

LEGAL NOTICE

Notice is hereby given under Chapter 138 of the General Laws and the Town of Hull's Licensing Rules and Regulations and all other legal authority to the extent applicable that a public hearing **via remote participation** will be held by the by the Hull Board of Selectmen acting as the Local Licensing Authority on the **twentieth (20th) day of January, 2021 at 7:30 p.m.** on the following applications:

- A. Kenny Corporation. (Applicant). dba EZ Smoke Shop, 527 A Nantasket Avenue, Hull, MA, has applied for a license to sell alcoholic beverages (off premise), Jennifer Bailey, (Proposed Manager) of the following kind: Wine and Malt Beverages (Annual) as a Package Store. The premises to be licensed consist of a store front building consisting of approximately 600 square foot interior space.

Proposed hours of operation of Liquor License: Monday-Saturday: 8:00 AM - 9:00 PM and Sunday: 10:00 AM – 9:00 AM.

The applicants shall give public notice of said time and place of the hearing by publishing an attested copy of the said Notice and order thereon in the Hull Times at least ten days before the time of the hearing in accordance with Chapter 138 of the General Laws and all other legal authority and giving all other public notice to abutters and others as required by law.

Instructions for remote access: go to this link on your remote device (which must have a microphone and speaker): <https://global.gotomeeting.com/join/815606653>

You can also dial in using your phone.
(For supported devices, tap a one-touch number below to join instantly.)

United States: +1 (646) 749-3122
- One-touch: <tel:+16467493122,,815606653#>

Access Code: 815-606-653

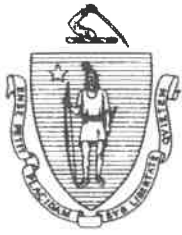
The public is advised to check periodically the Town Calendar at the Town's website for any changes in log-in instructions, date/time changes, etc. Copies of applications, additional details and plans relative to the above can be viewed on the Town of Hull Board of Selectmen webpage at the Town's website: www.town.hull.ma.us.

LOCAL LICENSING AUTHORITIES

Jennifer Constable
Greg Grey
Donna Pursel
John D. Reilly, Jr
Domenico Sestito

Board of Selectmen, Town Hall, 253 Atlantic Avenue. Hull, MA 02045; 781-925-2000

Hull Times –



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
www.mass.gov/abcc

APPLICATION FOR A NEW LICENSE

Municipality

Hull

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES

Off-Premises-15

TYPE

\$15 Package Store

CATEGORY

Wines and Malt Beverages

CLASS

Annual

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

The owner of the business Kenny Corporation operates EZ Smoke Shop at 527 A Nantasket Avenue in Hull 02045 for the last four (4) years and wish to add beer and wine to sell from the premises.

Is this license application pursuant to special legislation?



Yes



No

Chapter

Acts of

2. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Entity Name

Kenny Corporation

FEIN

DBA

EZ Smoke Shop

Manager of Record

Jennifer Bailey

Street Address

527 A Nantasket Avenue, Hull MA, 02045

Phone

Email

Alternative Phone

Website

3. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, 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. You must also submit a floor plan.

Floor Plan attached

Total Square Footage:

600 sq ft

Number of Entrances:

1

Seating Capacity:

0

Number of Floors

1

Number of Exits:

2

Occupancy Number:

N/A

4. APPLICATION CONTACT

The application contact is the person whom the licensing authorities should contact regarding this application.

Name:

Bhavesh Patel

Phone:

Title:

Owner

Email:

APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

Entity Legal Structure	Corporation	Date of Incorporation	Jan 1, 2016
State of Incorporation	Massachusetts	Is the Corporation publicly traded?	<input type="radio"/> Yes <input checked="" type="radio"/> No

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:
On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers - At least 50% must be US citizens;
Off Premises (Liquor Store) Directors or LLC Managers - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB
Bhavesh Patel			
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
President	100%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Additional pages attached? ☐ Yes ☒ No

CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☒ No

APPLICATION FOR A NEW LICENSE

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

7. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- 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.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name BLZ1 LLC

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date 03/01/2017

Rent per Month \$1,404.00

Lease Ending Date 03/12/21

Rent per Year \$16,848.00

Will the Landlord receive revenue based on percentage of alcohol sales?

☐ Yes ☒ No

APPLICATION FOR A NEW LICENSE

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	0
B. Purchase Price for Business Assets	0
C. Other * (Please specify below)	\$5,000.00
D. Total Cost	\$5,000.00

*Other Cost(s): (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):"

SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
Build a cooler	\$5,000.00
Total	\$5,000.00

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

9. PLEDGE INFORMATION

Please provide signed pledge documentation.

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

Please indicate what you are seeking to pledge (check all that apply) ☐ License ☐ Stock ☐ Inventory

To whom is the pledge being made?

10. MANAGER APPLICATION

A. MANAGER INFORMATION

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name Date of Birth SSN

Residential Address

Email Phone

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

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?*

☒ Yes ☐ No *Manager must be a U.S. Citizen

If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime?

☐ Yes ☒ No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
2015	2016	Shift Leader	Dunkin Donuts	
2016	2017	Manager	Dunkin Donuts	
2017	2019	Manager	Dunkin Donuts	
12/1/20	present	Manager	EZ Smoke Shop	

D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? ☐ Yes ☒ No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

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

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

Manager's Signature Date

11. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement?

☐ Yes ☒ No

If yes, please fill out section 11.

Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

IMPORTANT NOTE: A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does not pertain to a liquor license manager that is employed directly by the entity.*

11A. MANAGEMENT ENTITY

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in the management Entity (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name	Address	Phone		
<input type="text"/>	<input type="text"/>	<input type="text"/>		
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?

If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☐ No

11B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 11A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

11C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 11A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

11D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 11A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Licensee Name	License Type	Municipality	Date(s) of Agreement

11E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Has any of the disclosed licenses listed in questions in section 11B, 11C, 11D ever been suspended, revoked or cancelled?

Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

11F. TERMS OF AGREEMENT

a. Does the agreement provide for termination by the licensee?

Yes ☐ No ☐

b. Will the licensee retain control of the business finances?

Yes ☐ No ☐

c. Does the management entity handle the payroll for the business?

Yes ☐ No ☐

d. Management Term Begin Date

e. Management Term End Date

f. How will the management company be compensated by the licensee? (check all that apply)

☐ \$ per month/year (indicate amount)

☐ % of alcohol sales (indicate percentage)

☐ % of overall sales (indicate percentage)

☐ other (please explain)

ABCC Licensee Officer/LLC Manager

Signature:

Title:

Date:

Management Agreement Entity Officer/LLC Manager

Signature:

Title:

Date:

ADDITIONAL INFORMATION

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

ADDENDUM A

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST (Continued...)

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name	Percentage of Ownership in Entity being Licensed (Write "NA" if this is the entity being licensed)		
<input type="text"/>	<input type="text"/>		

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?
If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☐ No

APPLICANT'S STATEMENT

I, Bhaveshkumar Patel the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP manager
Authorized Signatory

of Kenny Corporation
Name of the Entity/Corporation

hereby submit this application (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 statements 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 are in compliance with state and local laws and regulations;
- (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 ownership 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.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature:

B. B. Patel

Date: 12/15/2020

Title:

President

This is your official TIPS certification card. Carry it with you as proof of your TIPS certification.
Congratulations!

This card certifies that you have successfully completed the TIPS (Training for Intervention ProcedureS) program. We value your participation and dedication to the responsible sale, service, and consumption of alcohol.

By using the techniques you have learned, you will help to provide a safer environment for your patrons, peers, and colleagues and reduce the tragedies resulting from intoxication, underage drinking, and drunk driving.

If you have any information you think would enhance the TIPS program, or if we can assist you in any way, please contact us at 800-438-8477.



Sincerely,

Adam F. Chafetz
HCI President

ID#: 5406782 Name: Jennifer R Bailey
Exam Date: 12/3/2020 Expiration Date: 12/3/2023



eTIPS Off Premise 3.1

CERTIFIED

Issued: 12/3/2020

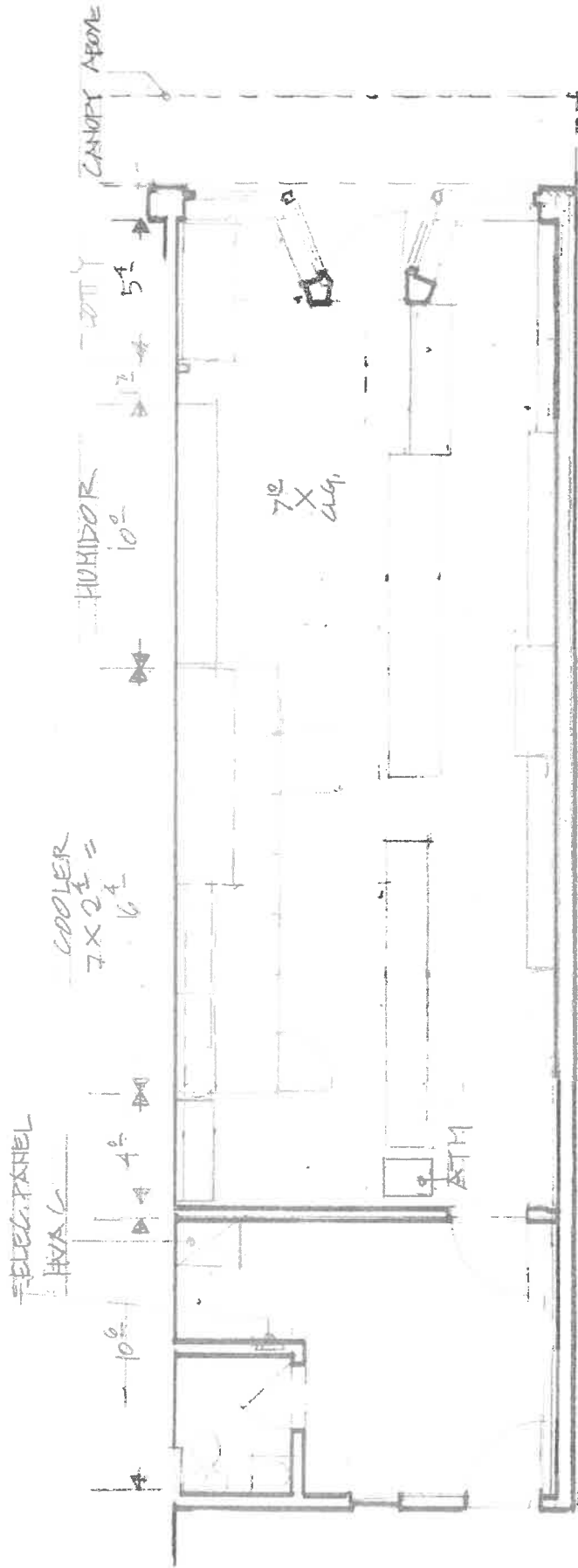
Expires: 12/3/2023

ID#: 5406782

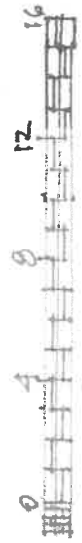
Jennifer R Bailey
Kenny Corp.
527 Nantasket Ave Unit A
Hull, MA 02045-2553

For service visit us online at www.gettips.com





DON RITZ
ARCHITECT
21 Q STREET
HULL, MA
0 2 0 4 5



527^A NANTASKET AVE. HULL, MA

ISSUE



DEC
2017

CORPORATE VOTE

The Board of Directors or LLC Managers of

Kenny Corp

Entity Name

duly voted to apply to the Licensing Authority of

Hull

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

12/14/2020

Date of Meeting

For the following transactions (Check all that apply):

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

"VOTED: To authorize

Bhavesh B. Patel

Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint

Jennifer Rose Bailey

Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,

For Corporations ONLY

A true copy attest,

B.B. Patel

Corporate Officer /LLC Manager Signature

B.B. Patel

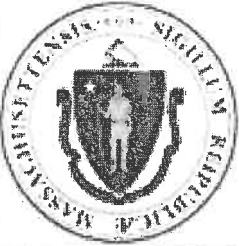
Corporation Clerk's Signature

BHAVESH.B. PATEL

(Print Name)

BHAVESH.B. PATEL

(Print Name)



**The Commonwealth of Massachusetts
William Francis Galvin**

No Fee

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

Statement of Change of Registered Office Address by Registered Agent

(General Laws, Chapter 156D, Section 5.02 AND Section 15.08; 950 CMR 113.22)

Name of registered agent: BHAVESH PATEL

Exact name of corporation: KENNY CORP

Current registered office address:

New registered office address:

No. and Street:

City or Town:

HULL

State: MA

Zip: 02045

Country: USA

The street address of the registered office of the corporation and the business address of the registered agent are identical as required by General Laws, Chapter 156D, Section 5.02.

This certificate is effective at the time and on the date approved by the Division, unless a *later* effective date not more than *ninety days* from the date and time of filing is specified:

Time:

SIGNED, this 31 Day of December, 2020,
BHAVESH PATEL , Signature of Registered Agent.



The Commonwealth of Massachusetts
William Francis Galvin

No Fee

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

Statement of Change of Supplemental Information

(General Laws, Chapter 156D, Section 2.02 AND Section 8.45; 950 CMR 113.17)

1. Exact name of the corporation: KENNY CORP

2. Current registered office address:

Name: BHAVESH PATEL

No. and Street:

City or Town: HULL State: MA Zip: 02045 Country: USA

3. The following supplemental information has changed:

Names and street addresses of the directors, president, treasurer, secretary

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	BHAVESH PATEL	HULL, MA 02045 USA
TREASURER	BHAVESH PATEL	HULL, MA 02045 USA
SECRETARY	BHAVESH PATEL	HULL, MA 02045 USA
DIRECTOR	BHAVESH PATEL	HULL, MA 02045 USA
DIRECTOR	JENNIFER BAILEY	HULL, MA 02045 USA

Fiscal year end:
 December

Type of business in which the corporation intends to engage:

SMOKE SHOP

Principal office address:

No. and Street: 527A NANTASKET AVE
 City or Town: HULL State: MA Zip: 02045 Country: USA

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

No. and Street: 527A NANTASKET AVE

which is

☒ its principal office

☐ an office of its transfer agent

☐ an office of its secretary/assistant secretary

☐ its registered office

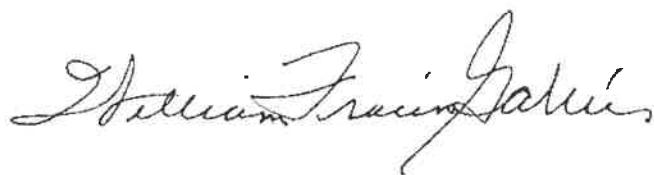
Signed by BHAVESH PATEL, its PRESIDENT
on this 1 Day of December, 2020

THE COMMONWEALTH OF MASSACHUSETTS

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

deemed to have been filed with me on:

December 31, 2020 10:31 AM

A handwritten signature in cursive script, reading "William Francis Galvin". The signature is written in dark ink and is positioned centrally below the date.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$250.00

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

Articles of Organization

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

Identification Number: 001249130

ARTICLE I

The exact name of the corporation is:

KENNY CORP

ARTICLE II

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

ARTICLE III

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

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		Num of Shares	Total Par Value	
CNP	\$0.00000	275,000	\$0.00	1,000

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

ARTICLE IV

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

ARTICLE V

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

ARTICLE VI

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

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

ARTICLE VII

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

Later Effective Date: Time:

ARTICLE VIII

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

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

Name: BHAVESH PATEL

No. and Street:

City or Town: HULL State: MA Zip: 02045 Country: USA

c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	BHAVESH PATEL	HULL, MA 02045 USA
TREASURER	BHAVESH PATEL	HULL, MA 02045 USA
SECRETARY	BHAVESH PATEL	HULL, MA 02045 USA
DIRECTOR	BHAVESH PATEL	HULL, MA 02045 USA

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

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

SMOKE SHOP

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

No. and Street: 527B NANTASKET AVE
City or Town: HULL State: MA Zip: 02045 Country: USA

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

No. and Street: 527B NANTASKET AVE
City or Town: HULL State: MA Zip: 02045 Country: USA
which is
☒ its principal office ☐ an office of its transfer agent
☐ an office of its secretary/assistant secretary ☐ its registered office

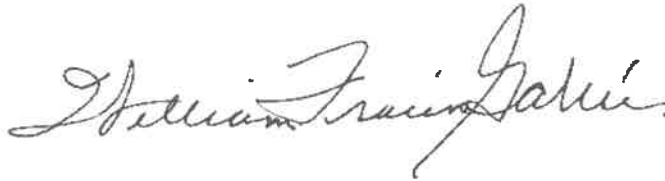
Signed this 22 Day of November, 2016 at 1:54:18 PM by the incorporator(s). *(If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)*

BHAVESH PATEL

THE COMMONWEALTH OF MASSACHUSETTS

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

December 01, 2020 01:07 PM

A handwritten signature in cursive script, reading "William Francis Galvin". The signature is written in dark ink and is centered on the page.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

From the Office of: **Kendall Realty Group**
18 Washington Street, Suite 305
Canton, MA 02021

STANDARD FORM COMMERCIAL LEASE

1. **PARTIES**
(fill in) **BLZ1, LLC.**
LESSOR, which expression shall include _____ heirs, successors, and assigns
where the context so admits, does hereby lease to
Kenny Corp (dba: E-Z Smoke Shop), Bhavesh Patel- President
 2. **PREMISES**
(fill in and include, if applicable, suite number, floor number, and square feet)
527A Nantasket Ave, Hull, MA 02045
A commercial retail storefront consisting of approximately 675 sqft
LESSSEE, which expression shall include _____ successors, executors, administrators,
and assigns where the context so admits, and the LESSEE hereby leases the following described premises:
527A Nantasket Ave, Hull, MA 02045
 3. **TERM**
(fill in) The term of this lease shall be for _____ **One (1) year(s)**
commencing on **January 1, 2021** and ending on **December 31, 2021**
 4. **RENT**
(fill in) The LESSEE shall pay to the LESSOR fixed rent at the rate **\$17,830.80** of dollars per year, payable in
advance in monthly installments of **\$1404.00**** , subject to proration in the
case of any partial calendar month. All rent shall be payable without offset or deduction.
 5. **SECURITY DEPOSIT**
(fill in) Upon the execution of this lease, the LESSEE shall pay to the LESSOR the amount of **\$1,300.00** dollars,
which shall be held as a security for the LESSEE's performance as herein provided and refunded to the LESSEE
at the end of this lease, without interest, subject to the LESSEE's satisfactory compliance with the conditions hereof.
 6. **RENT ADJUSTMENT**
If in any tax year commencing with the fiscal year **n/a** , the real estate taxes on the land and buildings, of which the
leased premises are a part, are in excess of the amount of the real estate taxes thereon for the fiscal year
(hereinafter called the "Base Year"), LESSEE will pay to LESSOR as additional rent hereunder, when and as designated
by notice in writing by LESSOR, _____ percent of such excess that may occur in each year of the term of this lease or
any extension or renewal thereof and proportionately for any part of a fiscal year. If the LESSOR obtains an abatement of
any such excess real estate tax, a proportionate share of such abatement, less the reasonable fees and costs incurred in
obtaining the same, if any, shall be refunded to the LESSEE.
 - A. **TAX ESCALATION**
(fill in or delete)
 - B. **OPERATING COST ESCALATION**
(fill in or delete)
The LESSEE shall pay to the LESSOR as additional rent hereunder when and as designated by notice in writing by COST
LESSOR, _____ percent of any increase in operating expenses over those incurred during the calendar year **n/a** .
Operating expenses are defined for the purposes of this agreement as all costs and expenses incurred (fill in or delete) by
the LESSOR during any calendar year in connection with the operation and maintenance of the land and buildings of
which the leased premises are a part, including without limitation insurance premiums, license fees, janitorial service,
landscaping and snow removal, employee compensation and fringe benefits, equipment and materials, utility costs,
repairs, maintenance and any capital expenditure (reasonably amortized with interest) incurred in order to reduce other
operating expenses or comply with any governmental requirement.
- This increase shall be prorated should this lease be in effect with respect to only a portion of any calendar year.
- C. **CONSUMER PRICE ESCALATION**
(fill in or delete)
(1) LESSEE agrees that in the event the "Consumer Price Index for Urban Wage Earners and Clerical Workers, U.S.
PRICE City Average, All Items (1982-84=100)" (hereinafter referred to as the "Price Index") published by the Bureau of
Labor ESCALATION Statistics of the United States Department of Labor, or any comparable successor or substitute index
designated by the LESSOR appropriately adjusted, reflects an increase in the cost of living over and above the cost of
living as reflected by the Price Index for the month of _____ (hereinafter called the "Base
Price Index"), the fixed rent shall be adjusted in accordance with sub-paragraph (2) of this Article.

COPYRIGHT © 1968
GREATER BOSTON REAL ESTATE BOARD
REVISED 1981, 1994
FORM ID : CB288 PD : 02/03 5000



All rights reserved. This form may not be copied or reproduced in whole or in part in any manner what-soever without the prior express written consent of the Greater Boston Real Estate Board.

(2) Commencing as of the first anniversary of the term commencement date, there shall be an adjustment (hereinafter referred to as "Adjustment") in the fixed rent calculated by multiplying the fixed rent set forth in Article 4 by a fraction, the numerator of which shall be the Price Index for the month of _____ and the denominator of which (for each such fraction) shall be the Base Price Index, PROVIDED, HOWEVER, no Adjustment shall reduce the fixed rent as previously payable in accordance with this Article or Article 4.

(3) In the event the Price Index ceases to use the 1982-84 average of 100 as the basis of calculation, or if a substantial change is made in the terms or number of items contained in the Price Index, then the Price Index shall be adjusted to the figure that would have been arrived at had the manner of computing the Price Index in effect at the date of this lease not been changed.

7. UTILITIES

**delete "air conditioning" if not applicable*

The LESSEE shall pay, as they become due, all bills for electricity and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the leased premises and presently separately metered, and all bills for fuel furnished to a separate tank servicing the leased premises exclusively. The LESSOR agrees to provide all other utility service and to furnish reasonably hot and cold water and reasonable heat and air conditioning* (except to the extent that the same are furnished through separately metered utilities or separate fuel tanks as set forth above) to the leased premises, the hallways, stairways, elevators, and lavatories during normal business hours on regular business days of the heating and air conditioning* seasons of each year, to furnish elevator service and to light passageways and stairways during business hours, and to furnish such cleaning service as is customary in similar buildings in said city or town, all subject to interruption due to any accident, to the making of repairs, alterations, or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service, or supplies from the sources from which they are usually obtained for said building, or to any cause beyond the LESSOR's control.

LESSOR shall have no obligation to provide utilities or equipment other than the utilities and equipment within the premises as of the commencement date of this lease. In the event LESSEE requires additional utilities or equipment, the installation and maintenance thereof shall be the LESSEE's sole obligation, provided that such installation shall be subject to the written consent of the LESSOR.

8. USE OF LEASED PREMISES
(fill in)

The LESSEE shall use the leased premises only for the purpose of **Operating a smoke shop with convenience (no smoking will be allowed in the building at anytime)**

9. COMPLIANCE WITH LAWS

The LESSEE acknowledges that no trade or occupation shall be conducted in the leased premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal by-law or ordinance in force in the city or town in which the premises are situated. Without limiting the generality of the foregoing (a) the LESSEE shall not bring or permit to be brought or kept in or on the leased premises or elsewhere on the LESSOR's property any hazardous, toxic, inflammable, combustible or explosive fluid, material, chemical or substance, including without limitation any item defined as hazardous pursuant to Chapter 21E of the Massachusetts General Laws; and (b) the LESSEE shall be responsible for compliance with requirements imposed by the Americans with Disabilities Act relative to the layout of the leased premises and any work performed by the LESSEE therein.

10. FIRE INSURANCE

The LESSEE shall not permit any use of the leased premises which will make voidable any insurance on the property of which the leased premises are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. The LESSEE shall on demand reimburse the LESSOR, and all other tenants, all extra insurance premiums caused by the LESSEE's use of the premises.

11. MAINTENANCE

A. LESSEE'S OBLIGATIONS

The LESSEE agrees to maintain the leased premises in good condition, damage by fire and other casualty only excepted, and whenever necessary, to replace plate glass and other glass therein, acknowledging that the leased premises are now in good order and the glass whole. The LESSEE shall not permit the leased premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. LESSEE shall obtain written consent of LESSOR before erecting any sign on the premises.

B. LESSOR'S OBLIGATIONS

The LESSOR agrees to maintain the structure of the building of which the leased premises are a part in the same condition as it is at the commencement of the term or as it may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance is required because of the LESSEE or those for whose conduct the LESSEE is legally responsible.

12. ALTERATIONS - ADDITIONS

The LESSEE shall not make structural alterations or additions to the leased premises, but may make non-structural alterations provided the LESSOR consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at LESSEE's expense and shall be in quality at least equal to the present construction. LESSEE shall not permit any mechanics' liens, or similar liens, to remain upon the leased premises for labor and material furnished to LESSEE or claimed to have been furnished to LESSEE in connection with work of any character performed or claimed to have been performed at the direction of LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR.

Any alterations that may arise in the course of building out the space for use will be born at the cost of the Lessee

Any alterations or improvements made by the LESSEE shall become the property of the LESSOR at the termination of occupancy as provided herein.

13. ASSIGNMENT - SUBLEASING
The LESSEE shall not assign or sublet the whole or any part of the leased premises without LESSOR's prior written consent. Notwithstanding such consent, LESSEE shall remain liable to LESSOR for the payment of all rent and for the full performance of the covenants and conditions of this lease.
14. SUBORDINATION
This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the leased premises are a part and the LESSEE shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage, deeds of trust or other such instruments in the nature of a mortgage.
15. LESSOR'S ACCESS
The LESSOR or agents of the LESSOR may, at reasonable times, enter to view the leased premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as LESSOR should elect to do and may show the leased premises to others, and at any time within three (3) months before the expiration of the term, may affix to any suitable part of the leased premises a notice for letting or selling the leased premises or property of which the leased premises are a part and keep the same so affixed without hindrance or molestation.
16. INDEMNIFICATION AND LIABILITY
(fill in)
The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by anything occurring on the leased premises unless caused by the negligence or misconduct of the LESSOR, and from all loss damage wherever occurring occasioned by any omission, fault, neglect or other misconduct of the LESSEE. The removal of snow and ice from the sidewalks bordering upon the leased premises shall be , including the rear stairs are the lessee's responsibility.
17. LESSEE'S LIABILITY INSURANCE
(fill in)
The LESSEE shall maintain with respect to the leased premises and the property of which the leased premises are a part comprehensive public liability insurance in the amount of \$2,000,000.00 with property damage insurance in limits of \$300,000 in responsible companies qualified to do business in Massachusetts and in good standing therein insuring the LESSOR as well as LESSEE against injury to persons or damage to property as provided. The LESSEE shall deposit with the LESSOR certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled without at least ten (10) days prior written notice to each assured named therein.
18. FIRE, CASUALTY - EMINENT DOMAIN
Should a substantial portion of the leased premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSOR may elect to terminate this lease. When such fire, casualty, or taking renders the leased premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the LESSEE may elect to terminate this lease if:
(a) The LESSOR fails to give written notice within thirty (30) days of intention to restore leased premises, or
(b) The LESSOR fails to restore the leased premises to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty or taking.
The LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the leased premises for any taking by eminent domain, except for damage to the LESSEE's fixtures, property, or equipment.
19. DEFAULT AND BANKRUPTCY
(fill in)
In the event that:
(a) The LESSEE shall default in the payment of any installment of rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof; or
(b) The LESSEE shall default in the observance or performance of any other of the LESSEE's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or
(c) The LESSEE shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of LESSEE's property for the benefit of creditors,

then the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the leased premises, to declare the term of this lease ended, and remove the LESSEE's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reason of such termination during the residue of the term. If the LESSEE shall default, after reasonable notice thereof, 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 thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection 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 rate of 18.000 percent per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

20. NOTICE
(fill in)
- Any notice from the LESSOR to the LESSEE relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if left at the leased premises addressed to the LESSEE, or if mailed to the leased premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSEE. Any notice from the LESSEE to the LESSOR relating to the leased premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LESSOR by registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSOR at such address as the LESSOR may from time to time advise in writing. All rent notices shall be paid and sent to the LESSOR at **18 Washington Street, Suite 305., Canton, MA 02021**
21. SURRENDER
- The LESSEE shall at the expiration or other termination of this lease remove all LESSEE's goods and effects from the leased premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the leased premises). LESSEE shall deliver to the LESSOR the leased premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the leased premises, in good condition, damage by fire or other casualty only excepted. In the event of the LESSEE's failure to remove any of LESSEE's property from the premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE's expense, or to retain same under LESSOR's control or to sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.
22. BROKERAGE
(fill in or delete)
- The Broker(s) named herein **n/a**
- warrant(s) that he (they) is (are) duly licensed as such by the Commonwealth of Massachusetts, and join(s) in this agreement and become(s) a party hereto, insofar as any provisions of this agreement expressly apply to him (them), and to any amendments or modifications of such provisions to which he (they) agree(s) in writing.
- LESSOR agrees to pay the above-named Broker upon the term commencement date a fee for professional services of **n/a** or pursuant to Broker's attached commission schedule. The LESSEE warrants and represents that it has dealt with no other broker entitled to claim a commission in connection with this transaction and shall indemnify the LESSOR from and against any such claim, including without limitation reasonable attorneys' fees incurred by the LESSOR in connection therewith.
23. CONDITION OF PREMISES
- Except as may be otherwise expressly set forth herein, the LESSEE shall accept the leased premises "as is" in their condition as of the commencement of the term of this lease, and the LESSOR shall be obligated to perform no work whatsoever in order to prepare the leased premises for occupancy by the LESSEE.
24. FORCE MAJEURE
- In the event that the LESSOR is prevented or delayed from making any repairs or performing any other covenant hereunder by reason of any cause reasonably beyond the control of the LESSOR, the LESSOR shall not be liable to the LESSEE therefor nor, except as expressly otherwise provided in case of casualty or taking, shall the LESSEE be entitled to any abatement or reduction of rent by reason thereof, nor shall the same give rise to a claim by the LESSEE that such failure constitutes actual or constructive eviction from the leased premises or any part thereof.
25. LATE CHARGE
- If rent or any other sum payable hereunder remains outstanding for a period of ten (10) days, the LESSEE shall pay to the LESSOR a late charge equal to one and one-half percent (1.5%) of the amount due for each month or portion thereof during which the arrearage continues.
26. LIABILITY OF OWNER
- No owner of the property of which the leased premises are a part shall be liable hereunder except for breaches of the LESSOR's obligations occurring during the period of such ownership. The obligations of the LESSOR shall be binding upon the LESSOR's interest in said property, but not upon other assets of the LESSOR, and no individual partner, agent, trustee, stockholder, officer, director, employee or beneficiary of the LESSOR shall be personally liable for performance of the LESSOR's obligations hereunder.
27. OTHER PROVISIONS
- It is also understood and agreed that
- **The 1st rental payment will be due January 1, 2021 and continue at a rate of \$1404 per month until February 28, 2021 at which time the rent will increase to \$1502.28 beginning on March 1, 2021 and ending on February 28, 2022**
- *There is one unassigned parking space at the rear of the building for the Lessee that are included in the lease of this commercial storefront.**

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this 31st day of December, 2020

Kenny Corp (dba: E-Z Smoke Shop) 12/31/2020

LESSEE Kenny Corp (dba: E-Z Smoke Shop)

LESSEE Bhavesh Patel- President

LESSOR BIZ1 LLC 12/31/2020 5:18:40 PM EST

LESSOR

For

A LICENSE TO SELL BEER AND WINE

Mr. Patel, the owner and operator of E Z Smoke has petitioned the Town of Hull for a license to sell Beer and Wine at his store at 127 A Nantasket Avenue, Hull, MA 02045.

Please sign below with your address if you support him obtaining the license:

INDIVIDUAL

ADDRESS:

Jerry Perry	147 nan ave
Jon Arsh	1 A St #404 Hull, MA
Stephanie Ditter	452R Nantasket Ave Hull Ma.
Abba Flanagan	637 nantasket ave Hull
Chris Daniels	158 Cadish Ave Hull Ma.
Natalie Daniels	158 Cadish Ave
Dana Rodger	17 H ST Hull, MA
Joshua Paula	8 shore garden road
Yvonne B. Babin	49 Waverly Ave li
Adelina Coughlin	125 Sunset Ave #4 Hull
Rachel Lesinski	13 Nantasket Ave
Caleb Good	54 Wyola Road
Gregory Hastings	9 Park Ave #310 Hull
Robert Tushnet	24 P street
Max Caron	Transport Rd
Rich Lapriore	52 Beach Rd
Maria Batras	11 Porrazza Rd

E Z Smoke Shop Application To Town Of Hull

For

A LICENSE TO SELL BEER AND WINE

Mr. Patel, the owner and operator of E Z Smoke has petitioned the Town of Hull for a license to sell Beer and Wine at his store at 527 4 Nantasket Avenue, Hull, MA 02045.

Please sign below with your address if you support him obtaining the license:

INDIVIDUALS

ADDRESS:

Gilbert Rebello	46 Stafford Rd Hull MASS 02045
Kathryn Ryan	204 North Truro, Hull, MA 02045
Richard Crossick	99 Revere St Hull MA 02045
Bill Meyer	11 Roosevelt Hull MA 02045
Brian Mullen	40 Lynn Ave Hull MA 02045
John Mullen	144 Kingsley Rd #1 Hull MA
Jim Alibrand	32 Common Ct Hull
JR Messia	102 Eden St Hull MA
Aug O'Brien	71A Bay St Hull MA 02045
Del Martin	38 Bates St Hull
Jean Luczynski	628 Nantasket Ave Hull
Jackie Lynch	34 B St Hull
Todd	556 NANTASKET AVE #4
Julie C. Orger	1 Hargrave Rd.
Nancy Jones	11 H St, Hull MA 02045
Pat	162 East St
Amee Ballou	26 Veterans Rd Hull MA 02045

E Z Smoke Shop Application To Town Of Hull

For

A LICENSE TO SELL BEER AND WINE

Mr. Patel, the owner and operator of E Z Smoke has petitioned the Town of Hull for a license to sell Beer and Wine at his store at 527 4 Nantasket Avenue, Hull, MA 02045.

Please sign below with your address if you support him obtaining the license:

INDIVIDUAL	ADDRESS:
Karen Mailly	107 Samoset Ave.
Maria Writzel	90 Mariner Ave
Sean Clabby	1621 Avalon Drive
Rob Mosher	551 Nantasket
Richard Martens	469 Nantasket Ave
Joel Whitcomb	31 Kenberna St
Matt Ranson	5 Belmont St
Tracey Marshall	191 Spring St.
J. Morey	115 Nantasket Rd
Frances Alexandra	125 Samoset Ave
Debbie Shields	28 Merrill Rd, Hull
Keith Newcomb	14 S. St Hull MA 02045
Tony Benicewicz	80 Moxon Ave Hull
Andrew Ken	33 B St Hull 02045
Paul Pelt	37 Massasoit Ave 02045
GENEVIEVE MANN	3 Prospect Ave
C. Comeau	169 Nan. Ave.

E Z Smoke Shop Application To Town Of Hull

For

A LICENSE TO SELL BEER AND WINE

Mr. Patel, the owner and operator of E Z Smoke has petitioned the Town of Hull for a license to sell Beer and Wine at his store at 527 A Nantasket Avenue, Hull, MA 02045.

Please sign below with your address if you support him obtaining the license:

INDIVIDUAL:	ADDRESS:
Sara Whitman	35 K Street Hull
Mart / Anna	110 SPRING ST
GARY BARTON	1165 NANTASKET AVE
John / Lisa	3 4th St Hull
Carol / John	127 Manomet Ave
John / Vire	509 Nantasket Ave
RV Sullivan	418 Newport Rd Hull
Pat	64 Waverly Ave
Deborah / Alan	10 Malibu St, Apt 5, Hull, MA
Sara / Roger	131 Kennedy Rd
Matthew / Holly	16 D St
Robert / Robert	750 NANTASKET AVE
Robert / Kimberly	46 B ST HULL
Ed /	7 Maple St
Joe O'Brien	48 A Massasoit Ave
Joe Carroll	873 Nantasket Ave
Brian / Phil	48 Linden Dr.
John W. / Jim	47 Massasoit Ave

E Z Smoke Shop Application To Town Of Hull

For

A LICENSE TO SELL BEER AND WINE

Mr. Patel, the owner and operator of E Z Smoke has petitioned the Town of Hull for a license to sell Beer and Wine at his store at 527 A Nantasket Avenue, Hull, MA 02045.

Please sign below with your address if you support him obtaining the license:

INDIVIDUAL:

ADDRESS:

Jan J. Dwyer 74 Touraine Ave Hull, MA

Robert Milne 144 Kingsley Rd Hull, MA

Rian Santos 55 N Street Hull-MA

Annette Fougere 149 Spring St. Hull MA

Tammy Callahan 530 Nantasket Ave Hull, MA

Michael McEnnis 778 Nantasket Ave. Hull

May B 31 E St Hull

Jeremy M. Shaw Kingsley Rd

Walter Tarnie Hull MA

Charles Baldwin 29 C Street

Ally R. Hall 480 Newport Rd Hull

559 NANTASKET AVE

537 NANTASKET AVE

28 Pomazys Rd.

474 nantasket ave.

54 Packard Ave.

135 Manomet Ave

E Z Smoke Shop Application To Town Of Hull

For

A LICENSE TO SELL BEER AND WINE

Mr. Patel, the owner and operator of E Z Smoke has petitioned the Town of Hull for a license to sell Beer and Wine at his store at 527 A Nantasket Avenue, Hull, MA 02045.

Please sign below with your address if you support him obtaining the license:

INDIVIDUAL:

ADDRESS:

Toby Sabbag	157 Nantasket Ave	Hull
Jenna Bailey	69 Nantasket Ave	Hull MA
Bryan Vieira	569 Nantasket Ave	Hull, MA
William Power	144 Kingsley Ave	Hull MA
Tom COLLINS	87 SAMOSSET AVE	HULL, MA
John Buckler	610 Nantasket	Hull MA
Ken Morgan	42 Padua Ave	Hull MA
Jack Miller	691 Nantasket Ave	Hull MA
Lydia Maloney	70 Lynn Ave	Hull MA
Evan Garofola	6 D Street	Hull MA
Corey Knight	822 Nantasket ave	Hull, MA.
Heather Harrigan	544 Nantasket ave	Hull MA
April Caughlin	544 Nantasket ave	Hull MA
Walter Roberts		HULL, MA
MALISSA BROWN		HULL, MA
Katie Pen	137 Kingsley Rd.	Hull, MA
Shirley Lynn	558 Nantasket Ave #5	Hull

E Z Smoke Shop Application To Town Of Hull

For

A LICENSE TO SELL BEER AND WINE

Mr. Patel, the owner and operator of E Z Smoke has petitioned the Town of Hull for a license to sell Beer and Wine at his store at 527 A Nantasket Avenue, Hull, MA 02045.

Please sign below with your address if you support him obtaining the license:

INDIVIDUAL:

ADDRESS:

<i>[Signature]</i>	Hull Ma.
<i>[Signature]</i>	Hull ma
Brown P. Allen	HULL MA
Robert Bailey	Hull, Ma.
Susan M. LaFleur	Hull Ma.
Michael Giello	Hull, MA.
<i>[Signature]</i>	HULL MA
<i>[Signature]</i>	Hull MA
<i>[Signature]</i>	Hull MA
<i>[Signature]</i>	Hull MA
<i>[Signature]</i>	Hull MA
<i>[Signature]</i>	Hull MA
Andrew Pham	Hull, MA
Margaret Meyer	Hull MA
Cathleen Murphy	133 Beach Av. Hull
Jelly Knight	27 Bay St Hull
<i>[Signature]</i>	6065+ HULL MA
J. Zee	6065+ Hull

E Z Smoke Shop Application To Town Of Hull

For

A LICENSE TO SELL BEER AND WINE

Mr. Patel, the owner and operator of E Z Smoke has petitioned the Town of Hull for a license to sell Beer and Wine at his store at 527 Nantasket Avenue, Hull, MA 02045.

Please sign below with your address if you support him obtaining the license:

INDIVIDUAL: _____ ADDRESS: _____

James Shaffer 530 NANTASKET AVE

Leon Taylor 27 Whitehead Ave.

Kenneth 165 Nantasket Ave

W. H. Davis 105 Fenwick

James R. Bell 505 Nantasket Ave

Don Smith - " "

Mark 407 Nantasket Ave

Dianne Swell 22 Belmont Street Hull MA 02045

Clinton Pendleton 102 Nantasket Ave

Michael W. Donoghue 1 Rowley St.

Walter Middle 102 Revere St Hull

Mark 25A Gunrock Ave Hull

Ben Cyle 37 Wuthup Ave Hull

Bob Seeger 58 DARIM Rk

Lon Cost 716 NANTASKET Ave

Lee R. Richardson 24 Whitehead Ave

E Z Smoke Shop Application To Town Of Hull

For

A LICENSE TO SELL BEER AND WINE

Mr. Patel, the owner and operator of E Z Smoke has petitioned the Town of Hull for a license to sell Beer and Wine at his store at 527 A Nantasket Avenue, Hull, MA 02045.

Please sign below with your address if you support him obtaining the license:

INDIVIDUAL: ADDRESS:

<i>[Signature]</i>	13 Hillside Rd Hull, Ma
<i>[Signature]</i>	45 Massasoit Ave Apt 3 Hull Ma
<i>[Signature]</i>	36 HAMPTON CIR Hull, Ma
<i>[Signature]</i>	
<i>[Signature]</i>	544A Nantasket Ave, #2
<i>[Signature]</i>	132 Bay Street #3
<i>[Signature]</i>	1 Porrazzo Rd
<i>[Signature]</i>	37 Bay St #3
<i>[Signature]</i>	37 Bay St #2
<i>[Signature]</i>	15 Hampton Cir
<i>[Signature]</i>	91 Edgewater Rd Hull
<i>[Signature]</i>	537 NANTASKET AVE
<i>[Signature]</i>	18 Hillside Rd
<i>[Signature]</i>	102 Revere St
<i>[Signature]</i>	31 Sagamore terrace
<i>[Signature]</i>	11 Birgton Rd.
<i>[Signature]</i>	11 Porrazzo road