

LEGAL NOTICE



TOWN OF READING

**To the Inhabitants of the
Town of Reading:**

Please take notice that the Board of Selectmen of the Town of Reading will hold a public hearing on October 8, 2013 at 8:00 p.m. in the Selectmen's Meeting Room, 16 Lowell Street, Reading, Massachusetts on the transfer of Package Store Liquor License from CWI, LTD d/b/a The Wine Bunker to Kajal and Kevin LLC d/b/a Liquor Junction at a new location within the same plaza at General Way.

A copy of the proposed document regarding this topic is available in the Town Manager's office, 16 Lowell Street, Reading, MA, M-W-Thurs from 7:30 a.m. - 5:30 p.m., Tues from 7:30 a.m. - 7:00 p.m. and is attached to the hearing notice on the website at www.readingma.gov

All interested parties are invited to attend the hearing, or may submit their comments in writing or by email prior to 6:00 p.m. on October 8, 2013 to townmanager@ci.reading.ma.us

**By order of
Robert W. LeLacheur
Town Manager**

9/23

501



READING POLICE DEPARTMENT

15 Union Street ▪ Reading, Massachusetts 01867

Emergency Only: 911 ▪ All Other Calls: (781) 944-1212 ▪ Fax: (781) 944-2893

Web: www.ci.reading.ma.us/police/

EXECUTIVE SUMMARY

Transfer of Retail Package Store License, Change of Manager and Change of Location- Kajal and Kevin LLC dba "Liquor Junction"

October 2, 2013

Chief James Cormier
Reading Police Department
15 Union Street
Reading, MA 01867

Chief Cormier,

As directed by your Office and in accordance with Reading Police Department Policy and Procedures, I have placed together an executive summary of the application for a Transfer of Retail Package Store License and Change of Manager Application for the Liquor License #101600034.

The current location of this license is 1 General Way (dba "Wine Bunker"). The proposed location will also be 1 General Way (dba "Liquor Junction") with the application stating that, "Landlord is providing a new space when purchase of business has been completed in the same plaza."

Liquor License History:

- Jasmin Patel currently has direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages at another location. This location is "Kajal LLC dba Quickstop", 123 Nashua Road #25, Londonderry, NH.
 - a. I contacted Londonderry PD (Det. Sgt. Ken Bernard) about this location. "Quickstop" was not cited but sold to an underage minor in 2004. "Quickstop" was cited in 2012 for selling to underage minors. The clerk pled guilty and received a fine.
- Komal Patel currently has a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages at another location. This location is "Kevin and Viren LLC dba Salem Convenience", 401 Main Street #8, Salem, NH.
 - a. I contacted Salem PD (Lt. Morin) about this location. Lt. Morin reported that a clerk from "Salem Convenience" was cited in 2005, 2008, 2009, 2010 and 2011 for selling to underage minors. Each time the individual clerk pled guilty and received a fine.

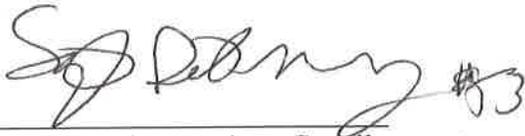
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EXECUTIVE SUMMARY

**Transfer of Retail Package Store License, Change of Manager and Change of Location-
Kajal and Kevin LLC dba "Liquor Junction"**

Although the past violations may not be disqualifiers, I have concerns over their recent history of selling alcohol to underage minors. The Board of Selectmen should be apprised of this as they make their decision on issuing this license.

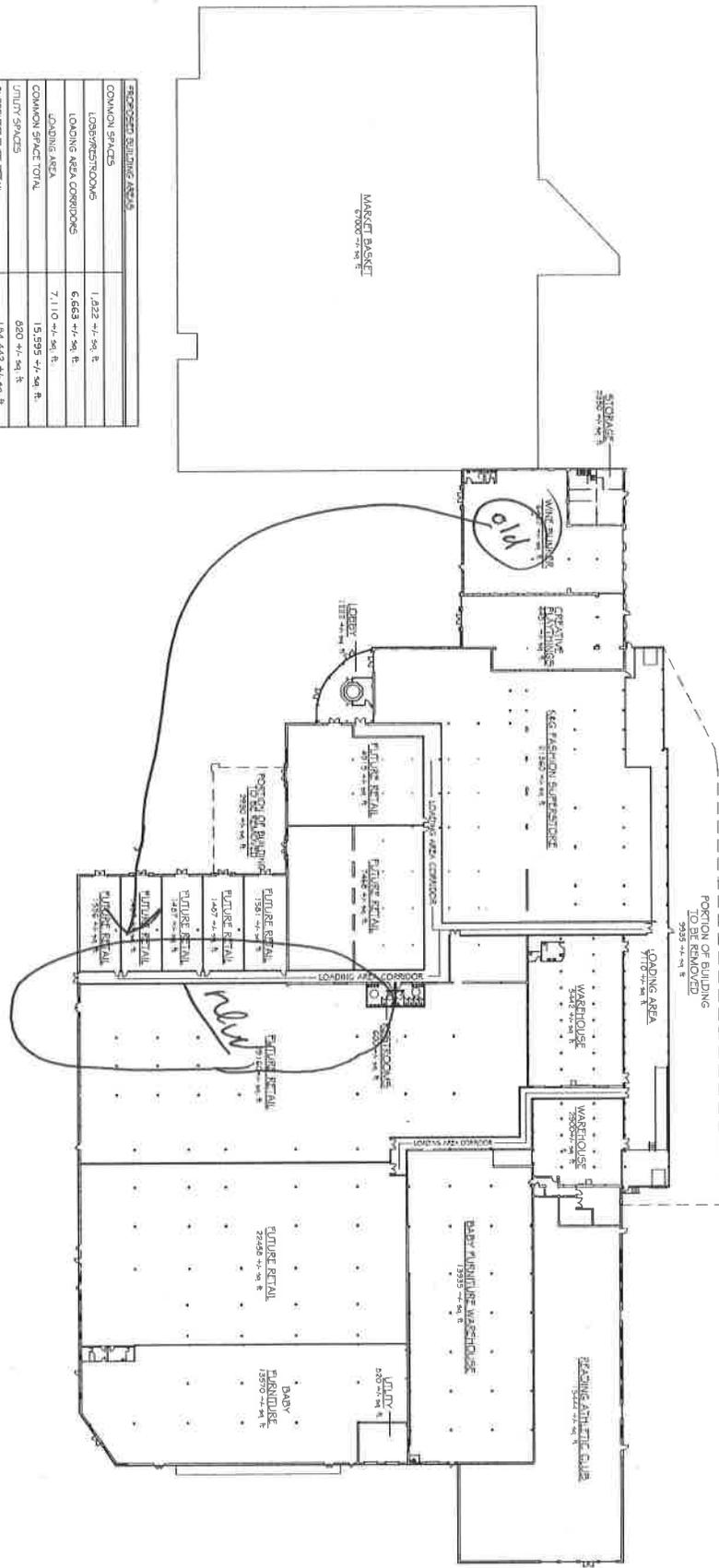
Respectfully Submitted,



Sgt. Detective Mark D. Segalla
Criminal Division Commander



PROPOSED BUILDING AREAS	
COMMON SPACES	
LOBBY/STAIRWAYS	1,822 +/- sq. ft.
LOADING AREA CORRIDORS	6,663 +/- sq. ft.
LOADING AREA	7,110 +/- sq. ft.
COMMON SPACE TOTAL	15,595 +/- sq. ft.
UTILITY SPACES	620 +/- sq. ft.
CURSCUTLINE RETAIL	104,442 +/- sq. ft.
WAREHOUSE/STORAGE SPACES	24,697 +/- sq. ft.
LOADING APPLICABLE CURS (ASSUMED) (A.S)	15,444 +/- sq. ft.
PROPOSED BUILDING TOTAL	240,998 +/- sq. ft.
EXISTING BUILDING TOTAL	253,863 +/- sq. ft.
POST CONSTRUCTION BUILDING TOTAL	240,998 +/- sq. ft.
POST CONSTRUCTION DIFFERENCE	12,865 +/- sq. ft.



AREA USE SCHEMATIC
Scale: 1/8" = 1'-0"

6/18/13 CLIENT REVIEW DRAWING

1	128 Marketplace One General Way, Reading Ma.	AREA USE SCHEMATIC
	EGNATZ ASSOCIATES, INC. Architects East End Road, Bolton, Massachusetts 01740 (978) 779-5158	

Proj. No:	Revisions:
1307	
Date:	
6/17/2013	
Scale:	
as shown	

1307 Reading Schematic Plan 6.18.2013

504

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

2013 SEP 16 PM 12: 09

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM

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

REVENUE CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA:

NO FEE

IF USED EPAY, CONFIRMATION NUMBER:

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

101600034

LICENSEE NAME:

Kajal and Kevin LLC

ADDRESS:

1 General Way

CITY/TOWN:

Reading

STATE MA

ZIP CODE

01867

TRANSACTION TYPE (Please check all relevant transactions):

- Change of Hours
 Change of DBA
 Charity Wine License

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

ALCOHOLIC BEVERAGES CONTROL COMMISSION
P. O. BOX 3396
BOSTON, MA 02241-3396

505

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

PETITION FOR CHANGE OF LICENSE

101600034

ABCC License Number

Reading

City/Town

The licensee Kajal and Kevin LLC respectfully petitions the Licensing Authorities to approve the following transactions:

- | | |
|---|--|
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Alteration of Premises |
| <input type="checkbox"/> Pledge of License/Stock | <input type="checkbox"/> Cordial & Liqueurs |
| <input type="checkbox"/> Change of Corporate Name | <input type="checkbox"/> Change of Location |
| <input checked="" type="checkbox"/> Change of DBA | <input type="checkbox"/> Change of License Type (\$12 ONLY, e.g. "club" to "restaurant") |

Change of Manager

Last-Approved Manager:

Requested New Manager:

Pledge of License /Stock

Loan Principal Amount: \$ Interest Rate:

Payment Term: Lender:

Change of Corporate Name/DBA

Last-Approved Corporate Name/DBA:

Requested New Corporate Name/DBA:

Change of License Type

Last-Approved License Type:

Requested New License Type:

Alteration of Premises: (must fill out attached financial information form)

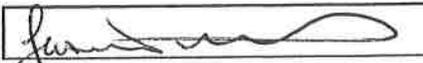
Description of Alteration:

Change of Location: (must fill out attached financial information form)

Last-Approved Location:

Requested New Location:

Signature of Licensee


(If a Corporation/LLC, by its authorized representative)

Date Signed

9/14/13 ⁵⁰⁶



Town of Reading

BUSINESS CERTIFICATE

Certificate #: 2013/102

Original Issue: September 10, 2013

Type: New

Renew:

Expiration: September 10, 2017

In conformity with the provisions of Massachusetts General Laws, Ch 110 Sec 5, as amended, the undersigned hereby declares that a business is conducted under the title of:

**Liquor Junction
One General Way
Reading, MA 01867**

Said business is conducted by the following named person(s). If a corporation, include the title of each corporate officer signing the certificate.

Name

Address

Jasmin Patel

34 Jackman Ridge Road Windham, NH 03087



Jasmin Patel

Type of Business: Liquor Store

Appeared before me the above named person(s) and acknowledged the foregoing to be a true and accurate account, given under the pains and penalties of perjury this 10th day of September 2013.



Laura A. Gemme, Town Clerk

In accordance with the provisions of Massachusetts Laws the business certificate shall be in effect for a period of 4 years from the date of issue and shall be renewable by the applicant every four years thereafter. In the event of discontinuance, withdrawal of partner, retirement, or amendment of the certificate in any manner it shall be necessary to file with the Town Clerk such change, under oath. Such change shall be recorded with and become part of the original filing. Copies of the Business Certificate shall be available at the address of the business and shall be furnished to any person(s), making purchases of goods or services upon request. This is not a license to do business. Necessary licenses and permits must be obtained at the Town Manager's Office or Board of Health.

507

Kajal and Kevin LLC
27 Christopher Dr
Methuen MA 01844

September 13, 2013

I, Jasmin Patel, the president of Kajal and Kevin LLC , hereby authorize the LLC to apply for a **liquor license transfer**(package store) for Wine Bunker, located at 1 General Way, Reading MA 01867. I, Jasmin Patel, also hereby authorize the LLC to file for a **change of DBA** to the new name, Liquor Junction. I, Jasmin Patel, hereby also authorize the LLC to petition for a change of location for the package store, within the same plaza located at 1 General Way, Reading, MA 01867.

Jasmin Patel



Signed under the pains and penalties of perjury

508



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

Print Form

2013 SEP 16 PM 12: 09

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

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

ECRT CODE: RETA

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

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

CHECK NUMBER

105

IF USED EPAY, CONFIRMATION NUMBER

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

101600034

LICENSEE NAME

Kajal and Kevin LLC

ADDRESS

27 Christopher Dr

CITY/TOWN

Methuen

STATE

MA

ZIP CODE

01844

TRANSACTION TYPE (Please check all relevant transactions):

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

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

**ALCOHOLIC BEVERAGES CONTROL COMMISSION
 P. O. BOX 3396
 BOSTON, MA 02241-3396**

509



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

PETITION FOR TRANSFER OF OWNERSHIP, TRANSFER OF STOCK, NEW OFFICER(S),
DIRECTOR(S), STOCKHOLDER(S) AND LLC MANAGER(S)

101600034
ABCC License Number

Reading
City/Town

The licensee A. CWI LTP and the proposed transferee B. KAJAL and KEVIN LLC respectfully petition the Licensing Authorities to approve the following transfer of ownership. Any Corporation, LLC or Association, Partnership, Individual, Sole Proprietor Listed in box (A.) must submit a certificate of good standing from the Massachusetts Department of Revenue (DOR).

Is the PRESENT licensee a Corporation/LLC listed in box (A.), duly registered under the laws of the Commonwealth of Massachusetts?

Yes No If YES, please list the officers, directors and stockholders, their residences, and shares owned by each.

Name	Title	Address	Stock or % Owned
Brett Barclift	President	5710 Stearns Hill Road, Arlington, MA 02451	25%
Peter J. Donovan	Shareholder	35 Longmeadow Road, Arlington, MA 02474	65%
James Danahy	Shareholder	16 Alcott Street, Apt 1, Allston, MA 02134	10%

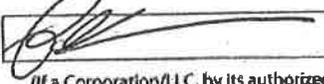
Is the PROPOSED transferee a Corporation/LLC listed in box (B.), duly registered under the laws of the Commonwealth of Massachusetts?

Yes No

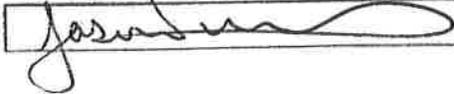
TO: (Place an * before the name of each DIRECTOR/LLC Manager.)

Name	Title	Address	Stock or % Owned
*Jasmin Patel	Manager and Member	34 Jackman Ridge Rd, Windham, NH 03087	66.66
*Gitaben Patel	Manager	27 Christopher Dr, Methuen, MA 01844	0
*Virendra Patel	Manager	27 Christopher Dr, Methuen, MA 01844	0
Komal Patel	Member	3 Butternut Rd, Windham, NH 03087	33.34

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

SIGNATURE OF LAST-APPROVED LICENSEE: 
(If a Corporation/LLC, by its authorized representative)

Date Signed 9-6-13

SIGNATURE OF PROPOSED TRANSFEREE: 

5010

APPLICATION FOR RETAIL ALCOHOLIC BEVERAGE LICENSE

City/Town

Reading

1. LICENSEE INFORMATION:

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

B. Business Name (if different) : C. Manager of Record:

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

E. Address of Licensed Premises: City/Town: State: Zip:

F. Business Phone: G. Cell Phor.

H. Email: I. Website:

J. Mailing address (If different from E.): City/Town: State: Zip:

2. TRANSACTION:

- New License
 New Officer/Director
 Transfer of Stock
 Issuance of Stock
 Pledge of Stock
 Transfer of License
 New Stockholder
 Management/Operating Agreement
 Pledge of License

The following transactions must be processed as new licenses:

- Seasonal to Annual
 (6) Day to (7)-Day License
 Wine & Malt to All Alcohol

IMPORTANT ATTACHMENTS (1): The applicant must attach a vote of the entity authorizing all requested transactions, including the appointment of a Manager of Record or principal representative.

3. TYPE OF LICENSE:

- \$12 Restaurant
 \$12 Hotel
 \$12 Club
 \$12 Veterans Club
 \$12 General On-Premises
 \$12 Tavern (No Sundays)
 \$15 Package Store

4. LICENSE CATEGORY:

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

5. LICENSE CLASS:

- Annual
 Seasonal

5011

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

NAME: Matthew Fogelman
ADDRESS: 100 Wells Avenue
CITY/TOWN: Newton STATE: MA ZIP CODE: 02459
CONTACT PHONE NUMBER: (617) 559-1530 FAX NUMBER: (617) 505-1540
EMAIL: mjf@fogelmanlawfirm.com

7. DESCRIPTION OF PREMISES:

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

- This will be a 7200 sqft premise with roughly 6700sqft of retail space.
- There will be roughly 500sqft of storage on back of the store.
- This premise will be all on ground floor, there is no basement or second floor.
- There will be one entrance of the store from and one exit door will be at the rear end of the store.
- There will 27 door display and beer cave for premium beers.

Total Square Footage: 7200 Number of Entrances: 1 Number of Exits: 2
Occupancy Number: 30 Seating Capacity: 0

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

8. OCCUPANCY OF PREMISES:

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

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

Landlord is a(n): Trust Other:

Name: Danis Reading Realty Trust Phone: (978) 568-0345

Address: 1 General Way City/Town: Reading State: MA Zip: 01867

Initial Lease Term: Beginning Date 11/30/2013 Ending Date 11/01/2018

Renewal Term: Options/Extensions at: 5 Years Each

Rent: \$151,200.00 Per Year Rent: \$12,600.00 Per Month

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

IMPORTANT ATTACHMENTS (4):
1. If yes, the Landlord is deemed a person or entity with a financial or beneficial interest in this license. Each individual with an ownership interest with the Landlord must be disclosed in §10 and must submit a completed Personal Information Form attached to this application.
2. Entity formation documents for the Landlord entity must accompany the application to confirm the individuals disclosed.
3. If the principals of the applicant corporation or LLC have created a separate corporation or LLC to hold the real estate, the applicant must still provide a lease between the two entities.

5012

9. LICENSE STRUCTURE:

The Applicant is a(n):

LLC

Other :

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

Date of Incorporation/Organization:

05/31/2013

State of Incorporation/Organization:

MA

Is the Corporation publicly traded?

Yes No

10. INTERESTS IN THIS LICENSE:

List all individuals involved in the entity (e.g. corporate stockholders, directors, officers and LLC members and managers) and any person or entity with a direct or indirect, beneficial or financial interest in this license (e.g. landlord with a percentage rent based on alcohol sales).

IMPORTANT ATTACHMENTS (5):

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

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

Name	All Titles and Positions	Specific # of Stock or % Owned	Other Beneficial Interest
Jasmin Patel	Member and Manager	66.66%	
Gitaben Patel	Manager	0%	Salary
Virendra Patel	Manager	0%	Salary
Komal Patel	Member	33.34%	

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

11. EXISTING INTEREST IN OTHER LICENSES:

Does any individual listed in §10 have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes No **If yes, list said interest below:**

Name	License Type	Licensee Name & Address
Jasmin Patel	\$15 Package Store	Kajal LLC DBA Quickstop 123 Nashua Rd #25, Londonderry, NH
Komal Patel	\$15 Package Store	Kevin and Viren LLC DBA Salem Conv. 401 Main St # 8, Salem, NH
	Please Select	

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

5013

12. PREVIOUSLY HELD INTERESTS IN OTHER LICENSES:

Has any individual listed in §10 who has a direct or indirect beneficial interest in this license ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes No If yes, list said interest below:

Name	Licensee Name & Address	Date	Reason Terminated
			Please Select
			Please Select
			Please Select

13. DISCLOSURE OF LICENSE DISCIPLINARY ACTION:

Have any of the disclosed licenses to sell alcoholic beverages listed in §11 and/or §12 ever been suspended, revoked or cancelled? Yes No If yes, list said interest below:

Date	License	Reason of Suspension, Revocation or Cancellation

14. CITIZENSHIP AND RESIDENCY REQUIREMENTS FOR A (§15) PACKAGE STORE LICENSE ONLY :

A.) For Individual(s):

1. Are you a U.S. Citizen? Yes No
2. Are you a Massachusetts Residents? Yes No

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

1. Are all Directors/LLC Managers U.S. Citizens? Yes No
2. Are a majority of Directors/LLC Managers Massachusetts Residents? Yes No
3. Is the License Manager or Principal Representative a U.S. Citizen?

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

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

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

A.) For Individual(s):

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

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

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

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

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

5014

16. COSTS ASSOCIATED WITH LICENSE TRANSACTION:

A. Purchase Price for Real Property:	\$0.00
B. Purchase Price for Business Assets:	\$260,000.00
C. Costs of Renovations/Construction:	\$125,000.00
D. Initial Start-Up Costs:	\$25,000.00
E. Purchase Price for Inventory:	\$150,000.00
F. Other: (Specify)	
G: TOTAL COST	\$560,000.00
H. TOTAL CASH	\$410,000.00
I. TOTAL AMOUNT FINANCED	\$150,000.00

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

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

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

Jasmin Patel (LLC Member) will provide \$280,000 funds in which \$245,000 will be personal funds, \$42,000 line of credit on primary residence.
 Komal Patel (LLC Member) will provide total of \$175,000. \$105,000 is personal funds and \$70,000 is equity loan on primary residence.
 Wasco Capital LLC will provide \$150,000 funding for fixtures, lighting and cooler.

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

18. LIST EACH LENDER AND LOAN AMOUNT(S) FROM WHICH "TOTAL AMOUNT FINANCED" NOTED IN SUB-SECTIONS 16(I) WILL DERIVE:

Name	Dollar Amount	Type of Financing
Wasco Capital	\$150,000.00	Equipment and Fixtures Leasing

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

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

If yes, please describe:

5015

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

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

1. If yes, to whom:

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

5. Terms of Loan :

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

1. If yes, to whom:

2. Number of Shares:

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

If yes, to whom:

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

20. CONSTRUCTION OF PREMISES:

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

Landlord is providing a new space when purchase of business has been completed in same plaza. The plan and location of space has been provided in lease attachment.
This premise is going to be constructed on ground floor with no basement and second floor. There will be two exit and one entrance door to the premise.
There will be atleast two windows in the front of store right behind the counter. There will be all new wine, liquor and been racks. Moreover, there will be 27 door display and beer cave cooler. There will be two doors dedicated to cold wines and rest will be dedicated to premium beers.

21. ANTICIPATED OPENING DATE:

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

5016

APPLICANT'S STATEMENT

I, Jasmin Patel the sole proprietor; partner; corporate principal; LLC/LLP member of Kajal and Kevin LLC, hereby submit this application for Liquor Junction (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

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

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

Signature:

Jasmin Patel

Date:

9/14/13

Title:

Manager & Member (President)

5017

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

PETITION FOR CHANGE OF LICENSE

101600034

ABCC License Number

Reading

City/Town

The licensee Kajal and Kevin LLC respectfully petitions the Licensing Authorities to approve the following transactions:

Change of Manager

Alteration of Premises

Change of Corporate Name/DBA

Pledge of License/Stock

Cordial & Liqueurs

Change of Location

Change of License Type (\$12 ONLY, e.g. "club" to "restaurant")

Change of Manager

Last-Approved Manager:

Requested New Manager:

Pledge of License /Stock

Loan Principal Amount: \$

Interest Rate:

Payment Term:

Lender:

Change of Corporate Name/DBA

Last-Approved Corporate Name/DBA:

Requested New Corporate Name/DBA:

Change of License Type

Last-Approved License Type:

Requested New License Type:

Alteration of Premises: (must fill out attached financial information form)

Description of Alteration:

Description of Premises:

Change of Location: (must fill out attached financial information form)

Last-Approved Location:

1 General Way, Reading, MA 01867

Requested New Location:

1 General Way, Reading, MA 01867

Signature of Licensee



(If a Corporation/LLC, by its authorized representative)

Date Signed

9/14/13 ⁵⁰¹⁸

AFFIDAVIT OF NOTICE OF MAILING TO ABUTTER AND OTHERS

To the Licensing Board

For the Liquor Junction

Date

I, hereby certify that the following is a true list of the persons shown upon the Assessor's most recent valuation list as the owners of the property abutting the proposed location for an alcoholic beverages license at:

And that the following schools, churches or hospitals are located within the radius of five hundred (500) feet from said proposed location:

If there are none, please so state: None

I also certify that the notice of this application/petition concerning an alcoholic beverages license was given to the above by mailing to each of them within three (3) days after publication of same, a copy of the advertisement is attached below. Also attached are the registered receipts./return registered receipts bearing signatures of persons receiving said notice.

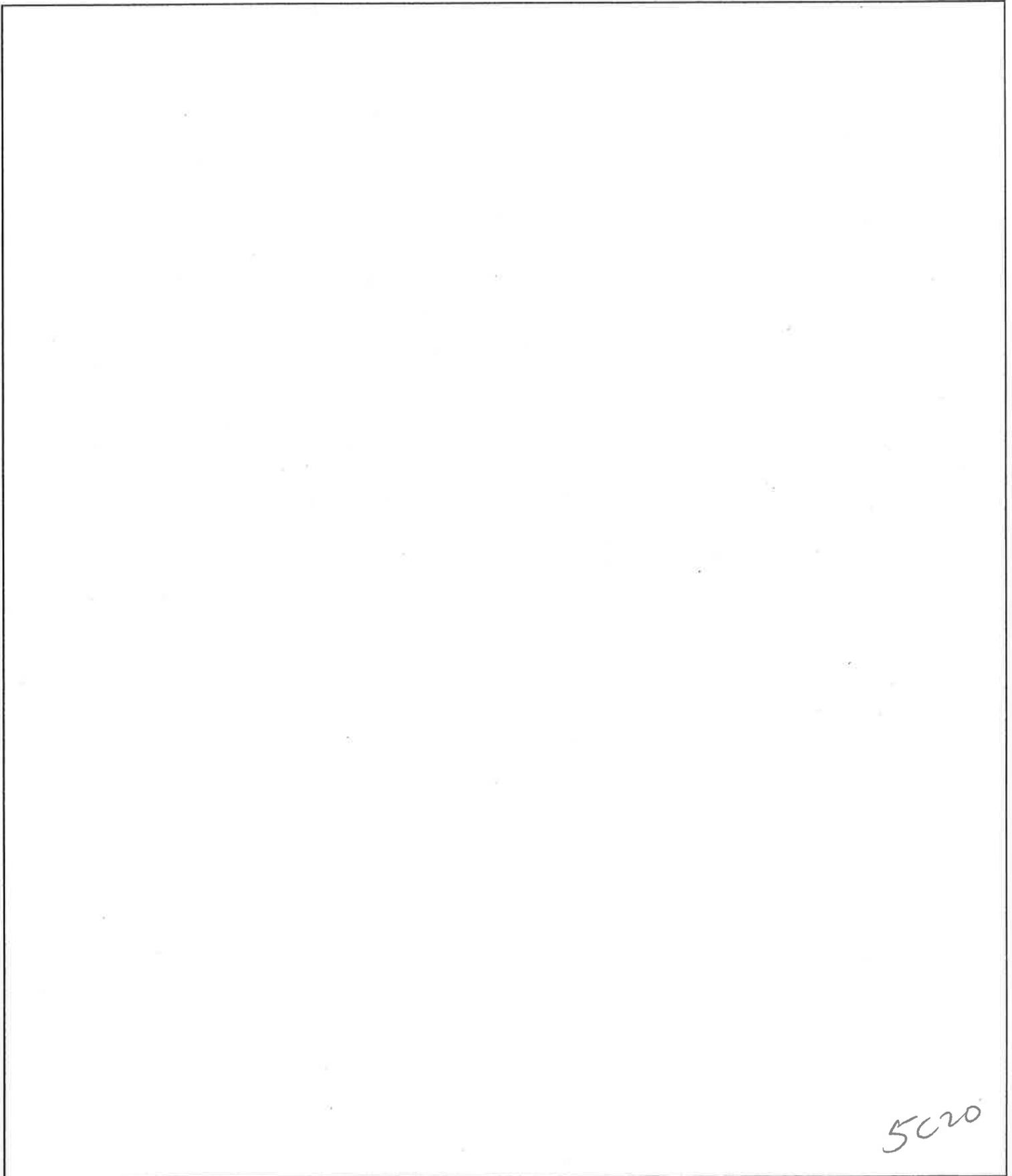
Signed and subscribed to under the penalties of perjuries:
Printed: _____
Written: _____
Date:

Notary Public: _____
My Commission Expires: _____

5019

Additional Space

Please note which question you are using this space for.



A large, empty rectangular box with a thin black border, intended for providing answers to questions. The box is mostly blank, with some faint, illegible markings scattered throughout. In the bottom right corner, the handwritten number "5020" is visible.

5020

Financial Information:

14: Costs Associated with License

- 1. Real Property: \$
- 2. Business Purchase: \$
- 3. Renovations/Construction: \$
- 4. Start up/Operating Capital: \$
- 5. Inventory: \$
- 6. Goodwill: \$
- 7. Furniture: \$
- 8. **TOTAL COST:** \$
- 9. **TOTAL CASH:** \$
- 10. **TOTAL FINANCED:** \$

The amounts in items 9 and 10 must total the amount reflected in item 8. **IMPORTANT:** Submit any and all records, documents and affidavits including loan agreements that explain the sources of money for this transaction.

5021



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

MANAGER APPLICATION

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

1. LICENSEE INFORMATION:

Legal Name of Licensee: Business Name (dba):

Address:

City/Town: State: Zip Code:

ABCC License Number: (if existing licensee) Phone Number of Premise:

2. MANAGER INFORMATION:

A. Name: B. Cell Phone Number:

C. List the number of hours per week you will spend on the licensed premises:

3. CITIZENSHIP INFORMATION:

A. Are you a U.S. Citizen: Yes No B. Date of Naturalization: C. Court of Naturalization:

(Submit proof of citizenship and/or naturalization such as U.S. Passport, Voter's Certificate, Birth Certificate or Naturalization Papers)

4. BACKGROUND INFORMATION:

A. Do you now, or have you ever, held any direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages? Yes No

If yes, please describe:

B. Have you ever been the Manager of Record of a license to sell alcoholic beverages that has been suspended, revoked or cancelled? Yes No

If yes, please describe:

C. Have you ever been the Manager of Record of a license that was issued by this Commission? Yes No

If yes, please describe:

D. Please list your employment for the past ten years (Dates, Position, Employer, Address and Telephone):

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

Signature Date

5023



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

PERSONAL INFORMATION FORM

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

1. LICENSEE INFORMATION:

A. Legal Name of Licensee	Kajal and Kevin LLC	B. Business Name (dba)	Liquor Junction
C. Address	27 Christopher Dr	D. ABCC License Number (If existing licensee)	101600034
E. City/Town	Methuen	State	MA
		Zip Code	01844
F. Phone Number of Premise	(603) 265-0879	G. EIN of License	

2. PERSONAL INFORMATION:

A. Individual Name	Jasmin Patel	B. Home Phone Number	
C. Address	34 Jackman Ridge Rd		
D. City/Town	Windham	State	NH
		Zip Code	03087
E. Social Security Number		F. Date of Birth	
G. Place of Employment	MetroPCS		

3. BACKGROUND INFORMATION:

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

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

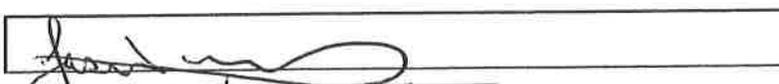
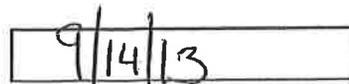
4. FINANCIAL INTEREST:

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

I am a member of an LLC with 66.34% ownership. I am also one of managers of LLC.

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

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

Signature  Date 

Title Manager & Member (President) (If Corporation/LLC Representative) 5024



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

PERSONAL INFORMATION FORM

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

1. LICENSEE INFORMATION:

A. Legal Name of Licensee B. Business Name (dba)

C. Address D. ABCC License Number (If existing licensee)

E. City/Town State Zip Code

F. Phone Number of Premise G. EIN of License

2. PERSONAL INFORMATION:

A. Individual Name B. Home Phone Number

C. Address

D. City/Town State Zip Code

E. Social Security Number F. Date of Birth

G. Place of Employment

3. BACKGROUND INFORMATION:

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

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

4. FINANCIAL INTEREST:

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

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

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

Signature Date

Title (If Corporation/LLC Representative)

5025



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

PERSONAL INFORMATION FORM

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

1. LICENSEE INFORMATION:

A. Legal Name of Licensee	Kajal and Kevin LLC	B. Business Name (dba)	Liquor Junction
C. Address	27 Christopher Dr	D. ABCC License Number (If existing licensee)	101600034
E. City/Town	Methuen	State	MA
		Zip Code	01844
F. Phone Number of Premise	(603) 265-0879	G. EIN of License	

2. PERSONAL INFORMATION:

A. Individual Name	Virendra Patel	B. Home Phone Number	
C. Address	27 Christopher Dr		
D. City/Town	Methuen	State	MA
		Zip Code	01844
E. Social Security Number		F. Date of Birth	
G. Place of Employment	NA		

3. BACKGROUND INFORMATION:

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

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

4. FINANCIAL INTEREST:

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

I am one of the managers of the LLC and will be paid salary for management of the store. I am not providing any funds for the business.

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

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

Signature Patel Virendra M. Date 09/14/13

Title Manager (If Corporation/LLC Representative) 5026



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

PERSONAL INFORMATION FORM

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

1. LICENSEE INFORMATION:

A. Legal Name of Licensee	Kajal and Kevin LLC	B. Business Name (dba)	Liquor Junction
C. Address	27 Christopher Dr	D. ABCC License Number (If existing licensee)	101600034
E. City/Town	Methuen	State	MA
		Zip Code	01844
F. Phone Number of Premise	(603) 265-0879	G. EIN of License	

2. PERSONAL INFORMATION:

A. Individual Name	Komal Patel	B. Home Phone Number	
C. Address	3 Butternut Road		
D. City/Town	Windham	State	NH
		Zip Code	03087
E. Social Security Number		F. Date of Birth	
G. Place of Employment	Aetna Coventry in Burlington, MA		

3. BACKGROUND INFORMATION:

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

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

4. FINANCIAL INTEREST:

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

I am one of the members of the LLC and has ownership stake of 33.34%. I am providing \$175,000

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

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

Signature	Komal M. Patel	Date	09/14/13
Title	Member	(If Corporation/LLC Representative)	5027

LEASE AGREEMENT

THIS LEASE is made by and between Danis Reading Realty Trust, with an address of One General Way, Reading, MA 01867 ("Landlord") and Kajal and Kevin, LLC with an address of 27 Christopher Dr, Methuen, MA 01844 ("Tenant").

In consideration of the rents to be paid and covenants to be performed by Tenant and as otherwise set forth herein, Landlord does hereby demise and lease to Tenant, and Tenant rents and hires from Landlord, those premises approximately 7,200 square feet at One General Way, Reading, MA 01867, hereinafter referred to as the ("Premises"). The Premises are more specifically defined on the attached Exhibit A.

ARTICLE I TERM

The initial term of the Lease shall be for a period of approximately five (5) Lease Years (the "Term"), commencing on the **Commencement Date** (defined below), which is estimated to be in November, 2013. The Term ends on the last day of the sixtieth (60th) full calendar month following the month in which the Commencement Date occurs ("**Term Expiration Date**"). If Tenant exercises its right to extend the Term as provided in Article XXI below, then all references in this Lease to the "Term" shall mean and refer to the Term, including any exercised Extension Term (as defined in Article XXI). The First "Lease Year" under this Lease will commence on the Commencement Date and end on the last day of the twelfth (12th) full calendar month following the month in which the Commencement Date occurs. Each succeeding "Lease Year" under this Lease will be the successive twelve (12) month periods thereafter, ending on the Term Expiration Date, as the same may be extended as provided in Article XXI.

The Tenant represents that it has executed an Asset Purchase Agreement (APA) by the terms of which it shall purchase the business assets, including a liquor license, of CW I, LTD. CW I LTD does business as "The Wine Bunker." The Tenant represents and warrants that the APA is in full force and effect. The Tenant shall use diligence and best efforts to consummate that transaction expeditiously. The Tenant estimates that the transaction will be complete during November 2013. The Tenant shall keep the Landlord advised of the status of that transaction and shall advise the Landlord not less than 48 hours in advance of the date, time and location of the transaction closure. Two days after the transaction is consummated shall be the Commencement Date of this Lease. If the transaction is not consummated by December 31, 2013, either the Landlord or the Tenant may terminate this agreement, in which event, any sums paid by the Tenant shall be refunded and neither party shall have any further obligation to the other party. The Landlord also has a right to terminate this Lease pursuant to Article XXXVI

Tenant shall take possession of the Premises in an "as is" condition except for Landlord's Work (as defined in Article XXXI). Landlord warrants that the Landlord's Work shall comply with applicable building codes, laws, rules, statutes and regulations. The Tenant shall have the responsibility to obtain the necessary occupancy permit, so that the Tenant may use the Premises.

 1

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In the event that Landlord's Work is not completed and the Premises are not delivered to Tenant within Six (6) months of the date of this Lease, unless due to a delay in the Commencement Date, Tenant shall have the right to terminate its obligations under this Lease, as its sole remedy therefore; provided however that such date shall be extended for a period equal to the duration of any delays in construction caused by Town of Reading, strikes, shortages of materials, acts of God or other causes not reasonably in the control of Landlord or in the event any delays are the result of change orders or other delays caused by Tenant. In the event that Landlord shall permit Tenant to enter the Premises prior to the contemplated Commencement Date, such entry shall be deemed pursuant to a license from Landlord to Tenant and shall be at the risk of Tenant.

ARTICLE II
RENT

Tenant agrees to pay Landlord as rental for the use and occupancy of the Premises, at the time and in the manner hereinafter provided the following sums of money:

Base Rent. Fixed Base Rent in the following amounts:

Year	\$/S.F.	Annual Base Rent	Monthly Base Rent
1	\$21.00	\$ 151,200.00	\$ 12,600.00
2	\$21.00	\$ 151,200.00	\$ 12,600.00
3	\$21.00	\$ 151,200.00	\$ 12,600.00
4	\$22.00	\$ 158,400.00	\$ 13,200.00
5	\$22.00	\$ 158,400.00	\$ 13,200.00

These Annual Base Rent amounts are payable in twelve (12) equal monthly installments in advance on the first (1st) day of each month during the Term of this Lease. The monthly Base Rent for each year shall be calculated by dividing the Annual Base Rental amount from such year by twelve (12).

At the time of execution of this Lease, Tenant shall pay to the Landlord the first month's rent and Tenant shall pay Landlord \$13,000 which shall be deemed a security deposit to assure Tenant's performance on this Lease ("**Security Deposit**").

No rent shall be charged the Tenant for a period of 90 days after the completion of the Tenant's business purchase from CW I LTD. During some of that time, the Landlord will be doing the work referenced in Article XXXI.

Upon any event of default as provided in this Lease, Landlord may, from time to time and without prejudice to any other remedy, use, apply, or otherwise retain the Security Deposit to the extent necessary to make good any arrears of Rent or any other damage, injury, expense, or liability caused to Landlord by the default. If Landlord so uses or applies all or any portion of the Security Deposit, Tenant, shall within fifteen (15) business days after written demand therefore, deposit

A 2
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cash with Landlord in an amount sufficient to restore the Security Deposit to the full amount stated above, and Tenant's failure to do so shall constitute a material breach of this Lease and shall entitle Landlord to exercise any and all remedies set forth herein. The Security Deposit will not be considered an advance payment of any Rent or a measure of Landlord's damages in case of Tenant's default. Landlord shall not be required to retain the Security Deposit in a separate escrow account or otherwise provide interest or an accounting to Tenant regarding the Security Deposit. Landlord will be entitled to all interest earned on the Security Deposit. The Security Deposit will be refunded to Tenant within thirty (30) calendar days after the termination or expiration of the Lease, subject to Tenant's compliance with its obligations under the Lease. In the event of a sale or other transfer of the Premises, Landlord may transfer the balance of the Security Deposit, if any, to the purchaser or transferee, and shall thereupon be released from any and all liability for the return of the Security Deposit and Tenant shall look solely to the purchaser or transferee for the return thereof.

ARTICLE III ADDITIONAL RENT

The definition of "Tenant Share" shall mean a fraction, the numerator of which is the total square footage of the Premises leased hereunder and the denominator of which is 191,395 square feet when referring to Building 1, and 258,499 square feet when referring to Buildings 1 and 2. The Tenant Shares are as follows:

- o Tenant Share of Building 1 shall be 3.81%
- o Tenant Share of Buildings 1 and 2 shall be 2.82%

In addition to Base Rent, Tenant covenants and agrees to pay Landlord during the Lease Term, Tenant's Share (as defined above) of all real estate taxes, water and sewer use taxes, (other than water and sewer use allocable to a tenant or occupant which uses water for other than lavatory use) taxes, betterment assessments, personal property taxes (excluding equipment of other tenants or occupants and including equipment used solely in operation of the Building), and other taxes accruing from the ownership or operation of the Premises and Building (other than franchise taxes, corporate fees or taxes on income of Landlord), insurance costs, equipment repair and maintenance costs, landscape maintenance, the cost of snow clearing and removal for the property, exterior lighting, utility charges (excluding utility charges used exclusively by any other tenant or occupant), without limitation maintaining the fire sprinkler and fire alarm system, management fees as well as fees associated with maintenance and improvements to the site, and any and all other ordinary and necessary operating costs including the assessment of a property management fee equal to Two and One Half Percent (2.5%) of the Base Rent. The estimated Additional rent due on February 1, 2014 will be \$1,500.00.

The amounts described above shall collectively be called "Additional Rent". The Additional Rent is imposed to reflect the intention of the parties to have a triple net lease arrangement as to the Premises.

At the beginning of each Lease Year, Landlord will estimate the amount of Additional Rent for the succeeding twelve (12) month period. On each rental due date, Tenant will pay in addition to Rent, an amount equal to one-twelfth (1/12th) of the estimated Additional Rent. At the end of each Lease Year, Landlord shall calculate the actual amount of Additional Rent for the preceding year and provide Tenant notice and the calculation of the actual amount. If actual Additional Rent exceeds the amount Tenant had paid during the preceding year, such deficit shall be paid with the next rental installment due. If the actual amount of Additional Rent is less than the amount Tenant has paid, Tenant shall receive a credit against the rent next due in the amount of the overpayment. Any overpayment or underpayment existing at the end of the Lease term shall be paid by appropriate party in cash on demand.

ARTICLE V USE

Tenant shall use the Premises solely for the purposes of the retail sale of beer, wine and other liquor products to the public in accordance with the Liquor License. Tenant may be able to sell soda and chips so long as it does not violate the restriction with Market Basket as listed in Exhibit B so long as the sale of lottery tickets, tobacco, chips, soda and other non-alcoholic beverages are incidental to primary business and utilize less than 5% of the tenant's sales area or 500 square feet. Tenant's permissible use shall not include the use, storage or application of any Hazardous Substance, except in compliance with this Article V hereof, and solely to the extent that such use does not violate the terms of any insurance policy or any state, federal or local laws, rules or regulations. Tenant shall not use or permit the Premises to be used for any other purpose or purposes whatsoever without the written consent of Landlord having been first obtained. Tenant further covenants and agrees that it will not use or suffer or permit any person or persons to use the Premises as a store, auction, distress or fire sale or bankruptcy or going-out-of-business sale, or for any use or purpose in violation of the laws of the United States of America or the laws, ordinances, regulations and requirements of the Commonwealth of Massachusetts, the Town of Reading and Middlesex County, and that during the Term of the Lease, the Premises, and every part thereof, shall be kept by Tenant in a clean and wholesome condition, free of any objectionable noises, odors or nuisances, and that all health and police regulations shall, in all respects at all times, be fully complied with by Tenant. Tenant, at its own expense, shall obtain any permits, licenses or other approvals necessary for its use of the Premises. Tenant shall, on demand, reimburse Landlord for any and all extra insurance premiums caused by Tenant's use of the Premises.

Tenant shall be open for business and operate continuously from the Premises at a minimum of Monday thru Saturday 10am to 6 pm, or consistent with the hours stated on the Liquor License. If Tenant fails to operate its business from the Premises for more than ten (10) consecutive days during any period of the Term of this Lease, Landlord, at its option, may treat such failure to operate as a default of this Lease and is permitted to exercise all of its rights and remedies as set forth in this Lease.

Notwithstanding anything contained in this Lease to the contrary, Tenant shall not use or permit any use of the Premises which is or would be in violation of any applicable federal, state or local law, statute, rule, code, regulation, or decision. Tenant further agrees that it shall not use or permit any use of the Premises which is or would be in violation of the following:



a.) Restrictive Covenants or in violation of those provisions of the Lease between Landlord and Demoulas Super Markets, Inc. as are attached hereto as Exhibit B.

b.) 128 Marketplace Tenant Rules and Regulations as are attached hereto as Exhibit C.

Tenant covenants, that except in allowance with applicable law, it will not allow or permit any Hazardous Substance to be brought upon the Premises or Landlord's adjacent land and will not use, store, treat, dispose of, generate, or create any Hazardous Substance at the site or permit any person or entity to do so, except in normal cleaning maintenance amounts as may be used in normal cleaning, maintenance and operation of the Premises and Tenants equipment.

"Hazardous Substance" shall mean (i) any chemical identified as a known, probable or suspected human carcinogen by any federal or state agency or the International Agency for Research on Cancer; (ii) any "pollutant or contaminant" as defined by 42 U.S.C. | 9601 (33); (iii) any substance listed on the "Title III List of Lists" maintained by the United States Environmental Protection Agency; (iv) any "hazardous air pollutant" as defined by 42 U.S.C. | 7412 and its implementing regulations; (v) petroleum products, including but not limited to gasoline, diesel, and kerosene; (vi) any Hazardous Substance as defined by CERCLA; and (vii) any substance defined or regulated under the Massachusetts Waste Management Act and local ordinances, if any.

Tenant agrees to indemnify and hold Landlord harmless from all liabilities relating to Hazardous Substances arising from Tenant's operations or breach of the foregoing covenant. Landlord retains the right to inspect the Premises to monitor Tenant's activity concerning hazardous materials. Tenant shall immediately notify Landlord of any release or threat of release. Tenant shall cure any releases or threatened releases of hazardous material and if Tenant fails to do so within a prescribed time by Federal, State or Local Officials or Boards, Landlord may do so at Tenant's expense. Any such release shall constitute a default unless cured within the prescribed time. Landlord shall have the right to seek injunctive or equitable relief if Tenant releases or threatens to release hazardous material and thereby violates the Lease.

Tenant agrees that chemical or other waste, generated by Tenant, shall be disposed of and removed by the services of a proper, licensed, professional, waste chemical disposal contractor, and further, it will store any Hazardous Substances in compliance with the aforementioned regulations.

Concerning outside disposal, Tenant shall not store materials or equipment outside of the Leased Premises.

In the event that Tenant shall fail to so keep the Premises in a safe, clean and neat condition, then Landlord may, after five (5) calendar days written notice to Tenant, cause such work to be done as may be necessary to restore the Premises to a safe, clean and neat condition and the cost of such work shall be payable by Tenant.

Tenant shall also contract for its own trash removal with an independent, licensed trash removal firm



Installation of underground tanks by Tenant on the Premises is prohibited.

Tenant shall not permit any use of the Leased Premises which will make voidable or increase the cost of any insurance on the Building, or on the contents thereof, or which shall be contrary to any law or regulation from time to time established by any recognized insurance rating association.

ARTICLE VI MAINTENANCE AND SANITATION

Tenant agrees at all times, and at its own cost and expense, to repair, replace and maintain in good and tenantable condition the Premises, including without limitation, all fixtures, entrances, windows, heating, cooling, mechanical and electrical equipment, plumbing, pipes and conduits, plate glass, signs, locks and floor coverings.

In regards to the HVAC systems, Tenant agrees to maintain the equipment consistent with the manufacturer recommended maintenance and evidence said maintenance to Landlord. Tenant agrees to enter into a maintenance agreement with a qualified contractor, acceptable to the Landlord ensuring the timely and complete maintenance of the HVAC systems. In the event that the HVAC equipment requires replacement or significant repairs, then the Landlord shall be responsible for making said replacement or repairs, provided that the Tenant has properly maintained the system as detailed above. If the Tenant has not properly maintained the systems, then the Tenant shall be responsible for making said replacement, significant parts or significant repairs. Significant repairs for purposes of this section shall be defined as costing more than 15% of the expected cost associated with the replacement of the entire system.

Tenant shall be responsible for the maintenance of the plate glass on the Premises but shall have the option to either insure the risk or self-insure. Tenant shall be responsible for the removal of snow and ice from all entrances and sidewalks bordering the Leased Premises. If Tenant refuses or neglects to make repairs and/or maintain the Premises in a manner reasonably satisfactory to Landlord, Landlord shall have the right, upon giving Tenant five (5) business days notice of its election to do so, to make such repairs or perform such maintenance on behalf of and for the account of Tenant. In such event, work shall be paid for by Tenant promptly upon receipt of a bill thereto.

Tenant shall not make any alterations, additions or improvements to the Premises or install any signs upon the exterior of the Premises without on each occasion obtaining the prior written consent of Landlord and Town. All permitted alterations additions or improvements, including signs, shall be at Tenant's sole cost and expense. All alterations, additions or improvements made by Tenant shall be performed in a good and workmanlike manner using materials of equal or better quality than original construction and shall be in compliance with all applicable laws, ordinances, orders, rules, regulations and requirements, including building permits applicable thereto and shall be performed by licensed and insured contractors approved in advance by Landlord. All such contractors and mechanics shall carry and provide proof of adequate liability insurance, builder's risk insurance and workers compensation insurance, as required by Landlord. Landlord may also require that Tenant provide, at Tenant's expense, a completion bond in form and substance satisfactory to Landlord.

Landlord shall keep and maintain in good and tenantable condition the structural parts of the Premises, including the roof drains within the building; provided, however, Tenant, rather than Landlord, shall be required to make repairs necessitated by reason of the acts of omissions by Tenant or Tenant's agents, employees, guests, or licenses, or to Tenant's Improvements made by Tenant's contractor within the Premises or by reason of Tenant failing to perform or observe any conditions or agreements in this Leases, or causes by alterations, additions or improvements made by Tenant or anyone claiming under Tenant. Exterior walls shall not be deemed to include plate glass, window cases, doors and door frames, security grills or similar enclosures, except that Landlord shall make any such repairs currently needed, at the commencement of the Lease, including windows, outside lighting, walkways.

Upon surrender of the Premises, Tenant shall redeliver the Premises in good order, condition and repair, ordinary wear and tear excepted. Improvements made by Tenant shall become the property of Landlord upon termination of the Lease and Tenant shall not be required to remove any of the improvements. Tenant agrees not to make or place holes, screws, nails or other permanent attachment in the doors, without prior written approval from Landlord. Landlord agrees that Tenant may install an alarm system in the outside doors, subject to Landlord's reasonable approval of the design, mounting systems, and alterations needed in the doors.

Landlord shall not in any way be liable to Tenant for failure to make repairs as specifically required of it unless Tenant has previously notified Landlord in writing of the need for such repairs and Landlord has failed to commence within fifteen (15) business days and complete said repairs within a reasonable period of time following receipt of Tenant's notification. However, in no event shall Landlord be liable for any indirect or consequential damages of Tenant except to the extent covered by Insurance. Landlord also has the right to gain access to the utility meters, telephone equipment and fire alarm rooms that are accessed through the Premises.

ARTICLE VII
ALTERATION AND REPAIR

Tenant shall not make any alterations or additions to or upon the Premises without the prior written consent of Landlord, which will not be unreasonably withheld or delayed. Landlord shall have the right at any time to repair, alter and improve the building in which the Premises is a part provided that such work will be conducted so as not to disturb Tenant's business operation. Tenant agrees that if Landlord requests a temporary relocation it will cooperate.

ARTICLE VIII
SIGNS

Tenant shall abide by the Town Bylaws pertaining to signage. Tenant shall obtain written consent of Landlord and Town approval before erecting any signs on the Premises, which consent shall not be unreasonably withheld. All signs shall be erected and maintained in accordance with town ordinances. Tenant shall promptly remove any sign, which does not comply with the foregoing provisions. Tenant shall have the right to provide two sign panels for the landlord to add to the existing pylon sign.

ARTICLE IX



PARKING

Tenant is granted the non-exclusive right to park up to three (3) employee vehicles during normal business hours at locations designated by the Landlord and as may be from time-to-time redesignated by Landlord. Tenant shall be responsible for the costs of towing any employee vehicles not parked in areas specifically designated for Tenant's employee parking. No overnight parking or storage of vehicles is allowed.

ARTICLE X UTILITIES AND COMMON AREA

Landlord shall provide and Tenant shall pay for all Tenant's utilities, water and sewer use charges, including gas and electricity. All bills for such utilities furnished exclusively to the tenant's premises shall be paid by the Tenant to the utility company providing such service. Should Landlord choose to use common utilities; Tenant agrees to pay its pro rata share base on the percentage of use. Tenant agrees to keep the Premises free and clear of any lien or encumbrance of any kind created by Tenant's acts or emission. The Landlord is not liable for interruption of utilities.

ARTICLE XI INDEMNITY AND INSURANCE

Tenant covenants with Landlord that Landlord shall not be liable for any damage or liability of any kind by any reason of the use, occupancy and enjoyment of the Premises by Tenant.

Tenant will indemnify and save harmless Landlord from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including without limitation reasonable attorneys fees and costs) imposed upon, incurred by or asserted against Landlord arising from Tenant's use or occupancy of the Premises or any breach or default by Tenant of any of its obligations hereunder or arising from the negligence or willful acts or omissions of Tenant, its agents, employees, contractors, representatives, guests, licensees or invitees. Tenant shall indemnify and save Landlord harmless from any loss or damage to personal property, fixtures, equipment or inventory occasioned by the escape of water or bursting of pipes in the Premises and any nuisance made or suffered by Tenant's use of the Premises.

Tenant, at its own expense, shall provide and keep in force, with companies acceptable to Landlord, public liability insurance for the benefit of Landlord and Tenant, jointly, against liability for bodily injury, death and property damage in the amount of not less than \$2,000,000 per occurrence. Tenant shall keep all of Tenant's fixtures, furniture and furnishings and equipment insured against loss or damage by fire or other hazards, including within the usual "all risk" insurance in an amount not less than one hundred percent (100%) of the full insurable replacement value thereof. Tenant shall provide Landlord with certificates evidencing such insurance and containing further evidence that such insurance complies with the terms hereof on or before the Commencement Date.

All policies of insurance to be provided by Tenant shall be issued by responsible companies qualified to do business in the Commonwealth of Massachusetts, and shall be issued in the name

 8

5C35

of Tenant with Landlord named as an additional loss payee. All policies shall provide Landlord with thirty (30) calendar days notice prior to termination, cancellation or maturity. All public liability and property damage policies shall contain a provision that Landlord, although named as an insured shall nevertheless be entitled to recovery under the policies for any loss occasioned to it, its servants, agents, and employees by reason of the negligence of Tenant or any part claiming under Tenant.

Each party, notwithstanding any provision of this Lease otherwise permitting such recovery, hereby waives any rights of recovery against the other for loss or injury against which such party is protected by insurance, to the extent of the coverage provided by such insurance. Each insurance policy carried by either party with respect to the Leased Premises or the property of which they are a part which insures the interest of one party only, shall include provisions denying to the insurer acquisition by subrogation of any rights of recovery against the other party. The other party agrees to pay any additional resulting premium.

ARTICLE XII
OTHER PAYMENTS BY TENANT

Tenant shall pay, prior to delinquency, all taxes against and levied upon fixtures, furnishing, equipment and all other personal property of Tenant contained in the Premises.

ARTICLE XIII
ASSIGNMENT OR SUBLETTING

Tenant shall not assign, transfer, mortgage or pledge this Lease or any interest therein nor will Tenant sublet, in whole or in part, or permit the Premises or any part hereof to be used by others without Landlord's prior written consent. Tenant shall pay Landlord's fees and costs, including attorney and accountants fees, in reviewing and considering any proposed assignment or sublease. The consent by Landlord to any assignment or subletting shall not waive the need of Tenant to obtain consent of Landlord to any different or further assignment or subletting. If the Rent and other sums received by the Tenant on account of any sublease or assignment shall exceed the Base Rent and Additional Rent due hereunder, Tenant shall pay Landlord, as Additional Rent hereunder, 50% all such excess Rent or other payments as received by Tenant, less any reasonable expenses incurred by Tenant with respect to such sublease or assignment, including brokerage commissions, but expressly excluding any costs or repairs or alterations to the Premises. Tenant may not, under any circumstances, mortgage this Lease without Landlord's consent, this prohibition being absolute and in no way limited by the provisions herein contained. No assignment or subletting of the Lease shall relieve Tenant of its obligations under this Lease. For purposes of this paragraph, a change in ownership of Tenant or the assets of Tenant, which changes the right to control the business or a change of control of Tenant, shall be deemed an assignment of the Lease. Landlord's approval shall not be unreasonably withheld.

Without limiting in anyway Landlord's rights herein, Landlord may specifically withhold consent to assign, transfer or sub-lease the Premises or any portion thereof, if (i) Tenant is in default of any of its obligations hereunder, (ii) the portion of the Premises proposed for sublease including the proposed means of ingress and egress and any proposed use thereof will violate city, town, state or federal laws (iii) the proposed use is different than indicated in Article 5, (iv) the character or

9

5036

financial condition of the proposed subtenant is not acceptable to Landlord, (v) the proposed subtenant is an occupant of other space owned by Landlord, (vi) the proposed subtenant is a state or federal agency or other quasi-governmental agency, (vii) the proposed subtenant's projected use requires the use, storage, generation or disposal of Hazardous Substances, or (viii) other business reasons.

If Tenant proposes to assign this Lease or any interest therein or to sublet all or any portion of the Premises, Tenant shall submit to Landlord in writing the name of the proposed assignee or subtenant; the rental and terms of the proposed assignment; and any other information reasonably requested by Landlord. Upon receipt of the above information, Landlord shall respond to said request within thirty (30) business days.

ARTICLE XIV **SUBORDINATION**

Tenant agrees that this Lease and all rights of Tenant hereunder shall at all times be and remain subordinate and subject to any and all mortgages, deeds of trust and other instruments of financing or collateral financing. As to all future security instruments, Landlord shall use reasonable efforts to cause the holder of any such mortgage, deed of trust or instrument of financing to agree not disturb Tenant's occupancy under this Lease so long as Tenant is not in Default. At the request of the Tenant, Landlord will execute a Notice of Lease in form satisfactory for recording in the real property records of Middlesex County. In the event a Notice of Lease is recorded, the Notice shall state that at such time as the Lease terminates for any reason, Landlord may record an affidavit of termination. Recording of the affidavit shall be conclusive proof of termination of the Lease as to any good faith future transferee, Tenant or lender.

ARTICLE XV **ESTOPPEL CERTIFICATES**

Tenant shall, at its own cost and expense of form(s) provided by Landlord, at any time and from time to time, within fifteen (15) calendar days of a written request from the Landlord, certify by written statement, duly executed, and delivered to Landlord or any other person firm or corporation specified by Landlord:

1. That this Lease is unmodified and in full force and effect, or, if there have been any modifications, that the same is in full force and effect as modified and stating the modification.
2. Whether or not to the actual knowledge of Tenant there are then existing any set-offs or defenses against the enforcement's of the agreements, terms, covenants or conditions hereof and any modification hereof on the part of Tenant and, if so, specifying the same.
3. The dates, if any to which the Rent and any other charges have been paid in advance.
4. The date of expiration of the current Term of this Lease and any options to renew or extend this Lease specifying the same.

5. The minimum Annual Rent and other charges then payable under this Lease.

ARTICLE XVI
EMINENT DOMAIN

In the event the entire Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate as of the date of such taking, and Tenant and Landlord shall thereupon be released from any liability thereafter accruing. In the event that any portion of the Floor Area of the Premises is taken under the power of eminent domain, or if by reason any appropriation or taking, regardless of the amount so taken, the remainder of the Premises is not one undivided parcel or property, or if access or parking requirements for Premises are adversely affected to a material extent, either Landlord or Tenant shall have the right to terminate this Lease as of the date Tenant is required to vacate. Landlord agrees immediately after learning of any appropriation or taking to give Tenant notice in writing.

If this Lease is terminated, Landlord shall be entitled to the award of compensation in such proceedings, provided that Tenant shall be entitled to that portion of the condemnation award which is attributable to Tenant's unamortized cost of Landlord's Work together with any moving or relocation expenses which may be awarded in Tenant's favor. Rent and other charges for the last months of Tenant's occupancy shall be prorated, and Landlord agrees to refund to Tenant any Rent or other charges paid in advance.

If neither Landlord nor Tenant elects to terminate the Lease, Tenant shall remain in that portion of the Premises, which shall not have been appropriated or taken. In the event less than thirty-three percent (33%) of the Floor Area of the Premises shall be appropriated under the power of eminent domain and the remainder of the Premises is an undivided parcel of property, then Landlord agrees, at Landlord's expense, as soon as reasonably possible, to restore the Premises on the land remaining to a complete unity of like quality and character as existed prior to such taking; and thereafter the Annual Rental shall be reduced on an equitable basis, taking into account the relative value of the portion taken as compared to the portion remaining; and Landlord shall be entitled to receive the total award of compensation in such proceedings. Tenant's right to receive compensation of damages for its fixtures and personal property shall not be affected in any manner hereby.

For the purpose of this provision of the Lease, a voluntary sale or conveyance in lieu of condemnation, but under threat of condemnation shall be deemed an appropriation, or taking under the power of eminent domain.

ARTICLE XVII
DESTRUCTION OF LEASED PREMISES

If the Premises or the building containing the Premises is destroyed or damaged by fire or other casualty to such an extent that they can be repaired and restored within ninety (90) calendar days, Landlord shall repair and restore the building and Premises to substantially their condition immediately prior to such damage or destruction. Tenant's Rent during the period of such repair and restoration shall be abated proportionately to the extent that the Premises are rendered untenable.

If the building cannot be restored within ninety (90) calendar days following any casualty, Landlord and Tenant shall each have the right to terminate this Lease by notice to the other at any time within thirty (30) calendar days from the date of such happening.

ARTICLE XVIII
BANKRUPTCY

If Tenant should be adjudged as bankrupt, either by voluntary or involuntary proceedings, Landlord shall have the option to terminate this Lease, to re-enter the Premises and take possession. In no event shall this Lease be deemed an asset of Tenant after adjudication of bankruptcy.

ARTICLE XIX
DEFAULT AND RE-ENTRY REMEDIES

Tenant shall be in default of this Lease and Landlord may terminate this Lease without further notice if: (a) Tenant shall default in the payment of Rent or any other sum payable under this Lease and such default shall continue for ten (10) business days; or (b) Tenant shall default in the observance or performance of any other covenants, agreements or obligations hereunder and such default shall not be corrected within thirty (30) calendar days after written notice thereof; or (c) any assignment shall be made of Tenant's property for the benefit of creditors; or (d) a receiver is appointed to take charge of all or any part of Tenant's property; or (e) if a petition is filed by Tenant under any bankruptcy or insolvency law, or if such petition is filed against Tenant and not dismissed within thirty (30) calendar days from filing upon termination of the Lease. In the case of any such termination of the tenancy, all amounts due under the terms of this Lease shall be accelerated and become immediately due and payable to Landlord. Tenant shall pay to Landlord as damages, a sum equal to the amount of Rent and other payments called for herein for the remainder of the Term of the Lease. Should Landlord elect to re-enter as herein provided, or should Landlord take possession pursuant to any notice provided for by law, Landlord may either terminate this Lease or may, from time to time, without terminating this Lease, relet said Premises or any part thereof, for such term or terms and at such rental or rentals and upon such other terms and conditions as Landlord, in its own discretion, may deem advisable. Rentals received by Landlord from such reletting shall be applied: first, to the payment of any cost of such reletting; and second, to the payment of costs and fees incurred due to Tenant's default and third to the payment of amounts due and unpaid hereunder; and the balance, if any, shall be held by Landlord and applied in payment of future Rent as the same may become due and payable hereunder. Should rentals received from such reletting during any month be less than that agreed to be paid during the month by Tenant hereunder, then Tenant shall pay such deficiency to Landlord monthly. Tenant shall also pay to Landlord, as soon as ascertained, the cost and expenses incurred by Landlord in such reletting.

Tenant shall quit and peacefully surrender the Premises to Landlord, but Tenant shall remain liable as herein provided. Landlord may, upon termination of the Lease, remove all persons and property from the Premises without liability to any person for damages sustained by reason of such removal. Such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant.

Tenant acknowledges that late payment by Tenant to Landlord of Rent or sums due will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which would be extremely difficult and impractical to ascertain. Such costs include, but are not limited to, late charges and penalties imposed on Landlord by the terms of any mortgage or trust deed covering the Premises. Therefore, Rents are due and payable on the first (1st) day of each month and should Tenant fail to pay any Rent by the fifteenth (15th) day of any month, Tenant shall pay Landlord as Additional Rent a late charge of five percent (5%) of any amount unpaid. A fifty-dollar (\$50.00) charge will be paid by Tenant to Landlord for each returned check.

If Landlord at any time is compelled to pay or elects to pay any sum of money, or do any act that will require the payment of any sum of money, by reason of the failure of Tenant to comply with any provision hereof, or if Landlord is compelled to or does incur any expense, including reasonable attorneys' fees, in instituting, prosecuting and/or defending any action or proceeding instituted by reason of any default of Tenant hereunder, Tenant shall on demand pay to Landlord by way of reimbursement the sum or sums so paid by Landlord with all interest, costs and damages.

The failure or omission of Landlord to terminate this Lease for any or more breaches of any of the covenants hereof shall not be deemed a consent by it of such breach and shall not stop, bar or prevent Landlord from terminating this Lease wither for such violation or for any prior or subsequent violation of such covenant.

ARTICLE XX **SURRENDER OF PREMISES**

Tenant, upon expiration of this Lease, or upon earlier termination for any reason, shall surrender the Premises in good condition, reasonable wear and tear excepted. Tenant shall promptly surrender all keys for the Premises at the place then fixed for payment or Rent and shall inform Landlord of the combination of any locks or safes on the Premises.

ARTICLE XXI **LEASE TERM EXTENSION AND HOLDING OVER**

Provided that Tenant is not otherwise in default of any of the provisions herein, Tenant shall have the option to renew the Lease for two (2) additional five (5) year periods upon the same terms and conditions as set forth in this Lease Agreement, except those relating to the Base Rent. Tenant shall give Landlord written notice, of Tenant's execution of its Renewal Option, at least nine (9) months prior to the Lease Termination date. The Renewal Option shall expire if the Tenant fails to give the indicated written notice to Landlord, nine (9) months prior to the Lease Termination date.

Commencing at the beginning of the first year of the first Renewal Option Term, and continuing each year thereafter, Base Rent shall be increased yearly over the prior year's Base Rent by an amount equal to three percent (3%) or the increase in the Consumer Price Index, whichever is

greater. For purposes hereof, Consumer Price Index shall mean the Consumer Price Index for All Urban Consumers (CPI-U) for Boston-Massachusetts.

If Tenant should hold-over after the Term of this Lease, Tenant shall become a Tenant on a month-to-month basis. Tenant, unless otherwise agreed to by Landlord, shall pay Rent of one hundred fifty percent (150%) of rate being paid during the last month of the Lease, upon the terms, covenants and conditions specified in this Lease, but exclusive of any renewal options. The hold-over of Tenant shall not be deemed an exercise of a renewal option, nor shall this provision imply that Tenant has any right to become a holdover month-to-month tenant. Nothing herein shall be construed as granting Tenant the right to hold over at any time and Landlord may exercise any and all remedies at law or in equity to recover possession of the Premises and damages resulting from such holding over.

ARTICLE XXII **FIXTURES AND PERSONAL PROPERTY**

Any trade fixtures and other personal property of Tenant not permanently affixed to the Premises shall remain the property of Tenant, and Landlord agrees that Tenant shall have the right, provided Tenant is not in default under the terms of this Lease, to remove any and all of its trade fixtures, signs or other personal property which it may have stored or installed in the Premises. Tenant, at its own cost and expense, shall immediately repair any damage occasioned to the Premises by reason of the removal of any such trade fixtures, improvements, equipment and other personal property installed or attached to the Premises.

All improvements to the Premises by Tenant, including but not limited to floor coverings, carpeting and partitions, but excluding trade fixtures, draperies and signs are deemed to be the property of Tenant but shall become the property of Landlord upon expiration or earlier termination of this Lease.

Subject to Article XVIII herein, in the event that Tenant is adjudged bankrupt or insolvent, nothing contained in this Lease shall limit (i) Landlord's right to make a claim in Tenant's bankruptcy or insolvency proceedings or (ii) the exercise of Landlord of any of its rights under applicable bankruptcy or creditor's rights laws.

ARTICLE XXIII **REIMBURSEMENT**

All covenants and terms to be performed by Tenant shall be performed by Tenant, at its own cost, and expense, and if Landlord shall pay any sum of money or do any act which requires the payment of money by reason of the failure, neglect or refusal of Tenant to perform such covenant or term, the sum or sums of money so paid by Landlord shall be considered as Additional Rent and shall be payable by Tenant to Landlord on the first month next succeeding such payment, together with interest at Bank of America's prime interest rate plus two percent (2%) per annum but not to exceed the maximum rate permitted by law.

ARTICLE XXIV **NOTICES**

Any notice by either party to the other shall be deemed to be duly given when delivered personally or mailed by registered or certified mail, return receipt requested, in a postpaid envelope addressed, if to Tenant, to the Premises, and, if to Landlord, to the address then fixed for the payment of Rent, and to such other address as Tenant or Landlord may designate to the other in writing. Notices should be delivered as follows:

Tenant and Guarantors:

Kajal and Kevin, LLC
27 Christopher Dr
Methuen, MA 01844

Landlord:

Danis Reading LLC
Attn: George E. Danis
One General Way
PO Box 672
Reading, MA 01867

ARTICLE XXV
LITIGATION, COURT COSTS AND ATTORNEY'S FEES

Suit or suits 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 of this Lease would have expired if it had not been terminated hereunder. Tenant hereby waives, to the extent permitted by law, the right to (a) a trial by jury, and (b) interpose non-compulsory counterclaims in any proceeding instituted by Landlord by Tenant. 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 default hereunder on the part of Tenant.

If Landlord is involuntarily made a party defendant in any litigation concerning this Lease of the Premises by reason of any act or omission of Tenant, including any insolvency or bankruptcy proceeding, then Tenant shall hold Landlord harmless from all liability by reason of Tenant's act or omission including reasonable attorney's fees and all costs incurred by Landlord in such litigation.

In the event that any time during the Term of the Lease, either Landlord shall institute any action or proceeding against the Tenant relating to the provisions of this Lease, or any default hereunder, then and in that event, the Landlord shall be entitled to recover from the Tenant it's the Landlord's reasonable costs, expenses and attorney's fees.



ARTICLE XXVI
SALE OR ASSIGNMENT

In the event of any sale or exchange of the Premises by Landlord and assignment by Landlord of the Lease, Landlord shall be and is hereby entirely free and relieved of all liability under any and all covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission relating to the Premises of this Lease occurring after the consummation of such sale or exchange and assignment.

ARTICLE XXVII
ENTRY AND INSPECTION

Landlord may inspect the Premises from time to time during business hours of Tenant upon 24 hours notice to Tenant. In the event of an emergency, and while contacting Tenant, Landlord may enter the premises to address the situation.

ARTICLE XXVIII
QUIET ENJOYMENT

Landlord agrees and promises that if and so long as Tenant pays the Rent, Additional Rent and other charges due under this Lease, and performs its agreements and covenants of this Lease, Tenant shall peaceably and quietly have, hold and enjoy the Premises for the Term of the Lease, subject to the provisions of this Lease.

ARTICLE XXIX
LANDLORD'S LIEN

In addition to any statutory lien, Landlord will have and Tenant hereby grants to Landlord a continuing security interest for all sums of money, becoming due hereunder, on all personal property and fixtures of Tenant and such property and fixtures shall not be removed therefrom without the prior written consent of Landlord. In the event of a default under this Lease, Landlord shall have, in addition to all other rights and remedies herein or by law, all rights and remedies under the Uniform Commercial Code, including without limitation the right to sell the property or fixtures at public or private sale upon five (5) business days notice to Tenant. Tenant agrees to execute such financing statements or other instruments as necessary or desirable in Landlord's discretion to protect and/or perfect the security interests created herein. This contractual lien shall be in addition to any statutory lien for Rent.

ARTICLE XXX
BROKERAGE COMMISSIONS

Tenant warrants that it has no dealings with any broker or agent in connection with the negotiations or execution of this Lease. Tenant and Landlord agree to indemnify and hold harmless the other party from and against any and all costs expenses or liability for commissions or other compensation or charges claimed by or awarded to any broker or agent with respect to this Lease, other than to the aforesaid broker, because of such party's use of such broker or agent.



ARTICLE XXXI
LANDLORD'S WORK

The Landlord shall make improvements to the Leased Premises more specifically defined in Exhibit D, hereinafter referred to as "Landlord's Work". Landlord need not commence making improvements until the Tenant's transaction with CW I LTD closes. To avoid interference with the Landlord's workmen and for liability reasons, the Tenant shall not enter the Leased Premises During the time when the Landlord is making the improvements without the Landlord's consent.

ARTICLE XXXII
FINANCIAL STATEMENTS

From time to time within thirty (30) days following Landlord's written request, Tenant agrees to provide to Landlord the most recent Federal Tax Return or annual financial statements of Tenant, including Tenant's balance sheet, and profit and loss statement. Landlord's request shall not be made more than two times per calendar year.

ARTICLE XXXIII
INDEPENDENT COVENANT

Tenant acknowledges and agrees that its obligation to pay Base Rent, Additional Rent and Costs in accordance with the terms and provisions the Lease is at all times not dependent upon the condition of the Premises or the performance by Landlord of its obligations hereunder, and except as otherwise expressly provided in the Lease, Tenant shall continue to pay the Base Rent, Additional Rent and Costs when required under the Lease without abatement, demand, counterclaim, setoff or deduction, notwithstanding any breach by Landlord of its duties or obligations hereunder, whether express or implied.

ARTICLE XXXIV
NON-COMPETITION WITH MARKETBASKET

If Market Basket obtains a Liquor License and decides to occupy a minimum of 1,000 square feet of beer and wine for sale at this location, the Tenant shall have the option to terminate the lease within 90 days of Market Basket offering the sale of beer, liquor or wine.

ARTICLE XXXV
GENERAL

Time is of the essence of this Lease. The terms and conditions of this Lease shall be extended to and be binding upon the permitted heirs, executors, successors and assignees to the parties hereto. This Lease and its exhibits set forth all the covenants, promises, agreements, conditions or understandings, either oral or written, between them. The submission of this Lease or a summary of some or all of its provisions for examination does not constitute a reservation of or option for the Premises or an offer to lease and no legal obligations shall arise with respect to the Premises or other matters herein until this Lease is executed and delivered by Landlord and

Tenant and approved by the holder of any mortgage on the Building having the right to approve this Lease. No subsequent alteration, amendment, change or additional exhibits to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them. The laws of the Commonwealth of Massachusetts shall govern the construction and enforcement of the Lease. Each signatory signing this lease in a representative capacity, individually represents and warrants that he or she has authority to bind his or her principal.

**ARTICLE XXXVI
ADDITIONAL CONDITION**

The Landlord may terminate this lease if Danis Reading Realty Trust-Danis Reading LLC is not paid in full for all prior rent and CAM due it from The Wine Bunker and Peter Donovan under the May 28, 2010 lease, with payment to be made in full at the time when the APA transaction is consummated. If the Landlord so terminates this agreement, all payments made by the Tenant shall be refunded to the Tenant and there shall not be any further obligations between the Landlord and Tenant.

IN WITNESS WHEREOFF, the parties have set their hand on August 26, 2013.

TENANT: Kajal and Kevin, LLC

By Jasmin Patel
Jasmin Patel, as Manager

By G. v. P.
Gitaben Patel, as Manager

By Patel Virendra M.
Virendra Patek, as Manager

LANDLORD: Danis Reading Realty Trust

By [Signature] manager
as Trustee, not individually

PERSONAL GUARANTEES

In order to induce the LANDLORD to execute the within lease for the above-referenced premises, at the request of the undersigned, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Guarantors, the Guarantors hereby covenants and agrees, jointly and severally if more than one, to irrevocably and unconditionally guarantee to the LANDLORD, and the successors, and assigns of the LANDLORD, the punctual performance by the TENANT of all of the terms, conditions, covenants, obligations, and agreements of the TENANT to the LANDLORD, as set forth in said lease, to be performed or observed by the TENANT, including costs incurred by LANDLORD in collection and/or enforcement of the lease (including reasonable attorney's fees), demand and notice of default being hereby waived. The undersigned waives all surety-ship defenses and defenses in the nature thereof and assent to any and all extensions and postponements of the time of payment and all other indulgences and forbearances which may be granted from time to time to the TENANTS, it being agreed and understood that no delay or omission on the part of LANDLORD in exercising any right, or in requiring strict compliance with any obligation of TENANT or Guarantor,

5045

shall operate as a waiver of such right or obligation, or any such other right, as against TENANT or Guarantor.

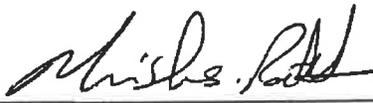
WITNESS the execution hereof under seal by the undersigned on the same day and year when the lease is signed.

The Undersigned represent and warrant that they are all of the owners-members of the Tenant.

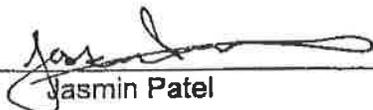
Personal Guaranty of:



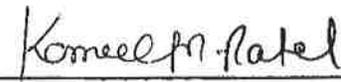
Ketulbhai Patel



Manish Patel:



Jasmin Patel

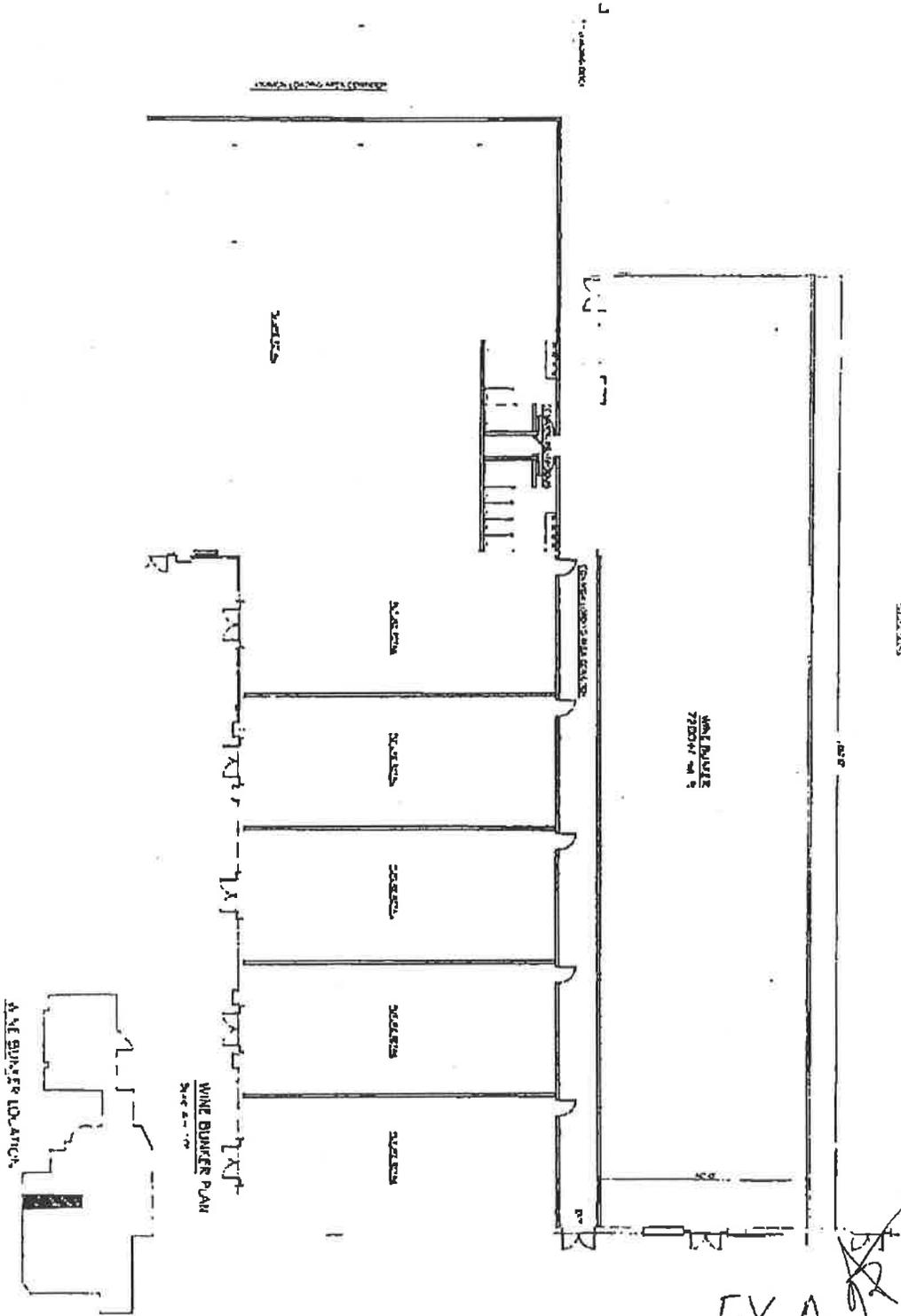


Komal Patel

EXHIBIT A

See Attached.

5047



EX.A

6/26/13 SCHEMATIC REVIEW DRAWING

1

128 Marketplace - Danis Reading LLC
One General Way, Reading Ma.

EGNATZ ASSOCIATES, INC. Architects
160 First Road, Boston, Massachusetts 02108 (978) 279-9199

WINE BUNKER
SCHEMATIC PLAN

Rev	Revisions
1	Issue for Review
2	Issue for Review
3	Issue for Review
4	Issue for Review
5	Issue for Review
6	Issue for Review
7	Issue for Review
8	Issue for Review
9	Issue for Review
10	Issue for Review

5048

EXHIBIT B

Provisions of Demoulas Super Markets Inc. Lease Relating to Other Tenants

See Attached.

EXHIBIT B

SECTION 9.2 Restrictions on Other Premises. Except as provided to the contrary below, the other premises in the Shopping Center may be used for any lawful retail purpose (except that 76,000 square feet, or so much as is required by applicable zoning or other governmental regulation, of the Shopping Center, may be used for light manufacturing, light assembly, and/or warehouse and/or storage purposes). However, in no event shall any part of other premises in the Shopping Center be used for any purpose or business which is noxious or offensive because of the emission of noise, smoke, dust or odors.

SECTION 9.2(a) For so long as the demised premises are used as a supermarket, Landlord will not lease, use, nor permit to be used, any other portions of the Shopping Center (other than the demised premises) as a supermarket, or grocery store, or superette or a convenience store, or for the sale of food intended to be consumed off the premises, such as, but not limited to, a delicatessen, meat, produce or fish store or department. The restriction on the sale of food for off-premises consumption shall not be applicable to takeout orders of prepared foods from restaurants which also serve food prepared on their premises for on-premises consumption. Further, notwithstanding the restriction on the sale of food for off premises consumption, other tenants, including, without limitation, drug stores or pharmacies, shall have the right to sell foods and nonalcoholic beverages as incidental to their primary business in an area which is the lesser of 5% of such tenant's sales area or 500 square feet, and further provided that such sales shall not include fresh or frozen meat, fish, poultry, produce, eggs or milk (except that milk in an area not to exceed one (1) cooler section; soda, juice, water, chilled drinks and other items which require refrigeration in not more than three (3) cooler sections; and 32 lineal feet for so-called "dry foods" may be sold by a full-service drug store or pharmacy). Further, any department store or discount store containing over 50,000 square feet shall have the right to use up to 2,000 square

11/22/06 DRRT Lease
3:00 p.m.

feet for the sale of snack foods and non-alcoholic beverages, but not for the sale of fresh or frozen meat, fish, poultry, produce, eggs or milk.

SECTION 9.2(b) Landlord and Tenant agree that no premises in the Shopping Center (including the demised premises) shall be used for the following prohibited uses:

"Prohibited Uses" shall mean any of the following uses:

1. Any use which emits or results in strong, unusual or offensive odors, fumes, dust or vapors, is a public or private nuisance, emits noise or sounds which are objectionable due to intermittence, beat, frequency, shrillness or loudness, creates a hazardous condition, or is used, in whole or in part, as or for warehousing or the dumping or disposing of garbage or refuse;
2. Any operation primarily used as a storage facility and any assembling, manufacturing, distilling, refining, smelting, agricultural, or mining operation (except that 76,000 square feet, or so much as is required by applicable zoning or other governmental regulation, of the Shopping Center, may be used for light manufacturing, light assembly, and/or warehouse and/or storage purposes);
3. Any "second hand" store, "surplus" store (except that this prohibition shall not be applicable to an antique store so long as such antique store is operated and merchandised in a manner consistent with a first-class shopping center);
4. Any mobile home park, trailer court, labor camp, junkyard, or stockyard;
5. Any dumping, disposing, incineration, or reduction of garbage (exclusive of trash compactors or trash containers located near the rear of any building);
6. Any "fire sale" (unless following an actual fire), bankruptcy sale (unless pursuant to a court order), auction house operation, fictitious going-out-of-business sale, lost-our-lease sale or similarly advertised event;
7. Any central laundry, dry cleaning plant, or laundromat (except that a dry cleaner that performs all dry cleaning outside the Shopping Center shall be permitted);
8. Any automobile, truck, trailer, boat, or recreational vehicle sales, leasing, display or body shop repair operation;
9. Any bowling alley or skating rink;
10. Any live performance theater, auditorium, meeting hall, sporting event, or other entertainment use;
11. Any living quarters, sleeping apartments, or lodging rooms;
12. Any veterinary hospital or animal raising or boarding facilities or any establishment selling pets or specializing in the sale of pet supplies (i.e. Petco)
13. Any mortuary or funeral home;
14. Any "Pornographic Use", which shall include, without limitation:
(x) a store displaying for sale or exhibition books, magazines or other publications containing any combination of photographs, drawings or sketches of a sexual nature, which are not primarily scientific or educational [provided, however, that the sale of books, magazines and other publications by a national bookstore of the type normally located in first-class shopping centers in the State in which the Shopping Center is located (such as, for example, Borders and Barnes & Noble, as said stores currently operate) shall not be deemed a "pornographic use" hereunder]; or
(y) a store offering for exhibition, sale or rental of any other medium capable of projecting, transmitting or reproducing, independently or in conjunction with another device, machine or equipment, an image or series of images, the content of which has been rated or advertised generally as NC-17 or "X" or unrated by the Motion Picture Rating Association, or any successor thereto [provided, however, that the sale or rental of such videos by a national video store of the type normally located in first-class shopping centers in the State in which the Shopping Center is located (such as, for example, Blockbuster or West Coast Video, as said stores currently operate) shall not be deemed a "pornographic use" hereunder]; or
massage parlor [except for therapeutic massages given in connection with the operation of a day spa or health

5C51

11/22/06 DRRT Lease
3:00 p.m.

club which may otherwise be permitted]; 15. Any so-called "head shop", or other establishment primarily selling or exhibiting drug-related paraphernalia; 16. Any bar, tavern, or other establishment selling alcoholic beverages for on-premises consumption (unless same is a part of a restaurant that is permitted hereunder); 17. Any catering or banquet hall; 18. Any flea market located within 300 lineal feet of the demised premises, amusement or video arcade, pool or billiard hall, night club, discotheque, or dance hall; 19. Any training or education facility, including but not limited to: beauty schools, barber colleges, reading rooms, places of instruction or other operations catering primarily to students or trainees rather than to customers; provided, however, this prohibition shall not be applicable to on-site employee training by an occupant incidental to the conduct of its business at the Shopping Center; 20. Any gambling facility or operation, including but not limited to: off-track or sports betting parlor; table games such as black-jack or poker; slot machines; video poker/black-jack/keno machines or similar devices; or bingo hall. Notwithstanding the foregoing, this prohibition shall not apply to governmental sponsored gambling activities, or charitable gambling activities, so long as such governmental and/or charitable activities are incidental to the business operation being conducted by the occupant; 21. Any unlawful use; 22. Any pawn shop, gun shop, or tattoo parlor; 23. Any church or other place of religious worship; 24. Any car wash, automobile repair shop, or any business servicing motor vehicles in any respect, including, without limitation, any quick lube oil change service, tire center or gasoline or service station or facility; 25. Any carnival, amusement park or circus; 26. Any medical clinics or medical offices located within 200 lineal feet of the demised premises; 27. Health spa, exercise facility or similar type of business within 300 lineal feet of the demised premises; 28. Any office use located within 200 lineal feet of the demised premises, other than: (x) office space used in connection with and ancillary to a permitted retail use hereunder; (y) business offices for Landlord and related entities; and (z) retail offices providing services commonly found in similar first-class shopping centers (for example, financial services, real estate brokerage, insurance agency, banking, travel agency) 29. Hotel/motel; 30. Daycare center; 31. Veterinary office; 32. Children's entertainment or activity facility such as "Discovery Zone", or "Chuck E Cheese's", except that a children's entertainment or activity facility may operate as an incidental activity in a retail establishment and is not located within 300 lineal feet of the demised premises; 33. Karate center; 34. Movie theater; or 35. Restaurant serving meals for on- or off- premises consumption, except that 1 restaurant shall be permitted of such size and type and in such location as shall not materially interfere with Tenant's supermarket business. Notwithstanding the above, all uses of tenants occupying the Shopping Center as of the date of this Lease, which uses are set forth on Exhibit I, shall be allowed uses at the Shopping Center until and unless such use is discontinued for a period in excess of one (1) year.

SECTION 9.2(c) For the purpose of this Article, (i) the "floor area" of any premises shall include the ground coverage of any "garden shop" or "outdoor selling area" (whether or not enclosed or covered) which is or may be used in the conduct of business by the occupant of such premises, and (ii) "selling space" shall be measured to the interior faces of adjoining walls and to the exterior lines of adjoining aisles.

SECTION 9.2(d) If any of the restrictions or prohibitions set forth in Section 9.2(a) shall be violated, Tenant shall be entitled to seek all remedies available to it, at law and in equity, because of such violation. If Tenant shall obtain any judgment against Landlord for damages because of any such violation, Tenant shall have the right to withhold sums from rent installments to the

5052

11/22/06 DRRT Lease
3:00 p.m.

extent authorized by a final court order, until such judgment is satisfied in full. Further, in the event that the Tenant gives Landlord notice of any such violation by any entity other than Landlord, unless Landlord determines in good faith that such a violation does not exist, Landlord shall promptly deliver notice to such violating entity and if the violation continues for more than 15 days after the giving of notice, Landlord shall within 10 days commence appropriate legal proceedings and continue vigorously to prosecute the same to enjoin and prohibit any such violation. If Landlord fails to commence or fails thereafter to vigorously prosecute the same, Tenant shall have the right to elect to conduct and prosecute such legal proceedings to enjoin or otherwise stop such violation in its own and/or Landlord's name and at Landlord's expense. Further, Tenant shall have the right to collect from Landlord any and all costs and expenses incurred in enforcing its rights hereunder, including attorney's fees, unless pursuant to a final Court Order it is determined that no such violation existed.



5053

EXHIBIT C

128 MARKETPLACE TENANT RULES AND REGULATIONS

1. Any construction or maintenance activity involving roof access must be completed by a contractor preapproved by Landlord, a list of pre-approved subcontractors by Landlord will be provided upon request. Tenant may submit subcontractors for approval.
2. Landlord requires 24 hour notice prior to any construction or maintenance activities. In the event of an emergency please contact Landlord immediately to coordinate.
3. No sub contractor or Tenant representative shall do any work for the Tenant that would cause a ladder or any other apparatus to be put against or on the façade of the building.
4. Set-up and take-down of all displays, exhibits and merchandise must be done while Shopping Center is closed and in conjunction with the rules specified by Landlord.
5. Absolutely NO SOLICITING
6. NO PETS are allowed in the center (whether in common area or in demised spaces), unless that pet it is needed for medical assistance.
7. Tenant shall not deface or modify any part of the Premises or Shopping Center, erect any advertising or promotional signs, affix signs or other material on the premises or in and around the Shopping Center without the Landlord's prior written consent. No banners, handmade or otherwise non-professional, will be allowed. NO HANDWRITTEN SIGNS, NO "GOING OUT OF BUSINESS OR "STORE CLOSING" SIGNS ARE ALLOWED.
8. All signs must be approved by Landlord and if necessary the Town of Reading in accordance with applicable regulations. It is the Tenant's responsibility to follow all Town regulations and any violations to the Landlord as a result of Tenant's actions will be the responsibility of the Tenant.
9. The Landlord has the right to designate Trash Dumpster locations and quantities of dumpsters allowed by Tenant.
10. Tenant agrees to maintain the physical appearance of the Premises in a neat, clean (including glass windows) and in good repair, to assure the professional appearance and conduct of its employees at all times.
11. Tenant shall not block or obstruct any of the entries, passages, sidewalks, doors or common areas of Shopping Center or parking facilities. All deliveries shall be received through the common loading areas. Each Tenant shall only utilize one loading bay at a time; the Landlord reserves the right to restrict times for loading access, no overnight vehicle parking (Tenant or employees) at the loading area or on the center unless approved by Landlord.

12. Landlord shall not be responsible for loss of stolen property, equipment, money or article taken from Leased Premises regardless of how or when loss occurs.
13. Tenant shall take all necessary measures to prevent odors from emanating from the Premises.
14. All boxes are to be broken down before being placed in dumpsters.
15. Any wet trash, including but not limited to food debris, shall be placed in plastic bags ties before being placed in trash.
16. The Tenant shall not cause any noise, vibration, electrical or magnetic interference, or any other nuisance to any other tenants or the Shopping Center.
17. Tenant shall report, as soon as practicable to the Landlord any theft, accident or unauthorized solicitation that has occurred in the demised premises of the shopping center.
18. In the event of any conflict between the terms of the lease and the "rules and regulations", the applicable provisions of the Lease shall control.
19. Tenant shall be responsible for the compliance with these rules and regulations by its employees, agents and customers.
20. Landlord reserves the right, without the approval of Tenant, to add new rules and regulations, and to waive, rescind, add to and amend any rules or regulations with respect to any Tenant or Tenants.



EXHIBIT D

DETAILED DESCRIPTION OF LANDLORD'S WORK

Landlord shall prepare plans and complete working drawings by a licensed Architect which shall be used for construction details. The Landlord will not commence construction until the Plans have been reviewed and approved by the Tenant.

Tenant shall provide information requested by Landlord no later than 5 business days from receipt of any request. Any delays as a result of Tenant response time will extend the construction schedule.

The Plans will show the Landlord's Work, to be constructed at landlord's expense, which shall include:

1. New entry way consisting of glass double door, sidelights, vestibule and parapet (similar to Tenant Wine Bunker).
2. The two window locations to the exterior
3. Provide and install men's and women's Common bathroom in hallway.
4. Furnish and install electrical service (200 amp) to demised premises with panel.
5. Furnish & install up to 10 standard electrical outlets, per tenants location plan. (NEED THIS FROM TENANT ASAP)
6. Furnish & install HVAC units for an exposed ceiling, to provide (1) ton of heating and cooling for every 350 s.f. of your space.
7. Furnish and install a fire sprinkler system for an exposed ceiling
8. Furnish and install Emergency lighting/fire safety equipment.
9. Furnish & install new perimeter walls with sound insulation, taped, sanded, and primed ready to receive your paint.
10. Furnish and install two walls for office 8' x 8'
11. Provide access for loading in rear of premises
12. Furnish and install Emergency lighting/fire safety equipment.
13. Exposed ceiling to remain as is and ready to receive your paint
14. Concrete Floor shall be delivered ready for finish flooring\
15. Telephone service connection to space (distribution by Tenant).

Optional items that can be included at an additional rate:

- Floor finishes per your specification
- Painting, per your specification
- Lighting per your specifications
- Ceiling / heating / cooling and door at Tenant Office

Notes:

1. The Occupancy Permit will be the responsibility of the Tenant including any additional drawings or information required for the permit.



ASSET PURCHASE AGREEMENT

This **ASSET PURCHASE AGREEMENT** is made this 18th day of July, 2013, by and among **KAJAL AND KEVIN LLC**, a Massachusetts limited liability company with its principal place of business at 27 Christopher Drive, Methuen, Massachusetts 01844 (the “**Buyer**”); **CW I, LTD.**, a Massachusetts corporation with its principal place of business at 16A Cummings Park, Woburn, Massachusetts 01801 (the “**Seller**”), **BRETT BARCLIFT**, of 5710 Stearns Hill Road, Waltham, Massachusetts 02451 (“**Barclift**”), **PETER J. DONOVAN**, of 35 Longmeadow Road, Arlington, Massachusetts 02474 (“**Donovan**”) and **JAMES DANAHY**, of 16 Alcott Street, Apt. 1, Allston, Massachusetts 02134 (“**Danahy**”, and collectively with Donovan and Barclift, the “**Shareholders**” and each individually a “**Shareholder**”).

WHEREAS, the Seller operates a specialty wine shop d/b/a “The Wine Bunker” in Reading, Massachusetts (the “**Business**”); and

WHEREAS, the Buyer desires to purchase and the Seller desires to sell and transfer to the Buyer the Business and substantially all of the assets owned or used by the Seller in the Business, upon the terms and conditions hereinafter set forth,

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth herein, the parties agree as follows:

**ARTICLE I.
PURCHASE AND SALE OF ASSETS**

1.1. Purchase of Assets. Subject to the terms, provisions and conditions set forth in this Agreement, the Seller agrees to sell, assign, transfer and convey to the Buyer, and the Buyer agrees to purchase, acquire and accept from the Seller, free and clear of all Encumbrances (as defined in Section 3.1(b)) all the Seller’s right, title and interest in and to all of the assets (other than the Excluded Assets) that are owned by the Seller and used or useful in the conduct of the Business (the “**Purchased Assets**”), including, without limitation, the following assets and properties:

(a) Certain, if any, of Seller’s merchandise inventory as it may exist on the Closing Date, to be determined by the Buyer at least two (2) Business Days prior to the Closing Date (“**Purchased Inventory**”). “**Business Day**” shall mean any Monday through Friday, except for federal and Massachusetts state holidays.;

5057

(b) All of Seller's trade fixtures, machinery, equipment, furniture and supplies as set forth on Schedule 1.1(b);

(c) All intellectual property used in the Business, including Seller's ownership of the name "The Wine Bunker";

(d) All business files, correspondence, documents, lists, studies and reports, including sales, advertising, promotional and marketing information and materials, customer lists and customer data, distributor information and lists, supplier information and lists, and equipment repair, maintenance, service and quality control records, whether written, electronically stored or otherwise recorded and, in each case, related directly or indirectly to the Purchased Assets or the Business (the "**Books and Records**");

(e) All goodwill associated with the Business;

(f) All telephone, fax and pager numbers and email addresses assigned to the Seller or used by the Business; and

(g) the Liquor License (as defined below).

1.2. Excluded Assets. The Seller shall retain all of the right, title and interest in and to all of the assets listed below (collectively, the "**Excluded Assets**");

(a) All minute books, stock records and corporate records of the Seller;

(b) All accounts receivable as of the Closing Date ("**Accounts Receivable**");

(c) All cash and cash equivalents;

(d) All rights to refunds from customers, suppliers and other parties, and all prepaid expenses and deposits, in each case, as related to the Business as of the Closing Date;

(e) Any inventory not purchased by the Buyer;

(f) Any return, declaration, report, claim or refund, or information return or statement (including any form, schedule or attachment thereto and any amendment or supplement thereof) relating to any federal, state, local; foreign, income or any other tax of any kind whatsoever, including any interest, penalty or addition thereto, whether disputed or not;

(g) Leases for Napa Technology WineStations, which leases shall be terminated or expire prior to Closing;

(h) All contracts of the Seller; and

(i) All insurance policies insuring the lives of any of the Seller's employees, officers or directors as of the date of this Agreement.

1.3. No Assumption of Liabilities. Buyer is not assuming any liabilities of the Seller including any liabilities that may arise with respect to Seller's employees unless this Agreement

contains specific provisions whereby Buyer assumes Seller's liabilities.

ARTICLE II. PURCHASE PRICE AND PAYMENT AT CLOSING

2.1. Consideration and Purchase Price of Purchased Assets.

(a) In consideration of the transfer of the Purchased Assets, in accordance with and subject to the terms and conditions hereof, the Buyer shall pay to the Seller the amount of Two Hundred and Sixty Thousand and 00/100 Dollars (\$260,000.00), *plus* the value of the Purchased Inventory, which value shall be equal to the price the Seller paid for the Purchased Inventory (the "**Purchase Price**").

2.2. Payment at Closing. Subject to the terms and conditions hereof, at the Closing, the Buyer shall pay by bank or certified check, the Purchase Price as follows:

(a) Buyer shall establish an escrow account (the "**Escrow Account**") with George A. Perry, Esq. (the "**Escrow Agent**") and shall deposit \$10,000 (the "**Escrow Amount**") in such Escrow Account at Closing. The Escrow Amount shall be disbursed in accordance with Escrow Agreement by and among the Seller, the Buyer and the Escrow Agent substantially in the form attached hereto as Exhibit A.

(b) At the Closing, the Payoff Amount (as defined in Section 4.2(g)) shall be paid to Leader Bank, N.A. (the "**Bank**").

(c) At the Closing, broker's fees of \$20,800 shall be paid to Squizzero & Associates, LLC (the "**Broker**").

(d) The Buyer shall pay the remainder of the Purchase Price to the Seller on behalf of itself and the Shareholders subject to the following: At the closing Seller shall deliver to Buyer a list of any remaining accounts payable of the Business, and all such accounts, including amounts due to Danis Reading Realty Trust shall be deducted from Seller's closing proceeds and paid.

(e) No less than three (3) Business Days before the Closing, the Seller shall provide the Buyer with a closing certificate specifying the proposed amount of each component of the Purchase Price identified in this Section 2.2 prepared in good faith, and prior to closing, Buyer and Seller shall agree on the allocation of the Purchase Price as required by the Internal Revenue Service.

2.3. Deposit.

(a) The Buyer, the Seller and the Shareholders acknowledge that the Buyer previously delivered \$5,000 (the "**Initial Deposit**") to the Broker to demonstrate the Buyer's commitment to the transactions contemplated by this Agreement (the "**Transactions**").

(b) On or before the third (3rd) Business Day following the execution and delivery of this Agreement, the Buyer shall deliver, or cause to be delivered, to the Broker an

additional sum of \$11,000 (such amount, together with the Initial Deposit and all interest and other income earned thereon, the “**Deposit**”), which amount shall be held and disbursed by the Broker to the Seller at the Closing pursuant to the terms and conditions of this Agreement. The Seller and the Shareholder acknowledge that the Deposit shall be returned to the Buyer by the Broker if the Closing does not occur.

2.4. Allocation of Purchase Price. The Purchase Price shall be allocated among the assets comprising the Purchased Assets as set forth in Bill of Sale to be delivered at the Closing. Buyer and Seller agree that any such allocation is consistent with the requirements of Code §1060 and to complete and file Internal Revenue Service Form 8594, or a successor form, and any amendments thereto, as and when required by applicable law.

ARTICLE III. REPRESENTATIONS AND WARRANTIES; COVENANTS

3.1. Representations and Warranties of the Seller and the Shareholders. Each of the Seller and the Shareholder represent and warrant to Buyer:

(a) Organization and Authority. The Seller is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts. Buyer has full corporate power and authority to execute and deliver this Agreement and each other Transaction Document to which it is a party and to perform its obligations hereunder and thereunder. The execution and delivery by Seller of each Transaction Document to which Seller is a party and the performance by Seller of the Transactions have been duly approved by all requisite corporate action of Seller. Upon the execution and delivery by Seller of each Transaction Document to which the Seller is a party, such Transaction Document shall constitute the valid and legally binding obligation of Seller, enforceable against Seller in accordance with the terms of such Transaction Document, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors’ rights generally.

(b) Title to Assets. The Seller has good and marketable title to all of the Purchased Assets to be sold and transferred by the Seller to the Buyer hereunder, and, except for the security interest in the Purchased Assets by the Bank, which security interest will be released at Closing pursuant to the payment to the Bank of the Payoff Amount pursuant to Section 4.2(g), all such assets are free of any mortgages, pledges, liens, restrictions, security interests and encumbrances (“**Encumbrances**”). The Seller is the sole owner of all the Purchased Assets used in the operation of the Business and neither any Shareholder nor any other person, firm or corporation have any interest or rights in respect of the Purchased Assets.

(c) Authority. The Seller and the Shareholders have full power to sell and transfer the Purchased Assets to the Buyer pursuant to the terms of this Agreement.

(d) No Conflict. Neither the execution and delivery of this Agreement nor the performance of the transactions contemplated hereby shall, directly or indirectly, with or without notice or lapse of time: (i) violate any law to which the Seller or the Shareholders or any Purchased Asset is subject; (ii) violate the Certificate of Incorporation or Bylaws of the Seller; (iii) violate, conflict with, result in a breach of, constitute a default under, result in the

acceleration of or give any person the right to accelerate the maturity or performance of, or to cancel, terminate, modify or exercise any remedy under, any Purchased Contracts or any contract to which a Purchased Asset is subject; (iv) result in the imposition of any Encumbrance upon any Purchased Asset or (v) conflict with or result in a breach or violation of any of the terms of any agreement, instrument, judgment, order or decree to which Seller or the Shareholders are a party or by which Seller or the Shareholders are bound or constitute a default thereunder.

(e) Labor. There are no employment or union contracts or agreements between Seller and any of its employees.

(f) Authorization. The execution and delivery of this Agreement by Seller, and the performance by Seller of the transactions contemplated herein, have been duly authorized by the Board of Directors and the Shareholders and will be binding upon Seller and the Shareholders in accordance with its terms.

(g) Taxes. The Seller has duly prepared and filed all required federal and state income, Social Security, withholding, sales and unemployment tax returns, and all taxes in respect of said returns have been paid and to the knowledge of either the Seller or the Shareholders, no federal, state or other lien has been filed or threatened in writing against or in respect of the Purchased Assets.

(h) Litigation. Except as set forth on Schedule 3.1(i), there is no proceeding pending, or the knowledge of the Seller or the Shareholders, threatened in writing or anticipated against either the Seller or the Shareholders related to or affecting the Purchased Assets or the Business. Except as set forth on Schedule 3.1(i), neither the Seller nor the Shareholders are aware of any basis for any such proceeding.

(i) Compliance with Laws; Permits. The Seller is in material compliance with all local, state and federal laws, rules and regulations. All permits, licenses, franchises, approvals, authorizations, registrations, certificates, variances and similar rights obtained, or required to be obtained, from governmental authority ("**Permits**") required for Seller to conduct the Business as currently conducted or for the ownership and use of the Purchased Assets have been obtained by Seller and are valid and in full force and effect. All fees and charges with respect to such Permits as of the date hereof have been paid in full. No event has occurred that, with or without notice or lapse of time or both, would reasonably be expected to result in the revocation, suspension, lapse or limitation of any Permit.

(j) Environmental Matters.

(i) Compliance and Permits. To Seller's and Shareholders' actual knowledge, Seller is and has been in material compliance with all applicable laws relating to the environment, health or safety, including any law relating to the presence, use, production, generation, handling, management, transportation, treatment, storage, disposal, distribution, labeling, testing, processing, discharge, release, threatened release, control or cleanup of any material, substance or waste limited or regulated by any governmental body (collectively, "**Environmental Laws**") and, to the knowledge of the Seller and the Shareholders, there are no circumstances that may prevent or interfere with substantial compliance in the future.

Compliance includes possession of, and compliance with, all required permits and other governmental authorizations. The Seller is not party to any consent decree, consent order, or other agreement under any Environmental Law.

(ii) *Notices.* Seller has not received any written communication, whether from a governmental body, citizens group, employee, or otherwise, that alleges (1) that Seller is not or was not in substantial compliance with an Environmental Law, or (2) that Seller is or was potentially responsible for any investigation or cleanup of hazardous substances at the location of its principal place of business or any adjacent property.

(iii) *Liability.* With respect to the Purchased Assets, to Seller's and Shareholders' knowledge, there is no: (1) environmental liability existing, pending, or threatened in writing, or (2) event, circumstance or condition that could form the basis for any environmental liability, including, but not limited to, the release, discharge or disposal of a hazardous substance at any location or site. Seller has not received any written notice that alleges that Seller's Business located at its principal place of business as currently conducted constitutes a nuisance, and no claim of nuisance has been made with respect to the Business by any adjoining landowner or other party.

(k) *Premises.* The Seller has not been informed in writing by any governmental authority of any contemplated demand or taking with respect to the use of the Business premises.

(l) Condition of Assets. The Purchased Assets are in good condition and are adequate for the uses to which they are being put, and none of such Purchased Assets are in need of maintenance or repairs except for ordinary, routine maintenance and repairs that are not material in nature or cost.

3.2. Representations and Warranties of the Buyer. The Buyer hereby represents and warrants to the Seller as follows:

(a) Organization and Authority. Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts. Buyer has full limited liability company power and authority to execute and deliver this Agreement and each other Transaction Document to which it is a party and to perform its obligations hereunder and thereunder. The execution and delivery by Buyer of each Transaction Document to which Buyer is a party and the performance by Buyer of the Transactions have been duly approved by all requisite limited liability company action of Buyer. Upon the execution and delivery by Buyer of each Transaction Document to which Buyer is a party, such Transaction Document shall constitute the valid and legally binding obligation of Buyer, enforceable against Buyer in accordance with the terms of such Transaction Document, subject to applicable bankruptcy, insolvency, reorganization, moratorium and similar laws affecting creditors' rights generally.

(b) No Conflicts. Neither the execution and delivery of this Agreement nor the performance of the Transactions shall, directly or indirectly, with or without notice or lapse

of time: (i) violate any law to which Buyer is subject; (ii) violate any the Certificate of Formation or Operating Agreement of Buyer; or (iii) violate, conflict with, result in a breach of, constitute a default under, result in the acceleration of or give any Person the right to accelerate the maturity or performance of, or to cancel, terminate, modify or exercise any remedy under, any Contract to which Buyer is a party or by which Buyer is bound or the performance of which is guaranteed by Buyer. Buyer is not required to notify, make any filing with, or obtain any consent of any Person in order to perform the Transactions.

(c) Litigation or Court Orders. There is no outstanding order, judgment, injunction, award or decree of any court, governmental or regulatory body or arbitration tribunal against the Buyer and there is no action, suit, claim, arbitration, investigation or other legal proceeding actually filed and served on the Buyer enjoining or prohibiting or seeking to enjoin or prohibit the transactions contemplated hereby, or which would impair the Buyer's ability to consummate the transactions contemplated hereby.

3.3. Covenants.

(a) Conduct of Business. Between the date of this Agreement and the Closing Date, the Seller shall maintain its inventory at normal historical business levels and the Seller shall conduct its business only in the ordinary course. The Seller shall use reasonable best efforts to preserve the goodwill of the business and its customers. Seller shall not remove, sell, transfer, lease or assign any of its assets, except merchandise inventory in the ordinary course of business, without the prior written consent of the Buyer. Notwithstanding the foregoing, the Seller shall not be obligated to purchase any additional inventory and Barclift shall no longer be actively involved with the operation of the Business on July 31, 2013 and shall have no obligations under this Section 3.3(a) after July 31, 2013.

(b) Liquor License. As promptly as practicable after the execution and delivery of this Agreement, the Buyer and the Seller shall take whatever actions are necessary or appropriate in order to prepare, file or diligently pursue all authorizations, consents, licenses and approvals required in connection with the approval for the Buyer to obtain a package store license from the Massachusetts Alcoholic Beverages Control Commission (the "Liquor License"). The Seller shall cooperate with the Buyer as necessary in the preparation of this application. The Buyer shall use commercially reasonable efforts to diligently pursue and to obtain the Liquor License as expeditiously as possible.

(c) Lease. As promptly as practicable after the execution and delivery of this Agreement, the Buyer and Donovan shall take whatever actions are necessary or appropriate in order to obtain from the lessor of the premises used by the Business a lease (the "Lease") with conditions acceptable to Buyer regarding the Lease's term, rent and starting date, renovations of Business premises and signage. Donovan shall cooperate with the Buyer as necessary in the attaining the Lease. The Buyer shall use commercially reasonable efforts to diligently pursue and to obtain the Lease as expeditiously as possible.

(d) Transition Services. For a period of up to thirty (30) days following the Closing Date, and for a maximum of ten (10) hours during such thirty (30) day period, each of the Shareholders and Barclift, upon the reasonable request of the Buyer, shall cooperate in good faith to

provide transition services to the Buyer with respect to current business operations, information regarding all vendors of the Business as of the Closing Date, the transition of telephone, electronic mail and other information technology utilized in conduct of the Business, and to provide introductions, as available, to vendors and customers, *provided, however*, that the Shareholders shall not be required to incur any out-of-pocket expense.

(e) Non-Competition Each of the parties acknowledge and agree that this Section 3.3(e) is entered into by the parties in connection with and as a necessary condition to the parties entering into this Agreement and the transactions contemplated hereby.

(i) During the period commencing on the Closing Date and ending on the fifth (5th) anniversary of the Closing Date (the “**Non-Compete Period**”), neither the Seller nor any Shareholder shall, directly or indirectly, own any interest in, manage, control, consult with, contribute to, render services to, engage in, participate in, assist or otherwise further the interests of any Person that competes, directly or indirectly, with the Business in the Restricted Territory (“**Competitor**”); provided, however, neither Donovan’s ownership and operation of Corporate Wines in Woburn, Massachusetts nor Barclift’s non-ownership, ordinary course employment by a Competitor shall be subject to this Section 3.3(e).

(ii) The “Restricted Territory” means a five (5) mile radius around the location of the Business at 128 Market Place Shopping Center, One General Way, Reading, MA 01867.

(iii) During the Non-Compete Period, the Seller and the Shareholders each agree that they shall not, directly or indirectly contact, approach or solicit for the purpose of offering employment to or hiring (whether any employee, consultant, agent, independent contractor or otherwise) or hire any employee of Buyer.

(iv) The Seller and the Shareholders each acknowledge that the time, scope and other provisions of this Section 3.3(e) have been specifically negotiated by sophisticated parties and agree that (i) all such provisions are reasonable under the circumstances of the transactions contemplated by this Agreement, (ii) all such provisions are given as an integral and essential part of the transactions contemplated by this Agreement and (iii) but for the covenants of the Seller and the Shareholders contained in this Section 3.3(e), Buyer would not have entered into or consummated the transactions contemplated by this Agreement.

(v) It is specifically understood and agreed that any breach of the provisions of this Section 3.3(e) by the Seller or any Shareholder shall result in irreparable injury to Buyer, that the remedy at law alone shall be an inadequate remedy for such breach and that, in addition to any other remedy it may have, Buyer shall be entitled to seek to enforce specific performance of this Section 3.3(e) against the Seller or any Shareholder, as applicable, through both temporary and permanent injunctive relief, but without limitation of its right to damages and any and all other remedies available to it, it being understood that injunctive relief is in addition to, and not in lieu of, such other remedies. Notwithstanding the foregoing, Buyer shall give the Seller and each of the Shareholders at least five (5) Business Days prior written notice describing any breach before commencing any proceeding to enforce specific performance of this Section 3.3(e). In the event that any covenant contained in this Section 3.3(e) shall be determined by a court of competent jurisdiction to be unenforceable by reason of its extending

for too great a period of time or over too great a geographical area or by reason of its being too extensive in any other respect, it shall be interpreted to extend only over the maximum period of time for which it may be enforceable and/or over the maximum geographical areas as to which it may be enforceable and/or to the maximum extent in all other respects as to which it may be enforceable, all as determined by such court in such action.

(f) Receivables. From and after the Closing, if Seller receives or collects any funds relating to any Purchased Asset, Seller shall remit such funds to Buyer within five (5) Business Days after its receipt thereof. From and after the Closing, if Buyer receives or collects any funds relating to any Excluded Asset, including Accounts Receivable, Buyer shall remit any such funds to Seller within five (5) Business Days after its receipt thereof. In the event Buyer receives payments from customers who owe payment to both Buyer and Seller, any such payments will be applied first to amounts owed to Buyer.

ARTICLE IV. CLOSING; CONDITIONS TO CLOSING

4.1. Closing. Subject to the terms and conditions of this Agreement, the closing (the “Closing”) of the Transactions shall take place on the second (2nd) Business Day after all of the conditions to Closing set forth in Section 4.2 and Section 4.3 are either satisfied or waived (other than conditions that, by their nature, are to be satisfied on the Closing Date) or at such other time, date or place as the Seller and the Buyer may mutually agree upon in writing (the “Closing Date”). The parties shall make a diligent effort to effectuate the Closing by September 30, 2013. The sale, assignment, transfer and conveyance to Buyer of the Purchased Assets and the assumption by the Buyer of the Assumed Liabilities shall be deemed effective as of 12:01 a.m. local time on the Closing Date.

4.2. Conditions to Obligations of the Buyer. The obligations of the Buyer to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or the Buyer’s waiver, at or prior to the Closing, of each of the following conditions:

(a) The Seller shall have delivered to the Buyer the Bill of Sale in the form substantially attached hereto as Exhibit B;

(b) The Seller shall have delivered a duly executed certificate of the Secretary of the Seller, certifying that attached thereto is a true, correct and complete copy of: (i) the organizational documents of the Seller, (ii) written authorization (pursuant to applicable law and Seller’s organizational documents) of the performance of the Transactions and the execution and delivery of this Agreement, (iii) a certificate of good standing as of a recent date from the Secretary of the Commonwealth of the Commonwealth of Massachusetts, and (iv) the incumbency and specimen signatures of officers or other authorized persons of the Seller executing this Agreement.

(c) The Seller shall have delivered the closing certificate specified in Section 2.2(e).

(d) Donovan shall have paid all amounts due to the Landlord pursuant to the

Donovan Lease and the Landlord shall have provided written confirmation to the Buyer of such payment by Donovan;

(e) The Buyer shall have successfully negotiated the Lease;

(f) The Buyer shall have obtained the Liquor License;

(g) The Seller shall have obtained a payoff letter from the Bank pursuant to which the Bank shall, upon payment in full of the amount stated therein (the “Payoff Amount”), file a termination statement of UCC filing number 201191610940, which financing statement was filed with the Massachusetts Secretary of the Commonwealth on November 7, 2011; and

(h) The Seller have shall delivered to the Buyer a Certificate of Good Standing and Waiver of Tax Lien from the Commonwealth of Massachusetts Department of Revenue with respect to the Seller.

4.3. Conditions to Obligations of the Seller. The obligations of the Seller to consummate the transactions contemplated by this Agreement shall be subject to the fulfillment or the Seller’s waiver, at or prior to the Closing, of each of the following conditions:

(a) Buyer shall have delivered a duly executed certificate of the Secretary of the Buyer, certifying that attached thereto is a true, correct and complete copy of: (i) the organizational documents of the Buyer, (ii) written authorization (pursuant to applicable law and Buyer’s organizational documents) of the performance of the Transactions and the execution and delivery of this Agreement, (iii) a certificate of good standing as of a recent date from the Secretary of the Commonwealth of the Commonwealth of Massachusetts, and (iv) the incumbency and specimen signatures of officers or other authorized persons of the Seller executing this Agreement; and

(b) the Buyer shall deliver the Purchase Price pursuant to Section 2.2, and shall cause the Broker to deliver the Deposit, to the Seller as set forth in Section 2.3.

ARTICLE V. INDEMNIFICATION

5.1. Survival. The representations and warranties of the Seller and the Shareholders set forth in Sections 3.1(a) (Organization and Authority), 3.1(b) (Title to Assets), 3.1(c) (Authority), 3.1(d) (No Conflict), 3.1(f) (Authorization); 3.1(g) (Taxes); 3.1(j) (Environmental Matters) and the representations and warranties of the Buyer set forth in Sections 3.2(a) (Organization and Authority) and 3.2(b) (No Conflicts) (collectively, the “**Fundamental Representations**”) shall survive the Closing until the expiration of any applicable statute of limitations. Other than the Fundamental Representations, the representations and warranties of the parties hereto shall survive the Closing until eighteen (18) months after the Closing Date, *provided, however*, the applicable party shall be liable for any loss, liability expense and/or damage sustained in an action or claim that is commenced, or of which such party is notified in writing of the likelihood of commencement, prior to the date that is eighteen (18) months from the Closing Date even though the final determination of loss is not determined until after that

date. The covenants of the parties set forth in Section 3.3 shall survive the Closing in accordance with their terms.

5.2. Indemnification by the Seller and the Shareholders. The Seller and each Shareholder agree to indemnify and hold Buyer harmless from and against any loss, liability, expense and/or damage sustained in any action commenced or claim made as a result of the failure of Seller to pay and discharge as and when due, any debt (other than any debt assumed by Buyer), tax, obligation or liability of Seller or Shareholders, or resulting from any misrepresentation breach of warranty or non-fulfillment of any obligation on the part of Seller or Shareholders under this Agreement. Seller and Seller's Shareholders Brett Barclift's and James Danahy's maximum aggregate liability with respect to the matters described in this Section 5.2 shall be limited to an amount equal to the 10% of the Purchase Price, and Shareholder Peter J. Donovan's maximum liability with respect to the matters described in this Section 5.2 shall not be limited.

5.3. Indemnification by the Buyer. Buyer agrees to indemnify and hold Seller and each Shareholder harmless against any loss liability and/or damage sustained, including reasonable attorney fees in any action commenced, or levy made by a third party as a result of the failure of the Buyer to pay and discharge as and when due any debt, tax obligation or liability of the Seller assumed by the Buyer hereunder or resulting from any misrepresentations, breach of warranty or non-fulfillment of any obligation or liability of Buyer under this Agreement. Buyer's maximum aggregate liability with respect to the matters described in this Section 5.3 shall be limited to an amount equal to the Deposit.

ARTICLE VI. TERMINATION

6.1. Termination. This Agreement may be terminated at any time prior to the Closing:

- (a) by the mutual written consent of Seller and Buyer;
- (b) by Buyer by written notice to Seller if:

(i) Buyer is not then in material breach of any provision of this Agreement and there has been a material breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Seller pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article IV and such breach, inaccuracy or failure cannot be cured by Seller by November 1, 2013 (the "**Drop Dead Date**"); or

(ii) any of the conditions set forth in Section 4.2 shall not have been fulfilled by the Drop Dead Date, unless such failure shall be due to the failure of Buyer to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing.

- (c) by Seller by written notice to Buyer if:

(i) Seller is not then in material breach of any provision of this Agreement and there has been a material breach, inaccuracy in or failure to perform any representation, warranty, covenant or agreement made by Buyer pursuant to this Agreement that would give rise to the failure of any of the conditions specified in Article IV and such breach, inaccuracy or failure cannot be cured by Buyer by the Drop Dead Date; or

(ii) any of the conditions set forth in Section 4.3 shall not have been fulfilled by the Drop Dead Date, unless such failure shall be due to the failure of Seller to perform or comply with any of the covenants, agreements or conditions hereof to be performed or complied with by it prior to the Closing or unless Buyer is continuing to make a reasonable effort to negotiate the Lease and obtain the Liquor License and such obligations have not been completed.

6.2. Termination Fee.

(a) If the Seller terminates this Agreement pursuant to Section 6.1(c), the parties agree that the Seller shall have suffered a loss and value to the Business of an incalculable nature and amount, unrecoverable in law, and the Buyer shall pay to the Seller a fee in the amount of the Deposit (the "**Termination Fee**"), it being understood that in no event shall the Buyer be required to pay the Termination Fee on more than one occasion. The Termination Fee shall be payable no later than ten (10) Business Days after such termination.

(b) Notwithstanding anything to the contrary in this Agreement, the Seller's right to receive payment of the Termination Fee pursuant to this Section 6.2, shall be the sole and exclusive remedy of the Seller against the Buyer for any and all losses that may be suffered based upon, resulting from or arising out of the circumstances that give rise to such termination. Upon payment of the Termination Fee, the buyer shall have no further liability or obligation relating to or arising out of this Agreement or the Transactions.

6.3. Effect of Termination. In the event of the termination of this Agreement in accordance with this Article, this Agreement shall forthwith become void and there shall be no liability on the part of any party hereto except:

- (a) As set forth in this Article VI and Article VII hereof; and
- (b) That nothing herein shall relieve any party hereto from liability for any intentional breach of any provision hereof.

ARTICLE VII. MISCELLANEOUS

7.1. Expenses. The Seller, each Shareholder and Buyer each shall, whether or not the transactions contemplated by this Agreement are consummated, pay their own respective legal fees and other expenses incurred in connection with the proposed transaction.

7.2. Brokers. Except for Squizzero & Associates, LLC, whose fees of \$20,800 shall be paid by the Seller, each party represents and warrants to the other that there is no broker or finder retained by such party in connection with the transaction contemplated by this

Agreement. Each party agrees to indemnify and hold the other harmless from and against all liabilities or claims (including, without limitation, cost of attorneys' fees in connection therewith) which may be asserted against the other by reason of a claim for compensation by any person, firm or corporation introduced by the indemnifying party in connection with the transactions contemplated hereunder.

7.3. Further Assurances. Each party shall from time to time at the request of any other party hereto, and without further consideration, execute and deliver to such other party such further documents and instruments of assignment, transfer, conveyance and confirmation, and take such other action as such party may reasonably request, to effectuate the purposes of this Agreement.

7.4. No Waiver. Failure to insist upon strict compliance with any of the terms and conditions of this Agreement shall not be deemed a waiver of such terms and conditions, nor shall any waiver or relinquishment of any right or power at any other time or times, absent written notice to such effect delivered by the appropriate party to the other party or parties.

7.5. Severability. If any provision of this Agreement, or the application thereof to any person or circumstance, shall, for any reason and to any extent, be invalid or unenforceable but the extent of the invalidity or unenforceability does not destroy the basis of the bargain among the parties as contained herein, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

7.6. Notices. All notices, requests, demands and other communications hereunder shall be deemed to have been duly given if in writing and sent by certified or registered mail, postage pre-paid, to the appropriate address indicated below or such other address as may be given in a notice sent to all parties hereto:

If to Seller or Donovan:

CW I, Ltd.
16A Cummings Park
Woburn, MA
Fax: (781) 933-9465
Phone: (781) 572-6153
Attn: Brett Barclift, President
Peter J. Donovan

With a copy to (which shall not constitute notice):

Murtha Cullina LLP
99 High Street
20th Floor
Boston, MA 02110
Fax: (617) 482-3868
Phone: (617) 457-4078
Attn: Michael P. Connolly, Esq.

If to Barclift:

5710 Stearns Hill Road
Waltham, MA 02451
Fax: []
Phone: []
Attn: Brett Barclift

With a copy to (which shall not constitute notice):

Murtha Cullina LLP
99 High Street
20th Floor
Boston, MA 02110
Fax: (617) 482-3868

5068

require. In interpreting and enforcing this Agreement, each representation and warranty shall be given independent significance of fact and shall not be deemed superseded or modified by any other such representation or warranty. As used in this Agreement, the phrase "to the knowledge of Seller" or any similar phrase shall mean the actual knowledge and the knowledge that would be expected to be obtained after due inquiry concerning the matter at issue of the Shareholder.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have signed this Asset Purchase Agreement as of the date first above written.

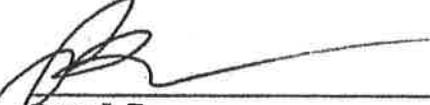
SELLER:

CW I, LTD.

By: 
Brett Barclift, President

SHAREHOLDERS:


Brett Barclift


Peter J. Donovan


James Danahy

BUYER:

KAJAL AND KEVIN LLC

By: 
Jasmin Patel, Manager

Schedule 1.1(b)

Fixtures, Machinery, Equipment, Furniture and Supplies

Black Wall Shelving - 14 Sections
Large Wooden Wine Boat - 3
Spiral Wooden Wine Rack - 1
Wooden End Cap Wine Rack - 28
Tall Wooden Wall Rack - 2
Stand Alone Metal Racks - 2
Wine Display Barrels - 2
Wine Display Half Barrels - 3
Wooden Bookcase Beer Display - 1
POS system with two computers
Three Door Refridgerator - 1
Two Door Refridgerator - 1
One desk
One four draw vertical file cabinet

Schedule 3.1(i)

Litigation

1. The premises upon which the Business operates are leased pursuant to a Lease by and between Donovan d/b/a Wine Bunker and Danis Reading LLC (the "**Landlord**") dated February 2012 (the "**Donovan Lease**"). Neither the Seller nor Barclift are party to the Donovan Lease. The Landlord sent Donovan a Notice to Quit/Notice of Termination of Commercial Lease on May 7, 2013 demanding payment of rent arrearage in the amount of \$35,676.12 and payment of \$6,334.74 for common area maintenance.

5073

EXHIBIT A

Escrow Agreement

CW I, LTD. ("SELLER")
16A Cummings Park, Woburn, MA 01801

Kajal and Kevin LLC ("BUYER")
27 Christopher Drive, Methuen, MA 01844

The Wine Bunker ("BUSINESS")
128 Market Place Shopping Center, One General Way, Reading, MA 01867

George A. Perry, Esq. ("ESCROW AGENT")
Wellesley Office Park, 80 William Street, Suite 200, Wellesley, MA 02481-3705

WHEREAS,

1. The Seller is selling the Business to the Buyer.
2. The closing for the Business is taking place on this date.
3. The Buyer and Seller have requested that the Escrow Agent hold funds in escrow to pay any claims of creditors of the Business arising prior to this date.

THEREFORE,

- A. The Buyer and Seller agree that the Escrow Agent shall hold funds ("Escrow Funds") from the closing in the amount of \$10,000.00.

- B.
 1. If, during the escrow period the Buyer receives any written claim for payment from creditors of the Business based upon Seller's operation of the Business, Buyer shall present such claim to Seller with a copy to the Escrow Agent. The Escrow Period shall be forty-five (45) days in length beginning on this date. On or before the last day of the Escrow Period, Buyer and Seller shall deliver to the Escrow Agent instructions with respect to the payment of any such claims. If the Buyer and Seller agree upon payment of such claims, the Escrow Agent shall disburse the Escrow Funds to pay such claims, and pay any remaining balance to the Seller.

 2. If the Seller disputes any such claims, the Escrow Agent shall continue to hold funds sufficient to pay such disputed claims (or the balance of the Escrow Funds, if the amount held in escrow is insufficient to pay such claims in full) pending receipt of
 - a) instructions mutually given by Buyer and Seller or
 - b) the judgment of a court of law which has ruled upon such claim.

5074

ESCROW AGREEMENT - continued

- C. The acceptance by the Escrow Agent of its duties as such under this Escrow Agreement is subject to the following terms and conditions, which all parties to this Escrow Agreement hereby agree shall govern and control with respect to the rights, duties, liabilities and immunities of the Escrow Agent:
- i) The Escrow Agent is not a party to nor bound by, any agreement arising out of the foregoing instructions, other than as expressly set forth.
 - ii) The Escrow Agent shall be protected in acting upon any written notice or any other paper which the Escrow Agent believes in good faith to be genuine and what it purports to be.
 - iii) The Escrow Agent shall not be liable for any error of judgment or for any mistake or for anything which it may do or refrain from doing in connection with this Agreement, except its own negligence or misconduct.
 - iv) The Escrow Agent may consult with and obtain the advice from legal counsel in the event of any dispute or question as to the construction of any of the provisions of this Agreement or its duties under this Agreement. The Escrow Agent shall incur no liability and shall be fully protected in acting in good faith in accordance with the opinion and instructions of such counsel.
 - v) Buyer and Seller, jointly and severally agree to indemnify and hold Escrow Agent harmless from and against any losses, claims or expenses incurred by reason of Escrow Agent's performance under this Agreement or arising out of breach of any representation by any party regarding transfer of the Business.

Executed under seal this _____ day of _____, 2013.

Buyer _____

Seller _____

Escrow Agent _____

EXHIBIT B

Bill Of Sale

1. CW I, LTD., 16A Cummings Park, Woburn, MA 01801 is the seller ("Seller").
2. Kajal and Kevin LLC, 27 Christopher Drive, Methuen, MA 01844 is the buyer ("Buyer").
3. The Seller hereby sells to the Buyer substantially all the assets of The Wine Bunker (the "Business") located at 128 Market Place Shopping Center, One General Way, Reading, MA 01867, including:
 - a. the equipment, furniture and fixtures listed on the attached Exhibit A,
 - b. all supplies of the Business,
 - c. the inventory of the Business selected by the Buyer,
 - d. the right to use the trade name "The Wine Bunker",
 - e. the customer list and vendor list of the Business,
 - f. the liquor license of the Business,
 - g. the telephone numbers of the Business,
 - h. all good will of the Business.
4. The Seller shall retain the following assets which are excluded from this sale:
 - a. all of Seller's Business bank accounts and cash on hand,
 - b. all of Seller's prepaid fees and deposits for utility services, insurance, licenses and other such fees and deposits,
 - c. all inventory of the Business not selected by Buyer.
5. Consideration for this sale is \$260,000.00, plus the cost of inventory in the amount of \$_____. Seller acknowledges that Buyer has paid Seller in full.
6. The purchase price is allocated as follows:

a. equipment, furniture and fixtures	\$ _____
b. inventory	_____
c. covenant not to compete	_____
d. good will	_____
e. (other)	_____
Total	\$ _____
7. The Seller warrants that
 - a. Seller is the lawful owner of all assets of the Business, free and clear of all liens, security agreements, encumbrances, claims, demands and charges of every kind.
 - b. Seller will defend title to the Business on behalf of Buyer against every person claiming the Business or any part of it.

BILL OF SALE - continued

- a. Seller will remain liable for payment of any taxes and any other obligations owed by the Seller pursuant to Seller's operation of the Business.

SELLER: CW I, LTD.

SEEN AND AGREED TO:

BUYER: Kajal and Kevin LLC

by _____
Brett Barclift, President

by _____
Jasmin Patel, Manager

Peter Donovan hereby releases to the Buyer any ownership interest in the Business he may have.

Date: _____, 2013