

Upton Connell & Devlin, LLP

112 Water Street, Suite 201
Boston, Massachusetts 02109

617-227-3277

Fax 617-227-3222

aupton@ucdlaw.com

March 8, 2024

City of Boston Licensing Board
1 City Hall Square, Room 809
Boston, MA 02201

**RE: Post Road Company, LLC d/b/a Hill Kitchen, 39 Charles Street, Boston, MA
02114- Application for Section 12, Wines & Malt Beverages with Cordials/Liqueurs,
Transfer of License.**

Dear License Administrator:

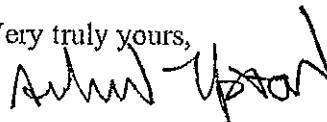
Enclosed please find the following documents with regard to the above referenced application:

1. Proof of payment to the ABCC in the amount of \$200;
2. DOR Certificate of Good Standing and DUA Certificate of Compliance
4. ABCC Application Forms
5. CORI Request Forms
 1. Jason Indelicato
6. Proof of US Citizenship for:
 1. Jason Indelicato
7. Entity Vote
8. MA Business Entity Summary;
9. Copy of Purchase & Sales Agreement
10. Supporting Financial Records;
11. Lease Agreement;
12. Floor Plan & Proposed Menu

We kindly request the Applicant be scheduled to be heard on the next available agenda date.

Thank you for your attention to this matter.

Very truly yours,



Andrew F. Upton

Transaction Summary

Applicant seeks approval of a license transfer from Immersive Exhibition, located at 130 Columbus Avenue, Boston, MA 02116, to Hill Kitchen, located at 39 Charles Street. Applicant would like to offer an upscale, casual, farm-to-table restaurant and would like to serve beer and wine and cordials. The location has been a restaurant in the past.

Massachusetts Alcoholic Beverages Control Commission - Retail

Phone (617) 727-3040

95 Fourth Street, Suite 3, Chelsea, Massachusetts 02150

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

Your account has been billed for the following transaction. You will receive a receipt via email.



Transaction Processed Successfully.

INVOICE #: 8d7d0d41-08d6-422b-87ac-3648d8dc3192

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	Post Road Company LLC	\$200.00
		\$200.00

Total Convenience Fee: \$4.70

Date Paid: 2/23/2024 11:10:09 AM EDT

Total Amount Paid: \$204.70

Payment On Behalf Of

License Number or Business Name:
Post Road Company, LLC

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
Andrew

Last Name:
Upton

Address:
112 Water Street

City:
Boston

State:
MA

Zip Code:
02109

Email Address:
lawclerk2@ucdlaw.com

[Print Receipt](#)[Make Another Payment](#)

powered by nCourt

DOR COGS
and
DUA COC



Commonwealth of Massachusetts
Department of Revenue
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L1693120288
Notice Date: December 4, 2023
Case ID: 0-002-254-087



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



IMMERSIVE ARTSPACE BOSTON LLC
58 INTERVALE RD
STAMFORD CT 06905-1308

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, IMMERSIVE ARTSPACE BOSTON LLC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

Visit us online!

Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief
Collections Bureau



Certificate of Compliance

Date: December 8, 2023

Letter ID: L0000418253

IMMERSIVE ARTSPACE BOSTON LLC
320 ERSKINE RD
STAMFORD CT 06903-1001

Employer ID (FEIN): XX-XXX6738

Certificate ID: L0000418253

The Department of Unemployment Assistance certifies that as of 07-Dec-2023, IMMERSIVE ARTSPACE BOSTON LLC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

Sincerely,

Katie Dishnica, Director
Department of Unemployment Assistance

Questions?

Revenue Enforcement Unit
Department of Unemployment Assistance
Email us: Revenue.Enforcement@detma.org
Call us: (617) 626-5750

APPLICATION AND FORMS



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

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

APPLICATION FOR A TRANSFER OF LICENSE

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

ECRT CODE: RETA

Please make \$200.00 payment here: [ABCC PAYMENT WEBSITE](#)

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

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY) 06596-RS-0116

ENTITY/ LICENSEE NAME Post Road Company, LLC d/b/a Hill Kitchen

ADDRESS 39 Charles Street

CITY/TOWN Boston STATE MA ZIP CODE 02114

For the following transactions (Check all that apply):

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

**THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS
APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL**

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



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

APPLICATION FOR A TRANSFER OF LICENSE

Municipality

1. TRANSACTION INFORMATION

- ☒ Transfer of License
☐ Alteration of Premises
☐ Change of Location
☐ Management/Operating Agreement
- ☐ Pledge of Inventory
☐ Pledge of License
☐ Pledge of Stock
☐ Other
- ☐ Change of Class
☐ Change of Category
☐ Change of License Type
(\$12 ONLY, e.g. "club" to "restaurant")

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

Applicant seeks approval of a license transfer from Immersive Exhibition, located at 130 Columbus Avenue, Boston, MA 02116, to Hill Kitchen, located at 39 Charles Street. Applicants would like to offer an upscale, casual, farm-to-table restaurant, and would like to serve beer and wine and cordials. The lease and promissory note to be signed at closing after ABCC approval.

2. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
On-Premises-12	\$12 Restaurant	Wines & Malt Beverages with Cordials/Liqueurs	Annual

3. BUSINESS ENTITY INFORMATION

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

Current or Seller's License Number	06596-R5-0116	FEIN	88-4320543
Entity Name	Post Road Company, LLC		
DBA	Hill Kitchen	Manager of Record	Jason Indelicato
Street Address	39 Charles Street, Boston, MA 02114		
Phone	508-958-3224	Email	jasonindelicato@gmail.com
Add'l Phone		Website	

4. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. If this application alters the current premises, provide the specific changes from the last approved description. You must also submit a floor plan.

1,750 sq. ft. of restaurant space with 2 entrances, 2 exits, and a seating capacity of 47. There is a basement level as well, which is not used as part of the restaurant.

Total Sq. Footage	1,750 sq. ft.	Seating Capacity	47	Occupancy Number	TBD
Number of Entrances	2	Number of Exits	2	Number of Floors	1

APPLICATION FOR A TRANSFER OF LICENSE

5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

Transferor Entity Name

Immersive Art Space Boston, LLC

By what means is the license being transferred?

Purchase

List the individuals and entities of the current ownership. Attach additional pages if necessary utilizing the format below.

Name of Principal	Title/Position	Percentage of Ownership
Maria Shclover	Manager	15%
Irina Shabshis	Manager	15%
Lighthouse Immersive USA	Owner	70%

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

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

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

Name of Principal	Residential Address	SSN	DOB	Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Jason Indelicato	15 Bird Hill Ave, Wellesley, MA 02481	[REDACTED]	[REDACTED]	Sole LLC Member, LLC Mgr, Mgr of Record	100%	☒ Yes ☐ No	☒ Yes ☐ No	☒ Yes ☐ No
						☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
						☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
						☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
						☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
						☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No

APPLICATION FOR A TRANSFER OF LICENSE

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

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		☐ Yes ☐ No	☐ Yes ☐ No
			MA Resident
			☐ Yes ☐ No

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		☐ Yes ☐ No	☐ Yes ☐ No
			MA Resident
			☐ Yes ☐ No

Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		☐ Yes ☐ No	☐ Yes ☐ No
			MA Resident
			☐ Yes ☐ No

Additional pages attached? ☐ Yes ☒ No

CRIMINAL HISTORY

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

☐ Yes ☒ No

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality
Beacon Hill Market	Sec. 15 Package Store	Post Road Company, LLC	Boston

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	

APPLICATION FOR A TRANSFER OF LICENSE

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled?

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

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

7. CORPORATE STRUCTURE

Entity Legal Structure

LLC

Date of Incorporation 11/22/2022

State of Incorporation

Massachusetts

Is the Corporation publicly traded? ☐ Yes ☒ No

8. OCCUPANCY OF PREMISES

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

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name

Empire Realty Trust

Landlord Phone

617-840-6292

Landlord Email

empirerealty@outlook.com

Landlord Address

PO Box 540070, Waltham MA 02454-0070

Lease Beginning Date

2/1/2024

Rent per Month

\$13,500

Lease Ending Date

1/31/2028

Rent per Year

\$162,000

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

☐ Yes ☒ No

9. APPLICATION CONTACT

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

Name:

Andrew Upton

Phone:

617-227-3277

Title:

Attorney

Email:

aupton@ucdlaw.com

APPLICATION FOR A TRANSFER OF LICENSE

10. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	\$0
B. Purchase Price for Business Assets	\$185,000
C. Other* (Please specify)	\$0
D. Total Cost	\$185,000

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

SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
Empire Realty Trust	\$185,000
Total	\$185,000

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
Empire Realty Trust	\$185,000	Loan - Promissory Note	☐ Yes ☒ No
			☐ Yes ☐ No
			☐ Yes ☐ No
			☐ Yes ☐ No

FINANCIAL INFORMATION

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

Post Road Company promises to pay to the order of Empire Realty Trust of PO Box 540070, Waltham MA 02454-0070 the sum of \$185,000 at 5.25 percent per annum for a period of five years, per the attached promissory note.

11. PLEDGE INFORMATION

Please provide signed pledge documentation.

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

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

To whom is the pledge being made?

12. MANAGER APPLICATION

A. MANAGER INFORMATION

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

Proposed Manager Name Jason Indelicato

Date of Birth [REDACTED] SSN [REDACTED]

Residential Address 15 Bird Bill Avenue, Wellesley, MA 02481

Email jasonindelicato@gmail.com

Phone 508-958-3224

Please indicate how many hours per week you intend to be on the licensed premises 40-50

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?*

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

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

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

☐ Yes ☒ No

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

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

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

Start Date	End Date	Position	Employer	Supervisor Name
1//1/2003	Present	Property Developer	Self-employed	N/a

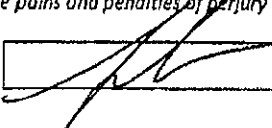
D. PRIOR DISCIPLINARY ACTION

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

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

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

Manager's Signature



Date 2.1.24

13. MANAGEMENT AGREEMENT

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

☐ Yes ☒ No

If yes, please fill out section 13.

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

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

13A. MANAGEMENT ENTITY

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

Entity Name	Address	Phone

Name of Principal	Residential Address	SSN	DOB
Title and/or Position	Percentage of Ownership	Director	US Citizen
		☐ Yes ☐ No	☐ Yes ☐ No

Name of Principal	Residential Address	SSN	DOB
Title and/or Position	Percentage of Ownership	Director	US Citizen
		☐ Yes ☐ No	☐ Yes ☐ No

Name of Principal	Residential Address	SSN	DOB
Title and/or Position	Percentage of Ownership	Director	US Citizen
		☐ Yes ☐ No	☐ Yes ☐ No

Name of Principal	Residential Address	SSN	DOB
Title and/or Position	Percentage of Ownership	Director	US Citizen
		☐ Yes ☐ No	☐ Yes ☐ No

CRIMINAL HISTORY

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

☐ Yes ☐ No

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

13B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 13A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

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

Name	License Type	License Name	Municipality

13C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 13A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

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

Name	License Type	License Name	Municipality

13D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 13A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

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

Licensee Name	License Type	Municipality	Date(s) of Agreement

13E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question section 13B, 13C, 13D ever been suspended, revoked or cancelled?

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

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

13F. TERMS OF AGREEMENT

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

Yes ☐ No ☐

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

Yes ☐ No ☐

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

Yes ☐ No ☐

d. Management Term Begin Date

e. Management Term End Date

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

☐ \$ per month/year (indicate amount)

☐ % of alcohol sales (indicate percentage)

☐ % of overall sales (indicate percentage)

☐ other (please explain)

ABCC Licensee Officer/LLC Manager

Signature:

Title:

Date:

Management Agreement Entity Officer/LLC Manager

Signature:

Title:

Date:

APPLICANT'S STATEMENT

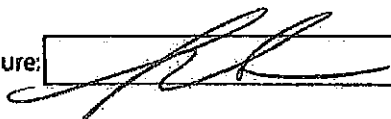
I, Jason Indelicato the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP manager
Authorized Signatory
of Post Road Company, LLC
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

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

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature:



Date: 2.1.24

Title:

Owner, Manager

ADDENDUM A

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

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

Entity Name

Percentage of Ownership in Entity being Licensed
(Write "NA" if this is the entity being licensed)

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager US Citizen

☐ Yes ☐ No

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager US Citizen

☐ Yes ☐ No

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager US Citizen

☐ Yes ☐ No

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager US Citizen

☐ Yes ☐ No

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager US Citizen

☐ Yes ☐ No

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager US Citizen

☐ Yes ☐ No

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager US Citizen

☐ Yes ☐ No

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

CRIMINAL HISTORY

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

☐ Yes ☐ No

CORPORATE RESOLUTION

CORPORATE VOTE

The Board of Directors or LLC Managers of Post Road Company, LLC
Entity Name

duly voted to apply to the Licensing Authority of Boston and the
City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on 2.1.24
Date of Meeting

For the following transactions (Check all that apply):

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

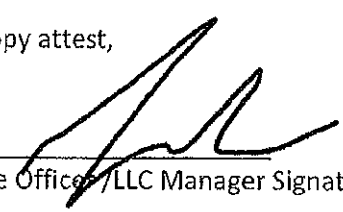
"VOTED: To authorize Jason Indelicato
Name of Person

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

"VOTED: To appoint Jason Indelicato
Name of Liquor License Manager

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

A true copy attest,


Corporate Officer/LLC Manager Signature

Jason Indelicato
(Print Name)

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

(Print Name)

ARTICLES OF INCORPORATION

log/open/lic/liquor license & exhibit header sheets

Secretary of the Commonwealth of Massachusetts

William Francis Galvin

Business Entity Summary**ID Number: 001619394**[Request certificate](#)[New search](#)**Summary for: POST ROAD COMPANY LLC**

The exact name of the Domestic Limited Liability Company (LLC): POST ROAD COMPANY LLC		
Entity type: Domestic Limited Liability Company (LLC)		
Identification Number: 001619394		
Date of Organization in Massachusetts: 11-22-2022		
Date of Revival:		
Last date certain:		
The location or address where the records are maintained (A PO box is not a valid location or address): Address: 588 BOSTON POST ROAD City or town, State, Zip code, WESTON, MA 02493 USA Country:		
The name and address of the Resident Agent: Name: JASON INDELICATO Address: 588 BOSTON POST ROAD City or town, State, Zip code, WESTON, MA 02493 USA Country:		
The name and business address of each Manager:		
Title	Individual name	Address
MANAGER	JASON INDELICATO	588 BOSTON POST ROAD WESTON, MA 02493 USA
In addition to the manager(s), the name and business address of the person(s) authorized to execute documents to be filed with the Corporations Division:		
Title	Individual name	Address
SOC SIGNATORY	JASON INDELICATO	588 BOSTON POST ROAD WESTON, MA 02493 USA
The name and business address of the person(s) authorized to execute, acknowledge, deliver, and record any recordable instrument purporting to affect an interest in real property:		
Title	Individual name	Address
REAL PROPERTY	JASON INDELICATO	588 BOSTON POST ROAD WESTON, MA 02493 USA

Consent	Confidential Data	Merger Allowed	Manufacturing
View filings for this business entity:			
ALL FILINGS  Annual Report Annual Report - Professional Articles of Entity Conversion Certificate of Amendment  Certificate of Incorporation			
View filings			
Comments or notes associated with this business entity:			

New search

COPY OF SALES AGREEMENT

LIQUOR LICENSE PURCHASE AND SALE AGREEMENT

This LIQUOR LICENSE PURCHASE AND SALE AGREEMENT (this "Agreement") is made this ____ day of December, 2023 (the "Effective Date") by and between Immersive Art Space Boston, LLC, a Delaware limited liability company with a principal corporate address located at 58 Intervale Road, Stamford, CT 06905, hereinafter referred to as the "Seller" and Post Road Company, LLC, d/b/a Worthy Burger, a Massachusetts limited liability company with a principal corporate address located at 588 Boston Post Road, Weston, MA 02493, hereinafter referred to as the "Buyer".

WHEREAS, the Seller operated an exhibition business known as "Immersive Exhibition" at 130 Columbus Avenue (Saunders Castle at Park Plaza) Boston, Ma 02116 (the "Seller's Business"); and

WHEREAS, the Buyer intends to operate a retail alcohol sales business to be located at 39 Charles Street, Boston MA 02114 (the "Buyer's Business"); and

WHEREAS, Seller is the holder of a seven (7) day per week "General On-Premises Wine & Malt Beverages with Liqueurs" license, issued by the City of Boston and the Massachusetts Alcoholic Beverages Control Commission (the "ABCC") as License No. 06596-GP-0116 (the "License") in connection with the Seller's Business; and

WHEREAS, Seller desires to sell to the Buyer and the Buyer desires to purchase from the Seller, the Seller's right, title and interest in and to the License upon the terms and conditions hereinafter set forth.

In consideration of One Dollar (\$1.00) and other valuable consideration by each of the parties hereto to the other paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter set forth, the parties have agreed and by these presents do hereby agree as follows:

1. **SALE OF ALL ALCOHOL ACOHOLIC BEVERAGES LICENSE.** The Seller agrees to sell and the Buyer agrees to buy the License on the terms and conditions set forth in this Agreement.

2. PURCHASE PRICE. For said conveyance and transfer, the Buyer, or its nominee, shall pay the total sum of One Hundred Eighty-Five Thousand and 00/100 Dollars (\$185,000.00) as follows:

(i) Five Thousand and 00/100 Dollars (\$5,000.00) has been paid upon the execution of the Offer to Purchase, the receipt of which is acknowledged by the Seller;

(ii) Thirteen Thousand Five Hundred 00/100 Dollars (\$13,500.00) has been paid upon the full execution hereof, the receipt of which is acknowledged by the Seller and

(iii) One Hundred Sixty-Six Thousand Five Hundred and 00/100 Dollars (\$166,500.00) shall be paid at the Closing (as such term is defined herein) into the account of Liquor License Advisor (Escrow Agent) (or such other account as directed by the Seller in writing not less than two (2) business days prior to the Closing) by either wire transfer or certified or bank treasurer's check of immediately good funds at Closing.

3. REPRESENTATIONS AND COVENANTS OF SELLER. In connection with the conveyance of the License, the Seller warrants, represents and covenants to the Buyer the following:

(a) The Seller has good and marketable, indefeasible, fee simple title to the License, which is in good standing as of the Effective Date and which will remain in good standing through the Closing.

(b) The Seller is a duly organized and validly existing Delaware limited liability company in good standing with the Office of the Secretary of the Commonwealth of Massachusetts, with a principal office as listed in the first paragraph hereof.

(c) The person or persons signing this Agreement and all documents related to the conveyance of the License on behalf of the Seller has and/or will have been duly authorized by the requisite corporate authorities to do so.

(d) As of the Effective Date, there is not, nor as of the date of Closing will there be, any litigation or other proceedings pending, threatened or otherwise known, after due inquiry, against the Seller and/or

affecting the License which shall make it impossible for the Seller to consummate the transaction in accordance with the terms and conditions contained herein.

(e) The License is a valid liquor license in good standing with both the City of Boston, Massachusetts (the "Board") and the ABCC as of the Effective Date and shall remain so through the Closing, with responsibility for all renewals resting with Seller, which license allows for the sale, seven (7) days per week, of Wine and Malt forms of alcoholic beverages lawful within the Commonwealth of Massachusetts. Such License will be transferred to the Buyer free and clear from all conditions, restrictions, liens and encumbrances and will contain the usual warranties of title which will survive the Closing.

(f) As of the Effective Date, there are no judgments or liens outstanding against either the Seller or the License.

(g) The Seller will indemnify and hold harmless the Buyer and its directors, officers, employees, agents and counsel (collectively, the "Buyer Parties") from and against all acts, actions, suits, damages, judgments, costs, charges, expenses and attorneys' fees, in consequence of any liability of whatsoever nature occurring up to and through the date of the Closing which may be successfully asserted against any of the Buyer Parties, or at any time as the transferee of the License to be purchased by the Buyer hereof.

(h) The Seller has complied with all laws, rules and regulations of the municipal, state and federal governments as those relate to the operation of the Seller's Business and Seller's ability to transfer the License per the terms of this Agreement.

(i) The Seller has not entered into any contract to sell the License which would prevent the transfer of the License to the Buyer in accordance with the provisions of this Agreement, nor is there any mortgage or other encumbrance encumbering or otherwise affecting the License that would prevent

the transfer of the License to the Buyer in accordance with the provisions of this Agreement, other than as will be paid off prior to or in connection with the Closing.

(j) The Bill of Sale and all other closing instruments to be delivered at the Closing will transfer to the Buyer, or its nominee, all of the applicable right, title and interest of the Seller in the License issued by the Board and the ABCC.

(k) As of the Effective Date, there are not, nor shall there be at the time of the Closing, any outstanding or uncured license violations or restraining orders, nor any tax liens or outstanding taxes or assessments owed to any of the Board, the ABCC or the Commonwealth of Massachusetts.

4. REPRESENTATIONS AND COVENANTS OF BUYER. The Buyer warrants, represents and covenants the following:

(a) The Buyer is a duly organized and existing limited liability company in good standing in Massachusetts.

(b) The person or persons signing this Agreement and all documents related to the conveyance of the License at the Closing on behalf of the Buyer has/have been or will be duly authorized by the Buyer to do so.

(c) To the Buyer's actual knowledge as of the Effective Date, the Buyer is not aware of any facts or circumstances related to the Buyer which would provide a basis for the denial of the transfer of the License to the Buyer. To the Buyer's actual knowledge as of the Effective Date, it is qualified to receive a liquor license in the Commonwealth of Massachusetts, has or shall have prior to filing its license transfer application a qualified manager to serve as its principal representative, and will have all of the documents required to be filed for a transaction of the type contemplated herein as and when due to either the Board and/or the ABCC.

(d) As of the date of Closing, there will be no litigation or other proceedings pending or, to the Buyer's actual knowledge as of the Effective Date, known against the Buyer which shall make it

impossible for the Buyer to consummate the transaction in accordance with the terms and conditions contained herein.

(e) The Buyer, to its knowledge, has complied with or shall timely comply with all laws, rules and regulations of the municipal, state and federal governments, as those relate to its ability to acquire the License.

(f) The Buyer has not entered into any contract to purchase any other alcoholic beverages license which would prohibit the transfer of the License to the Buyer as contemplated herein.

(g) The Buyer will indemnify the Seller and hold the Seller harmless from and against all acts, actions, suits, damages, judgments, costs, charges, expenses and attorneys' fees, in consequence of any liability of whatsoever nature occurring after the Closing and which may be successfully asserted against the Seller, at any time as the transferor of the License to be purchased by the Buyer hereof; it being understood that this indemnity refers only to such transferor liabilities as might be imposed by law on the Seller as the transferor of the License to be purchased by the Buyer hereunder.

5. NO ASSUMPTION OF LIABILITIES. The parties agree and acknowledge that the Buyer is not assuming any liabilities or obligations of the Seller whatsoever with regard to the License unless expressly set forth herein.

6. CLOSING. Subject to the contingencies set forth in this Agreement, the consummation of the transaction described herein (the "Closing") shall take place at the Buyer's counsel's office (or such other location as is mutually agreed upon in writing by the Buyer and the Seller not less than two (2) business days prior to the Closing) ten (10) days after the Buyer receives final written approval from both the Board and the ABCC (beyond all applicable appeal periods) of the transfer of the License, (the "License Transfer"). Notwithstanding the foregoing, in the event that the License Transfer has not occurred by March 31, 2024 (the "Outside Closing Date") for any reason other than due to a Seller Delay (as such term is defined below), then at any time thereafter until the License Transfer occurs,

either party may terminate this Agreement upon ten (10) days' written notice to the other (unless said licenses are obtained or transferred within such ten (10) day period, in which event this Agreement shall not be terminated) and all non-refundable deposits made hereunder shall be refunded forthwith to the Buyer. Notwithstanding the foregoing, the Buyer shall have the right to extend for one additional 30 day period provided it is diligently pursuing the application transfer approval. For the purposes of this Agreement, a "Seller Delay" shall mean any delay caused in whole or in part by the Seller or any of its members, managers, employees, agents or counsel arising out of or related to (i) the filing of the License transfer application and/or supporting materials, (ii) participation (or lack thereof) in any meetings, hearings or fulfillment of requests for information by either the Board or the ABCC during pendency of the License transfer process, or (iii) any other failure by the Seller or breach of this Agreement by the Seller which delays the consummation of the transaction contemplated by this Agreement. The Outside Closing Date shall be extended on a day-for-day basis for each day of any Seller Delay, subject to the Buyer's right to terminate this Agreement pursuant to its rights under Section 12(b) hereof, it being understood and agreed by the parties hereto that TIME IS OF THE ESSENCE with respect to the parties' respective obligations under this Agreement.

At the Closing, and as a condition precedent to the payment of the purchase price provided for in Paragraph 2 hereof, the Seller shall deliver to the Buyer the following documents:

(a) Seller's Closing Deliveries - The Seller shall deliver the following documents and items to the Buyer in connection with the Closing:

(1) Bill of Sale - A Bill of Sale, in form mutually agreeable to the Buyer and the Seller, duly executed by the Seller conveying good and marketable title to the License with the usual warranties of title in accordance with this Agreement, free from all encumbrances, liens and liabilities of any nature, and any other reasonable and customary instruments required by the Buyer, Buyer's counsel, the Board or the ABCC to effectuate the transfer contemplated herein. Prior to the Closing, any title, lien

and/or similar search shall be the sole responsibility of the Buyer at its own expense; provided, however, that the same shall not relieve or excuse the Seller from meeting its contractual obligation with respect to the condition of title to the License at Closing.

(2) Seller's Authorization - A Members' and/or Managers' Certificate (in accordance with the authorization required by the Seller's Operating Agreement) duly executed by requisite Seller parties authorizing (i) the transaction to be performed by the Seller under this Agreement and (ii) the Manager(s) of the Seller to do all acts and deeds necessary or desirable to accomplish the transactions to be performed by the Seller under this Agreement.

(3) Certificate of Good Standing - A long form Certificate of Good Standing for the Seller issued by the Massachusetts Secretary of the Commonwealth's Corporations Division within sixty (60) days prior to the Closing.

(4) Re-Certification of Representations and Warranties - A certificate or other documentation duly executed by the Seller certifying that, as of the Closing, the representations and warranties made by the Seller in Section 3 above remain true and correct.

(5) MDOR COGS - An updated MDOR COGS and MDUA COC for the Seller, as such terms are defined in Section 10(a) below.

(6) A list of liquor wholesalers with names and contact information for Seller's account representatives and documentation of any and all outstanding invoices.

(b) Buyer's Closing Deliveries. At the Closing, Buyer shall deliver to Seller the following, all documents to be in form and substance satisfactory to Seller and Seller's counsel:

(1) Buyer's Authorization - A certificate of vote, duly executed by the Buyer certifying as to the Buyer's (i) charter and/or other organizational documents, (ii) duly authorized resolutions authorizing this Agreement and the transactions and agreements contemplated hereby, (iii) Officers of Buyer to do all acts and deeds necessary or desirable to accomplish the transactions to be performed by

Buyer under this Agreement, and (iv) incumbency of natural persons executing this Agreement and other agreements and documents contemplated hereby on behalf of the Buyer.

(2) Purchase Price - The balance of the Purchase Price after accounting for all Deposits.

7. ACCEPTANCE OF BILL OF SALE. Except as herein otherwise provided, the acceptance of the Bill of Sale by the Buyer or its nominee shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are by the express terms hereof to be performed after the delivery of the instruments of transfer and the payment of the purchase price or are to survive the Closing.

8. SURVIVAL OF REPRESENTATIONS. All representations, warranties, and agreements made by the parties in this Agreement or pursuant hereto, except as otherwise expressly stated, shall survive the closing.

9. DEPOSIT. All deposits made hereunder shall be held in escrow by Liquor License Advisor, broker for the Seller ("Escrow Agent") (whose commission shall be paid solely by the Seller pursuant to a separate agreement), in a non-interest bearing escrow account, and duly accounted for at the Closing or in connection with the termination of this Agreement pursuant to the terms of this Agreement.

10. CONDITIONS OF SALE. This Agreement and the Buyer's duty to pay and perform its obligations hereunder are subject to the following contingencies, the failure of which shall entitle the Buyer to terminate this Agreement and receive back all refundable Deposits made in connection herewith:

(a) The License Transfer Approval - The Buyer shall receive, not less than ten (10) days prior to the Outside Closing Date (the "License Transfer Contingency Date"), all requisite approvals (beyond appeal) of the Buyer's application for the unconditional transfer of the License from the Seller to the Buyer and the relocation of the License from the Seller's current business location to the Buyer's

Intended Location by both the Board and the ABCC (the "License Transfer Contingency"). Within fifteen business (15) days following the full execution of this Agreement, the Buyer shall file with the Board a complete application for a transfer and change of location of the License to Buyer's Intended Location, in a form and of such substance which enables the Board to schedule the local licensing authority hearing required under Massachusetts General Laws Chapter 138 in connection with the approval of the License Transfer. Seller agrees to fully cooperate with the License Transfer, including without limitation, (i) the execution and delivery to the Board and the ABCC of such documents and other things necessary or desirable to effectuate the application and transfer of the License in a timely manner, including, but not limited to, a Certificate of Good Standing from the Massachusetts Department of Revenue ("MDOR COGS") and a Certificate of Compliance from the Massachusetts Department of Unemployment Assistance ("MDUA COC"), which shall be delivered within thirty (30) days of the date hereof and, if not delivered prior to the municipal hearing before the Board on the License Transfer, shall be deemed a Seller Delay and shall allow the Buyer to postpone the hearing until it is so delivered, (ii) attendance and participation, if and as necessary, at any meeting or public hearings before either the Board or the ABCC in connection with the License Transfer. Seller further agrees to deliver to the Buyer an updated MDOR COGS at the Closing. The Seller acknowledges that said MDOR COGS and a ("MDUA COC") is required as part of the application submission for the transfer of the License.

Buyer shall be solely responsible for all filing fees and any other fees and expenses related to the License Transfer. The Buyer shall diligently pursue the License Transfer (with the Seller's good faith cooperation) and shall respond to all inquiries and reasonable requests for information from all applicable governmental and civic organizations in a reasonably timely manner. In the event that the License Transfer Contingency is not satisfied by the License Transfer Contingency Date, then the Buyer shall have the right to terminate this Agreement and receive back all refundable Deposits made

hereunder upon delivery of written notice to the Seller and Escrow Agent within ten (10) business days following the expiration of the License Transfer Contingency Date, following the delivery of which Escrow Agent shall promptly return all refundable Deposits to the Buyer and this Agreement shall thereafter be null and void and of no force and effect.

11. ESCROW. Pending satisfaction or failure of the License Transfer Contingency and the Lease Contingency set forth in Section 10 above, the monies deposited under this Agreement shall be held in escrow by Escrow Agent upon the following terms:

(a) Upon receipt of written confirmation from both the Buyer and the Seller that the License Transfer Contingency has been satisfied, which shall include notification of the place and time for the Closing, the Escrow Agent shall forthwith pay over to the Seller at the Closing the Deposits (which shall be credited against the Purchase Price), and the Escrow Agent shall thereupon be discharged from all further liability therefor.

(c) If the License Transfer is denied to the Buyer or its nominee due solely to the Buyer's default hereunder, the Escrow Agent shall, upon written notice given by both parties, forthwith pay over to the Seller or its nominee the refundable deposits held by him, and the non-refundable deposits to Seller, and the Escrow Agent shall thereupon be discharged from all liability therefore, and all rights of the Buyer and the Seller under this Agreement shall thereupon terminate.

(d) In the event the License Transfer is disapproved by the Board or the ABCC due solely to the Seller's default hereunder, or if either party exercises its option to terminate this Agreement per the terms of paragraph 6 hereof, then the Escrow Agent shall upon written notice given by both parties pay-over to the Buyer or its nominee All Refundable Deposits being held by it, following which the Escrow Agent shall thereupon be discharged from all further liability therefor, and all rights of the Buyer and the Seller under this Agreement shall thereupon terminate.

12. DEFAULT

(a) Buyer Default. In the event that the Buyer defaults on its obligations hereunder, and provided that the Seller is not in default, all Deposits paid by the Buyer hereunder shall be retained by the Seller as liquidated damages, which shall be the Seller's sole remedy at law and in equity in connection with this Agreement, the parties acknowledging and agreeing that the Seller's actual damages would be difficult to quantify and that retention of the Deposits is a fair and reasonable estimate thereof.

(b) Seller Default. The Seller shall be in default to the extent it fails to comply with the requests or requirements of the Board or the ABCC related to the Seller's ownership of the License within the time frames provided by the Board and/or the ABCC, or as set out in this Agreement ("Seller's Default"). In the event of a Seller's Default, all refundable Deposits shall be promptly returned to the Buyer upon written request therefor and thereafter the parties shall be released from the obligations hereunder, and this Agreement shall be null and void and without recourse to either party.

13. BROKER. It is agreed by and between the parties that the only broker or agent who brought about the sale of the License is Liquor License Advisor (the "Broker"), whose commission shall be paid by the Seller per separate agreement. Each of the Seller and the Buyer represent to the other that it has had no dealings with any broker, finder or other party concerning the sale and purchase of the License other than the Broker. The Seller and the Buyer each hereby agree to indemnify and hold the other harmless from all loss, cost, damage or expense (including reasonable attorneys' fees) incurred by the other as a result of any breach of the foregoing representation and warranty. The representations and warranties contained in this Section 13 shall survive the Closing or the termination of this Agreement.

14. NOTICE: Any notice, demand, request or other instrument which may be or is required to be given under this Agreement shall be deemed to have been duly given if in writing and (a) deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested (which shall be deemed to be received two (2) business days after the mailing thereof); (b) delivered personally by hand delivery, or (c) sent by a nationally recognized overnight courier, all charges prepaid,

at the addresses of the Seller and/or the Buyer as set forth in this paragraph below. Such address or other contact information may be changed by written notice to the other party in accordance with this Paragraph.

To Seller:

Immersive Art Space Boston, LLC
58 Intervale Road
Stamford, CT 06905
irina@lighthouseimmersive.com
maria@lighthouseimmersive.com

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

Trish Farnsworth, Esq.
Lawson & Weitzen LLP
88 Black Falcon Avenue, Suite 345
Boston, MA 02210
tfarnsworth@lawson-weitzen.com

To Buyer:

Jason Indelicato
Post Road Company, LLC
588 Boston Post Road
Weston, MA 02493

With a copy to:

Andrew Upton, Esq.
Upton, Connell & Devlin, LLP
112 Water Street, Suite 201
Boston, MA 02109
Aupton@ucdlaw.com

To Escrow Agent:

Liquor License Advisor
111 Snow Road
P.O. Box 547
Marshfield, MA 02050
Attention: Jennifer Medico

Unless otherwise specified above, notice given pursuant to the method described in (a) shall be deemed effective only upon receipt by the party to whom such notice is addressed, within the time frame

applicable to such notice. All notices given pursuant to the method described in (b) above shall be deemed effective upon delivery. All notices given pursuant to the method described in (c) above shall be deemed effective the following business day after mailing. Either party may notify the other of a new address, in which case such new address shall be employed for all subsequent mailings. The effective date of such notice of new address shall be determined by the method of notice used pursuant to (a), (b) and (c) above. E-mail addresses for the parties are provided above for convenience purposes only.

15. BENEFIT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs and legal representatives, provided that neither party shall assign any of its rights hereunder without the prior written consent of the other.

16. ENTIRE AGREEMENT MODIFICATION. This Agreement is to take effect as a sealed instrument and sets forth the entire agreement between the parties relative to the subject matters hereof and may be cancelled or modified only by a written instrument executed by the parties.

17. MASSACHUSETTS CONTRACT. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts and may be executed in any number of counterparts, each of which when executed and delivered is an original, but all of which together shall constitute one instrument. Facsimile signatures shall be deemed as originals for all purposes so required.

18. NATURE AND SURVIVAL OF REPRESENTATION. All statements contained in any certificate or other instrument delivered by or on behalf of the Buyer or Seller, or in connection with the transactions contemplated hereby, shall be deemed representations, warranties, and agreements made by the relevant party in this Agreement or pursuant hereto and shall survive the Closing.

19. PAYMENT OF ANNUAL FEE. The cost of the annual fee for the License shall be adjusted pro rata at the date of Closing, and the net amount thereof shall be added to (or if not yet paid, subtracted from) the Purchase Price payable by the Buyer at Closing.

20. USE OF PURCHASE MONEY TO CLEAR TITLE. To enable the Seller to make conveyance and transfer as herein provided, the Seller may at the time of delivery of the Bill of Sale and other instruments of transfer, use the purchase money or any portion thereof, to clear title of any or all encumbrances; provided, that all instruments so procured are recorded simultaneously, or reasonably thereafter in accordance with Massachusetts conveyancing practices, with the delivery of said Bill of Sale.

21. COUNTERPARTS. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Buyer and Seller expressly understand and agree that machine or facsimile copy of any signature will be deemed an original for all purposes except those prohibited by law.

Signed as a sealed instrument on the date first above written.

BUYER:

Post Road Company, LLC

By: _____

Jason Indelicato LLC Manager
and being duly authorized

SELLER:

Immersive Art Space Boston LLC.

By: _____

Maria Shclover, its Manager
and being duly authorized.

(Solely with respect to assumption of the duties of Escrow Agent under this Agreement):

ESCROW AGENT:

Liquor License Advisor .

By: _____

Name:

Title:

Duly Authorized

SOURCE OF FUNDS

PROMISSORY NOTE

\$185,000.00

February 29, 2024

FOR VALUE RECEIVED, Post Road Company, LLC, 588 Boston Post Road, West MA 02493 (hereinafter referred to as BORROWER) promises to pay to the order of Empire Realty Trust of PO Box 540070, Waltham MA 02454-0070 (hereinafter referred to as HOLDER) the sum of One Hundred, eighty-five thousand Dollars (\$185,000.00) at 5.25 per cent per annum for a period of five years in the following manner: Payable at \$3512.41 per month for a period of sixty months (hereinafter referred to as NOTE)

All payments shall be made to Empire Realty Trust, PO Box 540070, Waltham MA 02454-0070, or at such other place as the HOLDER hereof may from time to time designate in writing.

The BORROWER agrees to pay all costs and expenses, including all reasonable attorney fees, for the collection of the NOTE upon default, and to pay interest on all amounts not paid when due (pursuant to the terms hereof, by acceleration, or otherwise) (notwithstanding the contract interest rate provided for herein) at the rate of Ten (10%) percent per annum until paid in full.

At the option of the HOLDER, the NOTE shall become immediately due and payable upon the occurrence at any time of any of the following events:

1. Default in any payment of principal or interest due hereunder, continuing for ten (10) calendar days or in the performance or observance of the terms or conditions of any mortgage, security agreement, or other instrument or agreement (including amendments and extensions thereof) securing the NOTE, continuing for thirty (30) days after written notice from the HOLDER;
2. Default in the payment or performance of any other liability or obligation of the BORROWER or of any endorser or guarantor or any liability or obligation of the undersigned to the HOLDER, after any applicable grace period and applicable opportunity to cure;
3. The service upon the HOLDER hereof of a writ in which the HOLDER is named as trustee of the BORROWER and such writ remains undischarged twenty (21) days after written notice thereof given to the BORROWER;
4. If the BORROWER or any endorser or guarantor hereof is a corporation, trust, limited liability company, or partnership should take part in or cause a voluntary liquidation, termination or dissolution of any such organization or the transfer, pledge, assignment or other hypothecation of the beneficial stock of ownership interest therein;
5. If any party liable hereon, whether as maker, endorser, guarantor, surety or otherwise shall die, make an assignment for benefit of creditors, or if a receiver of any such party's property shall be appointed, or if a petition in bankruptcy or other similar proceeding under any law for relief of debtors shall be filed by or against any such party and such assignment, receivership or bankruptcy proceeding remains in effect more than sixty (60) days;

Every party liable hereon, either as maker, endorser, guarantor, surety or otherwise, hereby:

1. waives presentment, demand, protest and notices of every kind and description, and all surety ship defenses and defenses in the nature thereof;

2. waives any defenses based upon, and specifically assents to, all extensions and postponements of the time of payment and all other indulgences and forbearance which may be granted by the HOLDER to any party liable hereon;
3. agrees to any substitution, exchange, release, surrender or other delivery of any collateral held hereunder and to the addition or release of any other party or person primarily or secondarily liable; and
4. agrees to be bound by all the terms contained in the NOTE and agrees that the obligations and agreements of all such parties shall be joint and several.

No delay or omission on the part of the HOLDER in exercising any right hereunder shall operate as a waiver of such right or of any other right of such HOLDER, not shall any delay, omission or waiver on any one occasion be deemed a bar to or waiver if the same or any other right on any future occasion, and no waiver or alteration or modification of the terms of the NOTE shall be valid unless in writing signed by the HOLDER of the NOTE and only to the extent therein set forth.

All property (including tangible, intangible, real, personal and other property of every kind, nature and description) and all other collateral and security delivered to or held by the HOLDER as security for the payment of the NOTE or the payment of any other notes or the performance of any other obligations or liabilities to the HOLDER of any party liable hereon, either as maker, endorser, guarantor, surety, or otherwise, or for which any such party liable to the HOLDER, and all guaranties and endorsements hereof, shall be deemed (insofar as it is legally possible to do so by agreement of the undersigned) to be security for and guaranties, and endorsements assuring the payment of the NOTE and all other said notes and performance of all of said obligations and liabilities of all of such parties liable hereon to the HOLDER, whether now existing or hereafter arising, due to or to become due, absolute or contingent, joint or several, primary or secondary. Any default under the NOTE or in the performance and observance of the provisions of any mortgage, security agreement, or other agreement pertaining thereto shall be deemed a default on all other notes, obligations and liabilities of all parties liable hereon to the HOLDER, whether now existing or hereafter arising, and any default on any other note, obligation or liability of any party liable hereon to the HOLDER, whether now existing or hereafter arising, shall also be deemed as a default under the NOTE. Any default under the NOTE shall be deemed a default under a certain Lease dated July 18, 2014 between Empire Realty Trust (Landlord), and NRO Boston LLC and Jason Indelicato, individually (Tenant) for the Premises located at 39 Charles Street, Boston MA 02114.

No single or partial exercise of any power hereunder or under any mortgage or security agreement securing the NOTE shall preclude other or future exercise thereof or the exercise of any other power. The HOLDER hereof shall at all times have the right to proceed against any portion of the security held here for in such order and in such manner as the HOLDER may see fit, without waiving any rights with respect to any other security.

Except as provided for herein, the NOTE may be prepaid in whole or in part without penalty at any time.

If any term or provision of the NOTE, or any portion of any such term or provision, shall be held invalid or against public policy, or if the application of the same to any person or circumstance is held invalid or against public policy, then, the remainder of the NOTE (or the remainder of such term or provision) and the application thereof to other persons or circumstances shall not be affected thereby and shall remain valid and in full force and effect to the fullest extent permitted by law. As used herein, any reference to a default by the BORROWER shall mean beyond any grace or cure periods.

The NOTE and the obligations hereunder shall be governed by, and construed in accordance with the laws of the Commonwealth of Massachusetts.

Executed under seal this _____ day of February 2024.

BORROWER:

HOLDER:

Jason Indelicato
For Post Road Company, LLC

Bill Rao
For Empire Realty Trust

LEASE AGREEMENT
AND/OR LEASE AND ASSIGNING
DOCUMENTS

LEASE
39 Charles Street, Boston, MA 02114

1. **PARTIES:** This Lease dated January 24, 2024 made between Empire Realty Trust with a notice address of PO Box 540070, Waltham MA 02454-0070 (hereinafter referred to as LANDLORD), which expression shall include its heirs, successors and assigns, where the context so admits, does hereby lease to Post Road Company LLC, a Massachusetts corporation located at 39 Charles Street, Boston MA 02114 and Jason Indelicato of 15 Bird Hill Avenue, Wellesley MA 02481 (hereinafter referred to as TENANT), which expression shall include its successors, executors, administrators, and assigns where the context so admits, hereby leases the following described premises (hereinafter referred to as LEASE).
2. **PREMISES:** Commercial retail space located at 39 Charles Street, Boston MA 02114 (containing approximately 1750 square feet) together with the right to use the basement area immediately below the commercial retail space (hereinafter referred to collectively as PREMISES) except that area of the basement required for the mechanicals for the operation of the Building of which the PREMISES is a part.
3. **INITIAL TERM:** The Initial Term of the LEASE shall be for four (4) years commencing February 1, 2024 and terminating January 31, 2028.
4. **RENEWAL TERM(s):** The TENANT having cured all defaults and having not been in default, on more than one occasion, in the performance of any term, condition or provision of the LEASE, or more than ten days late in the payment of Base Monthly Rent on more than three occasions during the Initial Term (See: Article 3 of the LEASE) shall have the option to renew the LEASE. The Renewal Term shall be for four (4) years commencing February 1, 2028 and terminating January 31, 2032. TENANT must give written notice to LANDLORD of TENANT's intention to renew the LEASE for the Renewal Term no later than ten (10) months prior to the expiration of the Initial Term of the LEASE. Base Monthly Rent for the first year of the Renewal Term shall be negotiated between the LANDLORD and TENANT according to the then fair market Base Monthly Rent for the PREMISES, to be determined by an independent appraiser chosen by LANDLORD and TENANT at least six (6) months prior to the commencement of the Renewal Term. By no means, however, shall the Base Monthly Rent for the Renewal Term be less than the Base Monthly Rent for the final year of the Initial Term of the LEASE.
5. **BASE MONTHLY RENT:** The TENANT shall pay to the LANDLORD Base Monthly Rent as follows:
Initial Term:
Year One: \$13,500.00 per month
Years Two - Four: Adjusted per Article 6 of the LEASE
Renewal Term:
Year One: Adjusted per Article 4 of the LEASE
Years Two - Four: Adjusted per Article 6 of the LEASE.
6. **ADJUSTED RENT:** For purposes of this Section, "CPI" means the Consumer Price Index of the United States Bureau of Labor Statistics for Urban wage earners and Clerical workers, Northeast Urban, or any comparable successor or substitute index designated by the LANDLORD, appropriately adjusted; "Base-Month CPI" means the CPI published for November 2023. Adjusted

Rent shall be calculated on each February following the "Base-Month CPI" (November, 2023) for the remainder of the LEASE term, including all extensions. The Base Monthly Rent for the forthcoming lease year shall be increased over the previous Base Monthly Rent by multiplying one hundred percent (100%) of the same percentage that the CPI published for that February increases over the previous 12-month period. Said increase shall be capped at 2.5% per annum. In no event, however, shall the base monthly rent for any year be less than the previous year.

7. **SECURITY DEPOSIT:** TENANT has deposited with LANDLORD the amount of \$13,500.00 which shall be held by LANDLORD as security for the payment of all fixed rent and for the faithful performance by TENANT of all other covenants and agreements, and shall be applied in accordance with the following terms and conditions: LANDLORD shall provide TENANT with written notice of a default under the terms of the LEASE prior to applying the security deposit or a portion of the security deposit. Such use of the Security Deposit being with LANDLORD's sole discretion. If all or any part of the Security Deposit is applied to an obligation of TENANT, TENANT shall restore the Security Deposit to its full amount immediately upon request by LANDLORD. LANDLORD may commingle the Security Deposit with its other funds and retain any interest on the Security Deposit, and no trust relationship is created with respect to the Security Deposit. Provided that LANDLORD gives TENANT notice of the name of grantee or transferee upon any conveyance by LANDLORD of its interest under the LEASE, the Security Deposit shall be delivered by LANDLORD to LANDLORD's grantee or transferee. TENANT hereby agrees that upon any such delivery, LANDLORD shall be released from any and all liability with respect to the Security Deposit, its application and return, and TENANT shall look solely to LANDLORD's grantee or transferee for the same.

The Security Deposit, or any part not previously applied by LANDLORD, shall be returned within thirty (30) days to TENANT after both the expiration of the LEASE term and TENANT having fully vacated the PREMISES in accordance with the terms of the LEASE, notwithstanding that the LEASE has been terminated by LANDLORD. It is the intention of the parties that the Security Deposit shall secure LANDLORD not only as to default by TENANT before such termination, but also from any deficiency of Fixed rent, additional rent or post-termination occupancy charges payable to LANDLORD by TENANT.

TENANT shall not assign or encumber or attempt to assign or encumber the Security Deposit, and either LANDLORD, its successor, or assigns shall not be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance.

8. **ADDITIONAL RENT DUE TO TAXES AND INSURANCE:** TENANT shall pay twenty-five percent (25%) of all real estate taxes and assessments levied by governmental authority against the PREMISES and the Building of which the PREMISES is a part and its associated land and personality or taxes in lieu thereof. TENANT shall also pay twenty-five percent (25%) of all insurance charges for the entire building of which the PREMISES is a part. LANDLORD will notify TENANT of any tax bills and insurance charges and TENANT shall reimburse the LANDLORD for said amount within 10 days. LANDLORD shall provide copies of tax bills or other bills which are the subject of reimbursement according to the terms of the LEASE upon request by TENANT.
9. **UTILITIES:** The TENANT shall pay, as they become due, all bills for electricity and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the PREMISES servicing the PREMISES. The TENANT shall pay as they become due fifteen percent (15%) of all bills for water and sewer that are furnished to the Building of which the

PREMISES. Should any utility furnished to the PREMISES not be currently separately metered or sub-metered TENANT shall provide and install the appropriate separate meter or sub-meter at TENANT's sole expense. LANDLORD shall have no obligation to provide utilities or equipment other than the utilities and equipment within the PREMISES as of the commencement date of the LEASE. In the event TENANT requires additional utilities or equipment, the installation and maintenance thereof shall be the TENANT's sole obligation, provided that such installation shall be subject to the written consent of the LANDLORD.

- 10. USE OF PREMISES:** The PREMISES shall be used and occupied by TENANT solely for the purpose of restaurant with beer and wine, as well as ancillary uses such as takeout food services, provided all necessary permits are obtained in advance by TENANT from all applicable Federal, State, Municipal or Local agencies, authorities and/or departments but for no other purpose. In using or occupying the PREMISES for such purpose, TENANT shall not cause unreasonable discomfort or annoyance to other TENANTS of the Building of which the PREMISES is a part or passersby (including the emission of odors) or do or fail to do other acts which, in LANDLORD's reasonable judgment, may tend to degrade the economic status of the Building of which the PREMISES is a part or interfere with its most effective operation. The TENANT shall not install in the PREMISES any stoves, ovens, cooktops, fryers, toasters, or grills. TENANT may install a rotisserie for cooking chickens, warming plates, steam tables, sandwich presses, coffee machines and a microwave oven.

LANDLORD MAKES NO WARRANTIES OR REPRESENTATIONS THAT THE PREMISES ARE FIT OR MAY BE USED FOR A PARTICULAR USE OR PURPOSE INCLUDING WITHOUT LIMITATION THE USE AS SPECIFIED HEREIN.

- 11. COMPLIANCE WITH LAWS:** The TENANT acknowledges that no trade or occupation shall be conducted in the PREMISES or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal by-law or ordinance in force in the city or town in which the PREMISES is situated.
- 12. FIRE INSURANCE:** The TENANT shall not permit any use of the PREMISES which will make voidable any insurance on the property of which the PREMISES are a part, or on the contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers.
- 13. MAINTENANCE: (A) TENANT OBLIGATIONS:** TENANT covenants and agrees with LANDLORD that during the terms of the LEASE or any extension or renewal thereof and for such further time as TENANT shall hold PREMISES or any extension or renewal thereof, TENANT:
- a. Will, excepting only damage by fire or other casualty and damage caused by willful act or negligence of LANDLORD, keep the PREMISES, including, without limitation, the door and window frames, the inner surfaces of all perimeter walls, and all fixtures, equipment, systems and other appurtenances in and to the PREMISES, in as good order and repair as the same may be at the commencement hereof or as the same may be put into during the Term of the LEASE or any extension or renewal thereof, normal wear and tear excepted, whichever standard may be greater including, without limitation, the replacement of damaged or broken glass in windows and doors.

- b. Will keep in good condition and repair the heating, ventilation and air conditioning system(s), equipment and fixtures serving the PREMISES, including replacement of such system(s), equipment and fixtures, if required, by a replacement system, equipment or fixtures of a reasonable and customary type and quality approved by LANDLORD (LANDLORD shall not unreasonably withhold his consent): will keep the PREMISES sufficiently heated to prevent any pipes or other fixtures or apparatus therein from freezing; will pay when due all charges for water and sewer (and all expenses related thereto including, without limitation, the cost of providing and installing any meter or meters that may be required to measure the same) at the PREMISES; and any other costs and expenses relating to utilities at the PREMISES.
- c. Will not suffer or permit the PREMISES or any fixtures therein or used in connection therewith, including, without limitation any electrical conductors, lines, or equipment and any water or sewer lines or pipes to be overloaded, damaged or defaced; will not commit or suffer to be committed any waste upon the PREMISES or the Building of which the PREMISES is a part or any public or private nuisance or any other act or thing which may disturb the quiet enjoyment of any other tenant or occupant of the Building of which the PREMISES is a part; and will not at any time place into, keep store use or permit anywhere in the PREMISES or the Building of which the PREMISES is a part any fluid, chemical, substance or other material whatsoever which is or maybe combustible, explosive or dangerous or have or create any offensive or objectionable odors or fumes or any material whatsoever in whatever form which, because of its quantity concentration, chemical, corrosive, flammable, reactive, toxic, infectious or radioactive characteristics, either separately or in combination with any substances, constitutes a present or potential threat to human health, safety, welfare, or to the environment, when improperly stored, treated, transported, disposed of used or otherwise managed; including but not limited to all those substances which are included under 42 U.S.C. 9601(14);
- d. Will not place or maintain any merchandise, trash, refuse or other articles in any vestibule or entry of the PREMISES, on the footwalls or corridors adjacent thereto or elsewhere on the exterior of the PREMISES or the Building of which the PREMISES is a part so as to obstruct any driveway, corridor, footwall, mall, or other common area; will not permit undue accumulations of or burn garbage trash rubbish or other refuse within or without the PREMISES, or cause or permit objectionable or offensive odors (whether or not customary to the use of the PREMISES permitted hereby) to emanate or to be dispelled from the PREMISES; will not use any apparatus, machinery, equipment or device in or about the PREMISES which may cause any damage or vibration to the PREMISES or the Building of which the PREMISES is a part or any part thereof; will not use or permit the use of any objectionable advertising medium (such as, without limitation, loudspeakers, phonographs, public address systems, and reception of radio and television broadcasts) which is any manner audible or visible outside of the PREMISES; will not solicit business, distribute handbills, or other advertising matter in the common areas, receive or ship articles of any kind outside the designated loading areas for the PREMISES, or use any common area adjacent to the PREMISES for the sale or display of any merchandise or for any other business, occupations or undertaking; and will not maintain an open front store or window, or opening in the window of any kind or variety, through which merchandise or other business may be transacted with persons in front of the PREMISES.
- e. Will maintain the PREMISES in a clean, orderly and sanitary condition free of insects, rodents, vermin and other pests, and will keep any garbage, trash, rubbish or other refuse in

vermin-proof containers within the interior of the PREMISES until removed on a daily basis. Without limiting the foregoing, TENANT shall, at its expense: (1) keep the PREMISES (including all furniture and furnishings therein) in a neat, clean, orderly and sanitary condition; (2) keep clean, or cause to be regularly and routinely cleaned, the PREMISES (including, without limitation, sweeping and washing of floors, vacuuming of carpets, dusting of equipment and furnishings, emptying of waste receptacles, and inspections by exterminators); (3) keep the inside and outside of all glass in the doors and windows of the PREMISES clean; (4) keep all exterior surfaces of the PREMISES clean; and (5) replace promptly any cracked or broken glass in the windows or doors of the PREMISES with glass of like kind and quality.

- f. LANDLORD shall have the right to access any part of the PREMISES to ensure that sanitary conditions are acceptable at the sole discretion of the LANDLORD. LANDLORD shall also have the right to take whatever action or institute whatever remediation process necessary to ensure that sanitary conditions are acceptable at the sole discretion of LANDLORD. Such action or remediation process shall be at the sole expense of TENANT. TENANT shall provide LANDLORD prior to the execution of the LEASE a written plan detailing the storage and removal of all trash and waste generated by the use of the PREMISES.

(B) LANDLORD'S OBLIGATIONS: The LANDLORD agrees to maintain the structure of the Building of which the PREMISES is a part in the same condition as it is at the commencement of the terms or as it may be put in during the term of the LEASE, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance is required because of the TENANT's negligence or those for whose conduct the TENANT is legally responsible.

- 14. INSTALLATION OF EQUIPMENT AND FLOOR CAPACITY:** TENANT shall not place any load upon any floor of the PREMISES which exceeds the floor load capacity (calculated on a square foot basis) and which is allowed by law. TENANT will not move any safe, heavy machinery, heavy equipment, freight, bulky matter or fixtures into or out of the Building of which the PREMISES is a part without LANDLORD's prior written consent. The moving and installation of such machines and equipment shall be at the sole risk and hazard of the TENANT.

- 15. ALTERATIONS – ADDITIONS:** The TENANT shall not make structural alterations or additions to the PREMISES or the Building of which the PREMISES is a part, but may make non-structural alterations or additions provided all necessary permits are obtained in advance by TENANT from all applicable Federal, State, Municipal or Local agencies, authorities and/or departments and that all alterations or additions are performed in compliance with such agencies', authorities' or departments' codes, ordinances and/or regulations and provided the LANDLORD consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations or additions shall be at TENANT's sole cost and expense and shall be in quality at least equal to the present construction. TENANT shall not permit any mechanics' liens, or similar liens to remain upon the PREMISES for labor and material furnished to TENANT or claimed to have been furnished to TENANT in connection with work of any character performed or claimed to have been performed at the direction of TENANT and shall cause any such lien to be released of record forthwith without cost to LANDLORD. Any alterations or improvements made by the TENANT shall become the property of the LANDLORD at the termination of occupancy as provided herein. No hole shall be made in the stone or brickwork of

the Building of which the PREMISES is a part, nor use any equipment that requires outdoor venting.

- 16. TENANT'S RISK:** Except as modified by statute, all merchandise, furniture, fixtures and property which may be on or about the PREMISES shall be at the sole risk and hazard of TENANT, and if the whole or any part of the PREMISES is destroyed or damaged by fire, water, or by leaking or bursting of water pipes, or in any other manner no part of such loss or damage will be charged to LANDLORD unless caused by LANDLORD's willful conduct or negligence.
- 17. ASSIGNMENT – SUBLEASING:** The TENANT shall not assign or sublet the whole or any part of the PREMISES without LANDLORD's prior written consent, which consent shall not be unreasonably withheld. The LANDLORD shall take into consideration the assignee's experience, assignee's credit worthiness and the types of products to be sold at the PREMISES by the assignee in making such decision. Notwithstanding such consent, TENANT shall remain liable to LANDLORD for the payment of all rent and for the full performance of the covenants and conditions of the LEASE unless otherwise agreed to in writing. As used herein the term "assign", "assignment", or "sublet" shall be deemed to include without limitation: (a) any transfer of TENANT's interest in the LEASE by operation of law, the merger or consolidation of TENANT with or into any other firm or corporation; or (b) the transfer or sale of a more than thirty percent (30%) interest in the TENANT's business whether by sale of its capital stock or otherwise. Additionally, any additional rent collected as a result of an assignment or sublet shall inure for the benefit of the LANDLORD and not TENANT.
- 18. SUBORDINATION:** The LEASE is and shall be subject and subordinate to all mortgages which may now or hereafter affect the Building of which the PREMISES is a part and to all renewals, modifications, consolidations, replacements, and extensions of such mortgages. In confirmation of such subordination, TENANT shall, on demand, execute promptly any certificate that the LANDLORD may request. The TENANT hereby irrevocably constitutes and appoints the LANDLORD the attorney-in-fact of TENANT to execute, acknowledge and deliver any such certificate for and on behalf of TENANT. If LANDLORD requires such subordination from the TENANT, LANDLORD shall cause the mortgagee to execute the non-disturbance agreement in favor of the TENANT. From time to time on request, the TENANT will deliver to LANDLORD a statement in writing certifying that the LEASE is unmodified and in full force and effect (or that the same is in full force and effect as modified and stating the modifications) and the dates to which the rent and other charges have been paid and stating whether or not LANDLORD is in default under the terms and conditions of the LEASE and if so, specifying each such default.
- 19. LANDLORD'S ACCESS:** The LANDLORD or agents of the LANDLORD shall have the right, upon twenty-four (24) hour notice by e-mail to TENANT (except in the event of an emergency as indicated below) without charge to LANDLORD and without reduction in rent, at reasonable times, for any purpose, with TENANT's consent not to be unreasonably withheld, to enter to view the PREMISES, remove placards and signs not approved and affixed as herein provided, make repairs and alterations as LANDLORD should elect to do, show the PREMISES to others, and at any time six (6) months prior to the expiration of the Initial Term or any final Renewal Term that TENANT chooses to exercise, may affix to any suitable part of the PREMISES a notice for letting or selling the PREMISES or property of which the PREMISES are a part and keep the same so affixed without hindrance or molestation. During the same six months period, LANDLORD may show the PREMISES to persons wishing to lease the PREMISES in a manner as to not unnecessarily interfere with TENANT's business. TENANT shall provide LANDLORD with copies of all keys for entry to the PREMISES in case of any emergency in the PREMISES or

in the Building of which the PREMISES is a part. LANDLORD or its representatives may enter the PREMISES (forcibly, if necessary) at any time to take such measures as may be needed to cope with such emergency.

20. LANDLORD'S RULES AND REGULATIONS: TENANT shall abide by any reasonable rules and regulations as the LANDLORD may make from time to time. The LANDLORD shall not be responsible to the TENANT, or to the TENANT's agents, employees, servants, licenses, invitees, or visitors, for failure to enforce any of the rules and regulations or for the nonobservance or violation of any of said rules and regulations by any other TENANT or by any other person.

21. INDEMNIFICATION AND LIABILITY: The TENANT will save LANDLORD harmless, and will exonerate and indemnify LANDLORD, from and against any and all claims, liabilities or penalties.

- (a) On account of or based upon any injury to person, or loss of or damage to property sustained or occurring or emanating from the PREMISES on account of or based upon the act, omission, fault, negligence or misconduct of any person except LANDLORD, its employees, agents and independent contractors.
- (b) On account of or based upon any injury to person or loss of damage to property, sustained on or occurring elsewhere in or about the Building of which the PREMISES is a part by the TENANT or by any person claiming by, through or under TENANT, except where caused by the negligence, fault or misconduct of LANDLORD, its employees, agents and independent contractors, and in addition to and not in limitation of either of the foregoing subdivisions (a) and (b);
- (c) On account of or based upon any work done by or on behalf of TENANT done on the PREMISES or the Building of which the PREMISES is a part; and, in respect of any of the foregoing, from and against all costs, expenses (including reasonable attorney's fees if awarded by a court of competent jurisdiction), and liabilities incurred in or in connection with any such claim, or any action or proceedings; and in case any action or proceeding is brought against LANDLORD by reason of any such claim, TENANT upon notice from LANDLORD, shall at TENANT's expense resist or defend such action or proceeding and employ counsel reasonably satisfactory to LANDLORD.

22. TENANT'S LIABILITY INSURANCE: The TENANT shall maintain with respect to the PREMISES and the property of which the PREMISES is a part: comprehensive public liability insurance in the amount of \$1,000,000.00, with property damage insurance in limits of \$1,000,000, in responsible companies qualified to do business in Massachusetts and in good standing therein (with an A.M. Best's rating of "A", VIII or better) insuring the LANDLORD as well as TENANT against injury to persons or damage to property as provided. Insurance policies shall name LANDLORD as an additional insured. The TENANT shall deposit with the LANDLORD certificates for such insurance at or prior to the commencement of the LEASE term, thereafter at each anniversary and within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled without at least thirty (30) days prior written notice to each assured named therein.

Umbrella Liability: TENANT agrees to maintain umbrella liability coverage with limit of \$2,000,000.00 per occurrence. Umbrella coverage is to apply in excess of the insurance coverage listed above.

23. FIRE CASUALTY – EMINENT DOMAIN: Should a substantial portion of the PREMISES or of the Building of which the PREMISES is a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the LANDLORD may elect to terminate the LEASE. When such fire, casualty, or taking renders the PREMISES substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the TENANT may elect to terminate the LEASE if: (a) the LANDLORD fails to give written notice within thirty (30) days of LANDLORD's intention to restore the PREMISES, or (b) the LANDLORD fails to restore the PREMISES to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty or taking. The LANDLORD reserves and the TENANT grants to the LANDLORD, all rights which the TENANT may have for damages or injury to the PREMISES for any taking by eminent domain, except for damage to the TENANT's fixtures, property or equipment.

24. DEFAULT and BANKRUPTCY: In the event that (a) the TENANT shall default in the payment of any installment of rent, additional rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof; or (b) the TENANT shall default in the observance or performance of any other of the TENANT's covenants, agreements or obligations hereunder and such default shall not be corrected within (30) thirty days after written notice thereof; or (c) the TENANT shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of TENANT's property for the benefit of creditors, then the LANDLORD shall have the right thereafter, while such default continues to re-enter and take complete possession of the PREMISES, to declare the LEASE terminated, and remove the TENANT's effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The TENANT shall indemnify the LANDLORD against all loss of rent and other payments which the LANDLORD may incur by reason of such termination during the remainder of the LEASE term or any Renewal Term. TENANT shall have the right, however, to re-let the PREMISES according to the terms of Article 17 of the LEASE. If the TENANT shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on TENANT's part to be observed or performed under or by virtue of any of the provisions in any article of the LEASE, the LANDLORD, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the TENANT. If the LANDLORD makes any expenditures or incurs any obligations for the fees if so awarded by a court of competent jurisdiction in instituting, prosecuting or defending any action or proceeding, such sums paid, or obligations insured, with interest at the rate of 9% per annum and costs, shall be paid to the LANDLORD by the TENANT as additional rent.

25. LANDLORD's Right to Perform TENANT's Covenants: TENANT agrees, that if TENANT fails to make any payment or perform any other act as required in this LEASE, LANDLORD, in its sole discretion, without being under any obligation to do so, may make any payment or perform any other act on the part of the TENANT in such manner and to such extent as LANDLORD may reasonably deem desirable including paying necessary and incidental costs and reasonable attorneys' fees. The making of any such payment or the performing of any other act by the LANDLORD shall not waive, or release the TENANT from its obligations. All amounts so paid by LANDLORD shall be payable to LANDLORD on demand, with interest therein at an annual rate of nine percent (9%) and TENANT covenants to pay such amount promptly.

26. BROKER: N/A

27. ENTIRE AGREEMENT: The LEASE sets forth all agreement, understandings and

arrangements between the LANDLORD and TENANT and cannot be modified or amended except in writing duly executed by the LANDLORD and TENANT or a duly authorized representative or heir of the LANDLORD or TENANT.

- 28. PARTIAL INVALIDITY:** The invalidity of one or more phrases, sentences, clauses or articles shall not affect the remaining portions of the LEASE, and if any part of the LEASE should be declared invalid by the final order, decree or judgment of a court of competent jurisdiction, the LEASE shall be construed as if such invalid phrases, sentences, clauses or articles had not been inserted.
- 29. DELAYS-OMISSIONS:** No delay or omission on the part of the LANDLORD in exercising any right hereunder shall be deemed a waiver of such right or of any other right of the LANDLORD, nor shall any delay, omission or waiver on any one occasion be deemed a bar to or waiver of the same or any other right on any future occasion, and no waiver or alteration or modification of the terms and conditions of the LEASE shall be valid unless in writing signed by the LANDLORD and only to the extent therein set forth.
- 30. NOTICE:** Any notice from LANDLORD to TENANT or TENANT to LANDLORD relating to the PREMISES or the TENANT's occupancy thereof, shall be deemed duly served if hand delivered to the following address which may from time to time change as advised in writing: LANDLORD to TENANT: 39 Charles Street, Boston MA 02114 Or any notice may also be sent by LANDLORD to TENANT via email to the following email address: jasonindelicato@gmail.com. Should TENANT's email address change, TENANT must provide written notice to LANDLORD of such change within seven (7) days.
TENANT to LANDLORD: PO Box 540070, Waltham MA, 02454-0070. If said notice cannot be sent via registered or certified mail as a result of PO Box addresses, then said mail may be sent via Priority Mail. All rent notices shall be paid and sent to the LANDLORD at PO Box 540070, Waltham, MA, 02454-0070.
- 31. SURRENDER:** The TENANT shall at the expiration or other termination of the LEASE remove all TENANT's goods and effects from the PREMISES, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the TENANT, either inside or outside the PREMISES). TENANT shall deliver to the LANDLORD the PREMISES and all the keys, locks, thereto, and other fixtures connected therewith and all alterations and additions made to or upon the PREMISES, in good condition, damage by fire or other casualty only excepted. In the event of the TENANT's failure to remove any of TENANT's property from the PREMISES, LANDLORD is hereby authorized, without liability to LANDLORD for loss or damage thereto, and at the sole risk of TENANT, to remove and store any of the property at TENANT's expense, or to retain same under LANDLORD's control or to sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.
- 32. HOLDOVER:** If the TENANT remains on the PREMISES beyond the Expiration Date, such holding over shall not be deemed to create any tenancy at will, but the TENANT shall be a TENANT at sufferance only, at a daily rate equal to one and one-half (1 ½) times the rent and other charges for the last year under the terms and conditions of the LEASE. However, all other conditions of the LEASE to be performed by TENANT shall continue in force.

33. COVENANT OF QUIET ENJOYMENT: Subject to the terms of the LEASE, TENANT shall lawfully, peaceably and quietly have, hold, occupy and enjoy the PREMISES during the LEASE term or any renewal thereof without unreasonable hindrance by LANDLORD or by any persons claiming under the LANDLORD.

34. CHOICE OF LAW: This LEASE shall be governed by the laws of the Commonwealth of Massachusetts, and all disputes shall be subject to the jurisdiction of the Courts of the Commonwealth of Massachusetts

35. OTHER PROVISIONS:

- a. **Recording of Lease.** TENANT will promptly record a Notice of Lease, at TENANT's sole expense, with appropriate Registry of Deeds in form and substance compliant with the Registry custom and M.G.L.c. 183.4 LANDLORD shall promptly execute said Notice of Lease upon request in order to effectuate such recordation.
- b. **Snow Removal.** TENANT shall be responsible for the removal of snow and ice and properly ice melting the sidewalks bordering upon the PREMISES.
- c. **Account Numbers.** TENANT shall provide LANDLORD with account numbers and access numbers for all utilities furnished to the PREMISES for confirmation by LANDLORD that all bills due have been paid.
- d. **Late Payment Penalties.** TENANT shall pay to LANDLORD the following penalties for late payment of Base Monthly Rent and for TENANT checks returned to LANDLORD due to insufficient funds. **Late Payment:** \$100.00 (per every ten days late); **Insufficient Funds:** \$50.00 (plus any penalties accrued under the Late Payment penalty).

Signatures on following page

IN WITNESS WHEREOF, the said parties hereunto set their hands and seal this 28th day of July 2023.

TENANT:

Post Road Company LLC
Jason Indelicato, Individually

Jason Indelicato, President
For Post Road Company LLC

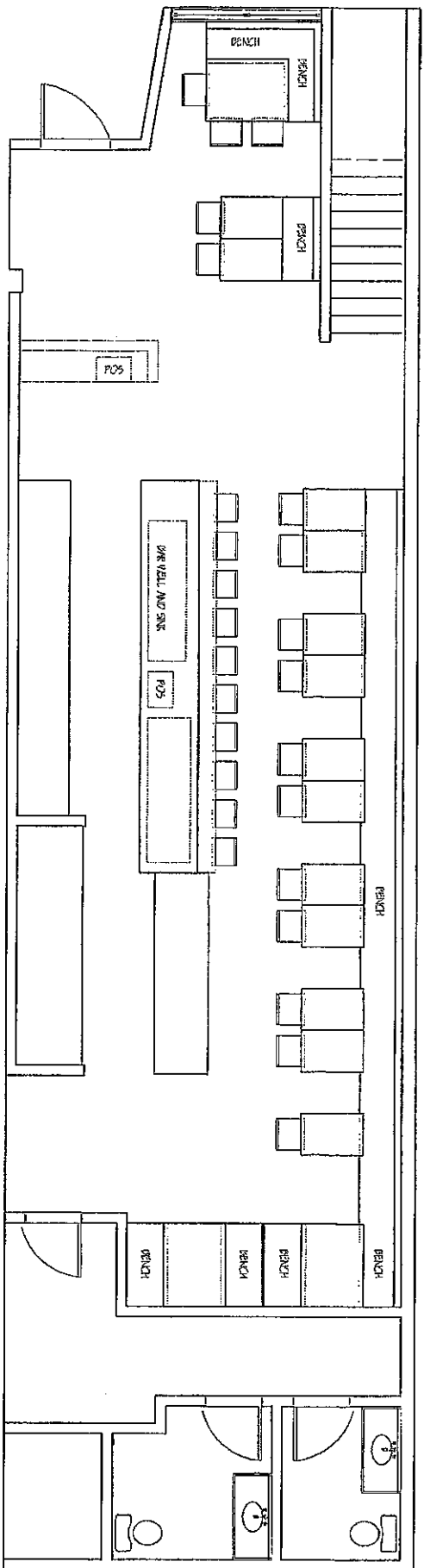
Jason Indelicato, Individually

LANDLORD:

Empire Realty Trust

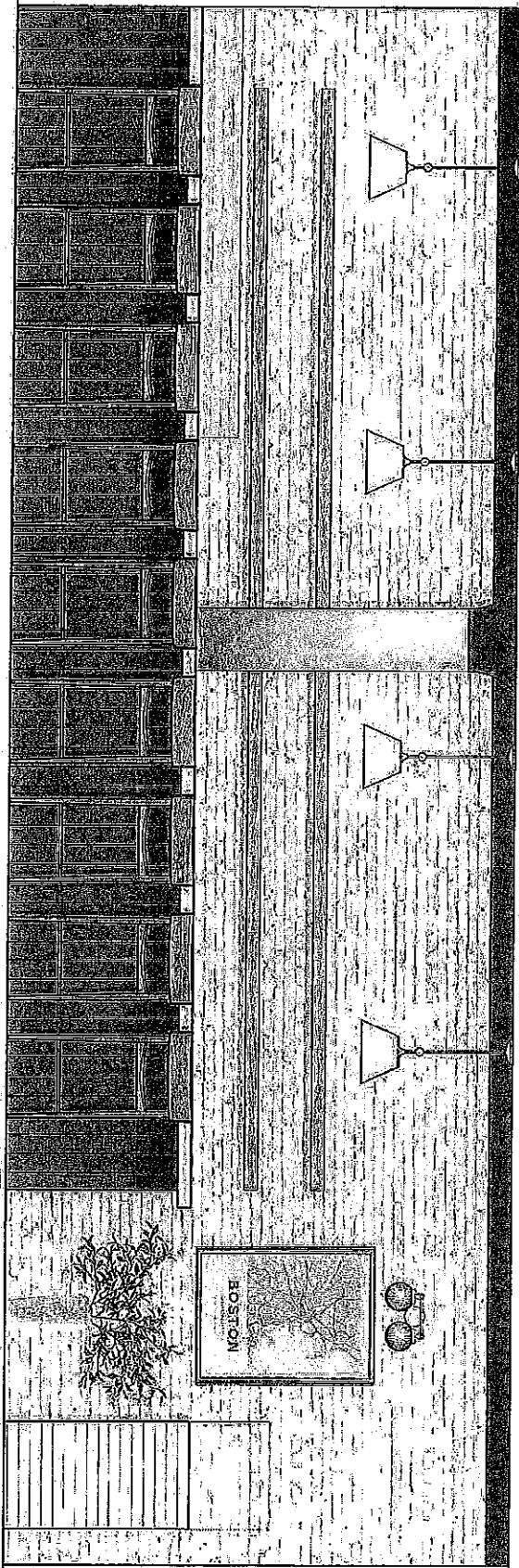
Bill Rao, Trustee
For Empire Realty Trust

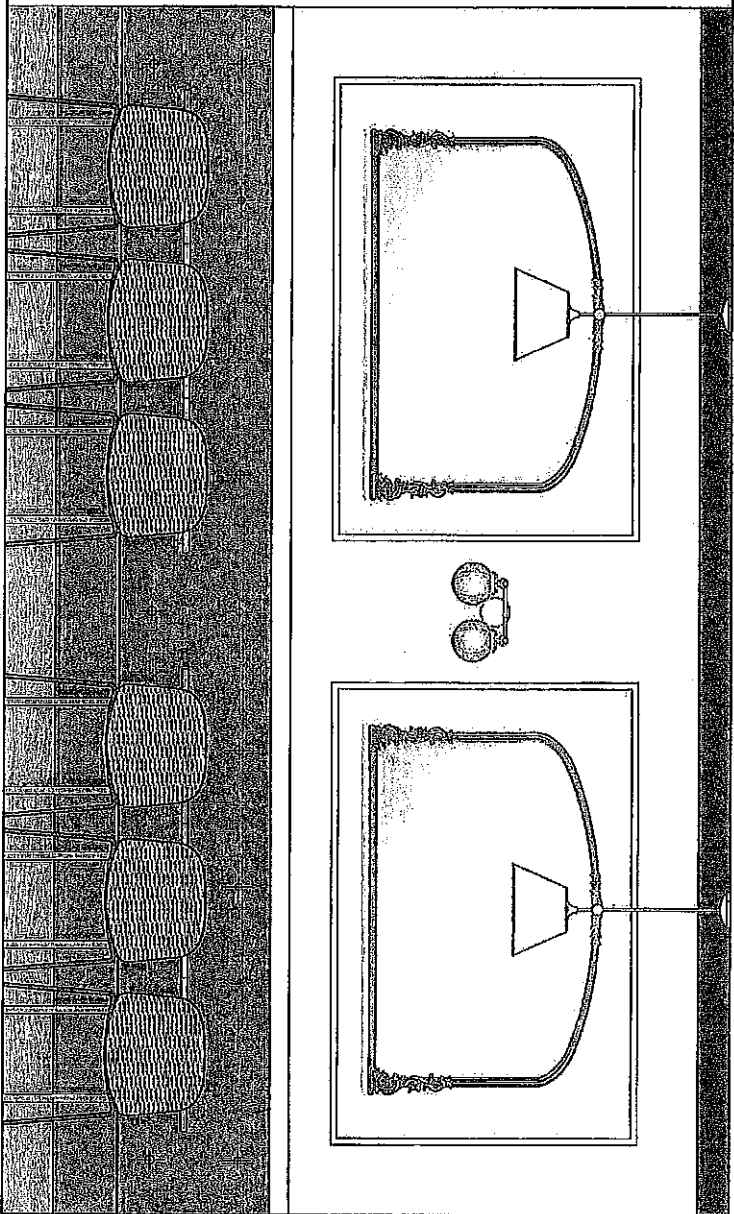
FLOORPLAN



PROPOSED "HILL KITCHEN" 39 CHARLES STREET
FLOOR PLAN

PROPOSED: "HILL KITCHEN" 39 CHARLES STREET
ELEVATION I





PROPOSED: "HILL KITCHEN" 39 CHARLES STREET
ELEVATION 2

HILL KITCHEN

Soup

New England Clam Chowder
Grandmother's Homemade Chicken Soup
Cajun Black Bean Soup

Hand Crafted Sandwiches

~**Ultimate Roast Beef Sandwich:** Grass Fed Angus Beef with Swiss, Onions, Lettuce and Horseradish on Jewish Rye
~**Moonlight in Beacon Hill:** Organic Roast Turkey Breast with Vermont Cheddar, Apple Slices, Mayo on Sourdough.
~**John Alden:** Farm Raised Organic Turkey, Cranberry Sauce, Homemade Stuffing, Mayo on Brioche.
~**The Hillbilly:** Roast Beef, American Cheese, Peppers, Onions, and Mayo on a Submarine Roll.
~**Rueben's Delicatessen:** Corned Beef Brisket, Swiss, Sauerkraut and Russian Dressing on Grilled Jewish Rye.
~**Atlantic and Pacific:** Albacore White Tuna: Tuna salad, Lettuce, Tomato and Mayo on Sourdough.
~**The Godfather:** Deli Ham, Genoa Salami, Mortadella, Provolone, Hot Pepper Relish, Onion, Tomato, Pickles, Oil and Vinegar on a Submarine Roll.
~**Garden Club:** Lettuce, Tomato, Avocado, Apple, Cucumber, Onion, Honeycup Mustard on Wheat Bread.
~**Grilled Cheese:** Vermont Cheddar, White Bread.

Salads and Bowls

Charles Street Steak House: Signature House Salad
Caesar Salad
Shrimp Tempura, Ponzu and Cucumber Salad
Iceberg Wedge Salad
Classic Acai Bowl

After 4:30 / Saturday and Sunday

HILL KITCHEN

Soup

New England Clam Chowder
Grandmother's Homemade Chicken Soup
Cajun Black Bean Soup

Hand Crafted Sandwiches

~**Ultimate Roast Beef Sandwich:** Grass Fed Angus Beef with Swiss, Onions, Lettuce and Horseradish on Jewish Rye
~**Moonlight in Beacon Hill:** Organic Roast Turkey Breast with Vermont Cheddar, Apple Slices, Mayo on Sourdough.
~**John Aiden:** Farm Raised Organic Turkey, Cranberry Sauce, Homemade Stuffing, Mayo on Brioche.
~**The Hillbilly:** Roast Beef, American Cheese, Peppers, Onions, and Mayo on a Submarine Roll.
~**Rueben's Delicatessen:** Corned Beef Brisket, Swiss, Sauerkraut and Russian Dressing on Grilled Jewish Rye.
~**Atlantic and Pacific:** Albacore White Tuna: Tuna salad, Lettuce, Tomato and Mayo on Sourdough.
~**The Godfather:** Deli Ham, Genoa Salami, Mortadella, Provolone, Hot Pepper Relish, Onion, Tomato, Pickles, Oil and Vinegar on a Submarine Roll.
~**Garden Club:** Lettuce, Tomato, Avocado, Apple, Cucumber, Onion, Honeycup Mustard on Wheat Bread.
~**Grilled Cheese:** Vermont Cheddar, White Bread.

Salads and Bowls

Charles Street Steak House: Signature House Salad
Caesar Salad
Shrimp Tempura, Ponzu and Cucumber Salad
Iceberg Wedge Salad
Classic Acai Bowl

After 4:30 / Saturday and Sunday

Hot Buttered or Cold Maine Lobster Roll: Bibb Lettuce with Hill Fries or Slaw
Grass Fed Burger: Sauce Gribiche, Shredded Lettuce with Hill Fries or Slaw
House Smoked Pork Sausage: Onions & Peppers, Sweet Garlic Mayo
Grilled Tuna Burger: Sweet Soy & Ginger Mayo, Kim Chee with Hill Fries or Slaw
Fried Chicken: Blue Cheese, Sweet Onion Mayo with Hill Fries or Slaw
Charles Street Steak House: House Marinated, Grass Fed, Vermont Beef Tips.
South Congress Tacos: Choice of Steak, Tuna or Chicken

Sides and Appetizers

Hill Signature Shoestring Fries
Grilled Asparagus
Cornbread Skillet Maple Butter
Buttermilk Biscuit Honey Rosemary Butter
Beer Battered Fried Clams and House Tarter
Grandmothers Deviled Eggs
Roman Coleslaw

Dessert

Goldbrick Sundae Ice Cream
Vermont Maple Ice cream and donuts
Vermont Cheesecake
1591 English Carrot Cake
Downeast Maine Blueberry Crumble

