Number: CV740-16A

THE COMMONWEALTH OF MASSACHUSETTS

Fee: Pd.

TOWN OF WINCHESTER

This is to certify that: **Toscano's Italian Kitchen, 740 Main Street**

IS HEREBY GRANTED A
COMMON VICTUALLER'S LICENSE

in said Town of Winchester and at that place only and expires **December 31, 2016** unless sooner suspended or revoked for violation of the laws of the Commonwealth respecting the licensing of common victuallers. This license is issued in conformity with the authority granted to the licensing authorities by General Laws, Chapter 140, and amendments thereto.

In Testimony Whereof, the undersigned have hereunto affixed their official signatures:

Winchester Board of Selectmen (Licensing Authorities):

Hours:
10:00a.m. to 10:00p.m. Monday - Sunday

June 2016

Docket Item:
E - 1:
June 22, 2016

TOWN OF WINCHESTER, MASSACHUSETTS

# COMMON VICTUALLER APPLICATION
# RESTAURANT

The undersigned hereby applies to the Board of Selectmen of the Town of Winchester for a Food Vendor License. In support of this application, the following information is provided and will be used by the Board of Selectmen in approving or disapproving a license. The fee is $100.00.

1. Location: 740 (Number) Main st (Street), Winchester

2. Name of Applicant: Mina A. Askander & Peter M. Gerges
(Including middle initial)

3. Name of Business: Toscanos Italian Kitchen

If Corporation: Give Name and Address

President: _____

Secretary: _____

Treasurer: _____

4. Description of Applicant:

a. Full Name: Mina A. Askander

b. Present Address: 1105 Lexington st Bld. 9 Apt. 1 Waltham, MA 02452

c. Address for Past Ten Years: Same.

d. Citizen of United States? ✓ Yes ____ No

e. Place of Birth Egypt.

f. Date of Naturalization: September / 11 / 2012

g. Date of Birth: _____

h. Years' Experience in Food Business: 10 years.

i. If married woman, please provide maiden name: _____

j. Parents' Name: ABDELMUSH (Father) / Hiram (Mother)

16 JUN -1 AM 11:40

5. Experience of Applicant:

   a. Present job: Owner of Perry's Italian Kitchen.

   b. Location: 1072 Belmont St, Watertown, MA, 02472

   c. Description of Duties: order supplies, scedoelling, payroll, customer service, shift manager.

   d. Dates of Employment: 2006

   e. Prior Experience: _____

6. Description of Proposed Food Service Business: **(Note: Floor Plan must be submitted with application)**

   a. Which meals will be served: Lunch, Dinner

   b. Hours of Operation: Mon - thru - Sun: 10am - 10pm

   c. Floor space: 1400 — _____ sq. ft.

   d. Type of food: pizza, Subs, salads, pasta, wraps.

   e. Method of Food Preparation Cook to order

   f. Cooking facilities pizza shop, italian style cooking.

   g. Number of Employees 5

   h. Seating Capacity 8

   i. Take Out Service _____ (Yes) _____ No

7. References

   a. Food Business Amer Owies _____, William Batarseh

   b. Character Reference _____

   c. Bank Reference _____

8. Will you Own _____ (Rent) _____ Location?

   a. If Rent, State Owner of Location Fadi chen.

9. List any other information you feel will assist in review of this application _____

10. Have you ever been denied? No

I hereby agree to conform to the Town of Winchester By-Laws and Regulations and any special conditions governing this Food Vendor/Common Victualler License which the Board of Selectmen may establish. I further understand that the Board is not required to grant a license. No work is to commence at the premises of the proposed location prior to the issuance of a License except at my own risk. Transfer of this license is prohibited. Failure to conform to Town By-Laws and conditions after issuance of the license could result in suspension or revoking of said License by the Board of Selectmen.

Signature [redacted]
Applicant

Address 1105 Lexington st Bld.9 Apt.1
Waltham, MA, 02452

Telephone Number [redacted]9

Date 5-31-2016

Please submit a check in the amount of $100 made out to the Town of Winchester.

TRANSFER OF LICENSE: LICENSE WILL BE ISSUED ON SURRENDER OF OLD LICENSE

**TOWN OF WINCHESTER**
**BOARD OF SELECTMEN - GENERAL LICENSE APPLICATION**

This is a general application for a license that the Board of Selectmen may grant. All license applications to the Winchester Board of Selectmen must be accompanied by the following information.

Indicate if license is: New ____ Transfer ✓ Change of d/b/a ____ Other _____

**List type of license(s) applying for:**

- ☑ Common Victualler____
- □ Package Store All Alcohol _____
- □ Restaurant All Alcohol (100 seats) _____
- □ Restaurant Wine & Malt_____
- □ Class I Auto Sales: ____
- □ Vehicle for Hire/Taxi No of Vehicles: ____
- □ Annual Entertainment____
- □ Food Vendor ____
- □ Package Store Wine & Malt _____
- □ Restaurant All Alcohol (70 seats) _____
- □ Club All Alcohol _____
- □ Class II Auto Sales: ___
- □ Fortune Teller_____
- □ Automatic Amusement_____

Business Name (legal): Toscanos Italian Kitchen dba: _____

**Please attach copy of business certificate if applying as dba or individual.** If business is a corporation or LLC, please attach:

1. Certificate of Good Standing from the Secretary of State's Office.
2. Corporate Vote authorizing business at the location.

Address of licensed premises (include zip code): 740 Main st, Winchester, MA 01890

Mailing address (**if different than above address**): _____

Name of individual/applicant authorized to apply for license: Mina A. Askander

Business tel. no. of applicant: 7817296700 Business email: m _____

F.E.I.N: (F.I.N.)_____

Please check one of the following: □ own premises ☑ lease premises □ property under P&S

Name and address of property owner if different from license holder:

Fadi Chen 738 Main st, Winchester, MA, 01890
Name Address

**If applicable, please attach copy of lease and/or Purchase and Sales Agreement.**

Do you currently hold a similar license? yes What type? Common Victualler

Have you previously applied for a license? (Yes)____ (No)✓

Have you ever had a license revoked? (Yes)_____ (No)__✓__ If yes, please indicate why:

If there is a building or structure associated with the license, please submit the following (preferably on 8 ½ x 11" paper – no larger than 8 ½ x 14"):

1. Floor plan (include seating area), and
2. Site plan indicating parking areas and access to Town ways.

**If applying for a Class I or Class II** license, please submit a plot plan that shows:

1. The number of the vehicles on display
2. The exact location of the vehicles
3. Customer parking
4. Office area

Proposed hours of operation:

Monday 10-10 Tuesday 10-10 Wednesday 10-10
Thursday 10-10 Friday 10-10
Saturday 10-10 Sunday 10-10

Has the applicant operated a similar business? (if applicable)

Name of Business: Gerry's Italian Kitchen
Address: 1072 Belmont St, Watertown, MA, 02472
Federal Tax No. (if applicable): _____

*I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all state tax returns and paid all state and local taxes required by law.*

(x) Date: 5-31-2016 (x) Signature: _____

*I certify that I have read through the conditions included with this license and agree to comply with any further stipulations that the Licensing Authority may from time to time approve. I also hereby authorize the Licensing Authority or their agent to conduct whatever investigation or inquiry is necessary to verify the information contained in this application.*

(x) Date: 5-31-2016 (x) Signature: _____

**Please contact the Selectmen's Office at 781-721-7133 if you have any questions regarding this application form.**

THE COMMONWEALTH OF MASSACHUSETTS

_____ of _____

# APPLICATION FOR LICENSE
(GENERAL)

No._____ _____

TO THE LICENSING AUTHORITIES:

The undersigned hereby applies for a License in accordance with the provisions of the Statutes relating thereto

Ming A. Askander / Peter M. Gerges

(Full name of person, firm or corporation making application)

STATE CLEARLY PURPOSE FOR WHICH LICENSE IS REQUESTED: To Common Victualler

GIVE LOCATION BY STREET AND NUMBER: At 740 Main St, Winchester, MA, 01890

in said City / Town of Winchester, MA, 01890

in accordance with the rules and regulations made under authority of said Statutes.

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

(X) _____
*Signature of Individual or Corporate Name (Mandatory)

_____
By: Corporate Officer (Mandatory, if Applicable)

_____
**Social Security # or Federal Identification Number

* This license will not be issued unless this certification clause is signed by the applicant.

** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency **will be subject to license suspension or revocation.** This request is made under the authority of Mass. G.L. c. 62C s. 49A.

Received _____ _____

Hour A.M._____

P.M._____

_____
Signature of Applicant

_____
Address

Approved _____ _____

Licence Granted _____ _____

FORM 460 (H&W) HOBBS & WARREN™

*Department of Industrial Accidents*
*Office of Investigations*
*600 Washington Street*
*Boston, MA 02111*
*www.mass.gov/dia*

# Workers' Compensation Insurance Affidavit: General Businesses

**Applicant Information** **Please Print Legibly**

Business/Organization Name: Toscanos Italian Kitchen

Address: 740 Main St

City/State/Zip: Winchester, MA, 01890 Phone #: 781 729 6700

**Are you an employer? Check the appropriate box:**

1. [✓] I am a employer with 5 employees (full and/ or part-time).*
2. [ ] I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
3. [ ] We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**
4. [ ] We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

**Business Type (required):**

5. [ ] Retail
6. [✓] Restaurant/Bar/Eating Establishment
7. [ ] Office and/or Sales (incl. real estate, auto, etc.)
8. [ ] Non-profit
9. [ ] Entertainment
10. [ ] Manufacturing
11. [ ] Health Care
12. [ ] Other _____

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.
**If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

***I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.***

(X) Insurance Company Name: _____

Insurer's Address: _____

City/State/Zip: _____

Policy # or Self-ins. Lic. #_____ Expiration Date:_____

**Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).**

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to $1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to $250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

***I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.***

(X) Signature: _____ (X) Date: 5-31-2016

Phone #: 781 249 2049

***Official use only. Do not write in this area, to be completed by city or town official.***

**City or Town:** _____ **Permit/License #**_____

**Issuing Authority (circle one):**
**1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office**
**6. Other** _____

**Contact Person:**_____ **Phone #:**_____

# Information and Instructions

Massachusetts General Laws chapter 152 requires all employers to provide workers' compensation for their employees. Pursuant to this statute, an ***employee*** is defined as "...every person in the service of another under any contract of hire, express or implied, oral or written."

An ***employer*** is defined as "an individual, partnership, association, corporation or other legal entity, or any two or more of the foregoing engaged in a joint enterprise, and including the legal representatives of a deceased employer, or the receiver or trustee of an individual, partnership, association or other legal entity, employing employees. However, the owner of a dwelling house having not more than three apartments and who resides therein, or the occupant of the dwelling house of another who employs persons to do maintenance, construction or repair work on such dwelling house or on the grounds or building appurtenant thereto shall not because of such employment be deemed to be an employer."

MGL chapter 152, §25C(6) also states that "**every state or local licensing agency shall withhold the issuance or renewal of a license or permit to operate a business or to construct buildings in the commonwealth for any applicant who has not produced acceptable evidence of compliance with the insurance coverage required.**" Additionally, MGL chapter 152, §25C(7) states "Neither the commonwealth nor any of its political subdivisions shall enter into any contract for the performance of public work until acceptable evidence of compliance with the insurance requirements of this chapter have been presented to the contracting authority."

**Applicants**

Please fill out the workers' compensation affidavit completely, by checking the boxes that apply to your situation and, if necessary, supply your insurance company's name, address and phone number along with a certificate of insurance. Limited Liability Companies (LLC) or Limited Liability Partnerships (LLP) with no employees other than the members or partners, are not required to carry workers' compensation insurance. If an LLC or LLP does have employees, a policy is required. Be advised that this affidavit may be submitted to the Department of Industrial Accidents for confirmation of insurance coverage. **Also be sure to sign and date the affidavit.** The affidavit should be returned to the city or town that the application for the permit or license is being requested, **not** the Department of Industrial Accidents. Should you have any questions regarding the law or if you are required to obtain a workers' compensation policy, please call the Department at the number listed below. Self-insured companies should enter their self-insurance license number on the appropriate line.

**City or Town Officials**

Please be sure that the affidavit is complete and printed legibly. The Department has provided a space at the bottom of the affidavit for you to fill out in the event the Office of Investigations has to contact you regarding the applicant. Please be sure to fill in the permit/license number which will be used as a reference number. In addition, an applicant that must submit multiple permit/license applications in any given year, need only submit one affidavit indicating current policy information (if necessary). A copy of the affidavit that has been officially stamped or marked by the city or town may be provided to the applicant as proof that a valid affidavit is on file for future permits or licenses. A new affidavit must be filled out each year. Where a home owner or citizen is obtaining a license or permit not related to any business or commercial venture (i.e. a dog license or permit to burn leaves etc.) said person is NOT required to complete this affidavit.

The Office of Investigations would like to thank you in advance for your cooperation and should you have any questions, please do not hesitate to give us a call.

The Department's address, telephone and fax number:


The Commonwealth of Massachusetts
Department of Industrial Accidents
**Office of Investigations**
600 Washington Street
Boston, MA 02111
Tel. # 617-727-4900 ext 406 or 1-877-MASSAFE
Fax # 617-727-7749
www.mass.gov/dia

# COMMON VICTUALLER/FOOD VENDOR LICENSE APPLICATION REQUIREMENTS

1. Town Manager/Board of Selectmen Office:
   a. Submit completed Common Victualler/Food Vendor application form
   b. Submit check in the amount of $100 made out to Town of Winchester
   c. Submit floor plan
   d. Submit signed Commonwealth of Massachusetts Form 460 (Certifying under the penalties of perjury that the applicant has filed all state tax returns and paid all state taxes required.
   e. Applicant will appear before Board of Selectmen once the Board of Health, Building Department, Police Department, Fire Department and Town Treasurer have reviewed the application and submitted their comments
   f. Submit completed Workers' Compensation Insurance Affadavit

2. Board of Health
   a. Submit completed Board of Health application form
   b. Complete plan review
   c. Prepare for Board of Health Inspection
   d. Applicant will appear before Board of Health to apply for Food Service Permit (separate from Board of Selectmen issued license)

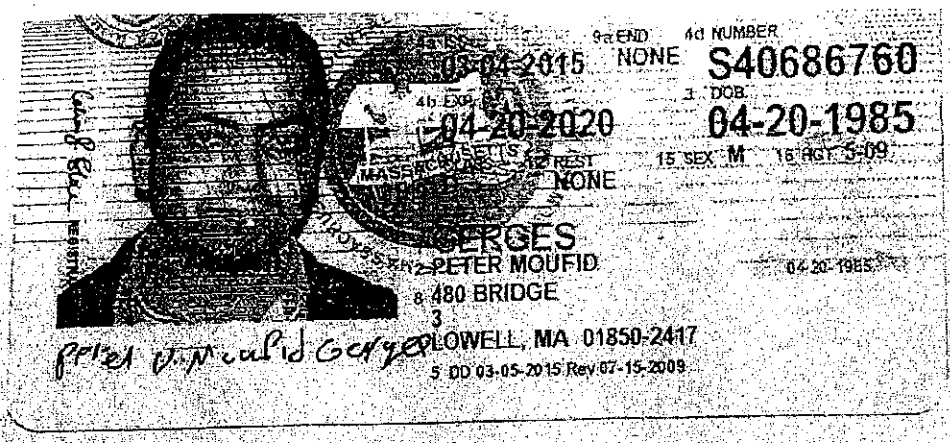
3. Building Department
   a. Provide floor plan and other necessary materials
   b. Prepare for Building Department Inspection

4. Fire Department
   a. Fire Department must inspect premises and will report to the Board of Selectmen

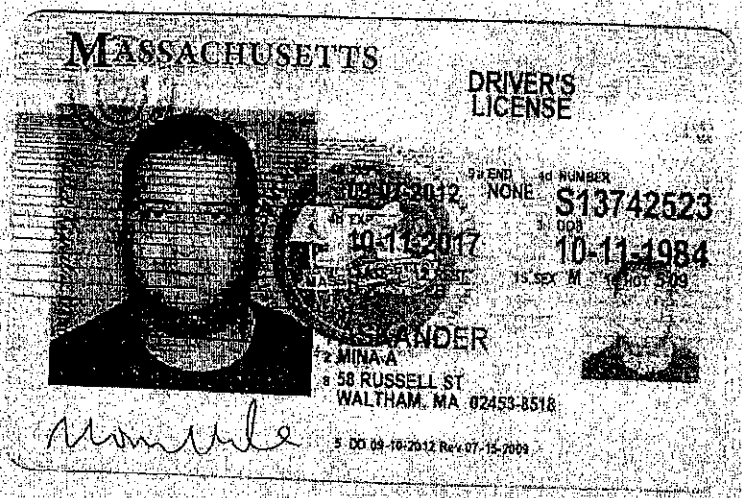
5. Police Department
   a. Police Department will do a background check, interview the applicant and provide recommendations to the Board of Selectmen

6. Town Treasurer
   a. Town Treasurer will alert us of any outstanding taxes or liens on the property.

**Note: If your business is not incorporated or doing business under a name other than a corporate name, you must file a Business Certificate in the Office of the Town Clerk.



4a ISS 03-04-2015
9a END NONE
4d NUMBER S40686760
4b EXP 04-20-2020
3 DOB 04-20-1985
15 SEX M 16 HGT 5-09
12 REST NONE
1 PETER MOUFID
04-20-1985
8 480 BRIDGE
3
LOWELL, MA 01850-2417
5 DD 03-05-2015 Rev 07-15-2009


MASSACHUSETTS

DRIVER'S LICENSE

9a END NONE 4d NUMBER S13742523

4b EXP 10-11-2017 3. DOB 10-11-1984

15. SEX M 16. HGT 5'09"

1 ASKANDER

2 MINA A

8 58 RUSSELL ST

WALTHAM, MA 02453-8518

5 DD 09-10-2012 Rev 07-15-2009

Mina Askander

105 Lexington St, BLDG 9, APT 1

Waltham, MA, 02452

# COMMERCIAL LEASE

**1. PARTIES**

Fa Di Chen of 130 Elmwood Avenue, Quincy, MA 02170 (the "LESSOR"), which expression shall include its successors, and assigns, does hereby lease to Peter M. Gerges of 175 Willard Street, #28, Lowell, MA 01850 and Mina A. Askander of 1105 Lexington Street, Building 9, Apt. 1, Waltham, MA 02452 (the "LESSEE"), which expression shall include its successors, and assigns, and the LESSEE hereby leases the following described Premises:

**2. PREMISES**

740 Main Street, Winchester, MA 01890 (the "Leased Premises") together with the right to use in common, with others entitled thereto, the hallways and stairways necessary for access to said leased premises and lavatories nearest thereto. There is no on-site parking at the Premises.

**3. TERM**

The term of this Lease shall be for five (5) years commencing on June 1, 2016 and ending on May 31, 2021 (the "initial term"). If the LESSEE is not in default of any provisions contained herein, LESSEE has the option of extending the lease for one five (5) year term at the same terms and conditions except for the rental term. For the option, LESSEE shall give written notice to the LESSOR no later than January 1, 2021. If the LESSEE does not give written notice or is a Lease or Amendment executed as detailed above, it shall be deemed that this Lease shall terminate on May 31, 2021.

**4. RENT**

The LESSEE shall pay to the LESSOR rent at the rate of

| Year | Annually | Monthly | Begins |
|---|---|---|---|
| 1 | $23,400.00 | $1,900.00 | June 1, 2016 |
| 2 | $24,336.00 | $2,028.00 | June 1, 2017 |
| 3 | $25,308.00 | $2,109.00 | June 1, 2018 |
| 4 | $26,316.00 | $2,193.00 | June 1, 2019 |
| 5 | $27,372.00 | $2,281.00 | June 1, 2020 |

| Option Year | Annually | Monthly | Begins |
|---|---|---|---|
| 1 | $28,464.00 | $2,372.00 | June 1, 2021 |
| 2 | $29,592.00 | $2,466.00 | June 1, 2022 |
| 3 | $30,768.00 | $2,564.00 | June 1, 2023 |
| 4 | $31,992.00 | $2,666.00 | June 1, 2024 |
| 5 | $33,264.00 | $2,772.00 | June 1, 2025 |

payable to LESSOR, at the address above, in advance in monthly installments on the first day of each month without offset or deduction.

**LATE FEES** Rent is due on the 1st day of each month. If rent or any other sum payable hereunder remains outstanding for a period of five (5) days, the LESSEE shall pay to the LESSOR a late charge of $50.00 for each month or portion thereof which the arrearage continues.

**5. SECURITY DEPOSIT** At the commencement of the lease, LESSEE will pay to LESSOR the amount of $5,000.00 which LESSOR is holding as security for LESSEE's performance as herein provided and shall be refunded to the LESSEE within thirty (30) days of the termination of this Lease or any extension thereof, provided that no defective conditions are left unrepaired by LESSEE other than normal wear and tear, and, provided further, that LESSEE is not otherwise in default under this Lease. LESSEE is not entitled to any interest that may accrue on the security deposit during the term of this Lease.

**RENT ADJUSTMENT** LESSEE shall pay as additional rent hereunder, a third (33 1/3%) of the real estate property taxes on the land and building, a third (33 1/3%) of the building insurance, and a half (50%) of the water and sewer expenses, all of which the Leased Premise are a part of. Real estate property taxes, insurance and water and sewer are estimated to be $600.00 per month. The actual amount shall be adjusted annually.

**6. UTILITIES** The LESSEE shall pay, as they become due, all bills for electricity, gas, trash removal, and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the Leased Premises and presently separately metered.

LESSOR shall have no obligation to provide utilities or equipment other than the utilities and equipment within the premises as of the commencement date of this Lease. In the event LESSEE requires additional utilities or equipment, the installation and maintenance thereof shall be the LESSEE's sole obligation, provided that such installation and maintenance shall be subject to the written consent of the LESSOR, which consent will not be unreasonably withheld or delayed. LESSOR represents and warrants to LESSEE that there currently exists adequate utilities for operation of the use of the Leased Premises as provided herein below.

**7. USE OF LEASED PREMISES** The LESSEE shall use the Leased Premises only for the purpose of operating a pizza and sub sandwich restaurant business and sale of allied products. No other uses are permitted without LESSOR's written consent.

**8. COMPLIANCE WITH LAWS** The LESSEE acknowledges that no trade or occupation shall be conducted in the Leased 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 are situated. LESSOR acknowledges that use of the Leased Premises for the purposes set forth in Section 7 above complies with the foregoing provisions.

**9. FIRE INSURANCE**

The LESSEE shall not permit any use of the Leased Premises which will make voidable any insurance on the property of which the Leased 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. The LESSEE shall on demand reimburse the LESSOR, and all other tenants, all extra insurance premiums caused by the LESSEE's use of the premises. LESSOR acknowledges that use of the Leased Premises for the uses provided in Section 7 hereof currently complies with all insurance on the property, and is not contrary to any such laws or regulations.

**10. MAINTENANCE**
**A. LESSEE'S OBLIGATIONS**

Except for those items specifically required to be done by LESSEE set forth in Paragraph 22 of this Lease, LESSEE, shall, at his sole cost and expense, make all repairs as shall be reasonably necessary to keep the Leased Premises in good condition and repair, normal wear and tear, loss by fire or other casualty not caused by LESSEE or his agents or employees. LESSEE agrees to maintain the mechanical systems, foundations, and utility conduits, pipes and connections to the Leased Premises in a good, working condition, in compliance with all laws, statutes, ordinances, codes, rules and regulations, and whenever necessary, to replace plate glass and other glass therein, acknowledging that the Leased Premises are in good order and the glass whole.

**B. LESSOR'S OBLIGATIONS**

The LESSOR agrees to maintain the structure of the building of which the Leased Premises are a part including, without limitation, the roof and foundation, in the same condition as it is at the commencement of the term or as it may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance is required because of the LESSEE or those for whose conduct the LESSEE is legally responsible.

**11. ALTERATIONS AND ADDITIONS**

The LESSEE shall not make structural alterations or additions to the Leased Premises, but may make non-structural alterations provided the LESSOR consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at LESSEE's expense and shall be in quality at least equal to the present construction. LESSEE shall not permit any mechanics' liens, or similar liens, to remain upon the Leased Premises for labor and material furnished to LESSEE or claimed to have been furnished to LESSEE in connection with work of any character performed or claimed to have been performed

at the direction of LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR. Any alterations or improvements made by the LESSEE shall become the property of the LESSOR at the termination of occupancy as provided herein. Notwithstanding the foregoing, LESSEE may dispute any claim upon which such lien or liens are based, provided LESSEE shall establish adequate reserves for such amount claimed due.

**12. ASSIGNMENT OR SUBLEASING**

LESSEE shall not assign this Lease or any interest hereunder, or sublet the Leased Premises or any part thereof, or permit the use or occupancy of the Leased Premises by any party other than LESSEE without providing at least thirty (30) days written notice to LESSOR, and without obtaining the consent of LESSOR, which consent shall not be unreasonably withheld or delayed. LESSOR shall have the right, but not the obligation, to terminate the Lease effective as of the date LESSEE vacates the Leased Premises. Should LESSOR elect to terminate the Lease, LESSEE shall be relieved of any liability or obligation to pay rent beyond the date of termination. Unless LESSOR expressly agrees to terminate LESSEE'S obligations hereunder, LESSEE shall remain liable to LESSOR for the payment of all rent and obligations under this Lease. LESSEE shall be responsible for LESSOR's legal fee in the event of an assignment or sublet.

**13. SUBOR-DINATION**

This Lease shall be subject and subordinate to any and all mortgages, deeds of trust or similar instruments now on the Leased Premises or which may be placed on the Leased Premises during the lease term or any extension thereof. LESSEE shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage.

**14. LESSOR"S ACCESS**

The LESSOR or agents of the LESSOR may, at reasonable times, enter to view the Leased Premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as LESSOR should elect to do and may show the Leased Premises to others, and at any time within three (3) months before the expiration of the term, may affix to any suitable part of the Leased Premises a notice for letting or selling the Leased Premises or the property of which the Leased Premises are a part and keep same so affixed without hindrance or molestation.

**15. INDEMNIFI-CATION AND LIABILITY**

The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by bursting pipes, as well as from any claim or damage resulting from neglect in not removing snow and ice from the sidewalks bordering upon the premises so leased, or by any nuisance made or suffered on the Leased Premises, unless such loss is caused by the neglect of the LESSOR. The removal of snow and ice from the sidewalks bordering upon the Leased Premises shall be LESSEE's responsibility. If

there are any parking violations by LESSEE or LESSEE's guests, visitors, employees, or agents, LESSEE shall save the LESSOR harmless for any and all claims arising out of these violations.

**16. LESSEE'S LIABILITY INSURANCE**

The LESSEE shall maintain with respect to the Leased Premises and the property of which the Leased Premises are a part a commercial general liability insurance policy with bodily injury and property damage coverage with a limit of no less than $1,000,000.00 per occurrence and $2,000,000.00 annual aggregate. The policy should be placed with an insurance company licensed or authorized to do business in the Commonwealth of Massachusetts and should insure LESSOR and LESSEE. The policy should provide for thirty (30) days' prior written notice to Landlord prior to any modification or cancellation of the policy. LESSEE shall provide LESSOR certificates of such insurance at or prior to the commencement of the term of the Lease, and annually thereafter on the anniversary date of the commencement of the Lease term.

**17. FIRE, CASUALTY, EMINENT DOMAIN**

Should a substantial portion of the Leased Premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the LESSOR may elect to terminate this lease. When such fire, casualty, or taking renders the Leased Premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the LESSEE may elect to terminate this lease if:

(a) The LESSOR fails to give written notice within thirty (30) days of its intention to restore the Leased Premises, or

(b) The LESSOR fails to restore the Leased Premises to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty or taking.

The LESSOR reserves, and the LESSEE grants to the LESSOR, all rights which the LESSEE may have for damages or injury to the Leased Premises for any taking by eminent domain, except for damage to the LESSEE's fixtures, property or equipment.

**18. DEFAULT AND REMEDIES**

In the event that:

(a) The LESSEE defaults in the payment of any installment of rent or other sum herein specified and such default shall continue for five (5) days after written notice thereof, or

(b) The LESSEE shall default in the observance or performance of any other of the LESSEE's covenants, agreements, or obligations hereunder and such default shall not be corrected within sixty (60) days after written notice thereof; or

(c) The LESSEE shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of LESSEE's property for the benefit of creditors.

Then LESSOR shall have the option to do and perform any one or more of the following:

(1) LESSOR may terminate the Lease in which event LESSEE shall immediately surrender the Leased Premises to LESSOR and, should LESSEE fail to do so, LESSOR shall have the right to enter and take complete possession of the Leased Premises, to declare the term of the Lease ended, and remove the LESSEE's property, without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The LESSEE shall indemnify the LESSOR against all loss of rent and other payments which the LESSOR may incur by reason of such termination during the Lease term.

(2) If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE's part to be observed or performed under or by virtue of any of the provisions of this Lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account of and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations insured, with interest at the rate of 8% percent per annum costs, shall be paid to the LESSOR by the LESSEE as additional rent.

**19. NOTICE**

Any notice from the LESSOR to the LESSEE relating to the Leased Premises or to the occupancy thereof, shall be deemed duly served, if left at the Leased Premises addressed to the LESSEE, or if mailed to the Leased Premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSEE. Any notices from the LESSEE to the LESSOR relating to the Leased Premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LESSOR by registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSOR at such address as the LESSOR may from time to time advise in writing. All rents shall be paid to LESSOR and mailed to the LESSOR at 130 Elmwood Avenue, Quincy, MA 02170.

**20. SURRENDER**

The LESSEE at the expiration or other termination of this Lease shall remove all LESSEE's goods and effects from the Leased Premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or

outside the Leased Premises). LESSEE shall deliver to the LESSOR the Leased Premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Leased Premises, in the same condition as it is currently in, damage by fire or other casualty and reasonable wear and tear only excepted. In the event of the LESSEE's failure to remove any of the LESSEE's property from the premises, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE's expense, or to retain same under LESSOR's control or 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 and the balance to be paid to LESSEE.

**21. LIABILITY OF OWNER**

No owner of the property of which the Leased Premises are a part shall be liable hereunder except for breaches of the LESSOR's obligations occurring during the period of such ownership. The obligations of the LESSOR shall be binding upon the LESSOR's interest in said property, but not upon other assets of the LESSOR, and no individual partner, agent, trustee, stockholder, officer, director, employee or beneficiary of the LESSOR shall be personally liable for performance of the LESSOR's obligations hereunder.

**22. OTHER PROVISIONS**

It is also understood and agreed that:

a. LESSEE shall be responsible for the replacement, repairs and maintenance of all heating, air conditioning, plumbing, window and door grates and electrical equipment exclusively serving and located within the Leased Premises during the term of this lease.

b. LESSEE shall have the use of the ventilation hood and related equipment, fire control systems, grease trap, three bay sink, hand wash sink, hot water heater and the outside sign at no additional cost to the LESSEE. However, repair and maintenance and replacement of which shall be the responsibility of the LESSEE.

c. All replacement, repairs, and maintenance serving the Leased Premises shall be approved by LESSOR.

d. LESSEE shall be responsible for all trash and grease removal from the premises. Trash and grease shall not be stored outside of the Leased Premises. The charge for the dumpster and grease barrel services serving the Leased Premises shall be paid by LESSEE.

e. LESSEE shall be responsible for the removal of snow and ice from the sidewalks bordering upon the entire Leased Premises.

f. LESSEE shall replace all burnt out light bulbs in the exterior and interior of the Leased Premises.

g. In the event of clogged water and sewer pipes for the building which the Leased Premises is a part thereof, LESSOR and LESSEE agree to each pay fifty (50%) percent of the cleaning bill. However, LESSEE shall be fully responsible for the clogged water and sewer pipes if it was caused by LESSEE due to their negligence or intentional acts.

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals as of this _____ day of May, 2016.

LESSEE:

_____
Peter M. Gerges

_____
Mina A. Askander

LESSOR:

_____
Fa Di Chen

## Cafarella, Jennifer

**From:** Nash, John
**Sent:** Thursday, June 02, 2016 9:27 AM
**To:** Cafarella, Jennifer
**Subject:** RE: Change of Ownership - Toscano's

The Winchester Fire Department has no objection to the permitting of a change of ownership for Toscano's , providing the usual and customary restrictions.

Chief John Nash

Winchester Fire Department

32 Mount Vernon Street Winchester MA 01890
Phone (781) 729-5993 | Fax (781) 721-6722

-----Original Message-----
From: Cafarella, Jennifer
Sent: Thursday, June 02, 2016 9:13 AM
To: Wile, John <jwile@winchester.us>; Murphy, Jennifer <jenmurphy@winchester.us>; Nash, John <jnash@winchester.us>; Tracy, Sheila <stracy@winchester.us>
Subject: Change of Ownership - Toscano's

All,

Attached is an application for change of owner for Toscano's. Please send me your comments on this application.

Thank you,
Jenn

## Cafarella, Jennifer

**From:** Tracy, Sheila
**Sent:** Thursday, June 02, 2016 9:27 AM
**To:** Cafarella, Jennifer
**Subject:** RE: Change of Ownership - Toscano's

Jenn,
No issues with this business from this Department.
Sheila

-----Original Message-----
From: Cafarella, Jennifer
Sent: Thursday, June 02, 2016 9:13 AM
To: Wile, John; Murphy, Jennifer; Nash, John; Tracy, Sheila
Subject: Change of Ownership - Toscano's

All,

Attached is an application for change of owner for Toscano's. Please send me your comments on this application.

Thank you,
Jenn

## Cafarella, Jennifer

**From:** Wile, John
**Sent:** Thursday, June 02, 2016 3:42 PM
**To:** Cafarella, Jennifer; Murphy, Jennifer; Nash, John; Tracy, Sheila
**Subject:** RE: Change of Ownership - Toscano's

I have no issues

-----Original Message-----
From: Cafarella, Jennifer
Sent: Thursday, June 02, 2016 9:13 AM
To: Wile, John <jwile@winchester.us>; Murphy, Jennifer <jenmurphy@winchester.us>; Nash, John <jnash@winchester.us>; Tracy, Sheila <stracy@winchester.us>
Subject: Change of Ownership - Toscano's

All,

Attached is an application for change of owner for Toscano's. Please send me your comments on this application.

Thank you,
Jenn

## Cafarella, Jennifer

**From:** Murphy, Jennifer
**Sent:** Friday, June 03, 2016 12:05 PM
**To:** Cafarella, Jennifer
**Subject:** RE: Change of Ownership - Toscano's

They reported to me no changes- structural or otherwise so I'm ok.
Thanks.

-----Original Message-----
From: Cafarella, Jennifer
Sent: Thursday, June 02, 2016 9:13 AM
To: Wile, John <jwile@winchester.us>; Murphy, Jennifer <jenmurphy@winchester.us>; Nash, John <jnash@winchester.us>; Tracy, Sheila <stracy@winchester.us>
Subject: Change of Ownership - Toscano's

All,

Attached is an application for change of owner for Toscano's. Please send me your comments on this application.

Thank you,
Jenn