a consent by the LESSOR to any assignment or subletting by the LESSEE, or to give to the LESSEE any right to permit another to occupy any portion of the Demised Premises except as herein expressly provided. No waiver by the LESSOR in respect of any one tenant shall constitute a waiver with respect to any other tenant. Failure on the part of the LESSOR to complain of any action or non-action on the part of the LESSEE or to declare the LESSEE in default, no matter how long such failure may continue shall not be deemed to be a waiver by the LESSOR of any of its rights hereunder.

Section 2. In no case shall mention of specific instances under a more general provision be construed to limit the generality of said provisions.

Section 3. If the LESSEE continues to occupy the Demised Premises after the termination hereof, it shall have no more rights than a tenant by sufferance, but shall be liable for two times the aggregate rental then payable under this Lease for the period of such occupancy, and shall be liable for any loss or expense due to such holding over. Nothing in this section shall be construed to permit such holding over.

Section 4. If any provision of this Lease or the application thereof to any person or circumstance shall be to any extent invalid or unenforceable the remainder of this Lease and the application to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 5. LESSOR agrees that upon LESSEE'S paying the rent and performing and observing the agreements, conditions and other provisions on its part to be performed and observed, LESSEE shall and may peaceably and quietly have, hold and enjoy the Demised Premises and the appurtenant rights thereto as set forth in this Lease during the term of this Lease without any manner of hindrance or molestation from LESSOR or anyone claiming under LESSOR, subject, however, to the rights of holders of present and future Mortgages, and to the terms and provisions of this Lease.

Section 6. The conditions and agreements in this Lease contained to be kept and performed by the parties hereto shall be binding upon and inure to the benefit of said respective parties, their legal representatives, successors and assigns, and the same shall be construed as covenants running with the land. Wherever in this Lease reference is made to either of the parties, it shall be held to include and apply to the successors and assigns of such party as if in each case so expressed, unless the context requires otherwise and regardless of the number or gender of such party; provided, however, that the term "LESSOR" as used in this lease means only the owner for the time being of the land of which the Demised Premises form a part so that in the event of any sale or sales of such land and Demised Premises or of said Lease the LESSOR shall be and hereby is entirely released of all covenants and obligations of the LESSOR hereunder.

Section 7. This Lease shall constitute the only agreement between the parties relative to the Demised Premises and no oral statements and no prior written matter not specifically incorporated herein shall be of any force or effect. In entering into this Lease, the LESSEE relies solely upon the representations and agreements contained herein. This agreement shall not be modified except by writing executed by both parties.

Section 8. The section and article headings throughout this instrument, if any, are for convenience and reference only and the words contained therein shall in no way be held to limit, define or describe the scope or intent of this lease or in any way affect this Lease.

Section 9. The LESSOR shall not be liable for a delay or failure in the commencement, performance or completion of any of its obligations hereunder where such delay or failure is attributable to strikes or other labor conditions, inability or difficulty in obtaining materials or services, wars, delays due to the weather, or other cause beyond the reasonable control of the LESSOR and in no event shall the LESSOR be liable for incidental or consequential damages.

Section 10. If the LESSOR shall at any time be an Individual, joint venture, tenancy in common, firm or partnership (general or limited) a trust or trustees of a trust, it is specifically understood and agreed that there shall be no personal liability of the LESSOR or any joint venture, tenant, partner, trustee, shareholder, beneficiary or holder of a beneficial interest thereof under any of the provisions hereof or arising out of the use or occupation of the Demised Premises by LESSEE. In the event of a breach or default by LESSOR of any of its obligations under this Lease, LESSEE shall look solely to the equity of the LESSOR in the Retail Center for the satisfaction of LESSEE'S remedies, and it is expressly understood and agreed that LESSOR'S liability under the terms, covenants, conditions, warranties and obligations of this Lease shall in no event exceed the loss of such equity interest. It is further understood and agreed that the liability of any party who is a LESSOR (whether the original LESSOR or any successor LESSOR) shall be limited to defaults occurring or arising during the period for which such party shall have been a LESSOR, and such party shall not be liable for defaults occurring or arising at any time before such party obtained its interest as lessor or after such party disposed of its interest as LESSOR.

Section 11. The LESSEE warrants and represents that no broker other than American Commercial Real Estate LLC and CBRE-NE (collectively the brokers) has either shown or referred the LESSEE to the within-described premises, and the LESSEE will indemnify, defend and save the LESSOR harmless from all claims for commission made by any other broker who alleges he showed or referred the LESSEE to the within-described premises. If the lease is signed and delivered and the LESSEE commences occupancy of the Premises LESSOR shall be responsible for paying the brokers commission pursuant to a separate listing agreement between Joseph Evans and American Commercial Real Estate LLC.

Section 12. Employees or agents of LESSOR have no authority to make or agree to make a lease or any other agreement or undertaking in connection herewith. The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the Demised Premises, and this document shall become effective and binding only upon the execution and delivery thereof by both Lessor and LESSEE.

Section 13. Hector Angel, of 170 Slater Street, Manchester CT 06043, Plaza Azteca Wallingford, Inc., of 1088 North Colony Road, Wallingford, Connecticut, Plaza Azteca Hingham, Inc., of 6 Whiting Street, Hingham, Massachusetts, Casa Margaritas Bristol, Inc., of 450 Veterans Memorial Parkway, Suite 7A, East Providence, Rhode Island and Mexica Burrito Grill, Inc., of 759 Main Street, Tewksbury, Massachusetts, shall all Guaranty by separate documents, the form of which are attached hereto as Exhibits D, E, F, G and H respectively, the fulfillment and payment of all of the LESSEE'S obligations contained in this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease under seal on the day and year first above written.

LESSOR:
TOP GUN REALTY, LLC

LESSEE:
SANTA FE BURRITO GRILL LLC

By: _____
JOSEPH G. EVANS, MANAGER

By: _____
HECTOR ANGEL, MANAGER

EXHIBIT A

(Plan attached hereto as a separate PDF document).

EXHIBIT B

MEMORANDUM OF TERM

As provided by the terms of the Lease dated _____, 20____
between the undersigned parties leasing premises described as follows:

the undersigned hereby establish and agree (i) the Initial Term of the Lease commenced on the Commencement Date which was _____, 20____; (ii) the Floor Area of the Premises is _____ square feet; (iii) the Rental Commencement Date is _____; and (iv) the Expiration Date of the Lease is _____, although the Term may be extended as provided in the Lease for the exercise of two Extensions, and each option shall be for a term of five years.

LESSOR:

TOP GUN REALTY, LLC,
a Massachusetts limited liability company

DATE: _____

By: _____
Joseph G. Evans, Manager

LESSEE:

SANTA FE BURRITO GRILL LLC,

DATE: _____

By: _____
Hector Angel, Manager

EXHIBIT C

(A plan showing LESSEE'S signage, as approved by LESSOR).

EXHIBIT D

GUARANTY

THIS GUARANTY is made as of this ____ day of November, 2017, by Hector Angel, having an address of 170 Slater Street, Manchester CT 06042, (hereinafter referred to as "Guarantor"). Guarantor does hereby guarantee the performance of the obligations of Santa Fe Burrito Grill LLC, a Massachusetts corporation having a principal place of business at 28 West Central Street, Franklin MA 02038, (hereinafter referred to as "Tenant"), to TOP GUN REALTY, LLC, or its nominee, having a principal place of business at 5 Tam O Shanter Road, Franklin, Norfolk County, Massachusetts 02038 (hereinafter referred to as "Landlord").

WITNESSETH THAT:

WHEREAS, contemporaneously herewith, subject to certain terms and conditions, Landlord has entered this day into a lease with Tenant for 2,600± square feet in the premises located at 28 West Central Street, in Franklin, Norfolk County, Massachusetts (hereinafter referred to as "Lease").

WHEREAS, Guarantor warrants and represents to Landlord that the undersigned has a substantial financial interest in the success of Tenant.

WHEREAS, Landlord has advised Guarantor that it will not enter into the aforesaid lease transaction with Tenant unless, among other matters, all of the obligations of Tenant under the Lease, including without limitation the punctual payment of all moneys due under the terms of said Lease, are guaranteed by Guarantor, and

WHEREAS, the Guarantor is willing and has agreed to guarantee the payment of the aforesaid obligations, as hereinafter provided;

NOW, THEREFORE, in order to induce Landlord to enter into the aforesaid Lease with Tenant and for other good and valuable consideration, Guarantor agrees as follows:

1. Guarantor hereby unconditionally and irrevocably, guarantees: (i) the due and punctual payment in full (and not merely the collectability) of the all moneys due under said Lease of even date when due and payable, according to the terms of the Lease; (ii) the due and punctual payment in full (and not merely the collectability) of all other sums and charges which may at any time be due and payable in accordance with, or under the terms of, the Lease; (iii) the due and punctual performance and observance of all of the other terms, covenants and conditions contained in the Lease on the part of Tenant to be performed and observed.

2. Guarantor expressly agrees that the Landlord may, in his sole and absolute discretion, without notice to or further assent of Guarantor, and without in any way releasing, affecting or impairing the obligations and liabilities of Guarantors hereunder: (i) waive compliance with, or any default under, or grant any other indulgences with respect to the Lease or any agreement or instrument securing the Lease; (ii) modify, amend or change any provisions of the Lease; (iii) grant extensions or renewals of or with respect to the Lease, and/or effect any release, compromise or settlement in connection therewith; (iv) agree to the substitution, exchange, release or other disposition of all or any part of the collateral securing the Lease; (v) make advances for the purposes of performing any term or covenant contained in the Lease (vi) assign or otherwise transfer the Lease and any instrument or agreement securing the Lease, including without limitation this Guaranty, or any interest therein; and (vii) deal in all respects with Tenant as if this Guaranty was not in effect. The obligations of Guarantor under this Guaranty shall be unconditional, irrespective of the genuineness, validity, regularity or enforceability of the Lease or any other circumstances which might otherwise constitute a legal or equitable discharge of a surety or guarantor.

3. The liability of Guarantor under this Guaranty shall be primary, direct and immediate and not conditional or contingent upon pursuit by the Lessee of any remedies it may have against Tenant or any other party with respect to the Lease, whether pursuant to the terms thereof or otherwise. No exercise or non-exercise by Landlord of any right given to him hereunder, or under the Lease, and no change, impairment or suspension of any right or remedy of Lender shall in any way affect any of Guarantor's obligations hereunder or give Guarantor any recourse against Landlord.

Without limiting the generality of the foregoing, the Landlord shall not be required to make any demand on Tenant and/or any other party, or otherwise pursue or exhaust his remedies against Tenant or any other party, before, simultaneously with or after, enforcing his rights and remedies hereunder against Guarantor. Any one or more successive and/or concurrent actions may be brought against Guarantor either in the same action, if any, brought against Tenant and/or any other party, or in separate actions, as often as the Landlord, in his sole discretion, may deem advisable.

4. Guarantor hereby expressly waives: (i) presentment and demand for payment and protest of non-payment; (ii) notice of acceptance of this Guaranty and of presentment, demand and protest; (iii) notice of any default hereunder or under the Lease, or under any other agreement executed in connection with the Lease of all indulgences; (iv) demand for observance or performance of, or enforcement of, any terms or provisions of this Guaranty or the Lease or any instrument or agreement securing the Lease; and (v) all other notices and demands otherwise required by law which Guarantor may lawfully waive.

5. If Guarantor shall advance any sums to Tenant or its successors or assigns, or if Tenant or its successors or assigns shall be or shall hereafter become indebted to Guarantor, such sums and indebtedness shall be subordinate in all respects to the amounts then or thereafter due and owing to the Landlord under the terms of the Lease. Nothing herein contained shall be construed to give Guarantor any right of subrogation in and to the rights of the Landlord under the Lease or any instrument or agreement securing the Lease until all amounts owing to the Landlord under the Lease are paid in full.

6. Any notice, demand, request or other communication given hereunder or in connection herewith (hereinafter "Notices") shall be deemed sufficient if in writing and sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the party to receive such Notice at its address first above set forth or at such other address as such party may hereafter designate by Notice given in like fashion. Notices shall be deemed given when mailed.

7. Any payments made by Guarantor under the provisions of this Guaranty shall, if made to Landlord, be made at his address first set forth above, unless some other address is hereafter designated by Landlord.

8. All rights and remedies afforded to the Landlord by reason of this Guaranty and the Lease, and any instrument or agreement securing the Lease, or by law, are separate and cumulative and the exercise of one shall not in any way limit or prejudice the exercise of any other such rights or remedies. No delay or omission by the Landlord under the Lease in exercising any such right or remedy shall operate as a waiver thereof. No waiver of any rights and remedies hereunder, and no modification or amendment hereof, shall be deemed made by the Landlord under the Lease unless in writing and duly executed. Any such written waiver shall apply only to the particular instance specified therein and shall not impair the further exercise of such right or remedy or of any other right or remedy of the Landlord, and no single or partial exercise of any right or remedy hereunder shall preclude further exercise of any other right or remedy.

9. The Guarantor shall pay the Landlord ON DEMAND all reasonable attorney's fees and expenses incurred by the Landlord which relate to the enforcement of this Guaranty.

10. This Guaranty shall inure to the benefit of, and be enforceable by, the Landlord and his heirs, executors, administrators, successors and assigns, and shall be binding upon, and enforceable against, Guarantor and Guarantor's heirs, executors, administrators, successors and assigns.

11. This instrument is intended to take effect as a sealed instrument, and all rights, duties and remedies of the parties, shall be governed as to interpretation, validity, effect and enforcement, and in all other respects of the same or different nature, by the laws of the Commonwealth of Massachusetts.

SIGNED AS A SEALED INSTRUMENT THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED IN THE PRESENCE OF:

Witness

Hector Angel

EXHIBIT E

GUARANTY

THIS GUARANTY is made as of this ____ day of November, 2017, by Plaza Azteca Wallingford, Inc., having a current business address of 1088 North Colony Road, Wallingford, Connecticut, (hereinafter referred to as "Guarantor"). Guarantor does hereby guarantee the performance of the obligations of Santa Fe Burrito Grill LLC, a Massachusetts corporation having a principal place of business at 28 West Central Street, Franklin, Massachusetts, (hereinafter referred to as "Tenant"), to TOP GUN REALTY, LLC, or its nominee, having a principal place of business at 5 Tam O Shanter Road, Franklin, Norfolk County, Massachusetts 02038 (hereinafter referred to as "Landlord").

WITNESSETH THAT:

WHEREAS, contemporaneously herewith, subject to certain terms and conditions, Landlord has entered this day into a lease with Tenant for 2,600± square feet in the premises located at 28 West Central Street, in Franklin, Norfolk County, Massachusetts (hereinafter referred to as "Lease").

WHEREAS, Guarantor warrants and represents to Landlord that the undersigned has a substantial financial interest in the success of Tenant.

WHEREAS, Landlord has advised Guarantor that it will not enter into the aforesaid lease transaction with Tenant unless, among other matters, all of the obligations of Tenant under the Lease, including without limitation the punctual payment of all moneys due under the terms of said Lease, are guaranteed by Guarantor, and

WHEREAS, the Guarantor is willing and has agreed to guarantee the payment of the aforesaid obligations, as hereinafter provided;

NOW, THEREFORE, in order to induce Landlord to enter into the aforesaid Lease with Tenant and for other good and valuable consideration, Guarantor agrees as follows:

1. Guarantor hereby unconditionally and irrevocably, guarantees: (i) the due and punctual payment in full (and not merely the collectability) of the all moneys due under said Lease of even date when due and payable, according to the terms of the Lease; (ii) the due and punctual payment in full (and not merely the collectability) of all other sums and charges which may at any time be due and payable in accordance with, or under the terms of, the Lease; (iii) the due and punctual performance and observance of all of the other terms, covenants and conditions contained in the Lease on the part of Tenant to be performed and observed.
2. Guarantor expressly agrees that the Landlord may, in his sole and absolute discretion, without notice to or further assent of Guarantor, and without in any way releasing, affecting or impairing the obligations and liabilities of Guarantors hereunder: (i) waive compliance with, or any default under, or grant any other indulgences with respect to the Lease or any agreement or instrument securing the Lease; (ii) modify, amend or change any provisions of the Lease; (iii) grant extensions or renewals of or with respect to the Lease, and/or effect any release, compromise or settlement in connection therewith; (iv) agree to the substitution, exchange, release or other disposition of all or any part of the collateral securing the Lease; (v) make advances for the purposes of performing any term or covenant contained in the Lease (vi) assign or otherwise transfer the Lease and any instrument or agreement securing the Lease, including without limitation this Guaranty, or any interest therein; and (vii) deal in all respects with Tenant as if this Guaranty was not in effect. The obligations of Guarantor under this Guaranty shall be unconditional, irrespective of the genuineness, validity, regularity or enforceability of the Lease or any other circumstances which might otherwise constitute a legal or equitable discharge of a surety or guarantor.
3. The liability of Guarantor under this Guaranty shall be primary, direct and immediate and not conditional or contingent upon pursuit by the Lessee of any remedies it may have against Tenant or any other party with respect to the Lease, whether pursuant to the terms thereof or otherwise. No exercise or non-exercise by Landlord of any right given to him hereunder, or under the Lease, and no change, impairment or suspension of any right or remedy of Lender shall in any way affect any of Guarantor's obligations hereunder or give Guarantor any recourse against Landlord.

Without limiting the generality of the foregoing, the Landlord shall not be required to make any demand on Tenant and/or any other party, or otherwise pursue or exhaust his remedies against Tenant or any other party, before, simultaneously with or after, enforcing his rights and remedies hereunder against Guarantor. Any one or more successive and/or concurrent actions may be brought against Guarantor either in the same action, if any, brought against Tenant and/or any other party, or in separate actions, as often as the Landlord, in his sole discretion, may deem advisable.

4. Guarantor hereby expressly waives: (i) presentment and demand for payment and protest of non-payment; (ii) notice of acceptance of this Guaranty and of presentment, demand and protest; (iii) notice of any default hereunder or under the Lease, or under any other agreement executed in connection with the Lease of all indulgences; (iv) demand for observance or performance of, or enforcement of, any terms or provisions of this Guaranty or the Lease or any instrument or agreement securing the Lease; and (v) all other notices and demands otherwise required by law which Guarantor may lawfully waive.

5. If Guarantor shall advance any sums to Tenant or its successors or assigns, or if Tenant or its successors or assigns shall be or shall hereafter become indebted to Guarantor, such sums and indebtedness shall be subordinate in all respects to the amounts then or thereafter due and owing to the Landlord under the terms of the Lease. Nothing herein contained shall be construed to give Guarantor any right of subrogation in and to the rights of the Landlord under the Lease or any instrument or agreement securing the Lease until all amounts owing to the Landlord under the Lease are paid in full.

6. Any notice, demand, request or other communication given hereunder or in connection herewith (hereinafter "Notices") shall be deemed sufficient if in writing and sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the party to receive such Notice at its address first above set forth or at such other address as such party may hereafter designate by Notice given in like fashion. Notices shall be deemed given when mailed.

7. Any payments made by Guarantor under the provisions of this Guaranty shall, if made to Landlord, be made at his address first set forth above, unless some other address is hereafter designated by Landlord.

8. All rights and remedies afforded to the Landlord by reason of this Guaranty and the Lease, and any instrument or agreement securing the Lease, or by law, are separate and cumulative and the exercise of one shall not in any way limit or prejudice the exercise of any other such rights or remedies. No delay or omission by the Landlord under the Lease in exercising any such right or remedy shall operate as a waiver thereof. No waiver of any rights and remedies hereunder, and no modification or amendment hereof, shall be deemed made by the Landlord under the Lease unless in writing and duly executed. Any such written waiver shall apply only to the particular instance specified therein and shall not impair the further exercise of such right or remedy or of any other right or remedy of the Landlord, and no single or partial exercise of any right or remedy hereunder shall preclude further exercise of any other right or remedy.

9. The Guarantor shall pay the Landlord ON DEMAND all reasonable attorney's fees and expenses incurred by the Landlord which relate to the enforcement of this Guaranty.

10. This Guaranty shall inure to the benefit of, and be enforceable by, the Landlord and his heirs, executors, administrators, successors and assigns, and shall be binding upon, and enforceable against, Guarantor and Guarantor's heirs, executors, administrators, successors and assigns.

11. This instrument is intended to take effect as a sealed instrument, and all rights, duties and remedies of the parties, shall be governed as to interpretation, validity, effect and enforcement, and in all other respects of the same or different nature, by the laws of the Commonwealth of Massachusetts.

SIGNED AS A SEALED INSTRUMENT THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED IN THE PRESENCE OF:

Witness

PLAZA AZTECA WALLINGFORD, INC.

By: _____, Its President
Hector Angel

EXHIBIT F

GUARANTY

THIS GUARANTY is made as of this ____ day of November, 2017, by Plaza Azteca Hingham, Inc., having a current business address of 6 Whiting Street, Hingham, Massachusetts, (hereinafter referred to as "Guarantor"). Guarantor does hereby guarantee the performance of the obligations of Santa Fe Burrito Grill LLC, a Massachusetts corporation having a principal place of business at 28 West Central Street, Franklin, Massachusetts, (hereinafter referred to as "Tenant"), to TOP GUN REALTY, LLC, or its nominee, having a principal place of business at 5 Tam O Shanter Road, Franklin, Norfolk County, Massachusetts 02038 (hereinafter referred to as "Landlord").

WITNESSETH THAT:

WHEREAS, contemporaneously herewith, subject to certain terms and conditions, Landlord has entered this day into a lease with Tenant for 2,600± square feet in the premises located at 28 West Central Street, in Franklin, Norfolk County, Massachusetts (hereinafter referred to as "Lease").

WHEREAS, Guarantor warrants and represents to Landlord that the undersigned has a substantial financial interest in the success of Tenant.

WHEREAS, Landlord has advised Guarantor that it will not enter into the aforesaid lease transaction with Tenant unless, among other matters, all of the obligations of Tenant under the Lease, including without limitation the punctual payment of all moneys due under the terms of said Lease, are guaranteed by Guarantor, and

WHEREAS, the Guarantor is willing and has agreed to guarantee the payment of the aforesaid obligations, as hereinafter provided;

NOW, THEREFORE, in order to induce Landlord to enter into the aforesaid Lease with Tenant and for other good and valuable consideration, Guarantor agrees as follows:

1. Guarantor hereby unconditionally and irrevocably, guarantees: (i) the due and punctual payment in full (and not merely the collectability) of the all moneys due under said Lease of even date when due and payable, according to the terms of the Lease; (ii) the due and punctual payment in full (and not merely the collectability) of all other sums and charges which may at any time be due and payable in accordance with, or under the terms of, the Lease; (iii) the due and punctual performance and observance of all of the other terms, covenants and conditions contained in the Lease on the part of Tenant to be performed and observed.
2. Guarantor expressly agrees that the Landlord may, in his sole and absolute discretion, without notice to or further assent of Guarantor, and without in any way releasing, affecting or impairing the obligations and liabilities of Guarantors hereunder: (i) waive compliance with, or any default under, or grant any other indulgences with respect to the Lease or any agreement or instrument securing the Lease; (ii) modify, amend or change any provisions of the Lease; (iii) grant extensions or renewals of or with respect to the Lease, and/or effect any release, compromise or settlement in connection therewith; (iv) agree to the substitution, exchange, release or other disposition of all or any part of the collateral securing the Lease; (v) make advances for the purposes of performing any term or covenant contained in the Lease (vi) assign or otherwise transfer the Lease and any instrument or agreement securing the Lease, including without limitation this Guaranty, or any interest therein; and (vii) deal in all respects with Tenant as if this Guaranty was not in effect. The obligations of Guarantor under this Guaranty shall be unconditional, irrespective of the genuineness, validity, regularity or enforceability of the Lease or any other circumstances which might otherwise constitute a legal or equitable discharge of a surety or guarantor.
3. The liability of Guarantor under this Guaranty shall be primary, direct and immediate and not conditional or contingent upon pursuit by the Lessee of any remedies it may have against Tenant or any other party with respect to the Lease, whether pursuant to the terms thereof or otherwise. No exercise or non-exercise by Landlord of any right given to him hereunder, or under the Lease, and no change, impairment or suspension of any right or remedy of

Lender shall in any way affect any of Guarantor's obligations hereunder or give Guarantor any recourse against Landlord. Without limiting the generality of the foregoing, the Landlord shall not be required to make any demand on Tenant and/or any other party, or otherwise pursue or exhaust his remedies against Tenant or any other party, before, simultaneously with or after, enforcing his rights and remedies hereunder against Guarantor. Any one or more successive and/or concurrent actions may be brought against Guarantor either in the same action, if any, brought against Tenant and/or any other party, or in separate actions, as often as the Landlord, in his sole discretion, may deem advisable.

4. Guarantor hereby expressly waives: (i) presentment and demand for payment and protest of non-payment; (ii) notice of acceptance of this Guaranty and of presentment, demand and protest; (iii) notice of any default hereunder or under the Lease, or under any other agreement executed in connection with the Lease of all indulgences; (iv) demand for observance or performance of, or enforcement of, any terms or provisions of this Guaranty or the Lease or any instrument or agreement securing the Lease; and (v) all other notices and demands otherwise required by law which Guarantor may lawfully waive.

5. If Guarantor shall advance any sums to Tenant or its successors or assigns, or if Tenant or its successors or assigns shall be or shall hereafter become indebted to Guarantor, such sums and indebtedness shall be subordinate in all respects to the amounts then or thereafter due and owing to the Landlord under the terms of the Lease. Nothing herein contained shall be construed to give Guarantor any right of subrogation in and to the rights of the Landlord under the Lease or any instrument or agreement securing the Lease until all amounts owing to the Landlord under the Lease are paid in full.

6. Any notice, demand, request or other communication given hereunder or in connection herewith (hereinafter "Notices") shall be deemed sufficient if in writing and sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the party to receive such Notice at its address first above set forth or at such other address as such party may hereafter designate by Notice given in like fashion. Notices shall be deemed given when mailed.

7. Any payments made by Guarantor under the provisions of this Guaranty shall, if made to Landlord, be made at his address first set forth above, unless some other address is hereafter designated by Landlord.

8. All rights and remedies afforded to the Landlord by reason of this Guaranty and the Lease, and any instrument or agreement securing the Lease, or by law, are separate and cumulative and the exercise of one shall not in any way limit or prejudice the exercise of any other such rights or remedies. No delay or omission by the Landlord under the Lease in exercising any such right or remedy shall operate as a waiver thereof. No waiver of any rights and remedies hereunder, and no modification or amendment hereof, shall be deemed made by the Landlord under the Lease unless in writing and duly executed. Any such written waiver shall apply only to the particular instance specified therein and shall not impair the further exercise of such right or remedy or of any other right or remedy of the Landlord, and no single or partial exercise of any right or remedy hereunder shall preclude further exercise of any other right or remedy.

9. The Guarantor shall pay the Landlord ON DEMAND all reasonable attorney's fees and expenses incurred by the Landlord which relate to the enforcement of this Guaranty.

10. This Guaranty shall inure to the benefit of, and be enforceable by, the Landlord and his heirs, executors, administrators, successors and assigns, and shall be binding upon, and enforceable against, Guarantor and Guarantor's heirs, executors, administrators, successors and assigns.

11. This instrument is intended to take effect as a sealed instrument, and all rights, duties and remedies of the parties, shall be governed as to interpretation, validity, effect and enforcement, and in all other respects of the same or different nature, by the laws of the Commonwealth of Massachusetts.

SIGNED AS A SEALED INSTRUMENT THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED IN THE PRESENCE OF:

Witness

PLAZA AZTECA HINGHAM, INC.

By: _____, Its President
Hector Angel

EXHIBIT G

GUARANTY

THIS GUARANTY is made as of this ____ day of November, 2017, by Casa Margaritas Bristol, Inc., having a current business address of 450 Veterans Memorial Parkway, Suite 7A, East Providence, Rhode Island, (hereinafter referred to as "Guarantor"). Guarantor does hereby guarantee the performance of the obligations of Santa Fe Burrito Grill LLC, a Massachusetts corporation having a principal place of business at 28 West Central Street, Franklin, Massachusetts, (hereinafter referred to as "Tenant"), to TOP GUN REALTY, LLC, or its nominee, having a principal place of business at 5 Tam O Shanter Road, Franklin, Norfolk County, Massachusetts 02038 (hereinafter referred to as "Landlord").

WITNESSETH THAT:

WHEREAS, contemporaneously herewith, subject to certain terms and conditions, Landlord has entered this day into a lease with Tenant for 2,600± square feet in the premises located at 28 West Central Street, in Franklin, Norfolk County, Massachusetts (hereinafter referred to as "Lease").

WHEREAS, Guarantor warrants and represents to Landlord that the undersigned has a substantial financial interest in the success of Tenant.

WHEREAS, Landlord has advised Guarantor that it will not enter into the aforesaid lease transaction with Tenant unless, among other matters, all of the obligations of Tenant under the Lease, including without limitation the punctual payment of all moneys due under the terms of said Lease, are guaranteed by Guarantor, and

WHEREAS, the Guarantor is willing and has agreed to guarantee the payment of the aforesaid obligations, as hereinafter provided;

NOW, THEREFORE, in order to induce Landlord to enter into the aforesaid Lease with Tenant and for other good and valuable consideration, Guarantor agrees as follows:

1. Guarantor hereby unconditionally and irrevocably, guarantees: (i) the due and punctual payment in full (and not merely the collectability) of the all moneys due under said Lease of even date when due and payable, according to the terms of the Lease; (ii) the due and punctual payment in full (and not merely the collectability) of all other sums and charges which may at any time be due and payable in accordance with, or under the terms of, the Lease; (iii) the due and punctual performance and observance of all of the other terms, covenants and conditions contained in the Lease on the part of Tenant to be performed and observed.
2. Guarantor expressly agrees that the Landlord may, in his sole and absolute discretion, without notice to or further assent of Guarantor, and without in any way releasing, affecting or impairing the obligations and liabilities of Guarantors hereunder: (i) waive compliance with, or any default under, or grant any other indulgences with respect to the Lease or any agreement or instrument securing the Lease; (ii) modify, amend or change any provisions of the Lease; (iii) grant extensions or renewals of or with respect to the Lease, and/or effect any release, compromise or settlement in connection therewith; (iv) agree to the substitution, exchange, release or other disposition of all or any part of the collateral securing the Lease; (v) make advances for the purposes of performing any term or covenant contained in the Lease (vi) assign or otherwise transfer the Lease and any instrument or agreement securing the Lease, including without limitation this Guaranty, or any interest therein; and (vii) deal in all respects with Tenant as if this Guaranty was not in effect. The obligations of Guarantor under this Guaranty shall be unconditional, irrespective of the genuineness, validity, regularity or enforceability of the Lease or any other circumstances which might otherwise constitute a legal or equitable discharge of a surety or guarantor.
3. The liability of Guarantor under this Guaranty shall be primary, direct and immediate and not conditional or contingent upon pursuit by the Lessee of any remedies it may have against Tenant or any other party with respect to the Lease, whether pursuant to the terms thereof or otherwise. No exercise or non-exercise by Landlord of any right given to him hereunder, or under the Lease, and no change, impairment or suspension of any right or remedy of Lender shall in any way affect any of Guarantor's obligations hereunder or give Guarantor any recourse against Landlord. Without limiting the generality of the foregoing, the Landlord shall not be required to make any demand on Tenant and/or

any other party, or otherwise pursue or exhaust his remedies against Tenant or any other party, before, simultaneously with or after, enforcing his rights and remedies hereunder against Guarantor. Any one or more successive and/or concurrent actions may be brought against Guarantor either in the same action, if any, brought against Tenant and/or any other party, or in separate actions, as often as the Landlord, in his sole discretion, may deem advisable.

4. Guarantor hereby expressly waives: (i) presentment and demand for payment and protest of non-payment; (ii) notice of acceptance of this Guaranty and of presentment, demand and protest; (iii) notice of any default hereunder or under the Lease, or under any other agreement executed in connection with the Lease of all indulgences; (iv) demand for observance or performance of, or enforcement of, any terms or provisions of this Guaranty or the Lease or any instrument or agreement securing the Lease; and (v) all other notices and demands otherwise required by law which Guarantor may lawfully waive.

5. If Guarantor shall advance any sums to Tenant or its successors or assigns, or if Tenant or its successors or assigns shall be or shall hereafter become indebted to Guarantor, such sums and indebtedness shall be subordinate in all respects to the amounts then or thereafter due and owing to the Landlord under the terms of the Lease. Nothing herein contained shall be construed to give Guarantor any right of subrogation in and to the rights of the Landlord under the Lease or any instrument or agreement securing the Lease until all amounts owing to the Landlord under the Lease are paid in full.

6. Any notice, demand, request or other communication given hereunder or in connection herewith (hereinafter "Notices") shall be deemed sufficient if in writing and sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the party to receive such Notice at its address first above set forth or at such other address as such party may hereafter designate by Notice given in like fashion. Notices shall be deemed given when mailed.

7. Any payments made by Guarantor under the provisions of this Guaranty shall, if made to Landlord, be made at his address first set forth above, unless some other address is hereafter designated by Landlord.

8. All rights and remedies afforded to the Landlord by reason of this Guaranty and the Lease, and any instrument or agreement securing the Lease, or by law, are separate and cumulative and the exercise of one shall not in any way limit or prejudice the exercise of any other such rights or remedies. No delay or omission by the Landlord under the Lease in exercising any such right or remedy shall operate as a waiver thereof. No waiver of any rights and remedies hereunder, and no modification or amendment hereof, shall be deemed made by the Landlord under the Lease unless in writing and duly executed. Any such written waiver shall apply only to the particular instance specified therein and shall not impair the further exercise of such right or remedy or of any other right or remedy of the Landlord, and no single or partial exercise of any right or remedy hereunder shall preclude further exercise of any other right or remedy.

9. The Guarantor shall pay the Landlord ON DEMAND all reasonable attorney's fees and expenses incurred by the Landlord which relate to the enforcement of this Guaranty.

10. This Guaranty shall inure to the benefit of, and be enforceable by, the Landlord and his heirs, executors, administrators, successors and assigns, and shall be binding upon, and enforceable against, Guarantor and Guarantor's heirs, executors, administrators, successors and assigns.

11. This instrument is intended to take effect as a sealed instrument, and all rights, duties and remedies of the parties, shall be governed as to interpretation, validity, effect and enforcement, and in all other respects of the same or different nature, by the laws of the Commonwealth of Massachusetts.

SIGNED AS A SEALED INSTRUMENT THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED IN THE PRESENCE OF:

Witness

CASA MARGARITAS BRISTOL, INC.

By: _____, Its President
Hector Angel

EXHIBIT H

GUARANTY

THIS GUARANTY is made as of this ____ day of November, 2017, by Mexica Burrito Grill, Inc., having an address of 759 Main Street, Tewksbury, Massachusetts 01876, (hereinafter referred to as "Guarantor"). Guarantor does hereby guarantee the performance of the obligations of Santa Fe Burrito Grill LLC, a Massachusetts corporation having a principal place of business at 28 West Central Street, Franklin, Massachusetts, (hereinafter referred to as "Tenant"), to TOP GUN REALTY, LLC, or its nominee, having a principal place of business at 5 Tam O Shanter Road, Franklin, Norfolk County, Massachusetts 02038 (hereinafter referred to as "Landlord").

WITNESSETH THAT:

WHEREAS, contemporaneously herewith, subject to certain terms and conditions, Landlord has entered this day into a lease with Tenant for 2,600± square feet in the premises located at 28 West Central Street, in Franklin, Norfolk County, Massachusetts (hereinafter referred to as "Lease").

WHEREAS, Guarantor warrants and represents to Landlord that the undersigned has a substantial financial interest in the success of Tenant.

WHEREAS, Landlord has advised Guarantor that it will not enter into the aforesaid lease transaction with Tenant unless, among other matters, all of the obligations of Tenant under the Lease, including without limitation the punctual payment of all moneys due under the terms of said Lease, are guaranteed by Guarantor, and

WHEREAS, the Guarantor is willing and has agreed to guarantee the payment of the aforesaid obligations, as hereinafter provided;

NOW, THEREFORE, in order to induce Landlord to enter into the aforesaid Lease with Tenant and for other good and valuable consideration, Guarantor agrees as follows:

1. Guarantor hereby unconditionally and irrevocably, guarantees: (i) the due and punctual payment in full (and not merely the collectability) of the all moneys due under said Lease of even date when due and payable, according to the terms of the Lease; (ii) the due and punctual payment in full (and not merely the collectability) of all other sums and charges which may at any time be due and payable in accordance with, or under the terms of, the Lease; (iii) the due and punctual performance and observance of all of the other terms, covenants and conditions contained in the Lease on the part of Tenant to be performed and observed.

2. Guarantor expressly agrees that the Landlord may, in his sole and absolute discretion, without notice to or further assent of Guarantor, and without in any way releasing, affecting or impairing the obligations and liabilities of Guarantors hereunder: (i) waive compliance with, or any default under, or grant any other indulgences with respect to the Lease or any agreement or instrument securing the Lease; (ii) modify, amend or change any provisions of the Lease; (iii) grant extensions or renewals of or with respect to the Lease, and/or effect any release, compromise or settlement in connection therewith; (iv) agree to the substitution, exchange, release or other disposition of all or any part of the collateral securing the Lease; (v) make advances for the purposes of performing any term or covenant contained in the Lease (vi) assign or otherwise transfer the Lease and any instrument or agreement securing the Lease, including without limitation this Guaranty, or any interest therein; and (vii) deal in all respects with Tenant as if this Guaranty was not in effect. The obligations of Guarantor under this Guaranty shall be unconditional, irrespective of the genuineness, validity, regularity or enforceability of the Lease or any other circumstances which might otherwise constitute a legal or equitable discharge of a surety or guarantor.

3. The liability of Guarantor under this Guaranty shall be primary, direct and immediate and not conditional or contingent upon pursuit by the Lessee of any remedies it may have against Tenant or any other party with respect to the Lease, whether pursuant to the terms thereof or otherwise. No exercise or non-exercise by Landlord of any right given to him hereunder, or under the Lease, and no change, impairment or suspension of any right or remedy of Lender shall in any way affect any of Guarantor's obligations hereunder or give Guarantor any recourse against Landlord.

Without limiting the generality of the foregoing, the Landlord shall not be required to make any demand on Tenant and/or any other party, or otherwise pursue or exhaust his remedies against Tenant or any other party, before, simultaneously with or after, enforcing his rights and remedies hereunder against Guarantor. Any one or more successive and/or concurrent actions may be brought against Guarantor either in the same action, if any, brought against Tenant and/or any other party, or in separate actions, as often as the Landlord, in his sole discretion, may deem advisable.

4. Guarantor hereby expressly waives: (i) presentment and demand for payment and protest of non-payment; (ii) notice of acceptance of this Guaranty and of presentment, demand and protest; (iii) notice of any default hereunder or under the Lease, or under any other agreement executed in connection with the Lease of all indulgences; (iv) demand for observance or performance of, or enforcement of, any terms or provisions of this Guaranty or the Lease or any instrument or agreement securing the Lease; and (v) all other notices and demands otherwise required by law which Guarantor may lawfully waive.

5. If Guarantor shall advance any sums to Tenant or its successors or assigns, or if Tenant or its successors or assigns shall be or shall hereafter become indebted to Guarantor, such sums and indebtedness shall be subordinate in all respects to the amounts then or thereafter due and owing to the Landlord under the terms of the Lease. Nothing herein contained shall be construed to give Guarantor any right of subrogation in and to the rights of the Landlord under the Lease or any instrument or agreement securing the Lease until all amounts owing to the Landlord under the Lease are paid in full.

6. Any notice, demand, request or other communication given hereunder or in connection herewith (hereinafter "Notices") shall be deemed sufficient if in writing and sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the party to receive such Notice at its address first above set forth or at such other address as such party may hereafter designate by Notice given in like fashion. Notices shall be deemed given when mailed.

7. Any payments made by Guarantor under the provisions of this Guaranty shall, if made to Landlord, be made at his address first set forth above, unless some other address is hereafter designated by Landlord.

8. All rights and remedies afforded to the Landlord by reason of this Guaranty and the Lease, and any instrument or agreement securing the Lease, or by law, are separate and cumulative and the exercise of one shall not in any way limit or prejudice the exercise of any other such rights or remedies. No delay or omission by the Landlord under the Lease in exercising any such right or remedy shall operate as a waiver thereof. No waiver of any rights and remedies hereunder, and no modification or amendment hereof, shall be deemed made by the Landlord under the Lease unless in writing and duly executed. Any such written waiver shall apply only to the particular instance specified therein and shall not impair the further exercise of such right or remedy or of any other right or remedy of the Landlord, and no single or partial exercise of any right or remedy hereunder shall preclude further exercise of any other right or remedy.

9. The Guarantor shall pay the Landlord ON DEMAND all reasonable attorney's fees and expenses incurred by the Landlord which relate to the enforcement of this Guaranty.

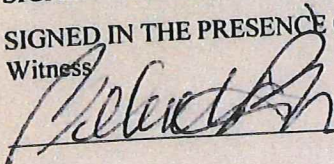
10. This Guaranty shall inure to the benefit of, and be enforceable by, the Landlord and his heirs, executors, administrators, successors and assigns, and shall be binding upon, and enforceable against, Guarantor and Guarantor's heirs, executors, administrators, successors and assigns.

11. This instrument is intended to take effect as a sealed instrument, and all rights, duties and remedies of the parties, shall be governed as to interpretation, validity, effect and enforcement, and in all other respects of the same or different nature, by the laws of the Commonwealth of Massachusetts.

SIGNED AS A SEALED INSTRUMENT THE DAY AND YEAR FIRST ABOVE WRITTEN.

SIGNED IN THE PRESENCE OF:

Witness



MEXICA BURRITO GRILL, INC.

By:  Its President

Hector Angel

