

RESTAURANT LEASE AND BANQUET SERVICE AGREEMENT

This Restaurant Lease and Banquet Service Agreement (this "**Lease**"), executed and effective on the date set forth in the Summary of Basic License Information (the "**Summary**") below, is made by and between Lexi Hospitality Revere, Inc., a Delaware corporation ("**Landlord**"), and Revere Restaurant Operator, a Massachusetts limited liability company ("**Tenant**").

SUMMARY OF BASIC LEASE INFORMATION

<u>BASIC TERMS OF LICENSE</u>	<u>DESCRIPTION</u>
Effective Date:	<u>Aug 1st</u> , 2021
Hotel:	Marriott Springhill Suites at Waterfront Square (the " Hotel "), located at 400 Ocean Avenue, Revere, Massachusetts, located on that certain 57,095 square foot tract of land described in <u>Exhibit A</u> attached hereto and made a part hereof.
Premises:	The 5750.6 square feet of rental space as shown on the space plan attached hereto as <u>Exhibit B</u> .
Lease Term:	The initial Lease Term (" Initial Term ") shall be five (5) years from the Effective Date. The period commencing on the first calendar day following the Commencement Date and ending on the last day of the twelfth (12 th) month thereafter is the " Initial Lease Year " and every twelve month period thereafter during the Lease Term shall be referred to as a " Lease Year ".
Renewal Term:	Tenant shall have the right to extend the Initial Term for one (1) additional term of five (5) years subject to the terms and provisions of Article 21 below.
Rent Commencement Date:	The Rent Commencement Date is the date that the Hotel opens for business (targeted for January 1, 2022). Landlord shall give Tenant not less than thirty (30) days advance notice of when the Hotel is scheduled to open for business.
Base Rent (Section 3.1):	During the Initial Lease Term, monthly base rent (the " Base Rent "), plus applicable sales, use and rent taxes shall be as follows: Lease Year 1: \$14,376.50 Lease Year 2: \$16,772.58 Lease Year 3: \$16,772.58 Lease Year 4: \$18,210.23





Lease Year 5: \$18,210.23

Security Deposit:

Three (3) months of the Base Rent.

Utilities:

Landlord shall make available to the Premises and Tenant is responsible for the payment of the cost of the installation and use of all utilities used or useable in connection with the Premises as provided in Section 6.2 below.

Permitted Use (Article 5):

Tenant shall use the Premises to provide the following services (the "Services"): Two meal restaurant, bar and lounge operation during such hours determined by Tenant, but in accordance with Landlord's Brand Standards (as hereinafter defined), primarily serving lunch and dinner or such other uses as determined by Tenant and reasonably approved by Landlord; additionally, Tenant will provide service to the Meeting Rooms and Room Service as more particularly set out below.

Address of Tenant (Section 27.18):

50 Liberty Drive Unit 5D, Boston, MA 022104
Boston, MA 022104
Attention: Martin A. Bloom

Address of Landlord (Section 27.18):

400 Ocean Avenue
Revere, MA 02151
Attention: _____

Broker(s) (Section 27.24):

None

ARTICLE 1

PREMISES, HOTEL, COMMON AREAS AND BREAKFAST AREA

1.1 Premises, Common Areas and Breakfast Area

1.1.1 **The Premises.** Landlord hereby leases to Tenant, and Tenant hereby accepts such lease from Landlord for the premises set forth in the Summary (the "**Premises**") upon the terms and conditions set forth herein. The outline of the Premises is set forth in Exhibit B attached hereto. Landlord and Tenant hereby acknowledge and agree that the square footage of the Premises is as set forth in Section 2.2 of the Summary and that such square footage shall not be subject to re-measurement or modification. The parties hereto agree that the leasing of the Premises is upon and subject to the terms, covenants and conditions herein set forth, and each Party covenants as a material part of the consideration for this Lease to keep and perform each and all of such terms, covenants and conditions by it to be kept and performed, and that this Lease is made upon the condition of such performance. The parties hereto hereby acknowledge that the purpose of Exhibit B is only to show the approximate location of the Premises in the "Hotel" as that term is defined in Section 1.1.2, below, and such Exhibit is not meant to constitute an agreement, representation or warranty as to the construction of the Premises, the precise area thereof or the specific location of the "Common Areas," as that term is defined in Section 1.2, below, or the elements thereof or of the access ways to the Premises or the "Hotel," as that term is defined in Section 1.1.2, below. The Premises is being leased in "as is, where is" condition, subject to the Landlord Work. Landlord shall not be obligated to provide or pay for any renovations, repairs, improvement work or services related to the improvement of the Premises except for (x) Landlord's Work and (y) damage caused by the acts, omissions, negligence or misconduct of Landlord or Landlord's contractors, agents, servants, employees, invitees, guests or licensees or arising from structural defects or the failure of systems, utilities or equipment in the Hotel. Tenant acknowledges that it is accepting the Premises "as is, where is" on the Effective Date subject to completion of the Landlord's Work described in Section 1.2 below. Tenant also acknowledges that neither Landlord nor any agent of Landlord has made any representation or warranty regarding the condition of the Premises or the Hotel or with respect to the suitability of any of the foregoing for the conduct of Tenant's business, except as specifically set forth in this Lease.

1.1.2 **Common Areas.** Tenant shall have the non-exclusive right to use in common with other occupants, guests and invitees of the Hotel, and subject to the rules and regulations referred to in Article 5 of this Lease, those portions of the Hotel which are provided, from time to time, for use in common by Landlord, Tenant and any other occupants, guests and invitees of the Hotel (the "**Common Areas**"). The manner in which the Common Areas are maintained and operated shall be at the sole discretion of Landlord and the use thereof (provided that Landlord agrees to maintain the Common Areas within its control in a condition substantially consistent with comparable Hotels in the general vicinity of the Hotel) shall be subject to such rules, regulations and restrictions as Landlord may make from time to time. Landlord shall have the right to close temporarily, make alterations or additions to, or change the location of elements of the Hotel and the Common Areas, as long as there is no adverse impact (other than any *de minimus* effect) on access to or the Tenant's ability to use the Premises for the Permitted Use. Tenant shall be the sole and exclusive food and beverage provider in the Common Areas except for any vending machines to the extent existing as of the Effective Date

1.1.3 **Breakfast Area.** Located in the Hotel adjacent to the Premises and designated on the space plan attached hereto as Exhibit C is an area for use by Landlord in providing breakfast services to the Hotel's guests. During the Lease Term, provided that the Premises are fully occupied by customers of Tenant, Tenant may use up to fifty percent (50%) of the Breakfast Area to provide restaurant services to its customers; it being understood that as customers of Tenant leave such area, Tenant shall promptly clean all areas used by such customers, including removing all dishes, utensils and trash. Further, Tenant shall



be responsible for any and all damage to the Breakfast Area and the furnishings of Landlord located therein resulting from such use.

1.2 **Landlord's Work**. Landlord is in the process of completing improvements to the Premises in accordance with the plans and specifications referenced in Exhibit D and incorporated herein by reference ("**Landlord's Work**"). No representations except those expressly contained herein have been relied on by Tenant with respect to the condition, design, amenities or completion of the Premises. Tenant will make no claim against Landlord on account of any representation of any kind, whether made by any agent, broker, officer or other representative of Landlord or which may be contained in any advertisement relating to the Premises unless such representation is specifically set forth in this Lease.

1.4 **Kitchen Equipment**. As part of Tenant's Work, Landlord shall install the kitchen equipment listed on Exhibit E for use thereof by Tenant (the "**Kitchen Equipment**"). During the Lease Term, Tenant shall maintain in good working order the Kitchen Equipment and replace and repair the Kitchen Equipment as necessary at its sole cost and expense. Upon termination of this Lease, the Kitchen Equipment shall be returned to Landlord in the same condition as at commencement of this Lease, normal wear and tear excepted.

ARTICLE 2

LEASE TERM

2.1 **Term**. The terms and provisions of this Lease shall be effective as of the Effective Date of this Lease as set forth in the Summary. The term of this Lease (the "**Lease Term**") shall be as set forth in the Summary, and shall commence on the date set forth in the Summary (the "**Rent Commencement Date**") and shall terminate on the date set forth in the Summary (the "**Lease Expiration Date**") unless this Lease is sooner terminated as hereinafter provided. For purposes of this Lease, the term "**Lease Year**" shall mean each consecutive twelve (12) month period during the Lease Term, provided that the last Lease Year shall end on the Lease Expiration Date. Landlord may postpone delivery of the Premises to Tenant until Tenant delivers to Landlord evidence of the insurance required of Tenant under Section 10.3 of this Lease, in which event the Rent Commencement Date shall begin as set forth in the Summary.

2.2 **Rent Commencement Date Certificate**. Landlord and Tenant shall execute a Rent Commencement Date Certificate in the form of Exhibit F within ten (10) days after the Hotel opens for business.

ARTICLE 3

RENT

3.1 **Base Rent**

Tenant shall pay, without prior notice or demand, to Landlord at such place as Landlord may from time to time reasonably designate in writing, in United States Dollars, the Base Rent as set forth in the Summary, payable in monthly installments, in advance on or before the first day of each and every calendar month during the Lease Term beginning on the Rent Commencement Date, without any setoff or deduction whatsoever. Tenant shall not pay the Base Rent or other sums payable under the Lease to Landlord for more than one (1) month in advance. If any Rent payment date (including the Rent Commencement Date) falls on a day of the month other than the first day of such month or if any payment of the Base Rent is for a period which is shorter than one month, the Base Rent for any fractional month shall accrue on a daily basis for the period from the date such payment is due to the end of such calendar month or to the end of the



Lease Term at a rate per day which is equal to 1/365 of the applicable annual Rent. All other payments or adjustments required to be made under the terms of this Lease that require proration on a time basis shall be prorated on the same basis. Any other payments due by Tenant hereunder shall be referred to herein as "Additional Rent" and together with the Base Rent referred to herein as the "Rent".

3.2 Rent Abatement

So long as no Event of Default then exists, Landlord agrees to abate Base Rent (the "Abatement") for the first three (3) months following the Rent Commencement Date. The Abatement is conditioned upon Tenant's full and timely performance of all of its obligations under the Lease. If at any time during the Term a default by Tenant occurs which is not cured within applicable notice and cure periods, then the Abatement, if any portion then remains, shall be suspended until such time as such default is cured by Tenant.

ARTICLE 4

ADDITIONAL PAYMENTS, DEPOSITS AND COSTS

4.1 Tenant's Expenses and Repair Obligations

In addition to paying the Rent specified in Article 3 of this Lease, except as specifically set forth in this Lease, from and after the Rent Commencement Date, Tenant shall pay all reasonable expenses, costs and amounts of every kind and nature in connection with the operation, management, maintenance, security, repair, replacement, restoration or operation of the food and beverage operations in the Premises, or any portion thereof, unless same are caused by the acts, omissions, negligence or willful misconduct of Landlord or Landlord's contractors, agents, servants, employees, invitees, guests or licensees or as otherwise provided for herein ("Tenant's Expenses"). Without limiting the generality of the foregoing, Tenant's Expenses shall specifically include any and all of the following: (i) the cost of maintenance and service contracts in connection therewith; (ii) the cost of licenses, certificates, permits and inspections and the cost of contesting any governmental enactments which may affect Tenant's Expenses; (iii) the cost of all liability insurance and insurance on Tenant's personal property and equipment carried by Tenant; (iv) the cost of all supplies, tools, equipment and materials used in the operation and maintenance of the Premises, or any portion thereof; (v) fees and other costs, including consulting fees, legal fees and accounting fees, of all contractors and consultants in connection with the management, operation, maintenance and repair of the Premises (except as provided in Section 7.1); (vi) wages, salaries and other compensation and benefits, including taxes levied thereon, of all persons engaged in the operation, maintenance and security of the Premises; and (vii) the cost of janitorial for the Premises. Tenant shall, throughout the Lease Term, take good care of the Premises and the fixtures and appurtenances therein and at Tenant's sole cost and expense, make all nonstructural repairs thereto as and when needed to preserve them in good working order and condition, reasonable wear and tear excepted. In addition, all damage or injury to the Premises or to any other part of the Hotel, or to its fixtures, equipment and appurtenances, whether requiring structural or nonstructural repairs, caused by or resulting from the negligence or willful misconduct of Tenant or Tenant's contractors, agents, servants, employees, invitees, guests or licensees, shall be repaired promptly by Tenant, at its sole cost and expense.

4.2 Taxes. From and after the Rent Commencement Date, Tenant shall pay all Tax Expenses associated with operation of the Premises, as and when due. "Tax Expenses" shall mean all federal, state, county, or local governmental or municipal taxes, fees, charges or other impositions of every kind and nature (other than real estate taxes) related to Tenant's possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy of the Premises, whether general, special, ordinary or extraordinary (including, without limitation, sales tax, leasehold or license taxes or taxes based upon the



receipt of rent or other similar payment, including gross receipts or sales taxes applicable to the receipt of rent or other similar payment, personal property taxes imposed upon the fixtures, machinery, equipment, apparatus, systems and equipment, appurtenances, furniture and other personal property used in connection with the Premises, or any portion thereof), which shall be paid or accrued during any Lease Year (without regard to any different fiscal year used by such governmental or municipal authority) because of or in connection with the leasing and operation of the Premises or any portion thereof. Tax Expenses shall include, without limitation, any tax on the rent, right to rent or other income from the Premises, or any portion thereof.

4.3 **Security Deposit.** Prior to the Rent Commencement Date, Tenant shall pay to Landlord the sum equal to three (3) times the monthly Base Rent then in effect as of the last Lease Year of the Initial Term, which represents a security deposit to be held by Landlord without interest for the full and faithful performance by Tenant of the terms and conditions of this Lease (the "**Security Deposit**"). Landlord may, without notice to Tenant or any judicial process, utilize such part of the Security Deposit as is necessary to cure any default of Tenant under this Lease (should Tenant be in default past the applicable notice and/or cure period) and in such event Tenant shall within a reasonable time replace such portions as may be expended by Landlord. Upon the expiration of this Lease (except arising due to a default by Tenant), delivery of the Premises to Landlord in their original condition, ordinary wear and tear excepted, and also except any casualty which Tenant is not required to restore hereunder, then the Security Deposit shall be returned to Tenant without interest within thirty (30) days. Upon any conveyance of the Hotel by Landlord to a successor in interest, if the successor agrees to become liable to Tenant for the return of the Security Deposit, then the conveying party shall be released from any responsibilities related to the Security Deposit. Landlord shall not be required to hold the Security Deposit in any special account for the benefit of the Tenant and the Security Deposit may be co-mingled with Landlord's funds. The rights of the Landlord shall in no way be limited or restricted by the Security Deposit, and the Landlord shall have the absolute right to pursue any available remedies to protect its interests herein, as if the Security Deposit had not been made. Tenant will be charged for any checks or payments received by Landlord from Tenant and returned for "insufficient funds", in addition to any late fees which may be accrued.

4.4 **Guest Folio Charges.** Tenant will provide Landlord with a detailed list of all Guest Room Charges, amenities, vouchers and other amounts charged to a Hotel guest's folio from the Premises on a daily basis. Tenant shall also submit to Landlord, a detailed weekly (Sunday thru Saturday) invoice that will include the following: (i) original receipts signed by guests for all Guest Room Charges, (ii) approved Hotel amenity request forms that have been approved by authorized managers of the Hotel, (iii) original house charge receipts with original authorized signature slip, signed and filled out, (iv) original breakfast vouchers and beverage vouchers along with the original receipts. Notwithstanding the foregoing, unsigned receipts and vouchers will be honored and paid by Landlord unless disputed by the applicable guest. Within ten (10) business days after receipt of the weekly invoice, Landlord shall pay to Tenant the amount of the invoice, subject to the following: any chargebacks, fraud, or guest disputed items that cannot be resolved by the Hotel based on the back up provided by Tenant will be deducted.

ARTICLE 5

USE OF PREMISES

5.1 Permitted Use; Use Restrictions

5.1.1 **Permitted Use; Use Restrictions.** Tenant shall use the Premises solely for the Permitted Use set forth in the Summary and Tenant shall not use or permit the Premises to be used for any other purpose or purposes whatsoever. Without limiting the foregoing, Tenant covenants not to do any of the following with respect to the Premises: (i) conduct any auction, fire, distress, going out of business,

liquidation, bankruptcy or like sales in the Premises or at the Hotel; (ii) display, sell, lease, or offer for sale or lease, in any manner on the Premises or on the Hotel, pornographic material of any kind, including books, magazines and movies; or (iii) engage in any activity or use the Premises for any purpose that is illegal or is not in keeping with the standards or character of a high quality, upscale Hotel or would otherwise unreasonably interfere with standard Hotel operations.

5.1.2 **Quality Standards.** Landlord and Tenant acknowledge that Landlord's primary concern is with the quality and reputation of the restaurant operations located in the Hotel and, therefore, the character and quality of Tenant's operation are of paramount concern to Landlord and have strongly influenced Landlord's selection of Tenant. Tenant acknowledges that the Hotel is being operated as a branded Marriott Springhill Suites hotel and that Landlord is obligated to operate the Hotel in accordance with the branding requirements for Springhill Suites hotels (the "**Branding Standards**"). Accordingly, Tenant agrees, as a material part of this Lease, that Tenant shall, throughout the Lease Term, maintain its quality and reputation, and the quality of its merchandise, consistent with a high quality, upscale hotel and the Brand Standards applicable to the Hotel. At all times during the Lease Term, Tenant shall utilize and operate its business and the Premises (or cause such utilization and operation) prudently and in a manner consistent with sound business practices and the Brand Standards, including, without limitation, the (i) maintenance of a proper staff of trained personnel, (ii) operation of Tenant's trade or business at the Premises on a fully-staffed basis during the hours set forth below, it being acknowledged by the parties that Tenant's staffing may well vary during the day and from day to day based on Tenant's anticipated labor needs for such day and time, and (iii) maintenance of the Premises fully stocked. Tenant agrees that on the date Tenant opens for business to the public, Tenant shall be fully staffed, stocked and open for the Permitted Use. Tenant further agrees to (i) comply with all use and noise limitations if any imposed on Tenant's operations by any applicable governmental authority or in connection with any liquor license and operating licenses authorizations; and (ii) ensure that no music or other sounds emanate from the Premises in violation of any laws or which would constitute an annoyance to Hotel guests.

5.1.3 **Maintenance of Premises.** Because of the location of the Premises in the Hotel and the critical importance of maintaining the Premises in a high quality condition as not to detract from the appearance and condition of the Hotel, Landlord shall have the right during the Lease Term to approve the concept, plans and specifications, and all improvements, including furniture and fixtures, for the Premises, with such approvals not to be unreasonably withheld or delayed. Once approved, Tenant agrees to keep the same in a high quality condition, reasonable wear and tear excepted.

5.1.4 **Tenant's Trade Name.** Tenant acknowledges that the name of Tenant's business establishment in the Premises is of utmost concern and importance to Landlord. Landlord shall therefore have the right to approve, the name of Tenant's business establishment to be located in the Premises, with such approvals not to be unreasonably withheld, conditioned, or delayed.

5.1.5 **Exclusivity.** During the Lease Term, Tenant shall have exclusivity within the Hotel for all food and beverage service and operations, including catering, lounge and bars, except for (i) the breakfast service provided by Landlord to Hotel guests, (ii) Room Service to Hotel guests if Tenant elects not to provide such service, (iii) Banquet Services should the right of Tenant to perform such services is terminated in accordance with section 5.1.9 below, and (iv) as may be required for third-party deliveries of food ordered directly by Hotel guests. Landlord agrees not to offer third party delivery service options to Hotel guests. If another occupant in the Hotel operates the Permitted Use in violation of its occupancy agreement, Landlord shall use commercially reasonable efforts, including prosecution of litigation, to attempt to enjoin such competing use. In consideration of the foregoing, neither Tenant nor any entity that at the time is controlled by Tenant, shall directly or indirectly, either individually or as a partner, shareholder or manager or otherwise, own, operate or become financially interested in, any restaurant, bar or other food or beverage facility of any kind which is open for business in Revere, Massachusetts for the period



commencing on the Rent Commencement Date and expiring two (2) years thereafter, without the prior written consent of Landlord which may be granted or withheld in Landlord's sole and absolute discretion. Landlord agrees to discuss and consider in good faith, any request by Tenant to pursue an opportunity in Revere, Massachusetts that would violate restriction in the preceding sentence, but Landlord shall retain the right, in Landlord's sole and absolute discretion, to reject Tenant's request and such good faith discussion.

5.1.6 **Rules and Regulations.** Tenant hereby covenants not to: (i) use any area of the Hotel outside of the Premises (a) for the sale of any merchandise, including food and beverage items, other than as expressly permitted in this Lease, (b) to display signs, other than as expressly permitted in this Lease, or (c) for any other business purposes other than the Permitted Use and related uses such as ancillary office use; (ii) use, or permit to be used, any sound broadcasting or amplifying device or any video or vending machine that can be heard outside of the Premises (but the foregoing shall not restrict Tenant's right to have music playing within the Premises at reasonable sound levels, even if audible from outside the Premises when doors or windows are opened so long as the same does not unreasonably disturb the other occupants of the Hotel); (iii) perform, or allow any employee or agent to perform, any act or carry on any practice that may, in Landlord's commercially reasonable discretion, (a) damage the Premises or any other part of the Hotel, or (b) unreasonably disturb any other occupant or other person in the Hotel; or (iv) leave the entrance doors, if any, to the Premises open or closed (if applicable) other than as Landlord in its commercially reasonable discretion shall direct, excepting only the normal use and operation of such entrance doors by Tenant's employees, customers and invitees during normal business hours.

5.1.7 **Operating Hours.** Tenant agrees to operate the restaurant in the Premises daily for lunch and for dinner (until 11:00 pm) unless otherwise agreement by Landlord and Tenant. Tenant agrees to operate the bar and lounge in the Premises from 12:00 pm to 11:00 pm, except if special events are scheduled at the Hotel in which case hours shall be extended to 1:00 am or as otherwise agreed by Landlord and Tenant. Tenant may change the operating hours set forth in this Section 5.1.7 with Landlord's prior written consent, which consent may be granted or withheld in Landlord's commercially reasonable discretion.

5.1.8 **Room Service.** Tenant, at its option, may provide food and beverage room service ("**Room Service**") to guest rooms of the Hotel (such service to be between 11:00 am and 11:00 pm or such time as the Premises is open for business), seven (7) days per week, pursuant to such standards and a food and beverage menu as Landlord reasonably approves. The obligation to provide the food and beverage includes the obligation to deliver ice to hotel guests upon request. All Room Service will be charged to the hotel guest folio. In order to exercise the option to provide Room Service, Tenant must provide Landlord not less than ninety (90) days' prior written notice of its election to provide such service. Once Tenant has elected to provide Room Service to Hotel guests, Tenant may not elect to terminate providing Room Service without giving Landlord at least six (6) months prior written notice of its election to terminate providing such service. At any time that Tenant is not providing Room Service to Hotel guests, Landlord may elect to engage other vendors to provide such service.

5.1.9 **Meeting Rooms and Banquet Services.**

5.1.9.1 Landlord shall control the booking of the Meeting Rooms at the Hotel (which are not part of the Premises), including the right to charge a reasonably commercially competitive room fee therefor (the "**Meeting Room Booking Fee**"). All such bookings shall be scheduled and reflected on a shared calendar (provided, however, that Landlord shall control and administer such shared calendar). Each of Tenant and Landlord requesting the use of the Meeting Rooms through the shared calendar within thirty (30) days of any such booking date shall not have its request denied unless there is a conflicting



booking that has already been scheduled. Notwithstanding the foregoing, Landlord shall receive priority over Tenant for any Meeting Room bookings.

5.1.9.2 Subject to the provisions of this Section 5.1.9, Tenant shall be the exclusive supplier of any food and beverage service to such Meeting Rooms (other than as hereinafter provided) as is reasonably requested in advance by Landlord; provided, however, that Landlord shall bear the costs of any food and beverages to be served by Tenant in the Meeting Rooms, pursuant to menus which Landlord approves in accordance with the provisions of Section 5.1.9.5, except that where "special needs" meals are required and cannot be provided by Tenant, third party providers shall have access to and be permitted to use the back of house portions of the kitchen in the Premises, so long as such use does not unreasonably impair or interfere with Tenant's operations. Tenant shall be responsible for the cleaning and set-up of the Meeting Rooms (subject to the terms of this Section 5.1.9).

5.1.9.3 All Meeting Room bookings shall be subject to the following set fees: (i) the Meeting Room Booking Fee, (ii) an administrative fee (the "**Meeting Room Administrative Fee**") of (x) eight percent before taxes during the Lease Year 1 and Lease Year 2 and (y) ten percent (10%) before taxes during Lease Years 3, 4, and 5, (iii) a gratuity fee ("Meeting Room Gratuity Fee") of eighteen percent (18%) on all food and beverage charges related to such Meeting Room booking (the "Meeting Room Food Revenue") and (iv) a maintenance fee ("**Meeting Room Maintenance Fee**") of two percent of the Meeting Room Food Revenue.

5.1.9.4 All revenue related to Meeting Room bookings shall be paid to Landlord who shall, on a weekly basis, pay to Tenant all Meeting Room Food and Beverage Revenue, Meeting Room Gratuity Fees and Meeting Room Maintenance Fees collected by Landlord during the prior week. On or before the thirtieth (30th) day of each calendar month during the Lease Term, Landlord shall deliver to Tenant a statement detailing the accounting of the payments made pursuant to this Section 5.1.13.

5.1.9.5 The right of Tenant to perform the banquet services set forth in this Section 5.1.9 is conditioning on the pricing of food and beverage services to be provided by Tenant to be competitive. Once each calendar quarter Landlord and Tenant shall consult with each other as to the pricing of the banquet food and beverage services to determine if such pricing is competitive. If Landlord in its reasonable judgment determines that such pricing is not competitive, and Tenant refuses to adjust such pricing to a point that Landlord reasonably believes is competitive, Landlord has the right to terminate the exclusive right of Tenant to provide food and beverage services to Tenant and to use third party vendors to provide such food and beverage services.

5.1.10 **Non-Solicitation.** Tenant agrees that it will not employ, engage as a consultant or independent contractor or solicit the employment or engagement of any individual who is employed or engaged by Landlord at any time during the Lease Terms and for a period of one (1) year following the termination of the Lease. Likewise, Landlord agrees that it will not employ, engage as a consultant or independent contractor or solicit the employment or engagement of any individual who is employed or engaged by Tenant at any time during the Lease Terms and for a period of one (1) year following the termination of the Lease.

5.1.11 **Prepaid Client Service.** Sixty (60) days before the beginning of each calendar year, Landlord and Tenant shall mutually determine the specifications and internal price of all services that may be contracted by clients thru the Hotel (for example, breakfasts, events, etc.).

5.1.12 **Continued Operation.** Tenant covenants and agrees that on the Rent Commencement Date the Premises shall be fully staffed and open for the Permitted Use and thereafter Tenant will operate and conduct within the Premises, continuously and uninterruptedly during the Lease



Term, the business which it is required to operate and conduct under the provisions hereof, except while the Premises are unable to be occupied by reason of fire or other unavoidable casualty, or to remodel the Premises with Landlord's prior consent (which shall not be unreasonably withheld, conditioned or delayed), or for any other reason outside of the control of Tenant and that it will at all times keep and maintain within and upon the Premises an adequate stock of food and beverage and have sufficient personnel to service and supply the usual and ordinary demands and requirements of its customers.

5.1.13 **Liquor Laws and Liquor Liability Insurance.** Tenant shall, at its sole cost and expense, use commercially reasonable best efforts to do all things as to maintain all licenses and/or permits obtained by Landlord to sell alcoholic beverages as required by applicable governmental authorities (collectively, the "**Liquor Licenses**") and shall at all times comply with applicable law related to the sale of alcoholic beverages during the Lease Term, provided, however, that Landlord. The Liquor Licenses acquired by Tenant shall allow Tenant to sell alcoholic beverages in the Premises, as well as in connection with the banquet services to be provided by Tenant in accordance with Section 5.1.9 above and Room Service if Tenant elects to provide such services in accordance with Section 5.1.8 above. Landlord shall reasonably cooperate with Tenant so that Tenant shall be in a position to commence selling alcoholic beverages on the Rent Commencement Date. Additionally, Landlord shall take no action as to violate the liquor license during the Lease Term. At all times during the Lease Term during which Tenant offers for sale alcoholic beverages of any kind, Tenant at its expense, shall maintain an insurance policy or endorsement covering liability related to the sale of alcoholic beverages, which policy or endorsement shall be in form, content and amounts acceptable to Landlord, in Landlord's reasonable discretion. Tenant shall, upon termination of this Lease by Landlord following any default or breach of this Lease by Tenant, to the extent allowable by law, assign to Landlord or its designee all of Tenant's rights, title and interest to the Liquor Licenses and shall reasonably cooperate with Landlord in connection with the transfer to Landlord or its designee of the Liquor Licenses, including but not limited to the executing of a reasonable documentation to effectuate such transfer. Each party shall use commercially reasonable efforts to cooperate with the other in order to facilitate each party's efforts in connection with the application for Liquor Licenses, and the costs associated therewith shall be split equally between the parties.

5.1.14 **Buyouts.** Tenant acknowledges that from time to time, customers of the Hotel may want to host events in the Premises on an exclusive basis on a particular night. Tenant shall have the final right to decide whether to accept or reject, in writing, such proposed customer "buyouts" of the restaurant in the Premises originated from the Hotel's sales department.

5.2 **Prohibited Uses**

Tenant further covenants and agrees that Tenant shall not use, or suffer or permit any person or persons to use, the Premises or any part thereof for any use or purpose (1) contrary to the provisions of this Lease, (2) in violation of the laws of the United States of America, the Commonwealth of Massachusetts, the ordinances, regulations or requirements of the local municipal or county governing body or other lawful authorities having jurisdiction over the Hotel) including, without limitation, any such laws, ordinances, regulations or requirements relating to hazardous materials or substances, as those terms are defined by applicable laws now or hereafter in effect, (3) in violation of the Branding Standards, or (4) in violation of the exclusive uses of the other existing occupants in the Hotel granted by Landlord of which Landlord has given Tenant prior written notice and which is not inconsistent with Tenant's Permitted Use. Subject to Tenant's rights to conduct the Permitted Use, Tenant shall not do or permit anything to be done in or about the Premises which will in any way unreasonably obstruct or interfere with the known rights of other guests, invitees or occupants of the Hotel, or injure them or use or allow the Premises to be used for any improper or unlawful purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall comply with, and Tenant's rights and obligations under this Lease and Tenant's use of the



Premises shall be subject and subordinate to, all recorded easements, covenants, conditions, and restrictions now or hereafter affecting the Hotel.

5.3 **Liquor License.** Landlord and Tenant shall cooperate to obtain the liquor licenses at the Hotel in such a manner as to allow Tenant to sell liquor from the Premises and from the Meeting Rooms and for Room Service pursuant to a hotel liquor license for the Premises. Tenant shall take all steps reasonably required by Landlord to be removed from the liquor licenses at the expiration of the Lease and to safeguard the licenses as legally required. Tenant shall, at its sole cost and expense, submit completed applications for all other licenses and permits to all applicable governmental authorities promptly after the date hereof and thereafter shall use commercially reasonable good faith and diligent efforts to process the applications to obtain the permits as soon as possible. Tenant shall keep Landlord reasonably apprised of the status of the processing of all such applications.

5.4 **Personnel.** All personnel of Tenant shall be employees of Tenant and shall be the sole responsibility of Tenant; except for employees involved in liquor service who shall be managed and supervised by Landlord until such time as Tenant is permitted to employ such employees in accordance with the hotel liquor license. Tenant acknowledges and agrees that it shall not (nor shall Tenant permit any other party to) (i) execute any collective bargaining agreement or other agreement with any union with respect to the operation of the Hotel or the Premises which has the effect directly or indirectly of binding Tenant, the Premises, the Hotel, or Landlord or its affiliates or any property owned, operated or leased by Landlord or its affiliates and (ii) represent to any union or labor organization or any third party that it is authorized to bind itself, the Premises, the Hotel, or Landlord or its affiliates or any property owned, operated or leased by Landlord or its affiliates in any manner in connection with any such collective bargaining agreement or other agreement with any union. Tenant represents and warrants that as of the Effective Date and covenants that as of the Rent Commencement Date, neither Tenant, its Affiliates nor any employees of Tenant assigned to or performing the Services or any other services at, on or for the Premises are subject to any collective bargaining agreement that may bind, impact, or result in union representation of, the Premises. All personnel shall be uniformed and receive appropriate training by Tenant.

5.5 **Tenant's Representations and Warranties.** Tenant represents and warrants that as of the Effective Date, Tenant has obtained (or will obtain) all applicable operational licenses and/or approvals for any contemplated operations at the Premises. The provisions of this Section 5.5 shall survive the expiration or termination of this Lease.

ARTICLE 6

SERVICES AND UTILITIES

6.1 Services and Utilities

6.1.1 Landlord shall provide the electrical system to the Premises as detailed in the plans and specifications referenced in Exhibit D attached to this Lease.

6.1.2 Landlord shall provide facilities for the delivery to the Premises of water and telephone service and for the removal of raw sewage as may be specified in the plans and specifications referenced in Exhibit D.

6.1.3 Landlord shall not provide janitorial services for the Premises. Tenant shall be solely responsible for performing all janitorial services and other cleaning of the Premises appropriate to maintain the Premises, including, without limitation, the following.



6.1.3.1 Tenant shall cause to be provided (i) interior window washing as needed, and (ii) daily sweeping and cleaning of the Premises.

6.1.3.2 Tenant shall deposit trash daily, in the area designated by Landlord from time to time, which trash shall be sealed in double or heavy duty plastic bags. All trash containers must be covered and stored in a manner to prevent the emanation of unlawful odors into the Premises or the Hotel. Landlord shall cooperate in the employment of a trash removal contractor designated by Landlord. Tenant agrees to participate in any recycling program established by Landlord at the Hotel and will participate in any composting program to the extent reasonably practical.

6.1.3.3 Tenant shall cause to be provided pest eradication and control services, at least twice per month, with respect to the Premises.

6.1.3.4 Tenant shall install grease lines as well as grease traps of sufficient size and design to catch grease, fat and oils disposed into the sinks located in the Premises before entry into the Hotel's sewer system. Tenant shall keep the grease traps clean and operational at all times. Tenant shall maintain during the entirety of the Lease Term a maintenance contract for the grease lines and grease traps located in the Premises.

6.1.3.5 Tenant shall take all actions necessary to prevent unlawful odors from escaping outside of the Premises, it being understood that a reasonable amount of odors will naturally escape from a restaurant. Tenant's store and the equipment contained therein must at all times be adequately ventilated and filtered and any odors must be exhausted and dispersed in a manner reasonably acceptable to Landlord.

6.1.3.6 Tenant shall keep any display windows, including window or shadow boxes, in the Premises dressed and illuminated, and permitted signs and exterior lights lit during the hours of operation set forth in Section 5.1.7, above.

6.1.3.7 Tenant shall cooperate fully with Landlord at all times and abide by all reasonable and nondiscriminatory regulations and requirements that Landlord may reasonably prescribe (and communicate to Tenant in writing) for the proper functioning and protection of the HVAC, electrical, mechanical and plumbing systems.

6.1.4 Landlord shall install security cameras in the Common Areas of the Hotel. Tenant shall be responsible for installing security cameras as to the Premises.

6.2 Payment of Utilities Costs

Tenant agrees, at its own expense, to pay for all power, gas, electric current, telephone, cable and all similar utilities used by Tenant on the Premises (including, without limitation, all sales, use and other taxes imposed thereon by any governmental authority). Water provided to the Hotel is paid directly to the provider by Landlord. Water provided to the Premises shall be sub-metered and Tenant shall pay to Landlord for its water usage as determined by such sub-meter, such payment to be made to Landlord within fifteen (15) of receipt from Landlord of an invoice therefor. Garbage service is likewise billed directly to Landlord and Tenant shall reimburse Landlord thirty-five percent (35%) of all garage fees billed to Landlord, such reimbursement to be made within fifteen (15) days of delivery to Tenant of an invoice therefor from Landlord. In addition, Tenant shall promptly pay to Landlord, Landlord's standard charge for any services provided to Tenant which Landlord is not specifically obligated to provide to Tenant pursuant to the terms of this Lease.

6.3 Interruption of Use

Tenant agrees that Landlord shall not be liable for damages, by abatement of the Rent or otherwise, for failure to furnish or delay in furnishing any service (including telephone and telecommunication services), or for any diminution in the quality or quantity thereof, when such failure or delay or diminution is occasioned, in whole or in part, by breakage, repairs, replacements, or improvements (unless due to the acts, omissions, negligence or willful misconduct of Landlord or Landlord's contractors, agents, servants, employees, invitees, guests or licensees), by any strike, lockout or other labor trouble, by inability to secure electricity, gas, water, or other fuel at the Hotel after reasonable effort to do so, by any riot or other dangerous condition, emergency, accident or casualty whatsoever, by act or default of Tenant or other parties, or by any other cause beyond Landlord's reasonable control; and such failures or delays or diminution shall never be deemed to constitute an eviction or disturbance of Tenant's use and possession of the Premises, provided that Tenant shall be relieved from paying the Rent or performing any of its obligations under this Lease for the period during which such interruption of use effectively prevents Tenant's from operating the Premises. Furthermore, Landlord shall not be liable under any circumstances for a loss of, or injury to, property or for injury to, or interference with, Tenant's business, including, without limitation, loss of profits, however occurring, through or in connection with or incidental to a failure to furnish any of the services or utilities as set forth in this Article 6, unless due to the acts, omissions, negligence or willful misconduct of Landlord or Landlord's contractors, agents, servants, employees, invitees, guests or licensees.

ARTICLE 7

REPAIRS

7.1 In General

Except for the maintenance and repair obligations and payment of Tenant's Expenses with respect to all equipment, fixtures and other items used in its operations in the Premises as described in Section 4.1, Landlord agrees at all times, at its own cost and expense, to repair, maintain in good and tenantable condition and replace, as necessary, the structural and real estate components of the Premises, the Hotel and Common Areas (subject to Section 4.1), including, without limitation, the following: all utility meters, pipes, conduits, building equipment, components and facilities (whether or not within the Premises) that supply the Premises with utilities (except as the appropriate utility company has assumed these duties) or that form the air-conditioning system serving the Premises; the HVAC; all exterior and interior glass installed in the Premises; the storefront(s); all window sashes, casements and frames; doors and door frames; floor coverings, including carpeting, terrazzo or other special flooring; and all such items of structural repair, maintenance, alteration, improvement or reconstruction. Landlord shall also remain responsible for latent defects.

7.2 Landlord Rights and Responsibilities. Landlord shall be responsible for repairs to the exterior walls, foundation and roof of the Hotel, the other structural portions of the Hotel, and the base Hotel systems and equipment of the Hotel, except to the extent that such repairs are required due to the negligence or willful misconduct of Tenant or Tenant's contractors, agents, servants, employees, invitees, guests or licensees; provided, however, that if such repairs are due to the negligence or willful misconduct of Tenant or Tenant's contractors, agents, servants, employees, invitees, guests or licensees, Landlord shall nevertheless make such repairs at Tenant's expense, or, if covered by Landlord's insurance, Tenant shall only be obligated to pay any deductible in connection therewith. Landlord may, but shall not be required to, enter the Premises at all reasonable times upon at least twenty-four (24) hours' advance written notice (except in the event of an emergency) to make such repairs, alterations, improvements or additions to the Premises or to the Hotel or to any equipment located in the Hotel as Landlord shall desire or deem necessary

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or as Landlord may be required to do by governmental or quasi- governmental authority or court order or decree. Additionally, notwithstanding anything to the contrary contained herein, Landlord shall be responsible for the cleaning, maintenance and repair of any and all restrooms contained on or serving the Premises, at Landlord's sole cost and expense.

ARTICLE 8

ADDITIONS AND ALTERATIONS

8.1 **Landlord's Consent to Alterations.** Tenant may not make any improvements, alterations, additions or changes to the Premises or any electrical, mechanical, plumbing or HVAC facilities or systems pertaining to the Premises (collectively, the "Alterations") without first procuring the prior written consent of Landlord to such Alterations, which consent shall be requested by Tenant not less than seven (7) days prior to the commencement thereof, and which consent shall not be unreasonably withheld, conditioned or delayed by Landlord, provided it shall be deemed reasonable for Landlord to withhold its consent to any Alteration which (i) adversely affects the structural portions or the systems or equipment of the Hotel, (ii) is visible from the exterior of the Hotel, or (iii) would violate the Branding Standards. If Landlord fails to respond within such seven (7) day period, Landlord shall be deemed to have disapproved Tenant's request to make such Alteration. Notwithstanding anything to the contrary contained herein, Landlord shall not be liable to Tenant in the event Landlord withholds its consent to the Alterations. Notwithstanding the above, any Tenant Alterations, decorating, branding or improvements which do not require any permit issued by a governmental authority or involves any structural work, shall not require the Landlord's consent so long as (a) Tenant does not partially or fully demolish the Hotel or make any exterior or structural Alterations, or make any other Alterations that would have a structurally adverse effect on the Hotel and/or the Premises, (b) such Alterations won't reduce the value of the Premises; (c) Tenant shall deliver binding certificates of insurance to Landlord evidencing the insurance required in Section 8.4 below not less than two (2) days prior to the commencement of such Alterations; and (d) such Alterations are made in a good and workmanlike manner with reasonable diligence and in compliance with all permits and authorizations, with any plans, permits, consents, certificates and approvals to be provided to Landlord within two (2) days prior to the commencement of such Alterations.

8.2 **Manner of Construction.** Tenant shall construct such Alterations and perform such repairs in a good and workmanlike manner, in conformance with any and all applicable federal, state, county or municipal laws, rules and regulations and pursuant to a valid Hotel permit, issued by the applicable governmental authorities, all in conformance with Landlord's construction rules and regulations; provided, however, that prior to commencing to construct any Alteration, Tenant shall meet with Landlord to discuss Landlord's design parameters and code compliance issues. At the time Landlord approves the Alterations, Landlord shall advise Tenant in writing if any of the intended Alterations in the Premises require or give rise to governmentally required changes to the Common Areas or "Base Hotel," as that term is defined below, and of the cost thereof, and if Tenant elects to proceed notwithstanding that the changes would be required, then Landlord shall, at Tenant's expense, make such changes to the Common Areas or Base Hotel. The "Base Hotel" shall include the structural portions of the Hotel, and the public restrooms, elevators, exit stairwells and the systems and equipment located in the internal core of the Hotel on the floor or floors on which the Premises are located. In performing the work of any such Alterations, Tenant shall have the work performed in such manner so as not to unreasonably obstruct access to the Hotel or any portion thereof, by any other occupant of the Hotel, and so as not to unreasonably obstruct the business of Landlord or other occupants in the Hotel. Tenant shall not use (and upon notice from Landlord shall cease using any of the following not approved by Landlord) contractors, services, workmen, labor, materials or equipment that, in Landlord's reasonable judgment, would disturb labor harmony with the workforce or trades engaged in performing other work, labor or services in or about the Hotel or the Common Areas.

8.3 **Payment for Improvements.** If payment is made by Tenant directly to contractors, Tenant shall comply with Landlord's requirements for final lien releases and waivers in connection with Tenant's payment for work to contractors. Tenant shall reimburse Landlord for Landlord's reasonable, actual, out-of-pocket costs and expenses actually incurred in connection with Landlord's review of such work (not to exceed \$2,500.00 per occurrence).

8.4 **Construction Insurance.** In addition to the requirements of Article 10 of this Lease, in the event that Tenant makes any Alterations, prior to the commencement thereof, Tenant or Tenant's contractor shall provide Landlord with evidence that Tenant or Tenant's contractor carries "Builder's All Risk" insurance in an amount approved by Landlord covering the construction of such Alterations, and such other insurance as Landlord may reasonably require, it being understood and agreed that all of such Alterations shall be insured by Tenant pursuant to Article 10 of this Lease immediately upon completion thereof. In addition, Tenant's contractors and subcontractors shall be required to carry Commercial General Liability insurance in an amount reasonably approved by Landlord and otherwise in accordance with the requirements of Article 10 of this Lease. Landlord may, in its discretion, require Tenant to obtain final lien releases and waivers in connection with Tenant's payment for work to contractors to ensure the lien-free completion of such Alterations.

8.5 **Landlord's Property.** All Alterations, improvements and/or appurtenances which may be installed or placed in or about the Premises by Tenant, during the Lease Term from time to time, shall be at the sole cost of Tenant except as otherwise provided for herein. Tenant hereby protects, defends, indemnifies and holds Landlord harmless from any liability, cost, obligation, expense or claim of lien in any manner relating to the installation, placement, removal or financing of any such Alterations, in, on or about the Premises, which obligations of Tenant shall survive the expiration or earlier termination of this Lease.

ARTICLE 9

COVENANT AGAINST LIENS

Tenant shall keep the Hotel and Premises free from any liens or encumbrances arising out of the work performed, materials furnished or obligations incurred by or on behalf of Tenant, and shall protect, defend, indemnify and hold Landlord harmless from and against any claims, liabilities, judgments or costs (including, without limitation, reasonable attorneys' fees and costs) arising out of same or in connection therewith. Tenant shall give Landlord notice at least ten (10) days prior to the commencement of any such work on the Premises (or such additional time as may be necessary under applicable laws) to afford Landlord the opportunity of posting and recording appropriate notices of non-responsibility. Tenant shall remove any such lien or encumbrance by bond or otherwise within sixty (60) days after notice by Landlord unless same cannot be completely removed within such sixty (60) day period, in which case, Tenant shall diligently commence remedying same within such sixty (60) day period, if possible, and shall thereafter diligently proceed to remedy the condition, and if Tenant shall fail to do so, Landlord may pay the amount necessary to remove such lien or encumbrance, without being responsible for investigating the validity thereof, provided that in so doing, Landlord shall not release or waive any claims that Tenant may have against the party asserting the lien or encumbrance. The amount so paid shall be deemed Additional Rent under this Lease payable within a reasonable time, without limitation as to other remedies available to Landlord under this Lease. Nothing contained in this Lease shall authorize Tenant to do any act which shall subject Landlord's title to the Hotel or Premises to any liens or encumbrances whether claimed by operation of law or express or implied contract. Any claim to a lien or encumbrance upon the Hotel or Premises arising in connection with any such work or respecting the Premises not performed by or at the request of Landlord shall be null and void, or at Landlord's option shall attach only against Tenant's interest in the Premises and shall in all respects be subordinate to Landlord's title to the Hotel, Hotel and Premises.

