

TOWN OF ROCKLAND
ZONING BOARD OF APPEALS
APPLICATION FOR A PUBLIC HEARING

SECTION 1:

A. I/We hereby apply for a public hearing before the Zoning Board for the following:
(Check all that are applicable)

- _____ Application for Dimensional Variance
- _____ Application for a Use Variance
- _____ Application for a Section 6 Finding
- ☒ Special Permit for Use permissible by Special Permit
- _____ Appeal from a Decision of the Zoning Enforcement Officer
- _____ Comprehensive Permit (Chapter 40B)

SECTION 2:

B. Answer all of the following questions that pertain to your application:

1. Address of the property in question: 349 Union St
2. Name(s) of Owner(s) of Property: BINH & CATHY LLC
Shore 349 Union St Rockland
3. Owner's Address: Personel 300 Indian Head St Hanson MA
4. Name of Applicant(s): Anita Marie's Breakfast and Lunch Inc
5. Address of Applicant: 349 Union St
Rockland MA 02370
6. Applicant's Phone: Home: 781-816-0065 Work: _____
Cell: 508 403 9831 Fax: _____
E-Mail: kindcas-sawm.com
7. State the Assessor's Map # 39 and Lot # Parcel 223 of the property.
8. State the Zoning District in which the property is located: business 1
9. Explain in-depth what you are proposing to do: Applicant wishes to provide beer wine and mixed drinks to dine-in customers. The applicant will not have a full bar but will be offering mason and backyard style cocktails and beer.
Jessica owner will be the bar manager who will organize + order for the beer can sold as be a server.

Rockland Zoning Board Application

Page 2 of 3

10. Describe in detail any existing variance(s) or special permit(s) pertaining to this property. Copy/copies must be obtained at the Town Clerk's Office and must be attached to this application.

11. List all applicable sections of the Zoning Bylaw that pertain to this application.

415, 85 - Special permits
415-12 3(c)

12. If you are applying for a dimensional variance, state in detail any specific condition that effects the shape, soil, topography or structures on your lot that specifically effects your lot and does not effect the zoning district as a whole, and why these conditions cause a hardship to the land that warrants the granting of a variance (use a separate piece of paper if necessary)

Nil

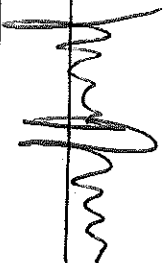
13. If this is an application for a special permit, describe in detail the permit you are seeking and provide the Board with specific information as to how the proposed use will meet the Performance Standards of the Zoning By-Laws of Rockland.

See Response 9
The applicant will abide by all applicable alcohol laws and regulations

Deliveries will be accepted in rear of building during operational hours.
Off hour deliveries can take place through front door, if needed

14. If this is an appeal from a decision of the Zoning Enforcement Officer, state in detail the grounds upon which you claim that the Zoning Enforcement Officer/ Building Inspector's decision was in error. NA

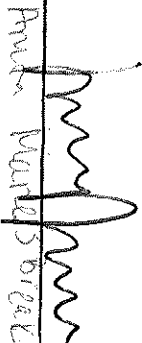
Signed: _____



Owner(s) of Record _____

All owners must sign

Signed: _____



And Ward's director and land

Applicant(s) If Different from owner
All applicants must sign

Signed: _____

Signature of Attorney (if any) _____

Date: _____

6/19/24



TOWN OF ROCKLAND

Board of Assessors

Town Hall
242 Union Street
Rockland, Massachusetts 02370

August 19, 2024

CERTIFIED ABUTTERS LIST OF MAP 39 -- PARCEL 223 345-349 UNION ST

BOARD - ZBA

REQUIREMENTS - Abutters within 300 ft.

CERTIFIED BY:

Karen Doherty
Karen Doherty - Senior Clerk

Parcel ID	Owner	Location	Mailing Street	Mailing City
39-223	BINHCATILYN LLC	345-349 UNION ST	633 ADAMS ST	MILTON MA 02186
39-72	TOWN OF ROCKLAND MEMORIAL LIBRARY	20 BELMONT ST	20 BELMONT ST	ROCKLAND MA 02370
39-73	BUEFORT DARRYL & ROYSTER-BUEFORT DANA ADRIANNA	24-26 BELMONT ST	233 ELIOT ST	MILTON MA 02186
39-104	MAHONEY CHERYL A	25 PACIFIC ST	25 PACIFIC ST	ROCKLAND MA 02370
39-105	SAGE BETH	19 PACIFIC ST	19 PACIFIC ST	ROCKLAND MA 02370
39-106	HARRISON PETER TRUSTEE 11-15 PACIFIC STREET REALTY TR	11-15 PACIFIC ST	26 FIRST PARISH ROAD	NORWELL MA 02061
39-107	TOWN OF ROCKLAND FIRE DEPARTMENT	360 UNION ST	360 UNION ST	ROCKLAND MA 02370
39-109	RICE BUILDING LLC	342-346 UNION ST	8 ALTON PLACE #2	BROOKLINE MA 02446
39-110	GRANT MICHAEL MANAGER GRANT PROPERTY MANAGEMENT LLC	18 PACIFIC ST	141 SOUTH STREET	NORWELL MA 02061
39-111	CHRZAN JAMES S TRUSTEE 28 PACIFIC ST REALTY TRUST	28 PACIFIC ST	P O BOX 342	ROCKLAND MA 02370
39-152	324-328 UNION STREET LLC	324-328 UNION ST	328 UNION ST	ROCKLAND MA 02370
39-153	320 UNION STREET LLC	318-322 UNION ST	320 UNION ST	ROCKLAND MA 02370
39-215	WHITTMAN ROBERT C & NIKIESHA	33-35 EXCHANGE ST	33 EXCHANGE ST	ROCKLAND MA 02370
39-216	CARNEY NATHANIEL A & C/O FITZGERALD ROBERT & KRIS	25 EXCHANGE ST	25 EXCHANGE ST	ROCKLAND MA 02370
39-217	DAVIS FRANK G & DAVIS AMY E	17 EXCHANGE ST	17 EXCHANGE ST	ROCKLAND MA 02370
39-218	379 UNION STREET LLC C/O US BANK TRUST CO NATL ASSO	379 UNION ST	190 S LA SALLE ST MK-IL-SL7C	CHICAGO IL 60603
39-219	CUBELL NORMAN & CLARICE TRS C/O 371 UNION LLC	365-375 UNION ST	365-375 UNION ST	ROCKLAND MA 02370
39-221	JAM REAL ESTATE MANAGEMENT LLC	361-363 UNION ST	218 VFW DRIVE	ROCKLAND MA 02370
39-222	QUINN PATRICK J JR	353-357 UNION ST	BOX 444	ROCKLAND MA 02370
39-224	BINHCATILYN LLC	337-343 UNION ST	633 ADAMS ST	MILTON MA 02186
39-225	FERRARA S & HENDRICKSON M TRS THE HAMMER TRUST	16 WEBSTER ST	16 WEBSTER ST	ROCKLAND MA 02370

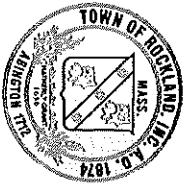


TOWN OF ROCKLAND

Board of Assessors

Town Hall
242 Union Street
Rockland, Massachusetts 02370

Parcel ID	Owner	Location	Mailing Street	Mailing City
39-226	OLD HARBOR REALTY LLC C/O WESTBROOK DEVELOPMENT CORP	28 WEBSTER ST	20 EAST STREET	HANOVER MA 02339
39-227	EGAN SUSAN ELLEN TRS WEBSTER ST RLTY TR	38 WEBSTER ST	ATTN MARTIN 38 WEBSTER ST	ROCKLAND MA 02370
39-228	MITCHELL SHARON A LE 46 WEBSTER ST LLC	46 WEBSTER ST	551 RAVINE RD	DE PERE WI 54115
39-241	U S OF AMERICA POST OFFICE BLD	39 WEBSTER ST	WEBSTER ST	ROCKLAND MA 02370
39-242	LAMB REBECCA	23 WEBSTER ST	23 WEBSTER ST	ROCKLAND MA 02370
39-243-1C	GANNON PATRICK	15-1C WEBSTER ST	15 WEBSTER ST UNIT 1C	ROCKLAND MA 02370
39-243-1R	MANNING LAURA	15-1R WEBSTER ST	15 WEBSTER ST UNIT 1R	ROCKLAND MA 02370
39-243-2C	GANNON PATRICK	15-2C WEBSTER ST	15 WEBSTER ST UNIT 2C	ROCKLAND MA 02370
39-243-2R	RITZ KATHERINA MARY & RITZ MARTINA MARION	15-2R WEBSTER ST	15-2R WEBSTER ST	ROCKLAND MA 02370
39-244	GUARINO MICHAEL TRS OF A & M REALTY TRUST	323-335 UNION ST	29 LEDGEBROOK RD	S WEYMOUTH MA 02190
39-245	PHOENIX BUILDING MGMT LLC C/O US BANK TRUST CO NATL ASSO	315-321 UNION ST	190 S LA SALLE ST MK-IL-SL7C	CHICAGO IL 60603
39-246	5810 INVESTMENTS LLC	16 PARK ST	196 MONCRIEF ROAD	ROCKLAND MA 02370
39-248	FP PARK STREET LLC C/O FULLER CHARLES E III TRUST	24-30 PARK ST	24 TE BERRY FARM RD	HANOVER MA 02339
39-310-1	GOODROW KEVIN J	384-1 UNION ST	384 UNION ST #1	ROCKLAND MA 02370
39-310-2	WOOD SHANNON TRUSTEE SANDRA MAYO WOOD IRREV TRUST	384-2 UNION ST	38 BORDER ST	HOLBROOK MA 02343
39-310-3	RYAN DONNA A	384-3 UNION ST	384 UNION ST #3	ROCKLAND MA 02370
39-310-4	DAY ROBYN ELIZABETH TRUSTEE ROBYN ELIZABETH DAY LIV TRUST	384-4 UNION ST	384-4 UNION ST	ROCKLAND MA 02370
39-310-5	MANNING JOANNE H	384-5 UNION ST	384 UNION ST #5	ROCKLAND MA 02370
39-310-6	VENDETTI CHRISTINA	384-6 UNION ST	384 UNION ST #6	ROCKLAND MA 02370
39-310-7	BOUCHER MARY C	384-7 UNION ST	384 UNION ST #7	ROCKLAND MA 02370
39-311	FEELY BRIAN	22 PACIFIC ST	22 PACIFIC ST	ROCKLAND MA 02370
39-312	BERGERON ROBERT J JR & RENEE L	19 WEBSTER ST	19 WEBSTER ST	ROCKLAND MA 02370
39-313	BERGERON ROBERT J JR & RENEE	20 PARK ST	19 WEBSTER STREET	ROCKLAND MA 02370



TOWN OF ROCKLAND

Board of Assessors

Town Hall
242 Union Street
Rockland, Massachusetts 02370

Planning Boards: Rockland, Abington, Whitman, Norwell, Hanson, Hanover, Hingham & Weymouth:

Rockland Board of Assessors (Notice of decision only)

The above constitutes a complete list of all parties in interest as found in the most recent tax list, pursuant to Chapter 40A, Section 11, of the General Law.

Any person or entity that is requesting an abutters' list where the subject property abuts or is located within 300 feet of the town's boundary line with another town is advised to obtain a certified abutters' list for abutters and abutters to abutters within 300 feet in the adjoining town.

LIST IS VALID FOR 90 DAYS

State Tax Form 290
Certificate: 7705
Issuance Date: 05/17/2024

MUNICIPAL LIEN CERTIFICATE
Town of Rockland, MA
COMMONWEALTH OF MASSACHUSETTS

Requested by KIM DEMELO - KRS TAX SERVICE
1501 BEDFORD STREET
ABINGTON, MA 02351

I certify from available information that all taxes, assessments and charges now payable that constitute liens as of the date of this certificate on the parcel of real estate specified in your application received on 05/17/2024 are listed below.

DESCRIPTION OF PROPERTY

Parcel ID: 39-0223

345 349 UNION ST

BINHCAITLYN LLC
633 ADAMS ST
MILTON

MA 02186

Land area	:	0.11 AC
Land Value	:	193,500
Impr Value	:	374,000
Land use	:	0
Exemptions	:	0
Taxable Value:	:	567,500

Deed date:

Book/Page:

Class: 325-325

FISCAL YEAR	2024	2023	2022
DESCRIPTION			
COMMERCIAL REAL ESTATE TAX	\$7,979.05	\$7,724.15	\$7,946.20
COMMUNITY PRESERVATION ACT	\$119.69	\$115.86	\$119.19
RESIDENTIAL REAL ESTATE TAX	\$.00	\$.00	\$.00
I&E CI PENALTY	\$250.00	\$250.00	\$250.00
TOTAL BILLED:	\$8,348.74	\$8,090.01	\$8,315.39
Charges/Fees	\$.00	\$.00	\$.00
Abatelements/Exemptions	\$.00	\$.00	\$.00
Payments/Credits	-\$8,348.74	-\$8,090.01	-\$8,315.39
Interest to 05/17/2024	\$.00	\$.00	\$.00
TOTAL BALANCE DUE:	\$.00	\$.00	\$.00

FINAL READINGS WATER, SEWER AND TRASH LIENS CALL:

WATER 781-878-0901

SEWER 781-878-1964

BOARD OF HEALTH 781-871-1874 EXT 1005

SEWER BETTERMENT: NO



JUDITH A HARTIGAN
TOWN COLLECTOR

THIS FORM APPROVED BY THE COMMISSIONER OF REVENUE

JESSICA DURAN

781-816-0065
JEKA02NANDA@LIVE.COM

OBJECTIVE

My employment objective is to apply all my knowledge in customer service, professional in my workplace.
To achieve the organization's goal while achieving my personal goals

SKILLS & ABILITIES

Multitask, Organized, Patient relations, Detail-oriented, Dental office administration, Insurance billing, Dental Treatment planning, Eaglesoft, Certified Patient Coordinator, Dental Charting, Staff Payroll , Dental records managements, English/Spanish, and Portuguese

EXPERIENCE

- 2021-Present **Restaurant Management / Owner / Anita Marie's Breakfast & Lunch**
Employee management, Restaurant Utility Management, Waitress.
Overseeing operations, Handling customer complaints, & generating financial reports
- 2018 - 2021 **Cranberry Dental**
Assistant Manager / Receptionist All general receptionist duties.
Assistant manager, billing.
- 2015-2018 **Pocasset Family Dental**
Assistant Manager
All general receptionist duties, accounts receivables, billing, collections.

EDUCATION

- 2012 **High School Diploma**
Coral Springs FL

ADDITIONAL

* Present Resident in Hanson MA

* Love spending time with my family and friends, church

* References Upon Request

ServSafe® CERTIFICATION

ALAN MENDEIROS

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination, which is accredited by the American National Standards Institute (ANSI)-Conference for Food Protection (CFP).

20497168

CERTIFICATE NUMBER

4/28/2021

DATE OF EXAMINATION

Local laws apply. Check with your local regulatory agency for recertification requirements.

10750

EXAM FORM NUMBER

4/28/2026

DATE OF EXPIRATION



#0655

A handwritten signature in dark ink, appearing to read "Sherman Brown", is written over a horizontal line.

Sherman Brown
Executive Vice President, National Restaurant Association Solutions





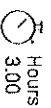
CERTIFICATE OF COMPLETION

This certifies that

Jessica Duran

is awarded this certificate for

TIPS On-Premise Alcohol Server Training



Hours
3.00



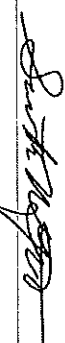
Completion Date
05/14/2024



Expiration Date
05/14/2027

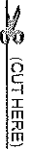


Certificate #
ON-000033546670


Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

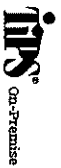
8504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | www.360training.com



(CUT HERE)



(CUT HERE)



Issued: 05/14/2024
Certificate #: ON-000033546670

CERTIFIED

Expires: 05/14/2027

Jessica Duran
360 INDIAN HEAD STREET
Hudson MA 02341



Phone: 800-438-8477
www.gettips.com

This card was issued for successful completion of the TIPS program.

Signature _____



CERTIFICATE OF COMPLETION

This certifies that

Alan De Medeiros

is awarded this certificate for

TIPS On-Premise Alcohol Server Training

 Hours
3.00

 Completion Date
06/06/2024

 Expiration Date
06/06/2027

 Certificate #
ON-000033731170



Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | www.360training.com

 (CUT HERE)

 (CUT HERE)

TIPS
On-Premise

Issued: 06/06/2024
Certificate #: ON-000033731170

Alan De Medeiros

CERTIFIED

Expires: 06/06/2027

TIPS | **360**
TRAINING™
A 360TRAINING COMPANY

Phone: 800-438-8477
www.gettips.com

This card was issued for successful completion of the TIPS program.

Signature _____



CERTIFICATE OF COMPLETION

This certifies that

Angelica Maiers

is awarded this certificate for

TIPS On-Premise Alcohol Server Training

 Hours
3.00

 Completion Date
08/27/2024

 Expiration Date
08/27/2027

 Certificate #
ON-000034544031

Official Signature



THIS CERTIFICATE IS NON-TRANSFERABLE

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | www.360training.com

 (CUT HERE)

 (CUT HERE)

TIPS
On-Premise

Issued: 08/27/2024
Certificate #: ON-000034544031

Angelica Maiers

Rockland

MA, 02370

CERTIFIED

Expires: 08/27/2027

TIPS | **360**
TRAINING
A 360TRAINING COMPANY

Phone: 800-438-8477
www.gettips.com

This card was issued for successful completion of the TIPS program.

Signature _____



CERTIFICATE OF COMPLETION

This certifies that

Elaine Concannon

is awarded this certificate for

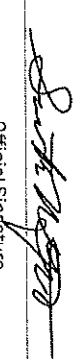
TIPS On-Premise Alcohol Server Training

 Hours
3.00

 Completion Date
08/27/2024

 Expiration Date
08/27/2027

 Certificate #
ON-000034543633


Official Signature

THIS CERTIFICATE IS NON-TRANSFERABLE

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | www.360training.com

 (CUT HERE)

 (CUT HERE)

TIPS
On-Premise

Issued: 08/27/2024
Certificate #: ON-000034543633

CERTIFIED

Expires: 08/27/2027

Elaine Concannon
Rockland MA 02270

TIPS
360
TRAINING
A 360 TRAINING COMPANY

Phone: 800-438-8477
www.gettips.com

This card was issued for successful completion of the TIPS program.

Signature _____

Binh & Caitlyn LLC

Owner of 345 – 349 Union Street, Rockland MA

1

COMMERCIAL LEASE for 349 Union Street, Rockland MA

BETWEEN

Binh Tran and Caitlyn Huynh of Binh & Caitlyn LLC, LESSOR AND

DBA Anita Marie's LESSEE
Jessica Duran Breakfast & Lunch.
Alan De Medeiros

Binh & Caitlyn LLC
Owner of 345 – 349 Union Street, Rockland MA

2

COMMERCIAL LEASE

1). PARTIES

Binh Tran and Caitlyn Huynh, owner of 349 Union Street, Rockland MA, 02370 (LESSOR), does hereby lease to Jessica Duran, Alan DeMedeiros (LESSEE), of Anita Mae's 349 Union St Rockland State of MA and the LESSEE hereby leases the following described premises:

2). PREMISES

The first floor service and basement in that building located at 349 Union Street, Rockland Massachusetts, 02370 now being used for: operating a restaurant purposes, with all restaurant equipment(s) ie: freezer, refrigerator, ovens, dishwasher, tables, chairs necessary for the operation of the LESSEE business. The restaurant may not store any flammable materials in the basement.

3). TERM

The term of this Lease shall be for 5 YEARS to commence on May 1st, 2021, and end on May 31st, 2025.

4). RENT

The LESSEE shall pay to the LESSOR rent of \$16,800.00 per year for 5 years payable in advance on the 1-day of each month in monthly installments of \$1,400.00. If any rental payment is not paid within five (5) days of its due date, the LESSEE agrees to pay an additional late fee of eight percent (8%) of the rental payment due.

5). TRIPLE NET (NNN)

Binh & Caitlyn LLC
Owner of 345 -- 349 Union Street, Rockland MA

3

Tenants Initials JD, AD, M Landlord's Initials CB, A

It is the intention of the Parties that this Lease shall be considered a "Triple Net Lease"

I: Operating Expenses: The Lessor shall have no obligation to provide any services, perform any acts, or pay expenses, charges, obligations or costs of any kind whatsoever with respect to the Premises. The Lessee hereby agrees to pay one-hundred percent (100%) of any and all

Operating Expenses as hereafter defined for the entire term of the Lease and any extensions thereof in accordance with specific provisions hereinafter set forth. The term "Operating Expenses" shall include all costs to the Lessor of operating and maintaining the Premises, and shall include all costs to the Lessor of operating and maintaining the Premises, and shall include, without limitation, real estate and personal property taxes and assessments, management fee(s), heating, air conditioning, HVAC, electricity, water, waste disposal, sewage, operating materials and supplies, service agreements and charges, lawn care, snow removal, restriping, repairs, repaving, cleaning and custodial, security, insurance, the cost of contesting the validity or applicability of any governmental acts which may affect operating expenses, and all other direct operating expenses, and all other direct operating costs of operating and maintaining the Premises and related parking areas, unless expressly excluded from operating expenses.

II: Taxes: Lessee shall pay, during the term of this Lease, 50% of the real estate taxes including any special taxes or assessments collectively, the "Taxes") attributable to the Premises and accruing during such term. Lessee, at Lessor's option, shall pay to Lessor said taxes on a monthly basis, based on one-twelfth (1/12) of the estimated annual amount for taxes. Taxes for any fractional calendar year during the term hereof shall be prorated. In the event the Lessee does not make any tax payment required hereunder, the Lessee shall be in default of this Lease.

III: Insurance: Lessee shall maintain, at all times during the Term of this Lease, comprehensive general liability insurance in an insurance company licensed to do business in the Massachusetts in which the Premises are located and that is satisfactory to Lessor, properly protecting and indemnifying Lessor with single limit coverage of not less than _____ dollars (\$ _____) death of persons and _____ dollar (\$ _____) for property damage. During the Term of this Lease, Lessee, shall furnish the Lessor with certificate(s) of insurance, in a form acceptable to Lessor, covering such insurance so maintained by Lessee and naming Lessor and Lessor's mortgagees, if any, as additional insured.

6). SECURITY DEPOSIT

The LESSEE has paid the LESSOR a security deposit of \$1,400.00. The LESSOR will hold this security deposit as security for the repair of any damages to the property. This deposit will be returned to the LESSEE within ten (10) days of the termination of this Lease,

Binh & Caitlyn LLC
Owner of 345 – 349 Union Street, Rockland MA

minus any amounts needed to repair the property, but without interest.

4

7. UTILITIES

The LESSEE shall be responsible for arranging for and paying for, as they become due, all bills for electricity and gas at 100% (PERCENT) per month, water and sewer at 60% (PERCENT) per quarter and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the Leased Premises at 100% (PERCENT). In the event LESSEE requires additional utilities or equipment, the installation, repair, maintenance, and replacement thereof shall be the LESSEE's sole obligation.

8. USE OF LEASED PREMISES

The LESSEE agrees to use the Leased Premises only for the purposes of carrying on the following lawful business restaurant and no other.

The LESSOR agrees that the LESSEE may install the following equipment and fixtures for the purpose of operating the LESSEE's business and that such equipment and fixtures shall remain in the property of the LESSEE:

All restaurant equipment(s) ie: freezer, refrigerator, ovens, dishwasher, tables, chairs necessary for the operation of the LESSEE business.

9. 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 Rockland, Massachusetts where the premises are situated. LESSEE shall at its sole expense, comply with all licensing and permitting requirements of the City of Rockland, Commonwealth of Massachusetts, and any other public authority asserting jurisdiction over LESSEE's business. All costs of building and other permits for work to be provided in accordance with the terms of Paragraph 23 hereof shall be paid by the LESSEE.

10. FIRE INSURANCE

The LESSEE shall maintain with respect to the Leased Premises comprehensive fire and hazard insurance in the amount of one hundred (100%) percent of the replacement cost of all Building(s) and structures upon the Leased Premises, in responsible companies qualified to do business in Massachusetts and in

good standing therein insuring the LESSOR as well as LESSEE against loss to property as provided. The LESSEE shall deposit with the LESSOR certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled without at least ten (10) days prior written notice to each assured name therein. LESSOR shall only be named as an additional insured on all such policies.

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.

11). MAINTENANCE

A. LESSEE'S OBLIGATION

The LESSEE agrees to maintain the Leased Premises in good condition, damage by fire and other casualty excepted, and whenever necessary, to replace plate glass and other glass therein, acknowledging that the Leased Premises are now in good order and the glass whole. The LESSEE shall not permit the Leased Premises to be overloaded, damaged, stripped or defaced, nor suffer any waste.

LESSEE shall be responsible for the maintenance, repair, and upkeep of the interior of the property, and further agrees to maintain the surrounding outside area in a clean, safe, and sanitary manner. LESSEE shall be responsible for the maintenance and repair of the Leased Premises, which includes the furnace, burner(s), air conditioning, HVAC units and machinery, all electrical, mechanical, plumbing, heating, or any other system or equipment on the property. LESSEE shall be responsible to have the basement door(s) closed tightly and locked at all times, and the electricity lights to be shut off when not being used. If any of the pipes were to be frozen or burst, due to LESSEE'S misuse, waste or neglect or that of his employee, family, agent, or visitor, LESSEE shall be responsible for all damages, repairs, and replacements of such. LESSEE shall have a licensed maintenance professional come once a year to maintenance on the furnace, burner(s), air conditioning, HVAC units and machinery and other equipment within the Leased Premises. LESSEE shall provide LESSOR with the maintenance professional license, certificate, and contact information.

LESSEE shall obtain the written consent of the LESSOR before erecting any sign on the Leased Premises, which consent shall not be unreasonably withheld. LESSEE agrees to comply with all rules, laws, regulations, and ordinances affecting the property or the business activities of the LESSEE.

LESSOR will give LESSEE a copy of the key to the basement and if the key is lost, LESSEE shall pay for the cost of replacement of the key(s).

Binh & Caitlyn LLC
Owner of 345 – 349 Union Street, Rockland MA

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B. LESSOR'S OBLIGATIONS

The LESSOR agrees to maintain the structure of the building of which the Leased Premises are a part 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.

12). ALTERATIONS – ADDITIONS

The LESSEE shall not make structural alterations or additions to the Leased Premises, but may make non-structural alterations. 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 claim 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 unless otherwise agreed to by LESSOR and LESSEE, or unless reasonably removable without damage to the Leased Premises.

13). ASSIGNMENT – SUBLEASING – SALE OF MAJORITY INTEREST

The LESSEE may not assign or sublet the whole or any part of the Leased Premises without LESSOR'S prior written consent, which consent shall not be unreasonably withheld. Notwithstanding such assignment or sublet, LESSEE shall remain liable to LESSOR for the payment of all rent and for the full performance of the covenants and conditions of this Lease.

14). SUBORDINATION

This Lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the Leased Premises are a part and the LESSEE shall, when requested, promptly execute the 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 to a bank or other institutional lender.

15). LESSOR'S ACCESS

The basement space rented by the LESSEE provides utilities to units 345, 347, 349 Union Street Rockland, MA 02370 and in the case of an emergency, we reserve the rights to be able to have access into the basement.

Birth & Caitlyn LLC
Owner of 345 – 349 Union Street, Rockland MA

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16). INDEMNIFICATION AND LIABILITY

The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by or resulting from neglect of the LESSEE and, further agrees not to do anything that will increase the LESSOR's insurance premiums.

17). 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 comprehensive public liability insurance in the amount of \$300,000.00 per person per incident in responsibility companies qualified to do business in Massachusetts and in good standing there in ensuring the LESSOR as well as LESSEE against injury to persons or damage to property as provided. The LESSEE shall deposit with the LESSOR certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least ten (10) days prior written notice to each assured name therein. LESSOR shall be named as an additional insured on all such policies.

18). 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

1. The LESSOR fails to give written notice within thirty (30) days of intention to restore Leased Premises, or
2. 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, properties, or equipment's.

19). DEFAULT AND BANKRUPTCY

In the event that

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A. The LESSEE shall default in the payment of any installment of rent or other sum herein specified such default shall continue for ten (10) days 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 thirty (10) days 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 the LESSOR shall have the right thereafter, which such default continues, to re-enter and take complete possession of the Leased Premises, to declare the term of this Lease ended, and remove the LESSEE's effects, 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 residue of the term

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 in any article 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 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 an additional interest at the rate of EIGHT (8%) PERCENT per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

20). SIGNS

No sign may be placed in any window, or affixed, attached or placed upon the exterior of the premises until such sign has been approved by the LESSOR, which approval shall not be unreasonably withheld or delayed.

21). TRASH, EXTERMINATION AND SNOW AND ICE REMOVAL

LESSEE shall be responsible for causing the extermination of the building for insects and rodents as often as needed to keep the premises free from infestation and in compliance with all health requirements, but not less than once a year. Such extermination shall be conducted by licensed pest control contractors. LESSEE shall obtain a copy of licensed pest control contractors and send the copy and contact information to the LESSOR.

LESSEE responsible for trash removal and remove trashes from the Leased Premises as often as necessary to prevent the keeping of trash on or adjacent to the Leased Premises, but not less than once per week.

LESSEE shall be responsible for the removal of snow and ice from the sidewalks and back bordering upon the Leased Premises and the roof shall be the responsibility of the LESSOR.

22). 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 notice 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 rent notices shall be paid and sent to the LESSOR.

This lease may only be terminated by 90 days written notice from either party, except in the event of a violation or any terms or default of any payments or responsibilities due under this Lease, which are governed by the terms in paragraph 18.

23). SURRENDER

The LESSEE shall at the expiration or other termination of this Lease 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 LESSOR, either inside or outside the Leased Premises). LESSEE shall deliver to the LESSOR the Leased Premises and all keys, locked thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Leased Premises, in good condition, damage by fire or other casualty only expected. 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 to sell at public or private sale without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

24). ABANDONMENT

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If at any time during the term of this lease, LESSEE abandons the demised premises or any part thereof, LESSOR may, at his or her option, enter the demised premises by any means without being liable for any prosecution therefore, and without becoming liable to LESSEE for damages or for any payment of any kind whatever, and may, at his or her discretion, as agent for LESSEE, re-let the demised premises, or any part thereof, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such re-letting, and, at LESSOR's option, hold LESSEE liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the net rent for such period realized by LESSOR by means of such re-letting. If LESSOR's right of re-entry is exercised following abandonment of the premises by LESSEE, then LESSOR may consider any personal property belonging to LESSEE and left on the premises to also have been abandoned, in which case LESSOR may dispose of all such personal property in any manner LESSOR shall deem proper and is hereby relieved of all liability for doing so.

25). REPAIR

LESSEE shall be responsible for all maintenance and repairs specifically referred to in this Lease.

26). OPTION TO EXTEND

LESSEE shall have the right to extend this Lease provided all rental obligations have been paid in a timely manner on the same terms and conditions except for the rent for 1 additional 5 year period, commencing December 2026, provided LESSEE notifies, in writing, LESSOR of its intent to so extend no later than 90 days before expiration. The rent for the 5 year period extension year shall be negotiated by the parties. In the event that LESSEE does not extend this Lease as aforesaid, then this LESSEE shall terminate effective December 31st, 2025, and all other obligations of the parties shall cease.

27). ADDITIONAL TERMS

-LESSEE agrees that if any legal action is necessary to recover the property, collect any amounts due under this Lease, or correct a violation of any term of this Lease, LESSEE shall be responsible for all costs incurred by LESSOR in connection with such action, including any reasonable attorney's fees.

-The nature of restaurant business dictates substantial use of water any accidents occurring shall be

Binh & Caitlyn LLC

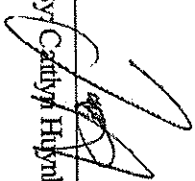
Owner of 345 – 349 Union Street, Rockland MA

replaced by LESSEE.

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Owner of 345 - 349 Union Street, Rockland MA


By: Binh Tran (LESSOR)

Date 5/3/2021


By: Caitlyn Huynh (LESSOR)

Date 05/3/2021

 - 1A171-DMed Air205
By: (LESSEE)

Date 05-03-2021