



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

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
<input type="text" value="On-Premises-12"/>	<input type="text" value="§12 Restaurant"/>	<input type="text" value="All Alcoholic Beverages"/>	<input type="text" value="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.

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 FEIN

DBA Manager of Record

Street Address

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.

Total Square Footage: Number of Entrances: Seating Capacity:

Number of Floors: Number of Exits: Occupancy Number:

4. APPLICATION CONTACT

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

Name: Phone:

Title: Email:

All Alcoholic (annual) as a restaurant at 43 Hull Shore Drive. Premises to be licensed consists of a 6,000 sq. ft. restaurant facility. The restaurant has an exterior deck located on the easterly side of the premises, a breakfast/lunch/dinner dining area, a bar area and a kitchen facility with a storage area. The primary entrance/exit is located on the northerly side of the building. There are two exits from the restaurant premises located on the easterly side of the building and four exists located on the southerly side of the restaurant building (one of which leads to the exterior ground and three leading from the interior of the hotel to the swimming pool area and then to the exterior of the building). A single exit is located on the westerly side of the building.

APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

Entity Legal Structure	LLC	Date of Incorporation	04/21/2020
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
JON EDWARD COHEN	:		

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
MEMBER	32.5	<input checked="" type="radio"/> Yes <input type="radio"/> No	<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
DOUGLAS DREW COHEN	:		

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
MEMBER	32.5	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
EUGENE STEPHEN GOLDS	:		

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
MEMBER	17.5	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
LARRY MILES GOLDSTEIN	:		

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
MEMBER	17.5	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" 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	<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
SEE ATTACHED LIST			

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
SEE ATTACHED LIST			

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 NANTASKET HOTEL OWNER LLC

Landlord Phone

Landlord Email DMCCALL@NEWPORTHOTELGROUP.CO

Landlord Address

Lease Beginning Date 04/15/2020

Rent per Month

Lease Ending Date 04/15/2025

Rent per Year

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

Yes No

Question 6A

Name	License Type	License Name	Municipality
Jon Cohen	Retail Liquor	Harborview Hotel Investors LLC	Hyannis, MA
Douglas Cohen	Retail Liquor	Harborview Hotel Investors LLC	Hyannis, MA
Eugene Goldstein	Retail Liquor	Harborview Hotel Investors LLC	Hyannis, MA
Larry Goldstein	Retail Liquor	Harborview Hotel Investors LLC	Hyannis, MA
Jon Cohen	Retail Liquor	Inn on the Square LLC	Falmouth, MA
Douglas Cohen	Retail Liquor	Inn on the Square LLC	Falmouth, MA
Eugene Goldstein	Retail Liquor	Inn on the Square LLC	Falmouth, MA
Larry Goldstein	Retail Liquor	Inn on the Square LLC	Falmouth, MA
Jon Cohen	Retail Liquor	BHI LLC	Bristol RI
Douglas Cohen	Retail Liquor	BHI LLC	Bristol RI
Eugene Goldstein	Retail Liquor	BHI LLC	Bristol RI
Larry Goldstein	Retail Liquor	BHI LLC	Bristol RI
Jon Cohen	Retail Liquor	229 George Street LLC	New Haven CT
Douglas Cohen	Retail Liquor	229 George Street LLC	New Haven CT
Eugene Goldstein	Retail Liquor	229 George Street LLC	New Haven CT
Larry Goldstein	Retail Liquor	229 George Street LLC	New Haven CT
Jon Cohen	Retail Liquor	Snake River Lodge Hotel Investors LLC	Teton Village WY
Douglas Cohen	Retail Liquor	Snake River Lodge Hotel Investors LLC	Teton Village WY
Eugene Goldstein	Retail Liquor	Snake River Lodge Hotel Investors LLC	Teton Village WY
Larry Goldstein	Retail Liquor	Snake River Lodge Hotel Investors LLC	Teton Village WY
Jon Cohen	Retail Liquor	JonDoug LLC	North Conway NH
Douglas Cohen	Retail Liquor	JonDoug LLC	North Conway NH
Jon Cohen	Retail Liquor	First Beach LLC	Middletown RI
Douglas Cohen	Retail Liquor	First Beach LLC	Middletown RI
Jon Cohen	Retail Liquor	Nantasket NHG LLC	Hull MA
Douglas Cohen	Retail Liquor	Nantasket NHG LLC	Hull MA
Eugene Goldstein	Retail Liquor	Nantasket NHG LLC	Hull MA
Larry Goldstein	Retail Liquor	Nantasket NHG LLC	Hull MA

Question 6B

Name	License Type	License Name	Municipality
Jon Cohen	Retail Liquor	30 Whalley Avenue LLC	New Haven CT
Douglas Cohen	Retail Liquor	30 Whalley Avenue LLC	New Haven CT
Eugene Goldstein	Retail Liquor	30 Whalley Avenue LLC	New Haven CT
Larry Goldstein	Retail Liquor	30 Whalley Avenue LLC	New Haven CT

Jon Cohen	Retail Liquor	3580 East Main Street LLC	Waterbury CT
Douglas Cohen	Retail Liquor	3580 East Main Street LLC	Waterbury CT
Eugene Goldstein	Retail Liquor	3580 East Main Street LLC	Waterbury CT
Larry Goldstein	Retail Liquor	3580 East Main Street LLC	Waterbury CT

Jon Cohen	Retail Liquor	Hotel Viking LLC	Newport RI
Douglas Cohen	Retail Liquor	Hotel Viking LLC	Newport RI

Jon Cohen	Retail Liquor	GA Hyannis LLC	Hyannis MA
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11. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement?
If yes, please fill out section 11.

Yes No

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 style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	
Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>
Title and or Position	Percentage of Ownership	Director	US Citizen
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN		DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>		<input style="width: 95%;" type="text"/>
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" 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 style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>		<input style="width: 95%;" type="text"/>
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" 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 style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>		<input style="width: 95%;" type="text"/>
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" 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

Management Agreement Entity Officer/LLC Manager

Signature:

Signature:

Title:

Title:

Date:

Date:

ADDITIONAL INFORMATION

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

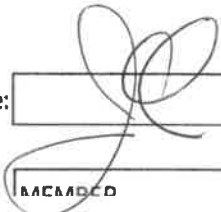
I, JON COHEN the: sole proprietor; partner; corporate principal; LLC/LLP manager
Authorized Signatory

of PARAGON GRILL LLC
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: 
Title: MANAGER

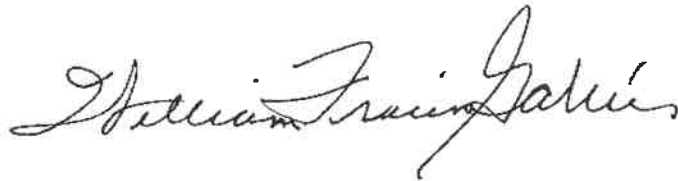
Date: 4/29/2020

BUSINESS STRUCTURE DOCUMENTS

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:

April 21, 2020 11:05 AM

A handwritten signature in cursive script that reads "William Francis Galvin". The signature is written in black ink and is centered on the page.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

MANAGER APPLICATION

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 40+

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
2019	2020	GENERAL MANAGER	CANDLEWOOD SUITES, VIRGINIA BEACH	JAY WASHINGTON
2015	2019	GENERAL MANAGER	MYSTIC HOTEL, SAN FRANCISCO, CA	NADEEN BEYER

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

CORPORATE VOTE

CORPORATE VOTE

The Board of Directors or LLC Managers of

PARAGON GRILL LLC

Entity Name

duly voted to apply to the Licensing Authority of

HULL

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

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="text"/> | <input type="checkbox"/> Change of DBA |

"VOTED: To authorize

JON COHEN

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

TAYLOR HOUSH

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,

Corporate Officer / LLC Manager Signature

Jon Cohen

(Print Name)

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

(Print Name)

FINANCIAL DISCLOSURE

APPLICATION FOR A NEW LICENSE

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	
B. Purchase Price for Business Assets	
C. Other * (Please specify below)	
D. Total Cost	

*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
Total:	

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.

SEPARATING LIQUOR LICENSE FROM EXISTING HOTEL (EXISTING OWNERSHIP GROUP) LIQUOR LICENSE SO THAT RESTAURANT FACILITY AND BANQUET FACILITY WILL BE SEPARATELY LICENSED.

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?

LEASE

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "**Lease**") is hereby made and entered into as of March 6, 2020 ("**Execution Date**") by and between NANTASKET HOTEL OWNER LLC, a Rhode Island limited liability company with an address c/o Newport Hotel Group, 28 Jacome Way, Middletown, RI 02842 ("**Landlord**"), and PARAGON GRILL LLC., a Massachusetts corporation with an address of 26 Turner Road, Scituate, MA 02066 d/b/a "Paragon Grill" ("**Tenant**").

1. LEASE GRANT; TERM; APPURTENANT RIGHTS; EXCLUSIONS

1.1 Lease Grant. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, certain premises consisting of a portion of the building located at 45 Hull Shore Drive, Hull, Massachusetts (the "**Premises**"), as more particularly shown on the building floor plan attached hereto as **Exhibit A** ("**Floor Plan**"), and incorporated herein, upon and subject to the terms and conditions of this Lease, for a term (the "**Term**") commencing as of the date Landlord tenders possession of the Premises to Tenant (the "**Commencement Date**") and, unless earlier terminated as provided herein, continuing for five (5) Lease Years (as defined below) thereafter. The Premises, together with the land on which it and the Nantasket Beach Resort (the "**Hotel**"), operated by an affiliate of Landlord, Nantasket NBR LLC, a Massachusetts limited liability company (the "**Hotel Operator**"), are located, is hereinafter referred to as the "**Property**" and is more particularly shown on the site plan attached hereto as **Exhibit B** and made a part hereof ("**Site Plan**"). Landlord hereby agrees to use commercially reasonable efforts to deliver possession of the Premises to Tenant on March 15, 2020. The "**Rent Commencement Date**" shall mean the date that is thirty (30) days following the Commencement Date, whether or not Tenant opens for business to the public at the Premises by such date. A "**Lease Year**" shall mean a period of twelve (12) consecutive months during the Term; however, the first Lease Year shall commence on the Rent Commencement Date and expire at the end of the twelfth (12th) full calendar month following the Rent Commencement Date.

1.2 Furniture, Fixtures and Equipment. Tenant shall have the right, during the term of this Lease, to use all furniture, fixtures, and equipment currently on or in the Premises including but not limited to all kitchen equipment, cooking utensils, dishes, plates, eating utensils and related items, chairs, tables and other related furnishings or equipment listed on **Exhibit C** to this Lease (collectively, the "**Furniture and Equipment**"). Tenant shall take the Furniture and Equipment in the same condition in which the Furniture and Equipment is in as of the Commencement Date, without any representation or warranty by Landlord to Tenant, either express or implied, as to the condition of the Furniture and Equipment, Landlord hereby expressly disclaiming any implied warranty of merchantability or fitness for a particular purpose with respect to the Furniture and Equipment. Tenant shall: (i) maintain the Furniture and Equipment in the same condition in which it is delivered to Tenant, reasonable wear and tear excepted, such obligation to include repairing and replacing with like-kind items any of the Furniture and Equipment if it is damaged, lost, or are no longer in good working condition; (ii) not remove from the Premises or alter any item of Furniture and Equipment except with the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed; (iii) throughout the Term, obtain and maintain property insurance and deliver to Landlord evidence thereof, as required in Section 9.1 below; and (iv) at the expiration or earlier termination of the Term, Tenant shall surrender the Furniture and Equipment to Landlord in the condition the same

was in as of the Commencement Date, reasonable wear and tear excepted. At all times during the Term (as the same may be extended), the Furniture and Equipment shall remain the personal property of Landlord.

1.3 No Recording. Tenant shall not record this Lease or any portion hereof, a memorandum of this Lease and/or a notice of this Lease.

1.4 Appurtenant Rights. Tenant shall have, as appurtenant to the Premises, rights to use in common, with others entitled thereto, subject to the Rules and Regulations (hereinafter defined) the following areas (such areas are hereinafter referred to as the “**Common Areas**”): (i) the common walkways necessary for access to the Premises, as shown on the Site Plan, (ii) common parking and loading areas as shown on the Site Plan; (iii) the common restrooms (“**Common Restrooms**”) and hallway between the Premises and the Hotel lobby, as shown on the Floor Plan; (iv) the common dumpster in the location shown on the Site Plan (the “**Common Dumpster**”); and (v) other areas designated by Landlord from time to time for the common use of Tenants and others entitled thereto, including without limitation patrons of the Hotel; and no other appurtenant rights or easements. Except as expressly set forth in the preceding sentence, Tenant and Tenant’s employees shall exclusively use the door shown on the Floor Plan.

1.5 Tenant’s Access. During the Term, Tenant shall have access to the Premises twenty-four (24) hours a day, seven (7) days a week, subject to all applicable laws, ordinances, rules, regulations, statutes, by-laws, court decisions and orders and requirements of all public authorities (collectively, “**Legal Requirements**”), the terms of this Lease and matters of record.

1.6 Exclusions. The following are expressly excluded from the Premises and reserved to Landlord: all the perimeter walls of the Premises (except the inner surfaces thereof), the Common Areas, and any space in or adjacent to the Premises used for shafts, stacks, pipes, conduits, wires and appurtenant fixtures, fan rooms, ducts, electric or other utilities, sinks or other Building facilities, and the use of all of the foregoing, except as expressly permitted pursuant to Section 1.4 above.

1.7 Condition of the Premises. Tenant acknowledges and agrees that Tenant is leasing the Premises in their “AS IS,” “WHERE IS” condition and with all faults on the Commencement Date, without representations or warranties, express or implied, in fact or by law, of any kind, and without recourse to Landlord. Tenant further acknowledges that the Furniture and Equipment is located in the Premises.

2. RIGHTS RESERVED TO LANDLORD

2.1 Additions and Alterations. Landlord reserves the right, at any time and from time to time, to make such changes, alterations, additions, improvements, repairs or replacements in or to the street entrances and/or the Common Areas, as it may deem necessary or desirable, provided, however, that there be no material obstruction of visibility of, access to, or material interference with the use and enjoyment of, the Premises by Tenant and Landlord gives Tenant reasonable notice prior to commencement of the work. Subject to the foregoing, Landlord expressly reserves the right to temporarily close all, or any portion, of the Common Areas for the purpose of making repairs or changes thereto.

2.2 Additions to the Property. Landlord may at any time or from time to time construct additional improvements in all or any part of the Property, including, without limitation, adding additional buildings or changing the location or arrangement of any improvement in or on the Property or all or any part of the Common Areas thereof, or add or deduct any land to or from the Property.

2.3 Name and Address of the Premises and/or Property. Landlord reserves the right at any time and from time to time to change the name or address of the Premises and/or the Property, provided Landlord gives Tenant at least three (3) months' prior written notice thereof.

2.4 Landlord's Access. Subject to the terms hereof, Tenant shall (a) upon as much advance notice as is practical under the circumstances, and in any event at least twenty-four (24) hours' prior notice (which notice may be oral and no notice shall be required in emergency situations), permit Landlord and any holder of a Mortgage (hereinafter defined), and their agents, employees and contractors, to have free and unrestricted access to and to enter upon the Premises at all reasonable hours for the purposes of inspection, making repairs, replacements or improvements in or to the Premises or equipment therein (including, without limitation, sanitary, electrical, heating, air conditioning or other systems), complying with all Legal Requirements, or exercising any right reserved to Landlord under this Lease (including without limitation the right to take upon or through, or to keep and store within the Premises all necessary materials, tools and equipment); and (b) permit Landlord and its agents and employees, at reasonable times, upon reasonable advance notice, to show the Premises to any prospective Mortgagee (hereinafter defined) or purchaser of the Premises and/or the Property or of the interest of Landlord therein, and, during the last twelve (12) months of the Term, prospective tenants. Landlord shall retain a key to the Premises for purposes of emergency access.

2.5 Pipes, Ducts and Conduits. Tenant shall permit Landlord to erect, use, maintain and relocate pipes, ducts and conduits in and through the Premises, provided the same do not materially reduce the floor area or materially adversely affect the appearance thereof unless otherwise required by Legal Requirements.

2.6 Minimize Interference. Except in the event of an emergency, Landlord shall use commercially reasonable efforts to minimize any interference with Tenant's business operations and use and occupancy of the Premises in connection with the exercise any of the foregoing rights under this Section 2 and shall give Tenant reasonable notice prior to commencement of the work.

3. USE OF PREMISES; OPERATIONAL REQUIREMENTS.

3.1 Permitted Use; Continuous Operation. Subject to and in accordance with all Legal Requirements (as defined in Section 13 below), Tenant shall (i) open for business in the Premises for the Permitted Use (defined below) on or before the Required Completion Date (as hereinafter defined), and (ii) during the Hours of Operation (defined below) continuously during each Lease Year use the Premises only for the operation of a full service restaurant and bar comparable to the Galley Kitchen and Bar in Scituate, Massachusetts operated by an affiliate of Tenant, serving lunch and dinner for on-premises consumption under the trade name of "Galley Nantasket" unless another name is previously approved in writing by Landlord (the "**Permitted Use**"), and for no other use without the prior written consent of Landlord, which consent may be

given or withheld in Landlord's sole discretion. Tenant shall use its best efforts to operate and manage its restaurant operations at the Premises in a first quality manner. In operating Tenant's business at the Premises, Tenant shall comply with the Rules and Regulations attached hereto as **Exhibit F**.

3.2 Hours of Operation. Initially, Tenant shall continuously keep the Premises open for business for lunch and dinner per the following schedule ("**Hours of Operation**"):

Memorial Day to Columbus Day: 7 days/week 11:30 a.m. – 11:00 p.m.

Day after Columbus Day to day before Memorial Day:

Lunch – Weekends and Holidays 11:30 a.m. - 2:00 p.m.

Dinner – Tuesday-Sunday 5:30 p.m. - 11:00 p.m.

During the Term, Tenant may increase the Hours of Operation provided Tenant obtains Landlord's prior written consent thereto which consent shall not be unreasonably withheld. Tenant may not decrease the Hours of Operation without first obtaining Landlord's consent thereto, which consent may be given or withheld in Landlord's sole discretion. Tenant shall provide light to the display windows of the Premises, if any, and to all exterior signs and turn the same off during such hours and on such days and dates to the extent reasonably required by Landlord from time to time. A management or supervisory representative of Tenant shall properly supervise and oversee all operations at the Premises and shall be readily available to assist his or her staff and employees with regard to the operation thereof

3.3 Restaurant Manager. Tenant acknowledges that the manner of operation of the Premises is of vital importance to Landlord because of its relationship to the Hotel and, as a result, this Lease is on the express condition that the Premises will be operated throughout the Term for the Permitted Use and strictly in accordance with the terms of this Lease. Tenant further agrees that the Premises shall be managed by an experienced restaurant manager consistent to support the theme and concept of the restaurant.

3.4 Menu. At all times during the Term, Tenant shall offer a menu substantially similar to the menu attached hereto as **Exhibit H** and made a part hereof ("**Initial Menu**"). Tenant shall have the right to make changes to the Initial Menu subject to the approval of Landlord, such approval not to be unreasonably withheld, conditioned or delayed.

3.5 Operational Requirements. Tenant shall use its best efforts in the management and operation of the Premises so that the Premises will be operated and maintained in a high quality manner. In pursuance of the foregoing, Tenant shall perform and be solely responsible for the following services:

(a) **Hiring and Payment of Employees:** Tenant shall be solely responsible for the hiring and payment of all the employees hired in connection with the operation of the restaurant facilities including but not limited to cooks, waitstaff, and bartenders. Tenant shall insure that all employees are properly trained and certified and are familiar with the rules and regulations of the Town of Hull licensing authority(ies) with regard to food and liquor service, restaurant service, and/or entertainment. Tenant and Manager shall have the full and exclusive authority to hire, promote, discharge, and supervise the work of Tenant's employees working at

the Premises. All of such employees shall be on Tenant's payroll and Landlord shall not be liable to such employees for their wages or compensation, nor to Tenant or others for any act or omission on the part of such employees. Tenant shall comply with all Legal Requirements relating to such employees.

(b) **Employee Conduct:** Tenant, and not Landlord, will be responsible for controlling methods and manner of work to be performed in the Premises. Tenant shall ensure that its employees shall at all times conduct themselves in a professional manner and appearance commensurate with their duties. Tenant shall require that its employees not arrive at the Property any sooner than 20 minutes prior to commencement of their shift and that at the conclusion of their shift Tenant's employees leave the Property immediately. Tenant shall see to it and insure that after conclusion of a shift no employee remains at the Property and drinks any alcoholic beverages anywhere at the Property or within the Hotel. Tenant shall provide its employees with and require that they wear a clean and neat uniform with a name tag indicating that they are employees of Tenant. Landlord shall have the right to require that Tenant exclude from the Premises any person who in its reasonable judgment has engaged in behavior or conduct or acted in any way which is detrimental to the operation of the Hotel.

(c) **Food, Liquor & Supplies:** Tenant shall be solely responsible for the purchasing, payment, storing, care, and custody of all food, liquor supplies and other related items necessary for the operation of the Premises for the Permitted Use. Tenant shall indemnify and hold Landlord harmless from any and all claims, contracts, demands, debts, or causes of action asserted by any vendor or supplier of food, liquor or other inventory or products purchased by Tenant in connection with the operation of the Premises.

(d) **Taxes:** Tenant shall pay when due and be solely responsible for the payment of any withholding taxes in connection with the wages or salaries of any of the employees working at the Premises, and shall provide Landlord with evidence of payment thereof at least monthly. Tenant will collect and remit all Massachusetts sales meals taxes for all meals provided at or from the Premises on or before the due date therefor, and shall provide Landlord with a copy of each sales tax return filed, together with evidence of payment concurrently with the filing thereof. Failure by Tenant to deliver a copy of such returns and evidence of payment of the withholding taxes and meals taxes as and when required hereunder shall be a default under this Lease. Tenant shall defend, indemnify and hold Landlord harmless from and against any and all loss, cost, claims, demands, or liability arising out of or associated with any withholding tax or any other State or Federal taxes arising out of the operation of the Premises. Tenant shall file all required tax returns on a timely basis or in the event that this Lease is terminated without Tenant having filed the required return, then Tenant shall provide information to Landlord sufficient to enable it to file such tax returns on its behalf.

(e) **Quality of Food Service:** Tenant shall consistently offer a high quality of food service assuring that all food selected is of high quality, is properly cooked and prepared, and is fresh. Tenant's patrons shall be required to wear shirts and shoes at all times in the Premises.

(f) **Cleanliness & Maintenance of Premises, Furniture and Equipment:** Tenant shall continually and on a daily basis insure that the Premises, including all furniture

fixtures and equipment installed therein or located thereon, are properly maintained and are kept clean and in good working condition.

(g) **Entertainment:** Tenant shall not engage any entertainers and/or offer any live entertainment without the appropriate permits and/or permission of the Hull licensing authority or any other similar entity required to provide such permission or authority. Tenant shall insure that any entertainment of any kind does not result in the emission of noise beyond the boundaries of the Property, does not employ profanity or lewd or improper conduct or language. At any time if Landlord instructs Tenant to reduce the volume of any entertainment Tenant shall do so immediately. There shall be no entertainment of any kind after 11:00 p.m. Any entertainment at the Premises shall be in strict compliance with any entertainment license issued by the Town of Hull for the Premises.

(h) **No Cover Charge:** Tenant shall not charge or impose any cover charge upon any patrons as a precondition to admission to the Premises.

3.6 Prohibited Uses. Notwithstanding any other provision of this Lease, Tenant shall not use the Premises or the Property, or any part thereof, or suffer or permit the use or occupancy of the Premises or the Property, or any part thereof by any of the Tenant Parties (i) in a manner which would violate any of the covenants, agreements, terms, provisions and conditions of this Lease or otherwise applicable to or binding upon the Premises; (ii) for any unlawful purposes or in any unlawful manner; (iii) which, in the reasonable judgment of Landlord shall (a) impair the appearance or reputation of the Hotel; (b) intentionally omitted; (c) occasion discomfort, inconvenience or annoyance in any material respect, or cause any injury or damage to any guests or employees of the Hotel or their property; or (d) cause harmful air emissions or any unusual or other objectionable odors (but expressly excluding ordinary restaurant cooking odors), noises or emissions to emanate from the Property; or (iv) use or permit the use of any objectionable advertising medium, including without limitation, loudspeakers, phonographs, public address systems, sound amplifiers, reception of radio or television broadcast audible or visible outside the Property.

3.7 Further Use Restrictions. With respect to the use and occupancy of the Premises and the Property, Tenant will not: (i) place or maintain any signage (other than the signage permitted in Article 19 below), trash, refuse or other articles in any vestibule or entry of the Premises, on the footwalks or corridors adjacent thereto or elsewhere on the exterior of the Premises, nor obstruct any driveway, corridor, footwalk or parking area;; (ii) receive or ship articles of any kind outside of those areas reasonably designated by Landlord; (iii) conduct or permit to be conducted any auction, going out of business sale, bankruptcy sale (unless directed by court order), or other similar type sale in or connected with the Premises; (iv) use the name of the Hotel and/or the Property, Landlord, or any of Landlord's affiliates or subsidiaries or any photograph, film, drawing, or other depiction or representation of the Hotel and/or the Property or any part thereof, which contains signage or distinctive architectural characteristics that cause the scene photographed, filmed, drawn, depicted, or represented to be identifiable as being the Hotel and/or the Property, in any publicity, promotion, trailer, press release, advertising, printed, or display materials without Landlord's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed; provided, however, that Tenant may use (A) the name "Nantasket Beach Resort" on its menu, letterhead and on its corporate website when

referring to the Premises and may use the address of the Hotel for purposes of identifying the location of the Premises; and (B) photographs of the Hotel and/or the Property or any part thereof provided by Landlord for Tenant's advertising materials; (v) except in connection with Tenant's Alterations (hereinafter defined) approved by Landlord, cause or permit any hole to be drilled or made in any part of the Premises; (vi) solicit business in the parking areas of the Property; and (vii) distribute handbills or other advertising matter in the parking areas of the Property without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

3.8 Operational Permits and Approvals. All necessary approvals, permits, and licenses in connection with the Permitted Use shall be obtained and paid for by Tenant (with copies furnished to Landlord) and remain in full force and effect during the Term. Landlord shall, at no cost to Landlord, cooperate with Tenant in connection with Tenant's application for any such approvals, permits, and licenses.

3.9 Parking. There shall be no patron or employee parking on any of the lots owned or controlled by Landlord.

4. RENT

4.1 Minimum Rent. During the Term, Tenant shall pay to Landlord the following rental amounts (collectively, "**Minimum Rent**") in respect of the Premises in the following amounts:

(a) For the period from the Rent Commencement Date through the end of the first Lease Year, Tenant shall pay Minimum Rent in the amount of Twenty Five Thousand and No/100 Dollars (\$25,000.00) per year, payable in equal monthly installments of Two Thousand Eighty Three and 33/100 Dollars (\$2,083.33);

(b) For the second Lease Year, Tenant shall pay Minimum Rent in the amount of Thirty-Five Thousand and No/100 Dollars (\$35,000.00) per year, payable in equal monthly installments of Two Thousand Nine Hundred Sixteen and 67/100 Dollars (\$2,916.67) per month;

(c) For the third through fifth Lease Years, Tenant shall pay Minimum Rent in the amount of Forty Thousand and No/100 Dollars (\$40,000.00) per year, payable in equal monthly installments of Three Thousand Three Hundred Thirty-Three and 33/100 Dollars (\$3,333.33) per month;

(d) Minimum Rent shall be payable in advance and without demand on the first day of the month specified above, partial months to be prorated. Minimum Rent shall be payable to Landlord or, if Landlord shall so direct in writing, to Landlord's agent or nominee, in lawful money of the United States which shall be legal tender for payment of all debts and dues, public and private, at the time of payment.

4.2 Percentage Rent. In addition to all other rent payable hereunder, commencing on the first day of the second Lease Year and thereafter through the balance of the Term, Tenant shall pay to Landlord on account of each Lease Year during the Term, as additional rent, "**Percentage Rent**," equal to two percent (2%) (the "**Percentage Rent Rate**") of Tenant's annual Gross Sales in

excess of the annual Minimum Rent for the applicable Lease Year divided by the Percentage Rent Rate (the resulting dollar amount being referred to as the "**Breakpoint**"). Tenant shall pay Percentage Rent in accordance with the terms and conditions set forth below:

(a) "**Gross Sales**" shall mean the aggregate gross amount of all sales, transactions and receipts in, upon, from or through the use of the Premises (including, without limitation, the Outside Seating Area, as defined in Section 26 below), directly or indirectly, whether at wholesale or retail, whether by telephone or mail or in-person, whether in cash, charged or on credit (and if charged or on credit, whether or not collected or charged off in whole or in part), and whether payment therefor or delivery of merchandise or services shall be made at or from some other place, and whether made directly or indirectly by Tenant or others in the Premises (including without limitation any assignees, subtenants, licensees and concessionaires, it being agreed by Tenant that sales of such others shall be itemized separately in each of the statements referenced in Section 4.2(c) below, and that nothing herein contained shall in any way affect the provisions of Section 8 below prohibiting a Transfer (hereinafter defined) without Landlord's prior written consent), and whether or not through or from vending or other machines.

(b) **Payment of Percentage Rent.** Tenant shall begin to pay Percentage Rent for any Lease Year only when Gross Sales during that Lease Year exceed the Breakpoint. Tenant agrees, without notice or demand from Landlord, within fifteen (15) days after the end of each calendar month in each Lease Year during which Gross Sales so exceed the Breakpoint during that Lease Year and after each ensuing month during that Lease Year, to pay to the Landlord on account of Percentage Rent a sum equal to the Percentage Rent Rate multiplied by the amount by which Gross Sales during the portion of that Lease Year which had expired as of the end of such immediately preceding month exceeds the Breakpoint, less amounts theretofore paid hereunder for and with respect to that Lease Year on account of Percentage Rent.

(c) **Reporting.** During the entire Term, including during the Initial Term when no Percentage Rent is due from Tenant, Tenant covenants and agrees that (i) not later than the fifteenth (15th) day after the close of each calendar month of the Term hereof, it will deliver to Landlord a complete and accurate report verified by an authorized executive officer of Tenant, of all Gross Sales for such month, together with a check in the amount of any Percentage Rent due for such period (if any); and (ii) not later than thirty (30) days after the close of each Lease Year, and after the termination of this Lease or any renewal thereof, it will deliver to Landlord a complete and accurate report (the "**Year End Report**"), certified to be correct by an authorized signatory of Tenant, of all Gross Sales for such Lease Year. The Year End Report shall be accompanied by a check from Tenant for the balance of the Percentage Rent, if any, payable with respect to such prior Lease Year. The obligations contained in this Section 4.2 to report Gross Sales and to pay Percentage Rent shall survive the expiration or other termination of this Lease. All statements deliverable by Tenant to Landlord under this Lease shall be delivered to the place where Rent is then payable, or to such other place or places as Landlord may from time to time direct by written notice to Tenant.

(d) **Audit.** Tenant agrees to keep at the Premises, or in such other location as Tenant shall designate in the Commonwealth of Massachusetts, true and correct records, books and other documents relating to all of Gross Sales during the preceding three (3) Lease Years (collectively, the "**Records**"). Tenant shall, upon not less than two (2) days' prior written notice,

submit and make such Records available to Landlord or its representatives for inspection and audit thereof at the Premises or Landlord's office or such other location in the continental United States as Landlord may from time to time direct. Tenant shall permit and cooperate with Landlord with respect to such inspections and audits. If Tenant makes a Transfer, Tenant is responsible for ensuring that the transferee's books and records conform to the requirements hereof, and Landlord shall have the right to inspect, examine or audit all books and records maintained by such transferee. Tenant shall install and maintain on the Premises cash registers having a sealed, permanent, cumulative record of all sales reflected on such cash registers and Tenant shall, in fact, record all of the Gross Sales on such register. If Tenant fails at any time to maintain the Records and to make the same available to Landlord and its representatives with respect to Gross Sales for any Rent Year, following written notice by Landlord and a twenty (20) day cure period, the Gross Sales for such Lease Year shall, for all purposes under this Lease, be deemed to be the greater of (a) the Gross Sales for such Lease Year computed without reference to this sentence, and (b) one hundred fifty percent (150%) of the largest volume of Gross Sales for any of the two (2) prior Lease Years (including the first Lease Year). In the event that any such inspection and/or audit by Landlord should disclose an error in the reporting of Gross Sales. Tenant shall pay to Landlord, as additional rent, on demand, the amount of Percentage Rent due and not previously paid. In the event that any such inspection and/or audit by Landlord should disclose an underreporting in excess of two percent (2%) of such Gross Sales and the audited Gross Sales meet or exceed the Breakpoint, Tenant shall pay to Landlord, as additional rent, on demand, Landlord's costs and expenses of such inspection and/or audit. If two or more separate audits or inspections within a three-year period disclose that Tenant has underreported Gross Sales by more than two percent (2%) and the audited Gross Sales meet or exceed the Breakpoint, then the second instance of such underreporting shall be considered an Event of Default (hereinafter defined) and Landlord may immediately exercise any and all remedies available under this Lease. Landlord shall be responsible for the costs of any inspection or audit for which Tenant's audited Gross Sales are less than the Breakpoint. The foregoing covenants shall survive the termination or expiration of this Lease.

4.3 Taxes. Intentionally Omitted.

4.4 Late Payments. If Tenant fails to make any payment within five (5) days after the due date therefor, Landlord may charge Tenant a fee, which shall constitute liquidated damages, equal to Three Hundred and No/100 Dollars (\$300.00) for each late payment. The parties agree that the late charge referenced in this Section 4.4 represents a fair and reasonable estimate of the costs that Landlord will incur by reason of any late payment by Tenant. Acceptance of a late charge shall not constitute a waiver of Tenant's default with respect to the overdue amount or prevent Landlord from exercising any of the other rights and remedies available to Landlord under this Lease or at law or in equity now or hereafter in effect. For each Tenant payment check to Landlord that is returned by a bank for any reason, Tenant shall pay a returned check charge of the greater of (i) \$75.00, or (ii) such amount as shall be customarily charged by Landlord's bank at the time. Any payment of Minimum Rent or any other charge due hereunder not paid when due shall bear interest for each month or fraction thereof from the due date until paid in full at the annual rate of eighteen percent (18%), or at any applicable lesser maximum legally permissible rate for debts of this nature (the "**Default Rate**").

4.5 No Offset; Independent Covenants. Minimum Rent, Percentage Rent and all

other amounts payable by Tenant hereunder (collectively, "**Rent**") shall be paid without notice or demand, and without setoff, counterclaim, defense, abatement, suspension, deferment, reduction or deduction, except as expressly provided herein. TENANT WAIVES ALL RIGHTS (I) TO ANY ABATEMENT, SUSPENSION, DEFERMENT, REDUCTION OR DEDUCTION OF OR FROM RENT, AND (II) TO QUIT, TERMINATE OR SURRENDER THIS LEASE OR THE PREMISES OR ANY PART THEREOF, EXCEPT AS EXPRESSLY PROVIDED HEREIN, INCLUDING WITHOUT LIMITATION SECTION 18.1 HEREOF. TENANT HEREBY ACKNOWLEDGES AND AGREES THAT THE OBLIGATIONS OF TENANT HEREUNDER SHALL BE SEPARATE AND INDEPENDENT COVENANTS AND AGREEMENTS, THAT RENT SHALL CONTINUE TO BE PAYABLE IN ALL EVENTS AND THAT THE OBLIGATIONS OF TENANT HEREUNDER SHALL CONTINUE UNAFFECTED, UNLESS THE REQUIREMENT TO PAY OR PERFORM THE SAME SHALL HAVE BEEN TERMINATED PURSUANT TO AN EXPRESS PROVISION OF THIS LEASE. LANDLORD AND TENANT EACH ACKNOWLEDGES AND AGREES THAT THE INDEPENDENT NATURE OF THE OBLIGATIONS OF TENANT HEREUNDER REPRESENTS FAIR, REASONABLE, AND ACCEPTED COMMERCIAL PRACTICE WITH RESPECT TO THE TYPE OF PROPERTY SUBJECT TO THIS LEASE, AND THAT THIS LEASE IS THE PRODUCT OF FREE AND INFORMED NEGOTIATION DURING WHICH BOTH LANDLORD AND TENANT WERE REPRESENTED BY COUNSEL SKILLED IN NEGOTIATING AND DRAFTING COMMERCIAL LEASES IN MASSACHUSETTS, AND THAT THE ACKNOWLEDGEMENTS AND AGREEMENTS CONTAINED HEREIN ARE MADE WITH FULL KNOWLEDGE OF THE HOLDING IN WESSON V. LEONE ENTERPRISES, INC., 437 MASS. 708 (2002). SUCH ACKNOWLEDGEMENTS, AGREEMENTS AND WAIVERS BY TENANT ARE A MATERIAL INDUCEMENT TO LANDLORD ENTERING INTO THIS LEASE.

4.6 Survival. Any obligations under this Section 4 which shall not have been paid at the termination of this Lease shall survive such termination and shall be paid when and as the amount of same shall be determined and be due.

5. UTILITIES; GARBAGE AND TRASH REMOVAL; RECYCLING

5.1 Utilities. Tenant shall obtain and pay directly to the utility providers for all of its utilities consumed at the Premises and the Property, including, but not limited to, water and sewer, gas, electricity and the like, including all utilities necessary for heating and air conditioning the Premises for the period from the date Landlord delivers possession of the Premises to Tenant to the end of the Term.

5.2 Interruption or Curtailment of Utilities. When necessary by reason of accident or emergency, or for repairs, alterations, replacements or improvements which in the reasonable judgment of Landlord are desirable or necessary to be made, Landlord reserves the right, upon as much prior notice to Tenant as is practicable under the circumstances except in the event of an emergency, to interrupt, curtail, stop or suspend (i) the furnishing of heating and air conditioning services, and (ii) the operation of the plumbing and electric systems. Landlord shall exercise reasonable diligence to eliminate the cause of any such interruption, curtailment, stoppage or suspension, but there shall be no diminution or abatement of Rent or other compensation due from Landlord to Tenant hereunder, nor shall this Lease be affected or any of Tenant's obligations

hereunder reduced, and Landlord shall have no responsibility or liability for any such interruption, curtailment, stoppage, or suspension of services or systems.

5.3 Exterminating. Tenant shall, at Tenant's sole cost and expense, cause the Premises to be exterminated from time to time (and in no event less than three (3) times per Lease Year) to the reasonable satisfaction of Landlord as is necessary to prevent the presence of vermin, rodents or other pests therein and shall employ exterminators which are approved by Landlord.

5.4 Common Dumpster. During the Term, Tenant shall have the right, in common with other tenants of the Property and the Hotel, to use the Common Dumpster for the disposal of all garbage and refuse generated at the Premises. Landlord shall arrange for the periodic removal of the waste in the Common Dumpster, subject to reimbursement from the users thereof. Tenant shall pay to Landlord, as additional rent hereunder, Four Hundred Dollars (\$400) per month to reimburse Landlord for a portion of the costs incurred by Landlord from time to time in connection with the repair, maintenance and periodic removal of the garbage and refuse from the Common Dumpster. Tenant shall make such monthly payment to Landlord at the same time and in the same manner as Minimum Rent.

During the Term, upon Tenant's written request and to the extent legally permissible and feasible, Landlord shall designate a location on the Property for Tenant to install, maintain and repair as necessary throughout the balance of the Term its own dumpster, compactor or other waste receptacle for all garbage, trash and other rubbish generated at the Premises ("**Tenant's Dumpster**"). Following installation thereof in the designated location, Tenant shall arrange for the periodic removal of the waste in Tenant's Dumpster, at Tenant's sole cost and expense, and shall cease use of the Common Dumpster. In the event of any interruption of regularly scheduled garbage pickups, Tenant shall take all action required to remove Tenant's garbage and refuse from Tenant's Dumpster.

Except for the Common Dumpster or Tenant's Dumpster, as applicable, Tenant shall not place nor allow to be placed or accumulated in public or other areas of Property outside of the Premises any garbage, rubbish or refuse or receptacles for the same. All garbage and refuse from the Premises shall be stored, handled and transported in such manner as will prevent odors and vermin. Tenant shall be responsible for any spillage or residue of garbage and refuse from the Premises in and around the Common Dumpster or Tenant's Dumpster, as applicable, and in the Common Areas leading thereto caused by Tenant or its agents, employees, contractors patrons or invitees and shall immediately remove such spillage or residue upon its occurrence. In any event, Tenant shall arrange for removal of all garbage, trash and other rubbish generated at the Premises at least once per week during the Term.

5.5 Recycling. If required by applicable Legal Requirements, Landlord may, at its option, institute a recycling program at the Property and supply a recycling service for such a program. Any such service shall be conducted in a manner that Landlord shall deem appropriate, provided, that in providing such service Landlord shall use reasonable efforts not to interfere unreasonably with the conduct of Tenant's business. Tenant shall comply with any additional rules and regulations required by Landlord in connection with Landlord's provision of any such recycling service. Tenant shall pay monthly to Landlord during the time or times that Landlord shall furnish recycling services, such sums as Landlord may, from time to time, charge for

furnishing such service. Tenant shall pay, in accordance with the provisions of this Section 5.5 during the time or times that Landlord shall furnish recycling services, Tenant's proportionate share (as reasonably determined by Landlord) of all tenants at the Property (including Tenant) and the Hotel using the recycling service.

6. MAINTENANCE AND REPAIRS.

6.1 Condition of Premises upon Delivery. Tenant hereby leases the Premises in their "AS IS," "WHERE IS" condition and with all faults on the date hereof, without representations or warranties, express or implied, in fact or by law, of any kind, and without recourse to Landlord.

6.2 Tenant's Obligation to Maintain Premises.

(a) Tenant shall take good care of the Premises, and the fixtures and appurtenances therein at its sole cost and expense. Tenant, at its sole cost and expense, shall promptly make all interior, non-structural repairs thereto (including, without limitation, any windows, doors, or window or door frames and Tenant's signs) as and when needed to preserve the Premises and the Property, the equipment and fixtures therein and Tenant's property in good working order and condition. Tenant's obligations under this Section shall include, but not be limited to, modifying, repairing and maintaining items as are required by any governmental agency having jurisdiction thereof (whether the same is ordinary or extraordinary, foreseen or unforeseen), the windows and doors, interior walls and glass, and the interior portions of exterior walls, ceilings, utility meters, pipes and conduits within the Premises, all fixtures in the Premises, the HVAC equipment, ventilation system exclusively serving the Premises (whether such equipment is located inside or outside the Premises), sprinkler equipment and other equipment within the Premises, and all exterior glass, all of Tenant's signs, locks and closing devices; provided that Tenant shall make no adjustment, alteration or repair of any part of any sprinkler or sprinkler alarm system in or serving the Premises without Landlord's prior approval, which shall not be unreasonably withheld. All (i) damage or injury to the Premises and to its fixtures, appurtenances and equipment or to the Property or to its fixtures, appurtenances and equipment, in each case whether structural or non-structural (collectively, "**Damage**"), which may be caused by Tenant or any Tenant Party moving property in or out of the Property or by installation or removal of furniture, fixtures, other property or alterations, whether or not due to carelessness, omission, neglect, improper conduct or other cause of Tenant or any Tenant Party, (ii) non-structural Damage to the Premises resulting from any other cause of any other kind or nature whatsoever, whether or not due to carelessness, omission, neglect, improper conduct or other cause of Tenant or any Tenant Party, and (iii) non-structural damage to the Property (other than the Premises) and all structural Damage resulting from the carelessness, omission, neglect, improper conduct or other cause of Tenant or any Tenant Party, shall be repaired, restored or replaced at Tenant's sole cost and expense, subject to the provisions of Section 9.6. Notwithstanding anything to the contrary set forth in this Section 6.2, during the Term Landlord shall be responsible, at Landlord's expense, for replacing the Grease Trap (as defined below), the HVAC equipment and other mechanical systems serving the Premises, lines, ducts, wires or conduits, all as existing in the Premises as of the date Landlord delivers possession thereof to Tenant that cannot be repaired by reasonable construction standards, except to the extent the need for replacement arises out of the misuse, overuse, negligence or intentional misconduct or negligence of Tenant or its agents, employees or contractors.

(b) To the extent that any of the repair, restoration or replacement obligations described in subsection (a) involve non-structural Damage to the Premises, such repairs, restoration or replacement shall be promptly performed by Tenant to the reasonable satisfaction of Landlord. To the extent that any of the repair, restoration or replacement obligations described in subsection (a) involve structural Damage to the Premises (including, without limitation, the Premises) or non-structural Damage to the Premises (other than to the Premises), such repairs, restoration or replacement, shall be performed, at Landlord's option, by Landlord or Tenant in accordance with the provisions of Section 6.3 hereof.

(c) All repairs to and restoration of the Premises shall be subject to the provisions of Article 7 hereof.

6.3 Structural Repairs to Premises; Common Areas. During the Lease Term, subject to Tenant's obligations set forth in this Article 6, Landlord, at Landlord's cost and expense, shall keep (or cause to be kept) in good order, condition and repair, the Common Areas of the Property and otherwise in such manner as Landlord deems appropriate and in the best interest of the Property and shall make all structural repairs, restoration and replacement of or to, the structural elements of the Premises, including the roof; provided, however, that, subject to the provisions of Section 16.4 below, such structural repairs (and all other repairs, restoration and replacement involving structural Damage to the Premises or non-structural Damage to the Premises that Landlord elects to make) shall be made by Landlord but the cost thereof shall be charged to Tenant in the event that such repairs are necessary as a consequence of defects in, or manner of construction of, Alterations (as defined in Section 7.2 below) or any repairs or maintenance work done by Tenant and/or any Tenant Party or are the responsibility of Tenant to pay for pursuant to the provisions of Section 6.2 hereof or due to the negligence of Tenant and/or any Tenant Party. Notwithstanding the foregoing, Tenant shall be responsible, at Tenant's cost and expense, for the cleaning and re-stocking of the Common Restrooms during the Hours of Operation.

6.4 Floor Loads. Tenant shall not place a load upon any floor of the Premises exceeding the maximum floor load per square foot which such floor was designed to carry and which is allowed by law. Landlord reserves the right to prescribe the weight and position of all safes and other mechanical equipment, which must be placed so as to distribute the weight and absorb and prevent vibration, noise and annoyance. Tenant shall not move any safe, heavy machinery, heavy equipment, bulky matter or fixtures, into or out of the Premises or onto or out of the Property without Landlord's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. If such safe, machinery, equipment, bulky matter or fixtures require special handling, all work in connection therewith shall comply with all Legal Requirements applicable thereto and shall be done during such hours as Landlord may reasonably designate. Any damage caused by such movement shall be promptly repaired at Tenant's expense.

6.5 No Liability to Tenant for Repairs. There shall be no allowance to Tenant for a diminution of rental value and no liability on the part of Landlord by reason of inconvenience, annoyance or injury to Tenant's business arising from Landlord or others making any repairs, alterations, additions or improvements in or to any portion of the Property or the Premises or in or to fixtures, appurtenances, or equipment thereof and no liability upon Landlord except as otherwise expressly provided in this Lease for failure of Landlord or others to make any repairs,

alterations, additions or improvements in or to any portion of the Property or the Premises or in or to the fixtures, appurtenances or equipment thereof.

6.6 Grease Trap; Waste Oil Systems. Tenant acknowledges that there is a grease trap installed in and exclusively serving the Premises as of the date hereof (the "**Grease Trap**"). Tenant shall maintain the Grease Trap in good, clean and sanitary order, condition and repair and in accordance with all Legal Requirements. Throughout the Term, Tenant shall be responsible, at Tenant's sole cost and expense, for arranging for the temporary, clean and sanitary storage in a sealed container within the Premises and periodic disposal of all waste oils used in the operation of Tenant's business.

6.7 Cleaning Services. Tenant shall provide, at Tenant's sole cost and expense, contractors to clean the Premises and such service shall be provided for each day Tenant is open for business. The foregoing obligation shall include cleaning and maintaining the kitchen area (including periodic hood cleaning), the seating areas and the restrooms within the Premises. Tenant may perform such cleaning services itself; however, any third party cleaning contractor hired by, or under the direction of, Tenant shall be subject to the reasonable approval of Landlord. All cleaning services so performed by Tenant's contractors must comply with Landlord's reasonable requirements, including providing evidence that the contractor's insurance is adequate. Tenant shall be responsible, at Tenant's cost and expense, for the cleaning and re-stocking of the Common Restrooms during the Hours of Operation.

6.8 Glass. Tenant shall replace within forty-eight (48) hours, at Tenant's sole cost and expense, any and all plate and other glass damaged or broken from any cause whatsoever in and about the Premises.

6.9 Noise and Odors. In light of the fact that the Property is a mixed use project containing, among other things, condominium residences and the Hotel, Tenant shall not perform any act or carry on any practice which may injure the Premises or any other part of the Property, or cause any odors or vibrations, or noise (including, but without limitation, the use of loudspeakers), or constitute a nuisance or menace to any other occupant or other persons in or about the Property, and in no event shall any noises, vibrations or odors be emitted from the Premises; provided, however, Landlord shall not enforce the foregoing in an arbitrary or capricious manner such to preclude the Permitted Use, and further provided that Tenant shall be required to comply with any applicable governmental requirements relating thereto (including without limitation the ordinances of the Town of Hull).

In the event that Landlord receives complaints regarding odors escaping from the Premises, Landlord and Tenant shall cooperate in good faith to ascertain whether odors are indeed emitting from the Premises and the reason therefor. If Landlord and Tenant fail within a reasonable period to ascertain the cause(s) of such emission, then Landlord shall retain a qualified consulting engineer to ascertain such cause(s). Such consulting engineer shall be compensated by Landlord unless it is determined that the cause of the emission of such odors is solely the responsibility of Tenant as set forth below, in which event Tenant shall compensate such engineer. If it is determined that the cause of the emission of such orders is partly responsibility of Tenant and partly the responsibility of others, then Tenant shall pay an equitable portion of the compensation of such engineer. If it is determined that the cause of such emission

is a defect in the design and/or construction of Alterations performed by Tenant, any failure of Tenant to comply with the foregoing requirements of this Section 6.9 or any failure of Tenant to perform its maintenance, repair, or other obligations under this Lease, then Tenant shall promptly remedy the cause of such emissions at Tenant's sole expense.

7. ALTERATIONS AND IMPROVEMENTS BY TENANT.

7.1 Tenant's Work. As a material consideration for Landlord to enter into this Lease, Tenant covenants and agrees to perform such work, if any, as shall be necessary to prepare the Premises for Tenant's occupancy and business operations ("**Tenant's Work**") on or before June 15, 2020 (the "**Required Completion Date**"). Such work shall be performed in accordance with the terms of this Lease, including without limitation this Article 7.

7.2 Landlord's Consent Required. Following the completion of Tenant's Work, Tenant shall not make any alterations, installations, removals, additions or improvements (collectively, "**Alterations**") in or to the Premises without Landlord's prior written approval of the contractor(s), written plans and specifications and a time schedule therefor, which approval shall be given or withheld in Landlord's sole discretion. All Alterations shall be done at Tenant's sole cost and expense and at such times and in such manner as Landlord may from time to time reasonably designate. Notwithstanding the foregoing, Tenant may make non-structural, interior decorations to the Premises costing Ten Thousand and 00/100ths Dollars (\$10,000) or less in any one instance as Tenant deems necessary or desirable in connection with the Permitted Use provided (i) such decorations do not require a building permit and (ii) Tenant first obtains Landlord's approval thereof, such approval not to be unreasonably withheld, conditioned or delayed.

7.3 Harmonious Relations. Tenant agrees that it will not, either directly or indirectly, use any contractors and/or materials if their use will create any difficulty, whether in the nature of a labor dispute or otherwise, with other contractors and/or labor engaged by Tenant or Landlord or others in the construction, maintenance and/or operation of the Property or the adjacent the Hotel or any part thereof. In the event of any such difficulty, upon Landlord's request, Tenant shall cause all contractors, mechanics or laborers causing such difficulty to leave the Property immediately.

7.4 Liens. Any mechanic's lien filed against the Premises or the Property for work claimed to have been done for, or materials claimed to have been furnished to, Tenant, including without limitation, Tenant's Work shall be discharged by Tenant within fifteen (15) days after notice thereof, at Tenant's expense by filing the bond required by law or otherwise. If Tenant fails so to discharge any lien, Landlord may do so at Tenant's expense and Tenant shall reimburse Landlord for any expense or cost incurred by Landlord in so doing, together with interest at the Default Rate until paid in full, within ten (10) days after receipt of an invoice therefor.

7.5 General Requirements. Unless Landlord and Tenant otherwise agree in writing, Tenant shall (a) procure or cause others to procure on its behalf all necessary permits before undertaking any Alterations in the Premises; (b) perform all of such Alterations in a good and workmanlike manner, employing materials of good quality and in compliance with Landlord's reasonable construction rules and regulations, all insurance requirements of this Lease, and Legal

Requirements; and (c) defend, indemnify and hold Landlord and Landlord's agents, contractors and employees (collectively with Landlord, the "**Landlord Parties**") and the other Landlord Indemnitees (as defined below) harmless from and against any and all claims, damages, losses, penalties, costs, expenses and fees (including without limitation reasonable legal fees) (collectively, "**Claims**") occasioned by or growing out of such Alterations. Tenant shall cause contractors employed by Tenant to (i) carry Worker's Compensation Insurance in accordance with statutory requirements, (ii) carry Automobile Liability Insurance and Commercial General Liability Insurance (A) naming Landlord as an additional insured, and (B) covering such contractors on or about the Premises in the amounts stated in Section 9 hereof or in such other reasonable amounts as Landlord shall require, and (iii) submit binders evidencing such coverage to Landlord prior to the commencement of any such Alterations. Notwithstanding the foregoing, for purposes of Alterations that do not require a building permit and cost \$10,000 or less, Tenant shall not be required to hire independent contractors and may utilize Tenant's own employees to perform such work so long as Tenant otherwise complies with the requirements of this Article 7 and Article 9 below.

8. ASSIGNMENT, MORTGAGING AND SUBLETTING.

8.1 Landlord's Consent Required. Except as expressly otherwise set forth herein, Tenant shall not, without Landlord's prior written consent, which may be given or withheld in Landlord's sole discretion, assign, sublet, mortgage, license, transfer or encumber this Lease or the Property, or the Premises in whole or in part whether by changes in the ownership or control of Tenant, or any direct or indirect owner of Tenant, whether at one time or at intervals, by sale or transfer of stock, partnership or beneficial interests, operation of law or otherwise or permit the occupancy of all or any portion of the Premises by any person or entity other than Tenant's employees (each of the foregoing, a "**Transfer**"). Any purported Transfer made without Landlord's consent, if required hereunder, shall be void and confer no rights upon any third person, provided that if there is a Transfer, Landlord may collect rent from the transferee without waiving the prohibition against Transfers, accepting the transferee, or releasing Tenant from full performance under this Lease. In the event of any Transfer in violation of this Section 8, Landlord shall have the right to terminate this Lease upon thirty (30) days' written notice to Tenant given within sixty (60) days after receipt of written notice from Tenant to Landlord of any Transfer, or within one (1) year after Landlord first learns of the Transfer if no notice is given.

8.2 Intentionally Omitted.

8.3 Intentionally Omitted.

8.4 Listing Confers no Rights. The listing of any name other than that of Tenant, whether on the doors of the Premises or otherwise, shall not operate to vest in any such other person, firm or corporation any right or interest in this Lease or in the Premises or be deemed to effect or evidence any consent of Landlord, it being expressly understood that any such listing is a privilege extended by Landlord revocable at will by written notice to Tenant.

8.5 Intentionally Omitted.

8.6 Prohibited Transfers. Notwithstanding any contrary provision of this Lease,

Tenant shall have no right to make a Transfer unless on both (i) the date on which Tenant notifies Landlord of its intention to enter into a Transfer and (ii) the date on which such Transfer is to take effect, Tenant is not in default of any of its obligations under this Lease. Notwithstanding anything to the contrary contained herein, Tenant agrees that in no event shall Tenant make a Transfer to (a) any government agency; (b) any tenant, subtenant or occupant of other premises in the Property; or (c) any entity with whom Landlord shall have negotiated for space at the Property or the Hotel in the six (6) months immediately preceding such proposed Transfer.

8.7 Tenant and Guarantor Remain Liable. No Transfer shall relieve Tenant of its primary obligation as party Tenant hereunder, nor shall it invalidate the Guaranty granted pursuant to Section 23 below or reduce Guarantor's obligations thereunder, nor shall it reduce or increase Landlord's obligations under this Lease unless Landlord consents in writing to the release of Tenant and/or Guarantor, which consent may be given or withheld in Landlord's sole discretion.

9. INSURANCE; INDEMNIFICATION; EXCULPATION

9.1 Tenant's Insurance.

(a) Tenant shall procure, pay for and keep in force throughout the Term of this Lease (and for so long thereafter as Tenant remains in occupancy of the Premises and the Property) commercial general liability insurance insuring Tenant on an occurrence basis against all claims and demands for personal injury liability (including, without limitation, bodily injury, sickness, disease, and death) or damage to property which may be claimed to have occurred from and after the time Tenant and/or Tenant's agents, servants, employees, consultants, contractors, subcontractors, licensees and/or subtenants (collectively with Tenant, the "**Tenant Parties**") shall first enter the Premises or the Property, of not less than One Million Dollars (\$1,000,000), and from time to time thereafter shall be not less than such higher amounts, if procurable, as may be reasonably required by Landlord. Tenant shall also carry umbrella liability coverage in an amount of no less than Five Million Dollars (\$5,000,000). Such policy shall also include contractual liability coverage covering Tenant's liability assumed under this Lease and employer's liability coverage in an amount of no less than Five Hundred Thousand Dollars (\$500,000). Such insurance policy(ies) shall name Landlord, Newport Hotel Group LLC, and any Mortgagee as additional insureds.

(b) Tenant shall take out and maintain throughout the Term a policy of fire, vandalism, malicious mischief, extended coverage and so-called "all risk" coverage insurance in an amount equal to one hundred percent (100%) of the replacement cost insuring Tenant's furniture, equipment, fixtures and property of every kind, nature and description related or arising out of Tenant's leasehold estate hereunder, which may be in or upon the Premises, or the Property, including the Furniture and Equipment (collectively, "**Tenant's Property**"). Such insurance shall insure the interests of both Landlord and Tenant as their respective interests may appear from time to time.

(c) Tenant shall take out and maintain throughout the Term a policy of Business Automobile Liability Insurance, including "non-owned" automobiles, against bodily injury, including death resulting therefrom, and property damage, to the limits of not less than One Million Dollars (\$1,000,000.00) per accident covering owned, leased, hired and non-owned

vehicles used by or on behalf of such contractors or subcontractors.

(d) Tenant shall take out and maintain throughout the Term a policy of Workers' Compensation Insurance in accordance with the laws of the Commonwealth of Massachusetts, and Employer's Liability Insurance, in the minimum amount of One Million Dollars (\$1,000,000.00) with respect to each accident for bodily injury by accident, in the minimum amount of One Million Dollars (\$1,000,000.00) in the aggregate for bodily injury by disease and in the minimum amount of One Million Dollars (\$1,000,000.00) per employee in respect to bodily injury by disease, or such higher limit as may be required by law.

(e) Tenant shall take out and maintain throughout the Term a policy of business interruption insurance throughout the Term sufficient to cover at least twelve (12) months of Minimum Rent due hereunder and Tenant's business losses during such 12-month period.

(f) The insurance required pursuant to Sections 9.1(a), 9.1(b), 9.1(c), 9.1(d) and 9.1(e) (collectively, "**Tenant's Insurance Policies**") shall be effected with insurers approved by Landlord, which approval shall not be unreasonably withheld, with a rating of not less than "A-:XI" in the current Best's Insurance Reports, and authorized to do business in the Commonwealth of Massachusetts under valid and enforceable policies. Tenant's Insurance Policies shall each provide that it shall not be canceled or modified without at least thirty (30) days' prior written notice to each insured named therein. On or before the date on which any of the Tenant Parties shall first enter the Premises or the Property, and thereafter not less than fifteen (15) days prior to the expiration date of each expiring policy, Tenant shall deliver to Landlord binders of Tenant's Insurance Policies issued by the respective insurers setting forth in full the provisions thereof together with evidence satisfactory to Landlord of the payment of all premiums for such policies. In the event of any claim, and upon Landlord's request, Tenant shall deliver to Landlord complete copies of Tenant's Insurance Policies. Tenant's Insurance Policies shall provide that such policies shall not be cancelled or the coverage reduced without at least thirty (30) days' prior written notice to Landlord, and Tenant's certificate of insurance shall evidence the same. Upon request of Landlord, Tenant shall deliver to any Mortgagee copies of the foregoing documents.

(g) Notwithstanding anything to the contrary set forth herein, for purposes of this Section 9, the "Term" shall mean period of time from the Possession Date through the last day of the Term, it being understood and agreed that Tenant shall maintain the above insurance in full force and effect during and outside of the Lease Years.

9.2 Indemnification. Except to the extent caused by the gross negligence or willful misconduct of any of the Landlord Parties, Tenant shall defend, indemnify and save Landlord, Hotel Operator, and their agents, employees, servants, officers, directors, members, shareholders and affiliates (collectively, the "**Landlord Indemnitees**") harmless from and against any and all Claims asserted by or on behalf of any person, firm, corporation or public authority arising from:

- (a) Tenant's breach of any covenant or obligation under this Lease;
- (b) Any injury to or death of any person, or loss of or damage to property,

sustained or occurring in, upon, at or about the Premises or the Property;

(c) Any injury to or death of any person, or loss of or damage to property arising out of the use or occupancy of the Premises or the Property by or the negligence or willful misconduct of any of the Tenant Parties; and

(d) On account of or based upon any work or thing whatsoever done (other than by Landlord or any of the Landlord Parties) at the Premises or Property during the Term and during the period of time, if any, prior to the Commencement Date that any of the Tenant Parties may have been given access to the Premises.

9.3 Landlord's Insurance. Landlord agrees to obtain and maintain during the Term, at Landlord's sole cost and expense, to the extent the same is available, commercial general liability and special form property insurance, in amounts and coverages and with such special endorsements as Landlord shall reasonably determine from time to time as would be carried by a prudent owner of a comparable hotel, insuring the Hotel, the Premises and the Property. Notwithstanding the foregoing, in the event that Landlord's insurance premiums increase as a direct result of the Permitted Use or any of Tenant's activities at or within the Premises, then Tenant shall reimburse Landlord for any such premium increase, together with interest at the Default Rate until paid in full, within ten (10) days after receipt of a reasonably detailed invoice therefor.

9.4 Property of Tenant. Tenant covenants and agrees that, to the maximum extent permitted by Legal Requirements, all of Tenant's Property at the Premises (including without limitation the Furniture and Equipment) shall be at the sole risk and hazard of Tenant, and that if the whole or any part thereof shall be damaged, destroyed, stolen or removed from any cause or reason whatsoever, no part of said damage or loss shall be charged to, or borne by, Landlord, except, subject to Section 9.6 hereof, to the extent such damage or loss is due to the gross negligence or willful misconduct of any of the Landlord Parties.

9.5 Limitation of Landlord Indemnitees' Liability for Damage or Injury. Except to the extent caused by the gross negligence or willful misconduct of the Landlord Parties (but subject to Section 9.6 hereof), neither Landlord nor any Landlord Indemnitee shall be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, air contaminants or emissions, electricity, electrical or electronic emanations or disturbance, water, rain or snow or leaks from any part of the Premises or from the pipes, appliances, equipment or plumbing works or from the roof, street or sub-surface or from any other place or caused by dampness, vandalism, malicious mischief or by any other cause of whatever nature; nor shall any of the Landlord Indemnitees be liable for any such damage caused by other tenants or persons in the Premises or caused by operations in construction of any private, public, or quasi-public work; nor shall any of the Landlord Indemnitees be liable for any latent defect in the Premises or in the Property.

9.6 Waiver of Subrogation; Mutual Release. Landlord and Tenant each hereby waives on behalf of itself and its property insurers (none of which shall ever be assigned any such claim or be entitled thereto due to subrogation or otherwise) any and all rights of recovery, claim, action, or cause of action against the other and its agents, officers, servants, partners,

shareholders, or employees (collectively, the “**Related Parties**”) for any loss or damage (other than rights of recovery, claims, actions, and causes of action relating to damage to the roof of the Premises caused by Tenant) that may occur to or within the Premises or the Property or any improvements thereto, or any personal property of such party therein which is insured against under any property insurance policy actually being maintained by the waiving party from time to time, even if not required hereunder, or which would be insured against under the terms of any insurance policy required to be carried or maintained by the waiving party hereunder, whether or not such insurance coverage is actually being maintained, including, in every instance, negligence by the other party hereto and/or its Related Parties. Landlord and Tenant each agrees to cause appropriate clauses to be included in its property insurance policies necessary to implement the foregoing provisions.

9.7 Tenant’s Acts--Effect on Insurance. Tenant shall not do or permit any Tenant Party to do any act or thing upon the Premises or elsewhere in the Property which will invalidate or be in conflict with any insurance policies covering the Property and the fixtures and property therein; and shall not do, or permit to be done, any act or thing upon the Premises which shall subject Landlord to any liability or responsibility for injury to any person or persons or to property by reason of any business or operation being carried on upon said Premises or for any other reason. If by reason of the failure of Tenant to comply with the provisions hereof the insurance rate applicable to any policy of insurance shall at any time thereafter be higher than it otherwise would be, Tenant shall reimburse Landlord upon demand for that part of any insurance premiums which shall have been charged because of such failure by Tenant, together with interest at the Default Rate until paid in full, within ten (10) days after receipt of a reasonably detailed invoice therefor.

10. ESTOPPEL CERTIFICATE. Tenant shall at any time and from time to time upon not less than fifteen (15) days’ prior notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications), and the dates to which Rent has been paid in advance, if any, stating whether or not Landlord is in default in performance of any covenant, agreement, term, provision or condition contained in this Lease and, if so, specifying each such default, and such other facts as Landlord may reasonably request.

11. HAZARDOUS MATERIALS.

11.1 Prohibition. Except for de minimis amounts of office and cleaning supplies stored and used in accordance with Legal Requirements and prudent practice, Tenant shall not, without the prior written consent of Landlord, which may be withheld in Landlord’s sole discretion, bring or permit to be brought or kept in or on the Premises or elsewhere on the Property (i) any inflammable, combustible or explosive fluid, material, chemical or substance (except for reasonable quantities of standard restaurant and office supplies and cleaning materials stored in proper containers); or (ii) any hazardous, radioactive or toxic substance, material or waste or petroleum derivative which is or becomes regulated by any Environmental Law (each of the foregoing, a “**Hazardous Material**”). The term “Hazardous Material” includes, without limitation, any material or substance which is (i) designated as a “hazardous substance” pursuant to Section 1311 of the Federal Water Pollution Control Act (33 U.S.C. Section 1317), (ii) defined

as a “hazardous waste” pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903), or (iii) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601), or (iv) defined as “hazardous substance,” “hazardous material,” or “oil” under Chapter 21E of the General Laws of Massachusetts. Landlord shall have the right, from time to time and with reasonable prior notice to Tenant (except in an emergency), to inspect the Premises for compliance with the terms of this Section 11 at Tenant’s sole cost and expense.

11.2 Environmental Laws. Tenant, at its sole cost and expense, shall comply with (i) all laws, statutes, ordinances, rules and regulations of any local, state or federal governmental authority having jurisdiction concerning environmental, health and safety matters, including, without limitation, the laws listed in Section 11.1 above (collectively, “**Environmental Laws**”), including but not limited to any discharge by any of the Tenant Parties into the air, surface, water, sewers, soil or groundwater of any Hazardous Material, whether within or outside the Premises, and (ii) any rules, requirements and safety procedures of the Massachusetts Department of Environmental Protection, the Town of Hull and any insurer of the Property or the Premises with respect to Tenant’s use, storage and disposal of any Hazardous Materials.

12. RULES AND REGULATIONS. Tenant will faithfully observe and comply with the all rules and regulations promulgated by Landlord from time to time with respect to the Hotel and the Property (collectively, the “**Rules and Regulations**”). The current version of the Rules and Regulations is attached hereto as **Exhibit F**. In the case of any conflict between the provisions of this Lease and any future rules and regulations, the provisions of this Lease shall control. Nothing contained in this Lease shall be construed to impose upon Landlord any duty or obligation to enforce the Rules and Regulations or the terms, covenants or conditions in any other lease as against any other tenant and Landlord shall not be liable to Tenant for violation of the same by any other tenant, its servants, employees, agents, contractors, visitors, invitees or licensees.

13. LEGAL REQUIREMENTS. Tenant shall be responsible at its sole cost and expense for complying with (and keeping the Premises in compliance with) all Legal Requirements which are applicable to Tenant’s particular use or occupancy of, or Alterations made by Tenant to, the Premises. If Tenant receives notice of any violation of Legal Requirements applicable to the Premises or the Property, it shall give prompt notice thereof to Landlord.

14. SURRENDER; ABANDONED PROPERTY; HOLD-OVER.

14.1 Surrender. Upon the termination of this Lease, Tenant shall (a) peaceably quit and surrender to Landlord the Premises broom clean, in good order, repair and condition excepting only ordinary wear and tear; (b) remove all of Tenant’s Property and, to the extent specified by Landlord, Alterations made by Tenant, and (c) repair any damages to the Premises and/or the Property caused by the installation or removal of such Alterations. Tenant’s obligations under this Section 14.1 shall survive the termination of this Lease.

14.2 Abandoned Property. After the termination hereof, if Tenant fails to remove any property from the Property or the Premises which Tenant is obligated by the terms of this Lease to

remove, such property (the "**Abandoned Property**") shall be conclusively deemed to have been abandoned, and may either be retained by Landlord as its property or sold or otherwise disposed of in such manner as Landlord may see fit. If any item of Abandoned Property shall be sold, Tenant hereby agrees that Landlord may receive and retain the proceeds of such sale and apply the same, at its option, to the expenses of the sale, the cost of moving and storage, any damages to which Landlord may be entitled pursuant to law, and to any arrears of Rent.

14.3 Holdover. If any of the Tenant Parties holds over after the termination hereof, Tenant shall be deemed a tenant-at-sufferance subject to the provisions of this Lease; provided that whether or not Landlord has accepted Rent, (i) Tenant shall pay Minimum Rent at 150% of the highest rate of Minimum Rent payable during the Term, (ii) Tenant shall continue to pay to Landlord all additional rent as specified under this Lease, and (iii) Tenant shall be liable for all damages, including without limitation consequential damages, incurred by Landlord as a result of such holding over, Tenant hereby acknowledging that Landlord may need the Premises after the end of the Term for other tenants and that the damages which Landlord may suffer as the result of Tenant's holding over cannot be determined as of the date hereof. Nothing contained herein shall grant Tenant the right to holdover after the termination hereof.

15. MORTGAGEE RIGHTS. Tenant's rights and interests under this Lease shall be (i) subject and subordinate to any existing or future mortgages, deeds of trust, overleases, or similar instruments covering the Premises and/or any or all of the Property and to all advances, modifications, renewals, replacements, and extensions thereof (each of the foregoing, a "**Mortgage**"), or (ii) if the holder of any Mortgage (each, a "**Mortgagee**") elects, prior to the lien of any present or future Mortgage. Tenant further shall attorn to and recognize any successor landlord, whether through foreclosure or otherwise, as if the successor landlord were the originally named landlord. The provisions of this Section 15 shall be self-operative and no further instrument shall be required to effect such subordination or attornment; however, Tenant agrees to execute, acknowledge and deliver such instruments, confirming such non-disturbance and subordination as shall be reasonably requested by any such Mortgagee within fifteen (15) days of request therefor.

16. QUIET ENJOYMENT. Landlord covenants that so long as Tenant keeps and performs each and every covenant, agreement, term, provision and condition herein contained on the part and on behalf of Tenant to be kept and performed, Tenant shall peaceably and quietly hold, occupy and enjoy the Premises during the Term hereof from and against the claims of all persons lawfully claiming by, through or under Landlord subject, nevertheless, to the covenants, agreements, terms, provisions and conditions of this Lease, any matters of record or of which Tenant has knowledge and to any Mortgage to which this Lease is subject and subordinate, as hereinabove set forth.

17. EVENTS OF DEFAULT

17.1 Events of Default. The occurrence of any one or more of the following events shall constitute an "**Event of Default**" hereunder by Tenant:

(a) If Tenant fails to make any payment of Rent or any other payment required hereunder, as and when due, and such failure shall continue for a period of ten (10) days after

notice thereof from Landlord to Tenant; provided, however, an Event of Default shall occur hereunder without any obligation of Landlord to give any notice if (i) Tenant fails to make any payment within ten (10) days after the due date therefor, and (ii) Landlord has given Tenant written notice under this Section 17.1(a) on more than one (1) occasion during the twelve (12) month interval preceding such failure by Tenant;

(b) If Tenant shall fail to commence Tenant's Work by the Commencement Date and such failure continues for thirty (30) days after notice thereof from Landlord to Tenant;

(c) Intentionally Omitted;

(d) If Tenant shall abandon the Premises (whether or not the keys shall have been surrendered or the Rent shall have been paid);

(e) If Tenant shall fail to execute and deliver to Landlord an estoppel certificate pursuant to Section 10 above or a subordination and attornment agreement pursuant to Section 15 above, within the timeframes set forth therein;

(f) If Tenant shall fail to maintain any insurance required hereunder and such failure continues for one (1) business day after written notice thereof from Landlord;

(g) If Tenant shall fail to restore the Security Deposit to its original amount as required under Section 22 below, and such failure continues for ten (10) days after notice thereof from Landlord to Tenant;

(h) If Tenant causes or suffers any release of Hazardous Materials in or near the Premises or anywhere within the Property;

(i) If Tenant shall make a Transfer in violation of the provisions of Section 8 above, or if any event shall occur or any contingency shall arise whereby this Lease, or the term and estate thereby created, would (by operation of law or otherwise) devolve upon or pass to any person, firm or corporation other than Tenant, except as expressly permitted under Section 8 hereof;

(j) The failure by Tenant to observe or perform any of the covenants or provisions of this Lease to be observed or performed by Tenant, other than as specified above, and such failure continues for more than fifteen (15) days after notice thereof from Landlord; provided, further, that if the nature of Tenant's default is such that more than fifteen (15) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant shall commence such cure within said fifteen (15) day period and thereafter diligently prosecute such cure to completion, which completion shall occur not later than ninety (90) days from the date of such notice from Landlord;

(k) Tenant shall be involved in financial difficulties as evidenced by an admission in writing by Tenant of Tenant's inability to pay its debts generally as they become due, or by the making or offering to make a composition of its debts with its creditors;

(l) Tenant shall make an assignment or trust mortgage, or other conveyance

or transfer of like nature, of all or a substantial part of its property for the benefit of its creditors,

(m) an attachment on mesne process, on execution or otherwise, or other legal process shall issue against Tenant or its property and a sale of any of its assets shall be held thereunder;

(n) judgment, attachment or the like in excess of \$1,000,000 shall be entered, recorded or filed against Tenant in any court, registry, etc. and Tenant shall fail to pay such judgment within thirty (30) days after the judgment shall have become final beyond appeal or to discharge or secure by surety bond such lien, attachment, etc. within thirty (30) days of such entry, recording or filing, as the case may be;

(o) the leasehold hereby created shall be taken on execution or by other process of law and shall not be revested in Tenant within thirty (30) days thereafter;

(p) receiver, sequesterer, trustee or similar officer shall be appointed by a court of competent jurisdiction to take charge of all or any part of Tenant's Property and such appointment shall not be vacated within thirty (30) days; or

(q) any proceeding shall be instituted by or against Tenant pursuant to any of the provisions of any Act of Congress or State law relating to bankruptcy, reorganizations, arrangements, compositions or other relief from creditors, and, in the case of any proceeding instituted against it, if Tenant shall fail to have such proceedings dismissed within thirty (30) days or if Tenant is adjudged bankrupt or insolvent as a result of any such proceeding; or

(r) If Tenant shall fail to deliver the Guaranty as required pursuant to Section 23 below.

17.2 Remedies. Upon an Event of Default, Landlord may, by notice to Tenant, elect to terminate this Lease; and thereupon (and without prejudice to any remedies which might otherwise be available for arrears of Rent or preceding breach of covenant or agreement and without prejudice to Tenant's liability for damages as hereinafter stated), upon the giving of such notice, this Lease shall terminate as of the date specified therein as though that were the Expiration Date. Upon such termination, Landlord shall have the right to utilize the Security Deposit and apply the proceeds thereof to its damages hereunder. Without being taken or deemed to be guilty of any manner of trespass or conversion, and without being liable to indictment, prosecution or damages therefor, Landlord may, by lawful process, enter into and upon the Premises (or any part thereof in the name of the whole); repossess the same, as of its former estate; and expel Tenant and those claiming under Tenant. The words "re-entry" and "re-enter" as used in this Lease are not restricted to their technical legal meanings.

17.3 Damages - Termination.

(a) Upon the termination of this Lease under the provisions of this Section 17, Tenant shall pay to Landlord Rent up to the time of such termination, shall continue to be liable for any preceding breach of covenant, and in addition, shall pay to Landlord as damages, at the election of Landlord, either:

(i) the amount (discounted to present value at the rate of five percent (5%) per annum) by which, at the time of the termination of this Lease (or at any time thereafter if Landlord shall have initially elected damages under Section 17.3(a)(ii) below), (x) the aggregate of Rent projected over the period commencing with such termination and ending on the Expiration Date, exceeds (y) the aggregate projected rental value of the Premises for such period, taking into account a reasonable time period during which the Premises shall be unoccupied, plus all Reletting Costs (hereinafter defined); or

(ii) amounts equal to Rent which would have been payable by Tenant had this Lease not been so terminated, payable upon the due dates therefor specified herein following such termination and until the Expiration Date, provided, however, if Landlord shall re-let the Premises during such period, that Landlord shall credit Tenant with the net rents received by Landlord from such re-letting, such net rents to be determined by first deducting from the gross rents as and when received by Landlord from such re-letting the expenses incurred or paid by Landlord in terminating this Lease, as well as the expenses of re-letting, including altering and preparing the Premises for new tenants, brokers' commissions, and all other similar and dissimilar expenses properly chargeable against the Premises and the rental therefrom (collectively, "**Reletting Costs**"), it being understood that any such re-letting may be for a period equal to or shorter or longer than the remaining Term; and provided, further, that (x) in no event shall Tenant be entitled to receive any excess of such net rents over the sums payable by Tenant to Landlord hereunder and (y) in no event shall Tenant be entitled in any suit for the collection of damages pursuant to this Section 17.3(a)(ii) to a credit in respect of any net rents from a re-letting except to the extent that such net rents are actually received by Landlord prior to the commencement of such suit. If the Premises or any part thereof should be re-let in combination with other space, then proper apportionment on a square foot area basis shall be made of the rent received from such re-letting and of the expenses of re-letting.

(b) Intentionally Deleted.

(c) Suit or suits for the recovery of such damages, or any installments thereof, may be brought by Landlord from time to time at its election, and nothing contained herein shall be deemed to require Landlord to postpone suit until the date when the Term would have expired if it had not been terminated hereunder.

(d) Nothing herein contained shall be construed as limiting or precluding the recovery by Landlord against Tenant of any sums or damages to which, in addition to the damages particularly provided above, Landlord may lawfully be entitled by reason of any Event of Default hereunder.

(e) In lieu of any other damages and in lieu of full recovery by Landlord of all sums payable under all the foregoing provisions of this Section 17.3, Landlord may, by written notice to Tenant, at any time after this Lease is terminated under any of the provisions herein contained or is otherwise terminated for breach of any obligation of Tenant and before such full recovery, elect to recover, and Tenant shall thereupon pay, as liquidated damages, an amount equal to the aggregate of (x) an amount equal to the lesser of (1) Rent accrued under this Lease in the twelve (12) months immediately prior to such termination, or (2) Rent payable during the remaining months of the Term if this Lease had not been terminated, plus (y) the amount of Rent

accrued and unpaid at the time of termination, less (z) the amount of any recovery by Landlord under the foregoing provisions of this Section 17.3 up to the time of payment of such liquidated damages.

17.4 Landlord's Self-Help; Fees and Expenses. If Tenant shall default in the performance of any covenant on Tenant's part to be performed in this Lease contained, including without limitation the obligation to maintain the Premises and/or the Premises in the required condition pursuant to Section 14.1 above, Landlord may, upon reasonable advance notice and an opportunity to cure such default not to exceed five (5) days after notice, except that no notice or cure period shall be required in an emergency, immediately, or at any time thereafter, perform the same for the account of Tenant. Tenant shall pay to Landlord upon demand therefor any costs incurred by Landlord in connection therewith, together with interest at the Default Rate until paid in full. In addition, Tenant shall pay all of Landlord's costs and expenses, including without limitation reasonable attorneys' fees, incurred (i) in enforcing any obligation of Tenant under this Lease or (ii) as a result of Landlord or any of the Landlord Indemnitees, without its fault, being made party to any litigation pending by or against any of the Tenant Parties.

17.5 Waiver of Redemption, Statutory Notice and Grace Periods. Tenant does hereby waive and surrender all rights and privileges which it might have under or by reason of any present or future Legal Requirements to redeem the Premises or to have a continuance of this Lease for the Term hereby demised after being dispossessed or ejected therefrom by process of law or under the terms of this Lease or after the termination of this Lease as herein provided. Except to the extent prohibited by Legal Requirements, any statutory notice and grace periods provided to Tenant by law are hereby expressly waived by Tenant.

17.6 Landlord's Remedies Not Exclusive. The specified remedies to which Landlord may resort hereunder are cumulative and are not intended to be exclusive of any remedies or means of redress to which Landlord may at any time be lawfully entitled, and Landlord may invoke any remedy (including the remedy of specific performance) allowed at law or in equity as if specific remedies were not herein provided for.

17.7 No Waiver. Landlord's failure to seek redress for violation, or to insist upon the strict performance, of any covenant or condition of this Lease, or any of the Rules and Regulations promulgated hereunder, shall not prevent a subsequent act, which would have originally constituted a violation, from having all the force and effect of an original violation. The receipt by Landlord of Rent with knowledge of the breach of any covenant of this Lease shall not be deemed a waiver of such breach. The failure of Landlord to enforce any of such Rules and Regulations against Tenant and/or any other tenant in the Premises shall not be deemed a waiver of any such Rules and Regulations. No provisions of this Lease shall be deemed to have been waived by either party unless such waiver be in writing signed by such party. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent herein stipulated shall be deemed to be other than on account of the stipulated Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy in this Lease provided.

17.8 Landlord Default. Notwithstanding anything to the contrary contained in the

Lease, Landlord shall in no event be in default in the performance of any of Landlord's obligations under this Lease unless Landlord shall have failed to perform such obligations within thirty (30) days (or such additional time as is reasonably required to correct any such default, provided Landlord commences cure within 30 days) after notice by Tenant to Landlord properly specifying wherein Landlord has failed to perform any such obligation. Except as expressly set forth in this Lease, Tenant shall not have the right to terminate or cancel this Lease or to withhold rent or to set-off or deduct any claim for damages against rent as a result of any default by Landlord or breach by Landlord of its covenants or any warranties or promises hereunder. In addition, Tenant shall not assert any right to deduct the cost of repairs or any monetary claim against Landlord from rent thereafter due and payable under this Lease.

18. CASUALTY AND CONDEMNATION.

18.1 Damage. If the Premises are damaged in whole or part because of fire or other insured casualty ("**Casualty**"), or if the Premises are subject to a taking in connection with the exercise of any power of eminent domain, condemnation, or purchase under threat or in lieu thereof (any of the foregoing, a "**Taking**"), then unless this Lease is terminated in accordance with Section 18.2 below, Landlord shall restore the Premises and/or the Premises to substantially the same condition as existed on the Commencement Date, or in the event of a partial Taking which affects the Premises and the Premises, restore the remainder of the Premises and the Premises not so Taken to substantially the same condition as is reasonably feasible. Subject to rights of Mortgagees, Tenant Delays, Legal Requirements then in existence and to delays for adjustment of insurance proceeds or Taking awards, as the case may be, and instances of *Force Majeure*, Landlord shall substantially complete such restoration within one (1) year after Landlord's receipt of all required permits therefor with respect to substantial reconstruction of at least 50% of the Premises, or, within one hundred eighty (180) days after Landlord's receipt of all required permits therefor in the case of restoration of less than 50% of the Premises. Upon substantial completion of such restoration by Landlord, Tenant shall use diligent efforts to complete restoration of the Premises to substantially the same condition as existed immediately prior to such Casualty or Taking, as the case may be, as soon as reasonably possible. From the date of any such Casualty or Taking until the earlier of (a) the date that is ninety (90) days after the date that the Premises are so repaired and restored by Landlord and possession is delivered to Tenant for its repairs and restoration, or (b) the date Tenant reopens for business in the Premises, the Minimum Rent and additional rent payments payable hereunder shall abate in such proportion as the part of said Premises thus destroyed or rendered untenable or taken bears to the total Premises. Tenant agrees to cooperate with Landlord in such manner as Landlord may reasonably request to assist Landlord in collecting insurance proceeds due in connection with any Casualty which affects the Premises or the Premises. In no event shall Landlord be required to expend more than the Net (hereinafter defined) insurance proceeds Landlord receives for damage to the Premises and/or the Premises or the Net Taking award attributable to the Premises and/or the Premises. "**Net**" means the insurance proceeds or Taking award actually paid to Landlord (and not paid over to a Mortgagee) less all costs and expenses, including adjusters and attorney's fees, of obtaining the same. Tenant shall pay to Landlord Tenant's Share of any deductible under any property insurance policy maintained by Landlord. During the restoration period the rent payment will be waived by the Landlord.

18.2 Termination Rights.

(a) Landlord's Termination Rights. Landlord may terminate this Lease upon thirty (30) days' prior written notice to Tenant if (i) any material portion of the Premises or any material means of access thereto is taken; (ii) more than thirty-five percent (35%) of the Premises is damaged by Casualty; or (iii) if the estimated time to complete restoration exceeds one (1) year from the date on which Landlord receives all required permits for such restoration.

(b) Tenant's Termination Right. If Landlord is so required but fails to complete restoration of the Premises within the time frames and subject to the conditions set forth in Section 19.1 above, then Tenant may terminate this Lease upon thirty (30) days' written notice to Landlord; provided, however, that if Landlord completes such restoration within thirty (30) days after receipt of any such termination notice, such termination notice shall be null and void and this Lease shall continue in full force and effect. The remedies set forth in this Section 18.2(b) and in Section 18.2(c) below are Tenant's sole and exclusive rights and remedies based upon Landlord's failure to complete the restoration of the Premises as set forth herein.

(c) Either Party May Terminate. In the case of any Casualty or Taking affecting the Premises and occurring during the last six (6) months of the Term, then (i) if such Casualty or Taking results in more than twenty-five percent (25%) of the floor area of the Premises being unsuitable for the Permitted Uses, or (ii) the damage to the Premises costs more than \$100,000 to restore, then either Landlord or Tenant shall have the option to terminate this Lease upon thirty (30) days' written notice to the other.

(d) Automatic Termination. In the case of a Taking of the entire Premises, then this Lease shall automatically terminate as of the date of possession by the Taking authority.

18.3 Taking for Temporary Use. If the Premises are Taken for temporary use, this Lease and Tenant's obligations, including without limitation the payment of Rent, shall continue. For purposes hereof, a "Taking for temporary use" shall mean a Taking of ninety (90) days or less.

18.4 Disposition of Awards. Except for any separate award for Tenant's movable trade fixtures, relocation expenses, and unamortized leasehold improvements paid for by Tenant (provided that the same may not reduce Landlord's award), all Taking awards to Landlord or Tenant shall be Landlord's property without Tenant's participation, and Tenant hereby assigns to Landlord Tenant's interest, if any, in such award. Tenant may pursue its own claim against the Taking authority.

19. SIGNAGE

19.1 Exterior Signage. Within twenty (20) days following the date this Lease is fully-executed, Tenant shall submit to Landlord for its approval a set of plans and specifications for Tenant's proposed exterior signage, which approval shall include approval as to the location, size and design of Tenant's proposed signage and may be given or withheld in Landlord's sole discretion. When Landlord has approved Tenant's proposed signage (such signage, as approved by Landlord is hereinafter referred to as the "Approved Signage"), Landlord shall promptly, at Landlord's sole cost and expense, obtain any necessary permits from the Town of Hull for the Approved Signage. Promptly following receipt of any and all required permits and approvals

therefor, Tenant shall arrange to have prepared and install, at Tenant's sole cost and expense, the Approved Signage, in compliance with all Legal Requirements and the requirements of the permits and approvals obtained from the Town of Hull. Tenant shall cooperate with Landlord, at Tenant's sole cost and expense, in connection with Landlord's efforts to obtain any necessary approvals for the Approved Signage. Tenant shall, at its sole cost and expense, maintain the Approved Signage or other signs as may be permitted hereunder and/or approved by Landlord in good condition and repair at all times and in compliance with Legal Requirements. Tenant shall remove the Approved Signage and any other sign installed by Tenant upon the expiration or earlier termination of the Term and shall promptly repair any damage related to the installation, alteration or removal thereof and restore the Premises and the Premises to their original condition.

19.2 Other Signage. Subject to Section 19.1 above and except as otherwise expressly provided in this Section 19.2, Tenant shall not place or suffer to be placed or maintained on the exterior of the Premises, or any part of the interior visible from the exterior thereof, any sign, banner, advertising matter or any other thing of any kind (including, without limitation, any hand-lettered advertising), and shall not place or maintain any decoration, letter or advertising matter on the glass of any window or door of the Premises without first obtaining Landlord's written approval. No signs or blinds may be put on or in any window or elsewhere if visible from the exterior of the Premises. Notwithstanding the foregoing, Tenant may place one (1) sign at the entrance to the restaurant in the Hotel lobby indicating the location of the restaurant, provided that Tenant has obtained any required permits and approvals therefor.

20. NOTICES. Any notice, consent, request, bill, demand or statement hereunder (each, a "**Notice**") by either party to the other party shall be in writing and shall be deemed to have been duly given when either delivered by hand or by nationally recognized overnight courier (in either case with evidence of delivery or refusal thereof) addressed as follows:

If to Landlord: NANTASKET HOTEL OWNER LLC
c/o Newport Hotel Group
28 Jacome Way
Middletown, RI 02842
Attention: Jon Cohen

With a copy to: Goulston & Storrs PC
400 Atlantic Avenue
Boston, MA 02110
Attention: Newport Hotel Group

if to Tenant: PARAGON GRILL LLC
c/o Don McCall
28 Jacome Way
Middletown, RI 02842

Notwithstanding the foregoing, any notice from Landlord to Tenant regarding ordinary business operations (e.g., exercise of a right of access to the Premises, maintenance activities, invoices, etc.) may also be given by written notice delivered by electronic mail or facsimile to any person

at the Premises whom Landlord reasonably believes is authorized to receive such notice on behalf of Tenant without copies as specified above. Either party may at any time change the address or specify an additional address for such Notices by delivering or mailing, as aforesaid, to the other party a notice stating the change and setting forth the changed or additional address, provided such changed or additional address is within the United States. Notices shall be effective upon the date of receipt or refusal thereof.

21. MISCELLANEOUS

21.1 Separability. If any provision of this Lease or portion of such provision or the application thereof to any person or circumstance is for any reason held invalid or unenforceable, the remainder of this Lease (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.

21.2 Captions. The captions are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Lease nor the intent of any provisions thereof.

21.3 Broker. Tenant and Landlord each warrants and represents that it has dealt with no broker in connection with the consummation of this Lease. Tenant and Landlord each agrees to defend, indemnify and save the other harmless from and against any Claims arising in breach of the representation and warranty set forth in the immediately preceding sentence.

21.4 Entire Agreement. This Lease and Exhibits A through H attached hereto and incorporated herein contain the entire and only agreement between the parties and any and all statements and representations, written and oral, including previous correspondence and agreements between the parties hereto, are merged herein. Tenant acknowledges that all representations and statements upon which it relied in executing this Lease are contained herein and that Tenant in no way relied upon any other statements or representations, written or oral. This Lease may not be modified orally or in any manner other than by written agreement signed by the parties hereto.

21.5 Governing Law. This Lease is made pursuant to, and shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts and any applicable local municipal rules, regulations, by-laws, ordinances and the like.

21.6 Representation of Authority. By his or her execution hereof, each of the signatories on behalf of the respective parties hereby warrants and represents to the other that he or she is duly authorized to execute this Lease on behalf of such party. Upon Landlord's request, Tenant shall provide Landlord with evidence that any requisite resolution, corporate authority and any other necessary consents have been duly adopted and obtained.

21.7 Expenses Incurred by Landlord Upon Tenant Requests. Tenant shall, upon demand, reimburse Landlord for all reasonable expenses (including reasonable legal fees) incurred by Landlord in connection with all requests by Tenant for consents, approvals or execution of collateral documentation related to this Lease or in connection with requests by Tenant for Landlord's consent to make a Transfer. Such costs shall be deemed to be additional

rent under this Lease.

21.8 Survival. Without limiting any other obligation of Tenant which may survive the expiration or prior termination of the Term, all obligations on the part of Tenant to indemnify, defend, or hold Landlord harmless, as set forth in this Lease shall survive the expiration or prior termination of the Term.

21.9 Limitation of Liability. Tenant shall neither assert nor seek to enforce any claim against Landlord or any of the Landlord Indemnitees, or the assets of any of the Landlord Indemnitees, for breach of this Lease or otherwise, other than against Landlord's interest in the Property and in the uncollected rents, issues and profits thereof, and Tenant agrees to look solely to such interest for the satisfaction of any liability of Landlord under this Lease. This Section 21.9 shall not limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord. Landlord and Tenant specifically agree that in no event shall Landlord or any of the Landlord Indemnitees ever be personally liable for any obligation under this Lease. In no event shall Landlord or any of the Landlord Indemnitees ever be liable for consequential or incidental damages or for lost profits.

21.10 Binding Effect. The covenants, agreements, terms, provisions and conditions of this Lease shall bind and benefit the successors and assigns of the parties hereto with the same effect as if mentioned in each instance where a party hereto is named or referred to, except that no violation of the provisions of Section 8 hereof shall operate to vest any rights in any successor or assignee of Tenant.

21.11 Seizin of Title. Upon any sale, transfer or other disposition of the Property, Landlord shall be entirely freed and relieved from the performance and observance thereafter of all covenants and obligations hereunder on the part of Landlord to be performed and observed, it being understood and agreed in such event (and it shall be deemed and construed as a covenant running with the land) that the person succeeding to Landlord's ownership of said reversionary interest shall thereupon and thereafter assume, and perform and observe, any and all of such covenants and obligations of Landlord.

21.12 Confidentiality. Tenant covenants and agrees with Landlord that it shall keep confidential any and all information acquired in any manner or by any means, learned by Tenant, given to Tenant or to which Tenant has been given access with regard to the booking of the Hotel including but not limited to customer lists, trade or operational manuals, business plans, operational plans, financial information of any kind, or any similar information or material. The foregoing obligation shall survive the expiration or earlier termination of this Lease and shall remain in full force and effect thereafter. In the event that Tenant breaches its covenant in this Section 21.12, Landlord, or any of its affiliated or subsidiary companies may enforce this covenant by any legal or equitable means, including damages or injunctive relief.

21.13 Personal Property Taxes. Tenant shall pay, prior to delinquency, all personal property taxes assessed against Tenant directly and applicable to Tenant's Property located in the Premises or in the Premises or on the Property, including without limitation all excise and other taxes attributable to the Furniture and Equipment.

22. SECURITY DEPOSIT

22.1 Amount. Tenant shall deliver to Landlord the sum of Five Thousand and 00/100 Dollars (\$5,000.00) (the "**Security Deposit**"), which will be held by Landlord in accordance with this Section 22. Landlord shall hold the Security Deposit as security for Tenant's performance of all its Lease obligations. After an Event of Default, Landlord may apply the Security Deposit, or any part thereof, to Landlord's damages without prejudice to any other Landlord remedy. Landlord has no obligation to pay interest on the Security Deposit and may co-mingle the Security Deposit with Landlord's funds. If Landlord conveys its interest under this Lease, the Security Deposit, or any part not applied previously, may be turned over to the grantee in which case Tenant shall look solely to the grantee for the proper application and return of the Security Deposit.

22.2 Return of Security Deposit. Should Tenant comply with all of such terms, covenants and conditions and promptly pay all sums payable by Tenant to Landlord hereunder, the Security Deposit shall be returned to Tenant within sixty (60) days after the end of the Term, less any portion thereof which may have been utilized by Landlord to cure any default or applied to any actual damage suffered by Landlord.

23. GUARANTY. Simultaneously with the execution of this Lease, Tenant shall deliver to Landlord an original guaranty in the form attached hereto as **Exhibit G** and incorporated herein (the "**Guaranty**") executed by Guarantor as additional security for the payment and performance of all of Tenant's obligations hereunder.

24. SECURITY INTEREST IN TENANT'S PROPERTY. In addition to any statutory landlord's lien, now or hereafter enacted, Tenant grants to Landlord, to secure performance of Tenant's obligations hereunder, a security interest in all of Tenant's personal property located on the Property ("**Tenant's Property**") and Tenant's Property shall not be removed from the Premises without the prior written consent of Landlord (other than in Tenant's ordinary course of business) until all obligations of Tenant have been fully performed. Upon the occurrence of an Event of Default, Landlord may, in addition to all other remedies, without notice or demand except as provided below, exercise the rights afforded to a secured party under the Uniform Commercial Code of the state in which the Premises are located (the "**UCC**"). Within ten (10) days following written request therefor, Tenant shall execute financing statements to be filed of record to perfect Landlord's security interest in Tenant's Property. To the extent the UCC requires Landlord to give to Tenant notice of any act or event and such notice cannot be validly waived before a default occurs, then five (5) days' prior written notice thereof shall be reasonable notice of the act or event. If Tenant fails to deliver the financing statements within such 10-day period, Landlord may complete the same on Tenant's behalf, Tenant hereby granting to Landlord a power of attorney to execute and file any financing statement or other instrument necessary to perfect Landlord's security interest under this Section 24, which power is coupled with an interest and is irrevocable during the Term.

25. TENANT ALLOWANCE; LANDLORD'S CONTRIBUTION.

25.1 Allowance. Provided Tenant is not in monetary or material non-monetary default of its obligations under this Lease at the time of Tenant's application therefor, Landlord agrees to

contribute an amount equal to the lesser of (i) Twenty-Five Thousand and 00/100 Dollars (\$25,000.00), or (ii) the actual cost of constructing Tenant's Work (the "Allowance").

25.2 Procedure for Allowance Draw Down. The Allowance shall be disbursed by Landlord within thirty (30) days following Landlord's receipt of the following documentation and/or amounts:

- (i) a certificate and sworn statement of Tenant certifying that Tenant's Work has been completed in accordance with the approved plans and specifications;
- (ii) contractor's, subcontractor's and material supplier's waivers of liens conditioned upon payment for work performed to date, which shall cover all of Tenant's Work and all other statements and forms required for compliance with the mechanics' lien laws of the Commonwealth of Massachusetts, together with all such invoices, contracts, or other supporting data as Landlord may reasonably require;
- (iii) a request to disburse from Tenant;
- (iv) Tenant has opened for business to the public at the Premises;
- (v) Landlord has received the first month's installment of Minimum Rent due upon the Rent Commencement Date;
- (vi) Landlord has received a copy of all licenses, permits and approvals for the operation of Tenant's business for the Permitted Use; and
- (vii) Landlord has received the full amount of the Security Deposit and the original executed Guaranty.

25.3 Unused Allowance. If Tenant does not submit a request for payment of the entire Allowance to Landlord in accordance with the provisions contained in this Section 25, within six (6) months after the Rent Commencement Date ("Outside Date"), time being of the essence, then any unused amount shall accrue to the sole benefit of Landlord, it being understood that Tenant shall not be entitled to any credit, abatement or other concession in connection therewith. Tenant shall be responsible for all applicable state sales or use taxes, if any, payable in connection with Tenant's Work and/or the Allowance.

25.4 Use of Allowance. The Allowance shall be used exclusively for the purpose of constructing Tenant's Work. In accordance with the provisions of Section 110 of the Internal Revenue Code of 1986, as amended (the "Code"), and any regulations promulgated thereunder, the Allowance is for the purpose of constructing or improving qualified long-term real property (within the meaning of said Section 110 of the Code) for use in Tenant's trade or business at the Premises. All improvements funded by the Allowance shall be deemed to be the property of Landlord, and Landlord shall depreciate the same as long-term real property.

25.5 Landlord's Contribution. In addition to the Allowance, Landlord agrees to pay to Tenant the sum of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) ("Landlord's

Contribution”) towards the operation of Tenant’s business for the Permitted Use, including without limitation, soft costs incurred in connection with Tenant’s Work, the purchase of goods and inventory for the restaurant and training Tenant’s employees. Provided that Landlord has received all of the documentation and/or amounts specified in Section 25.2 above with respect to the Allowance, Landlord’s Contribution shall be paid to Tenant within thirty (30) days following Landlord’s receipt of Tenant’s written request therefor. If Landlord does not receive such request by the Outside Date, time being of the essence, then Landlord shall have no further liability to Tenant for Landlord’s Contribution.

26. LIQUOR LICENSE

26.1 Liquor License. Immediately upon the full execution of this Lease, Tenant shall apply for, seek and obtain, and have duly approved by the Town of Hull License Commission (the “**License Commission**”) and the Massachusetts Alcoholic Beverages Control Commission (the “**ABCC**”), as soon as possible, a so-called 7-day full year alcoholic beverages liquor license (the “**Liquor License**”) permitting the sale of liquor, beer and wine for on-premises consumption at the Premises and the Outside Seating Area (as defined in Section 27 below) seven (7) days per week during the Lease Year, subject to and in accordance with Legal Requirements and this Lease. In connection with Tenant’s application for the Liquor License, Landlord shall apply for, seek and obtain, and have duly approved by the License Commission and the ABCC an amendment to the liquor license held by Landlord for the Hotel to remove the Premises and the Outside Seating Area from the scope of its coverage. Landlord shall cooperate with Tenant in all reasonable respects in connection with obtaining the Liquor License, and Landlord shall reimburse Tenant for the reasonable out-of-pocket costs actually incurred by Tenant in obtaining the Liquor License within twenty (20) days following receipt of a reasonable detailed invoice from Tenant therefor. Tenant further agrees throughout the Term of this Lease to use all best efforts and diligence to maintain the Liquor License in full force and effect and good standing.

26.2 Sale of Liquor, Beer and Wine. Provided that (i) Tenant obtains the Liquor License, as aforesaid, and (ii) Tenant complies with all Legal Requirements with respect to the sale of liquor, beer and wine as aforesaid, Landlord agrees that Tenant named in this Lease, but not any assignee or sublessee of Tenant, shall have the right to sell liquor, beer and wine only at retail for consumption within the Premises and the Outside Seating Area, subject to and in accordance with all applicable provisions of the Liquor License and this Lease.

26.3 Indemnity. Tenant agrees to defend, indemnify and hold harmless the Landlord Indemnitees from and against any and all Claims relating to the sale of alcohol in and from the Premises and the Outside Seating Area, including, without limitation, any Claim arising from any act, omission or negligence of Tenant and/or Tenant’s agents, servants, employees, consultants, contractors, subcontractors, licensees and/or subtenants, or from any accident, injury, or damage whatsoever caused to any person or to the property of any person occurring from and after the Commencement Date until the end of the Term of this Lease, whether such Claim arises from or relates to any accident, injury, death, loss or damage which occurs within the Premises, in the Hotel but outside the Premises, or outside the Hotel or outside the Property. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities (including, without limitation, legal fees, court costs and other reasonable disbursements) incurred or made in connection with any such Claim brought thereon, and the defense thereof, and shall

survive the termination of this Lease. It is understood that without this indemnification of Landlord by Tenant, Landlord would not enter into this Lease and would not permit the sale of alcohol in or from the Premises. Tenant covenants that Tenant's liability insurance policies referred to in Section 9(a) of this Lease shall, at a minimum, cover, indemnify and hold harmless the Landlord Indemnitees from all such matters and items mentioned in this Section 26.3. The foregoing indemnity shall survive the expiration or earlier termination of this Lease.

26.4 Liquor Liability Insurance. Without limiting the generality of other provisions of this Lease regarding insurance coverage to be maintained by Tenant for such period of time as Tenant shall serve liquor, beer and/or wine, Tenant agrees to maintain with a responsible and qualified insurance company approved by Landlord the broadest available so-called liquor law liability insurance (sometimes also known as "dram shop" insurance) policy or policies, which shall insure Tenant and the Landlord Indemnitees, and all those claiming by, through or under Landlord, adequately in Landlord's reasonable judgment, against any and all Claims for personal and bodily injury to, or death of, one person or multiple persons in one or more accidents, and for damage to property, as well as for damages due to loss of means of support, loss of consortium, and the like, including, without limitation, any Claims mentioned in Section 26.3 above, such that at all times the Landlord Indemnitees will be fully protected against any claims that may arise by reason of or in connection with the sale and dispensing of any type of liquor and alcoholic beverages in and from the Premises and the Outside Seating Area (the "**Liquor Liability Insurance**"). The Liquor Liability Insurance shall have minimum combined limits of \$3,000,000 plus minimum limits of coverage of at least \$5,000,000 under an umbrella policy covering excess "liquor law" liability, or such higher limits as Landlord may from time reasonably request. Binders of such Liquor Liability Insurance shall at all times be deposited with Landlord showing the current insurance in force; and all such policies shall name Landlord, Newport Hotel Group LLC, the Hotel Operator and any Mortgagee as additional insureds and shall provide that such policies shall not be cancelled or the coverage reduced without at least thirty (30) days' prior written notice to Landlord, and such binder shall evidence the same.

26.5 Suspension, Denial or Revocation. If at any time after Tenant obtains the Liquor License, the Liquor License is suspended, denied or revoked for any reason, including non-compliance with any Legal Requirement, the same shall constitute a material breach of Tenant's obligations hereunder, and Tenant shall promptly (i) deliver to Landlord written notice of such suspension, denial or revocation, and (ii) commence the applicable appeal proceedings and proceed with all due diligence to reinstate the Liquor License. As long as Tenant has so commenced the applicable appeal proceedings, if any, and is proceeding therewith as aforesaid, such suspension, denial or revocation shall not ripen into an Event of Default, and Landlord shall not have the right to terminate this Lease on account thereof, unless and until the suspension, denial or revocation has continued without the Liquor License being reinstated for ninety (90) days or more; but, in the event of such suspension, denial or revocation, if Tenant fails to deliver promptly to Landlord notice thereof, or if Tenant fails promptly to commence the applicable appeal proceedings and to continue thereafter to proceed as aforesaid, then the same shall so ripen into an Event of Default at Landlord's election and upon notice thereof given to Tenant at any time while such suspension, denial or revocation continues. At the time that Tenant makes any filing with or receives a notice or any other communication regarding a hearing or in connection with any purported such noncompliance from any governmental licensing board, agency, commission or like authority with respect to the Liquor License, Tenant promptly shall deliver a

copy of such filing, notice or other communication to Landlord.

26.6 Pledge of Liquor License. Tenant agrees that it shall not sell, transfer, pledge, hypothecate or otherwise transfer or encumber the Liquor License to or in favor of any party (other than Landlord), including, without limitation, any lender, any other tenant or occupant of the Property or any assignee or sublessee of Tenant. As security for the performance by Tenant of its obligations under this Lease and, without limitation, in consideration of Landlord entering into this Lease and permitting the sale by Tenant of liquor, beer and wine in and from the Premises and the Outside Seating Area, Tenant shall, and hereby does, pledge and grant to Landlord, commencing when Tenant obtains any right, title or interest in or to any such Liquor License and continuing throughout the entire term of this Lease, a security interest in the Liquor License heretofore or hereafter acquired by Tenant for the sale of liquor and all alcoholic beverages in and from the Premises and the Outside Seating Area, together with all of Tenant's right, title, interest, power and authority in, to, under or by virtue of such Liquor License and any and all extensions, renewals and replacements thereof. Such security interest shall automatically, without the need to execute any further writings or to commence, take or prosecute any further actions, be and become absolute and foreclosed, immediately vesting in and transferring to Landlord ownership of the Liquor License and all of Tenant's said right, title and interest, power and authority in, to, under and by virtue thereof, as aforesaid, upon and effective as of the expiration or earlier termination of the term of this Lease. Without limiting the generality of the foregoing, Tenant agrees, promptly from time to time upon the request of Landlord to execute and deliver to Landlord a security agreement, financing statement, and such other documentation as Landlord may reasonably request, all in such form and substance as may reasonably be required by Landlord, in order further to evidence and confirm the granting and continued effectiveness of such security interest and any transfer of the Liquor License to Landlord in accordance with the provisions of this Lease, and in the event that Tenant fails so to do within ten (10) days after demand in writing, Tenant does hereby make, constitute and irrevocably appoint Landlord as its attorney-in-fact and in its name, place and stead to do so, such appointment being a power coupled with an interest.

Any breach or default by Tenant under the provisions of any such security agreement or attendant security documentation continuing beyond any applicable grace period, if any is set forth therein, shall constitute an Event of Default hereunder, and any Event of Default by Tenant hereunder shall constitute a breach or default by Tenant under such security agreement. In any event, and without limitation, Landlord shall be protected as a secured party and shall have all rights and remedies with respect to its said security interest in the Liquor License of a secured party under the provisions of the Uniform Commercial Code.

In addition to the foregoing, the Liquor License application (or renewal application) filed by Tenant shall include a request for the pledge of the Liquor License to Landlord, and any and all forms, documents and other information required by the License Commission and/or the ABCC in order to process and effectuate said pledge of the Liquor License shall be completed, duly executed and submitted by Tenant as part of its Liquor License application (or renewal application) filed with the License Commission.

26.7 Security Measures. Tenant covenants and agrees to maintain order and decorum in and around all portions of the Premises and the Outside Seating Area. If auxiliary personnel

are necessary to maintain such order and decorum the same shall be provided by and at the expense of Tenant (with Tenant first having received Landlord's prior written approval of the identity and number of such personnel as well as the times when the same are to be used and the locations at which such personnel are to be stationed, such approval not to be unreasonably withheld, conditioned or delayed) whenever requested by Landlord. Tenant shall use all reasonable efforts to avoid any conduct of any kind considered by Landlord to be improper or offensive, whether occurring in or in the vicinity of the Premises, the Outside Seating Area or the Hotel, Tenant acknowledging that the same would be extremely deleterious to the continued well-being and functioning of the Hotel and the Property. Tenant agrees immediately to take any steps required by Landlord in order to ensure compliance with the foregoing provisions and to ensure that alcoholic beverages served in or from the Premises and/or the Outside Seating Area are not consumed outside such areas within the Premises and/or the Outside Seating Area as are permitted by the Liquor License and under applicable provisions of law and this Lease. In no event will the Premises be used, in whole or in part, as a discotheque, tavern, so-called "singles bar", or the like. In the event that Landlord determines in Landlord's good faith judgment that Tenant has failed to comply in any material respect with the foregoing provisions, immediately following notification (which may be oral) of such failure to the manager or other supervising employee on duty in the Premises at the time, Landlord shall have the right, in addition to all other rights and remedies hereunder, at law or in equity, to take such steps as Landlord determines necessary to remedy such failure, including, without limitation, the right exercisable by giving written notice to Tenant to such effect, to suspend or terminate Tenant's right to sell any alcoholic beverages in or from the Premises and/or the Outside Seating Area; and Tenant shall promptly pay to Landlord all costs and expenses thus incurred, which shall be due and payable on demand as additional rental hereunder.

26.8 Failure to Obtain Liquor License. If Tenant fails to obtain the Liquor License on or before **October 15, 2020**, then either party shall have the right to terminate this Lease by written notice to the other given on or before October 31, 2020, whereupon this Lease shall terminate as of the date set forth in the termination notice and thereafter neither party shall have any obligation to the other except for obligations which by their express terms survive termination of the Lease.

26.9 Transfer of Liquor License at end of Term. Tenant agrees that the Liquor License and all of Tenant's right, title, interest, power and authority in, to, under or by virtue of the Liquor License shall upon the expiration or earlier termination of the Term of this Lease pass and be transferred and assigned to Landlord or its nominee upon Landlord's election. Tenant shall, subject only to receiving the required approval by the License Commission and the ABCC, transfer the Liquor License to Landlord or its nominee upon the expiration or earlier termination of the term of this Lease, and in the event that Tenant fails so to do within ten (10) days after demand in writing, Tenant does hereby make, constitute and irrevocably appoint Landlord as its attorney-in-fact and in its name, place and stead to do so, such appointment being a power coupled with an interest. Tenant agrees to indicate its agreement to transfer the Liquor License to Landlord on any application for a Liquor License and further agrees to do all such acts and to execute and deliver to Landlord all such instruments as shall be required by Landlord or by the appropriate governmental authorities of the Town of Hyannis and the Commonwealth of Massachusetts in connection with the transfer of the Liquor License to Landlord or its nominee. Upon the final transfer and assignment to Landlord or its nominee of the Liquor License in

accordance with the foregoing, including without limitation Landlord having received the approval thereof from the License Commission and the ABCC (including, without limitation, final issuance of the Liquor License by the License Commission to Landlord), and the delivery by Tenant to Landlord of possession of the Premises and the Outside Seating Area with all of Tenant's charges having been paid and otherwise in accordance with the provisions of this Lease, Landlord promptly shall pay to Tenant, as consideration for such transfer and assignment, an amount equal to the purchase price originally paid by Tenant for the Liquor License (but not any increased market value thereof). The provisions of this Section 26.9 shall survive the expiration or earlier termination of the Lease.

27. LICENSE TO USE OUTSIDE SEATING AREA

27.1 Subject to Tenant first obtaining all necessary governmental approvals, permits and licenses for the use thereof, commencing on the date Tenant opens for business at the Premises and continuing throughout the Term of this Lease, unless such license is earlier terminated by Landlord as hereinafter provided, Landlord grants to Tenant a non-exclusive license pursuant to the terms set forth herein, to use the deck located immediately outside and adjacent to the Premises and shown on the Floor Plan (the "**Outside Seating Area**") for purposes of seasonal exterior seating of customers or patrons of the Premises, subject to applicable laws and provisions and restrictions of this Section 27. In no event shall Tenant use the Outside Seating Area after 11:00 p.m. on any night of the week. During all times that the license to use the Outside Seating Area is in effect, the Outside Seating Area shall be considered part of the Premises for the purposes of this Lease, except that no additional Minimum Rent shall be payable for and with respect to the Outside Seating Area. Tenant may use the Outside Seating Area, weather permitting, during those hours and on such days that Tenant is open for business in accordance with the terms of this Lease and subject to rules and regulations imposed by the Town of Hull and any other governmental or quasi-governmental agency. During no time, other than as set forth in the preceding sentence, shall Tenant use or permit any of Tenant's agents, contractors, employees, patrons, invitees or other parties claiming by, through or under Tenant to use the Outside Seating Area for any purpose (unless otherwise approved by Landlord in writing, in Landlord's sole and absolute discretion). Tenant shall be permitted to play ambient music (but in no event any live entertainment) and/or televisions in the Outside Seating Area. Any request for Landlord's consent shall be in writing and shall designate the nature of the live entertainment and the day and hours during which the same shall be conducted. In addition, Tenant shall provide Landlord such additional information regarding such proposed live entertainment as Landlord shall reasonably request.

27.2 Tenant's use of the Outside Seating Area shall be further subject to (i) the terms, conditions, guidelines, rules and regulations (including, without limitation, rules regarding noise, odors, safety and security, and hours of operation) which may now or hereafter be imposed by Landlord or any governmental agency (including without limitation the ordinances of the Town of Hull) having jurisdiction with respect to such use, maintenance, operation and repair of the Outside Seating Area, and Tenant shall abide by all applicable governmental regulations with respect to its use of the Outside Seating Area (including without limitation the ordinances of the Town of Hull); (ii) to any easements, covenants, conditions, restrictions and other agreements now or hereafter of record and affecting the Property, (iii) all applicable laws; and (iv) the restrictions set forth above. All use of the Outside Seating Area by Tenant or its customers shall

be performed in a manner so as to avoid unreasonable interference to other tenants or occupants in their use of the Hotel and/or Property.

27.3 Tenant shall be responsible at its sole cost and expense for obtaining, maintaining and renewing any and all licenses, permits, consents or approvals that may be required by applicable laws of the Town of Hull and Commonwealth of Massachusetts, or any other governmental agency having jurisdiction over the use of the Outside Seating Area in connection with Tenant's use thereof. Tenant shall not serve any food or beverages to customers for consumption in the Outside Seating Area until such time as Tenant obtains all licenses and permits required by applicable laws for such services. Tenant will provide Landlord with copies of all such licenses, permits, consents and approvals within ten (10) days after the date that Tenant shall have obtained same or any renewals of the same. Tenant shall post copies of any licenses, permits, consents or approvals for the Outside Seating Area if and as required under applicable laws. If, at any time, such licenses, permits, consents or approvals shall expire and are not renewed or are revoked, withdrawn or terminated, as the case may be, Tenant's right to use the Outside Seating Area shall immediately terminate, and Tenant shall immediately discontinue its use of the Outside Seating Area and remove the Deck Furniture (as hereinafter defined).

27.4 Tenant shall, at its sole cost and expense, provide, furnish and place tables, umbrellas, chairs and removable barriers (collectively, the "**Deck Furniture**") in the Outside Seating Area of such quality and quantity and in such locations as may be approved in advance by Landlord, which approval will not be unreasonably withheld. Such Deck Furniture shall not contain any signage or otherwise identify Tenant's name or logo. Tenant shall be responsible for ensuring that such tables and chairs do not interfere with the operation of the Common Areas, as reasonably determined by Landlord. Tenant shall stack, secure and store the Deck Furniture in the Outside Seating Area in an organized manner after Tenant's business hours in the Premises nightly prior to closing the Premises for business.

27.5 During the offseason when Tenant will not be continuously using the Outside Seating Area, Tenant shall remove the Deck Furniture from the Outside Seating Area and store it either within the Premises (but not visible from the perimeter windows) or at an off-site location, at Tenant's sole cost and expense. Upon the expiration or termination of Tenant's license to use the Outside Seating Area under this Section 27, Tenant shall immediately remove the Deck Furniture from the Outside Seating Area as hereinafter set forth.

27.6 During the Term of the license granted under this Section 27, Tenant shall be solely responsible, at its sole cost and expense, for the maintenance, cleaning and repair (except for snow and ice removal, and concrete and structural repairs to the Outside Seating Area unless the need for such repair is caused by the negligence or intentional misconduct of Tenant or any of Tenant's agents, employees, contractors, patrons, invitees or other party claiming by, through or under Tenant) of the Outside Seating Area in the manner consistent with the maintenance and cleaning required for the Premises under this Lease and otherwise in a neat, clean, orderly and attractive condition. Tenant shall keep the Deck Furniture in neat, clean and first-class condition. Tenant's maintenance shall include regular steam clean/pressure wash of paved areas in accordance with suggested guidelines, but not more frequently than twice per calendar year unless Landlord reasonably requires otherwise. Tenant is solely responsible for keeping the Outside Seating Area and the Deck Furniture clean at all times, and it shall be the responsibility of Tenant

to remove on a regular basis from the Outside Seating Area any and all trash, refuse, garbage, debris, including wrappers, cups, plates and the like left in the Outside Seating Area, whether such debris is left in the Outside Seating Area by Tenant's customers or by the general public.

27.7 Upon reasonable advance notice to Tenant, Landlord shall have the right to temporarily suspend Tenant's use of the Outside Seating Area if reasonably necessary in order for Landlord to perform repairs, maintenance, renovations or replacements to the Premises, the Building or the Common Areas. Landlord shall have the right to revoke and terminate Tenant's license to use the Outside Seating Area: (i) if there is an Event of Default of Tenant; (ii) Tenant fails to maintain the Outside Seating Area in the condition required under this Lease and Landlord has delivered to Tenant two (2) notices of such failure to maintain during within a consecutive twelve-(12)-month period; (iii) outside seating areas are no longer permitted at the Property pursuant to applicable laws, or any easements, restrictions, covenants or other agreements of record now or hereafter affecting the Property; (iv) Tenant's permits, licenses or other approvals permitting Tenant's lawful use of the Outside Seating Area for the purposes permitted under this Section 27 are revoked, terminated, or expire and the same is not corrected within ten (10) business days after such revocation, termination or expiration is effective (provided, however, the foregoing shall not be deemed to permit Tenant to use the Outside Seating Area during any period which the requisite permits, licenses or approvals are not in effect); (v) Tenant fails to maintain any of the insurance coverages required under this Lease and such failure is not corrected within three (3) business days following receipt of a notice from Landlord or if Landlord delivers two (2) such insurance failure notices to Tenant within a consecutive twelve-(12)-month period; (vi) Tenant, in Tenant's use of the Outside Seating Area, violates any applicable laws, orders, ordinances or regulations of any state, federal, municipal, and local governments, departments, commissions and boards having jurisdiction over the Outside Seating Area or any of the permits, licenses or permits governing Tenant's use thereof, including without limitation, any capacity restrictions in any such licenses or permits issued with respect to the Premises or the Outside Seating Area; (vii) Tenant fails to contain its Deck Furniture or its customers, clients or invitees receiving services from Tenant within the Outside Seating Area and Landlord has provided Tenant with two (2) notices of such failure within a consecutive twelve-(12)-month period; or (viii) Landlord reasonably determines that Tenant's use of the Outside Seating Area is unreasonably disturbing other tenants, owners, occupants or users of the Property, or poses a threat to public safety. In any event, Tenant's license to use the Outside Seating Area shall immediately terminate simultaneously with the expiration or earlier termination of this Lease. Except as required by applicable laws, Landlord shall not, during the Term of this Lease, voluntarily enter into any restrictive covenant, easement or other agreement after the date of this Lease which adversely affects Tenant's use of or access to the Outside Seating Area.

27.8 Upon the termination of the license granted to Tenant in this Section 27, Tenant shall immediately discontinue use of the Outside Seating Area, and shall remove all Deck Furniture and other property of Tenant from the Outside Seating Area and shall repair any damage which may have been caused by the placement or use of the Furniture and other property or the removal thereof and restore the Outside Seating Area to good order and condition, ordinary wear and tear excepted. If the license granted pursuant to this Section 27 is revoked or terminated, Landlord shall have no liability to Tenant, and this Lease shall continue in full force and effect and Tenant shall continue to operate its business within the Premises in accordance with the terms and conditions of this Lease, unless the Term of the Lease has otherwise expired or been

terminated pursuant to the terms of this Lease. Tenant hereby agrees and acknowledges that Landlord is not, and shall not be deemed to be, leasing the Outside Seating Area to Tenant, but rather, is giving Tenant a fully revocable license to use the Outside Seating Area in accordance with the terms of this Section 27, and any revocation or termination of this license or reconfiguration of the Outside Seating Area pursuant to any of the terms of this Lease shall have no effect on Tenant's other rights and obligations under this Lease and will not entitle Tenant to any reduction or abatement of Rent due under the Lease or constitute an eviction of Tenant, actual or constructive.

27.9 Landlord shall not, under any circumstance, be required to provide services or utilities to the Outside Seating Area. All of Tenant's obligations under this Lease, including Tenant's indemnification and insurance obligations shall extend to the Outside Seating Area. Notwithstanding anything herein to the contrary, if the cost of cleaning, maintaining or repairing the Hotel or surrounding areas of the Property increases as a direct result of Tenant's use of the Outside Seating Area, then Tenant shall pay to Landlord the amount of such increased cost as reasonably determined by Landlord.

27.10 The insurance coverages required to be maintained by Tenant pursuant to this Lease shall be extended to cover the Outside Seating Area and the Deck Furniture and Tenant shall provide Landlord with evidence of such insurance coverages as required under this Lease with respect to the Premises.

27.11 In the event that any governmental agency having jurisdiction over the Property, shall impose any sidewalk or common space taxes or other taxes or fees on Landlord in connection with the use of the Outside Seating Area, Tenant shall pay to Landlord the amount of any such tax or fee imposed in connection with the use of the Outside Seating Area within thirty (30) days following receipt of a reasonably substantiated invoice.

28. TENANT COVENANT. Tenant hereby covenants and agrees with Landlord that, at all times during the Term of this Lease, Jon Cohen and Douglas Cohen (Guarantor's) shall hold at least a sixty-five percent (65%) interest in, decision-making authority for, and managing and operational control of Tenant. Any new shareholders of Tenant shall be subject to the written consent of Landlord, the Liquor Commission and the ABCC.


[BALANCE OF PAGE INTENTIONALLY LEFT BLANK;

SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the parties hereto have executed this Lease as a sealed instrument as of the date first written above.

LANDLORD

NANTASKET HOTEL OWNER LLC
A Rhode Island limited liability company

By: 
Name: Jon Cohen
Title: MANAGER

TENANT

PARAGON GRILL LLC
A Massachusetts corporation


By: 
Name: Jon Cohen
Title: authorized signatory

EXHIBIT A
PLAN OF THE PREMISES

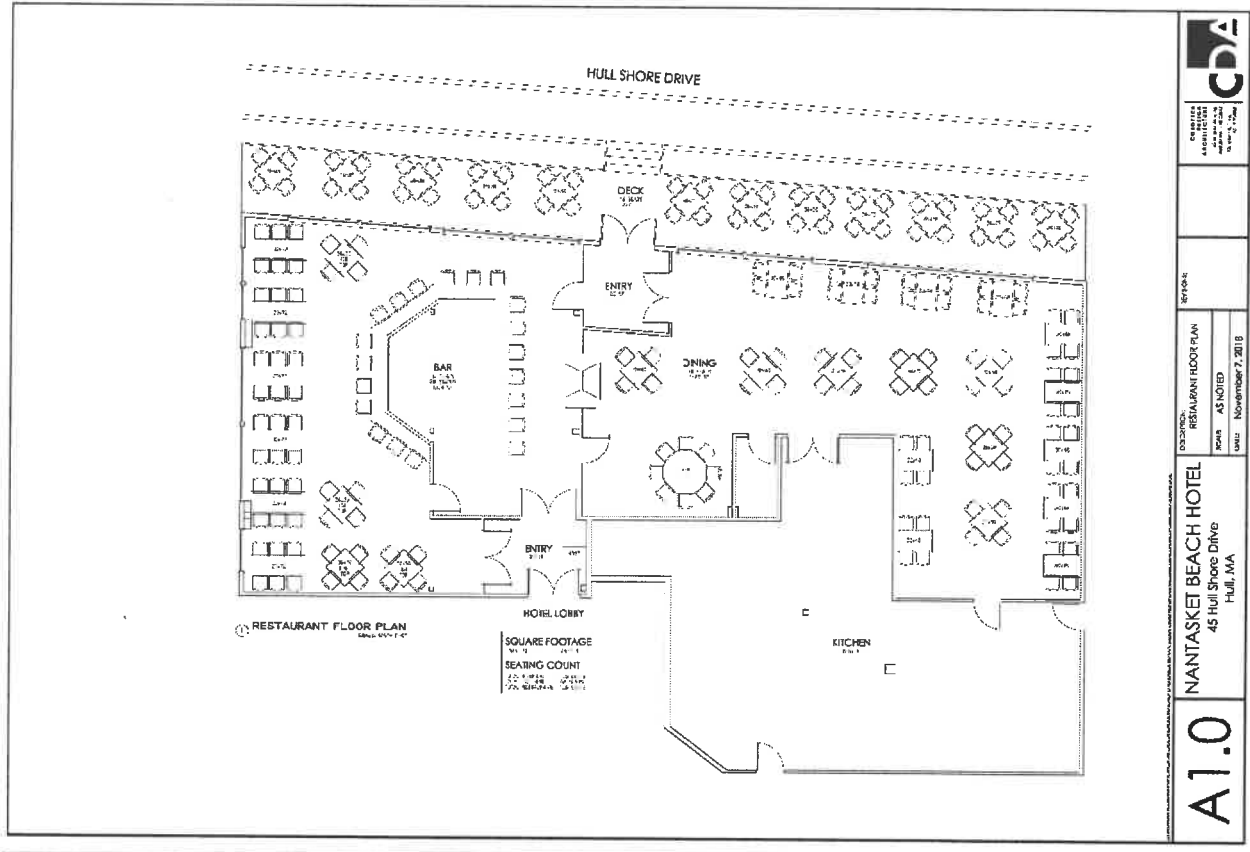
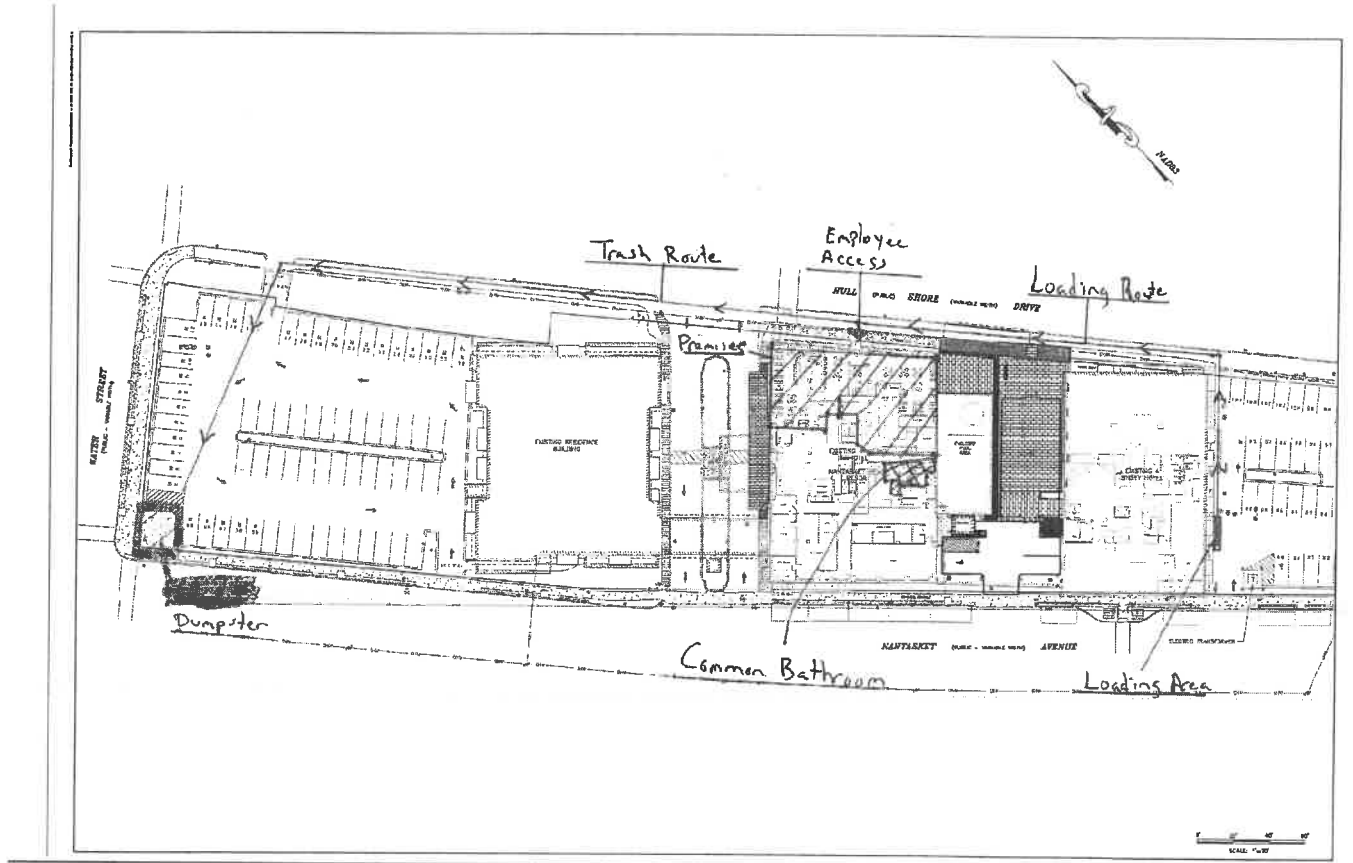


EXHIBIT B

SITE PLAN OF PROPERTY DEPICTING THE BUILDING, THE PREMISES, THE LOCATION OF TENANT'S DUMPSTER



71	Lid Holder	6
72	Racks for dish washer	6
73	Plastic trays	16
74	Utensils holder	4
75	Toaster	1
76	Ladle	18
77	Whisk	4
78	Big serving spoon	20
79	Food warmer (Small)	1
80	Dicer	2
81	Spatula	6
82	Cooking pot	6
83	Strainer	1
84	Frying Pan	5
85	Small cooking pot	5
86	Knifer holder	2
87	Knifers	16
88	Knife Sharpener	2
89	Strainer with handle	1
90	Pizza trays	14
91	Fryer basket	7
92	Printing machine	2
93	Phone	1
94	Spatula Steel	3
95	Pizza Peel	1
96	Flour storage bucket	1
97	First Aid Kit station	1
98	Table top caddies	25
99	Sugar Packet holder	22
100	Meat grinder	1
101	Salt & Pepper Shaker	49
102	Salt & Pepper Shaker (Wooden)	1
103	Olive oil bottle	10
104	Olive oil bottle holder	3
105	Step Stool	1
106	Thongs	6
107	Pizza Cutter	3
108	Scope	2
109	Slicer	1
110	measuring cup (plastic)	1
111	Containers (Plastic)	16
112	Storage box with lids (plastic)	20
113	Cutting Board	5
114	Plastic Ketchup bottles	20
115	plastic containers	11
116	Measuring cup (stainless steel)	7
117	Buffet Plate 10 7/8' (SUPERIOR)	59
118	Salad Plate (SUPERIOR)	45
119	Salad Plate (CHURCHILL)	17
120	Soup Bowl (SUPERIOR)	34
121	Pasta Plate (SUPERIOR)	23
122	Salad Fork (SUPERIOR)	3
123	Dinner Fork (SUPERIOR)	172
124	Dinner Knife (SUPERIOR)	145
125	Teaspoon (SUPERIOR)	117
126	Soup Spoon (SUPERIOR)	126
127	Dinner and Salad fork (MIX)	283
128	Dessert Plate (CAC)	35
129	Soup Bowl (CAC)	68
130	Soup Bowl (ITI)	21
131	Wine Glasses (RED)	291
132	Water Glasses (BALL BASE)	99
133	Juice Glasses (BALL BASE)	27
134	Martini Glasses (Big)	59
135	Martini Glasses (Small)	45
136	Tea Glasses	30

EXHIBIT D

[RESERVED]

EXHIBIT E

[RESERVED]

EXHIBIT F

RULES AND REGULATIONS

The following rules and regulations shall apply, where applicable, to the Premises, the Property and the appurtenances thereto:

1. Tenant and its employees, shall not in any way obstruct the sidewalks or parking areas of the Property. Tenant will not place or allow to be placed in the Common Areas any waste paper, dust, refuse, or anything whatever. At no time shall Tenant permit its employees to loiter in Common Areas or elsewhere in and about the Property.
2. Except as expressly permitted under the Lease, no signs, advertisements or notices shall be inscribed, painted or affixed where they can be seen from the outside the leased premises without prior written consent of Landlord. Landlord reserves the right to prohibit the posting of any sign which it finds objectionable and to remove any which has already been placed, at the Tenant's expense.
3. All contractors, contractor's representatives, and installation technicians performing work in the Premises shall be subject to Landlord's prior approval and shall be required to comply with Landlord's standard rules, regulations, policies and procedures, as the same may be revised from time to time. Tenants shall be solely responsible for complying with all applicable laws, codes and ordinances pursuant to which said work shall be performed.
4. All electric and telephone wiring shall be installed as directed by Landlord. No boring or cutting for wires shall be executed and no new pipes or wires shall be introduced without the prior written consent of Landlord.
5. Tenant shall not install or use any machinery in the demised premises which may cause any noise, jar, or tremor to the floors or walls, or which by its weight might damage the floors of the Premises.
6. Tenant shall not bring in or take out, position, construct, install or move any safe (other than one (1) small safe to be located on the first floor of the Premises), business machine or other heavy equipment without the prior written consent of Landlord.
7. All furniture, safes, equipment and freight shall be moved into and out of the Premises only at certain hours approved by and under the supervision of Landlord and according to these rules and regulations. All damage to the Premises caused by installing or removing any safe, furniture; equipment or other property shall be repaired at the expense of the Tenant. Landlord will not be responsible for loss or damage to any furniture, equipment or freight from any cause.
8. Tenant shall require all patrons to wear shirts and shoes at all times.
9. No animals, except Seeing Eye dogs and other service animals, shall be brought into or kept in, on or about the Premises.

10. The restroom fixtures shall be used only for the purpose for which they were constructed and no rubbish, ashes, or other substances of any kind shall be thrown into them. Tenant will bear the expense of any damage resulting from misuse.
11. Tenant shall not place any additional lock or locks on any door in the Premises without Landlord's prior written consent. A reasonable number of keys to the locks on the doors in the Premises shall be furnished by Landlord to Tenant at the cost of Tenant, and Tenant shall not have any duplicate keys made. All keys shall be returned to Landlord at the expiration or earlier termination of this Lease.
12. Intentionally Deleted.
13. Landlord shall have the right to approve any advertising copy which references the Hotel in any manner other than solely to state its location adjacent to the Premises.
14. Tenant will not install awnings or other form of inside or outside window covering, or window ventilators or similar devices without the prior consent of Landlord. Tenant will not interfere with or obstruct any perimeter heating, air conditioning or ventilating units.
15. Tenant shall give Landlord prompt notice of any accidents to or defects in water pipes, gas pipes, electric lights and fixtures, heating apparatus, or any other service equipment.
16. Tenant shall not take any action which would violate Landlord's labor contracts affecting the Property or the adjacent Hotel or which would cause any work stoppage, picketing, labor disruption or dispute, or any interference with the business of Landlord at the Property or the adjacent Hotel or with the right and privileges of any person lawfully on the Property. Tenant shall take any actions necessary to resolve any such work stoppage, picketing, labor disruption, dispute or interference and shall have pickets removed and, at the request of Landlord, immediately terminate at any time any construction work being performed in the Premises giving rise to such labor problems, until such time as Landlord shall have given its written consent for such work to resume. Tenant shall have no claim for damages of any nature against Landlord in connection therewith, nor shall the date of the commencement of the Term be extended as a result as a result thereof.
17. Tenant shall not install, operate or maintain in the Premises or in any other area of the Premises or the Property, any electrical equipment which does not bear the U/L (Underwriters Laboratories) seal of approval, or which would overload the electrical system or any part thereof beyond its capacity for proper, efficient and safe operation as determined by Landlord, taking into consideration the overall electrical system and the present and future requirements therefor in the Premises. Tenant shall not furnish any cooling or heating to the Premises, including, without limitation, the use of any electronic or gas heating devices, without Landlord's prior written consent.
18. Tenant shall not operate or permit to be operated on the Premises any coin or token operated vending machine or similar device (including, without limitation, telephones, lockers, toilets, scales, amusement devices and machines for sale of beverages, foods, candy, cigarettes or other goods), except for those vending machines or similar devices which are for the sole and exclusive use of Tenant's employees.

19. Bicycles and other vehicles are not permitted inside or on the walkways outside the Premises, except in the bicycle racks provided by Landlord for such purposes.
20. Landlord may from time to time adopt appropriate systems and procedures for the security or safety of the Premises, Property, entry and use, or its contents. Tenants, Tenant's agents, employees, contractors, guests and invitees shall comply with Landlord's reasonable requirements relative thereto.
21. Tenant shall carry out Tenant's permitted repair, maintenance, alterations, and improvements in the Premises only during times agreed to in advance by Landlord.
22. Canvassing, soliciting, and peddling in or about the Premises or the Property is prohibited. Tenant shall cooperate and use best efforts to prevent the same.
23. At no time shall Tenants permit or shall Tenant's agents, employees, contractors, guests, or invitees smoke in any Common Area of the Property, unless such Common Area has been declared a designated smoking area by Landlord.
24. All deliveries to or from the Premises shall be made only at such times, in the areas and through the entrances and exits designated for such purposes by Landlord. Tenant shall not permit the process of receiving deliveries to or from the Premises outside of said areas or in a manner which may interfere with the use of any Common Areas or any use which is inconsistent with good business practice.

EXHIBIT G

FORM OF GUARANTY

THIS GUARANTY ("Guaranty") is made as of the 6th day of March, 2020, by Jon Cohen an individual with an address of 90 Baxter Road, Brookline, MA 02445 ("Guarantor"), to and for the benefit of NANTASKET HOTEL OWNER, LLC, a Rhode Island limited liability company with an address c/o Newport Hotel Group, 28 Jacome Way, Middletown, RI 02842 ("Landlord").

RECITALS

A. GALLEY BEACH CORP., a Massachusetts corporation ("Tenant"), and Landlord are parties to that certain Lease dated as of March 6, 2020, as the same may be amended from time to time (collectively, the "Lease") with respect to certain premises (the "Premises") consisting of the premises located at 45 Hull Shore Drive, Hull, Massachusetts and the lot on which the Premises is located (the "Property").

B. Guarantor, either directly or indirectly, owns 100% of the ownership interests in Tenant, and Guarantor shall derive material financial benefits from the Lease.

C. In order to induce Landlord to enter into the Lease with Tenant, Guarantor has agreed to execute and deliver this Guaranty to Landlord.

NOW, THEREFORE, in consideration of the foregoing recitals, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Guarantor hereby agrees as follows:

1. **Guaranty**. Guarantor hereby guarantees the payment when due of Minimum Rent, and all other additional rent, interest and charges to be paid by Tenant under the Lease and the performance by Tenant of all of the terms, conditions, covenants and agreements of the Lease, and Guarantor promises to pay all of Landlord's expenses, including reasonable attorneys' fees and disbursements, incurred by Landlord in enforcing the obligations of Tenant under the Lease and/or the obligations of Guarantor under this Guaranty. All payments required to be made by Guarantor hereunder shall be paid to Landlord in legal United States currency or tender at Landlord's address set forth below, or at such other address as Landlord may specify from time to time. Notwithstanding any other provision in this Guaranty, (a) Guarantor may assert as a defense to any payment by the Guarantor hereunder, any defense that Tenant could assert against Landlord pursuant to the Lease (provided that Guarantor may not assert the bankruptcy, insolvency, lack of authority or power, dissolution, liquidation or any other similar debtor defense of Tenant or its successors or permitted assigns as such a defense); and (b) the obligations of Guarantor hereunder shall not be greater than the obligations of Tenant under the Lease, plus any obligation of Guarantor to pay the reasonable expenses incurred by Landlord in any successful enforcement of its rights under the Lease or this Guaranty.

2. **No Release or Discharge**. This Guaranty is irrevocable, absolute, present, continuing and unconditional, and the obligations of Guarantor shall not be released, impaired, modified, limited or affected in any way by (a) any extensions of time, indulgences or

modifications which Landlord may extend to Tenant in the performance of its obligations under the Lease; (b) any failure of Landlord to enforce any of the conditions of the Lease; (c) any assignment or other transfer of the Lease or this Guaranty by Landlord; (d) any assignment or other transfer of the Lease by Tenant or the sublease of all or part of the Premises by Tenant; (e) any amendments to or modifications of the Lease; (f) the release or discharge of Tenant in bankruptcy or other creditors' proceeding; or (g) any rejection or disclaimer of Tenant. In addition, the obligations hereunder of Guarantor shall extend and apply with respect to the full and faithful performance and observance of all of the covenants, terms and conditions of Tenant to be performed (i) if the Lease shall be renewed, or its term extended, for any period beyond the date specified in the Lease for the expiration of said term, either pursuant to any option granted under the Lease or otherwise; and (ii) if Tenant holds over beyond the term of the Lease.

3. **Waiver.** Guarantor waives (a) notice of acceptance of this Guaranty; (b) notice of any extensions of time for performance which Landlord may grant to Tenant and to any modifications or amendments to the Lease to which Landlord and Tenant, or their successors and assigns may agree; (c) the benefit of any statute of limitations affecting Guarantor's liability under this Guaranty; (d) any right to require that any action be brought against Tenant; and (e) until this Guaranty is terminated pursuant to Section 6 below, any rights Guarantor may have against Tenant by reason of one or more payments or acts in compliance with Guarantor's obligations hereunder. Guarantor does not require any notice of Tenant's nonpayment, nonperformance or nonobservance of the covenants, terms, and conditions of the Lease, Guarantor hereby expressly waiving the right to receive such notice.

4. **Subordination.** Any indebtedness of Tenant to Guarantor, whether now existing or hereafter created, is hereby subordinated to this Guaranty. Any such indebtedness of Tenant to Guarantor shall, upon written demand of Landlord, be collected and received by Guarantor in trust for Landlord and shall be paid over to Landlord on account of any Tenant default, without impairing or releasing the remaining obligations of Guarantor hereunder; provided, however, that if there is no existing Tenant default under the Lease, Guarantor may apply to its own account any payments made to it on account of any indebtedness of Tenant to Guarantor.

5. **Primary Obligation.** This Guaranty is a primary obligation of Guarantor. If any provision of the Lease is found to be irregular, unenforceable or invalid, it shall not impair, release or be a defense to this Guaranty. Landlord may proceed against Guarantor hereunder without first proceeding against or exhausting its rights and remedies against Tenant or any other guarantor.

6. **Termination.** This Guaranty shall terminate and be of no further force or effect at such time as (i) Tenant has completely satisfied all of Tenant's obligations under the Lease; or (ii) Landlord has released Tenant in writing from Tenant's obligations under the Lease.

7. **Agent for Service of Process.** Guarantor hereby consents to the jurisdiction of the Superior Court of Plymouth County, Massachusetts, in any action, suit or proceeding which Landlord may at any time wish to file in connection with this Guaranty. Guarantor hereby agrees that any action, suit or proceeding to enforce this Guaranty shall be brought in any State or Federal Court in the Commonwealth of Massachusetts and hereby waives any objection which Guarantor may have to said venue; provided, however, that the provisions of this Section shall

not be deemed to preclude Landlord from filing any such action, suit or proceeding in any other appropriate forum.

8. **Enforcement of Judgment.** Guarantor hereby consents to the enforcement of any judgment obtained by Landlord with respect to this Guaranty in the Commonwealth of Massachusetts or any other state or country in which Guarantor does business or maintains assets.

9. **Guaranty of Payment, not of Collection.** Insofar as the payment by Tenant of any sums of money to Landlord is involved, this Guaranty of a guaranty of payment and not of collection, and shall remain in full force and effect until terminated pursuant to the terms hereof.

10. **Bankruptcy.** It shall be deemed a material default by Guarantor hereunder if any proceeding shall be instituted by or against Guarantor pursuant to any of the provisions of any Act of Congress or State law relating to bankruptcy, reorganizations, arrangements, compositions or other relief from creditors. Guarantor shall give Landlord written notice regarding any such proceeding within two (2) business days after Guarantor first receives notice of the institution thereof.

11. **Notices.** Any notice, demand or other communication which either party may desire or may be required to give to the other party shall be in writing, and shall be deemed given if delivered via hand delivery or by nationally recognized overnight courier (in either case with evidence of receipt of refusal thereof) addressed to the intended recipient at its address set forth below, or to such other address as such intended recipient may have designated by notice furnished in accordance herewith:

If to Landlord: NANTASKET HOTEL OWNER LLC
c/o Newport Hotel Group
28 Jacome Way
Middletown, RI 02842
Attention: Don McCall

With copies to: Goulston & Storrs PC
400 Atlantic Avenue
Boston, MA 02110
Attention: Newport Hotel Group

If to Guarantor: Jon Cohen
PARAGON GRILL LLC
28 Jacome Way
Middletown, RI 02842

Except as otherwise specifically required herein, notice of the exercise of any right, option or power granted to Landlord by this Guaranty is not required to be given.

12. **Governing Law.** For any matter relating to procedural or substantive law, this Guaranty shall be construed and enforced according to the internal laws of the Commonwealth of

Massachusetts without reference to conflict of laws.

13. **Interpretation.** If any provision of this Guaranty, or any paragraph, sentence, clause, phrase, or word, or the application thereof, is held invalid in any circumstance, the validity of the remainder of this Guaranty shall be construed as if such invalid part were never included herein. The headings of sections and paragraphs in this Guaranty are for convenience only and shall not be construed in any way to limit or define the content, scope, or intent of the provisions hereof. As used in this Guaranty, the singular includes the plural, and masculine, feminine and neuter pronouns are fully interchangeable, where the context so required.

14. **Successors and Assigns.** This Guaranty shall be binding upon, and the term "Guarantor" shall include, the successors, assigns, legal representatives and other transferees of Guarantor. This Guaranty shall also inure to the benefit of Landlord's successors, assigns, and legal representatives.

15. **Joint and Several Liability.** The liability of Guarantor is coextensive with that of Tenant and also joint and several, and action may be brought against Guarantor and carried to final judgment either with or without making Tenant a party thereto.

16. **Due Authorization.** Guarantor represents and warrants that this Guaranty constitutes Guarantor's valid and legally binding agreement in accordance with its terms.

17. **Ratification of Guaranty.** Upon reasonable request by Landlord, Guarantor shall execute a ratification of this Guaranty in form and substance reasonably satisfactory to Landlord and Guarantor acknowledging that this Guaranty is in full force and effect, including without limitation following any Transfer (as defined in the Lease) of the Lease.

18. **Waiver of Right to Jury Trial.** Guarantor hereby waives the right to trial by jury in any action or proceeding that may hereafter be instituted by Landlord against Guarantor with respect to this Guaranty.

19. **Guarantor Covenant.** At all times during the term of the Lease, Guarantor covenants and agrees with Landlord that it shall hold at least a fifty-one percent (51%) interest in, decision-making authority for, and managing and operational control of the Tenant entity. Any new shareholders of Tenant shall be subject to the written consent of Landlord, the Liquor Commission (as defined in the Lease) and the ABCC (as defined in the Lease).

[signature on following page]

IN WITNESS WHEREOF, Guarantor executes this Guaranty as an instrument under seal as of the day and year first written above.

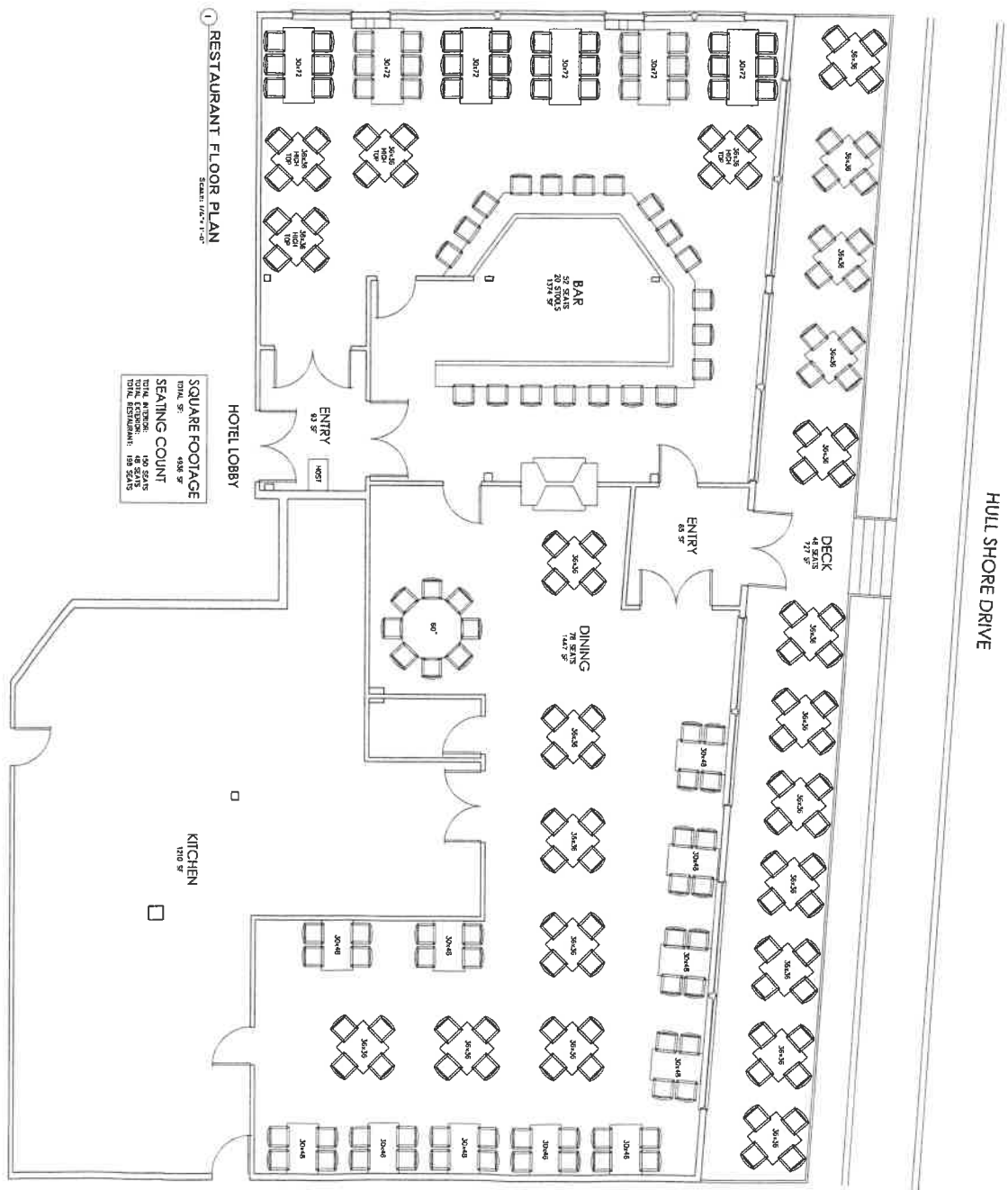


Name: Jon Cohen

Social Security Number: 037-32-8000

EXHIBIT H
TENANT'S MENU

FLOOR PLAN



SQUARE FOOTAGE
 TOTAL SF: 4308 SF
SEATING COUNT
 TOTAL SEATING: 140 SEATS
 TOTAL RESTAURANT: 108 SEATS

RESTAURANT FLOOR PLAN
 SCALE: 1/4" = 1'-0"

A1.0 NANTASKET BEACH HOTEL
 45 Hull Shore Drive
 Hull, MA

DESCRIPTION:
 RESTAURANT FLOOR PLAN

SCALE: AS NOTED

DATE: November 7, 2018

REVISIONS:

CODDLEN
 DESIGN
 ARCHITECTURE

47 West High Road
 Middleboro, MA 01502
 CoddenDesign.com
 978.619.4489



ABUTTER'S NOTIFICATION

ADVERTISEMENT

MONETARY TRANSMITTAL FORM



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

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

APPLICATION FOR A NEW LICENSE

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

ECRT CODE: RETA

Please make \$200.00 payment here: ABCC PAYMENT WEBSITE

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN

STATE

ZIP CODE

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="text"/> | <input type="checkbox"/> Change of DBA |

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

Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150-2358

PAYMENT RECEIPT