

Abstract Report for Nautilus Boston LLC PIER 4-RESI - 140 NORTHERN AVENUE, L.L.C. (US-Property)

October
30, 2024

Tenant Information

Contract ID:	1B24-00002	Contract Status:	Premises Leased and Occupied
Tenant:	Nautilus Boston LLC	DBA:	The Nautilus
Leased Area: *	4,827.00 sqf		
Lease Commencement:	08/21/2019	Expiration:	12/31/2032

* Area is calculated as the sum of the tenant's current unit's area – based on the unit's lease start date.

Documents

Document Name	Document Date	Primary	Memo
Retail Lease	08/09/2019	Yes	TT leases a portion of Ground floor Retail Space ~ 4,827 RSF commencing on the date on which LL tenders possession of the Premises to TT.
Commencement Letter	08/21/2019	No	Establishes 08/21/2019 as the CD, 01/01/2021 as the RCD and 12/31/2030 as the ED.
1st Amendment	12/18/2020	No	Extend the term for Ground floor Retail Space ~ 4,827 RSF Until 12/31/2032. Amends the Base Rent.

Area Summary

Unit	Area	Lease Commencement	Expiry Date	Occupancy Date	Vacate Date	Lease Use
GR-0101	4,827.00 sqf	08/21/2019	12/31/2032	08/21/2019		Retail

Critical Dates

Title	Status	Clause Type	Due Date	Responsible	Detail
LL's Contribution Disbursement Date	In Progress	Tenant Allowance	12/01/2019	Miller, Justin	If despite the good faith commercially reasonable efforts of both LL and TT the Liquor License Approval does not occur by 12/01/2019, then up to but not more than an Add'l 10% of the LL's Contribution (i.e., up to an Add'l \$289,620.00 may be disbursed solely for payment of hard construction costs and labor directly related to the Initial Installations and materials delivered to the Premises in connection w/ the Initial Installations.
TT the Liquor License Approval Due Date	In Progress	Other General Critical Dates	01/01/2020	Miller, Justin	If despite the good faith commercially reasonable efforts of both LL and TT the Liquor License Approval does not occur by 01/01/2020, then TT shall exercise good faith commercially reasonable efforts to cause the Premises to be open for business to the public by not later than 10/31/2020.
Outside Liquor License Approval Date	In Progress	Other General Critical Dates	03/01/2020	Miller, Justin	If despite the commercially reasonable good faith efforts of both LL and TT the Liquor License Approval has not occurred by 03/01/2020 ("Outside Liquor License Approval Date"), then as liquidated damages and the sole and exclusive remedy of TT on account hereof, for and w/ respect to each day between the Outside Liquor License Approval Date and the date on which the Liquor License Approval actually occurs, TT shall receive a credit against the Rent payable under the Lease in an amount equal to the / diem Fixed Rent payable for the first Lease Year.
Premises Open Date	Open	Other General Critical Dates	04/30/2020	Miller, Justin	TT shall exercise good faith commercially reasonable efforts to cause the Premises to be open for business to the public by not later than 04/30/2020.
Liquor License Condition Termination Notice	Open	Other General Critical Dates	07/16/2020	Miller, Justin	The "Liquor License Termination Date" shall mean 06/01/2020. If despite the commercially reasonable good faith efforts of both LL and TT, the Liquor License Approval does not occur by the Liquor License Termination Date, then not earlier than the Liquor License Termination Date and not later than 45 days following the Liquor License Termination Date, either LL or TT may terminate the Lease by giving the

TT's Operating and Insurance Payment Due Date	Open	Other General Critical Dates	01/01/2021	Busker, Theresa	other party a written termination notice (a "Liquor License Condition Termination Notice").
TT's Tax Payment Due Date	Open	Other General Critical Dates	01/01/2021	Busker, Theresa	Commencing on the RCD, and thereafter throughout the Term of the Lease, TT shall pay to LL TT's PRS of the Insurance Expenses and OpEx for each CY or portion thereof during the Term ("TT's Operating and Insurance Payment").
Exclusive Use	Open	Use, Restrictions, and Exclusivity	01/01/2023	Miller, Justin	Commencing on the Rent Commencement Date, and thereafter throughout the Term of the Lease, TT shall pay to LL TT's PRS of the Taxes for each Tax Year or portion thereof during the Term ("TT's Tax Payment").
Go Dark	Open	Go Dark / Co- Tenancy	01/01/2024	Miller, Justin	LL agrees that (i) during the period of time prior to the 2nd anniversary of the RCD, LL will not enter into a lease for premises w/in the Retail Unit for use of the subject premises by the respective tenant (a) as a sushi counter, raw bar, oyster bar, ceviche bar, or similar concept, or (b) principally and primarily as a full service or take-out food restaurant deriving greater than 20% of its gross sales from "Asian Cuisine"; and (ii) from and after the 2nd anniversary of the RCD, LL will not enter into a lease for premises w/in the Retail Unit for use of the subject premises by the respective tenant principally and primarily as a full service or take-out food restaurant deriving greater than 40% of its gross sales from Asian Cuisine ("Exclusive Use.").
Renewal Notice Earliest Due Date - First Extension Term LL's Right of Access	Open	Renewal	01/01/2029	Moore, Jeffrey	At any time after the 3rd anniversary of the RCD for up to but not more than 180 consecutive days, in one (1) instance during the Term of the Lease, TT may elect to temporarily reduce the Hrs of operation of its business for a period of up to but not more than 60 consecutive days or TT may temporarily discontinue operating its business in the Premises (the "Temporary Go Dark Period").
Renewal Notice Latest Due Date - First Extension Term	Open	Other General Critical Dates	01/01/2030	Miller, Justin	TT delivers written notice (each, a "Extension Notice") to LL of TT's exercise of such extension right not earlier than 24 months prior to the respective Extension Term CD.
Renewal Notice Latest Due Date - Second Extension Term	Open	Renewal	01/01/2030	Moore, Jeffrey	During the 12 month period immediately preceding the ED, LL may from time-to-time show the Premises to prospective tenants.
Renewal Notice Earliest Due Date - Second Extension Term	Open	Renewal	01/01/2034	Moore, Jeffrey	TT delivers written notice (each, a "Extension Notice") to LL of TT's exercise of such extension right not later than 12 months prior to the respective Extension Term CD.
Renewal Notice Latest Due Date - Second Extension Term	Open	Renewal	01/01/2035	Moore, Jeffrey	TT delivers written notice (each, a "Extension Notice") to LL of TT's exercise of such extension right not later than 24 months prior to the respective Extension Term CD.
Renewal Notice Earliest Due Date - Third Extension	Open	Renewal	01/01/2039	Moore, Jeffrey	TT delivers written notice (each, a "Extension Notice") to LL of TT's exercise of such extension right not later than 24 months prior to the respective Extension Term CD.

Term
Renewal Open Renewal 01/01/2040 Moore, Jeffrey
Notice Latest
Due Date -
Third
Extension
Term

TT delivers written notice (each, a "Extension Notice") to LL of TT's exercise of such extension right not later than 12 months prior to the respective Extension Term CD.

General Notes

Code	Clause Type	Date Created	Detail
Bankruptcy Claims	Other General Critical Dates	03/19/2021	Per Sec 6 of 1st Amendment, In the event that the Lease is rejected in a case commenced by or against TT, as debtor, under the United States Bankruptcy Code (Bankruptcy Case), LL shall have, in addition to any other claim, an allowed Admin expense claim in the Bankruptcy Case equal to the difference between (a) the aggregate amount of Rent that would have been payable under the Existing Lease had it not been amended hereby for the period from the commencement of the Bankruptcy Case through the effective date of such rejection (Post-Petition Period), and (b) any amount actually paid to LL by TT or its bankruptcy estate during the Post-Petition Period. In addition to the forgoing, LL's claim for damages arising out of the rejection of the Lease shall be calculated and allowed based on the Rent set forth in the Existing Lease as the same existed prior to this Amendment and not as amended hereby.
Suite Number	Other General Critical Dates	09/03/2019	Unit # cannot be confirmed. Lease reflects a portion of the Ground Floor space and is silent w/ respect to Unit #. AX reflects Unit # GR-0101. Abstract reflects AX.
Lease	Other General Critical Dates	08/30/2019	Liquor License: Per sec 31 of Lease, LL will, at its sole cost and expense, provide TT w/ a so-called common victualer 7-day all alcohol license (the "Liquor License"), duly approved by the City of Boston Licensing Board (the "Licensing Board") and the Commonwealth of Massachusetts Alcoholic Beverages Control Commission (the "ABCC"), permitting TT to sell alcohol, beer and wine for consumption w/in the Premises until at least 1:00 a.m., 7 days / week, subject to and in accordance w/ all applicable Requirements and the Lease. LL has provided TT w/ copies of its agreement w/ the current holder of the Liquor License to transfer the Liquor License to LL, as well as a copy of the existing Liquor License. LL shall exercise commercially reasonable good faith efforts to obtain the Liquor License Approval as soon as possible. W/out limiting the foregoing, if despite the commercially reasonable good faith efforts of both LL and TT the Liquor License Approval has not occurred by 03/01/2020 (the "Outside Liquor License Approval Date"), then as liquidated damages and the sole and exclusive remedy of TT on account hereof, for and w/ respect to each day between the Outside Liquor License Approval Date and the date on which the Liquor License Approval actually occurs, TT shall receive a credit against the Rent payable under the Lease in an amount equal to the / diem Fixed Rent payable for the first Lease Year. Notwithstanding anything to the contrary contained herein, the Outside Liquor License Approval Date shall be extended, and there shall be no credit against Fixed Rent for any delay in the Liquor License Approval Date arising out of or resulting from the failure by TT to timely cooperate w/ the efforts of LL to obtain the Liquor License Approval. The "Liquor License Termination Date" shall mean 06/01/2020. If despite the commercially reasonable good faith efforts of both LL and TT, the Liquor License Approval does not occur by the Liquor License Termination Date, then not earlier than the Liquor License Termination Date and not later than 45 days following the Liquor License Termination Date, either LL or TT may terminate the Lease by giving the other party a written termination notice (a "Liquor License Condition Termination Notice"). Such termination shall be effective immediately upon the timely giving of such Liquor License Condition Termination Notice. If either LL or TT validly terminates the Lease in accordance w/ the foregoing provisions, then TT immediately shall yield-up and surrender the Premises in accordance w/ and subject to the terms and conditions of the Lease, the Lease shall be null and void and of no further force and effect, and except as expressly and specifically set forth herein, the parties shall have no further liabilities, responsibilities or obligations hereunder. If either (i) the Liquor License Approval occurs prior to delivery of the Liquor License Condition Termination Notice, or (ii) neither party delivers a Liquor License Condition Termination Notice w/in such 45 day period, then neither party shall have no further right to terminate the Lease. TT (i) maintains the Liquor License in full force and effect (after LL provides the Liquor License to TT), (ii) complies with all state,

			municipal and other governmental Requirements, regulations and rules with respect to the sale of liquor and all alcoholic beverages as aforesaid, and (iii) complies with all applicable provisions of this Lease, LL agrees that TT shall have the right to sell alcohol, beer and wine at retail for consumption w/in the Premises. Refer sec 31 of Lease for complete details.
Other Premises	Other General Critical Dates	08/29/2019	Outdoor Area: Per Sec 3.5 of Lease, During the term of the Lease, TT may use the Outdoor Area depicted as the "outdoor area" on the plan in Exh A-1, for the sole purpose of maintaining seasonal outdoor seating appurtenant to the operation of the restaurant in the Premises, subject to the conditions and obligations specified in Sec 3.5. TT, at its sole cost and expense, shall obtain any and all permits, consents, licenses and/or approvals necessary or required by applicable Requirements, the Condominium Documents, and/or third parties for the installation and operation of the Outdoor Area. TT shall reimburse LL for all costs and expenses incurred by LL in assisting the efforts of TT to obtain such permits, consents, licenses and/or approvals. LL shall have no obligation to provide any electricity or other services to the Outdoor Area, and TT shall be responsible for the installation of any and all wires and other equipment necessary to furnish electricity or other services to the Outdoor Area. The Outdoor Area shall be considered to be part of the Premises for all purposes under the Lease (excepting only for determining the Agreed Area of the Premises or TT's PRS. TT may elect to improve the Outdoor Area, at its sole cost and expense, to provide three-season outdoor seating appurtenant to the operation of its restaurant in the Premises. TT may use the Outdoor Area for the purpose of maintaining outdoor seating appurtenant to the operation of its restaurant in the Premises until 11:00 p.m. on a daily basis. Refer Sec 3.5 of Lease for complete details.
Lease	Other General Critical Dates	08/29/2019	Condominium: Per Sec 1 of Lease, The Building is comprised of a condominium (the "Condominium") known as the Pier 4 Primary Condominium, created pursuant to a master deed ("Master Deed") dated as of 05/03/2019, recorded with the Suffolk County Registry of Deeds ("Registry") on 05/06/2019 in Book 61072, Page 1 and a limited liability company agreement and by-laws dated as of 05/03/2019 and recorded with the Registry on 05/06/2019 in Book 61072, Page 62 (collectively, the "Condominium Documents"). Per sec 3.1 of Lease, TT acknowledges that the Bldg is a mixed use project consisting of retail areas, residential areas and other commercial uses and may be altered, expanded, reduced or otherwise changed from time to time, and LL and the Condominium Association from time to time reserve the right to modify the Bldg and related improvements and facilities, to change the uses thereof, and to designate areas as common areas or as areas for the exclusive use of one or more unit owners, occupants or others. LL represents to TT as follows: (a) LL has the authority, under the Condominium Documents to enter into the Lease w/ TT upon the terms and conditions; (b) the Permitted Uses are not prohibited under the Condominium Documents; and (c) LL has delivered to TT true, correct, and complete copies of the Condominium Documents as in effect as of the Effective Date. LL covenants and agrees w/ TT as follows: (x) LL shall, as the LL of the Retail Unit, exercise good faith commercially reasonable efforts to prevent the Condominium Documents from being amended or enforced in any manner; and (y) LL shall not take any action which will result in a breach or default by LL as LL of the Retail Unit under the Condominium Documents. Refer Sec 3.1 of Retail Lease for complete details.

Group Breakdown

<u>Group Name</u>	<u>Group Description</u>	<u>Unit(s)</u>					
Group A	Retail Lease	GR-0101					
Base Rents							
<u>Section</u>	<u>Group Period</u>	<u>Amount</u>	<u>Frequency</u>	<u>Area</u>	<u>Months</u>	<u>Annual Amount</u>	<u>Annual PSA(/sqf)</u>
Retail Lease, sec. 1, 2.3	Group A 08/21/2019 to 12/31/2020	\$ 0.00	Monthly	4,827.00 sqf	16	\$ 0.00	\$ 0.00
Additional detail:	Percentage Rent: No						
	Group A 01/01/2021 to 03/31/2021	\$ 0.00	Monthly	4,827.00 sqf	3	\$ 0.00	\$ 0.00
Additional detail:	Percentage Rent: No						
	Group A 01/01/2021 to	\$ 0.00	Monthly	4,827.00 sqf	12	\$ 0.00	\$ 0.00

Additional detail: Retail Lease, sec. 1, 2.3	12/31/2021 Percentage Rent: No Group 01/01/2022 \$ 20,112.50 Monthly A to 12/31/2023	4,827.00 sqf	24	\$ 241,350.00	\$ 50.00
Additional detail: Retail Lease, sec. 1, 2.3	12/31/2023 Percentage Rent: No Group 01/01/2024 \$ 20,514.75 Monthly A to 12/31/2024	4,827.00 sqf	12	\$ 246,177.00	\$ 51.00
Additional detail: Retail Lease, sec. 1, 2.3	12/31/2024 Percentage Rent: No Group 01/01/2025 \$ 20,925.04 Monthly A to 12/31/2025	4,827.00 sqf	12	\$ 251,100.48	\$ 52.02
Additional detail: Retail Lease, sec. 1, 2.3	12/31/2025 Percentage Rent: No Group 01/01/2026 \$ 21,343.54 Monthly A to 12/31/2026	4,827.00 sqf	12	\$ 256,122.48	\$ 53.06
Additional detail: Retail Lease, sec. 1, 2.3	12/31/2026 Percentage Rent: No Group 01/01/2027 \$ 21,770.41 Monthly A to 12/31/2027	4,827.00 sqf	12	\$ 261,244.92	\$ 54.12
Additional detail: Retail Lease, sec. 1, 2.3	12/31/2027 Percentage Rent: No Group 01/01/2028 \$ 22,205.82 Monthly A to 12/31/2028	4,827.00 sqf	12	\$ 266,469.84	\$ 55.20
Additional detail: Retail Lease, sec. 1, 2.3	12/31/2028 Percentage Rent: No Group 01/01/2029 \$ 22,649.94 Monthly A to 12/31/2029	4,827.00 sqf	12	\$ 271,799.28	\$ 56.31
Additional detail: Retail Lease, sec. 1, 2.3	12/31/2029 Percentage Rent: No Group 01/01/2030 \$ 23,102.93 Monthly A to 12/31/2030	4,827.00 sqf	12	\$ 277,235.16	\$ 57.43
Additional detail: Retail Lease, sec. 1, 2.3	12/31/2030 Percentage Rent: No Group 01/01/2031 \$ 23,564.99 Monthly A to 12/31/2031	4,827.00 sqf	12	\$ 282,779.88	\$ 58.58
Additional detail: Retail Lease, sec. 1, 2.3	12/31/2031 Percentage Rent: No Group 01/01/2032 \$ 24,036.30 Monthly A to 12/31/2032	4,827.00 sqf	12	\$ 288,435.60	\$ 59.75
Additional detail: Base Rent Notes:	Percentage Rent: No Free Rent (US 03/19/2021 Only) Per Sec 3(i) of 1st Amendment, Free Rent period from 08/21/2019 to 12/31/2021. RCD = 01/01/2022.				

Abatements / Rent Concessions

None

Other Charges

<u>Section</u>	<u>Group Period</u>	<u>Amount</u>	<u>Frequency</u>	<u>Type</u>	<u>Area</u>	<u>Months</u>	<u>Annual Amount</u>	<u>Annual PSA(/sqf)</u>
Retail Lease, sec. 10.6	Group 01/01/2021 A to 03/31/2021	\$ 0.00	Monthly		4,827.00 sqf	3	\$ 0.00	\$ 0.00
Retail Lease, sec. 10.6	Group 01/01/2022 A to 12/31/2022	\$ 310.00	Monthly	Rubbish Removal	4,827.00 sqf	12	\$ 3,720.00	\$ 0.77
Retail Lease, sec. 10.6	Group 01/01/2023 A to 12/31/2023	\$ 316.20	Monthly	Rubbish Removal	4,827.00 sqf	12	\$ 3,794.40	\$ 0.79
Retail Lease, sec. 10.6	Group 01/01/2024 A to 12/31/2024	\$ 322.52	Monthly	Rubbish Removal	4,827.00 sqf	12	\$ 3,870.24	\$ 0.80
Retail Lease, sec. 10.6	Group 01/01/2025 A to 12/31/2025	\$ 328.97	Monthly	Rubbish Removal	4,827.00 sqf	12	\$ 3,947.64	\$ 0.82
Retail Lease, sec. 10.6	Group 01/01/2026 A to 12/31/2026	\$ 335.55	Monthly	Rubbish Removal	4,827.00 sqf	12	\$ 4,026.60	\$ 0.83
Retail Lease, sec. 10.6	Group 01/01/2027 A to 12/31/2027	\$ 342.27	Monthly	Rubbish Removal	4,827.00 sqf	12	\$ 4,107.24	\$ 0.85
Retail Lease, sec. 10.6	Group 01/01/2028	\$ 349.11	Monthly	Rubbish	4,827.00 sqf	12	\$ 4,189.32	\$ 0.87

	A to 12/31/2028		Removal						
Retail Lease, sec. 10.6	Group 01/01/2029 \$ 356.09	Monthly	Rubbish Removal	4,827.00 sqf	12	\$ 4,273.08	\$ 0.89		
	A to 12/31/2029								
Retail Lease, sec. 10.6	Group 01/01/2030 \$ 363.21	Monthly	Rubbish Removal	4,827.00 sqf	12	\$ 4,358.52	\$ 0.90		
	A to 12/31/2030								
	Group 01/01/2031 \$ 370.48	Monthly		4,827.00 sqf	12	\$ 4,445.76	\$ 0.92		
	A to 12/31/2031								
	Group 01/01/2032 \$ 377.89	Monthly		4,827.00 sqf	12	\$ 4,534.68	\$ 0.94		
	A to 12/31/2032								

Expense Recoveries**Expense Recoveries ~ Net: Insurance Expenses**

Section: Retail Lease, sec. 1, 7, Exh B

Detail:

Additional Detail:

Recovery Pool: Expense Recoveries	No Base Year	Pro Rata Percentage: 29.9200%
Gross Up Percentage: 0.00%	Expense Stop: \$0.0000	Recovery Cap: No
Groups: Group A		

Notes:

Code	Date Created	Detail
OE Pro-Rata Share	08/29/2019	TT shall pay its PRS of 29.92%. Commencing on the RCD, and thereafter throughout the Term of the Lease, TT shall pay to LL TT's PRS of the Insurance Expenses for each CY or portion thereof during the Term ("TT's Insurance Payment"). Per Sec 2 of 1st Amendment, The provisions of the Existing Lease, for and w/ respect to the period of time (Relief Period) between 04/01/2021 and 12/31/2021, both dates inclusive, in lieu of the amounts payable under the Existing Lease on account of Fixed Rent, % Rent, TT Tax Payment, TT OPEX Payment and TT Insurance Payment, Electricity Add'l Rent, or Trash Room Rent, TT shall pay to LL w/out notice and w/out offset, setoff, or deduction, on a monthly basis, the Relief Period Rent (as hereinafter defined). Relief Period Rent shall mean an amount equal to 10% multiplied by (y) the Gross Sales, to the extent in excess of \$4,500,000.00. The Relief Period Rent shall be payable on a monthly basis, in accordance w/ the provisions of Section 2.5 of the Existing Lease. By not later than the date which is 10 days after the end of each calendar month during the Relief Period, TT shall deliver to LL (A) a statement of Gross Sales for the immediately preceding month, certified by an officer of TT, and (B) the monthly payment on account of the Relief Period Rent. In addition, TT shall, w/out notice or demand from LL, w/in 30 days after the expiration of the Relief Period, cause a statement of the Gross Sales made at, in, on and from the Premises for the Relief Period to be certified by an officer of TT and delivered to LL, accompanied by a payment from TT for the balance of the Relief Period Rent, if any. LL shall have the right to review and audit the Sales Records of Gross Sales during the Relief Period, in accordance w/ the terms and conditions of Section 2.5(d) of the Existing Lease. The Relief Period Rent shall be considered to be Add'l Rent.
Building Area	08/29/2019	Insurance Expenses shall mean the aggregate of all costs and expenses payable or incurred by LL in connection w/ insuring the Real Property, including all premiums for fire, casualty, liability, worker's compensation payable to the Condominium, and such other insurance as LL may maintain from time to time.
Dispute Provisions	08/29/2019	Refer OpEx dispute provisions notes for complete details.
OE Adj Pay Due Date	08/29/2019	W/in 30 days after delivery of the Statement to TT.
OE Adjustment Credit	08/29/2019	LL shall credit the amount of such excess against the next payable installment(s) of Rent due hereunder.
OE Billing Frequency	08/29/2019	Monthly
Operating Statement	08/29/2019	Promptly after the expiration of each CY.

Expense Recoveries ~ Net: Operating Expenses

Section: Retail Lease, sec. 1, 7, Exh B

Detail:

Additional Detail:

Recovery Pool: Expense Recoveries	No Base Year	Pro Rata Percentage: 29.9200%
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			Gross Up Percentage: 0.00%	Expense Stop: \$0.0000	Recovery Cap: No
			Groups: Group A		
Notes:	Code	Date Created	Detail		
	OE Pro-Rata Share	08/29/2019	TT shall pay its PRS of 29.92%. Commencing on the RCD, and thereafter throughout the Term of the Lease, TT shall pay to LL TT's PRS of the OpEx for each CY or portion thereof during the Term ("TT's Operating Payment"). Per Sec 2 of 1st Amendment, The provisions of the Existing Lease, for and w/ respect to the period of time (Relief Period) between 04/01/2021 and 12/31/2021, both dates inclusive, in lieu of the amounts payable under the Existing Lease on account of Fixed Rent, % Rent, TT Tax Payment, TT OPEX Payment and TT Insurance Payment, Electricity Add'l Rent, or Trash Room Rent, TT shall pay to LL w/out notice and w/out offset, setoff, or deduction, on a monthly basis, the Relief Period Rent (as hereinafter defined). Relief Period Rent shall mean an amount equal to 10% multiplied by (y) the Gross Sales, to the extent in excess of \$4,500,000.00. The Relief Period Rent shall be payable on a monthly basis, in accordance w/ the provisions of Section 2.5 of the Existing Lease. By not later than the date which is 10 days after the end of each calendar month during the Relief Period, TT shall deliver to LL (A) a statement of Gross Sales for the immediately preceding month, certified by an officer of TT, and (B) the monthly payment on account of the Relief Period Rent. In addition, TT shall, w/out notice or demand from LL, w/in 30 days after the expiration of the Relief Period, cause a statement of the Gross Sales made at, in, on and from the Premises for the Relief Period to be certified by an officer of TT and delivered to LL, accompanied by a payment from TT for the balance of the Relief Period Rent, if any. LL shall have the right to review and audit the Sales Records of Gross Sales during the Relief Period, in accordance w/ the terms and conditions of Section 2.5(d) of the Existing Lease. The Relief Period Rent shall be considered to be Add'l Rent.		
	Building Area - 08/29/2019 OE		OpEx = the aggregate of all costs and expenses payable or incurred by or on behalf of LL in connection w/ the ownership, operation, management, repair and maintenance of the Real Property. OpEx excludes: Taxes; franchise or income taxes imposed upon LL; mortgage amortization and interest; leasing commissions; ages, salaries and benefits paid to any persons above the grade of Bldg .Manager and their immediate supervisor; legal and accounting fees relating; any costs or expenses (including fines, interest, penalties and legal fees) arising out of LL's failure to timely pay OpEx or Taxes; the cost of capital improvements other than those expressly included in OpEx pursuant to Section 7.1. Refer to Sec 7.1(B) for specific inclusions & Exh B for exclusions.		
	Cap Improvement Stmt	08/29/2019	The following capitalized costs in amortized installments as described in Sec 7.1(b) are incl in OpEx, the costs and expenses of any capital improvements if such capital improvement either (i) is intended in the good faith reasonable judgment of LL to reduce OpEx (as for example, a labor saving or energy saving improvement) provided, the amount included in OpEx shall not exceed an amount equal to the savings reasonably anticipated to result from the installation and operation of such improvement, and/or (ii) is made to comply w/ a Requirement which is first adopted or becomes effective or applicable to the Real Property after the Effective Date. The "annual charge-off" of each such capital expenditure shall be included in OpEx for each CY in which such capital expenditure is made, and for each subsequent CY. The "annual charge-off" shall be determined by (i) dividing the original cost of the capital expenditure by the number of years of useful life thereof (which useful life shall be determined by LL in its reasonable discretion in accordance w/ customary practice in the real estate industry); and (ii) adding to such quotient an interest factor computed on the unamortized balance of such capital expenditure based upon an interest rate then being charged for long-term mortgages by institutional lenders on Comparable Bldgs. If the LL's management office for the Real Property is used to provide management services to multiple properties, then the rental value shall be equitably allocated between the Real Property and such other properties		
	Dispute Provisions	08/29/2019	Each Statement sent to TT shall constitute an account stated between LL and TT and shall be conclusively binding upon TT unless TT (i) pays to LL when due the amount set forth in such Statement, w/out prejudice to TT's right to audit such Statement, and (ii) w/in 60 days after such Statement is delivered, sends a written notice to LL objecting to such Statement, specifying the reasons for such objection and stating that TT will audit the records concerning the items objected to by TT and all auditors, representatives, contractors, agents, and other third parties		

		involved on behalf of TT in any review, audit or dispute concerning OpEx, Insurance Expenses or Taxes shall execute and deliver to LL a confidentiality agreement, in form and substance reasonably satisfactory to LL, whereby such parties agree not to disclose to any third party any of the information obtained in connection w/ such review. TT agrees that TT will not employ, in connection w/ any review, audit or dispute under the Lease, any person or entity who is to be compensated in whole or in part, on a contingency fee basis. If TT satisfies the foregoing conditions precedent, then TT may review or audit the OpEx, Insurance Expenses, or Taxes for the Subject CY or Tax Year (as applicable). If TT's objection includes charges imposed by the Condominium Association that LL has included in the OpEx, then LL shall exercise the rights afforded to LL under the Condominium Documents to make available for TT to review and audit the applicable records of the Condominium Association concerning the charges objected to by TT. If the parties are unable to resolve any dispute as to the correctness of such Statement w/in 30 days following the review or audit performed by TT, then either party may refer the issues raised by such review or audit to an independent nationally recognized public accounting firm selected by LL and reasonably acceptable to TT, and the decision of such accountants shall be conclusively binding upon LL and TT. TT shall pay the fees and expenses relating to such procedure, unless such accountants determine that LL overstated OpEx, Insurance Expenses, or Taxes, as applicable, by more than 5% for such CY or Tax Year, in which case LL shall pay the reasonable out-of-pocket fees and expenses incurred by TT.
Management Fees	08/29/2019	OpEx excludes management fees to the extent in excess of the greater of (A) 3% of the gross rentals and other revenues collected for the Real Property and (B) fees charged by LL or related entities for the management by any of them of other first class properties in the area of the Bldg. No lang. re: Admin. Fee.
OE Adj Pay Due Date	08/29/2019	W/in 30 days after delivery of the Statement to TT.
OE Adjustment Credit	08/29/2019	LL shall credit the amount of such excess against the next payable installment(s) of Rent due hereunder.
OE Billing Frequency	08/29/2019	Monthly.
Operating Statement	08/29/2019	Promptly after the expiration of each CY.

Expense Recoveries ~ Net: Real Estate Taxes**Section:**

Retail Lease, sec. 1, 7

Detail:**Additional Detail:**

Recovery Pool: Taxes	No Base Year	Pro Rata Percentage: 29.9200%
Gross Up Percentage: 0.00%	Expense Stop: \$0.0000	Recovery Cap: No
Groups: Group A		

Notes:

Code	Date Created	Detail
Building Area- Taxes	08/29/2019	Taxes shall mean (i) all real estate taxes, assessments, sewer and water rents, rates and charges and other governmental levies, impositions or charges, whether general, special, ordinary, extraordinary, foreseen or unforeseen, which may from time to time be assessed, levied or imposed upon all or any part of the Real Property, including all amounts payable to the City of Boston and all amounts payable w/ respect to the Real Property to the Condominium, (ii) all business improvement district impositions, charges and fees assessed, imposed or payable w/ respect to all or any part of the Real Property, and (iii) all expenses (including reasonable attorneys' fees and disbursements and experts' and other witnesses' fees) incurred in seeking abatement of or contesting any of the foregoing or the assessed valuation of the Real Property established by the City of Boston. Taxes shall not include (x) interest or penalties incurred by LL as a result of LL's late payment of Taxes, or (y) franchise, transfer, gift, inheritance, estate or net income taxes imposed upon LL.
Dispute Provisions	08/29/2019	Refer OpEx dispute provisions notes for complete details.
RE Adj Pay Due Date	08/29/2019	W/in 30 days after delivery of the Statement to TT.
RE Tax Adj. Credit	08/29/2019	LL shall credit the amount of such excess against the next payable installment(s) of Rent due hereunder.
RE Tax Billing Freq	08/29/2019	Monthly
RE Tax Pro-Rata	08/29/2019	TT shall pay its PRS of 29.92%. Commencing on the Rent Commencement Date, and thereafter throughout the Term of the Lease,

TT shall pay to LL TT's PRS of the Taxes for each Tax Year or portion thereof during the Term ("TT's Tax Payment"). Tax Year shall be 12 months period from 07/01 through 06/30. Per Sec 2 of 1st Amendment, The provisions of the Existing Lease, for and w/ respect to the period of time (Relief Period) between 04/01/2021 and 12/31/2021, both dates inclusive, in lieu of the amounts payable under the Existing Lease on account of Fixed Rent, % Rent, TT Tax Payment, TT OPEX Payment and TT Insurance Payment, Electricity Add'l Rent, or Trash Room Rent, TT shall pay to LL w/out notice and w/out offset, setoff, or deduction, on a monthly basis, the Relief Period Rent (as hereinafter defined). Relief Period Rent shall mean an amount equal to 10% multiplied by (y) the Gross Sales, to the extent in excess of \$4,500,000.00. The Relief Period Rent shall be payable on a monthly basis, in accordance w/ the provisions of Section 2.5 of the Existing Lease. By not later than the date which is 10 days after the end of each calendar month during the Relief Period, TT shall deliver to LL (A) a statement of Gross Sales for the immediately preceding month, certified by an officer of TT, and (B) the monthly payment on account of the Relief Period Rent. In addition, TT shall, w/out notice or demand from LL, w/in 30 days after the expiration of the Relief Period, cause a statement of the Gross Sales made at, in, on and from the Premises for the Relief Period to be certified by an officer of TT and delivered to LL, accompanied by a payment from TT for the balance of the Relief Period Rent, if any. LL shall have the right to review and audit the Sales Records of Gross Sales during the Relief Period, in accordance w/ the terms and conditions of Section 2.5(d) of the Existing Lease. The Relief Period Rent shall be considered to be Add'l Rent.

RE Tax Statement	08/29/2019	As soon as reasonably practicable after LL has determined the Taxes for a Tax Year.
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Option Clauses

Renewal: Renewal - First Extension Term

Section: Retail Lease, sec. 28

Detail:

Additional Detail:

--Renewal-- --Notify--

Term: 5
Years
Commences: Between
 01/01/2033 01/01/2029
Expires: and
 12/31/2037 01/01/2030

--Rent--

Rent Type: Specified/Other
Rent Detail: The annual Fixed Rent payable during the First Extension Term shall be equal to the lesser of (i) the annual Fair Market Value of the Premises as of commencement of the First Extension Term, or (ii) 108% of the Fixed Rent payable for the last Lease Year of the Initial Term, calculated as of as of the commencement of the First Extension Term (the "First Extension Term Calculation Date"). The annual Fixed Rent payable during the Second Extension Term shall be equal to the lesser of (i) the annual Fair Market Value of the Premises as of commencement of the Second Extension Term, or (ii) 108% of the Fixed Rent payable for the last Lease Year of the First Extension Term, calculated as of as of the commencement of the Second Extension Term (the "Second Extension Term Calculation Date"). The annual Fixed Rent payable during the Third Extension Term shall be equal to the lesser of (i) the annual Fair Market Value (as hereinafter defined) of the Premises as of commencement of the Third Extension Term, or (ii) 120% of the Fixed Rent payable for the last Lease Year of the Second Extension Term, calculated as of commencement of the Third Extension Term (the "Third Extension Term Calculation Date"). Each of the First Extension Term Calculation Date, the Second Extension Term Calculation Date, and the Third Extension Term Calculation Date is referred to herein as a "Calculation Date." For the purposes of calculating the annual Percentage Rent payable during each Extension Term, (i) the First Percentage shall be 5.5%, (ii) the First Base Gross Sales Figure for each Lease Year during the respective Extension Term shall equal the annual Fixed Rent payable for such Lease Year divided by 5.5%, and (iii) the Second Percentage and Second Base Gross Sales Figure shall not be applicable to the respective Extension Term. W/out limitation, by not later than 10 Business Days after receipt of TT's request therefor (which may be delivered not more than 20 months prior to the applicable Extension Date).

Schedules:

Floor: GR	Unit: GR-0101
Subject To:	Detail: Unit GR-0101 ~ PF ~ 4,827 RSF

Notes:

Code	Date Created	Detail
Market Rental	08/30/2019	If TT delivers a Dispute Notice w/in said 30 day period, and the parties do not resolve such dispute w/in 30 days after the delivery of the Dispute Notice, then either party may, by delivery of a notice (an Arbitration Notice") to the other party, submit said dispute concerning the Fair Market Value to arbitration.

Renewal	08/30/2019	W/in 30 days after receipt of LL's Rent Notice, TT may elect either (i) to rescind the exercise of the extension option by delivering a notice (a "Rescission Notice") of such rescission to LL, or (ii) to dispute LL's determination of Fair Market Value by delivering a notice (a "Dispute Notice") of such dispute to LL.
Renewal Rent	08/30/2019	If the Fixed Rent payable during the Extension Term is not determined prior to the Extension Term CD, then beginning on the Extension Term CD, TT shall pay Fixed Rent in an amount equal to the Fair Market Value for the Premises as determined by LL in the Rent Notice (the "Interim Rent"). Upon final determination of the Fixed Rent for the Extension Term, TT shall commence paying such Fixed Rent as so determined, and w/in 30 days after such determination TT shall pay any deficiency in prior payments of Fixed Rent or, if the Fixed Rent as so determined shall be less than the Interim Rent, TT shall be entitled to a credit against the next succeeding installments of Fixed Rent in an amount equal to the difference between each installment of Interim Rent and the Fixed Rent as so determined which should have been paid for such installment until the total amount of the over payment has been recouped.
Rent Notice	08/30/2019	LL shall advise TT (the "Rent Notice") of LL's determination of Fair Market Value not later than 30 days after delivery of the Extension Notice.

Renewal: Renewal - Second Extension Term**Section:** Retail Lease, sec. 28**Detail:****Additional Detail:****--Renewal--****--Notify--****Term:** 5**Notify****Years****Type:** Between
01/01/2038 01/01/2034**Commences:**and
12/31/2042 01/01/2035**Expires:****--Rent--****Rent Type:** Specified/Other

Rent Detail: The annual Fixed Rent payable during the First Extension Term shall be equal to the lesser of (i) the annual Fair Market Value of the Premises as of commencement of the First Extension Term, or (ii) 108% of the Fixed Rent payable for the last Lease Year of the Initial Term, calculated as of as of the commencement of the First Extension Term (the "First Extension Term Calculation Date"). The annual Fixed Rent payable during the Second Extension Term shall be equal to the lesser of (i) the annual Fair Market Value of the Premises as of commencement of the Second Extension Term, or (ii) 108% of the Fixed Rent payable for the last Lease Year of the First Extension Term, calculated as of as of the commencement of the Second Extension Term (the "Second Extension Term Calculation Date"). The annual Fixed Rent payable during the Third Extension Term shall be equal to the lesser of (i) the annual Fair Market Value (as hereinafter defined) of the Premises as of commencement of the Third Extension Term, or (ii) 120% of the Fixed Rent payable for the last Lease Year of the Second Extension Term, calculated as of commencement of the Third Extension Term (the "Third Extension Term Calculation Date"). Each of the First Extension Term Calculation Date, the Second Extension Term Calculation Date, and the Third Extension Term Calculation Date is referred to herein as a "Calculation Date." For the purposes of calculating the annual Percentage Rent payable during each Extension Term, (i) the First Percentage shall be 5.5%, (ii) the First Base Gross Sales Figure for each Lease Year during the respective Extension Term shall equal the annual Fixed Rent payable for such Lease Year divided by 5.5%, and (iii) the Second Percentage and Second Base Gross Sales Figure shall not be applicable to the respective Extension Term. W/out limitation, by not later than 10 Business Days after receipt of TT's request therefor (which may be delivered not more than 20 months prior to the applicable Extension Date).

Schedules:

Floor: GR	Unit: GR-0101
Subject To:	Detail: Unit GR-0101 ~ PF ~ 4,827 RSF

Notes:

Code	Date Created	Detail
Renewal	08/30/2019	Refer Renewal - First Extension Term for complete Renewal notes.

Renewal: Renewal - Third Extension Term**Section:** Retail Lease, sec. 28**Detail:****Additional Detail:****--Renewal--****--Notify--****Term:** 5**Notify****Years****Type:** Between
01/01/2043 01/01/2039**Commences:**and
12/31/2047 01/01/2040**--Rent--****Rent Type:** Specified/Other

Rent Detail: The annual Fixed Rent payable during the First Extension Term shall be equal to the lesser of (i) the annual Fair Market Value of the Premises as of commencement of the First Extension Term, or (ii) 108% of the Fixed Rent payable for the last Lease Year of the Initial Term, calculated as of as of the commencement of the First Extension Term (the "First Extension Term Calculation Date"). The annual Fixed Rent payable during

the Second Extension Term shall be equal to the lesser of (i) the annual Fair Market Value of the Premises as of commencement of the Second Extension Term, or (ii) 108% of the Fixed Rent payable for the last Lease Year of the First Extension Term, calculated as of as of the commencement of the Second Extension Term (the "Second Extension Term Calculation Date"). The annual Fixed Rent payable during the Third Extension Term shall be equal to the lesser of (i) the annual Fair Market Value (as hereinafter defined) of the Premises as of commencement of the Third Extension Term, or (ii) 120% of the Fixed Rent payable for the last Lease Year of the Second Extension Term, calculated as of commencement of the Third Extension Term (the "Third Extension Term Calculation Date"). Each of the First Extension Term Calculation Date, the Second Extension Term Calculation Date, and the Third Extension Term Calculation Date is referred to herein as a "Calculation Date." For the purposes of calculating the annual Percentage Rent payable during each Extension Term, (i) the First Percentage shall be 5.5%, (ii) the First Base Gross Sales Figure for each Lease Year during the respective Extension Term shall equal the annual Fixed Rent payable for such Lease Year divided by 5.5%, and (iii) the Second Percentage and Second Base Gross Sales Figure shall not be applicable to the respective Extension Term. W/out limitation, by not later than 10 Business Days after receipt of TT's request therefor (which may be delivered not more than 20 months prior to the applicable Extension Date).

Schedules:	Floor: GR Unit: GR-0101 Subject To: Detail: Unit GR-0101 ~ PF ~ 4,827 RSF.
Notes:	Code Date Created Detail Renewal 08/30/2019 Refer Renewal - First Extension Term for complete Renewal notes.

Other Clauses

Alterations ~ Specialty Alterations: Speciaty Alterations

Section:	Retail Lease, sec. 5.3
Detail:	Standard removal language applies.
Additional Detail:	N/A

Default Provisions ~ Tenant Default: Tenant Default

Section:	Retail Lease, sec. 15.1		
Detail:			
Additional Detail:	Monetary Cure Period: 5 Calendar Days Non-Monetary Cure Period: 30 Calendar Days		
Notes:			
	Code	Date Created	Detail
	Cancellation	08/30/2019	Upon the occurrence of anyone or more of such Events of Default, LL may, to the extent permitted by law, in addition to all other remedies available at law or in equity, at its sole option, (i) immediately, or at any time after such Event of Default, w/out notice, re-enter the Premises or any part thereof, and/or (ii) give to TT 3 days' notice of cancellation of the Lease, in which event the Lease and the Term shall terminate. Notice required. 2X in any period of 12 months.
	Monetary Default	08/30/2019	TT fails to observe or perform any other term, covenant or condition of the Lease and such failure continues for more than 30 days after written notice by LL to TT of such default, or if such default is of a nature that it cannot be completely remedied w/in 30 days, failure by TT to commence to remedy such failure w/in said 30 days, and thereafter diligently prosecute to completion all steps necessary to remedy such default, provided in all events the same is completed w/in 90 days.
	TT Default Notes	08/30/2019	

Deposits: Letter of Credit

Section:	Retail Lease, sec. 1, 27
Detail:	Upon 08/09/2019, TT has delivered to LL a LOC in the amount of \$120,000.00 as security for the faithful performance and observance by TT of the terms, covenants and conditions of the Lease. TT covenants and agrees to maintain the LOC in the LOC Amount throughout the Term of the Lease. The LOC shall not expire prior to the date which is 60 days after the ED. If TT shall comply w/ all of the terms, covenants and conditions of the Lease, then the LOC or then-remaining balance of the cash security, as the case may be, shall be returned to TT promptly after (x) the ED, (y) the surrender and yield-up of possession of the Premises to LL in the manner required by the Lease, and (z) the curing of any outstanding Events of Default under the Lease. If, at any time or from time to time, LL determines that an Issuing Bank (i) no longer satisfies the Minimum Rating Agency Threshold, (ii) no longer satisfies the Minimum Capital Threshold, (iii) has been seized or closed by the Federal Reserve Board, the Federal Deposit Insurance Corporation, the Office of the Comptroller of the Currency, or another governmental or regulatory agency or authority, (iv) has become insolvent, or (v) is unwilling or unable to honor the LOC or to perform its obligations to honor a draw upon the LOC, then w/in 10 days after demand, TT shall deliver to LL a replacement LOC, issued by a replacement Issuing Bank which satisfies the Minimum Rating Agency

Threshold and the Minimum Capital Threshold and otherwise satisfies the requirement of this Article 27. Refer Sec 27 of Lease for complete details.

Additional Detail:	--Cash-- Cash Type: None Interest Bearing: No	--Credit-- Credit: Single
Schedules:	Type: Credit Date: 08/09/2019	Deposit Amount: \$120,000.00

Estoppel: Estoppel	Retail Lease, sec. 26.10
Section:	W/in 7 days following request from LL, any Mortgagee or any LL, TT shall deliver to LL a statement executed and acknowledged by TT, in form reasonably satisfactory to LL.
Detail:	
Additional Detail:	Days to Respond: 7 Calendar Days

Financial Statements: Financial Statements	Retail Lease, sec. 26.19
Section:	Upon request of LL, in connection w/ potential financing(s) or sale(s) of the Bldg, TT shall provide LL w/ its most recent current financial statements; however, LL shall not request such financial statements more than once in any 12 month period. Upon request of TT, LL and TT will enter into a mutually-acceptable commercially reasonable confidentiality agreement w/ respect to the disclosure of such financial statements.
Detail:	
Additional Detail:	N/A

Hazardous Materials: Hazardous Materials	Retail Lease, sec. 8.1(b)
Section:	Standard hazardous materials restrictions apply. LL or its agents may perform environmental inspections of the Premises at any time and from time-to-time, at the cost and expense of TT.
Detail:	
Additional Detail:	N/A

Holdover: Holdover	Retail Lease, sec. 18.2
Section:	TT shall pay to LL for each month (or any portion thereof) during which TT holds over in the Premises after the ED or sooner termination of the Lease, a holdover charge calculated as follows: (i) for each day during which TT holds over in the Premises after the ED or sooner termination of the Lease, through and including the day which is 30 days thereafter, a / diem holdover charge calculated at a rate equal to 1.5X of the daily Rent payable under the Lease for the last full calendar month of the Term; and (ii) if TT holds over in the Premises for more than 30 days after the ED or sooner termination of the Lease, a / diem holdover charge calculated at a rate equal to 2X of the daily Rent payable under the Lease for the last full calendar month of the Term. In addition, if possession of the Premises is not surrendered to LL by not later than the date which is 30 days after the ED or sooner termination of the Lease, to the maximum extent permitted by law. (b) Add'l liabilities applies. Refer sec 18.2 of Lease for complete details.
Detail:	
Additional Detail:	N/A

Insurance ~ Tenant: Tenant Insurance	Retail Lease, sec. 11.1										
Section:	Cancellation/Change: 30 days prior written notice.										
Detail:											
Additional Detail:	Self Insurance Allowed: No										
Schedules:	<table border="1"> <tr> <td>Type: All Risk/Casualty</td> <td>Coverage Detail: For the full insurable value thereof or replacement cost thereof, having a deductible amount, if any, not in excess of \$25,000.00.</td> </tr> <tr> <td>Type: Liability</td> <td>Coverage Detail: The minimum limits of liability applying exclusively to the Premises shall be a combined single limit w/ respect to each occurrence in an amount of not less than \$5M. The self-insured retention for such policy shall not exceed \$10,000.00.</td> </tr> <tr> <td>Type: Other</td> <td>Coverage Detail: Builder's risk insurance: For full replacement value covering the interests of LL and TT.</td> </tr> <tr> <td>Type: Other</td> <td>Coverage Detail: Business interruption insurance covering not less than 1 year of anticipated gross income.</td> </tr> <tr> <td>Type: Workers' Comp.</td> <td>Coverage Detail: As required by law.</td> </tr> </table>	Type: All Risk/Casualty	Coverage Detail: For the full insurable value thereof or replacement cost thereof, having a deductible amount, if any, not in excess of \$25,000.00.	Type: Liability	Coverage Detail: The minimum limits of liability applying exclusively to the Premises shall be a combined single limit w/ respect to each occurrence in an amount of not less than \$5M. The self-insured retention for such policy shall not exceed \$10,000.00.	Type: Other	Coverage Detail: Builder's risk insurance: For full replacement value covering the interests of LL and TT.	Type: Other	Coverage Detail: Business interruption insurance covering not less than 1 year of anticipated gross income.	Type: Workers' Comp.	Coverage Detail: As required by law.
Type: All Risk/Casualty	Coverage Detail: For the full insurable value thereof or replacement cost thereof, having a deductible amount, if any, not in excess of \$25,000.00.										
Type: Liability	Coverage Detail: The minimum limits of liability applying exclusively to the Premises shall be a combined single limit w/ respect to each occurrence in an amount of not less than \$5M. The self-insured retention for such policy shall not exceed \$10,000.00.										
Type: Other	Coverage Detail: Builder's risk insurance: For full replacement value covering the interests of LL and TT.										
Type: Other	Coverage Detail: Business interruption insurance covering not less than 1 year of anticipated gross income.										
Type: Workers' Comp.	Coverage Detail: As required by law.										

Notes:	Code	Date Created	Detail
	Blanket Coverage	08/30/2019	A policy of commercial general liability insurance on an occurrence basis against claims for personal injury, bodily injury, death and/or property damage occurring in or about the Real Property, including blanket broad-form contractual liability coverage for the indemnity obligations set forth in Article 25.
	Evidence of renewal	08/30/2019	TT shall deliver evidence of each renewal or replacement of each of the Policies to landlord at least 10 days prior to the expiration of the respective Policy.
	Insurance	08/30/2019	TT shall maintain such other insurance in such amounts and w/ such coverages as landlord may reasonably require from time to time.

Landlord Supervision ~ Alterations: Landlord Supervision

Section: Retail Lease, sec. 5.1, 5.6
Detail: TT shall not make any alterations, additions, or other physical changes in or about the Premises ("Alterations"), other than decorative Alterations such as painting, wall coverings and floor coverings (collectively, "Decorative Alterations"), w/out LL's prior consent. TT shall give LL not less than 5 Business Days' notice prior to performing any Decorative Alteration, which notice shall contain a description of such Decorative Alteration. TT shall reimburse LL, w/in 30 days after delivery of an invoice therefor, for all out-of-pocket costs, expenses and fees actually incurred by LL in connection w/ Alterations. In addition, if any Alterations proposed by or on behalf of TT costs more than \$50,000.00 in the aggregate, then TT shall pay to LL, w/in 30 days after delivery of written demand by LL, a construction administration fee in an amount equal to 3% of the total cost of such Alterations; provided, however, TT shall not be obligated to pay a construction administration fee to LL in connection w/ the performance of any Decorative Alterations, the Initial Installations, or other Alterations proposed by or on behalf of TT prior to the date which is 6 months after the date on which TT initially opens for business to the public in the Premises. At LL's request, TT shall deliver to LL reasonable supporting documentation evidencing the hard and soft costs incurred by TT in designing and constructing any Alterations.

Additional Detail:

N/A

Late Fees and Interest ~ Interest: Interest

Section: Retail Lease, sec. 1, 15.4
Detail: After due date at the Interest = the lesser of (i) 2% / annum above the then-current Base Rate, and (ii) the maximum rate permitted by applicable Requirements.

Additional Detail:

N/A

Late Fees and Interest ~ Late Fees: Late Fees

Section: Retail Lease, sec. 15.4
Detail: If any payment of Rent is not paid w/in 5 days after delivery of notice by LL to TT that such amount is due, a late charge equal to 5% of such amount shall be assessed.

Additional Detail:

N/A

Leasing Commission: Leasing Commission - 1

Section: 1st Amendment, sec. 8
Detail:

Additional Detail:

N/A

Schedules:	Broker Name: Tishman Speyer Properties, L.L.C.	Detail: 1st Amendment
	Party Represented: Landlord	

Leasing Commission: Leasing Commission

Section: Retail Lease, sec. 1, 24, 26.9
Detail:

Additional Detail:

N/A

Schedules:	Broker Name: City Retail LLC d/b/a Graffito SP	Detail: Retail Lease
	Party Represented: Landlord	
	Broker Name: Steve Bowler	Detail: Retail Lease
	Party Represented: Tenant	
	Broker Name: Tishman Speyer Properties, L.P.	Detail: Retail Lease (LL's Agent)
	Party Represented: Landlord	

Other Miscellaneous: Access

Section: Retail Lease, sec. 29.3(e)
Detail: TT further covenants and agrees that, except as expressly and specifically, it Will, at its sole cost and expense, not permit TT's employees to enter any floor above the Premises, unless expressly invited to such floor by an occupant of the Bldg, nor shall TT use any cart, wagon or similar conveyance for the sale and/or delivery of coffee or any other items inside the Bldg except as may be approved in advance in writing by LL.

Additional Detail:

N/A

Other Miscellaneous: Awning or Canopy

Section: Retail Lease, sec. 29.2(g)
Detail: TT further covenants and agrees that, except as expressly and specifically, it will, at its sole cost and expense not install, place or permit any awning or canopy on the perimeter walls of the Premises unless provided or approved by LL in writing, prior to installation, and if so provided or approved, keep each such awning clean and in good order, repair and appearance consistent w/ the standards including, whenever necessary, the replacement of any damaged or worn awning coverings w/ materials approved by LL. Where any such awning has been provided by LL upon request by TT, LL will make all repairs and replacements to the framework or mechanical parts thereof, at TT's expense.

Additional Detail:

N/A

Other Miscellaneous: Bulls Eye

Section: Retail Lease, sec. 29.2(i)
Detail: TT further covenants and agrees that, except as expressly and specifically, it will, at its sole cost and

expense as soon as practicable and in any event w/in 48 Hrs after any exterior or interior glass (including mirrors) is broken or cracked, including any so-called "bulls eye" break in the glass, replace such glass w/ glass of the same kind and quality, and repair or replace the frames for such glass if necessary or desirable in LL's reasonable judgment, and if TT fails to do so promptly after notice from LL, LL may perform such work on TT's behalf, and TT shall pay all commercially reasonable out-of-pocket costs and expenses incurred by LL in so doing.

Additional Detail:

N/A

Other Miscellaneous: Casualty**Section:**

Retail Lease, sec. 11.3, 11.4, 11.5, 11.6

Detail:

If TT is deprived of reasonable access to the Premises, Fixed Rent, TT's Tax Payment, TT's Operating Payment, TT's Insurance Payment and Trash Room Rent shall be abated proportionately. If LL elects to restore the Premises, Restoration Notice shall be delivered w/in 60 days of casualty. If restoration date is >12 months from the casualty date, then TT shall have the right to terminate the Lease by giving notice to LL not later than 30 days following delivery of the Restoration Notice to TT. If any damage during the final 18 month of the Term renders the Premises wholly untenable, either LL or TT may terminate the Lease by notice to the other party w/in 30 days after the occurrence of such damage the Lease shall expire on the 30th day after the date of such notice.

Additional Detail:

N/A

Other Miscellaneous: Condemnation**Section:**

Retail Lease, sec. 12

Detail:

Upon partial taking, TT's Fixed Rent and TT's PRS is adjusted. If > 20% of the total area of the Premises is taken and TT no longer has reasonable means of access to the Premises, TT may terminate the Lease by notice to LL given w/in 30 days following the date of such taking. Upon any Taking, LL shall receive the entire award for any such Taking, and TT shall have no claim against LL or the condemning authority for the value of any unexpired portion of the Term or TT's Alterations. TT from making a separate claim against the condemning authority in a separate proceeding for the then value of any TT's Property included in such Taking and for any moving expenses, provided any such award is in addition to, and does not result in a reduction of, the award made to LL. Upon temporary taking, TT shall be entitled to receive any award or payment from the condemning authority for such use, which shall be received, held and applied by TT as a trust fund for payment of the Rent falling due.

Additional Detail:

N/A

Other Miscellaneous: Crowd Control**Section:**

Retail Lease, sec. 29.2(l)

Detail:

TT further covenants and agrees that, except as expressly and specifically, it will, at its sole cost and expense Operate the Premises in a manner consistent w/ its location in a first class mixed-use residential bldg including the exercise of methods of crowd control, security and the prevention of TT's prospective customers congregating in areas adjacent to the Premises. TT shall take all reasonable actions to prevent TT's prospective customers from entering, using, congregating in or causing a disturbance in the lobby area of the Bldg or in and around the sidewalk area outside of the Bldg, and TT shall cause all patrons of TT to enter and leave the Premises through the separate exterior door exclusively serving the Premises.

Additional Detail:

N/A

Other Miscellaneous: Exterior**Section:**

Retail Lease, sec. 29.2(f)

Detail:

TT further covenants and agrees that, except as expressly and specifically, it will, at its sole cost and expense, Not install or place any lettering, sign, advertisement or notice on the windows or doors or on the exterior of the Premises which is not (i) approved in writing by LL prior to installation, which approval will not be unreasonably withheld, and (ii) in conformity w/ LL's standard sign and store front program for the Bldg, as such program may be modified by LL from time to time by notice to TT. Notwithstanding the foregoing, TT shall be permitted, w/ LL's prior consent (not to be unreasonably withheld), to use a portion of the windows of the Premises to display real estate listings, changes in schedule, notices of events, and other similar displays. TT shall remove from the Premises any such items installed w/out LL's approval, and if TT fails to do so promptly after notice from LL, LL may perform such work on TT's behalf, and TT shall pay, as Add'l Rent, all costs and expenses incurred by LL in so doing. On or before the expiration or earlier termination of the Lease, TT shall remove all lettering, signs, advertisements and notices from the Premises.

Additional Detail:

N/A

Other Miscellaneous: Exterminator**Section:**

Retail Lease, sec. 29.3(f)

Detail:

TT further covenants and agrees that, except as expressly and specifically, it Will, at its sole cost and expense, Contract w/ an exterminator (which exterminator must first be approved by LL) to exterminate rodents, insects and other vermin on a regular basis as part of a program to keep the Premises free of rodents, insects and other vermin.

Additional Detail:

N/A

Other Miscellaneous: Failure of Tenant to Perform Obligations**Section:**

Retail Lease, sec. 10.10

Detail:

If TT fails to perform any of its obligations (including the obligation to pay charges and amounts to a

service provider when due and the obligations of maintenance and repair) pursuant to this Article 10, and such failure remains uncured for more than 30 days after notice thereof by LL to TT, then LL may elect to perform such obligations (including the payment of any amounts due to a provider of services, or to perform maintenance or repairs), and in such event, TT shall reimburse LL, as Add'l Rent, for all costs and expenses incurred by LL in connection therewith, together w/ an Admin fee of 15% of such costs and expenses.

Additional Detail:

N/A

Other Miscellaneous: Floor Load/TT's Equipment

Section: Retail Lease, sec. 5.7, 5.9
Detail: Not > 100 lbs./sq.ft "live load".
Additional Detail: N/A

Other Miscellaneous: Glass

Section: Retail Lease, sec. 29.2(c)
Detail: TT further covenants and agrees that, except as expressly and specifically, it will, at its sole cost and expense, Keep all glass in the Premises and in the perimeter walls thereof, the frames for such glass, and any lettering and ornamentation on such glass insured against damage (including temporary repairs) for the benefit of LL for the full replacement value thereof. Such insurance shall be effected by TT furnishing LL w/ a separate policy or policies for such glass insurance, in such form and placed w/ such insurance companies as may be approved by LL in its reasonable discretion. Such insurance shall be effected, at the option of LL, either by TT paying to LL a PRS of the premium incurred by LL for a blanket comprehensive glass policy for the Bldg, or by TT furnishing LL w/ a separate policy or policies for such glass insurance, in such form and placed w/ such underwriters as may be approved by LL. In the event LL elects to obtain such insurance, then upon TT's payment of its PRS of LL's blanket premium, LL will furnish TT w/ a certificate of such insurance.
Additional Detail: N/A

Other Miscellaneous: Going-out-of-business

Section: Retail Lease, sec. 29.2(j)
Detail: TT further covenants and agrees that, except as expressly and specifically, it will, at its sole cost and expense Not conduct any "pop-up", clearance, "going-out-of-business", auction, distress, fire or bankruptcy or similar operations or sales in the Premises. The foregoing shall not prevent TT from conducting "pop-up" events which are customary w/ restaurant industry practice involving guest chefs or food presentations open to the public and/or residents of the Bldg.
Additional Detail: N/A

Other Miscellaneous: Landlord's Liability

Section: 1st Amendment, sec. 11(vii)
Detail: Limited to the interests of LL in the Bldg.
Additional Detail: N/A

Other Miscellaneous: Lighting Equipment

Section: Retail Lease, sec. 29.2(o)
Detail: TT further covenants and agrees that, except as expressly and specifically, it will, at its sole cost and expense Not install or use any lighting equipment in or about the Premises which is visible from or casts light toward the exterior of the Premises w/out the prior written consent of LL; provided, however, LL will not unreasonably withhold its consent w/ respect to lighting in the Outdoor Area.
Additional Detail: N/A

Other Miscellaneous: Manual and automatic

Section: Retail Lease, sec. 29.3(b)
Detail: TT further covenants and agrees that, except as expressly and specifically, it Will, at its sole cost and expense, Install and maintain automatic, non-toxic, dry chemical fire extinguishing devices approved by the Fire Insurance Rating Organization having jurisdiction over the Premises, and if gas is used in the Premises for cooking or other purposes, suitable gas cut-off devices (manual and automatic).
Additional Detail: N/A

Other Miscellaneous: Merchandise

Section: Retail Lease, sec. 29.2(k)
Detail: TT further covenants and agrees that, except as expressly and specifically, it will, at its sole cost and expense Not (i) place or maintain any merchandise or other articles in the lobby or in any other area outside of the Premises, or on the sidewalks, corridors or other common areas of the Bldg unless approved in advance in each instance by LL; nor (ii) receive or ship articles of any kind outside the designated loading areas for the Premises; nor (iii) permit the parking of vehicles by TT, or by employees, contractors, consultants or customers of TT, so as to interfere w/ the use of any driveway, corridor, footwalk, parking area or other common area of the Bldg.
Additional Detail: N/A

Other Miscellaneous: Offensive Odors

Section: Retail Lease, sec. 29.3(a)

Detail:	TT further covenants and agrees that, except as expressly and specifically set forth in the Lease, it will, at its sole cost and expense, take all commercially reasonable precautions to prevent any offensive odors from emanating from the Premises, including the installation, as part of the Initial Installations, of mutually acceptable control devices, and the establishment of effective control procedures, to eliminate such odors.
Additional Detail:	N/A

Other Miscellaneous: Restrooms and Locker rooms Cleaning

Section: Detail:	Retail Lease, sec. 29.2(b) TT further covenants and agrees that, except as expressly and specifically set forth in the Lease, it will, at its sole cost and expense, keep the Premises clean; keep all restrooms and locker rooms clean and sanitary; not permit garbage or waste materials to accumulate or become a nuisance; seal all refuse in plastic bags of adequate strength and size; maintain all garbage dumpsters in a clean and sanitary condition; remove all rubbish and other debris from the Premises to such location as may be specified by LL from time to time and under conditions approved by LL.
Additional Detail:	N/A

Other Miscellaneous: Security Services

Section: Detail:	Retail Lease, sec. 10.9 TT may elect to install an access controlled security system in the Premises; provided, however, any such security system shall be compatible w/ the Bldg access control system and shall be subject to the prior approval of LL in all respects. TT may also elect to install theft protection security systems in the Premises, subject to the prior approval of LL in all respects. The work to install any such security system shall be considered to be an Alteration for all purposes under the Lease and shall be performed in accordance w/ all of the terms and conditions of the Lease, including Article 5. In no event shall LL have any liability or obligation to TT arising from any claims for loss, injury or damage to persons or property in connection therewith, excepting only to the extent caused by the negligence or willful misconduct of LL.
Additional Detail:	N/A

Other Miscellaneous: Security System

Section: Detail:	Retail Lease, sec. 29.2(h) TT further covenants and agrees that, except as expressly and specifically, it will, at its sole cost and expense provide and maintain in good working order during the Term a security system adequate to provide reasonable protection to the Premises, including a 24-hour direct response smoke, fire and burglary alarm system. If TT employs security guards at the Premises, under no circumstances shall such security guards carry firearms of any kind. TT understands that LL will not provide TT w/ any security guards or alarm or security systems of any kind or nature, and will have no liability or obligation to TT arising from any claims for loss, injury or damage to persons or property in connection therewith.
Additional Detail:	N/A

Other Miscellaneous: Service Interruptions

Section: Detail:	Retail Lease, sec. 10.11, 10.12 If TT is unable despite its good faith commercially diligent efforts to use the Premises for the ordinary conduct of TT's business due solely to an interruption of an Essential Service which LL is required to provide hereunder, and such condition continues for a period of longer than 3 consecutive days after TT furnishes a notice to LL (the "Abatement Notice") identifying the condition and Essential Service which has been interrupted and stating that TT's inability to use the Premises is solely due to such condition, provided that (i) TT does not actually use or occupy the Premises during such 3 consecutive day period, and (ii) such condition has not resulted from the negligence or misconduct of TT or any TT Party, then (A) Rent shall be abated on a / diem basis for the period commencing on the Abatement CD (= the later to occur of (x) the date on which the interruption of the Essential Service commences and TT ceases using or occupying the Premises, or (y) the date which is 3 days prior to the date prior to the date on which TT delivers the Abatement Notice to LL) and ending on the earlier of (x) the date TT reoccupies the Premises, or (y) the date on which such condition is substantially remedied; and (B) if such condition has not been substantially remedied and TT has not reoccupied the Premises by the date which is 15 days after the date TT delivers the Abatement Notice, then the Rent shall be abated on a / diem basis at the rate which is 200% of the daily / diem Rent then payable under the Lease for the period of time commencing on the 16th day after the Abatement CD and ending on the earlier of (x) the date TT reoccupies the Premises, or (y) the date on which such condition is substantially remedied. "Essential Service" shall mean the following services, but only to the extent that TT is entitled to receive such services pursuant to the terms of the Lease and if not provided the absence of such service shall materially and adversely affect the use of the Premises for the ordinary conduct of TT's business: electrical, natural gas, water and sewer service, condenser water and base bldg life-safety service. The foregoing rent abatement shall be the sole and exclusive remedy of TT on account of such interruption or lack of service and LL shall have no further liabilities or obligations to TT on account thereof.
Additional Detail:	N/A

Other Miscellaneous: Sound

Section: Detail:	Retail Lease, sec. 29.2(n) TT further covenants and agrees that, except as expressly and specifically, it will, at its sole cost and expense Not use, play or operate or permit to be used, played or operated any loudspeaker, sound making or sound reproducing device in the Premises and/or the Outdoor Area, in a loud, offensive, or
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disruptive manner, and observe, comply w/ and adopt such means and precautions as LL may from time to time request in connection therewith. LL recognizes that the playing of music is a part of TT's conducting business in the Premises and/or the Outdoor Area and TT recognizes that the emission of loud, offensive or disruptive noise outside of the Premises and/or the Outdoor Area is a matter of substantial importance to LL. LL receives a reasonable request from another occupant of the Bldg concerning loud music or noise originating from the Premises and/or the Outdoor Area, TT, upon notice from LL, shall immediately modify or eliminate the source of such offensive or loud noise or music. W/out limitation, TT shall not play music in the Outdoor Area prior to 9:00 a.m. or later than 11:00 p.m.; provided, however, any music in the Outdoor Area after 8:00 p.m. shall be limited to ambient background music.

Additional Detail:

N/A

Other Miscellaneous: Stacks and Flues**Section:**

Retail Lease, sec. 29.3(d)

Detail:

TT further covenants and agrees that, except as expressly and specifically, it Will, at its sole cost and expense, Periodically clean all stacks, flues and exhausts to the extent servicing the Premises, whether or not located in the Premises in accordance w/ schedules and standards approved from time to time by LL in its reasonable discretion. LL shall provide TT w/ reasonable access to such portions of the Bldg as may be necessary for TT to comply w/ this obligation and shall cooperate w/ TT to obtain the consent of the Condominium Association or the Residential Unit Owner, as applicable, to access such portions of the Bldg as may be necessary for TT to comply w/ this obligation. LL and TT acknowledge and agree that LL and/or the Condominium Association shall be responsible for cleaning and maintaining such stacks, flues and exhausts, or the portions thereof, that do not exclusively serve the Premises.

Additional Detail:

N/A

Other Miscellaneous: Staff and Employees**Section:**

Retail Lease, sec. 29.2(m)

Detail:

TT further covenants and agrees that, except as expressly and specifically, it will, at its sole cost and expense Cause all of its staff and employees to enter and exit the Premises at all times through the separate exterior door exclusively serving the Premises, or through the trash room doors, and keep such staff and employees from loitering in the lobbies and other areas of the Bldg.

Additional Detail:

N/A

Other Miscellaneous: Trade Name**Section:**

Retail Lease, sec. 3.3

Detail:

TT shall conduct its operations in the Premises under the trade name "The Nautilus".

Additional Detail:

N/A

Other Miscellaneous: Utility waste lines and Plumbing**Section:**

Retail Lease, sec. 29.3(c)

Detail:

TT further covenants and agrees that, except as expressly and specifically, it Will, at its sole cost and expense, not use the utility waste lines and plumbing for any purpose other than for which they were constructed. TT shall clear any blockage in the sewer line or lines servicing the Premises resulting from TT's operations, whether or not in violation of any provision hereof.

Additional Detail:

N/A

Other Miscellaneous: Windows and Doors Cleaning**Section:**

Retail Lease, sec. 29.2(a)

Detail:

TT further covenants and agrees that, except as expressly and specifically set forth in the Lease, it will, at its sole cost and expense, Clean the windows and doors (including, in each case, the frames thereof) in the Premises and in the perimeter walls thereof whenever necessary, consistent w/ the standards. TT will not require, permit, suffer or allow any such window or door to be cleaned in violation of any applicable Requirements.

Additional Detail:

N/A

Parking ~ Non-reserved: Parking**Section:**

Retail Lease, sec. 3.6

Detail:

LL will continue to facilitate discussions between TT and the operator of the Garage w/ respect to the efforts of TT to obtain a parking validation and/or parking valet system for TT's customers for use of parking spaces in the Garage; provided, however, LL and TT acknowledge and agree that providing such a parking validation and/or parking valet system for TT's customers shall not be deemed to be an obligation of LL under the Lease, and in no event shall LL be obligated to incur any costs, expenses, liabilities or obligations in connection therewith.

Additional Detail:

Location: Garage
No. of Parking Bays: 0
Rate Type: -1
Rate Description:

Services: Services**Section:**

Retail Lease, sec. None

Detail:

N/A

Additional Detail:

Please note if the lease requires the landlord to provide any of the following services and

terms:

- **Cafeteria, Café or Food Services:** No
- **Business Center, Conference Center, Conference Room, Lounge, Copy Center:** No
- **Health Club, Fitness Center, Day Care:** No
- **Other, e.g. Shuttle Bus, Move in Services, Tenant Appreciation Events:** No

Signage: Signs**Section:****Detail:**

Retail Lease, sec. 3.4

TT shall not place either (i) on the exterior of the Premises (including windows, doors, and entrance lobbies), or (ii) in the interior of the Premises in areas which are visible from the exterior of the Premises, any signs other than such signs (including the size, design, number and location of such signs and any replacements thereof) which are consistent w/ the Bldg's then-current signage guidelines and shall have been approved in advance by LL. TT may elect to install and maintain exterior signage on the exterior of the Bldg, subject in all respects to the approval of LL, the Condominium Association, the City of Boston, and all other applicable governmental authorities, and to compliance of all such signage w/ applicable Requirements. TT shall reimburse LL, as Add'l rent, for all commercially reasonable out-of-pocket costs and expenses incurred by LL in connection w/ the permitting, approval, design, installation, maintenance and removal of all such signs of TT. In no event shall TT place any neon signs that are visible from the exterior of the Premises.

Additional Detail:

N/A

Sublease / Assignment ~ Sublease & Assignment: Sublease / Assignment**Section:**

Retail Lease, sec. 13

Detail:**Additional Detail:****--Sublease Details--****LL Consent Required:** Yes**LL Recapture Rights:** Yes**If LL Exercises Recapture Rights, can Tenant Rescind?** Silent**--Profit Share Details--****LL Share of Sublease Profits?** Yes**Profit Share Percentage:** 50.00%**Notes:**

Code	Date Created	Detail
Assigment/Sublet	08/30/2019	There shall be not more than 1 subtenant in the Premises.
Assign/Sublet Fee	08/30/2019	TT shall, upon demand, reimburse LL for all reasonable out-of-pocket expenses incurred by LL in connection w/ each proposed assignment or sublease and all legal fees and costs incurred by LL in connection therewith; provided, however, w/ respect to each proposed assignment or sublease TT shall not be obligated to reimburse LL for more than \$5,000.00 on account of such costs and expenses.
Profits	08/30/2019	In consideration of such subletting, TT shall pay to LL 50% of any consideration payable under the sublease to TT by the Transferee which exceeds on a PSF basis the Fixed Rent and Add'l Rent accruing during the term of the sublease in respect of the sublet space (together w/ any sums paid for the sale or rental of TT's Property, less the then fair market or rental value thereof), after first deducting the monthly amortized amount of Transaction Costs. The sums payable under this clause shall be paid by TT to LL monthly as and when paid by the subtenant to TT.
Related Entities	08/30/2019	The provisions of Article 13 shall not apply to (i) the transfer of Ownership Interests in TT if and so long as TT is publicly traded on a nationally recognized stock exchange, or (ii) the transfer of Ownership Interests among the members of TT existing as of the date when TT first opens its restaurant in the Premises for business to the public. The prior consent of LL shall not be required w/ respect to, and the provisions of Sections 13.3 and 13.5 shall not apply to, an assignment of the Lease and the Liquor License or a sublease of the Premises, in either case to a business entity which is not an Affiliate of TT and into or w/ which TT is merged or consolidated, or to which all or substantially all of TT's assets are transferred,

Subordination / Non-Disturbance: Subordination / Non-Disturbance**Section:**

Retail Lease, sec. 3, 9

Detail:**Additional Detail:****--Existing Subordination--****Mortgage/Deeds of Trust:** Lease Subject to**Ground Lease:** Lease Subject to**--Future Subordination--****Mortgage/Deeds of Trust:** Lease Subject to**Ground Lease:** Lease Subject to

--Non-Disturbance Required From--

Existing Mortgages: No
Existing Ground Leases: No
Future Mortgages: No
Future Ground Leases: No

Notes:

Code	Date Created	Detail
SNDA	08/30/2019	Self-operative; TT shall from time to time and w/in 10 Business Days of request from LL, execute and deliver any documents or instruments that may be reasonably required by any Mortgagee or Lessor to confirm any subordination.
SNDA Notes	08/30/2019	Lease is unconditionally subordinate to any future mortgage by its terms. SNDA Form Attached: No, SNDA for Future Mortgages: Silent, Penalties: None
Subordination	09/03/2019	The Lease is subject and subordinate to the Condominium Documents, as the same may be amended from time to time.

Tenant Allowance ~ Tenant Improvement: Tenant Allowance**Section:**

Retail Lease, sec. 1, 4.2

Detail:

LL shall pay to TT an amount not to exceed \$2,896,200.00 ("LL's Contribution") toward the cost of the Initial Installations, provided that as of the date on which LL is required to make payment: (i) the Lease is in full force and effect, (ii) no Event of Default then exists, and (iii) the Liquor License Approval (as defined) shall have occurred; provided, however, prior to the occurrence of the Liquor License Approval, up to but not more than 10% of the LL's Contribution (i.e., up to \$289,620.00) may be disbursed (solely for payment of hard construction costs and labor directly related to the Initial Installations and materials delivered to the Premises in connection w/ the Initial Installations) as long as foregoing clauses (i) and (ii) are satisfied; provided, further, if despite the good faith commercially reasonable efforts of both LL and TT the Liquor License Approval does not occur by 12/01/2019, then up to but not more than an Add'l 10% of the LL's Contribution (i.e., up to an Add'l \$289,620.00) may be disbursed (solely for payment of hard construction costs and labor directly related to the Initial Installations and materials delivered to the Premises in connection w/ the Initial Installations) as long as foregoing clauses (i) and (ii) are satisfied. TT shall pay all costs of the Initial Installations in excess of LL's Contribution. LL's Contribution shall be payable solely on account of hard construction costs and labor directly related to the Initial Installations and materials delivered to the Premises in connection w/ the Initial Installations; provided, however, (x) up to but not more than 10% of the LL's Contribution (i.e., up to \$289,620.00) may be applied against architectural, engineering design and project management fees incurred by TT in connection w/ the Initial Installations; and (y) up to but not more than 10% of the LL's Contribution (I.e., up to \$289,620.00) may be applied against the purchase of furniture, fixtures and equipment in connection w/ the Initial Installations. Upon the occurrence of the date which is 120 days after TT opens for business to the public in the Premises, any amount of LL's Contribution for which TT has not previously submitted a requisition shall be retained by LL and TT shall have no further right or claim thereto. LL shall not be obligated to disburse the final 5% of the LL's Contribution (i.e., \$144,810.00) unless and until TT submits to LL the requisition therefor accompanied by all documentation required under the provisions of Section 4.2(b). If TT submits a valid and proper requisition for payment of the LL's Contribution, and all of the conditions thereto as set forth above have been timely, fully and completely satisfied in full, and LL shall fail timely to pay the amount requested and such failure shall continue for 30 days after TT provides a written notice to LL which expressly and specifically identifies such failure to pay the amount requested and specifically, then as liquidated damages and the sole and exclusive remedy of TT on account hereof, TT shall have the right to set-off such unpaid amount against the next monthly installments of Fixed Rent payable under the Lease. Refer 4.2 of Lease for complete details.

Additional Detail:**Amount:** \$2,896,200.00**Amount Type:** Total**LL Fees:** No**Per Square Area:** 600.00**Use, Restrictions, and Exclusivity ~ Exclusivity: Exclusivity****Section:**

Retail Lease, sec. 33

Detail:

LL agrees that (i) during the period of time prior to the 2nd anniversary of the RCD, LL will not enter into a lease for premises w/in the Retail Unit for use of the subject premises by the respective tenant (a) as a sushi counter, raw bar, oyster bar, ceviche bar, or similar concept, or (b) principally and primarily as a full service or take-out food restaurant deriving greater than 20% of its gross sales from "Asian Cuisine"; and (ii) from and after the 2nd anniversary of the RCD, LL will not enter into a lease for premises w/in the Retail Unit for use of the subject premises by the respective tenant principally and primarily as a full service or take-out food restaurant deriving greater than 40% of its gross sales from Asian Cuisine ("Exclusive Use."). If at any time after the 2nd anniversary of the RCD, LL in its sole discretion elects to enter into a lease for other premises w/in the Retail Unit for use of the subject premises by the respective tenant as a sushi counter, raw bar, oyster bar, ceviche bar, or similar concept, and provided that the conditions precedent are then satisfied, then prior to offering to lease such space to any third parties for said use, LL shall deliver notice thereof to TT (the "Exclusive Offer Notice"). TT shall have the one-time option (the "Exclusive Leasing Option"), exercisable by TT delivering written notice (the "Acceptance Notice") to LL w/in 30 days after delivery by LL of the Exclusive Offer Notice, to lease all of the subject space in question upon all of the terms and conditions set forth in the Exclusive Offer Notice, including the Fixed Rent and Add'l Rent for the space in question designated by LL in the Exclusive Offer Notice. If

LL shall violate the Exclusive Use right set forth in Article 33 and such violation continues for more than 30 days after notice from TT to LL thereof, then the Fixed Rent otherwise due and payable hereunder shall be abated by 50% on a day-for-day basis until the date on which said violation shall cease. TT was entitled to exercise its Exclusive Leasing Option but failed to deliver an Acceptance Notice w/in the 30 day period, and (ii) w/in 6 months after the date on which LL delivers the Exclusive Offer Notice to TT, LL proposes to lease the respective space. Refer sec 33 of Lease for complete details

N/A

Additional Detail:
Schedules:

Floor: GR Subject To: The Exclusive Use shall not apply to (i) any current (i.e., as of the Effective Date) tenants and occupants of the Retail Unit (or any part thereof), or their successors, sublessees or assigns, (ii) any assignees, sublessees, or other transferees of current tenants of the Retail Unit (or any part thereof), or their respective successors, sublessees or assigns, (iii) any tenant that is in any way, either directly or indirectly, an Affiliate, subsidiary or parent of TT, (iv) any tenant that is in any way, either directly or indirectly, an Affiliate, subsidiary or parent of LL, or (v) any property other than the Retail Unit.	Unit: GR-0101 Detail: LL agrees that (i) during the period of time prior to the 2nd anniversary of the RCD, LL will not enter into a lease for premises w/in the Retail Unit for use of the subject premises by the respective tenant (a) as a sushi counter, raw bar, oyster bar, ceviche bar, or similar concept, or (b) principally and primarily as a full service or take-out food restaurant deriving greater than 20% of its gross sales from "Asian Cuisine"; and (ii) from and after the 2nd anniversary of the RCD, LL will not enter into a lease for premises w/in the Retail Unit for use of the subject premises by the respective tenant principally and primarily as a full service or take-out food restaurant deriving greater than 40% of its gross sales from Asian Cuisine ("Exclusive Use").
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Use, Restrictions, and Exclusivity ~ Use: Use

Section: Retail Lease, sec. 1, 3.2 Detail: The operation of a first-class full-service restaurant and bar serving globally-inspired, seafood-centric small plates, comparable to and similar in quality to the existing Nautilus restaurant of TT in Nantucket, Massachusetts, including a full-service bar serving all types of alcoholic drinks, offering a full menu for dining-in or takeout, fast casual lunch, and, if TT elects, brunch service, delivery and catering, and for no other purpose or purposes. In no event shall the Premises be used for any Prohibited Use.
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Additional Detail:

N/A

Utilities and Other Charges ~ Utility: Utility - Cleaning; Refuse & Rubbish Removal

Section: Retail Lease, sec. 10.6 Detail: TT, at TT's sole cost and expense, shall cause the Premises to be cleaned, in a manner satisfactory to LL and cause TT's garbage and other refuse to be removed from the Premises. TT shall pay to LL, as Add'l Rent, (i) rent ("Trash Room Rent") for use of the trash room, in equal monthly installments on the first day of each month during the Term, and (ii) 41% of all costs and expenses of cleaning the trash room and of removing and disposing of all such trash, compost, garbage, and recycling, w/in 30 days after delivery of LL's invoices therefor. The Trash Room Rent payable by TT for the first Lease Year will be payable at the rate of \$3,720.00 / annum, and the Trash Room Rent payable for each subsequent Lease Year will not exceed 102% of the Trash Room Rent payable for the immediately preceding Lease Year. TT will clean the windows of the Premises on a monthly basis and will provide LL w/ reasonably satisfactory evidence thereof, including copies of invoices for such window cleaning services. If TT fails to perform the foregoing obligations, then LL may elect, to cause a contractor or contractors employed by LL to perform the same at TT's sole cost and expense, such payment to be Add'l Rent payable by TT w/in 30 days after delivery of a bill therefor by LL. In addition, TT shall have access to and use of the trash compacter located in the Common Areas of the Bldg. Refer Sec 10.6 of Lease for complete details.
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Additional Detail:

N/A

Utilities and Other Charges ~ Utility: Utility - Electricity/Excess Electricity

Section: Retail Lease, sec. 10.1, 10.2 Detail: The Premises is provided w/ access to an aggregate of 60 watts PSF (480 volt) electrical service for HVAC, lighting, plugs and equipment. In connection w/ the performance of the Initial Installations, TT shall arrange for the distribution of electrical service from the common electrical closets to the Premises and shall contract for electricity service directly w/ the electricity provider which furnishes service to the Bldg. TT shall pay all charges and fees payable to the electricity provider, on a timely basis, and in all events prior to the due date thereof. TT shall maintain the meters for such electricity in good working order, condition and repair. If TT fails to maintain such meters or to pay such fees and charges on a timely basis, then LL may repair or replace such meters and/or pay such fees and charges directly to the electricity provider, in which event TT shall reimburse LL, as Add'l Rent ("Electricity Add'l Rent"), for all commercially reasonable out-of-pocket costs and expenses incurred by LL in connection therewith w/in 30 days after receipt of a bill therefor. TT, at TT's expense, shall purchase and install all lamps (including, incandescent and fluorescent lamps), starters and ballasts used in the Premises. If TT needs excess electricity, LL shall install electrical equipment at TT's sole cost and expense. Refer Sec 10.1 & 10.2 for complete details.

Additional Detail:

N/A

Utilities and Other Charges ~ Utility: Utility - Grease Traps

Section: Retail Lease, sec. 10.5 Detail: TT will install a grease trap/interceptor system and condenser system (collectively, a "Grease Trap/Interceptor System"). Said Grease Trap/Interceptor System shall be considered to be an Alteration,
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and the installation thereof shall be performed in accordance w/ the provisions of Article 5. After the installation thereof by TT, TT will maintain, repair and clean the Grease Trap/Interceptor System, and TT shall comply w/ all rules and regulations established from time-to-time by LL for the use and operation of the Grease Trap/Interceptor System. If TT fails to perform the foregoing obligations w/ respect to maintaining, repairing and cleaning the Grease Trap/Interceptor System, then LL may elect, to cause a contractor or contractors employed by LL to perform the same at TT's sole cost and expense, such payment to be Add'l Rent payable by TT w/in 30 days after delivery of a bill therefor by LL.

Additional Detail:

N/A

Utilities and Other Charges ~ Utility: Utility - HVAC**Section:**

Retail Lease, sec. 10.4

Detail:

All HVAC work performed by TT in connection w/ the Initial Installations shall be considered to be an Alteration for all purposes under the Lease and TT shall comply w/ all terms and conditions of the Lease in connection therewith, including Article 5. LL Will, upon request of TT and subject to availability, provide condenser water for such HVAC equipment. TT shall pay to LL the then-applicable condenser water charge or chilled water charge (as applicable) and the then-applicable tap-in fee, as such fees and charges may be adjusted from time to time.

Additional Detail:

N/A

Utilities and Other Charges ~ Utility: Utility - Loading and Deliveries**Section:**

Retail Lease, sec. 10.3

Detail:

All deliveries to the Premises shall be delivered using the Bldg loading dock, at such times as are approved by LL and in accordance w/ the rules and regulations of general applicability to tenants of the Retail Unit adopted by LL w/ respect thereto.

Additional Detail:

N/A

Utilities and Other Charges ~ Utility: Utility - Natural Gas**Section:**

Retail Lease, sec. 10.8

Detail:

LL has installed a separate meter in the Premises to measure TT's consumption of natural gas. TT shall contract directly w/ the public utility company furnishing natural gas to the Bldg. TT shall pay all amounts payable to the utility company, on a timely basis, and in all events prior to the due date thereof. TT shall maintain the meter in good working order and repair. If TT fails to maintain such meter or to pay such charges on a timely basis, then LL may repair or replace such meter and/or pay such charges directly to the utility company and TT shall reimburse LL as Add'l Rent for all amounts expended by LL in connection therewith w/in 30 days after receipt of a bill therefor.

Additional Detail:

N/A

Utilities and Other Charges ~ Utility: Utility - Services**Section:**

Retail Lease, sec. 10.13

Detail:

Except as otherwise expressly provided in Article 10, LL shall not be required to furnish any other services to the Premises. The obligations of LL which are set forth in Article 10 shall be Subject to Unavoidable Delays and to the terms and conditions of the Lease, including Articles 11 and 12.

Additional Detail:

N/A

Utilities and Other Charges ~ Utility: Utility - Water**Section:**

Retail Lease, sec. 10.7

Detail:

In connection with the performance of the Initial Installations, TT will perform all plumbing work required to be performed in and to the Premises. In connection w/ the performance of the Base Bldg Work, LL will install a separate meter in the Premises to measure TT's consumption of water. TT shall reimburse LL, as Add'l Rent, for all water consumed in the Premises based on the amounts shown on said meter w/in 30 days after receipt of bills therefor. TT shall pay the cost of heating water and of redistributing water w/in the Premises and/or Add'l water capacity, and for all maintenance, repairs and replacements of all installations, improvements, and equipment relating thereto.

Additional Detail:

N/A

Retail Clauses***Business Hours: Business Hours*****Section:**

Retail Lease, sec. 1, 29.2(e)

Detail:

On Mondays through Saturdays, from 12:00 p.m. to 3:00 p.m. and 5:00 p.m. to 10:00 p.m., and on Sundays from 12:00 p.m. to 5:00 p.m. TT shall keep the entire Premises (excepting only the Outdoor Area) continuously open for business during the Minimum Hrs of Operation, except (x) to the extent that TT is prevented from keeping the Premises open for business as a result of Unavoidable Delays, despite its good faith diligent efforts, or (y) as otherwise expressly and specifically; provided, however, (i) financial inability shall never be deemed to be an Unavoidable Delay or event beyond the control of the TT, and (ii) TT shall promptly advise LL of any such event and the resulting delay, and shall open for business as soon as the cause for such delay has subsided or can be eliminated through the exercise by TT of good faith diligent efforts. Notwithstanding the foregoing, TT shall not be obligated to open to the public for business in the Premises (i) on Observed Holidays, (ii) when engaged by LL, the Condominium Association, or residents of the Residential Unit to conduct private parties w/in the Premises, provided that TT provides LL w/ not less than 5 days' prior written notice of such closing for private parties, (iii) for no more than 17 non-consecutive days / CY to conduct any other private parties w/in the Premises, provided that TT provides LL w/ not less than 5 days' prior written notice of such closing for private

parties, or (iv) after the 3rd anniversary of the date when TT first opens for business to the public in the Premises, for no more than 14 days during any 3 year period in order to repaint, refurbish and/or renovate the Premises, provided that TT provides LL w/ not less than 5 days' prior written notice of such closing to repaint, refurbish and/or renovate the Premises.

Additional Detail:

N/A

Go Dark / Co-Tenancy ~ Go Dark: Go Dark**Section:**

Retail Lease, sec. 32.1

Detail:

TT shall have initially opened for business in the Premises as provided in the Lease and shall have continuously operated its business therein, and (ii) no Event of Default by TT has occurred hereunder which remains uncured after the expiration of the applicable period of grace, if any, then at any time after the 3rd anniversary of the RCD for up to but not more than 180 consecutive days, in one (1) instance during the Term of the Lease, TT may elect the following: (i) TT may temporarily reduce the Hrs of operation of its business in the Premises to less than the Minimum Hrs of Operation (the "Temporary Reduction in Hrs of Operation Period"), for a period of up to but not more than 60 consecutive days; (ii) immediately following the expiration of the Temporary Reduction in Hrs of Operation Period, TT may both temporarily reduce the footprint of its business operations and operate its business in less than all of the rentable area of the Premises and temporarily reduce the Hrs of operation of its business in the Premises to less than the Minimum Hrs of Operation (the "Temporary Reduction in Area of Operation Period"), for a period of up to but not more than 30 consecutive days; and (iii) immediately following the expiration of the Temporary Reduction in Area of Operation Period, for a period of up to but not more than 90 consecutive days, TT may temporarily discontinue operating its business in the Premises (the "Temporary Go Dark Period"). TT shall provide to LL not less than thirty (30) days prior notice before commencing said temporary reduction in the Hrs of operation of its business in the Premises. Refer Sec 32.1 of Lease for complete details.

Additional Detail:

N/A

Percentage Rent: Percentage Rent**Section:**

Retail Lease, sec. 2.5

Detail:**Additional Detail:****Effective Date:** 08/21/2019**Lease Year Ends:** December**Reporting Period:** Monthly**Due Date (in days):** 10**Payment Period:** Monthly**Due Date (in days):** 10**Group Name:** Group A**Breakpoint Type:** Unnatural**Breakpoint Percentage:** 0.00%**Annual True-up Required By:** LL**Certified Statements Required:** Yes**Notes:**

Code	Date Created	Detail
LL Audit Rights	08/30/2019	TT shall, w/out notice or demand from LL, w/in 60 days after the end of each Lease Year, cause a statement of the Gross Sales made at, in, on and from the Premises for such Lease Year to be certified by an executive officer of TT and delivered to LL, accompanied by a check from TT for the balance of Percentage Rent, if any, payable w/ respect to such Lease Year. LL shall have the right, at the cost and expense of LL, upon 10 days' prior notice and at any time w/in 24 months after receipt of the annual statement of Gross Sales required to be furnished to audit all of the books of account, documents, records, returns, papers, tax returns, original sales records (including cash register tapes, sales slips, bank statements and deposit slips, credit-card records, mail orders, telephone orders, computer records and such other sales records, if any, that would normally be examined by an independent accountant pursuant to generally accepted auditing standards in performing an audit of TT's Gross Sales) and files of TT relating to Gross Sales for any Lease Year (collectively, the "Sales Records"); and TT, on request of LL, shall make all such Sales Records available for such examination at the Project, or, at TT's option, at TT's home office, provided the same is located in the eastern United States. TT shall retain the Sales Records w/ respect to each Lease Year for not less than 12 months after the delivery of the annual statement of Gross Sales for the respective Lease Year or for such longer period as may be necessary to resolve all then outstanding audit issues and disputes. If the parties are unable to resolve any dispute as to the correctness of such Sales Records w/in 30 days following the review or audit performed by LL, then either party may refer the issues raised by such review or audit to an independent nationally recognized public accounting firm selected by LL and reasonably acceptable to TT, and the decision of such accountants shall be conclusively binding upon LL and TT. If LL shall have such an audit made for any Lease Year, and (i) (1) the actual Gross Sales for such Lease Year shall be found to be in excess of the First Base Gross Sales Figure, and (2) Gross Sales shown by TT's statement for such Lease Year

		shall be found to be understated by more than 3% or (ii) TT fails to maintain reasonably sufficient records of its Gross Sales to enable LL to perform such audit in accordance w/ generally accepted auditing standards, then TT shall pay to LL, w/in 30 days after written demand, the reasonable out-of-pocket costs and expenses incurred by LL for such audit. Refer Sec 2.5(c) &(d) of Retail Lease for complete details.
LL Audit/Gross SIs	08/30/2019	Gross Sales shall mean the \$ aggregate of (y) the sales prices of all food, food products, alcohol, goods, wares and merchandise sold and the charges for all services performed by TT at, in, on or from the Premises, whether made for cash, on credit, or otherwise, including such sales and services (i) made where the orders therefor originate at and are accepted by TT in the Premises but delivery or performance thereof is made from or at any place other than the Premises, (ii) made pursuant to computer, mail, telephone, video or other technology system now or hereafter existing, or however the same may be received or filled at or from the Premises, (iii) made by means of mechanical and other vending devices in the Premises (except for those used in the non-sales area of the Premises exclusively by TT's employees), (iv) made as a result of transactions originating upon the Premises, (v) sold pursuant to mail, telegraph, telephone, video, electronic computer or other technology-based systems in connection w/ orders made, received, filled or performed at or from the Premises, and (vi) that TT in the normal and customary course of its operations would credit or attribute to its business upon the Premises, or any part or parts thereof; (z) all moneys or other things of value received by TT from its operations at, in, on or from the Premises that are not expressly excluded from Gross Sales by the other provisions of this definition. "Gross Sales" shall include such Gross Sales made by any sublessee, concessionaire, TT or otherwise at, in, on or from the Premises. "Gross Sales" shall not include (i) the exchange of products or merchandise between or among stores and/or warehouses of TT where such exchanges are made solely for the convenient operation of TT's business and not for the purpose of consummating a sale that has theretofore been made at, in, on or from the Premises or for the purpose of depriving LL of the benefit of a sale that otherwise would have been made at, in, on or from the Premises, or (ii) returns to shippers or manufacturers, or (iii) sales of fixtures or equipment after use thereof in the conduct of TT's business in the Premises, or (iv) the sales prices of merchandise sold from the Premises to TT's employees of the Premises at discounts substantially below the non-discounted prices charged therefor to the shopping public, provided that in no event shall such corresponding non-discounted prices therefor exceed in the aggregate 1% of Gross Sales during any Lease Year, or (v) charges imposed by TT on customers of the Premises for delivery of merchandise sold from the Premises that are separately stated on TT's sales slips. Refer Sec 2.5(b) of Retail Lease for complete details.
Payment Due Date	08/30/2019	No Percentage Rent shall be payable for any Lease Year until Gross Sales during that Lease Year exceed the First Base Gross Sales Figure. Commencing w/ the month in which Gross Sales for such Lease Year exceed the First Base Gross Sales Figure, TT shall w/out notice or demand from LL, w/in 30 days after the end of each succeeding month in such Lease Year (accompanied by the monthly statement showing Gross Sales for such preceding month), pay to LL on account of Percentage Rent a sum equal to the applicable % multiplied by the amount by which Gross Sales during the portion of the Lease Year that expired as of the end of such immediately preceding month exceed the applicable Base Gross Sales Figure, less amounts theretofore paid hereunder for and w/ respect to that Lease Year on account of Percentage Rent.
Percentage Rent	08/30/2019	TT shall pay to LL, for each Lease Year during the Term, Percentage Rent calculated as follows ("Percentage Rent"): (x) if and to the extent that the Gross Sales (as defined) for such Lease Year exceed the First Base Gross Sales Figure (i.e. \$6M; w/ respect to each Extension Term, as set forth in Article 28), a sum equal to (a) the First Percentage (=10% for Gross Sales in any Lease Year between the First Base Gross Sales Figure and the Second Base Gross Sales Figure; w/ respect to each Extension Term, as set forth in Article 28) multiplied by (b) the amount of the Gross Sales for such Lease Year in excess of the First Base Gross Sales Figure up to and including the Second Base Gross Sales Figure, plus (y) if and to the extent that the Gross Sales for such Lease Year exceed the Second Base Gross Sales Figure (i.e. \$8M; w/ respect to each Extension Term, as set forth in Article 28), a sum equal to (c) the Second Percentage (=6% for Gross Sales in any Lease Year in excess of the Second Base Gross Sales Figure; w/ respect to each Extension Term, as set forth in Article 28) multiplied by (d) the amount of the Gross Sales

for such Lease Year in excess of the Second Base Gross Sales Figure. There shall be no Percentage Rent payable prior to the RCD or for the first Lease Year during the Term. For any Lease Year w/ respect to which the Fixed Rent paid by TT under the Lease is a sum which is less than the total amount of Fixed Rent specified in Article 1 as payable for such Lease Year, the First Base Gross Sales Figure and the Second Base Gross Sales Figure shall be reduced proportionately to the same extent as the amount of Fixed Rent actually paid by TT hereunder for and w/ respect to such Lease Year bears to the Fixed Rent stated as payable for such Lease Year; provided, however, if the Fixed Rent is abated or Section 10.12, then the First Base Gross Sales Figure and the Second Base Gross Sales Figure shall not be reduced to the extent that, as a result of such abatement, the amount of Fixed Rent actually paid by TT hereunder for and w/ respect to such Lease Year is less than the Fixed Rent stated as payable for such Lease Year in said Article 1. In addition, to the extent that any Lease Year constitutes less than a full 12 calendar month period, the First Base Gross Sales Figure and the Second Base Gross Sales Figure shall be reduced proportionately to the same extent as the number of days in such Lease Year bears to 365. In addition, in the event TT is not open for business during the Minimum Hrs of Operation, except as permitted pursuant to the provisions of Section 29.2(e), then, in addition to all other remedies available hereunder, the First Base Gross Sales Figure and the Second Base Gross Sales Figure shall be proportionately reduced.

Percentage Rent	08/30/2019	TT shall, w/out notice or demand from LL, deliver to LL, w/in 30 days after the end of each month during the Term, a complete, certified statement signed by an executive officer of TT or the store manager of the Premises, showing Gross Sales for the preceding month. TT shall utilize an electronic point-of-sale system that records continuous and cumulative totals of all Gross Sales. TT shall maintain accounting controls and books of account, in form adequate for auditing purposes, in accordance w/ generally accepted accounting principles to assure the proper recording of all Gross Sales and the exclusions and deductions therefrom provided in Section 2.5(b) hereof.
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Contacts

Affiliation: Tenant Notice - After CD

Company: Nautilus Boston LLC	First Name: Steve	Surname: Bowler	Address: 300 Pier Four Boulevard Ground Floor Boston , MA 02210	Phone:	Email Address:
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Affiliation: Tenant Notice - Until CD

Company: Steve Bowler	First Name:	Surname:	Address: 2 Catherine Lane Nantucket , MA 02554	Phone:	Email Address:
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Affiliation: Tenant Notice - w/ a copy to

Company: Locke Lord LLP	First Name: Matthew V.P.	Surname: McTygue, Esq.	Address: 111 Huntington Avenue 8th Floor Boston , MA 02199	Phone:	Email Address:
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Subleased Space Summary

None