



paid in rent and to improve the leased premises for its business. The parties entered into the Lease in March 2023 with Sound Logic intending to operate the leased premises as a nightclub. Attached as an exhibit to the Lease and incorporated into it by reference, Sound Logic and an entity related to Partners, Defendant Russian Benevolent Society, Inc. (“RBSI”), simultaneously executed a *Liquor License Operating Agreement* (“Liquor License Agreement”) so that Sound Logic could serve alcohol to patrons at the venue to derive revenue. But at the time of execution, ***Sound Logic was unaware that RBSI’s liquor license had been indefinitely suspended for nearly a year*** despite Partners’ and RBSI’s repeated representations including, without limitation, in the Lease and the Liquor License Agreement.

3. Either Partners, RBSI and their common principals, Defendants Alex Matov (“Matov”) and Andrian Shapiro (“Shapiro”) (collectively, Partners, RBSI, Matov and Shapiro, “Defendants”), all shared Sound Logic’s mistaken belief that RBSI’s liquor license was active or, more sinisterly, fraudulently misrepresented its status to induce Sound Logic into signing the Lease and the Liquor License Agreement and pay rent to Partners. At the very least, Partners knew or had reason to know of the suspension. Any of these realities entitles Sound Logic to rescission and/or termination, abatement of rent and recovery of its losses.

4. ***Second***, Partners materially breached the Lease by not fulfilling its obligation to maintain the structural elements of the leased premises – particularly the roof – in working, serviceable condition. Partners delivered the leased premises to Sound Logic with a roof that was leaking in no less than 15 separate locations. Sound Logic’s repeated complaints resulted “fixes” on the cheap culminating in sheet metal pans being installed to catch leaking water above the planned location of Sound Logic’s high-end sound equipment and dance floor. At this point,

Partners took the position that the roof repairs were complete even though, in actuality, the leaking continued, and it had not even addressed the underlying causes.

5. Sound Logic dutifully paid Partners more than \$125,000 in rent during 2023 despite these and other problems. Fed up with the nonsense, lies, contractual breaches, false promises and being strung along, Sound Logic determined that Defendants had caused it losses exceeding \$800,000 and stopped paying rent. Instead of doing right by its tenant, Partners took steps to evict Sound Logic for non-payment culminating in the BMC filing this week.

6. Accordingly, Sound Logic brings this action seeking recovery for Partners' unlawful conduct as well as that of Matov, Shapiro and RBSI. In addition to seeking declaratory relief to resolve this controversy, Sound Logic also brings claims for breach of the Lease and the Liquor License Agreement as well as their respective implied covenants of good faith and fair dealing, fraudulent misrepresentation, civil conspiracy, unjust enrichment and for violations of G.L. c. 93A, §§ 2, 11.

#### **ii. Parties**

7. Sound Logic is a Massachusetts limited liability company with a principal office located in Allston, Suffolk County, Massachusetts.

8. Upon information and belief, Partners is a Massachusetts limited liability company with a principal office located in Quincy, Norfolk County, Massachusetts.

9. Upon information and belief, Matov is an individual and a resident of Quincy or Brookline, Norfolk County, Massachusetts.

10. Upon information and belief, Shapiro is an individual and a resident of Newton, Middlesex County, Massachusetts.

11. Upon information and belief, RBSI is a Massachusetts non-profit corporation with a principal office located in Allston, Suffolk County, Massachusetts.

**iii. Jurisdiction and Venue**

12. This Court has subject matter jurisdiction pursuant to, among other statutory provisions, G.L. c. 212, § 4, and G.L. c. 231A, § 1.

13. This Court has personal jurisdiction over these parties pursuant to, among other statutory provisions, G.L. c. 223A, §§ 2, 3.

14. Venue is proper in this Court pursuant to, among other statutory provisions, G.L. c. 214, § 5, and G.L. c. 223, § 1.

**iv. Background**

**A. Sound Logic Leases the Premises from Partners.**

15. Sound Logic intended to create a novel kind of nightclub in Boston. The objective is to play hi-fidelity music, but at low enough volumes that patrons can converse through hand-built and vintage sound components. Sound Logic's concept also seeks to create a safe space for everybody, from members of the LGBTQ+ community, to people with mobility issues, to just people who want a place to hang out or even do work during the day.

16. In furtherance of this mission, Sound Logic located a former nightclub space, that was previously the Garage Boston, located at 20 Linden Street, 1<sup>st</sup> Floor, Allston, Massachusetts (the "Premises"), owned by Partners. Sound Logic and Partners then entered into the Lease for an initial five-year term commencing on March 10, 2023, and running through February 29, 2028. A copy of the Lease is attached hereto as **Exhibit 1**.

17. Consistent with Sound Logic's business plan, the Lease provided for Sound Logic to use the Premises "for a social club, café, nightclub, function facility, and/or all such



[activities] that are reasonably related to the foregoing” uses. Ex. 1 at § 9.1. It also incorporated in by reference and attached as an exhibit the simultaneously executed Liquor License Agreement with Partners’ affiliate, RBSI, to provide Sound Logic with a liquor license to operate and generate revenue. *See id.* at § 36.1, Ex. C.

18. Throughout the negotiations, Shapiro acted as the representative of both Partners and RBSI. He and Partners’ realtor each made repeated representations to Sound Logic that it could benefit from RBSI’s liquor license in operating its nightclub. Upon information and belief, these representations were made in consultation with, and at the direction of, Matov. During the negotiations that preceded execution of the agreements, a representative of Defendants even made clear in an email, dated March 3, 2023, that the Liquor License Agreement would contemplate Sound Logic “operat[ing] the license for” RBSI as Defendants were “not willing to do a sale or transfer of the liquor license at this time.”

19. In March 2023, Shapiro signed both the Lease for Partners and the Liquor License Agreement for RBSI. Both agreements expressly included representations concerning RBSI’s liquor license.

**B. Partners Fails to Address the Premises’ Leaky Roof**

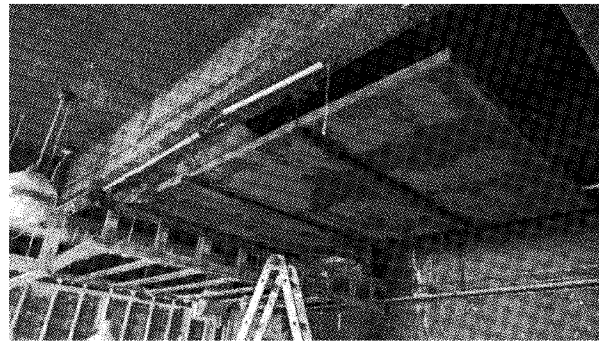
20. Upon execution of the Lease, Sound Logic commenced its efforts to buildout the Premises for its planned nightclub in the spring of 2023. Persistent leaking from the roof of the Premises, however, hampered and delayed the buildout progress significantly.

21. Sound Logic eventually came to understand through professionals it retained that the roof of the Premises was leaking in at least 15 separate locations. It was also informed by the Boston Fire Department and other municipal entities that Sound Logic would not receive the necessary permits and approvals to open until the leaking stopped.

22. The Lease puts responsibility for the structural elements of the Premises, including the roof, squarely on Partners as the “Landlord shall maintain and repair . . . the structure of the Building . . . as well as the roof and exterior of the Building . . . to keep the same in **working, serviceable condition.**” Ex. 1 at § 13.1 (emphasis added).

23. Accordingly, Sound Logic made repeated requests to Partners – verbally and in writing – for the leaks to be remedied during its buildout efforts in 2023. But Partners refused to repair the roof to a working, serviceable condition and, instead, chose to make on partial efforts on the cheap that did not resolve the underlying problems causing the leaks through the ceiling.

24. Partners’ partial (and frugal) efforts fell well short of its obligations under Section 13.1 of the Lease. Its haphazard efforts culminated in the fall of 2023 with, bizarrely, the hanging metal sheet pans under the ceiling of the nightclub space to try to catch water *that had already entered the building* through the roof. The following are pictures Sound Logic took of the sheet metal pans hanging from the ceiling in September 2023:



Of course, this “fix” did not address the underlying problem of the Premises’ leaking roof. And most egregious for Sound Logic, Partners hung these metal sheet pans directly above the planned locations of Sound Logic’s high-end speaker equipment and dance floor, thereby directly interfering with Sound Logic’s ability to operate its nightclub as designed, intended and understood between the parties.

25. Sound Logic made repeated complaints to Partners about the roof of the Premises continuing to leak. Sound Logic also complained about the whole idea of the metal sheet pans being a “fix” including through counsel in an email with pictures attached dated September 12, 2023. A copy of this email is attached hereto as **Exhibit 2**.

26. Counsel for Partners responded the next day, on September 13, 2023, claiming the roof was “fully remedied” and explaining that these “metal plates are there in the event that there is a future leak.” A copy of this email is attached hereto as **Exhibit 3**.

27. The roof leaks at the Premises were not fully remedied as of September 13, 2023. Further, it seems clear that Partners also appreciated the issues had not been “fully remedied” given it was already contemplating a “future leak” through the ceiling.

28. Consistent with this September 13th email through counsel, Partners subsequently reiterated to Sound Logic that its position was the roof repairs were complete and Partners would not do any further work to address the ongoing issues.

29. The sheet metal pans installed by Partners and its refusal to do any more work to repair the roof (a) deprived Sound Logic of a significant inducement to its decision to enter into the Lease, and (b) are permanent in character and installed with the intention and effect of depriving Sound Logic of the benefit of the Premises under the terms of the Lease.

**C. Sound Logic Learns RBSI's Liquor License Was Indefinitely Suspended *Prior* to Execution of the Lease and the Liquor License Agreement**

30. In the fall of 2023, and as its planned opening date began to approach, Sound Logic also learned for the first time that RBSI's liquor license had been indefinitely suspended since May of 2022. This suspension date was nearly a year before the Lease and the Liquor License Agreement were executed by Sound Logic, Partners and RBSI.

31. Both the Lease and the Liquor License Agreement contain repeated representations that RBSI has an active liquor license. *See, e.g.*, Ex. 1 at § 36.1 ("The Parties acknowledge and agree that Tenant will operate at the Premises under the liquor license held by [RBSI] in accordance with the agreement attached as Exhibit C"); *id.* at Ex. C at p. 1 ("WHEREAS, Owner owns a liquor license, specifically License No. 00532-RS-0116 for On Premise Retail"); *id.* at Ex. C at § 1.5 ("Operator shall pay all costs, fees, and expenses associated with maintaining and operating a Liquor License.").

32. Sound Logic also relied on various written and oral representations by Defendants, particularly Shapiro (upon information and belief, in consultation with and at the direction of Matov), that RBSI's liquor license was active and could be utilized by Sound Logic for its nightclub. These representations were made both before, as noted above, and after entering into the Lease and the Liquor License Agreement.

33. As a post-execution example, a representative of Defendants emailed Sound Logic representatives shortly after the signing, on April 3, 2023, inquiring about Sound Logic's anticipated timeline for its buildout as she "need[ed] to know all that to figure out the liquor license situation. I also wanted to let you that you will need to obtain a liquor license liability if you were to serve alcohol on the premises prior to opening."

34. In an email on April 12, 2023, Shapiro reiterated the need for Sound Logic to obtain appropriate insurance when he wrote to Sound Logic representatives, “Paese [*sic*] provide Liquor liability to avoid delay with your License.” A copy of this email from Shapiro is attached hereto as **Exhibit 4**.

35. Even months later at the end of the summer, Defendants’ representatives were still emailing Sound Logic personnel about necessary pre-opening steps to utilize RBSI’s liquor license. These statements included outlining what needed to be done in an email, dated August 9, 2023, then promising to provide Sound Logic with a copy of RBSI’s license but making clear it “is not valid to operate the business until the above-outlined steps are completed.” That same representative then emailed Sound Logic personnel again, on August 14, 2023, explaining that RBSI’s “liquor license was renewed and paid in time.” The following day, she also represented to Sound Logic that, upon finalization of the necessary insurance, “[t]he city board will release the 2023 Liquor License and you will be able to transfer this license on your name. I attach 2022 LL for your understanding.”

36. Despite these pre- and post-execution representations, *RBSI’s liquor license was not active at any relevant time*. The Boston Licensing Board suspended it indefinitely in May 2022. The license remained suspended throughout 2023 and, upon information and belief, even today. Defendants’ repeated representations that RBSI’s liquor license was active were knowingly false, and they had the effect of inducing Sound Logic to execute the Lease and the Liquor License Agreement initially and then conceal the true status of the license after execution so that Sound Logic would continue to pay rent and invest in the Premises.

37. To the extent Defendants were, like Sound Logic, somehow unaware that RBSI’s liquor license was indefinitely suspended (a premise that is highly suspect), the parties to the

Lease and the Liquor License Agreement were mutually mistaken as to its status or, at the very least, Defendants had reason to know. The status of RBSI's liquor license was an essential element of these agreements and a fact that was capable of ascertainment at the time these contracts was entered into by the parties.

38. If Defendants were aware of RBSI's liquor license being indefinitely suspended, however, then Defendants misrepresented its status intentionally or with reckless disregard for the truth. In the context of a nightclub tenant being told that its landlord could provide a liquor license for it to use through an affiliate to operate its business, a half-truth as to the license's actual status is, undeniably, the equivalent of a full lie.

39. Sound Logic relied on Defendants' misrepresentations about RBSI's liquor license to its detriment and suffered significant damages as a result.

40. The indefinite suspension of RBSI's liquor license (a) deprived Sound Logic of a significant inducement to its decision to enter into the Lease, and (b) is permanent in character and has the effect of depriving Sound Logic of the benefit of the Premises to be used as a nightclub under the terms of the Lease.

**D. Partners Seeks to Terminate the Lease and Evict Sound Logic**

41. Based on the foregoing, Sound Logic lawfully stopped paying rent as of the end of 2023. It remains in possession of the Premises despite being owed more than \$800,000 by Defendants.

42. In fact, the unfairness of how Sound Logic was treated by Defendants was covered in an article on the Universal Hub website dated January 19, 2024. A copy of this article is attached hereto as **Exhibit 5**.

43. After speaking with Sound Logic's Stephen Rosenberg, Lukas McCarthy and Jhason Hardy, the article focused on Defendants' misrepresentations concerning the status of RBSI's liquor license:

Looking on LoopNet, which lists available commercial space in the Boston area, they found the perfect spot: A former club in an old garage and office building on an Allston side street that was both large enough for what they wanted to do – it could hold 250 to 350 people – and could be re-molded to their specs.

**Equally attractive, its owner already had a liquor license he could sign over to them - important because while the main focus would be on the music and social connecting, liquor sales would provide enough of a revenue boost to make the place sustaining, to attract investors,** even, they said in a recent interview at Lulu's, a couple blocks away from the space.

...

**But now they're paying rent on a space that might not be able to use because it turns out that the liquor license is at least temporarily, and possibly permanently, unavailable** – suspended by a Boston Licensing Board tired of dealing with repeated shootings and gun battles at what was until last year the Garage nightclub. The board has planned a hearing in May on permanently revoking [] the club's liquor license.

**Hardy, Rosenberg and McCarthy said that Garage owner Alex Matov told them he wasn't using his liquor license because he planned to knock the whole building down to replace it with a 349-unit apartment building,** but that he'd been unable to start work because of increases in interest rates and construction costs, so he figured he'd rent out the space to a new operator until the financial picture changed. In fact, their lease contains an extension clause that is subject to cancellation should Matov arrange the financing to re-start his apartment plans.

**But they say what Matov didn't tell them was that even as he was going through the BPDA and zoning-board process to win approval for apartments, he was having his liquor license suspended by the licensing board – twice in just a few months.**

**The three said they only found out in October that the Boston Licensing Board suspended its liquor license indefinitely in May, 2022,** after the latest gunfire in its parking lot.

**“We had no idea,” Hardy said.**

Ex. 5 (emphasis added).

44. Instead of addressing the leaky roof or getting RBSI’s liquor license reinstated to mitigate Sound Logic’s damages, Partners denied Sound Logic possession of portions of the Premises and then tried to extort Sound Logic into continuing to pay rent even though it had not fulfilled its obligations. When Sound Logic withheld rent in 2024, Partners doubled down and sent Sound Logic a notice for non-payment of rent on February 14, 2024 (**Exhibit 6**), and then a termination notice on March 13, 2024 (**Exhibit 7**).

45. Partners then commenced a summary process eviction proceeding earlier this week in the BMC entitled *Partners Properties LLC v. Sound Logic, LLC*, seeking possession of the Premises and claiming more than \$2 million in unpaid rent, fees and other purported damages.

46. In response, Sound Logic has filed this action here and is simultaneously asking this Court to transfer Partners’ summary process action in the BMC into this Court, pursuant to G.L. c. 223, § 2B, so that these two interrelated cases can be consolidated and resolved together.

47. In reality, it is Defendants’ unlawful conduct – including misrepresentations at the time of the execution of the Lease and the Liquor License Agreement concerning RBSI’s liquor license and to further conceal it after execution as well as Partners’ failure to repair the roof of the Premises – that has caused Sound Logic significant damages that it is now seeking to recover in this action.



48. Indeed, in a follow-up article on the Universal Hub website dated May 21, 2024, it was reported that RBSI is attempting to sell its liquor license to a third party in total disregard of the contractual obligations Partners and RBSI have to Sound Logic. A copy of this second article is attached hereto as **Exhibit 8**.

v. Claims

Count I – Declaratory Judgment

49. Sound Logic repeats the above and below paragraphs as if fully restated herein.

50. An “actual controversy” exists within the meaning of G.L. c. 231A, § 1, as between Sound Logic and Defendants as to, among other things, (a) whether Sound Logic is entitled to rescission of the Lease and the Liquor License Agreement based on either mistake or fraudulent inducement, (b) to the extent the Lease and the Liquor License Agreement are rescinded, whether Defendants have been unjustly enriched by Sound Logic’s payment of rent to Partners and the funds it invested in improving the Premises, and (c) to the extent the Lease and the Liquor License Agreement are not rescinded, whether Sound Logic suffered breaches of these contracts and other unlawful conduct that entitles it to abatement of rent, termination of the Lease and recovery of its damages.

51. Pursuant to G.L. c. 231A, § 1, this Court should declare that, among other things, (a) Sound Logic is entitled to rescission of the Lease and the Liquor License Agreement based on either mistake or fraudulent inducement, and (b) Defendants have been unjustly enriched by Sound Logic’s payment of rent to Partners and the funds it invested in improving the Premises or, alternatively, Sound Logic suffered breaches of these contracts and other unlawful conduct that entitles it to abatement of rent, termination of the Lease and recovery of its damages.

**Count II – Breach of Contract (Partners)**

52. Sound Logic repeats the above and below paragraphs as if fully restated herein.

53. The Lease is a binding and enforceable contract between Sound Logic, on the one hand, and Partners, on the other.

54. Sound Logic has fully performed, or is and has been ready, willing and able to perform, under the Lease.

55. Partners materially breached the Lease by, among other things, (a) refusing to maintain the roof of the Premises, (b) failing to provide Sound Logic with an active liquor license, (c) depriving Sound Logic of a significant inducement to its entering into the Lease, and (d) interfering with Sound Logic's quiet enjoyment of the Premises.

56. As a result of Partners' breach of contract, Sound Logic has suffered, and is continuing to suffer, substantial damages in amount to be proven at trial.

**Count III – Breach of the Implied Covenant of Good Faith and Fair Dealing (Partners)**

57. Sound Logic repeats the above and below paragraphs as if fully restated herein.

58. The Lease contains an implied covenant of good faith and fair dealing that neither party shall do anything to deprive the other of receiving the fruits of the contract.

59. Partners breached the Lease's implied covenant of good faith and fair dealing by, among other things, (a) refusing to maintain the roof of the Premises, (b) failing to provide Sound Logic with an active liquor license, (c) depriving Sound Logic of a significant inducement to its entering into the Lease, (d) interfering with Sound Logic's quiet enjoyment of the Premises, (e) collecting rent before and after disclosing to Sound Logic that RBSI's liquor license had been indefinitely suspended since May 2022, (f) forcing Sound Logic to continue to pay rent even though the roof leaks were not remedied and RBSI's liquor license had been indefinitely

suspended since May 2022, and (gf) seeking to evict Sound Logic from the Premises under these circumstances.

60. As a result of Partners' breach of the implied covenant of good faith and fair dealing, Sound Logic has suffered, and is continuing to suffer, substantial damages in amount to be proven at trial.

**Count IV – Breach of Contract (RBSI)**

61. Sound Logic repeats the above and below paragraphs as if fully restated herein.

62. The Liquor License Agreement is a binding and enforceable contract between Sound Logic, on the one hand, and RBSI, on the other.

63. Sound Logic has fully performed, or is and has been ready, willing and able to perform, under the Liquor License Agreement.

64. RBSI materially breached the Liquor License Agreement by, among other things, failing to provide Sound Logic with an active liquor license.

65. As a result of RBSI's breach of contract, Sound Logic has suffered, and is continuing to suffer, substantial damages in amount to be proven at trial.

**Count V – Breach of the Implied Covenant of Good Faith and Fair Dealing (RBSI)**

66. Sound Logic repeats the above and below paragraphs as if fully restated herein.

67. The Liquor License Agreement contains an implied covenant of good faith and fair dealing that neither party shall do anything to deprive the other of receiving the fruits of the contract.

68. RBSI breached the Liquor License Agreement's implied covenant of good faith and fair dealing by, among other things, failing to provide Sound Logic with an active liquor

license and failing to disclose to Sound Logic that RBSI's liquor license had been indefinitely suspended since May 2022.

69. As a result of RBSI's breach of the implied covenant of good faith and fair dealing, Sound Logic has suffered, and is continuing to suffer, substantial damages in amount to be proven at trial.

#### **Count VI – Fraudulent Misrepresentation**

70. Sound Logic repeats the above and below paragraphs as if fully restated herein.

71. Defendants represented that RBSI had an active liquor license even though it had been indefinitely suspended since May 2022. Defendants' misrepresentation as to the status of RBSI's liquor license was made intentionally, knowingly or with reckless disregard for the truth.

72. Sound Logic reasonably relied on Defendants' misrepresentation to its detriment including, without limitation, by paying rent to Partners and investing significant money in improving the Premises and building out this space for its nightclub.

73. As a result of Defendants' fraudulent misrepresentation, Sound Logic is entitled to rescission of the Lease and the Liquor License Agreement as well as abatement of rent and to recover the substantial damages it has suffered, and is continuing to suffer, in amount to be proven at trial.

#### **Count VII – Unjust Enrichment**

74. Sound Logic repeats the above and below paragraphs as if fully restated herein.

75. Sound Logic has paid rent to Partners and made improvements to the Premises. Defendants appreciated and had knowledge of these benefits and accepted and retained them under circumstances which make their doing so inequitable.

76. As a result of Defendants' unjust enrichment, Sound Logic is entitled to recover the rent it paid to Partners, the funds it invested in improving the Premises and other amounts it inequitably invested in its business.

**Count VIII – Civil Conspiracy**

77. Sound Logic repeats the above and below paragraphs as if fully restated herein.

78. Using their contractual power over Sound Logic through the Lease and the Liquor License Agreement as well as Sound Logic's desire to open a nightclub at the Premises, Defendants unlawfully combined to force Sound Logic to pay, and continue to pay, rent even though the roof leaks were not remedied and RBSI's liquor license had been indefinitely suspended since May 2022.

79. Defendants knowingly had a common plan to force Sound Logic to pay, and continue to, pay rent even though the roof leaks were not remedied and RBSI's liquor license had been indefinitely suspended since May 2022. Defendants took affirmative steps to encourage the achievement of their intended result.

80. As a result of Defendants' civil conspiracy, Defendants should all be held jointly and severally liable for the substantial damages Sound Logic has suffered, and is continuing to suffer, in amount to be proven at trial.

**Count IX – Violations of G.L. c. 93A, §§ 2, 11**

81. Sound Logic repeats the above and below paragraphs as if fully restated herein.

82. Sound Logic and Defendants were engaged in trade or commerce in their dealings with each other.

83. Defendants committed unfair and deceptive conduct within the meaning of G.L. c. 93A, § 2 by, among other things, (a) refusing to maintain the roof of the Premises, (b) failing to

provide Sound Logic with an active liquor license, (c) depriving Sound Logic of a significant inducement to its entering into the Lease, (d) interfering with Sound Logic's quiet enjoyment of the Premises, (e) collecting rent before and after disclosing to Sound Logic that RBSI's liquor license had been indefinitely suspended since May 2022, (f) engaging in commercial extortion by forcing Sound Logic to continue to pay rent even though the roof leaks were not remedied and RBSI's liquor license had been indefinitely suspended since May 2022, and (g) seeking to evict Sound Logic from the Premises under these circumstances.

84. Defendants' unfair and deceptive conduct is knowing and willful and occurred primarily and substantially within the Commonwealth of Massachusetts.

85. As a result of Defendants' violations of G.L. c. 93A, §§ 2, 11, Sound Logic has suffered, and continues to suffer, damages plus attorney's fees and costs. Sound Logic is, therefore, entitled to recover its damages, trebled, plus its attorney's fees and costs.

WHEREFORE, Sound Logic respectfully requests that this Court grant it the following relief in his favor:

- A. On Count I, declare that (a) Sound Logic is entitled to rescission of the Lease and the Liquor License Agreement based on either mistake or fraudulent inducement, and (b) Defendants have been unjustly enriched by Sound Logic's payment of rent to Partners and the funds it invested in improving the Premises or, alternatively, Sound Logic suffered breaches of these contracts and other unlawful conduct that entitles it to abatement of rent, termination of the Lease and recovery of its damages;
- B. On Counts II through IX, enter judgment in favor of Sound Logic, and against Defendants, and award Sound Logic its damages in an amount to be determined at trial, trebled, plus his attorney's fees and costs; and
- C. Grant such other and further relief as this Court deems equitable and just.

**vi. Jury Demand**

Pursuant to Rule 38(b) of the Massachusetts Rules of Civil Procedure, Sound Logic hereby demands a jury on all claims and issues so triable.

Respectfully submitted,  
SOUND LOGIC, LLC,  
By its attorneys,

/s/ Matthew S. Furman  
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Dated: May 22, 2024

# Exhibit 1



**20 LINDEN STREET 1<sup>ST</sup> FLOOR**  
**COMMERCIAL LEASE**

THIS LEASE is made and entered into this 3/10/2023 day of March 2023 (the "Effective Date"), by and between Partners Properties LLC, a Massachusetts limited liability company ("Landlord") and Sound Logic LLC, a Massachusetts limited liability company ("Tenant").

**1. LEASED PREMISES.**

1.1 Subject to and upon the terms, conditions and covenants contained in this Lease, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the premises, being the space commonly known as 20 Linden Street in Boston, Massachusetts, first floor (as more particularly shown on Exhibit A attached hereto, the "Leased Premises") of the building known as and numbered 20 Linden Street, Massachusetts (the "Building").

1.2 All references in this Lease to the Building shall mean and include the land and buildings of which the Leased Premises are a part. The Building and the Leased Premises are identified in Exhibit A hereto.

1.3 Tenant acknowledges and agrees that, except as otherwise expressly set forth in this Lease, Landlord is providing the Leased Premises separately demised, free of all tenants or occupants and with all common Building services serving the Leased Premises (including HVAC and sprinkler system) in good working order and condition and otherwise in "AS IS" condition.

1.4 Tenant and Landlord acknowledge and agree that the Leased Premises will initially contain, for the first Lease Year (defined below), approximately +/- three thousand (3,000) square feet located on the first floor of the Building (the "Initial Area" marked in purple in Exhibit A hereto). Tenant and Landlord acknowledge and agree that the Leased Premises will subsequently contain, from the beginning of the Second Lease Year (defined below) until the end of the Lease Term, approximately +/- an additional seven thousand (7,000) square feet located on the first floor of the Building, for a total of ten thousand (10,000) square feet (the "Subsequent Area" marked in yellow and purple in Exhibit A hereto). The Initial Area and Subsequent Area comprising approximately Seven and Four-Tenths Percent (7.4%) and Twenty-Four and Seven-Tenths Percent (24.7%), respectively, of the total areas of the Building (the "Total Percentage").

1.5 Tenant has the right to three (3) parking spaces of reserved/exclusive parking around the Building for the first Lease Year and ten (10) parking spaces reserved/exclusive parking around the Building for the Second Lease Year through the end of the Lease.

**2. TERM**

2.1 The original term of his Lease shall commence on March 13, 2023 (the "Commencement Date"). The Landlord shall deliver the Leased Premises to Tenant on the Commencement Date. The original term of this Lease shall end on February 29, 2028 (the "Expiration Date"), unless earlier terminated as hereinafter provided. The Tenant's obligation to pay rent shall commence on the Commencement Date (the "Rent Commencement Date"). Each year between anniversaries of the Rent Commencement Date are a "Lease Year."

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2.2 In the event of Landlord's inability to deliver possession of the Leased Premises on the Commencement Date for any reason other than Tenant's acts or omissions, the Commencement Date shall be continued until such time as Landlord is able to deliver possession of the Leased Premises, during which time this Lease shall remain in effect.

2.3 Tenant acknowledges and agrees that the provisions of Section 2.2 of this Article 2 shall constitute the sole and exclusive remedies of Tenant in connection with Landlord's failure to deliver possession of the Premises in the condition required hereunder and Tenant further acknowledges and agrees that, following Landlord's return of the Security Deposit to Tenant, the exercise of any such remedies shall constitute a full and complete settlement of any and all claims of and by Tenant other than arising out of the willful misconduct of Landlord.

2.4 For the purposes of this Lease, the terms "delivery of possession" and "tenders possession" shall mean the tender by Landlord, or its officers, agents or contractors, to Tenant, or its officers, agents or contractors, of physical access to the Leased Premises in "AS IS" condition prior to the making of any repair, alteration, addition, installation, change or other improvement thereto.

2.5 Tenant shall have the sole responsibility, at its sole cost and expense, to take actual possession of the Leased Premises, and each and every part thereof.

### 3. BASIC ANNUAL RENT

3.1 For the term of this Lease, starting on the Rent Commencement Date, Tenant shall pay to Landlord without reduction, abatement or set-off (except as specifically set forth herein), rent at the annual rate ("Basic Annual Rent"), on a monthly basis on the first of each month (prorated where appropriate), as follows:

From Rent Commencement Date through the day before the first anniversary of the Rent Commencement Date: One Hundred and Five Thousand Dollars (\$105,000.00) per Lease Year, payable in equal monthly installments of Eight Thousand Seven Hundred and Fifty Dollars (\$8,750) per month.

From the first anniversary of the Rent Commencement Date through the day before the second anniversary of the Rent Commencement Date, Three Hundred Sixty Thousand Five Hundred Dollars (\$360,500.00) per Lease Year, payable in equal monthly installments of Thirty Thousand Forty-One Dollars and Sixty-Seven Cents (\$30,041.67) per month.

Starting on the second anniversary of the Rent Commencement Date, and on each anniversary of the Rent Commencement Date thereafter, the Basic Annual Rent shall be increased by Three Percent (3%) over the previous year's Basic Annual Rent.

3.2 Tenant shall send the Basic Annual Rent payments, and any other payments payable hereunder, to the Landlord's address specified in Section 24.1 or to any other address as may be specified by Landlord in writing from time to time.

### 4. ADDITIONAL RENT - TAXES

4.1 Starting on the Commencement Date, and during each year of the term of this Lease and any extension or renewal thereof and any further period during which Tenant shall hold the Leased Premises, or any part thereof, as Tenant-at-Will or Tenant-at-Sufferance, Tenant shall pay to Landlord without reduction, abatement or set-off, as additional rent, an amount equal to the applicable Total Percentage (the "Tax Percentage") of any real estate taxes or other Taxes (defined below) levied with respect to the land and buildings of which the Leased Premises are a part, pro-rated for any fractional part of a year at the beginning and at the end of the tenancy ("Tax Payment").

4.2 Real Estate Taxes.

(a) [Reserved]

(b) During the term of this Lease, and during any extension or renewal thereof and any further period during which Tenant shall hold the Leased Premises, or any part thereof, as a Tenant-at-Will or a Tenant-at-Sufferance, Tenant shall pay to Landlord, as Additional Rent on the first day of each calendar month during the Term but otherwise in the manner provided for the payment of Annual Fixed Rent, estimated payments on account of Tax Payment, such monthly amounts to be sufficient to provide Landlord by the time real estate tax payments are due or are to be made by Landlord (in the event of voluntary tax payments) a sum equal to the Tax Payment, as reasonably estimated by Landlord from time to time on account of Taxes for the then current Tax Year.

(c) If, after Tenant shall have made any payment to Landlord pursuant to this subsection 4.2, Landlord shall receive a refund of any portion of Taxes paid by Tenant with respect to any Tax Year during the term hereof as a result of an abatement of such Taxes by legal proceedings, Landlord shall pay or credit to Tenant the Tax Percentage of the refund (less the proportional, pro rata expenses, including attorneys' fees and appraisers' fees, incurred in connection with obtaining any such refund) as relates to Taxes paid by Tenant to Landlord with respect to any Tax Year for which such refund is obtained, provided however, in no event shall Tenant be entitled to receive more than the sum of payments actually made by Tenant on account of Taxes with respect to such Tax Year.

(d) In the event that the Commencement Date shall occur or the term of this Lease shall expire or be terminated during any Tax Year, or should the Tax Year or period of assessment of real estate taxes be changed or be more or less than one (1) year, as the case may be, then the amount of Tax Payment which may be otherwise payable by Tenant as provided in this subsection 4.2 shall be appropriately apportioned and adjusted.

(e) The term "Taxes" shall mean all taxes, assessments, and other charges and impositions (including, but not limited to, fire protection service fees and similar charges) levied, assessed or imposed at any time during the term by any governmental authority upon or against the Building or the property on which it is located, or taxes in lieu thereof, and additional types of taxes to supplement real estate taxes due to legal limits imposed thereon. If, at any time during the term of this Lease, any tax or excise on rents or other taxes, however described, are levied or assessed against Landlord with respect to the rent reserved hereunder, either wholly or partially in substitution for, or in addition to, real estate taxes assessed or levied on the Building or the property on which it is located, such tax or excise on rents shall be included in Taxes; however, Taxes shall not include franchise, estate, inheritance, succession, capital levy, income or excess profits taxes assessed on Landlord. Taxes shall include any estimated payment, whether voluntary or required, made by Landlord on account of a fiscal tax period for which the actual and final amount of taxes for such period has not been determined by the governmental authority as of the date of any such estimated payment.

## 5. ADDITIONAL RENT - OPERATING EXPENSES

5.1 During the term of this Lease, and during any extension or renewal thereof and any further period during which Tenant shall hold the Leased Premises, or any part thereof, as a Tenant-at-Will or a Tenant-at-Sufferance, Tenant shall pay to Landlord in each such instance, without reduction, abatement or set-off, as Additional Rent, an amount equal to the applicable Total Percentage of the Operating Expenses, as hereinafter defined, paid by Landlord during the applicable Calendar Year.

During December of each Calendar Year or as soon thereafter as practicable, Landlord shall provide Tenant with a written notice of its estimate (line item and detailed support included) of Operating Expenses and Taxes for the ensuing Calendar Year. On or before the first day of each month during the ensuing Calendar Year, Tenant shall pay to Landlord 1/12th of such estimated amount, provided that if such notice is not given in December, Tenant shall continue to pay on the basis of the prior year's estimate until the month after such notice is given.

Within 90 days after the close of each Calendar Year or as soon after such 90-day period as practicable, Landlord shall deliver to Tenant a statement of amounts of Operating Expenses and Taxes payable under this Lease for such Calendar Year. If such statement shows an amount owing by Tenant that is more than the estimated payments for such calendar year previously made by Tenant, Tenant shall pay the deficiency to Landlord within 60 days after delivery of the statement. If the total of the estimated monthly installments paid by Tenant during any Calendar Year exceeds the actual expense amount due from Tenant for such Calendar Year, such excess shall, at Landlord's option, be either credited against payments next due hereunder or refunded by Landlord to Tenant together with Landlord's delivery of the statement of actual Operating Expenses and Taxes for the applicable Calendar Year, and in all events Landlord shall refund any such excess upon Landlord's delivery of the statement of actual Operating Expenses for the Calendar Year in which this Lease terminates. For the Calendar Year in which the Commencement Date occurs, Landlord's estimate of Taxes and Operating Expenses is seven dollars (\$7.00) per rentable square foot of the Leased Premises.

5.2 It is understood that any such payment of Additional Rent due to Operating Expense increases is to be pro-rated for any fractional part of a year at the beginning and end of the tenancy, and is to be similarly adjusted in the event of any change in Landlord's fiscal year.

5.3 The term "Operating Expenses" shall mean, for the twelve-month period constituting a calendar year, the aggregate costs and expenses incurred by Landlord for operation, maintenance and management of the land and Building, including, without limiting the generality thereof and without placing an obligation on Landlord to provide such, the following:

Salaries, wages, medical, surgical and general welfare benefits (including group insurance and retirement benefits) for employees of Landlord or any agent or contractor of Landlord to the extent that they are engaged in the cleaning, operation, maintenance, security, or management of the Building, and payroll taxes and insurance premiums (usual and customary) relating thereto;

The applicable Total Percentage of Building electricity (but not electricity furnished to tenants), oil, gas, steam and water (including sewer assessment and utility tax);

Fire, casualty, liability, sprinkler, water damage, rent and other insurance carried by Landlord and any additional insurance as may be required by any first mortgagee;

Repairs, Maintenance, and Replacements (including, without limitation, plumbing, heating, steam, air-conditioning units, electrical to the common areas of the commercial areas of the Building);

Building supplies;

Snow removal;

Cleaning of common areas of the commercial areas of the Building;

Rubbish removal;

Service contracts with independent contractors for any of the foregoing (including, without limitation, boiler and air-conditioning maintenance, cleaning, rubbish removal, security and similar services for the commercial areas of the Building);

Accounting and legal fees incurred in the operation of the Building and common areas;

Management fees at reasonable rates no more than five percent (5%) of gross rent and consistent with the type of occupancy and service rendered, whether or not paid to any person, firm, corporation or other entity having an interest in, or existing business relationship with, or common officers, directors or trustees with Landlord, or any affiliate of either; and

All other expenses now or hereafter customarily incurred in connection with the operation, maintenance and management of similar commercial buildings.

## **6. TAX ON TENANT'S PROPERTY; OTHER TAXES**

6.1 Tenant shall be liable for, and shall pay, at Tenant's sole cost and expense, at least ten (10) business days before delinquency, all taxes levied against any personal property, fixtures, machinery, equipment, apparatus, systems and appurtenances placed by Tenant in or about, or utilized by Tenant in, upon or in connection with, the Leased Premises ("Equipment Taxes"). If any Equipment Taxes are levied against Landlord or Landlord's property or the Building, or if the assessed value of Landlord's property or the Building is increased by the inclusion therein of a value placed upon such personal property, fixtures, machinery, equipment, apparatus, systems or appurtenances of Tenant and if Landlord, after written notice to Tenant, such notice to include any available supporting information regarding such taxes, pays the Equipment Taxes or taxes based upon such an increased assessment (which Landlord shall have the right to do regardless of the validity of such levy, but under protest if requested by Tenant prior to such payment and if payment under protest is permissible), Tenant shall pay to Landlord within ten (10) business days of receiving written demand for payment, as Additional Rent hereunder, the taxes so levied against Landlord or the proportion of such taxes resulting from such increase in such assessment; provided that in the event of such payment from Tenant to Landlord, Tenant shall have the right, in the name of Landlord and with Landlord's full cooperation, but at no cost to Landlord, to bring suit to any court of competent jurisdiction to recover the amount of any such tax so paid under protest, and any amount so recovered shall belong to Tenant.

6.2 If the alterations, additions, installations, changes, or improvements to, in, or about the Leased Premises, whether made, constructed, installed and/or paid for by Landlord or Tenant and whether

or not affixed to the real property so as to become a part thereof, are assessed for real estate tax purposes at a valuation higher than the valuation at which alterations, additions, installations, changes and improvements conforming to Landlord's building standards in other space in the Building are assessed, then the real estate taxes and assessments levied against Landlord or Landlord's property or the Building attributable to such higher valuation shall be deemed to be Equipment Taxes and shall be governed by the provisions of Section 6.1 above. Any such amounts, and any similar amounts attributable to improvements by other tenants in the Building and recovered by Landlord from such other tenants under comparable lease provisions, shall not be included in real estate taxes for the purposes of Section 4.1 of this Lease.

6.3 Tenant shall pay, as Additional Rent hereunder, within ten (10) business days of receiving written demand and in such manner and at such times as Landlord shall direct from time to time by written notice to Tenant, any excise, sales, privilege or other tax, assessment or other charge (other than income or franchise taxes) imposed, assessed or levied by any governmental or quasi-governmental authority or agency upon Landlord on account of this Lease, the rent or other payments made by Tenant hereunder, any other benefit received by Landlord hereunder, Landlord's business as a lessor hereunder, or otherwise in respect of or as a result of the agreement or relationship of Landlord and Tenant hereunder.

## 7. SECURITY DEPOSIT

7.1 A deposit (the "Security Deposit") in the amount of two months of Basic Annual Rent (initially, Seventeen Thousand Five Hundred Dollars (\$17,500)) shall be paid by Tenant upon execution of this Lease and shall be held by Landlord without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rent or a measure of Landlord's damages in case of default by Tenant. Upon the occurrence of any breach or default under this Lease by Tenant, Landlord may, from time to time, without prejudice to any other remedy and without prior notice, use the Security Deposit or any portion thereof to the extent necessary to make good any default in the payment of any installment of Basic Annual Rent, Additional Rent, or other amounts or charges payable by Tenant hereunder, beyond any applicable notice and cure period or any other damage, injury, expense, or liability caused to Landlord by such breach or default not cured following any applicable notice and cure period. Following any application of the Security Deposit, Tenant shall pay to Landlord within ten (10) business days following Landlord's written demand an amount to restore the Security Deposit to its original amount. Upon the occurrence of Basic Annual Rent increasing during the Term of this Lease, the Security Deposit shall proportionally increase as well, and Tenant shall pay to Landlord within ten (10) business days of the date of increase of said Basic Annual Rent an amount to restore the Security Deposit to its newly required amount. Any balance of the Security Deposit remaining shall be returned by Landlord to Tenant within thirty (30) days after Tenant's compliance with each and every provision of Article 19 hereof.

## 8. LATE PAYMENTS

8.1 In the event Tenant fails to pay any installment of Basic Annual Rent, Additional Rents, or other amounts or charges payable hereunder when and as due, and the delinquency continues for a period of five (5) days after the day the amount was due hereunder (without notice or demand), Tenant shall also pay to Landlord with such delinquent amount a late charge in an amount equal to five (5%) percent of the delinquent amount for the purpose of defraying administrative costs and expenses (but specifically excluding attorneys' fees, court costs, and other damages) incident to handling the delinquency (the "Late Charge"). The Late Charge shall be deemed Additional Rent and the right to require it shall be in addition

to all of Landlord's other rights and remedies hereunder or at law or in equity and shall not be construed as interest or liquidated damages or as limiting Landlord's remedies in any manner. The foregoing notwithstanding, no Late Charge shall be due for the first late payment made in any 12-month period.

8.2 All monetary obligations of either party hereunder to the other remaining past due five (5) days or more after the date specified herein for payment shall bear interest at the rate of one (1%) percent per month from the due date so specified until paid.

8.3 Notwithstanding anything contained herein to the contrary and notwithstanding the collection by Landlord of Late Charges and interest, the failure of Tenant to timely pay any installment of Basic Annual Rent, Additional Rent, or other amounts or charges payable by Tenant hereunder within any applicable cure period, shall constitute an event of default as provided in Article 17 hereof.

## 9. USE OF LEASED PREMISES

9.1 Tenant shall use the Leased Premises only for a social club, cafe, nightclub, function facility, and/or all such activated that are reasonably related to the forgoing, all in accordance and compliance with all applicable regulations, statutes, laws, licensing and zoning. Tenant shall at all times have valid licenses and approvals for all operations on the Leased Premises and shall at all times comply with the regulations, statues and laws relating to such licenses. Landlord makes no warranties or representations that the Leased Premises are fit for a particular use or purpose, including the use as specified herein. In using or occupying the Leased Premises, Tenant shall not cause unreasonable discomfort or annoyance to any other tenants or occupants of the building or to passerby's or do or fail to do other acts which, in Landlord's judgment, may tend to degrade the economic status of the Building or interfere with its most effective operation. Notwithstanding the foregoing, the Tenant's use of the Leased Premises as a social club, café, nightclub or function facility shall not be considered "discomfort" or "annoyance" or an act which "may tend to degrade the economic status of the Building or interfere with its most effective operation" as described in the preceding sentence.

## 10. UTILITIES AND SERVICES

10.1 Utilities are separately metered to the Leased Premises. Tenant shall, at its sole cost and expense, make all arrangements for and pay for all utilities and services furnished to or used by Tenant, including, without limiting the generality of the foregoing electricity, water, heat, gas, internet, telephone, computer, and all similar services, and for all connection charges. To the extent that any utilities or services used by the Premises are not separately metered and/or used by the remainder of the Building, Tenant shall pay its fair portion of such utilities or services.

10.2 Landlord shall have no obligation to furnish cleaning service for any portion of the Leased Premises and Tenant shall keep such portions of the Leased Premises in a clean and orderly condition at Tenant's sole cost and expense. In the event that Tenant shall fail to keep the Leased Premises in a clean and orderly condition, and if Tenant does not do so within ten (10) business days of receiving written notice of such failure, Landlord may do so and any costs reasonably incurred by Landlord in connection therewith shall be payable by Tenant to Landlord within ten (10) business days following Landlord's written demand, as Additional Rent hereunder.

10.3 Tenant shall have as appurtenant to the Leased Premises the right to use, in common with others, the common areas and facilities of the Building as such may be designated by the Landlord at its sole discretion from time to time (but in any event sufficient for access).



10.4 Tenant agrees that, at all times, Tenant's use of electricity and other utilities and services shall never exceed the capacity of the feeders to the Building or the risers or wiring installation in the Building. Tenant shall not install or use or permit the installation or use in, on or about the Leased Premises of any fixture, equipment, machinery, apparatus or system using electric current in excess of the rated electric service without the express prior written consent of Landlord. Tenant shall pay, at its sole cost and expense (and reimburse Landlord, as appropriate and upon billing, as Additional Rent under this Lease), any and all costs and expenses in any way relating to the purchase, installation, operation, maintenance and repair of any additional facilities, wires, pipes, fixtures, equipment, machinery, apparatus, system, and related accessories and appurtenances requested by Tenant for Tenant's use of the Leased Premises.

## 11. CONDITION OF PREMISES - IMPROVEMENTS

11.1 By occupying the Leased Premises, Tenant shall be deemed to accept the same and acknowledge that they comply fully with Landlord's covenants and obligations hereunder. Tenant acknowledges that neither Landlord nor any officer, director, manager, member, shareholder, trustee, employee, servant, agent, contractor or representative of Landlord has made any representation or warranty with respect to the Building or the Leased Premises or with respect to the suitability or fitness of the Building or the Leased Premises for the conduct of Tenant's business or any other purpose.

11.2 During the term of this Lease and any extension or renewal thereof, and any further period during which Tenant shall hold the Leased Premises, or any part thereof, as a Tenant-at-Will or Tenant-at-Sufferance, Tenant at its sole cost and expense shall maintain the Leased Premises in as good condition and repair as when Tenant took possession, reasonable wear and tear, damage by fire or other casualty, and matters for which Landlord is obligated only excepted, and shall repair all damage or injury to the Building and the Leased Premises or to fixtures, equipment, machinery, apparatus, systems, wires, pipes, facilities and related accessories and appurtenances of the Building and the Leased Premises caused by Tenant's installation or removal of its property or resulting from the conduct of Tenant, its officers, directors, trustees, partners, employees, servants, agents, contractors, licensees and invitees.

## 12. ALTERATIONS OR ADDITIONS

12.1 Tenant shall make no alterations, additions, installations, changes or improvements to, in, on or about the Leased Premises without in each instance Landlord's prior written consent having first been obtained. No such consent granted by Landlord in a particular instance shall relieve Tenant of the obligation to obtain such consent in any other instance. Landlord may impose, as a condition to its consent, such requirements as Landlord in its sole reasonable discretion may deem desirable, including, but not limited to, the requirement that Tenant utilize only contractors, materials, mechanics and materialmen reasonably approved by Landlord (who may require Tenant to furnish Landlord with a completion and lien indemnity bond or similar instrument). Without limiting Landlord's discretion, no alteration, addition, installation, change, or improvement shall be made which might weaken or impair the structure of or reduce the value of the Leased Premises or the Building. Notwithstanding the foregoing, Tenant shall have the right to install a security system in the Leased Premises at its own costs, subject to Landlord's prior written consent having first been obtained, the giving of which shall not be unreasonably withheld, conditioned, or delayed.

12.2 All alterations, additions, installations, changes and improvements to, in, or about the Leased Premises made by or on behalf of Tenant, or allowed by Tenant shall be made, purchased and



constructed at Tenant's sole cost and expense (unless otherwise provided in this Lease), and shall be of a quality in materials and workmanship at least equal to the present construction.

12.3 All alterations, additions, installations, changes and improvements constructed, placed or made to, in, on or about the Leased Premises made by or on behalf of Tenant, or allowed by Tenant shall be and become part of the realty and the sole and absolute property of Landlord and shall remain upon and be surrendered with the Leased Premises at the expiration or earlier termination of this Lease. Tenant shall have the right to remove its furniture, trade fixtures, equipment and other personal property from the Leased Premises, but Tenant shall repair, at its sole cost and expense, any damage to the Leased Premises or the Building caused by such removal.

12.4 Tenant warrants and agrees that from and after the Commencement Date, all alterations, additions, installations, changes and improvements to, in, on or about the Leased Premises made by or on behalf of Tenant, or allowed by Tenant, shall comply with and conform to all requirements, rules, regulations, laws, statutes, ordinances, orders and directives of all legally constituted authorities relating thereto. Tenant shall obtain all necessary permits and approvals at its sole cost and expense all applications therefor shall be submitted to Landlord for approval or modification prior to filing, and Landlord shall cooperate with Tenant, at no cost to Landlord, with respect to Tenant's application for all such permits and approvals. Tenant shall give Landlord prior written notice of any inspection of the Leased Premises or related common areas by any governmental authority.

12.5 Tenant hereby indemnifies and holds harmless Landlord and its officers, directors, managers, members, shareholders, trustees, employees, servants, agents and contractors (including without limitation its property managers, and any affiliates thereof, and their respective officers, directors, managers, members, shareholders, trustees, partners, employees, agents, contractors and servants) of, from and against any and all actions, causes of action, claims, costs, damages, debts, demands, expenses, liens, losses, injuries, judgments, fines, penalties and any and all liabilities whatsoever, of every name and nature, including without limitation reasonable attorneys' fees, arising out of, resulting from or in any way relating to the making, construction, placement or use of any alteration, addition, installation, change or improvement to, in, on or about the Leased Premises, unless the same shall arise from the omission, fault, negligence or other misconduct of Landlord or Landlord's employees, agents or contractors acting within the scope of their employment.

### 13. REPAIRS AND MAINTENANCE

13.1 Except as otherwise provided in Article 15 hereof, Landlord shall maintain and repair, the plumbing, steam and electrical systems and other common facilities serving the Leased Premises, as well as the structure of the Building, exterior lighting, slabs, glass, ceilings, common or party walls, as well as the roof and exterior of the Building, and the life safety systems (such as the sprinkler system) serving the Building as may be necessary, in Landlord's reasonable discretion, to keep the same in working, serviceable condition, except to the extent any damage to any of the foregoing is caused by Tenant's actions or omissions (in which case Tenant shall be responsible for the same). Landlord shall provide maintenance of the common areas of the Building, including snow and ice removal, trash removal and window cleaning. Landlord's obligations to provide trash removal only applies in respect to trash in common areas of the Building. Tenant is obligated to remove its own trash from the Leased Premises.

13.2 Tenant shall, at its sole cost and expense, throughout the term of this Lease and any extension or renewal thereof and any further period as Tenant holds the Leased Premises, or any part thereof, as a Tenant-at-Will or Tenant-at-Sufferance, keep and maintain in good and safe condition the

Leased Premises and replace when necessary or appropriate all windows, glass, fixtures, equipment, furnishings, appliances, light bulbs, ballasts and appurtenances and accessories now or hereafter in, on or about the Leased Premises. Tenant shall perform routine maintenance for all HVAC systems serving the Leased Premises and shall be solely responsible for all repairs of the HVAC systems as may be necessary.

#### **14. LIENS**

14.1 Tenant shall not file or record nor allow to be filed or recorded any notice of contract or other lien or encumbrance with respect to work performed by or commissioned by Tenant on the Leased Premises or any alteration, addition, installation, change or improvement relating thereto performed by or commissioned by Tenant or the maintenance and repair thereof performed by or commissioned by Tenant, and if such be filed, Tenant will do all things necessary and pay all costs and expenses in connection with the removal of same, including reasonable attorneys' fees. At Tenant's expense, Landlord may, but shall not be obligated to, after providing Tenant notice of such lien or encumbrance and a reasonable opportunity to cure the same, have such notice of contract or other lien or encumbrance removed, cleared of record, discharged or dissolved, by way of payment or bonding of same or otherwise, at Landlord's sole discretion, without injury as to the validity thereof, and any costs and expenses including reasonable attorneys' fees incurred by Landlord in connection therewith shall be deemed Additional Rent hereunder due from Tenant to Landlord within ten (10) business days following Landlord's written demand.

#### **15. DAMAGE TO BUILDING OR LEASED PREMISES**

15.1 In the event that the Building should be totally destroyed by fire or other casualty, this Lease shall terminate on the date of such destruction.

15.2 In the event the Building should be damaged or destroyed by fire or other casualty to an extent in excess of twenty-five (25%) percent of the aggregate fire insurance then carried on the Building by Landlord, or in the event that the Leased Premises, or any part thereof, or that portion of the Building necessary for Tenant's occupancy and use of the Leased Premises, should be damaged or destroyed by fire or other casualty, Landlord shall commence to rebuild or repair the Building or the Leased Premises, as the case may be, within thirty (30) days following the occurrence of such fire or other casualty and shall proceed with reasonable diligence to restore the Building or the Leased Premises, as the case may be, to its condition prior to the casualty, provided, however, that if such restoration is not substantially completed within one hundred twenty (120) days following the occurrence of such fire or other casualty, Tenant may at its option terminate this Lease upon written notice to Landlord, said notice to be given within the thirty (30) days following the expiration of said one hundred twenty (120) days and such termination to be effective as of the date such notice is given.

15.3 In the event that the Building or the Leased Premises, or any part thereof, are damaged or destroyed by fire or other casualty, not caused by, arising out of, or resulting from any act or omission of Tenant, its officers, directors, trustees, partners, employees, servants, agents, contractors, licensees or invitees or any party claiming under Tenant, a just and proportionate abatement of the Basic Annual Rent and Additional Rent, as provided in Article 3 hereof, shall be made according to the nature and extent of any impairment of Tenant's use of the Leased Premises, until either the Building and the Leased Premises have been restored or this Lease is terminated, all as herein provided.

15.4 Notwithstanding anything contained herein to the contrary, Landlord shall have no obligation to clean, restore, rebuild, repair or replace Tenant's furniture, furnishings, fixtures, decorations,

partitions, equipment, machinery, apparatus, systems, stock-in-trade, inventory, files, records, papers, documents or other personal property which may have been installed, placed, or located in, on or about the Leased Premises by or for Tenant, the same being the sole risk, responsibility, cost and expense of Tenant.

15.5 Notwithstanding anything contained herein to the contrary, in the event any holder of a mortgage or deed of trust on the Building should require that the insurance proceeds payable upon damage or destruction to the Building by fire or other casualty be used to retire all or any part of the debt secured by such mortgage or deed of trust, or in the event any lessor under any underlying or ground lease should require that such proceeds be paid to such lessor, Landlord shall not have any obligation to restore the Building or the Leased Premises and at Landlord's or Tenant's election this Lease shall terminate.

15.6 Any insurance which may be carried by Landlord or Tenant against loss or damage to the Building or to the Leased Premises or the property of either Landlord or Tenant therein shall be for the sole benefit of the party carrying such insurance and under its sole control, provided, however, that the provisions of this Section 15.6 shall not apply to the insurance required to be carried by Tenant under Article 31 of this Lease nor to any insurance carried by Tenant in the event such loss, damage or destruction is caused by, arises out of or results from any act or omission of Tenant, its officers, directors, trustees, partners, employees, servants, agents, contractors, licensees or invitees.

15.7 Tenant acknowledges and agrees that the provisions of this Article 15 shall constitute the sole and exclusive remedies of Tenant in connection with the events set forth herein, and Tenant further acknowledges and agrees that the exercise of any such remedies, including without limitation the termination of this Lease by either Landlord or Tenant, shall constitute a full and complete settlement of any and all claims of and by Tenant against Landlord for restoration of the Premises.

15.8 This Article 15, and each and every provision hereof, shall survive the termination of this Lease and the term hereunder.

## 16. EMINENT DOMAIN

16.1 If the whole or any part of the Leased Premises should be taken or condemned, in any manner, by exercise of the power of eminent domain or sold to a taking or condemning authority under threat of taking or condemnation, or shall receive any direct or consequential damage for which Landlord or Tenant may be entitled to compensation by reason of anything lawfully done in pursuance of any public or other authority (individually and collectively the "Taking"), then, except as hereinafter provided, this Lease shall terminate at the election of Landlord or Tenant provided that written notice is given to the other within sixty (60) days of the date of the Taking, and such election may be made in case of any Taking, even if the entire interest of Landlord shall have been divested by the Taking. If Landlord or Tenant shall not so elect, a just and proportionate abatement of the Basic Annual Rent, as provided in Article 3 hereof, shall be made according to the nature and extent of any impairment of Tenant's use of the Leased Premises, until the Leased Premises or what may remain thereof shall have been put in a condition reasonably suitable for use and occupation as a social club, cafe, nightclub, function facility, and/or all such activated that are reasonably related to the forgoing. Tenant may also terminate this Lease by notice to Landlord following any taking of the entire Leased Premises.

16.2 In the event that there is a Taking of a portion of the Building other than the Leased Premises, and if, in the sole opinion of Landlord, the Taking is so substantial as to render the remainder of the Building uneconomic to operate and maintain despite reasonable reconstruction or remodeling, or

if it would be necessary to alter the Building or Leased Premises materially, Landlord may terminate this Lease by notifying Tenant of such termination within sixty (60) days following the date of the Taking, and this Lease shall end on the date specified in the notice of termination, which shall not be less than sixty (60) days after the giving of such notice.

16.3 No temporary Taking of the Leased Premises and/or of Tenant's rights therein or under this Lease shall terminate this Lease or give Tenant any right to any such abatement of Basic Annual Rent. Any award made to Tenant by reason of any such temporary Taking shall belong entirely to Tenant and Landlord shall not be entitled to share therein.

16.4 Except for the award in the event of a temporary Taking as contemplated in Section 16.3 of this Article 16, Landlord reserves to itself, and Tenant assigns to Landlord, all rights to damages and/or compensation that may accrue on account of any such taking, condemnation or sale or action by any public or other authority, provided that Tenant shall have the right to claim and recover from the taking or condemning authority on account of any cost or loss due to removing its materials, supplies, fixtures, equipment, relocation and moving expenses, and any business interruption award. Subject to the aforementioned, Tenant agrees to execute such further instruments of assignment of such damages and/or compensation as Landlord may from time to time request, and to pay over to Landlord any such damages and compensation that may be received by Tenant.

16.5 This Article 16, and each and every provision hereof, shall survive the termination of this Lease and the term hereunder.

## 17. DEFAULT

17.1 Each of the following events shall be deemed to be an event of default by Tenant under this Lease:

(a) If Tenant shall fail to pay any installment of Basic Annual Rent, Additional Rent or any other amounts or charges payable by Tenant under this Lease and such failure shall continue for a period of five (5) days after notice thereof to Tenant,

(b) If Tenant shall fail, after notice specified in subsection 17.1(a) above having been given by Landlord twice in any twelve month period, to pay any installment of Basic Annual Rent, Additional Rent or any other amounts or charges payable by Tenant under this Lease on or before the date on which the same becomes due and payable.

(c) If Tenant shall fail to perform or observe any term or condition of this Lease which, because of its character, would immediately jeopardize Landlord's interest (such as, but without limitation, failure to maintain insurance required to be carried by Tenant hereunder) and Tenant fails to immediately take all necessary action to begin to cure such failure and such failure shall continue for a period of five (5) days after notice thereof to Tenant.

(d) If Tenant shall fail to comply with any term, provision, condition or covenant of this Lease, other than those pertaining to the payment of money, and shall not cure such failure within fifteen (15) days after written notice thereof to Tenant; provided that if such default is curable but is of such a nature that the cure thereof cannot be completed within such period, Tenant shall not be deemed to be in default hereunder if Tenant commences such cure promptly upon receipt of such notice and diligently prosecutes the same to completion as reasonably promptly thereafter as possible.

(e) If Tenant shall fail to perform its obligations of maintenance or repair as provided in this Lease in any material respect and shall fail to cure the same within fifteen (15) days after notice.

(f) If Tenant shall make an assignment for the benefit of creditors, or if the estate created hereby shall be taken on execution or by other process of law.

(g) If Tenant shall file a petition under any section or chapter of the federal Bankruptcy Code, as amended from time to time, or under any similar law or statute of the United States or any State thereof pertaining to bankruptcy, insolvency or debtor relief, or Tenant shall have a petition or other proceedings filed against Tenant under any law or chapter thereof and such petition or proceedings shall not be vacated or set aside within sixty (60) days after such filing.

(h) If a receiver, guarding, conservator, trustee or other officer shall be appointed to take charge of all or any substantial part of the assets or property of Tenant and such appointment shall not be terminated and possession of such assets and property restored to Tenant within sixty (60) days after such appointment.

(i) If Tenant shall abandon the Leased Premises and the same shall remain unoccupied for more than fourteen (14) days thereafter.

(j) If Tenant shall default under the Liquor License Agreement attached hereto as Exhibit C.

## 18. RIGHTS OF LANDLORD UNDER DEFAULT

18.1 Upon the occurrence of any event of default by Tenant, Landlord shall be entitled to all of the rights and remedies available to Landlord at law or in equity, including without limitation the right to do any one or more of the following:

(a) In the event of default by Tenant in the payment of any installment of Basic Annual Rent, Additional Rent or any other amounts or charges payable by Tenant hereunder, terminate this Lease by at least fourteen (14) days' notice to Tenant, or other such notice as may be permitted by any law now or hereafter in force, and recover from Tenant all rent and other amounts payable to Landlord under this Lease as of the date of termination.

(b) In the event of any other default, terminate this Lease by at least five (5) days' notice.

(c) Recover from Tenant any and all installments of Basic Annual Rent, Additional Rent and other amounts and charges due under this Lease as and when due and any other damages suffered by Landlord as a result of Tenant's failure to perform its obligations under this Lease.

(d) Enforce any and all lien rights and security interests.

(e) Terminate any and all subleases, licenses, concessions or other arrangements for possession entered into by Tenant and affecting the Leased Premises; or, at Landlord's option by notice to Tenant, succeed to Tenant's interest in any or all such subleases, licenses, concessions or arrangements, whereupon Tenant shall have no further right to or interest in the rent or other consideration receivable thereunder.

(f) Maintain an action to recover possession of the Leased Premises with or without formal demand or re-entry.

(g) Enter into and upon the Leased Premises or any part thereof in the name of the whole and repossess the same as of Landlord's former estate and remove all persons and property therefrom without being guilty of any manner or trespass in compliance with applicable law.

18.2 The rights and remedies available to Landlord pursuant to Section 18.1 of this Article 18, including those specifically enumerated and those otherwise available to Landlord at law or in equity, shall be cumulative and non-exclusive, and the exercise by Landlord of any such rights or remedies shall not prevent Landlord from exercising any other such right or remedy. In no event will Landlord's exercise of any right or remedy provided for by this Article 18 terminate this Lease unless and until accompanied by Landlord's notice of termination to Tenant.

18.3 No waiver by Landlord or Tenant of any violation, breach or default of any of the terms, provisions, conditions and covenants herein contained shall be deemed or construed to constitute a waiver of any other or later violation, breach, or default of the same or any other of the terms, provisions, conditions and covenants herein contained. Forbearance by Landlord in enforcement of one or more of the remedies herein provided to Landlord following the occurrence of any default, whether or not known to Landlord, shall not be deemed a waiver of any such default.

18.4 Tenant covenants and agrees, notwithstanding any such termination, entry or re-entry by Landlord, by any means whatsoever, to pay and be liable for, on the days originally fixed herein for the payment thereof, amounts equal to the several installments of Basic Annual Rent, Additional Rent and other amounts and charges reserved as would, under the terms of this Lease, become due if this Lease had not been terminated or if Landlord had not entered or re-entered, as aforesaid, and whether the Leased Premises be relet or remain vacant, in whole or in part, or for a period less than the remainder of the term hereof, and for the whole thereof, but, in the event the Leased Premises, or any part thereof, be relet by Landlord, Tenant shall be entitled to a credit in the net amount of rent received by Landlord in reletting (Landlord hereby agreeing to use reasonable efforts to re-let), after deduction of all costs and expenses incurred in reletting the Leased Premises, or any part thereof (including, without limitation, remodeling, alteration and improvement costs and expenses, attorneys' and brokerage fees, and the like), and in collecting the rent in connection therewith, in the following manner:

(a) Amounts received by Landlord from Tenant after reletting shall first be applied against such costs and expenses of Landlord, until the same are completely recovered, and until such recover, Tenant shall pay, as of each day when a payment would fall due under this Lease, the amount which Tenant is obligated to pay under the terms of this Lease (Tenant's liability prior to any such reletting and such recovery not in any way to be diminished as a result of the fact that reletting might be for Basic Annual Rent, Additional Rent or other amounts and charges higher than those provided for in this Lease); when and if such costs and expenses have been completely recovered, the amounts received thereafter by Landlord from reletting shall be credited against Tenant's obligations as of each day when a payment would fall due under this Lease, and only the net amount, if any, remaining to be paid shall be payable by Tenant, provided, however, that amounts received by Landlord from such reletting for any period shall be credited only against obligations of Tenant allocable to such period, and shall not be credited against obligations of Tenant hereunder accruing subsequent or prior to such period; nor shall any credit of any kind be



due for any period after the date when the term of this Lease would otherwise expire according to its terms.

(b) As an alternative, at the election and in the sole discretion of Landlord, Tenant shall, upon termination or at any time thereafter, pay to Landlord, as damages, such a sum as at such time represents the amount of the excess, if any, of the then value of the total rent and other benefits which would have accrued to Landlord under this Lease for the remainder of the term of this Lease if the terms, provisions, conditions and covenants of this Lease had been fully complied with by Tenant, over and above the then cash rental value (in advance) of the Leased Premises for the balance of such term.

18.5 Without limiting any of Landlord's rights and remedies under this Lease and in addition to all other amounts Tenant is otherwise obligated to pay, Landlord shall be entitled to recover from Tenant all costs and expenses, including reasonable attorneys' fees, incurred by Landlord in enforcing this Lease.

18.6 This Article 18, and each and every provision hereof, shall survive the expiration or earlier termination of this Lease and the term hereunder.

## **19. SURRENDER OF LEASED PREMISES; REMOVAL OF PROPERTY**

19.1 No act or thing done by Landlord or any officer, director, trustee, employee, servant, agent or contractor of Landlord during the term hereof shall be deemed to constitute an acceptance by Landlord of a surrender of the Leased Premises unless such intent is specifically acknowledged in a writing signed by Landlord. The delivery of keys to the Leased Premises to Landlord or any officer, director, trustee, employee, servant, agent or contractor of Landlord shall not constitute a surrender of the Leased Premises or effect a termination of this Lease, whether or not the keys are thereafter retained by Landlord, and, notwithstanding such delivery, Tenant shall be entitled to the return of such keys at any reasonable time upon request until this Lease shall have been properly terminated. The voluntary surrender of the Leased Premises by Tenant, whether accepted by Landlord or not, or a mutual termination of this Lease, shall not work a merger, and at the option of Landlord shall operate as an assignment to Landlord of all subleases or subtenancies affecting the Leased Premises.

19.2 Upon the expiration of the term of this Lease, or upon any earlier termination of this Lease, Tenant shall quit and surrender possession of the Leased Premises to Landlord in as good order and condition as when Tenant took possession and as thereafter improved by Landlord and/or Tenant, damage by fire or other casualty, reasonable wear and tear (which shall not be deemed to include holes in floors, walls or ceilings or special wiring caused by the installation or removal of Tenant's furnishings, furniture, equipment, machinery, systems, appliances, apparatus and appurtenances) only excepted. Upon such expiration or termination, Tenant shall, without expense to Landlord, remove or cause to be removed from the Leased Premises all debris and rubbish, and all items of furniture, equipment, machinery, systems, appliances, apparatus and other articles of personal property belonging to Tenant or installed or placed by Tenant in the Leased Premises, and such similar articles of any other persons claiming under Tenant, and Tenant shall repair at its sole cost and expense all damage to the Leased Premises and Building resulting from such removal.

19.3 If at the expiration or earlier termination of this Lease, Tenant shall fail to remove from the Leased Premises any property which Tenant shall be required under this Lease to remove, Landlord may, at its option and without prejudice to any other rights Landlord may have against Tenant on account thereof, remove and store in any public warehouse or elsewhere in the name and at the risk and sole

expense of Tenant any or all such property and/or sell at public or private sale without notice any or all such property and apply the net proceeds of such sale to the payment of any sums due hereunder, and Landlord shall not be liable to Tenant or any other person in any manner whatsoever by reason of such removal or sale or anything done in connection therewith, except to apply the net proceeds of any such sale as aforesaid.

19.4 All fixtures, alterations, additions, installations, changes, repairs, improvements and/or appurtenances attached to or built into or on or about the Leased Premises prior to or during the term hereof, whether by Landlord at its expense or at the expense of Tenant, or by Tenant at its expense, or by previous occupants of the Leased Premises, shall be and remain part of the Leased Premises and shall not be removed by Tenant at the expiration or earlier termination of this Lease. Such fixtures, alterations, additions, installations, changes, repairs, improvements and/or appurtenances shall include, without limitation, floor coverings, paneling, molding, doors, plumbing systems, electrical systems, lighting systems, all fixtures and outlets for the systems mentioned above and for all telephone, radio, telegraph and television purposes, and any special floor, wall and ceiling installations. Notwithstanding the foregoing, Landlord may, in its sole discretion, require Tenant, at Tenant's sole cost and expense, to repair any damage to the Building and Leased Premises occasioned by the installation, construction, or operation of such Tenant's fixtures, alterations, additions, installations, changes, repairs, improvements and/or appurtenances. If Tenant shall fail to repair such damage, Landlord may do so and may charge the reasonable cost thereof to Tenant.

19.5 This Article 19, and each and every provision hereof, shall survive the expiration or earlier termination of this Lease and the term hereunder.

## 20. COSTS OF SUIT; ATTORNEYS' FEES

20.1 If Landlord shall bring any action for any relief, declaratory or otherwise, against the Tenant arising out of or under this Lease, or in any way relating to the Leased Premises or the Building including without limitation any suit by Landlord for the recovery of any installment of Basic Annual Rent, Additional Rent, or other amounts or charges payable by Tenant under this Lease, or for the recovery of possession of the Leased Premises, and the Landlord prevails in such a suit, the Tenant shall pay to Landlord its costs of suit, including, without limitation, a reasonable sum for attorneys' fees in such suit, and such attorneys' fees shall be deemed to have accrued on the commencement of such action and shall be paid whether or not such action is contested or prosecuted to judgment.

20.2 In the event that Landlord shall, without fault on Landlord's part, be made party to any litigation or arbitration instituted by Tenant or by any third party against Tenant, or by or against any person holding under or using the Leased Premises by license of Tenant, or for the foreclosure of any lien for labor or material furnished to or for Tenant or any such other person or otherwise arising out of or resulting from any action or transaction of Tenant or of any such other person, Tenant hereby indemnifies and holds Landlord harmless from and against any judgment rendered against Landlord or the Building or any part thereof, and all costs and expenses, including reasonable attorneys' fees, incurred by Landlord in connection with such litigation and arbitration.

20.3 This Article 20, and each and every provision hereof, shall survive the expiration or earlier termination of this Lease and the term hereunder.

## 21. ASSIGNMENT AND SUBLETTING



21.1 Except as hereinafter provided, Tenant shall not sublet (which term shall include, without limitation, the granting of concessions, licenses and the like) all or any part of the Leased Premises nor assign this Lease without, in each instance, the prior written consent of Landlord thereto has been obtained and any unauthorized assignment or sublease shall be null and void. The Landlord's consent to a request for an assignment or sublease of the Lease shall not be unreasonably withheld, delayed or conditioned so long as in Landlord's reasonable judgment, the proposed subtenant or assignee has sufficient financial assets/financial security to make payments of amounts due under this Lease. The transfer of a controlling interest in Tenant to any person or entity not affiliated with Tenant shall operate as an assignment for the Purposes of this Section. Neither this Lease nor the Leased Premises, or any part thereof, shall be mortgaged by Tenant, nor shall Tenant mortgage, assign, pledge or otherwise transfer the interest of Tenant in and to any sublease or the rentals payable thereunder. Any such mortgage and any such sublease, assignment, pledge or transfer made in violation of this Section 21.1 shall be void and at Landlord's election shall terminate this Lease.

21.2 It shall be a condition of the validity of any consented-to assignment that the assignee agree in writing directly with Landlord, in substance and form satisfactory to Landlord, to be bound by all the obligations of Tenant hereunder, including, without limitation, the obligation to use the Leased Premises only for the purposes provided for herein, to pay the Basic Annual Rent, Additional Rent, and other amounts and charges payable under this Lease when due and to covenant against further assignment and subletting; and it shall be a further condition of the validity of any assignment or sublease that Tenant shall agree in writing, in substance and form satisfactory to Landlord, to pay to Landlord any and all amounts and consideration received at any time by Tenant from or on behalf of the assignee or subtenant in excess of the Basic Annual Rent, attributable to that portion of the Leased Premises so assigned or sublet, whether received by Tenant in the form of rent, additional rent, lump sum or installment payments or otherwise, for the entire period of such assignment or sublease, or any part thereof, but Tenant shall not be required to make any payment to Landlord on account of amounts received by Tenant from the sale of its furniture, trade fixtures, inventory or tangible personal property on the Leased Premises or sale of the business.

21.3 No such assignment or subletting shall relieve Tenant named herein of any of the obligations of Tenant hereunder, but Tenant named herein shall remain fully liable for the obligations of Tenant hereunder, including, without limitation, the obligation to pay Basic Annual Rent, Additional Rent and other amounts and charges provided for in this Lease.

21.4 Tenant shall, within ten (10) business days following Landlord's written demand, reimburse Landlord for the reasonable legal fees and expenses incurred by Landlord in connection with any assignment or subletting of the Leased Premises, or any part thereof, and any request by Tenant therefor, not to exceed two thousand dollars (\$2,000) per request. Without limitation, if Tenant shall request Landlord's consent or joinder in any instrument pertaining to this Lease, Tenant will promptly reimburse Landlord for the reasonable legal fees and expenses incurred by Landlord in processing such request, whether or not Landlord complies therewith; and if Tenant shall fail promptly so to reimburse Landlord, such failure shall entitle Landlord to exercise any and all remedies available to Landlord hereunder upon Tenant's default.

21.5 In the event that Tenant assigns this Lease or enters into a sublease, as to all or any portion of the Leased Premises, Tenant shall pay Landlord fifty percent (50%) of any Excess Consideration (as hereinafter defined) received by Tenant. For the purposes of this Section 21.5, Excess Consideration shall mean any consideration received by Tenant for assigning this Lease or subleasing all or any portion of the

Leased Premises, less the rent payable to Landlord hereunder and less Tenant's reasonable marketing costs, legal fees, improvement costs and brokerage fees borne by Tenant in so assigning or subleasing. Excess Consideration is not intended to apply to any consideration received for the sale of Tenant's business.

## 22. TRANSFER OF LANDLORD'S INTEREST

22.1 Landlord shall have the right to sell or transfer the Building, or the Leased Premises, or any part of either, and Landlord's interest therein, subject to all of the provisions of this Lease. In the event of any transfer of Landlord's interest in the Building or Leased Premises, other than a transfer for security purposes only, the transferor shall be automatically relieved of any and all obligations and liabilities on the part of Landlord accruing from and after the date of such transfer, including, without limitation, the obligation of Landlord to return the Security Deposit as provided in this Lease; provided that the transferor shall, within a reasonable time, transfer any Security Deposit then held by Landlord, or any portion thereof remaining after proper deductions therefrom, to the transferee and shall thereafter notify Tenant of such transfer, of any claims made against the Security Deposit, and of the transferee's name and address, by written notice delivered personally (in which case Tenant shall acknowledge receipt of such notice by signing Landlord's copy of such notice) or by registered or certified mail.

## 23. HOLDING OVER

23.1 In the event Tenant holds, occupies or detains the Leased Premises or any part thereof after the expiration or earlier termination of this Lease, with or without the express or implied consent of Landlord, Tenant shall be deemed a Tenant-at-Sufferance only, and such Tenancy-at-Sufferance shall not constitute a renewal hereof or an extension for any further term or the creation of a Tenancy-at-Will, and in such event, Tenant shall pay to Landlord on the first day of each month in advance basic monthly rent in an amount equal to one and one-half (1.5x) the amount of the monthly installment of Basic Annual Rent, as provided in Article 3 hereof for the last full month of the tenancy hereunder. Such Tenancy-at-Sufferance shall be subject to every other term, provision, condition, covenant and agreement contained herein, including without limitation the obligation of Tenant to pay the Additional Rent as provided in this Lease. Nothing contained in this Section 23.1 shall be construed as consent by Landlord to any holding over by Tenant and Landlord expressly reserves the right to require Tenant to surrender possession of the Leased Premises to Landlord as provided in this Lease upon the expiration or earlier termination of this Lease, to commence suit at any time to recover possession of the Leased Premises and recover all installments of Basic Annual Rent, Additional Rent and other amounts and charges due hereunder, and to apply payments received by Landlord from Tenant on account and not as payment in full or in accord and satisfaction.

23.2 This Article 23, and each and every provision hereof, shall survive the expiration or earlier termination of this Lease and the term hereunder.

## 24. NOTICES

24.1 In every case when, under the provisions of this Lease, it shall be necessary or desirable for one party hereto to serve any notice or demand on the other, such notice or demand shall be in writing and shall be served personally or by deposit in the United States mail, postage fully prepaid, registered or certified mail, with return receipt or by a nationally recognized overnight carrier, addressed as follows:

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If to Landlord: c/o LBC Boston  
1512 Hancock Street  
Quincy, MA 02169

If to Tenant: At the Leased Premises

Landlord or Tenant may, from time to time, by notice in writing served upon the other as aforesaid, designate a different mailing address or a different person to whom all such notices or demands are thereafter to be addressed. Service of any such notice or demand if given personally shall be deemed complete upon delivery, and if made by mail shall be deemed complete on the day of actual delivery or refusal as shown by the addressee's registry or certification receipt.

## 25. QUIET ENJOYMENT; ACCESS

25.1 Landlord covenants that Tenant, upon timely paying each and every installment of Basic Annual Rent, Additional Rent and other amounts and charges payable under this Lease and performing each and every term, provision, condition, covenant and agreement of this Lease on Tenant's part to be performed, shall and may peaceably and quietly have, hold and enjoy the Leased Premises for the term of this Lease. Tenant shall have access to the Leased Premises 24 hours per day, 7 days a week, 52 weeks a year except in the event of emergencies or contingencies outside of Landlord's reasonable control.

25.2 Notwithstanding anything to the contrary herein, a third party, Rainbow ADHC of Allston, LLC (this company occupying a premises adjacent to the Building), or its affiliate, shall have the right to use and access the kitchen of the Leased Premises seven days per week from 6:00 A.M. until 2:30 P.M. for the entirety of the Lease Term, pursuant to an agreement between Tenant and Rainbow ADHC of Allston, LLC in the form attached hereto as Exhibit B.

## 26. COMPLIANCE WITH LAW

26.1 Tenant shall comply with all laws, statutes, ordinances, rules, regulations, orders and directives of governmental and quasi-governmental bodies and authorities having jurisdiction over Tenant, the Leased Premises, and the Building, from time to time, and shall obtain and keep in effect all licenses, permits, approvals and other authorizations required with respect to the business or businesses conducted by Tenant at, within or from the Leased Premises. Notwithstanding any language to the contrary contained in this Paragraph 26, Tenant shall have no obligation to expend any funds to correct or change any system or structural element of the Leased Premises or Building so as to comply with any laws. Tenant and its officers, directors, partners, employees, servants, agents, contractors, licensees and invitees shall also comply with all reasonable rules and regulations which Landlord may adopt from time to time for the protection and welfare of the Building and its tenants and occupants, provided that such rules shall not result in any increase in cost to Tenant hereunder and provided Landlord shall apply such rules and regulations uniformly to all tenants of the Building. Landlord shall have no liability to Tenant for the failure of any other tenant in the Building to observe the law or any statute, ordinance, rule, regulation, order or directive. The parties acknowledge and agree that in the event of any inconsistency between this Lease and the rules and regulations, as the same may be amended, the terms and provisions of this Lease shall control.

## 27. ESTOPPEL CERTIFICATE BY TENANT

27.1 At any time and from time to time, upon not less than fifteen (15) days' prior written request by Landlord, Tenant shall execute, acknowledge and deliver to the Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as modified and stating the modifications), that Tenant has no right of reduction, abatement or set-off against the rent or any other charge payable to Landlord, (or, if so, a statement of any such rights), the amount of any security deposited by Tenant, the dates to which the Basic Annual Rent, Additional Rent and other amounts and charges have been paid in advance, and any increases or decreases of rent that are anticipated, it being intended that any such statement delivered pursuant to this Section 27.1 may be relied upon by any purchaser of the fee or mortgagee or beneficiary or assignee of any mortgage or trust deed upon the fee of the Building or Leased Premises. Landlord shall be responsible for delivering a copy of the estoppel certificate to Tenant for execution.

## **28. SUBORDINATION AND ATTORNMENT**

28.1 This Lease is and at all times shall be subject and subordinate to any ground or underlying leases, mortgages, trust deeds or like encumbrances, which may now or hereafter affect the Building or Leased Premises, and to all renewals, modifications, consolidations, replacements and extensions of any such lease, mortgage, trust deed or like encumbrance. This clause shall be self-operative and no further instrument of subordination shall be required in order to effectuate the subordination. Tenant nonetheless agrees that, at the request of Landlord or any party to a ground or underlying lease or any holder of a note secured by a mortgage or like encumbrance, Tenant will execute any certificate or document reflecting the subordination of this Lease to such ground or underlying lease or to the lien of any mortgage or like encumbrance now or hereafter placed upon the Building or Leased Premises. In the event of the sale of the Building upon foreclosure or upon the exercise of a power of sale, or by transfer in lieu of foreclosure, Tenant agrees, upon the written request of the purchaser or transferee, to attorn to the purchaser or transferee and recognize the purchaser or transferee as the Landlord under this Lease and to continue to be bound by the terms of this Lease. The Landlord shall engage in business reasonable efforts to assist Tenant in receiving a so-called Subordination and Non-Disturbance Agreement ("SNDA") from the holder of any existing mortgagee or any future mortgagee and/or any existing or future ground lessor reasonably satisfactory to the Tenant which SNDA shall state that the Tenant's rights under this Lease will not be disturbed in the event of foreclosure provided that Tenant is not in default of any of the terms of this Lease after the expiration of any applicable notice and cure period.

## **29. RIGHTS RESERVED TO LANDLORD**

29.1 All portions of the Building are reserved to Landlord including exterior building walls, core corridor walls and doors and any core corridor entrance, but excluding the Leased Premises and the inside surfaces of all walls, windows and doors bounding the Leased Premises. Landlord also reserves any space in or adjacent to the Leased Premises used for shafts, stacks, pipes, conduits, fan rooms, ducts, electric or other utilities, sinks or other building facilities, and the use thereof, as well as the right to access thereto through the Leased Premises for the purposes of operation, maintenance, replacement and repair subject to Section 29.2(a).

29.2 Without in any way limiting Landlord's other rights, Landlord shall have the following rights exercisable without notice (except as expressly set forth below) and without effecting an eviction or disturbance of Tenant's use or possession or giving rise to any claim for reduction, set-off or abatement of rent:

- (a) To enter the Leased Premises at all reasonable times and with reasonable notice to Tenant (except in the event of an emergency) during the term of this Lease for the purpose of inspecting the same, performing such maintenance and repair as may be required or permitted of Landlord hereunder, and, starting on the date nine months prior to the end of the Term exhibiting the Leased Premises to prospective tenants, purchasers or others; provided that Landlord shall use reasonable efforts not to disturb Tenant's use and occupancy.
- (b) To change the name or street address of the Leased Premises or the Building, with thirty (30) days written notice to Tenant.
- (c) To install and maintain signs on the exterior and interior of the Building, except within the Leased Premises.
- (d) To have pass keys to the Leased Premises.
- (e) [reserved]
- (f) To have access to all mail chutes according to the rules of the United States Postal Service.
- (g) To do or permit to be done any work to, in, on, or about the Building or any adjacent or nearby building, land, street or alley provided such work does not interfere with Tenant's access to the Leased Premises.
- (h) To grant to anyone the exclusive right to conduct any business or render any service in the Building, provided such exclusive right shall not operate to exclude Tenant from the use expressly permitted under this Lease.

### **30. FORCE MAJEURE CLAUSE**

30.1 Wherever there is provided in this Lease a time limitation for performance by Landlord or Tenant of any construction, repair, maintenance or service or other non-monetary obligation of such party under this Lease, the time provided for shall be extended for as long as and to the extent that delay in complying with such limitation is due to an act of God, governmental control or other factors beyond the reasonable control of Landlord or Tenant, respectively.

30.2 In regard to epidemics, pandemics, widespread diseases or viruses, quarantines, acts of Government, and/or public health emergencies (including, but not limited to, COVID-19), which requires the closure or limitation of the operations at the Leased Premises, Tenant shall be required to continue to pay all Rent due hereunder.

### **31. INDEMNITY AND INSURANCE**

31.1 Tenant hereby indemnifies and holds Landlord, its trustees, directors, partners, officers, managers, members, shareholders employees, servants, agents and contractors (including without limitation its property managers, and any affiliates thereof, and their respective officers, directors, managers, members, shareholders, trustees, partners, employees, servants, agents and contractors) harmless of, from and against any and all actions, causes of action, claims, costs, damages, debts, demands, expenses, liens, losses, injuries, judgments, fines, penalties, and any and all liabilities whatsoever, of every

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name and nature, including without limitation attorneys' fees, whether on account of injury to persons (including death) or property or otherwise, caused by, arising out of or resulting from the use of the Leased Premises or the Building by Tenant, its officers, directors, managers, members, shareholders, trustees, partners, employees, servants, agents, contractors, licensees or invitees, or the conduct of Tenant's business, trade or profession, or any activity, work or thing done, permitted or suffered by Tenant in, on, or about the Leased Premises or the Building, or any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or any act or omission on the part of Tenant, its officers, directors, members, managers, shareholders, trustees, partners, employees, servants, agents, contractors, licensees or invitees, excepting only as the same may arise from the omission, fault, negligence or other misconduct of Landlord or Landlord's employees, agents or contractors acting within the scope of their employment; and Tenant hereby agrees to and shall defend Landlord, its directors, trustees, partners, officers, members, managers, shareholders, employees, servants, agents and contractors (including without limitation its property managers, and any affiliates thereof, and their respective directors, trustees, partners, officers, members, managers, shareholders, employees, servants, agents and contractors) against the same, at Tenant's sole cost and expense including without limitation the payment by Tenant of the reasonable fees, disbursements and expenses of attorneys, to be approved by Landlord, retained in such defense. This Section 31.1, and each and every provision hereof, shall survive the expiration or earlier termination of this Lease with respect to any and all matters occurring during the term hereof, or any extension or renewal thereof, or any further period during which Tenant shall hold the Leased Premises as a Tenant-at-Will or Tenant-at-Sufferance .

31.2 Tenant shall, at its sole cost and expense, maintain, with respect to the Leased Premises, commercial general liability insurance (which shall include, without limitation, contractual liability coverage insuring the indemnity provisions contained in this Lease) in amounts and with insurance companies licensed in Massachusetts, but in any event in amounts not less than \$2,000,000 for personal injury or death in any single occurrence and in the aggregate and \$500,000 for property damage.

31.3 Tenant shall maintain a liquor liability insurance policy with a limit of not less than \$2,000,000.

31.4 Tenant may, in its discretion and at its sole cost and expense, maintain additional insurance with respect to any theft, damage, destruction or other loss of Tenant's furniture, furnishings, fixtures, decorations, partitions, equipment, machinery, apparatus, appliances, systems, stock-in-trade, inventory, files, records, papers, documents, alterations, additions, installations, changes, and other improvements and property which may have been installed, placed, located, constructed or made to, in, on or upon the Leased Premises by or for Tenant, and with respect to any interruption, interference with or discontinuance of Tenant's business, at, in, on or from the Leased Premises, it being understood and agreed that all of the foregoing shall be at the sole risk, obligation, responsibility, cost and expense of Tenant.

31.5 All such insurance shall become effective no later than the Commencement Date, shall be maintained for the term of this Lease and any extension or renewal thereof and any further period during which Tenant holds the Leased Premises, or any part thereof, as a Tenant-at-Will or Tenant-at-Sufferance, shall name Landlord, and, to the extent designated by Landlord in writing to Tenant, its property managers, affiliates and the holders of any first mortgage, and the lessors under any underlying lease, as additional insured and shall otherwise be reasonably satisfactory to Landlord in all respects. Tenant shall furnish Landlord with certificates of the policy or policies of such insurance on the Commencement Date and thereafter Tenant shall furnish to Landlord such evidence of the coverage required hereunder as Landlord may from time to time reasonably request. Tenant shall have the right to provide its required insurance coverage pursuant to blanket policies obtained by the Tenant.



31.6 Any insurance policy insuring Tenant's property shall provide that Tenant's insurer shall not acquire by subrogation any right of recovery which Tenant has expressly waived in writing prior to the occurrence of the loss. Tenant hereby waives any right of recovery against Landlord, its directors, trustees, partners, officers, managers, members, shareholders, employees, servants, agents and contractors (including without limitation its property managers and any affiliates thereof, and their respective directors, trustees, partners, officers, employees, servants, agents and contractors), for any theft or loss of or damage or destruction to Tenant's property. Any insurance policy insuring Landlord's property shall provide that Landlord's insurer shall not acquire by subrogation any right of recovery which Landlord has expressly waived in writing prior to the occurrence of the loss. Landlord hereby waives any right of recovery against Tenant, its directors, trustees, partners, officers, managers, members, shareholders, employees, servants, agents and contractors for any theft or loss of or any loss or damage to Landlord's property. If any additional premium would be incurred by reason of the foregoing waiver by either Tenant or Landlord, the party upon whom such additional premium would be imposed shall promptly notify the other, and the other party shall pay such additional premium. This Section 31.6 shall survive the expiration or earlier termination of this Lease and the term hereunder.

31.7 Tenant shall not suffer or permit any condition increasing the premium of, and shall not violate or permit to be violated any of the policies of, insurance carried by Landlord and brought to the notice of Tenant. Landlord represents and warrants that the uses permitted under this Lease do not increase the premium of or violate any of the policies of insurance carried by Landlord. Landlord further represents and warrants that so long as Tenant's uses the Leased Premises consistent with the permitted uses under this Lease, such use shall not be deemed a breach of this Section 31.7 irrespective of the terms of any insurance policy held by Landlord. Promptly after execution of this Lease, Landlord will provide to Tenant copies of all of its insurance policies related to the Leased Premises and the Building.

**32. [OMITTED]**

**33. MISCELLANEOUS**

33.1 No receipt of money by Landlord from Tenant after the termination of this Lease, the service of any notice or demand, or the commencement of any suit or final judgment for possession, shall reinstate, continue or extend the term of this Lease or effect any such notice, demand, suit or judgment.

33.2 If any provision of this Lease or its application to any person or circumstances shall be determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is so determined invalid or unenforceable to any extent, shall not be affected thereby, and each provision hereof shall be severable and valid and shall be enforced to the fullest extent permitted by law; and it is the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that may be determined illegal, invalid or unenforceable, there be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible to render the same legal, valid and enforceable.

33.3 The covenants and obligations of Tenant pursuant to this Lease shall be independent of performance by Landlord of the covenants and obligations of Landlord pursuant to this Lease.

33.4 The headings of Articles and Sections of this Lease are for convenience only and do not define or limit the contents thereof. References made in this Lease to numbered Articles, Sections,

DS DS  
SPR AL

Subsections, Paragraphs, and Subparagraphs shall refer to the numbered Articles, Sections, Subsections, Paragraphs, and Subparagraphs of this Lease unless otherwise indicated.

33.5 Where appropriate, words in the singular, including without limitation the words "Landlord" and "Tenant," include the plural, and vice versa. Words in the neuter gender include the masculine and feminine genders, and vice versa, and words in the masculine gender include the feminine and neuter genders, and vice versa. As used herein, the term "including" shall be deemed to be inclusive and non-exhaustive.

33.6 If there be more than one Tenant, at any time or from time to time, the obligations hereunder imposed upon Tenant shall be joint and several.

33.7 Time is of the essence of this Lease. Failure of either party to perform and act strictly within the applicable period specified herein shall entitle the other to exercise all remedies herein contemplated.

33.8 This Lease shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

33.9 This Lease, along with any riders, exhibits and attachments or other documents affixed to or referred to in this instrument (all of which riders, exhibits, attachments and other documents are hereby incorporated into this instrument by this reference), constitutes the entire and exclusive agreement between Landlord and Tenant relating to the Leased Premises, and this Lease and said riders, exhibits and attachments and other documents may be altered, amended, modified or revoked only by an instrument in writing signed by all of the parties hereto. All prior or contemporaneous agreements, understandings and/or practices relative to the leasing of the Leased Premises are revoked hereby. References in this instrument to this "Lease" shall mean, refer to and include this Lease as well as any riders, exhibits, attachments or other documents affixed to or referred to in this instrument, and references to any term, provision, covenant, condition, obligation, agreement and/or undertaking "herein," "hereunder" or "pursuant hereto" (or language of like import) shall mean, refer to and include the terms, provisions, covenants, conditions, obligations, agreements and undertakings existing pursuant to this Lease and any riders, exhibits, attachments or other documents affixed to or referred to in this Lease. All terms defined in this Lease shall be deemed to have the same meanings in all riders, exhibits, attachments or other documents affixed to or referred to in this Lease unless the context thereof clearly requires the contrary.

33.10 Notwithstanding anything contained in this Lease to the contrary, Tenant hereby consents to amendment of this Lease as and to the extent required by any lender which makes a loan to Landlord secured in whole or in part by the Building, provided, however, that (i) the provisions of this Lease relating to Basic Annual Rent, Additional Rent and use of the Leased Premises or any other material terms of this Lease shall not be amended without Tenant's additional written consent thereto and (ii) any such amendment shall not increase Tenant's obligations under this Lease or derogate from Tenant's rights under this Lease.

33.11 Landlord and Tenant each represents and warrants to the other that it has dealt with no broker or agent in connection with this Lease other than SVN Parsons Commercial Group (the "Broker"). Landlord and Tenant each agrees to indemnify and hold the other harmless from and against any and all costs, expenses, and liabilities (including reasonable attorneys' fees) that the other may incur as a result of a claim by any broker or agent other than the Broker alleging to have acted on behalf of the



indemnifying party with respect to this Lease. Landlord agrees to pay the brokerage commission of Broker pursuant to a separate written agreement(s).

33.12 The parties hereto understand and agree that the obligations of Landlord and Tenant pursuant to this Lease do not constitute personal obligations of the shareholders, members, managers, directors, trustees, partners, officers, employees, servants, agents or contractors (including without limitation its property managers, and any affiliates thereof, and their respective directors, trustees, partners, officers, managers, members, employees, servants, agents and contractors) of Landlord and Tenant, and the Tenant shall look solely to the assets of Landlord for the satisfaction of any liability or obligation of Landlord pursuant to this Lease. In no event shall either party to liable to the other for consequential and/or punitive damages arising from this Lease.

33.13 Subject to the provisions of Chapter 186, Section 15D, of the Massachusetts General Laws, submission of this Lease for examination, even though executed by Tenant, shall not bind Landlord or Tenant in any manner and no lease or other obligation on the part of Landlord or Tenant shall arise until this Lease is executed and delivered by both Landlord and Tenant. This Lease shall not be binding and in effect until a counterpart hereof has been executed and delivered by the parties, each to the other.

33.14 The terms and provisions of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, and permitted assigns of Landlord and Tenant.

33.15 Tenant agrees not to record the within Lease, but each party hereto agrees, on request of the other, to execute a Notice of Lease in recordable form and complying with applicable laws of the Commonwealth of Massachusetts and reasonably satisfactory to Landlord and Tenant's attorney. In no event shall such document set forth the rental or other charges payable by Tenant under this Lease; and any such document shall expressly state that it is executed pursuant to the provisions contained in this Lease and is not intended to vary the terms and conditions of this Lease.

#### 34. SIGNAGE

34.1 Tenant shall not install, maintain, place, or otherwise exhibit any sign, advertisement, or decoration in, on, or about the Leased Premises or the Building, without the prior written consent of Landlord having been obtained, which consent shall not be unreasonably withheld, conditioned or delayed. All signs, advertisements and decorations shall be in conformance with all government statutes, regulations, laws, and rules.

#### 35. DEMOLITION OR CHANGE OF USE

35.1 Tenant acknowledges and agrees that during the term of the Lease (or any extension thereof) it may become necessary, beneficial, or desirable for Landlord to elect to demolish or change the use of the Building and/or the Leased Premises (or significant parts thereof). In such an event, Landlord may terminate this Lease upon at least five hundred and forty (540) days prior written notice to Tenant setting forth Landlord's intent to demolish and/or change the use of the Building and/or the Leased Premises and the new termination date of the Lease. Notwithstanding anything to the contrary in this Lease, Landlord shall not be liable for any damages of any kind whatsoever on account of exercising this Section 35.1.

**36. LIQUOR LICENSE**

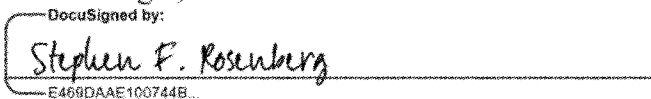
36.1 The Parties acknowledge and agree that Tenant will operate at the Premises under the liquor license held by Russian Benevolent Society, Inc. in accordance with the agreement attached as Exhibit C (the "Liquor License Agreement"). Tenant understands and agrees that a default under the Liquor License Agreement shall constitute a default under this Lease.

[Signatures follow on next page]

<sup>DS</sup> SFR <sup>DS</sup> Ah

IN WITNESS WHEREOF, this instrument has been duly executed by the parties hereto, as of the date and year first above written.

“Tenant”: Sound Logic, LLC

Signature:  \_\_\_\_\_  
E469DAAE100744B...

By Name/Title: \_\_\_\_\_

“Landlord”: Partners Properties LLC

Signature:  \_\_\_\_\_

By Name/Title: \_\_\_\_\_

Exhibit B

Kitchen Use Agreement

Exhibit C

Liquor License Agreement

## KITCHEN ACCESS AND USE AGREEMENT

WHEREAS, Rainbow ADHC of Allston, LLC, a Massachusetts limited liability company, (“Rainbow”) is the lessee of property located at 14-20 Linden Street, Allston, MA (“14-20 Linden”) for using 14-20 Linden to operate an adult day health program;

WHEREAS, Sound Logic LLC, a Massachusetts limited liability company, (“Sound”) is the lessee of property located at 20 Linden Street, 1<sup>st</sup> Floor, Allston, MA (“20 Linden”);

WHEREAS, Partners Properties LLC is the lessor of both 14-20 Linden and 20 Linden to Rainbow and Sound, respectively, pursuant to written lease agreements (Partners Properties, LLC, Rainbow, and Sound, collectively, hereafter, the “Parties”);

WHEREAS, 14-20 Linden does not have a kitchen, but 20 Linden does, and Sound intends to grant Rainbow, and Rainbow intends to accept, the non-exclusive right to use the kitchen during certain times described herein;

NOW, THEREFORE, for consideration of One Dollar (\$1.00) from Rainbow to Sound, and other good and valid consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree that, effective March 13, 2023:

1. Sound grants Rainbow, its employees, contractors, and agents, the non-exclusive right to access and use the kitchen facilities in 20 Linden (the “Kitchen”) seven (7) days a week from the hours of 6:00 A.M. until 2:30 P.M. for as long as each party, or their successors or assigns, maintains an active lease with Partners Properties LLC (or its successor in interest) for 20 Linden or 14-20 Linden, respectively (hereinafter the “Access Period”).

2. This Agreement is not intended to grant permission to Rainbow or its employees, contractors or consultants to enter 20 Linden for any purposes other than to access and use the Kitchen, for purposes related to Rainbow’s adult day health program, during the Access Period.

3. Sound shall have no responsibility for the safety or welfare of any persons who enter into 20 Linden or the Kitchen on behalf of Rainbow. Rainbow shall indemnify and hold Sound harmless for any and all losses, claims, costs, or damages including liability for personal injury or property damages, arising out of Rainbow’s use of, or access to, the Kitchen.

4. Rainbow shall maintain commercial general liability insurance with respect to its use of the Kitchen, in amounts and with insurance company(ies) licenses in Massachusetts in amounts not less than \$2,000,000 for personal injury or death in any single occurrence in the aggregate and \$500,000 for property damage. Rainbow shall provide Sound with proof of said liability insurance upon request.

5. Rainbow shall abide by all sanitary codes, including the Massachusetts State Sanitary Code 105 CMR 590.00 et sec (the "State Code"), and all other state, federal, or local applicable laws, ordinances, or regulations. Rainbow shall obtain any and all permits or licenses required to operate in the Kitchen.

6. Rainbow is responsible for supervising all individuals in the Kitchen during the Access Period.

7. Rainbow may use all pots, pans, utensils, ovens, stoves, microwaves, food processors, refrigerators, dishwashers, sinks, and other appliances or items present in the Kitchen reasonably related to food preparation. Rainbow may bring in its own utensils or other equipment to the Kitchen as reasonably necessary for its purposes of food preparation so long as it does not cause an obstruction or unsightliness (in Sound's reasonable judgment). Rainbow's own kitchen equipment should be appropriately labeled as such.

8. Rainbow shall store all food products in labeled containers in refrigerators as required the State Code, with each such container labeled to sufficiently identify the expiration date and identify it as the property of Rainbow's. Rainbow may not use more than fifty percent (50%) of total refrigeration space without Sound's written authorization.

9. Rainbow must remove all trash produced each day from the Kitchen by or before 2:30 P.M. Further, Sound must remove its daily trash from the Kitchen by 6:00 AM the following day.

10. Rainbow and Sound agree to promptly report to the other party any and all damage that is caused to the Kitchen or any of the items, property, or food (that belongs to the other party), therein. Rainbow or Sound, as applicable, shall be responsible for the costs of all repairs or replacements of items in the Kitchen damaged by the actions or omissions of Rainbow or Sound, as applicable.

11. Rainbow agrees that at 2:30 P.M. on each day that it uses the Kitchen, to return the Kitchen to condition it was in at 6:00 A.M. that morning. Sound further agrees that by 6:00 AM of each day, it shall return the Kitchen to the condition it was in by 2:30 PM on the previous day.

12. In the event that any fixtures or major appliances in the Kitchen become subject to maintenance, repair, or replacement while this Agreement is in effect, Sound and Rainbow agree to reasonably determine fulfilling any such maintenance, repair, or replacement, together with how to allocate the applicable, associated cost.

13. No amendment to this Access Agreement shall be valid unless made in writing and executed by the parties.

14. This Agreement shall survive any lease termination, assignment, sublease or any other reason by which Sound is no longer a tenant at 20 Linden. Further, in the event that Partners Properties LLC, or its successor, leases premises that includes the Kitchen to a third party besides Sound, including a successor or assignee of Sound (a "20 Linden Successor") while Rainbow, or its successor, maintains its adult day health program at 14-20 Linden, Partners Properties LLC represents and warrants that it shall notify any such 20 Linden Successor that the 20 Linden Successor shall be subject to this Agreement in place of Sound.

15. Sound and Rainbow agree to notify Partners Properties LLC of any dispute under this Agreement as soon as practicable after it arises.

16. This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Further, a signed copy of this Agreement transmitted by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement.

17. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement, and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

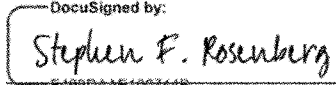
18. This Agreement shall in all respects be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provisions.

AGREED TO AND ACCEPTED BY:

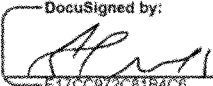
**Rainbow ADHC of Allston, LLC**

\_\_\_\_\_  
By:  
Title:

**Sound Logic LLC**

DocuSigned by:  
  
\_\_\_\_\_  
By:  
Title:

**Partners Properties LLC**

DocuSigned by:  
  
\_\_\_\_\_  
By:  
Title:



## LIQUOR LICENSE OPERATING AGREEMENT

This Liquor License Operating Agreement (the “Agreement”) dated as of March, 3/10/2023 2023 between Russian Benevolent Society Inc., a Massachusetts corporation, (the “Owner”) and Sound Logic LLC, a Massachusetts limited liability company. (the “Operator”). Owner and Operator are individually referred to herein as “Party” and jointly as “Parties”.

WHEREAS, Owner owns a liquor license, specifically License No. 00532-RS-0116 for On Premise Retail, (the “Liquor License”);

WHEREAS, The Liquor License allows for the serving and selling of alcoholic beverages at the space commonly known as 20 Linden Street in Boston, Massachusetts, first floor, (the “Premises”);

WHEREAS, Operator and Partners Properties, Inc., an affiliated entity to Owner, are entering a written lease regarding the leasing of the Premises, into which this Agreement is incorporated (the “Lease”);

WHEREAS, Operator intends to operate a social club, cafe, nightclub, and/or function facility in the Premises, (the “Nightclub”);

WHEREAS, Operator requires a liquor license to operate the Nightclub, but does not have one;

WHEREAS, the Parties hereto have agreed to allow Operator to operate the Nightclub under Owner’s Liquor License in accordance with the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual promises herein, and for other valuable consideration, such as the execution of the Lease and the payment of one dollar (\$1.00) from Operator to Owner, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

### **1. Operation and Conduct of Business.**

1.1 Operator acknowledges that it does not have a liquor license, and that the sale and service of alcoholic beverages in the Premises must be conducted under Owner’s Liquor License. Subject to the qualifications set out in Section 2 below, Operator shall select a qualified employee, contractor, or agent of Operator to be responsible for administrating the Liquor License at the Premises and Nightclub on behalf of the Owner (the “Liquor Manager”). Owner shall allow the Liquor Manager, to manage Owner’s Liquor License in accordance with this Agreement.

1.2 The Liquor Manager shall act in accordance and compliance with all applicable laws, statutes, regulations, or ordinances that relate to the operation of the Nightclub and the operation of the Liquor License. The Liquor Manager shall, at all times, act to preserve the

integrity of the Liquor License and shall take no action that could result in a violation being issued by the police or any governmental agency with respect to the Liquor License, the Premises, or the Nightclub, or take any action that could diminish the value of the Liquor License.

1.3 Operator at any time may select a replacement Liquor Manager, also subject to the qualifications set out in Section 2 below, and Owner's approval, which shall not be unreasonably withheld or delayed.

1.4 All compensation to be paid to the Liquor Manager shall be paid by the Operator and not Owner.

1.5 Operator shall pay all costs, fees, and expenses associated with maintaining and operating a Liquor License. Operator shall be entitled to receive all profits derived from commercial activities related to the Liquor License.

## **2. Qualifications of Liquor Manager**

To be eligible for the position of Liquor Manager, a prospective Liquor Manager must, subject to Owner's absolute discretion, (a) have at least five (5) years' experience in the restaurant/nightclub/hospitality business; (b) have sufficient knowledge and training in the operation of a Massachusetts liquor license; (c) be knowledgeable of all applicable regulations, laws, and ordinances that apply to the operation of a liquor license in the Nightclub; and (d) be capable of ensuring that all of Operator's workers, agents, or employees in the Nightclub comply with all applicable laws, statutes, regulations and/or ordinances relating to the service of alcoholic beverages in the Nightclub. Any changes to laws, statutes, regulations, or ordinances governing the Liquor License that are more stringent or are in addition to the Liquor Manager qualifications set forth above shall be considered an automatic amendment of this paragraph to reflect said changes. It shall be the Operator's obligation to be informed regarding any laws, statutes, regulations, or ordinances governing the Liquor License and any changes therein.

## **3. Default**

3.1 In the event that any action, inaction, act, or omission of the Operator or the Liquor Manager, or any of their employees, assignees, agents, contractors, workers, members, or managers, results in the police, or any other governmental agency or entity, issuing a violation against the Liquor License, this shall constitute an automatic and immediate default of this Agreement, exercisable at any time upon notice given by Owner to Operation. In the event of such a default, this Agreement shall terminate, and will constitute an event of default under the Lease.

3.2 In the event that Operator or Liquor Manager breaches any other provision of this Agreement, other than what is described in Section 3.1 above, and fails to cure said breach within ten (10) business days of written notice of the same, this shall be considered an event of default.

4. **Survival of Representations.** The representations, warranties, covenants and agreements contained in this Agreement shall survive this Agreement.

5. **Indemnification.** The Operator shall indemnify the Owner against, and shall hold it harmless from, any and all liabilities, losses, damages, including any costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) that the Owner may suffer or incur by reason of (a) any claim, suit or proceeding made or commenced against the Owner arising out of any liability or obligation of the Operator; (b) any breach or default of this Agreement by the Operator, or (c) any diminution in value of the Liquor License caused by the actions or omissions of Owner or Liquor Manager.

6. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns or nominees, except that the Operator may not assign this Agreement or any of its rights, interests or obligations hereunder prior without the prior written consent of the Owner. Owner shall have the right to assign this Agreement.

7. **Term and Termination.** This Agreement shall continue for the term of the Lease, and any extension or renewal thereof, unless terminated sooner in accordance with the terms of this Agreement.

8. **Miscellaneous.** This Agreement shall be governed by, and construed in accordance with, the internal laws of the Commonwealth of Massachusetts. The Parties consent to the exclusive jurisdiction of the state and federal courts in Boston, MA. In the event that Owner takes legal action to enforce its rights under this Agreement, Operator shall be responsible for the Owner's legal costs and expenses, including reasonable attorney's fees. All written and oral understandings and agreements heretofore made between the parties hereto with respect to the transactions contemplated hereby are merged into this Agreement, and this Agreement reflects all the understandings of the parties with respect to such transactions and supersedes all prior written and oral agreements and understandings. This Agreement cannot be modified, extended or amended except by written agreement signed by the respective parties hereto. Any waiver of any provision of this Agreement on one occasion will not be deemed a waiver on any other occasion or for any other purpose.

This Agreement may be executed in two or more counterparts, and each counterpart, when so executed and delivered, shall constitute a complete and original instrument. The provisions of this Agreement are severable and, in the event that any court of competent jurisdiction shall determine that any one or more of the provisions or part of a provision contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or part of a provision of this Agreement. Captions or titles of sections are inserted for convenience only; they do not define, limit or extend the scope or intent of this Agreement or any of the provisions thereof.

**[Remainder of Page Intentionally Left Blank]**

**IN WITNESS WHEREOF**, the parties hereto have set their hands, and duly authorized this Operating Agreement by their authorized officers as of the day and year first above written.

**OWNER:**

DocuSigned by:  
  
E176C972C61B4C0...  
\_\_\_\_\_  
**Russian Benevolent Society Inc.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

**OPERATOR:**

DocuSigned by:  
  
E469DAAE100744B...  
\_\_\_\_\_  
**Sound Logic LLC**

By: \_\_\_\_\_

Its: \_\_\_\_\_

# Exhibit 2

**From:** Emmanuel Ebot <eebot@stiles-law.com>  
**Sent:** Tuesday, 12 September 2023 at 06:17:53 PM EDT  
**To:** Frank Scardino <frank@bostonlawgroup.com>  
**Sensitivity:** Normal  
**Priority:** Normal  
**Subject:** FW: 20 linden roof

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Hi Frank-

I hope all's well.

If you recall, I represented the tenants at 20 Linden Street, Brighton, MA in their lease review earlier this spring. I presume you still represent the landlord. They reached out to me late last week informing me that there are some serious leaks in the roof at the premises. It's my understanding that they're brought this issue up with the property manager but the issue has yet to be resolved. Recently some metal panels were installed in the ceiling to capture water that's been leaking (see the photos attached). This is obviously not a fix to the roof and water now leaks down over the panels. The repair responsibility for the roof is squarely on the landlord per our lease so please let me know how soon this issue can be remedied. The tenants also want the metal panels removed as it is detrimental to the acoustics in the room.

Best regards,  
Emmanuel

Emmanuel T. Ebot, Esq.  
892 Plain Street, 2nd Floor, Marshfield, MA 02050  
P: 781.319.1900 x119 | F: 781.319.1919 | C: 617.286.2039  
www.stiles-law.com | eebot@stiles-law.com

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**From:** Sound Logic <soundlogicsocial@gmail.com>  
**Sent:** Friday, September 8, 2023 1:46 PM  
**To:** Emmanuel Ebot <eebot@stiles-law.com>  
**Subject:** 20 linden roof

Lukas McCarthy and Stephen Rosenberg



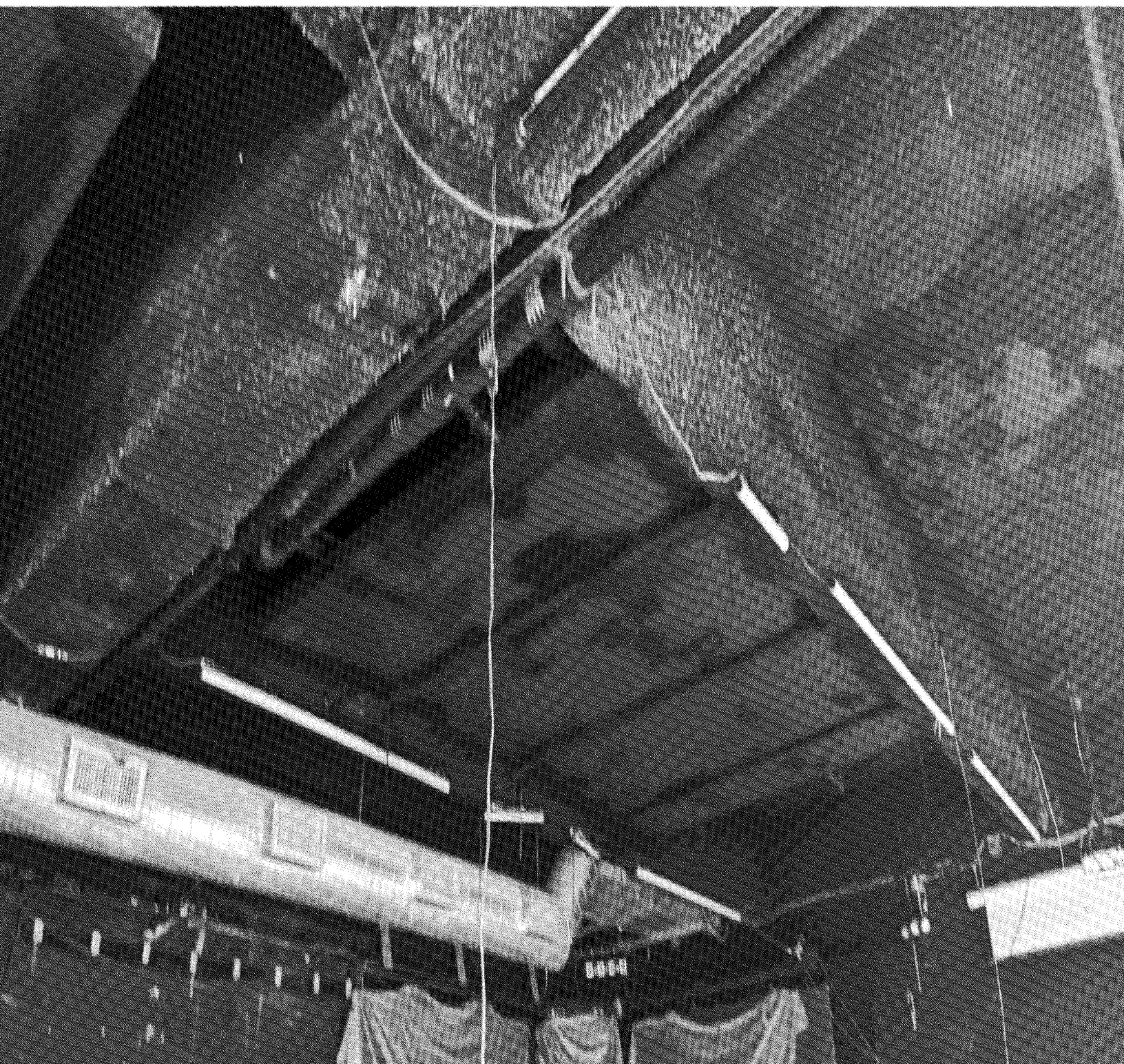














# Exhibit 3



**From:** Emmanuel Ebot <eebot@stiles-law.com>  
**Sent:** Wednesday, 13 September 2023 at 11:25:45 AM EDT  
**To:** Stephen Rosenberg <soundlogicsocial@gmail.com>  
**Sensitivity:** Normal  
**Priority:** Normal  
**Subject:** Fwd: 20 linden roof

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See below.

Sent from my Verizon, Samsung Galaxy smartphone  
Get Outlook for Android

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**From:** Frank Scardino <frank@bostonlawgroup.com>  
**Sent:** Wednesday, September 13, 2023 11:12:09 AM  
**To:** Emmanuel Ebot <eebot@stiles-law.com>  
**Subject:** RE: 20 linden roof

Hi Emmanuel,

I'm good, I hope you are as well.

I forwarded your message to my client. They informed me that the leak has been fully remedied. The metal plates are there in the event that there is a future leak.

Also, my client informs me that they are in need of the stamped drawings from an architect in regard to work that tenant is doing (section 12.4 of the Lease) and my client needs to be named as an additional insured on insurance policies (Section 31.5).

Can you please ask your client to send my client these plans and a certificate of insurance?

Thank you,

Frank Scardino  
Associate  
Boston Law Group, PC  
825 Beacon Street  
Suite 20  
Newton Center, MA 02459 USA  
Tel: (617) 928-1805 | Cell: (617) 519-3856 Fax: (617) 928-1802  
frank@bostonlawgroup.com

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The contents of this message and any attachments are confidential and intended only for the addressee(s). This message may also be subject to attorney-client privilege. If you received this message in error, please notify Boston Law Group, PC immediately and destroy the original message. Boston Law Group, PC | Tel: (617) 928-1800 | E-mail: info@bostonlawgroup.com

In compliance with IRS regulations, we advise you that any discussion of Federal tax issues is not intended or written to be used, and may not be used, by you to avoid any penalties imposed under the Internal Revenue Code or to promote, market or recommend to another party any transaction or matter addressed.

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**From:** Emmanuel Ebot <eebot@stiles-law.com>  
**Sent:** Tuesday, September 12, 2023 6:18 PM  
**To:** Frank Scardino <frank@bostonlawgroup.com>  
**Subject:** FW: 20 linden roof

Hi Frank-

I hope all's well.

If you recall, I represented the tenants at 20 Linden Street, Brighton, MA in their lease review earlier this spring. I presume you still represent the landlord. They reached out to me late last week informing me that there are some serious leaks in the roof at the premises. It's my understanding that they're brought this issue up with the property manager but the issue has yet to be resolved. Recently some metal panels were installed in the ceiling to capture water that's been leaking (see the photos attached). This is obviously not a fix to the roof and water now leaks down over the panels. The repair responsibility for the roof is squarely on the landlord per our lease so please let me know how soon this issue can be remedied. The tenants also want the metal panels removed as it is detrimental to the acoustics in the room.

Best regards,  
Emmanuel

Emmanuel T. Ebot, Esq.  
892 Plain Street, 2nd Floor, Marshfield, MA 02050  
P: 781.319.1900 x119 | F: 781.319.1919 | C: 617.286.2039  
www.stiles-law.com | eebot@stiles-law.com

---

**From:** Sound Logic <soundlogicsocial@gmail.com>  
**Sent:** Friday, September 8, 2023 1:46 PM  
**To:** Emmanuel Ebot <eebot@stiles-law.com>  
**Subject:** 20 linden roof

Lukas McCarthy and Stephen Rosenberg

# Exhibit 4



**From:** Stephen Rosenberg <soundlogicsocial@gmail.com>  
**Sent:** Wednesday, 12 April 2023 at 02:00:26 PM EDT  
**To:** Andrian Shapiro <ashapiro@lcboston.com>  
**Cc:** Margarita Casto <margarita@lcboston.com>; Alex Matov <AlexMatov@lcboston.com>; Joe Sweeney <jsweeney@lcboston.com>  
**Sensitivity:** Normal  
**Priority:** Normal  
**Subject:** Re: 20 linden St- Renovations

---

Received and understood. We will get those over to you as soon as possible.

Thanks.

On Wed, Apr 12, 2023, 1:46 PM Andrian Shapiro <ashapiro@lcboston.com> wrote:

Was nice to see you today.  
All we need :  
Permits to renovate ,  
Insurance and License on JC  
Paese provide Liquor liability to avoid delay with your License. .  
Thanks

Get Outlook for iOS

---

**From:** Stephen Rosenberg <soundlogicsocial@gmail.com>  
**Sent:** Wednesday, April 12, 2023 1:20:53 PM  
**To:** Andrian Shapiro <ashapiro@lcboston.com>  
**Cc:** Margarita Casto <margarita@lcboston.com>; Alex Matov <AlexMatov@lcboston.com>; Joe Sweeney <jsweeney@lcboston.com>  
**Subject:** Re: 20 linden St- Renovations

Good afternoon,

To outline what we just discussed. Attached are two PDF files, one file is the floor plan & the other is the project proposal. Currently, we are in the process of obtaining proof of insurance from our contractor which in turn allows us to obtain our general liability and property insurance from our insurance provider. These applications are in the works pending approval of our initial proposed plans we have attached. The insurance and initial approval of proposed plans will be what allows us to obtain a short form permit from the City of Boston. We have a completed estimate for the work proposed as well as more detailed 3d cad

drawings in the works which will be used in the event a long form permit is required. Once the permit is acquired, we will send over our completed & more detailed plans, ahead of any work of course. The description of the work will not change, just the final design decisions will have been made. As we are acting as interior designer & contractor of sorts, we have much more control over this process allowing us to move more quickly. In the interim, as custom speaker builders, we have set up a CNC router & have begun with the speaker design and building process, all of which is separate from construction & does not require any sort of permit. So as permits are being acquired, no time is being wasted in the overall project timeline we have until opening day, tentatively planned for Mid July. As we are not seeking to do any changes to the structure & will just be updating the cabinetry & finishes, while adding no additional loads on the utilities & aworking with licensed professionals of close contact. The permit approval process should be smooth.

It was great chatting with you today, Andrian

Thank You All

Sound Logic

On Wed, Apr 12, 2023 at 8:42AM Andrian Shapiro <ashapiro@lcboston.com> wrote:

Good morning,

Do you have any plans in CAD or pdf we can look.

What you send us it's hits a photo.

When are you planning to get the permit ?

All work is done without any permit , we need to get certificate of insurance from your general contractor asap with partners property listed as additional insure

Get Outlook for iOS

---

**From:** Stephen Rosenberg <soundlogicsocial@gmail.com>

**Sent:** Tuesday, April 11, 2023 4:22:57 PM

**To:** Andrian Shapiro <ashapiro@lcboston.com>

**Cc:** Margarita Casto <margarita@lcboston.com>; Alex Matov <AlexMatov@lcboston.com>; Joe Sweeney <jsweeney@lcboston.com>

**Subject:** Re: 20 linden St- Renovations

Good Afternoon,

Attached you will find Sound Logic's proposed floor plan and description of work to be done for the build out. This includes example photos of possible finishes as well as other similar spaces across the globe. The plans (if needing professional design services) and necessary permit applications will be acquired in-house by Sound Logic, LLC., pending approval of the attached proposed description of the work. In the event that a long form permit is required by the City of Boston, we have a fully licensed general contractor lined up to perform or subcontract all licensed work. In any event, this same contractor will be performing or subcontracting any hvac, electrical, & plumbing. More detailed plans with professional 3D Cad software is in the works but believe the attached should allow for a sufficient understanding of our plans for this beautiful space. The lease language is understood and there were never intentions to do work without prior consent. Since this miscommunication was last discussed, no work to the space has been completed & no more material has been removed. Currently, we have worker's comp & are in the process of acquiring general liability. The approval for insurance is pending approval of the attached plans & description of work. Financially, we are more than well equipped to do the proposed work & have been constantly getting all our paperwork and systems in order to have a successful, prepared & profitable business from Day 1.

We look forward to hearing back & are excited to see the progress being made to the roof.

Have a wonderful evening everyone!

Sound Logic

On Tue, Apr 11, 2023 at 11:23AM Andrian Shapiro <ashapiro@lbcoston.com> wrote:

Good morning,

We need to see the plans for approval asap. All place is demolished with out to be approved plans !!

Coming to Linden street tomorrow to see the progress.

Thanks

## Get Outlook for iOS

---

**From:** Margarita Casto <margarita@lbcboston.com>  
**Sent:** Tuesday, April 11, 2023 10:53:08 AM  
**To:** Stephen Rosenberg <soundlogicsocial@gmail.com>  
**Cc:** Andrian Shapiro <ashapiro@lbcboston.com>; Alex Matov <AlexMatov@lbcboston.com>; Joe Sweeney <jsweeney@lbcboston.com>  
**Subject:** Re: 20 linden St- Renovations

Good morning Lucas and Stephen,

I hope all is well.

I am following up on the plans for the space. When should we expect to see it? I want to point you back to the lease; it requires written approval before any modifications can be made to the space. As we are past that stage and you have demolished the entire space, we need those plans as soon as possible.

Regarding your questions:

- Joe will provide you with work order portal information and the mailbox key. I am copying him on this email as well.
- Yes, Joe will show you the office you can use in the interim. Joe, please show the guys our old marketing office at 20 linden st 2<sup>nd</sup> floor.

Best,

--

---

**Margarita Casto**  
**CEO**

(617) 206-4820 ext. 555 | (516) 592-1620  
1512 Hancock St - Quincy, MA 02169  
www.lbcboston.com

---

**From:** Stephen Rosenberg <soundlogicsocial@gmail.com>  
**Date:** Monday, April 3, 2023 at 2:02 PM  
**To:** Margarita Casto <margarita@lbcboston.com>  
**Subject:** Re: 20 Linden St- Renovations

Good afternoon Margarita,

We will send the plans over to you as soon as possible.

Our best estimate on the timeframe of the renovations is about 4 months, we plan on opening by 7/19/2023.

As for obtaining general liability insurance and liquor liability insurance, we have already started working on setting that up for when we open. In the meantime we will be maintaining builders insurance and workers comp has been set up as well.

There are a few questions.

We have not received a mailbox at the location, Joe mentioned something about a place to submit work orders for things like this but we were unable to find the proper page on the website. Could you please send me a link to where I can submit work orders?

We were also told that we would receive a temporary office space upstairs for us during the meantime until we can move to its permanent location on the first floor next year when our lease of the crystal room begins. When will this be made available for us to utilize?

Thank you.

Have a wonderful rest of the day,

Lukas McCarthy and Stephen Rosenberg

On Mon, Apr 3, 2023 at 12:01PM Margarita Casto <margarita@lbcboston.com> wrote:

Good morning gentlemen,

Thank you for the update. I think there was a miscommunication between Andrian and yourselves.

Please provide a copy of the plans as soon as they are available. Could you please let me know how long the renovations will take? Do you have a date of opening in mind? I need to know all that to figure out the liquor license situation.

I also wanted to let you know that you will need to obtain a liquor license liability if you were to serve alcohol on the premises prior to opening.

Let me know if you have any questions.

Best,

**Margarita Kvacheva**

**Senior Vice President**

(617) 206-4820 ext. 555

(516) 592-1620

20 Linden Street, suite 202

Allston, MA 02134

www.lcboston.com

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recipient. If you are not the intended recipient, please immediately **notify** the sender by reply e-mail or phone and delete this message and its attachments, if any.

Sent from my iPhone

On Mar 31, 2023, at 12:49 PM, Stephen Rosenberg <soundlogicsocial@gmail.com> wrote:

Good afternoon Margarita,

Just gave you a ring, figured id follow up by responding to your email.

We are very excited to be here! Seems a bit too excited. Currently, however, just finishes have been removed. Most affected by mold and rot due to the leaking roof. We have ordered our own dumpster as to not incorrectly utilize the buildings own dumpster. It is our understanding that, since we are not demolishing the structure, a permit is not needed for getting rid of old furniture and finishes. As for the written approval, the last time we were at the office we ran into Adrian and informed him with some photos of the work we had done. We were directed to speak to Joe for any questions that we may have. And have been in communication with him during this portion. We do understand the lease language and apologize for not taking the extra time to get the written approval. We understand who that is to come from now. There was simply a miscommunication. Our plan for the space is to rebuild the bar, polish the floor, build new furniture. No additions or subtraction to the electrical or plumbing. The layout is essentially staying the same. Stephen's degree is in civil engineering and has a decade of experience in the management of construction. This should require a short form permit. The drawings and estimate are almost completed, are being done in house and will be sent over as soon as possible in the coming days. There are no intentions to do any new work until any and all permits were acquired. We intend to be open no later than mid July. A lot of work will be self performed in order to move things along at a quicker pace. Appreciate your time.

Thank You

Lukas McCarthy and Stephen Rosenberg

On Fri, Mar 31, 2023, 1:38 PM Margarita Casto <margarita@lbcboston.com> wrote:

Dear Tenant,

Happy Friday! I would like to welcome you to the building. We are excited to see what you will do with the space.

It came to our attention that you have already started demolition and renovation work for the space. Could you please share a copy of your building permit and the plans showing the proposed changes?

Typically, you need to get approval from the landlord to modify the space before beginning the work. We would like to understand the extent of the renovations and the timeframe.

Best,

--

Error! Filename not specified.  
Error! Filename not specified.

**Margarita Casto**  
**CEO**

**Error! Filename not specified.** (617) 206-4820 ext. 555 |

**Error! Filename not specified.** (516) 592-1620

**Error! Filename not specified.** 1512 Hancock St - Quincy,  
MA 02169

**Error! Filename not specified.** [www.lbcboston.com](http://www.lbcboston.com)



# Exhibit 5

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## Plans for a new kind of quiet club in Boston slow down as the Allston space's current liquor-license owner gets in more hot water with the city

By adamg on *Fri, 01/19/2024 - 1:53pm*



*Hardy, McCarthy and Rosenberg.*

For more than a year now, Stephen Rosenberg, Lukas McCarthy and Jhayson Hardy have been building a novel kind of Boston club: A place that would play hi-fidelity music, but at low enough volumes where you could still have a conversation, through hand-built and vintage sound components in a venue that would be a "safe space" for everybody from members of the LGBTQ+ community to people with mobility issues to just people who want a place to hang out or even do school work during the day.

Looking on LoopNet, which lists available commercial space in the Boston area, they found the perfect spot: A former club in an old garage and office building on an Allston side street that was both large enough for what they wanted to do - it could hold 250 to 350 people - and could be re-molded to their specs.

Equally attractive, its owner already had a liquor license he could sign over to them - important because while the main focus would be on the music and social connecting, liquor sales would provide enough of a revenue boost to make the place sustaining, to attract investors, even, they said in a recent interview at Lulu's, a couple blocks away from the space.

Sound Logic, already known in Boston hi-fi circles for their shows, signed a five-year lease and began renovations - and lease payments - for their planned Sound Logic Social Club.

Rosenberg, who has a background in construction in addition to a love of speakers, has been overseeing creation of a "listening bar" - a venue built around hi-fi music, often from old-school vinyl, played through vintage speakers or equipment he and his partners are building by hand. The goal is to open up the mid-range of music and sounds, music that is meant to be "listened to and enjoyed," sound that is lost in the typical club environment built around pumping out body-vibrating base and ear-piercing high notes, he said.

Along with that would come a calming design meant to encourage people to hang out. The club would have no traditional beefy scowling bouncers, they said, but would instead have staffers - employed by the club, not a third-party company - trained in de-escalation to help defuse any problems, and who, at the end of the night, would help escort patrons to their rides.

Restrooms would be gender neutral; Rosenberg said they'd already begun working making one completely ADA compliant. Sound panels would help ensure the music doesn't escape the club and bother neighbors.

And for all the alcoholic beverages they hope to sell, they're also planning a menu mocktails and soft drinks. They added there will be no VIP section, no bottle service, no attempts to gin up a reputation as a place to be by creating long lines outside by slowing admission.

They'd gotten far enough along on construction that they'd begun looking for employees, and chronicling their project on their Instagram page.

But now they're paying rent on a space that might not be able to use because it turns out that the liquor license is at least temporarily, and possibly permanently, unavailable - suspended by a Boston Licensing Board tired of dealing with repeated shootings and gun battles at what was until last year the Garage nightclub. The board has planned a hearing in May on permanently revoking the the club's liquor license.

Hardy, Rosenberg and McCarthy said that Garage owner Alex Matov told them he wasn't using his liquor license because he planned to knock the whole building down to replace it with a 349-unit apartment building, but that he'd been unable to start work because of increases in interest rates and construction costs, so he figured he'd rent out the space to a new operator until the financial picture changed. In fact, their lease contains an extension clause that is subject to cancellation should Matov arrange the financing to re-start his apartment plans.

But they say what Matov didn't tell them was that even as he was going through the BPDA and zoning-board process to win approval for apartments, he was having his liquor license suspended by the licensing board - twice in just a few months.

The three said they only found out in October that the Boston Licensing Board suspended its liquor license indefinitely in May, 2022, after the latest gunfire in its parking lot.

"We had no idea," Hardy said.

That gunfire, in which nobody was injured, came just a couple days after the board had agreed to let the club re-open for the first time since November, 2021, when two people were shot, one in the face, outside the club - an incident that came after several other gun-related incidents at or next to the club dating to at least 2016, after Matov transformed what had once basically been a somnolent dinner spot for Russian emigres into a louder hip-hop club.

Board members were irate not just because of the gunfire but by what they considered a failure by Matov to cooperate with police by handing over any video the club might have - which he apologized for and blamed on what he said was the one guy having access to the surveillance system not being around.

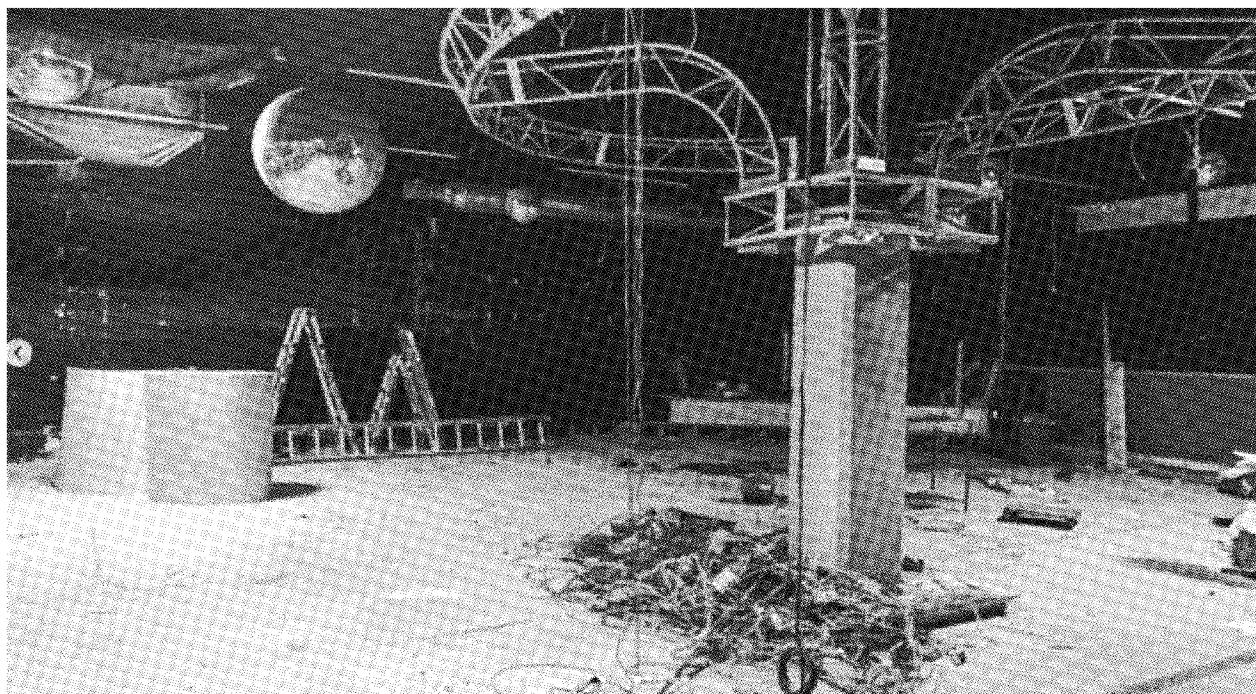
Then, last month, came another shock: After Matov initially told the licensing board he would sell the liquor license and would have no say in its use, he returned to the board about three weeks later and said no, he would retain ownership of the license, and would instead basically lease it to Sound Logic, surprising not only board members, but one of his own attorneys.

The board, which has made it clear it no longer trusts Matov - police say they have still not gotten any video from the November, 2022 incident - said, no, they're not going to allow him to have anything to do with a license at that location. They voted to wait the required six months for a revocation hearing to take away the license and give it to somebody else, in a city where full-liquor licenses are now in such short supply they can go for \$600,000 on the open market.

That leaves Sound Logic in a pickle, one on which they say they've already spent \$500,000: If the board does revoke Matov's license, there's no guarantee they would get it - the board could decide to grant it to any of the numerous other applicants it has already approved for liquor licenses even though it had none to give out.

For now, the three are slowly continuing their renovation work, using material they'd already purchased before they learned about the status of the liquor license.

*Partially finished interior:*



They're hoping they can work out a deal in which Matov agrees to sell them the liquor license outright before he possibly loses it entirely in May - and to then convince the licensing board to approve their purchase with him out of the legal picture.

But they're also looking at possible alternatives that would let them open a sustainable club without a liquor license. Hardy said they've already talked to Boston's official nightlife czar, Corean Reynolds, about the idea of opening Sound Logic as an all-night, alcohol-free club, sort of similar to the old Rise Club on Stuart Street, which stayed open all night for some 15 years before closing permanently in 2015.

**Neighborhoods:** Allston

**Topics:** Entertainment

**Free tagging:** Linden Street

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### Comments

#### What a loser

By BostonDog on Fri, 01/19/2024 - 2:35pm.

Not only has Matov been deceptive with the licensing board, looks like he promised his tenants something he didn't have. (Approval to use the license.)

Sounds like he was hoping the licensing board would take pity on Sound Logic and not cancel the license. Matov was using them as a pawn to keep what he really wanted -- milking the license for all he could.

If I was the Sound Logic crew I'd be worried Matov would be a horrible landlord who'd find a way to force them out after they had spent the money to renovate the club.

Voting  
closed

3

Reply

---

## Did they do any research first?

By Vlad on Fri, 01/19/2024 - 3:39pm.

Seems like they should've done a little research before spending \$500,000 on construction. A quick google of the address or the people they were doing business with could've yielded a half dozen articles on this website alone detailing the issues with that site and its liquor license.

They didn't check to make sure the liquor license was still valid before they started making lease payments on it?

Obviously Matov was trying to scam them but they didn't have to make it so easy for him.

Voting

closed

4

Reply

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## Really?

By Hank on Sat, 01/20/2024 - 1:56pm.

Research? That old "if only they had done their" come on. As the article states the owner lied so well that they even surprised the board and attorneys. So you can do all the research you want, but what you can't do is predict a 180 from someone.

Voting

closed

3

Reply

---

## I wouldn't go as far as to

By Matt Frank on Sat, 01/20/2024 - 3:28pm.

I wouldn't go as far as to blame the victim but would agree that it's always smart to Google someone before you do business with them and before you make any deals on a site.

I was going to put an offer in on a condo a few years ago and when I looked into it it turned out the unit was under water during a storm the year before and that's why it was taking so long to hear back from the selling agent (they also didn't want an inspection but I asked if they could st least get a letter from the condo board about the overall building.) I thought it was suspicious that the floors were new and everything at a certain height was new... So when I did the search I saw photos of the property with a boat outside the window from a year earlier. I flipped out on my buying agent at the time and chewed out the selling agent because there was no way the seller and agent didn't know. Needless to say I'm not doing business with anyone involved anymore. It just reminded me that there's people out there who will lie, chest and steal to get what they want and somehow still manage to sleep at night.

Voting  
closed  
6

Reply

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## too bad

By Luke Warmer on Fri, 01/19/2024 - 4:41pm.

sounds like the new idea is a really great one. I hope Sound Logic can get over the hurdles set by that guy.

Voting  
closed  
1

Reply

---

## Agreed

By Whirlz on Sun, 01/21/2024 - 6:54am.

I really like what they're trying to do here. Innovative, creative, and positive. Hope they catch a break soon!

Voting  
closed  
1

Reply



## What is innovative about a

By Scratchie on Mon, 01/22/2024 - 11:08am.

What is innovative about a bar that plays music and serves drinks?

Voting  
closed  
5

Reply

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## They should have read...

By Charles Bahne on Fri, 01/19/2024 - 5:42pm.

They should have read Universal Hub.

Then they would have been fully acquainted with Matov, and with his long history with the Licensing Board, police, et al.

Voting  
closed  
5

Reply

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## Tldr

By Rwgfy on Fri, 01/19/2024 - 7:36pm.

Tldr

Voting  
closed  
2

Reply

---

## And yet you were somehow

By Wyzazz on Sat, 01/20/2024 - 1:07am.

And yet you were somehow still able to comment...

Voting  
closed  
2

Reply

## Must be getting cold under

By SwirlyGrrl on Sat, 01/20/2024 - 1:43pm.

Must be getting cold under that bridge

Voting  
closed  
3

Reply

## ...a novel kind of Boston

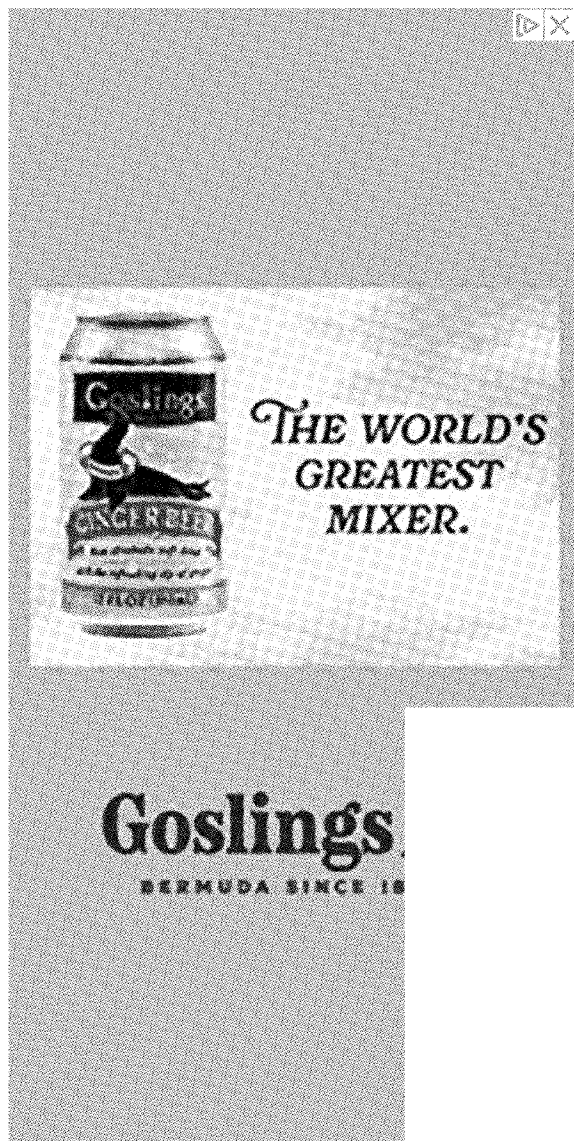
By Scratchie on Mon, 01/22/2024 - 11:07am.

*...a novel kind of Boston club: A place that would play hi-fidelity music, but at low enough volumes where you could still have a conversation*

Isn't that... a bar?

Voting  
closed  
2

Reply



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### In other Allston news

Latest plan for derelict Allston club where guys with guns used to try to settle scores: Turn it into a Mediterranean restaurant with entertainment

Allston bar goes tits up

DCR says it's time to figure out how to improve the Head of the Charles - and reduce its impact on the riverbanks

If you're going to get your car wrapped up with Green Line tracks, 3 a.m. is a good time to do it

Allston's last Baptist church to become senior housing

The city that always sleeps: Middle Eastern bakery proposed on busy Allston street across from a Dunk's, but neighbors don't want it open past 5 p.m.



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# Exhibit 6

## **BOSTON LAW GROUP, PC**

ATTORNEYS AT LAW

825 BEACON STREET, SUITE 20  
NEWTON CENTRE, MASSACHUSETTS 02459

Main (617) 928-1800

Fax (617) 928-1802

### **NOTICE OF BREACH OF LEASE 5-DAY NOTICE OF DEFAULT**

**Via First-Class Mail and Certified Mail No. 70223330000160789760**

February 14, 2024

Sound Logic LLC  
Attn: Stephen Francis Rosenberg  
20 Linden Street, 1<sup>st</sup> Floor  
Allston, MA 02134

**Re: Notice of Breach of Lease, 5-Day Notice of Default - 20 Linden Street, First Floor, Allston, MA Lease – Partners Properties, LLC and Sound Logic LLC**

Dear Sound Logic, LLC,

Please recall that this office represents Partners Properties LLC (“Landlord”), the landlord of the premises located at 20 Linden Street, First Floor, Allston, MA 02134 (the “Premises”) which Landlord leases to Sound Logic, LLC (“Tenant”) pursuant to that certain lease agreement between Landlord and Tenant dated March 2023 (The “Lease”). Please direct all correspondence in this matter to my attention.

This correspondence is to put Tenant on notice pursuant to Section 17.1 of the Lease that Tenant has failed to pay Rent and other amounts due under the Lease. If Tenant does not remedy this failure **within five (5) days of receipt of this notice**, Landlord reserves its rights, without limitation, to terminate the Lease, take possession of the Leased Premises, hold Tenant liable for Landlord’s damages, and seek all other remedies available under law, equity and the Lease.

As of the date hereof, Tenant owes Landlord **\$17,500** in unpaid Rent under the Lease. Additionally, Tenant owes **\$14,318.10** in Additional Rent (as defined in the Lease) to Landlord for utilities, CAM, real estate taxes, licenses and permits, and other amounts for a total of **\$31,818.10** due and owing as of the date hereof. Invoices detailing this are enclosed herewith. As these payments are more than five days late, ordinarily a 5% late fee of charge would be applied, but pursuant to Section 8.1 of the Lease, this 5% late fee is waived as this is the first late payment of Tenant in a 12-month period. Any and all subsequent late payments by Tenant within the next twelve months will be assessed this 5% late fee charge. This \$31,818.10 due and outstanding amount shall accrue interest at a rate of 1% every month pursuant to Section 8.2 pf the Lease.

Landlord hereby provides Tenant with five (5) days following receipt of this notice to remedy its violations of the Lease by paying **\$31,818.10** to Landlord.

If Tenant fails to comply with Landlord's demand, Landlord reserves its right to hold Tenant in default of the Lease pursuant to Section 17.1 and exercise any and all of its rights in default under the Lease specified in Section 18 of the Lease, including its right to terminate the Lease, take possession of the Premises, and file suit against Tenant for all damages available under law, equity, and the Lease, along with Landlord's costs, expenses, and attorneys' fees as provided for in the Lease.

Please recall that pursuant to Section 19.2 and 19.4 of the Lease, upon Lease termination, Tenant is required to return the Premises to its condition at the beginning of the Lease or return it to Landlord in the condition to which it should have been thereafter improved, and that Tenant is liable to Landlord for any damages caused to the Premises occasioned by Tenant's alterations thereto. Upon Tenant's default of the Lease and Landlord's termination of the Lease, Landlord shall hold Tenant responsible for the costs to restore the Premises to its original condition at the initiation of the Lease. **As Tenant has caused significant damages to the Premises, Landlord estimates that the cost of restoring the Premises to the condition required by the Lease will cost approximately one million dollars (\$1,000,000).**

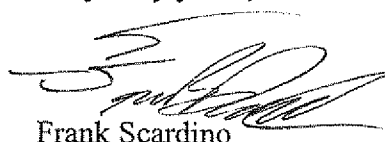
Landlord's acceptance of any money from Tenant after five (5) days of the date of receipt of this notice shall be deemed to be for use, occupancy and outstanding amounts only and shall not be deemed a waiver of any conduct or incident that gives rise or may give rise to default, termination, and/or eviction.

Please note that Landlord has complied with its obligations under the Lease, and Tenant's alleged excuse for withholding rent is simply a pretext to avoid paying amounts due under the Lease. Indeed, Tenant's buildout has been painstakingly slow since it took possession. Despite Tenant taking possession approximately 11 months ago, Tenant's buildout is far from complete. Landlord visited the Premises a few weeks ago and noticed that the buildout has effectively stopped, Tenant has not even roughed-in plumbing or electrical, and the Premises is nowhere near ready for its permitted use. A claim that any action or inaction by Landlord has led to Tenant not being able to use Premises for a nightclub is therefore baseless as Tenant is many months away from being able to operate a business out of the Premises.

This letter is not intended to constitute a full statement of all facts, rights or claims relating to this matter, nor is it intended as a waiver, release or relinquishment of any rights or remedies available to my client, whether legal or equitable, all of which are hereby expressly reserved.

Should you wish to contact me directly about this matter, you may reach me at 617-928-1805 or at [frank@bostonlawgroup.com](mailto:frank@bostonlawgroup.com).

Very truly yours,



Frank Scardino

Partners Properties LLC  
 LINDEN BUSINESS CENTER  
 1512 HANCOCK STREET  
 QUINCY, MA 02169

# Invoice

Date	Invoice #
12/31/2023	Util

Bill To
SOUND LOGIC LLC

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			12/29/2023			

Quantity	Item Code	Description	Price Each	Amount
0.074	NSTAR	ELECTRICITY, NSTAR 7.4%	5,342.70	395.36
0.074	CASELLA	TRASH REMOVAL 7.4%	1,618.76	119.79
0.074	WATER/SEWER	BOSTON WATER AND SEWER COMMISSION 7.4%	2,156.36	159.57
0.074	NATIONAL GRID	GAS 7.4%	1,571.35	116.28
	CAM	Estimated CAM for the fist year ( \$7 * 3000 Square feet /12) \$1750.00 Per Month	1,750.00	1,750.00
	NNN	Real Estate tax Reimbursement 7.4% of estimated tax \$240,000 / Year / 12 months	1,500.00	1,500.00

**Total** \$4,041.00



Partners Properties LLC  
LINDEN BUSINESS CENTER  
1512 HANCOCK STREET  
QUINCY, MA 02169

# Invoice

Date	Invoice #
1/1/2024	Jan

Bill To
SOUND LOGIC LLC

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	OFFICE RENT	8,750.00	8,750.00
<b>Total</b>			\$8,750.00

Partners Properties LLC

# Invoice

LINDEN BUSINESS CENTER  
 1512 HANCOCK STREET  
 QUINCY, MA 02169

Date	Invoice #
1/31/2024	Util

Bill To
SOUND LOGIC LLC

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			1/31/2024			

Quantity	Item Code	Description	Price Each	Amount
0.074	NSTAR	ELECTRICITY, NSTAR 7.4%	6,414.45	474.67
0.074	CASELLA	TRASH REMOVAL 7.4%	1,712.40	126.72
0.074	WATER/SEWER	BOSTON WATER AND SEWER COMMISSION 7.4%	2,154.86	159.46
0.074	NATIONAL GRID	GAS 7.4%	2,072.36	153.35
	CAM	Estimated CAM for the fist year ( \$7 * 3000 Square feet /12) \$1750.00 Per Month	1,750.00	1,750.00
	NNN	Real Estate tax Reimbursement 7.4% of estimated tax \$240,000 / Year / 12 months	1,500.00	1,500.00
			<b>Total</b>	\$4,164.20

Partners Properties LLC  
LINDEN BUSINESS CENTER  
1512 HANCOCK STREET  
QUINCY, MA 02169

# Invoice

Date	Invoice #
1/27/2024	Maintenance

Bill To
SOUND LOGIC LLC

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	Fire alarm disconnected	450.00	450.00
<b>Total</b>			<b>\$450.00</b>

Partners Properties LLC

LINDEN BUSINESS CENTER  
 1512 HANCOCK STREET  
 QUINCY, MA 02169

# Invoice

Date	Invoice #
12/29/2023	Jan 26

Bill To
SOUND LOGIC LLC

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			12/29/2023			

Quantity	Item Code	Description	Price Each	Amount
1	LICENSES AND P...	Licenses and Permits	5,662.90	5,662.90

<b>Total</b>			\$5,662.90
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Partners Properties LLC  
LINDEN BUSINESS CENTER  
1512 HANCOCK STREET  
QUINCY, MA 02169

# Invoice

Date	Invoice #
2/1/2024	Feb

Bill To
SOUND LOGIC LLC

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	OFFICE RENT (Increase March 2024)	8,750.00	8,750.00
<b>Total</b>			<b>\$8,750.00</b>

# Exhibit 7

**BOSTON LAW GROUP, PC**

ATTORNEYS AT LAW  
825 BEACON STREET, SUITE 20  
NEWTON CENTRE, MASSACHUSETTS 02459

Main (617) 928-1800

Fax (617) 928-1802

**14-DAY NOTICE OF LEASE TERMINATION**

**Via First Class Mail, Constable, and Certified Mail Nos. 70223330000160827646,  
70223330000160827653, 70223330000160827660**

March 13, 2024

Sound Logic, LLC  
Attn: Stephen Francis Rosenberg  
20 Linden Street  
Allston, MA 02134

Sound Logic, LLC  
c/o Stephen Francis Rosenberg  
25 Welsh Street  
Malden, MA 02148

Sound Logic, LLC  
c/o Marija Keturakis or Lukas McCarthy  
61 Thomas Park  
Boston, MA 02127

**Re: Termination of 20 Linden Street, Allston, MA Lease**

Dear Sound Logic, LLC,

Please recall that this office represents Partners Properties LLC ("Landlord"), the landlord of the premises located at 20 Linden Street, First Floor, Allston, MA 02134 (the "Premises") which Landlord leases to Sound Logic, LLC ("Tenant") pursuant to that certain lease agreement between Landlord and Tenant dated March 2023 (The "Lease"). Please direct all correspondence in this matter to my attention.

You are hereby put on notice that you have failed to pay installments of Rent and other amounts and charges payable by you under the Lease after having been served a notice pursuant to Section 17.1(a) of the Lease. Specifically, Landlord sent a notice dated February 14, 2024 where Landlord made demand for outstanding amounts due under the Lease totaling \$31,818.10. Tenant failed to pay this amount in full within five (5) days after the February 14, 2024 notice was deemed delivered in accordance with the Lease. (As of the date hereof, additional Rent has come due under the Lease which Tenant also has failed to pay as of the date hereof).

**Therefore, in accordance with Sections 17.1(a) and 18.1(a) of the Lease, there has occurred an uncured event of default, and Landlord hereby terminates the Lease, effective fourteen (14) days from the date this notice is delivered.**

Landlord shall now proceed under all rights available to it under Section 18 of the Lease, including recovery of all unpaid amounts under the Lease, recovery of possession of the Leased Premises, recovery of all rent through the end of the current term of the Lease, and recovery of all damages Tenant caused to the Leased Premises.

Please recall that pursuant to Section 19.2 and 19.4 of the Lease, upon Lease termination, Tenant is required to return the Premises to its condition at the beginning of the Lease or return it to Landlord in the condition to which it should have been thereafter improved, and that Tenant is liable to Landlord for any damages caused to the Premises occasioned by Tenant's alterations thereto. Therefore, Landlord shall hold Tenant responsible for the costs to restore the Premises to its original condition at the initiation of the Lease. **As Tenant has caused significant damages to the Premises, Landlord estimates that the cost of restoring the Premises to the condition required by the Lease will cost approximately one million dollars (\$1,000,000).**

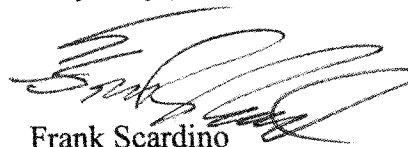
**Please vacate and surrender the Leased Premises in accordance with the terms of the Lease within fourteen (14) days from the date this notice is delivered.**

Landlord's acceptance of any money from you hereafter shall be deemed for use, occupancy and outstanding amounts only and shall not reinstate any tenancy and shall not be a waiver of any conduct or incident that gives rise or may give rise to termination and/or eviction.

This letter is not intended to constitute a full statement of all facts, rights or claims relating to this matter, nor is it intended as a waiver, release or relinquishment of any rights or remedies available to my client, whether legal or equitable, all of which are hereby expressly reserved.

Should you wish to contact me directly about this matter, you may reach me at 617-928-1805 or at [frank@bostonlawgroup.com](mailto:frank@bostonlawgroup.com).

Very truly yours,



Frank Scardino



# Exhibit 8

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## Latest plan for derelict Allston club where guys with guns used to try to settle scores: Turn it into a Mediterranean restaurant with entertainment

By adamg on Tue, 05/21/2024 - 1:22pm

The Boston Licensing Board decides Thursday whether to let the owners of the closed Garage nightclub on Linden Street in Allston try to close a deal to lease the space and sell the liquor license to the owner of Jana Grill and Bakery of Watertown, who said today he would use the larger Allston space to offer both Mediterranean food and entertainment.

Board members had told Russian Benevolent Society co-owner Alex Matov more than six months ago they would move to cancel and take back his liquor license - worth more than \$600,000 on the open market - if he didn't find somebody to re-open the space, and without him owning the liquor license, since board members had had enough of the gunfire and other issues that kept coming up under Matov's ownership.

All those problems finally led to the club being permanently shut in 2022 - although back then, Matov had been planning to tear the entire building down to make way for an apartment complex he had won approval to build, only to shelve those plans as interest rates went up.

Last year, Matov had signed a deal with Sound Logic, which organizes pop-up events centered on hi-fi music and which had planned to turn the former Garage space into an LGBTQ+ friendly "quiet space". But after Sound Logic started paying Matov rent and began

renovating the space - and after Matov told the licensing board he wanted to retain ownership of the liquor license - the deal fell through.

At a hearing today, Matov said he had found a new operator: Jana Grill owner Suren Keryan. Matov and his attorneys told the board they were probably a few days away from finishing formal written deals under which Matov would sell Keryan his liquor license and lease him the old Garage space.

Keryan told the board that when he first toured the site about three months ago, he didn't like it, because Matov wanted too much money, but that on a second visit, Matov agreed to some concessions and now he can't wait to move in - subject to finishing up the last days of negotiating, which he and Matov's attorneys said would focus on final financial terms, but which both seemed optimistic would be easy to finalize.

"For me, everything is perfect, so I'm ready," he said.

If the board does vote Thursday to bely revocation of Matov's license, it said it would give Matov and Keryan until June 27 to submit paperwork to begin the formal transfer of the liquor license to Keryan. The board would then hold off any vote on that until after Keryan had gone through a background check and meetings with both immediate neighbors and the Allston Civic Association.

However, board members cautioned both sides the deal needs to be done quickly, because they are done accommodating Matov.

Board Chairwoman Kathleen Joyce said she was less than pleased to get a call last Friday that Matov had a verbal agreement, but not a written one, because he's known since December today's revocation hearing would be coming up - and that, in fact, the specific date was posted a month ago. Board members said verbal agreements aren't worth the paper they're not written on and they need something in writing as proof Matov is not simply trying to delay things again.

"Why wasn't this signed a week ago rather than a week from now?" she asked. Kurt Bletzer, one of Matov's attorneys, said that was the idea, but that hammering out the details of a deal had simply taken longer than expected.

Joyce also double checked to make sure that this time Matov really was serious about actually selling the liquor license - in a city where they are scarce and expensive due to a state legislature that likes keeping a thumb on Boston and where there would be a huge number of takers for a license that didn't require a six-figure payment on the open market to obtain.

Last year, Matov told the board he would sell the license, but then in December said no, he wanted to keep it, but let somebody else use it under a "management agreement." Under

questioning from Joyce, he said he had misunderstood things in December, but that he now realized he had to sell the license to keep the board from simply taking it away.

"I don't understand how a businessman like you, who's been in in business for years didn't understand that," especially with the counsel of two attorneys - one of whom formerly worked for the licensing board - she said.

**Neighborhoods:** Allston

**Topics:** Dining Entertainment

**Free tagging:** Boston Licensing Board Linden Street

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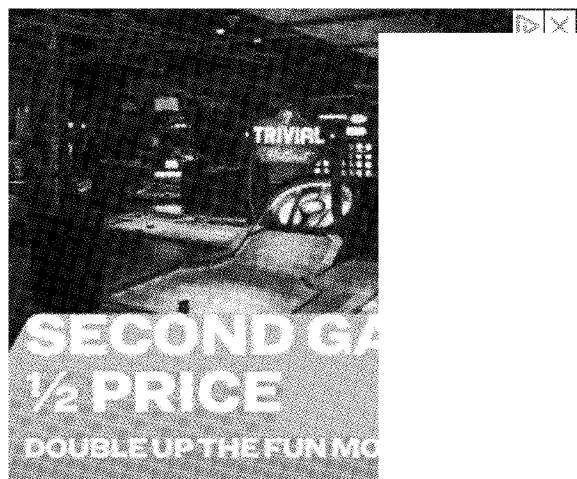
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## In other Allston news

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Allston bar goes tits up

DCR says it's time to figure out how to improve the Head of the Charles - and reduce its impact on the riverbanks

If you're going to get your car wrapped up with Green Line tracks, 3 a.m. is a good time to do it

Allston's last Baptist church to become senior housing

The city that always sleeps: Middle Eastern bakery proposed on busy Allston street across from a Dunk's, but neighbors don't want it open past 5 p.m.

Man with loaded gun and plenty of spare bullets stopped on Comm. Ave. in Allston to sell some drugs, police say

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Area, Game Room & More.

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