

TOWN OF HINGHAM  
Board of Appeals



RECEIVED

JAN 06 2026

210 Central Street, Hingham, MA 02043-2758 • Telephone (781) 741-1494 • Fax (781) 740-0239  
• ZBA@hingham-ma.gov •

Town Clerk  
Hingham MA

**APPLICATION FOR ZONING HEARING**

**FORM 2**

Application date: 01/05/2026

The undersigned hereby petitions the Board of Appeals for the following:

- Appeal                       Variance                       Special Permit A1  
 Special Permit A2         Variance Modification       Special Permit Modification

Subject Property: 211A Lincoln Street, Hingham, MA      Zoning District: Business Recreation

Applicant's Name: Colleen Kennedy-Muzio      Address: 3 Sidehill Dr. Hingham, MA

Email: colleen@apetslifesouthshore.com      Phone: (603) 540-2064

Record title to the subject property stands in the name(s):

S. John Hajjar, Trustee Anchor Plaza Realty Trust

Address of owner of record: 134 East Howard Street Quincy, MA 02169

Title reference:

- (Unregistered land) Plymouth County Registry of Deeds, Book \_\_\_\_\_, Page \_\_\_\_\_  
 (Registered land) Land Court Certificate of Title No. 101847, Book 22,660, Page 46

The undersigned is:

- Owner of subject property                       Holder of written option to purchase property  
 Holder of valid lease to subject property

Written authorization from property owner must be submitted with application documents.

TOWN OF HINGHAM  
Board of Appeals



State briefly what is currently on the premises:

A doggie daycare.

Brief description of work:

Amendment of Special Permit A1 granted in 2018 for a dog daycare and training facility at 211A Lincoln Street, Hingham, to authorize overnight boarding of dogs, to amend conditions 1-3 of the 2018 decision regarding permitted activities and hours of operation.

Signed as a statement of fact under the pains and penalties of perjury,  
this 5th day of January, in the year 2026.

APPLICANTS' NAME: Colleen Kennedy-Muzio

SIGNATURE: \_\_\_\_\_  
(Applicant/Owner)

ADDRESS: 3 Sidehill Dr. Hingham, MA

PHONE: \_\_\_\_\_

CELL: (603) 540-2064

EMAIL: colleen@apetslifesouthshore.com

CHECK ALL THAT APPLY

PROPERTY OWNER

APPLICANT



TOWN OF HINGHAM  
Board of Appeals



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Hingham, MA

**SUPPORTING STATEMENT –  
REQUESTED FINDINGS**

**FORM 2C  
SPECIAL PERMIT A1**

Applicant Colleen Kennedy-Muzio, owner of A Pet's Life, South Shore, LLC seeks  
a Special Permit A1 under Section(s) 1V-A and 1V-B  
of the Zoning By-Law for property located at 211A Lincoln Street, Hingham, MA  
and asks the Board of Appeals to make the following findings of fact in accordance with the  
provisions of the law:

1. The proposed use will be in harmony with the general purpose and intent of the Zoning By-Law, for the following reasons:

Then amendment continues the previously approved dog daycare and training facility. The addition of limited overnight boarding will be conducted indoors, with quiet hours observed, consistent with the districts' intent to allow animal care uses by special permit, when safeguards are in place.

2. The proposed use complies with the purposes and standards of the relevant specific sections of the Zoning By-Law, for the following reasons:

Boarding is expressly permitted by Special Permit A1. The applicant's proposal includes conditions that ensure compliance with zoning standards, including limits on hours, noise, and odor controls, and proper waste management.

# TOWN OF HINGHAM

## Board of Appeals



3. The specific site is an appropriate location for such use, structure, or condition, compatible with the characteristics of the surrounding area, for the following reasons:

The Property has operated successfully as a dog daycare since 2018. It is located in the Business Recreation Zoning District, with adequate separation from residential uses, parking, and circulation to accommodate the additional overnight activity.

4. The use as developed and operated will create positive impacts or the potential adverse impacts will be mitigated, for the following reasons:

The facility provides a needed service to pet owners, while ensuring quiet hours, indoor boarding only, and enhanced sanitation. Potential impacts of noise, odor, and traffic are mitigated through soundproofing, waste control, and limiting drop-offs/pick-up's to daytime hours.

5. There will be no nuisance or serious hazard to vehicles or pedestrians, for the following reasons:

Boarding activity generates fewer trips than daycare. All arrivals and departures will occur during daytime business hours. The site provides sufficient parking and safe access from Lincoln Street.

6. Adequate and appropriate facilities exist or will be provided for the proper operation of the proposed use, for the following reasons:

The building has adequate interior space, ventilation, and sanitation facilities. We will have a team member stay overnight for additional safety, quality of care, and noise control. Providing for overnight supervision, health and safety protocols, and compliance with animal control regulations and Ollie's Law.

TOWN OF HINGHAM  
Board of Appeals



7. The proposal meets accepted design standards and criteria for the functional design of facilities, structures, stormwater management, and site construction, for the following reasons:

No exterior construction or changes to site drainage are proposed. The use will continue within the existing structure, with only interior modifications for boarding suites. The property complies with all applicable design standards.

The rights authorized by a Special Permit expire three years from the date the decision is filed with the Town Clerk, unless exercised or extended in accordance with the terms of M.G.L. 40A, § 9.

Signed as a statement of fact under the pains and penalties of perjury,  
this 5th day of January, in the year 2026.

APPLICANTS' NAME: Colleen Kennedy-Muzio

SIGNATURE: \_\_\_\_\_

(Applicant/Owner)

ADDRESS: 3 Sidehill Dr. Hingham, MA

PHONE: \_\_\_\_\_

CELL: (603) 540-2064

EMAIL: colleen@apetslifesouthshore.com

CHECK ALL THAT APPLY

PROPERTY OWNER

APPLICANT

If you are represented by an agent, please provide information below:

AGENT'S NAME: \_\_\_\_\_

AGENT'S SIGNATURE: \_\_\_\_\_

(Agent)

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

CELL: \_\_\_\_\_

EMAIL: \_\_\_\_\_

CHECK ALL THAT APPLY

OWNER'S AGENT

APPLICANT'S AGENT

Please attach additional sheets if space provided is insufficient.

BOTH SYSTEMS  
RECEIVED

JAN 06 2026

Town Clerk  
Hingham MA

# TOWN OF HINGHAM

OFFICE OF TOWN CLERK



2018 00033027

Bk: 49759 Pg: 74 Page: 1 of 5  
Recorded: 05/02/2018 03:11 PM  
ATTEST: John R. Buckley, Jr. Register  
Plymouth County Registry of Deeds



2018 00771211

Bk: 00509 Pg: 47 Cert: 101847  
Doc: NOTC 05/02/2018 02:59 PM  
ATTEST: John R. Buckley, Jr. Register  
Plymouth County Registry of Deeds

RE: A Fox & Hounds Pet Care, Inc  
211A Lincoln Street  
Hingham

I, Jacqueline Berard, Assistant Town Clerk of the Town of Hingham, hereby certify that the foregoing is a true copy of a decision of the Zoning Board of Appeals filed with this office on April 11<sup>th</sup>, 2018.

No notice of appeal therefrom was filed with this office within the twenty days next following the date of the filing of these decisions, or if such an appeal has been filed, it has been dismissed.

Witness my hand and the seal of the Town of Hingham, this 2nd day of May, 2018.

ATTEST

Jacqueline Berard  
Assistant Town Clerk

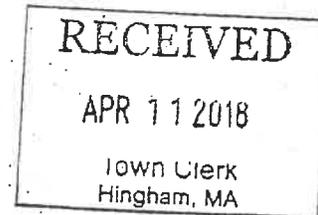




# TOWN OF HINGHAM

## Board of Appeals

### NOTICE OF DECISION SPECIAL PERMIT A1



#### IN THE MATTER OF:

**Applicant:** A Fox & Hounds Pet Care, Inc.  
12 Grove Street  
Norwell, MA 02061

**Agent:** Bruce A. Issadore  
17 Accord Park Dr.  
Norwell, MA 02061

**Owner:** S. John Hajjar, Trustee  
Anchor Plaza Realty Trust  
134 East Howard Street  
Quincy, MA 02169

**Property:** 211A Lincoln Street, Hingham, MA 02043

**Deed Reference:** Plymouth County Registry of Deeds, Book 22660, Page 46 and  
Certificate of Title No. 101847 issued by the Plymouth County Registry District  
of the Land Court

**Plan Reference:** Plan entitled, "Construction Plan," prepared by db2/ARCHitecture, 5 Lowell  
Avenue, Winchester, MA, dated November 15, 2012

#### SUMMARY OF PROCEEDINGS

This matter came before the Board of Appeals (the "Board") on the application of A Fox & Hounds Pet Care, Inc. (the "Applicant") for a Special Permit A1 under § III-A, 4.5 of the Zoning By-Law (the "By-Law") and such other relief as necessary to renovate an existing tenant space and fence in a corridor at the Anchor Plaza Shopping Center, 211A Lincoln Street, for use as dog training and socialization services, along with related retail sales in Business District B.

A public hearing was duly noticed and held on March 27, 2018 at the Town Hall, 210 Central Street. The Board panel consisted of its regular members Robyn S. Maguire, Chairman, and Joseph M. Fisher, and associate member Michael Mercurio. The Applicant was represented by Attorney Bruce A. Issadore, Issadore Law, LLC. At the conclusion of the hearing, the Board voted unanimously to grant a Special Permit A1 under § III-A, 4.5 of the By-Law, subject to the conditions set forth below.

Throughout its deliberations, the Board has been mindful of the statements of the Applicant and the comments of the general public, all as made or received at the public hearing.

### BACKGROUND

The subject property consists of multiple parcels that in combination total approximately 5.6 acres in size. The site is bifurcated by a zoning district boundary line, with the front portion zoned Business B and the rear zoned Residence A. The property supports a multi-tenant shopping center, which presently includes two health clubs and restaurants.

The Applicant would like to locate a business that offers dog training, dog socialization services, and related retail sales within an existing 5,936 SF tenant space. The proposed plan also calls for an existing exterior corridor to be fenced in and used for outdoor dog training, including house-breaking, leash walking, and acclimation to environmental stimuli. The Applicant represented during the hearing that the proposed use would not operate like a typical boarding facility since there would be no overnight stays allowed.

Before and during the hearing, the Board received significant public comment from abutters to the Property and customers of the Applicant's existing doggie day care facility in Norwell. These comments included statements in both support and opposition to the application. In response, the Board discussed at length appropriate conditions to mitigate any potential impacts on nearby residential properties that could result from the allowed use in a Business District.

### FINDINGS

Based upon the information submitted and received at the hearing, the Board made the following findings:

- a. **The proposed use of the site is in harmony with the general purpose and intent of the Zoning By-Law, for the following reasons:**

The proposed use is allowed by special permit in Business District B. It is consistent with the general purposes of the By-Law.

- b. **The proposed use complies with the purposes and standards of the relevant specific sections of this By-Law, for the following reasons:**

The proposed use complies with the purposes and standards of the By-Law, including Special Condition 2 in Section III-B, which requires the use to be conducted on a lot consisting of at least 2 acres and placed more than 40-feet from property lines.

- c. **The specific site is an appropriate location for such use, structure, or condition, compatible with the characteristics of the surrounding area, for the following reasons:**

The property is an appropriate location for the proposed business. The use is consistent

with existing service businesses within the Anchor Plaza Shopping Center and along the Route 3A commercial corridor.

- d. **The use as developed and operated will create positive impacts or potential adverse impacts will be mitigated, for the following reasons:**

The use is centrally located within the existing buildings, so as to provide an adequate buffer to abutting residential neighborhoods. The outdoor training area will be managed in an effort to minimize any potential negative impacts resulting from barking dogs. Conditions will be imposed to mitigate any potential perceived negative impacts.

- e. **There will be no nuisance or serious hazard to vehicles or pedestrians, for the following reasons:**

Dogs will be required to be leashed when outside the enclosed space of the business. No nuisance or hazard will result from the proposed use.

- f. **Adequate and appropriate facilities exist or will be provided for the proper operation of the proposed use, for the following reasons:**

The proposed use will be located within an existing tenant space. Adequate facilities exist to support the use.

- g. **The proposed Project meets accepted design standards and criteria for the functional design of facilities, structures, stormwater management, and site construction, for the following reasons:**

No exterior work, other than a fenced enclosure, is proposed in connection with the proposed use.

#### DECISION

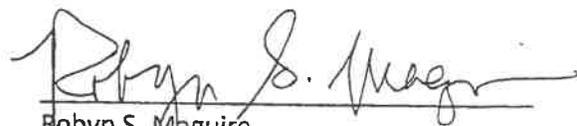
Upon a motion made by Joseph M. Fisher and seconded by Michael Mercurio, the Board voted unanimously to GRANT a Special Permit A1 under § III-A, 4.5 of the Zoning By-Law (the "By-Law") and such other relief as necessary to renovate an existing tenant space and fence in a corridor at the Anchor Plaza Shopping Center, 211A Lincoln Street, for use as dog training and socialization services, along with related retail sales, subject to the following conditions:

1. The Applicant shall operate the use, which consists of dog training and socialization services, along with related retail sales, in a manner consistent with the approved plans and the representations made at the hearing before the Board.
2. The hours of operation for the business shall be limited to 6:30am – 7:00pm on weekdays only.

3. The hours of operation for the exterior dog training area shall be limited to 9:00am – 5:00pm on weekdays only.
4. The proposed exterior fenced enclosure for use as a training and socialization area shall be limited to the straight portion of the existing exterior corridor, which is approximately 12' by 80' in size.
5. Any training and socialization services conducted in the exterior fenced area shall be limited to no more than 10 dogs at a time, in 20 minute increments, with a minimum of 1 employee supervising the dogs at all times. Any barking dog that cannot be silenced shall be immediately relocated to the interior of the business.
6. The exterior fenced area will be rinsed on a daily basis and a service will be engaged to remove excrement from the Property.
7. All pick up and drop off by customers of the business shall be from the front parking lot.
8. The Applicant shall adhere to the maximum decibel levels established by the Hingham Noise Bylaw.
9. Within 12 months of commencing operations, the Applicant shall request a noticed public hearing before the Board to review the operation. The Applicant shall bear the costs of noticing the hearing.

This decision shall not take effect until a copy of the decision bearing the certification of the Town Clerk, that twenty (20) days have elapsed since the decision has been filed in the office of the Town Clerk and no appeal has been filed, or that if such appeal has been filed, that it has been dismissed or denied, is recorded with the Plymouth Registry of Deeds and/or the Plymouth County Land Court Registry, and indexed in the grantor index under the name of the record owner or is recorded and noted on the owner's certificate of title.

For The Board of Appeals,



Robyn S. Maguire  
April 10, 2018

**A TRUE COPY**  
**ATTEST:**  
*Eileen A. McCracken*  
**TOWN CLERK**

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Town Clerk  
Hingham MA

# TOWN OF HINGHAM

## Board of Appeals



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• ZBA@hingham-ma.gov •

### ZONING APPLICATION CHECKLIST

### FORM 1 INSTRUCTIONS

PROPERTY ADDRESS: 211 Lincoln Street

OWNER: Colleen Kennedy-Muzio

If you need assistance with your application, please contact the Zoning Department at least one week prior to the filing deadline.

Per \_\_\_\_\_ :

- The Zoning Department Staff will review all applications to determine their completeness.
- Incomplete filings will not be accepted for processing and scheduling.
- Complete applications include:
  - Filing fee; see filing fees chart, below;
  - Form 1 Required Documents; see checklist, below;
  - Application copies:
    - One (1) complete set of documents to be filed with the Town Clerk
    - Four (4) complete set of documents to be filed with the Board of Appeals
    - Digital copy of all application materials emailed to

	<i>number of copies specified below</i>	
	<b>Required</b>	<b>Submitted</b>
<u>This Checklist (Form 1)</u>	1	1
<u>Application for Hearing (Form 2)</u>	5	5
<b><i>provide one of the following forms:</i></b>		
<u>Supporting Statements – Requested Findings</u>	5	5
<input type="checkbox"/> Administrative Appeal (Form 2A)		
<input type="checkbox"/> Variance / Variance Modification (Form 2B)		
<input checked="" type="checkbox"/> Special Permit A1 / Special Permit A1 Modification (Form 2C)		
<input type="checkbox"/> Special Permit A2 / Special Permit A2 Modification (Form 2D)		
<b><i>provide one of the following:</i></b>		
<u>Evidence of Standing to Seek Relief</u>	5	5
<input type="checkbox"/> Deed or Certificate of Title		
<input type="checkbox"/> Signed Option to Purchase		
<input type="checkbox"/> Lease with Property Owner's Authorization Letter		

# TOWN OF HINGHAM

## Board of Appeals



**Required**

**Submitted**

**All plans must be stamped by a registered professional.**

**Provide all of the following:**

**Plan(s) of Propose Project**

**1. Plot Plan:** Plan shall show scale, north arrow, lot dimensions and area, existing building and structures. Include topography, floodplain, wetlands, and other features as relevant - 2' x 3' format.

5

5

**2. Site Plan:** shall show scale, north arrow, dimensioned location of all improvements, including floor area, and elevations. Include, if applicable, physical features, off-street parking plan, landscape plan, grading, drainage, and lighting plans, Zoning Chart showing the Required, Existing and Proposed Area Regulations - 2' x 3' format.

5

5

**3. Architectural plans and elevations:** shall include sufficient detail to demonstrate dimensions of buildings/structures, square footage, materials, and other details - One (1) 2' x 3' format; five (5) 11" x 17" format, to scale.

5

5

**Provide copies, when applicable:**

**Prior Zoning Relief**

Has an application for relief from the Zoning By-Laws ever been filed for this parcel?

Yes



No



If yes provide five (5) copies for each of the following:

Explanation(s) and date(s) of relief(s)

5

5

Prior Zoning decision(s) rendered.

5

5

**Provide copies, when applicable:**

**Other Application Information**

Drainage report, if applicable.

5

0

Traffic report, if applicable.

5

0

Letter(s) of support; optional.

1

0

TOWN OF HINGHAM  
Board of Appeals



**APPLICATION FILING FEES**

**Residential Variance** ..... \$300.00

**Commercial Variance** ..... \$300.00 for the first 2000 ft<sup>2</sup>/  
\$100.00 for each additional 1,000 ft<sup>2</sup> or portion thereof

**Special Permits** ..... \$300.00 for the first 2000 ft<sup>2</sup>/  
\$100.00 for each additional 1,000 ft<sup>2</sup> or portion thereof

**Applications requiring multiple permits**... 100% of highest fee required by Board of Appeals  
in addition each additional permit 50% of required fee

**Special Permit(s) and/or Variances(s) – Signs** ..... \$300.00

**Comprehensive Permit** ..... \$250.00 per units, in addition the Applicant pays  
cost of postage associated with abutter notifications  
and cost of newspaper legal notice(s)

**All Other Applications** ..... \$400.00

**Exhibit A — Narrative in Support of Application to Amend Special Permit A1 (2018)**

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Hingham MA

Petitioner: Colleen Kennedy-Muzio  
Property: 211A Lincoln Street, Hingham, MA  
Zoning District: Business Recreation  
Relief Requested: Amendment to Special Permit A1 (2018)

Introduction

The Petitioner operates a permitted dog daycare and training facility at 211A Lincoln Street pursuant to a Special Permit A1 issued in 2018. The original decision expressly contemplated no overnight boarding and set daytime hours accordingly. The Petitioner seeks a limited amendment to authorize overnight boarding with updated conditions addressing hours and operations, while keeping the use otherwise unchanged.

Requested Amendment

The Petitioner requests that the Board amend the 2018 decision to:

1. Add overnight boarding of dogs to the list of permitted activities on the premises; and
2. Revise the conditions governing hours of operation to reflect overnight operations with defined quiet hours.

(If the Board prefers, the amendment can be framed as edits to existing Conditions 1–3 regarding permitted activities and hours.)

Operations & Safeguards

Overnight boarding will be conducted indoors within designated rooms/suites. To protect neighborhood character and minimize impacts:

- Quiet Hours: 9:00 p.m.–7:00 a.m.; no outdoor activity during this period except brief, supervised relief as necessary.
- Drop-Off/Pick-Up: Limited to posted daytime business hours.
- Noise Control: Interior boarding rooms with solid partitions/doors; use of acoustic treatments and white-noise as needed.
- Sanitation & Odor Control: Scheduled cleaning with pet-safe disinfectants; sealed floors; proper waste storage and

disposal.

- Safety & Supervision: Overnight monitoring by staff on-site or scheduled in-person checks with alarm/video monitoring; vaccination and health policies maintained.
- Capacity: A reasonable cap on overnight dogs (e.g., [insert number]) can be imposed as a condition if the Board so requires.

### Findings in Support

- Harmony with the By-Law: The Business Recreation district contemplates animal care uses by special permit. The requested amendment is a modest intensification of an existing approved use with safeguards that prevent adverse effects.
- Appropriate Location: The site is already improved and operated as a professional dog care facility; interior accommodations make overnight operations feasible without external changes.
- Impact Mitigation: Indoor overnight housing, quiet hours, limited pick-up/drop-off times, and sanitation/noise controls ensure the use will not be substantially more detrimental than the current operation.
- Public Benefit: The amendment meets community demand for reputable local boarding while maintaining health, safety, and neighborhood compatibility.

### Suggested Condition Language (for Board's convenience)

- "Premises may be used for dog daycare, training, and overnight boarding, provided all overnight boarding is conducted indoors."
- "Quiet hours 9:00 p.m.–7:00 a.m.; no outdoor activity during quiet hours except brief, supervised relief."
- "Boarding drop-off/pick-up limited to daytime business hours."
- "[Optional] Overnight capacity shall not exceed [insert number] dogs unless otherwise approved by the Board."

### Conclusion

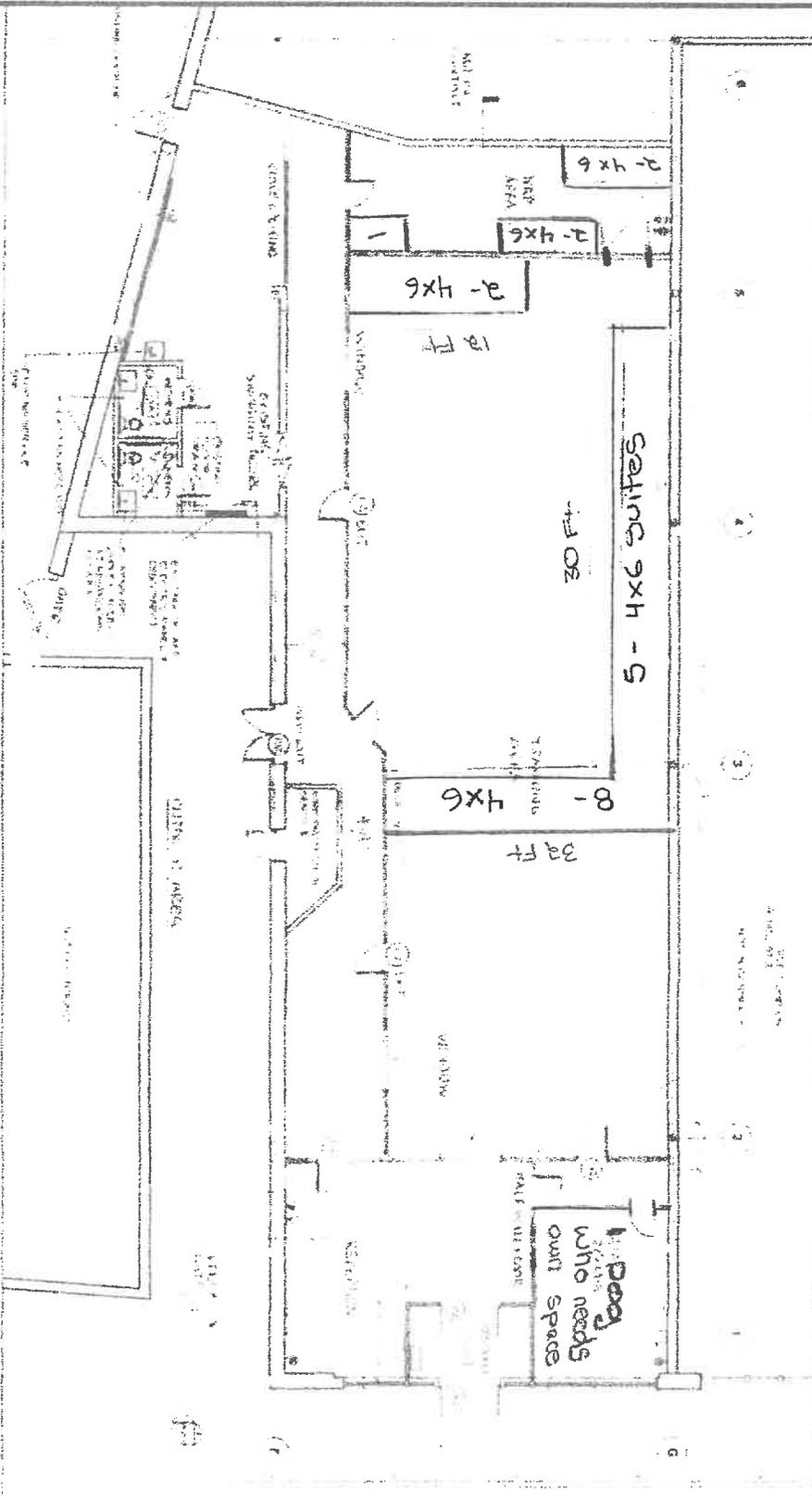
For the reasons above, the Petitioner respectfully requests that the Board amend the 2018 Special Permit A1 for 211A Lincoln Street to authorize overnight boarding with updated conditions addressing hours and operations. The amended permit will remain consistent with the purpose and intent of the Zoning By-

Law and will not be substantially more detrimental to the neighborhood than the existing approved use.

Respectfully submitted,  
Colleen Kennedy-Muzio

[Date] 1/5/26

NO.	DESCRIPTION	QTY	UNIT	PRICE	TOTAL
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Construction plan



**db2/ARCHITECTURE**  
 10101 1st Street  
 San Diego, CA 92161  
 Tel: 619.594.2288  
 Fax: 619.594.2289  
 www.db2.com

PROJECT:  
 2' Color Report  
 Computer Plot

DATE:  
 Construction Plan

DATE: 11/11/03  
 DRAWING NO: 03000  
 SHEET NO: 03000-01

LEASE

1. PARTIES

S. John Hajjar, as Trustee of Anchor Plaza Realty Trust, with an address of c/o Foxcroft, Inc., 134 East Howard Street, Quincy, MA 02169 (hereinafter the "Landlord"), does hereby lease to A Pet's Life, South Shore, LLC, a Massachusetts limited liability company with a business address at 7 Cliff Road, Hingham, MA 02043 (hereinafter the "Tenant"), the following described Premises:

2. PREMISES

Approximately 5,936 ± square feet of rentable space identified as Suite 211-A (shown on Exhibit A) (hereinafter the "Premises") of the building situated at 211 Lincoln Street, Hingham, MA containing 40,000 ± square feet (hereinafter the "Building").

3. TERM

The term of this Lease shall be five (5) years (hereinafter the "Term"), commencing upon Tenant's receipt of permits, authorizations and approvals ("Approvals") needed to operate the Premises for Tenant's Permitted Use from the Town of Hingham Zoning Board of Appeals (hereinafter the "Commencement Date"). Upon receipt of the Approvals, Landlord and Tenant shall execute the Memorandum of Commencement Date of Lease in the form attached hereto as Exhibit B confirming the Commencement Date. Tenant shall, at its sole cost and expense, apply and diligently pursue all such permits, authorization and/or approvals. Landlord shall cooperate with Tenant's permitting activities provided there is no cost to Landlord.

4. DELIVERY OF PREMISES

Landlord shall deliver the Premises to Tenant "AS-IS" and Tenant accepts the Premises "AS-IS" in the condition they are in as of the date of this Lease. Tenant agrees that it has had full and adequate opportunity to inspect the Premises and has done said inspection to its satisfaction. Tenant further acknowledges that Landlord has made no representations or warranties, whether express or implied, as to the condition of the Premises or their suitability for Tenant's use, and therefore Tenant has not relied upon any such representation or warranty.

5. RENT; ADDITIONAL RENT

(a) Tenant shall pay to Landlord, as annual base rent for the Premises (hereinafter the "Annual Base Rent") the following:

<u>Period</u>	<u>Annual Base Rent</u>	<u>Monthly Payment</u>
Year 1	\$130,592.00	\$10,882.67
Year 2	\$130,592.00	\$10,882.67
Year 3	\$134,509.76	\$11,209.15
Year 4	\$138,545.05	\$11,545.42
Year 5	\$142,701.40	\$11,891.78

The Annual Base Rent shall be paid in twelve (12) equal monthly installments on the first (1st) day of each and every calendar month in advance without demand, setoff or deduction. Partial months shall be prorated accordingly.

(b) Tenant shall also pay, from time to time as provided in this Lease or on demand of Landlord, as additional rent, all other amounts, liabilities and obligations which Tenant herein assumes or agrees to pay (hereinafter the "**Additional Rent**"). In the event of any failure on the part of Tenant to pay any Additional Rent, Landlord shall have all the rights, powers and remedies provided for in this Lease or at law, in equity or otherwise, in the case of non-payment of the Annual Base Rent.

(c) It is the specific intention of Landlord and Tenant that this shall be a so-called "triple net" lease and that the Annual Base Rent, and Additional Rent as set forth herein, shall be absolutely net to Landlord and, except as specifically provided herein, Landlord shall not be required to provide any services, pay any costs, or do any act in connection with or relating to the Premises except as specifically provided in this Lease; all expenses and obligations of any kind and nature relating to the Premises and services provided in connection therewith shall be paid by Tenant.

(d) Should Tenant (i) continue to occupy the Premises after termination of this Lease, or (ii) continue to occupy the Premises after the expiration of the Term, without the express written consent of Landlord, such tenancy shall be deemed to be from month to month only under the same terms, covenants and conditions of this Lease and at one hundred fifty (150%) percent of the last monthly Annual Base Rent reserved herein. In the event of a holdover, either Landlord or Tenant may terminate this Lease upon thirty (30) days written notice to the other party.

## 6. COMMON AREA COSTS

(a) Tenant shall pay to Landlord, as Additional Rent, its Pro Rata Share of Landlord's expenses for the operation, managing, equipping, lighting, repairing and maintaining of the Building and lot, parking area, sidewalks, walking paths, access roads and driveways, including, but not limited to, maintenance of HVAC equipment, expenses incurred in snow removal, landscaping, liability and property insurance, and real estate taxes for the Building (hereinafter the "**Common Area Costs**"). Such pro rata share shall be based on the ratio of the square footage of the Premises to the square footage of all leasable space in the Building, initially determined to be 14.8% (hereinafter the "**Pro Rata Share**").

(b) Upon Landlord furnishing Tenant with any invoice or notice of an amount due, or receipt for an amount paid, for a Common Area Cost,

Tenant shall pay to Landlord its Pro Rata Share of such amount within seven (7) business days following receipt.

(c) Landlord shall keep adequate records and accounts of Common Area Costs which shall be subject to audit by Tenant at Tenant's expense. Such accounts and records shall be kept in accordance with generally accepted accounting practices consistently applied from year to year. Tenant shall be afforded reasonable documentation of Common Area Costs whether or not it undertakes an audit.

## **7. SECURITY DEPOSIT**

(a) Landlord acknowledges receipt of the sum of Ten Thousand Eight Hundred Eighty-Two and 67/100 (\$10,882.67) Dollars (hereinafter the "**Security Deposit**") from Tenant to be held by Landlord as security for the payment of Annual Base Rent, Additional Rent, and all other sums which shall or may be payable during the Term and for the faithful performance by Tenant of all other covenants and agreements made in this Lease. The Security Deposit, or such part thereof as has not been appropriated by Landlord in accordance with the foregoing, shall be returned to Tenant only after the expiration of the Term, notwithstanding that this Lease may have been terminated by Landlord prior thereof in accordance with its provisions. Upon any increase in Annual Base Rent during the Term, Tenant shall, upon request, pay to Landlord the amount needed to increase the Security Deposit then being held to an equivalent of a full monthly payment of the increased Annual Base Rent.

## **8. UTILITIES**

Tenant shall be responsible for all utilities serving the Premises, including, but not limited to, water, gas, and electricity. Landlord agrees to provide, at Tenant's expense, all utility services and to furnish reasonably hot and cold water and reasonable heat and air conditioning (except to the extent that the same are furnished through separately metered utilities or separate fuel tanks, in which case they are exclusively Tenant's responsibility) to the Premises during reasonable business hours and days of the heating and air conditioning season of each year, all subject to interruption due to any accident, to making of repairs, alterations, or improvements, to labor difficulties, to trouble in obtaining fuel, electricity, service or supplies from the sources from which they are usually obtained for the Building, or to any cause beyond Landlord's control. Landlord shall have no obligation to provide utilities or equipment other than the utilities and equipment within the Premises as of the Commencement Date, and any replacements, upgrades, or reconfiguration necessary for Tenant's Permitted Use shall be at the sole cost and expense of Tenant. In the event Tenant requires additional utilities or equipment, the installation and maintenance thereof shall be

Tenant's sole obligation, provided that such installation shall be subject to the written consent of Landlord.

## 9. MAINTENANCE

### (a) Tenant's Obligations.

- (i) Tenant acknowledges that the Premises are in good condition as of the date of this Lease. Tenant agrees to repair and maintain the Premises in good condition (damage by fire and other casualty only excepted), including, but not limited to, the maintenance, repair, and replacement, if necessary, of all entrances, fixtures, partitions, interior walls, ceilings, floor coverings, utility systems used exclusively within the Premises and/or from the point of internal distribution to the Premises, equipment, machinery, appliances, HVAC equipment (including biannual maintenance), and signs and appurtenances thereof. Tenant shall not permit the Premises to be overloaded, damaged, stripped, or defaced, nor suffer any waste. Tenant shall maintain and use the Premises in accordance with all directions, rules and regulations of the proper officers of governmental agencies having jurisdiction and shall, at Tenant's own expense, obtain all permits, licenses, or other approvals as required by applicable law for Tenant's use. Tenant shall be responsible for the cost of maintenance, repair or replacement made necessary by reason of damage by Tenant, or Tenant's invitees, to the Common Areas.
- (ii) Tenant agrees to enter into an annual HVAC maintenance contract to service the HVAC system at the Premises. In the event that Tenant does not provide proof of entering into an annual HVAC maintenance contract, Landlord reserves the right to perform any necessary HVAC maintenance and to charge the Tenant for said maintenance.
- (iii) If repairs are required to be made by Tenant pursuant to the terms hereof, Landlord may demand that Tenant make the same forthwith. If Tenant refuses or neglects to commence such repairs and complete the same with reasonable dispatch after such demand, Landlord may (but shall not be required to) make or cause such repairs to be made and shall not be responsible to Tenant for any loss or damage that may accrue to Tenant's business by reason thereof. If Landlord makes or causes such repairs to be made, Tenant agrees that Tenant will forthwith, on demand, pay to Landlord the cost thereof, and if Tenant shall default in such payment, Landlord shall



have the remedies provided for the non-payment of Annual Base Rent or other charges payable hereunder.

(b) Landlord's Obligations. Landlord agrees to maintain, repair, and replace (if necessary in the reasonable opinion of Landlord), the Building's foundations, exterior walls, roof, and other structural components of the Building, utility systems to the point of internal distribution to the Premises (other than HVAC), and the Common Areas, which shall be charged back to Tenant as Common Area Costs.

## 10. INSURANCE

(a) Tenant covenants to obtain, keep and maintain at its sole cost and expense, in full force and effect, in such form as may be available from time to time for similar premises, a comprehensive public liability insurance policy or policies from a company licensed to do business in Massachusetts from a recognized insurer extending to all activities conducted on the Premises. Said policy or policies shall be for an amount of at least One Million and 00/100 (\$1,000,000.00) Dollars for death or injury to one person and Two Million and 00/100 (\$2,000,000.00) Dollars for the death or injury to two or more persons, plus One Hundred Thousand and 00/100 (\$100,000.00) Dollars for property damage liability. Tenant shall be responsible for insurance of Tenant's contents at the Premises.

(b) Each of the aforesaid policies of insurance shall name Landlord as an additional insured and shall provide that it shall not be cancelled nor amended by insurer or Tenant without notice to Landlord as additional insured, except for non-payment of premium. Tenant will deliver to Landlord, on the Commencement Date and promptly upon request thereafter, copies of all policies or certificates relative to such policies that Tenant is required to maintain.

(c) Insofar as and to the extent that the following provisions may be made effective without invalidating or making it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in the Commonwealth of Massachusetts (even though extra premium may result therefrom), Landlord and Tenant mutually agree that with respect to any loss which is covered by or could have been covered by insurance then being carried by them, respectively, the one carrying such insurance and suffering said loss releases the other of and from any and all claims with respect to such loss; and they further mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof. In the event that extra premium is payable by either party to its insurer as a result of this provision, the other party shall reimburse the party paying such premium the amount of such extra premium. If, at the written request of one party, this release and non-subrogation provision is waived, then

the obligation of reimbursement shall cease for such period of time as such waiver shall be effective, but nothing contained in this section shall be deemed to modify or otherwise affect releases elsewhere herein contained of either party for claims.

**11. SUBORDINATION AND ESTOPPEL CERTIFICATE**

(a) This Lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage now, or at any time hereafter, a lien or liens on the property of which the Premises are a part and Tenant shall, within ten (10) days of Landlord's request, promptly execute and deliver such commercially standard written instruments as shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage and shall otherwise attorn to any subsequent owner of the Premises.

(b) Tenant will execute from time to time, acknowledge and deliver to Landlord, within ten (10) days of Landlord's request, a certificate in recordable form certifying: (1) the commencement and termination dates of this Lease; (2) that Tenant has accepted possession of the Premises and that there are no other agreements with respect to the Premises between Tenant and Landlord; (3) that all conditions under this Lease to be performed by Landlord have been satisfied; (4) that the Annual Base Rent has not been paid more than thirty (30) days in advance of its due date except as disclosed; (5) that this Lease is unmodified and in full force and effect (or, if there have been modifications that this Lease is in full force and effect, as modified and stating the modifications), (6) the dates, if any, to which the Annual Base Rent and Additional Rent have been paid, (7) whether or not there are then existing any offsets or defenses against the enforcement of any term hereof on the part of Tenant to be performed or complied with; (8) that no Event of Default has been received by Tenant; and (9) how much security deposit has been paid or if none paid, then so indicated. Landlord's mortgage lenders and/or purchasers shall be entitled to rely on such certificates. Tenant acknowledges that the execution and delivery of such instrument and/or, certificates in connection with a financing or sale in a prompt manner may constitute requirement of Landlord's financing and/or property disposition, and Tenant shall indemnify Landlord against all damages, including consequential damages in the nature of increased costs or loss of any such transactions including attorney's fees, directly or indirectly, resulting from Tenant's failure to comply herewith (assuming that the grace or notice period provided in this Lease shall have expired).

**12. LANDLORD'S ACCESS**

Landlord and its authorized agents may, upon reasonable notice and at reasonable times (except in the case of emergency), enter the Premises: (i) to inspect the general condition and state of repair thereof; (ii) to

show the Premises to any prospective purchaser or tenant; or (iii) for any other reasonable purpose, including, but not limited to, to remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as Landlord should elect to do. Landlord may, during the three (3) month period prior to expiration of the Term, affix to any suitable part of the Premises a notice for letting or selling the Premises and keep the same so affixed without hindrance or molestation by Tenant.

**13. INDEMNIFICATION AND LIABILITY**

(a) To the maximum extent this Lease may be made effective according to law, Tenant agrees to indemnify and save harmless Landlord from and against all claims (including, but not limited to, reasonable attorney's fees and expenses) of whatever nature arising from any act, omission, negligence, liabilities, penalties, misconduct or fault of any person (except Landlord or Landlord's guests, licensees, servants, agents, employees, or independent contractors) as it pertains to the Premises, or arising from the accident, injury or damage occurring outside of the Premises, but on the property of which the Premises are a part, where such accident, damage or injury results or is claimed to have resulted from an act or omission on the part of Tenant's or Tenant's guests, licensees, servants, agents employees or independent contractors.

(b) To the extent permitted by law, Landlord shall not have any responsibility for loss or damage to improvements, fixtures or other personal property of Tenant.

(c) Tenant agrees that Landlord shall not be responsible or liable to Tenant (or to those claiming by or through or under Tenant) for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connecting with the Premises or any part of the Building, or otherwise, for any loss or damage resulting to Tenant or those claiming by, through, or under Tenant or its property.

**14. DESTRUCTION OF PREMISES**

(a) In the event that greater than twenty-five percent (25%) of the Building or the lot shall be taken by any public authority or for any public use or destroyed by the action of any public authority (a "Taking") then this Lease may be terminated by either Landlord or Tenant effective on the effective date of the Taking. In the event that the Premises shall be destroyed or damaged by fire or casualty (a "Casualty") and if Landlord's architect, engineer or contractor shall determine that it will require in excess of 120 days from the date of the Casualty to restore the Premises, this Lease may be terminated by either Landlord or Tenant by notice to the other within thirty days after the casualty. In the case of a Taking, such election, which may be



made notwithstanding the fact that Landlord's entire interest may have been divested, shall be made by the giving of notice by Landlord or Tenant to the other within thirty (30) days after Landlord or Tenant, as the case may be, shall receive notice of the Taking.

(b) In the event of a Taking or a Casualty, unless Landlord or Tenant shall exercise an election to terminate provided herein, this Lease shall continue in force and a just proportion of the Annual Base Rent and other charges hereunder, according to the nature and extent of the damages sustained by the Premises, shall be abated until the Premises, or what may remain thereof, shall be put by Landlord in proper condition for use subject to zoning and building laws or ordinances then in existence, which, unless Landlord or Tenant has exercised its option to terminate pursuant to Section 9.1, Landlord covenants to do with reasonable diligence within 120 days from the date of the Casualty at Landlord's expense. Landlord's obligations with respect to restoration shall not require Landlord to expend more than the net proceeds of insurance recovered or damages awarded for such Casualty or Taking and made available for restoration by Landlord's mortgagees. If the net proceeds of insurance recovered or damages awarded are insufficient to restore the premises in accordance with this Section and Landlord elects not to fund any shortfall, then this Lease may be terminated by Tenant. "Net proceeds of insurance recovered or damages awarded" refers to the gross amount of such insurance or damages less the reasonable expenses of Landlord in connection with the collection of the same, including without limitation, fees and expenses for legal and appraisal services.

(c) Irrespective of the form in which recovery may be had by law, all rights to damages or compensation shall belong to Landlord in all cases except for relocation expenses or separate awards which will not reduce Landlord's awards. Tenant hereby grants to Landlord all of Tenant's rights to such damages and compensation and covenants to deliver such further assignments thereof as Landlord may from time to time request, provided that Tenant shall be entitled to separately petition the condemning authority for a separate award for its relocation expenses and trade fixtures but only if such a separate award will not diminish the amount of Proceeds payable to Landlord.

#### 15. TENANT'S DEFAULT

Tenant shall be in default of this Lease upon the occurrence of any of the following events (each hereinafter an "Event of Default"):

- (i) Tenant shall default in the payment of any installment of Annual Base Rent, Additional Rent, or any other sum herein specified, and such default shall continue for ten (10) calendar days after written notice thereof by Landlord;

- (ii) Tenant shall default in the observance or performance of any other of Tenant's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) calendar days after written notice thereof by Landlord;
- (iii) Tenant, or the Guarantor (if any), declares bankruptcy, is adjudicated bankrupt, or assigns any of its property for the benefit of creditors, or admits in writing its inability to satisfy its obligations to any of its creditors;
- (iv) Tenant shall vacate or abandon the Premises; or
- (v) Any other event identified as an "Event of Default" or default in this Lease; provided, however, that if Tenant shall default in any matter during the same twelve (12) month period that (1) Tenant defaulted previously in any matter and (2) Landlord provided notice to Tenant of such default, regardless if such prior default shall have been cured and this Lease not terminated, such subsequent default (hereinafter a "**Subsequent Default**") shall be deemed to be an Event of Default upon Landlord giving Tenant notice thereof and Tenant shall have no grace period within which to cure such Subsequent Default, regardless of any statute or provision of this Lease which may otherwise create such grace period.

**16. LANDLORD'S  
REMEDIES**

(a) Upon the occurrence of an Event of Default, Landlord may pursue any one or more of the following remedies:

- (i) Repossession. Landlord may, immediately or at any time thereafter, and without demand or notice, enter into and upon said Premises, or any part thereof, and terminate this Lease and repossess the Premises as its former estate. Tenant shall remain liable for: (1) any Annual Base Rent and Additional Rent due for the remainder of the Term; (2) damages that may be due or sustained prior to such termination; and (3) all reasonable costs, fees and expenses (including, but not limited to, reasonable attorney's fees) incurred by Landlord in pursuit of its remedies hereunder, or in reletting the Premises (all such Annual Base Rent, Additional Rent, damages, costs, fees and expenses being referred to herein as "**Termination Damages**"). In the event the Premises are relet by Landlord, Tenant shall be entitled to a credit in the net amount of rent and other charges received by Landlord in such reletting, after deduction of all expenses incurred in reletting (including, but not limited to, reasonable attorney's

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fees, remodeling costs, and brokerage fees). Landlord shall not be liable for failure to relet the Premises, or, if the Premises are relet, for failure to collect the rent thereof.

In addition to the Termination Damages, Landlord shall be immediately entitled to additional damages (hereinafter the "**Liquidated Damages**") equal to the difference between the Annual Base Rent due for the remainder of the Term. Landlord and Tenant agree that the Liquidated Damages represent a reasonable estimate of damages expected to occur in the event of a breach by Tenant and such sum is not intended to be punitive in nature.

- (ii) Landlord's Cure. Landlord may, after notice and failure of Tenant to do so, cure any default by Tenant under this Lease. Whenever Landlord so cures, all costs and expenses incurred by Landlord in curing such default, including, but not limited to, reasonable attorney's fees, together with interest on the amount of such costs and expenses at the rate of four percent (4%) in excess of the base rate (prime rate) of Bank of America, N.A. from time to time in effect at the time of said cure, shall be due from Tenant.
- (iii) Late Charges. If any payment of Annual Base Rent, Additional Rent, or other payment is not paid within ten (10) days of due date, Landlord may, at its option, without notice and in addition to all other remedies it may have, impose a late charge equal to five percent (5%) of the amount due, as an additional administrative service charge for delinquent Rent. If any of Tenant's checks for payments hereunder are returned for insufficient funds, Landlord may at its option, without notice and in addition to all other remedies it may have, impose a returned check fee of Fifty (\$50.00) per check. Said charges shall constitute Additional Rent hereunder payable upon demand.

(b) Cumulative Remedies. Any and all rights and remedies that Landlord may have under this Lease, at law and equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more such rights and remedies may be exercised at the same time insofar as permitted by law. Nothing herein contained shall be construed as limiting or precluding the recovery by Landlord against Tenant any sums or damages to which, in addition to the damages particularly provided herein, Landlord may lawfully be entitled by reason of any default by Tenant.



(c) Waiver. Failure on the part of Landlord to complain of any action or non-action on the part of Tenant, no matter how long the same may continue, shall never be a waiver by Landlord of any of its rights hereunder.

(d) Removal of Property. In the event that Tenant is in default, Tenant shall not remove or permit the removal of Tenant's improvements and fixtures from the Premises until all defaults have been cured or until such time as any arrearage and/or other damage sustained by Landlord have been fully satisfied.

## 18. NOTICE

(a) Any notice from Landlord to Tenant relating to the Premises or to the occupancy thereof shall be deemed duly served if addressed to Tenant and: (i) left at the Premises; (ii) mailed to the Premises, registered or certified mail, return receipt requested, postage prepaid; or (iii) sent by national overnight delivery service to the Premises.

(b) Any notice from Tenant to Landlord relating to the Premises or to the occupancy thereof shall be deemed duly served if addressed to Landlord at its address set forth in Section 1 and: (i) mailed by registered or certified mail, return receipt requested, postage prepaid; or (ii) sent by national overnight delivery service.

## 19. PERMITTED USE

Tenant shall use the Premises only for the operation of a daily and overnight pet boarding facility and activities reasonably related thereto (the "**Permitted Use**"). Tenant may not (a) derive more than 10% of its revenues from the sale of bagels, bagel sandwiches or specialty coffees, for on or off-site consumption, nor shall Tenant display or permit to be displayed upon the Premises any advertisement for any business offering bagels, bagel sandwiches or specialty coffees; (b) sell any alcohol at the Premises; or (c) use the Premises for a traditional gym or health club. Subject to approval by the Town of Higham, Tenant shall be permitted to operate 24 hours per day, 7 days per week, 365 days per year or other hours, at Tenant's sole discretion and as permitted by the Town of Higham zoning laws and regulations.

## 20. COMPLIANCE WITH LAWS

Tenant agrees that it will not carry on any trade or occupation upon the Premises which shall be unlawful, improper, noisy, or offensive, or contrary to any law of the Commonwealth of Massachusetts, including the Americans with Disabilities Act, or ordinance or bylaw of the municipally within which the Premises are located, or injurious to any person or property; or do any act or thing which shall make void or voidable any insurance on the Premises, or the property of which they are a part, against fire, or may render an increase or extra premium payable for any such insurance. Tenant shall not place any hazardous materials as defined by C.E.R.C.L.A., M.G.L. Chapter 21E, or any other



statute or regulation applicable to the Premises, except in strict compliance therewith and only in connection with Tenant's Permitted Use.

**21. FIRE  
INSURANCE**

Tenant shall not permit any use of the Premises which will make voidable any insurance on the property of which the Premises are a part, or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association or any similar body succeeding to its powers. Tenant shall on demand reimburse Landlord any extra insurance premiums caused by Tenant's use of the Premises.

**22. MECHANIC'S  
LIENS AND  
IMPROVEMENTS**

Tenant shall not permit any mechanic's liens, or similar liens, to remain upon the Premises for labor and material furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed at the direction of Tenant and shall cause any such lien to be released of record forthwith without cost to Landlord.

**23. INDEPENDENT  
COVENANTS**

The obligations of Tenant hereunder shall be separate and independent covenants and agreements and Annual Base Rent and Additional Rent shall continue to be payable to Landlord in all events. Tenant shall not take any action to terminate, rescind or avoid this Lease notwithstanding any default by Landlord hereunder or under any other agreement between Landlord and Tenant. Tenant waives all rights which are not expressly stated herein but which may now or hereafter otherwise be conferred by law to quit, terminate or surrender this Lease or any portion of the Premises, and to any setoff, counterclaim, recoupment, abatement, suspension, deferment, diminution, deduction, reduction or defense of or to Annual Base Rent or any other sums payable under this Lease, except as specifically set forth in this Lease and for any statutory lien or statutory offset right against Landlord.

**24. ACCORD AND  
SATISFACTION**

No acceptance by Landlord of a lesser sum than the Annual Base Rent and Additional Rent then due shall be deemed to be other than on account of the earliest installment of such amount due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such installment or pursue any other remedy provided in this Lease.

**25. ALTERATIONS**

Tenant shall not make nor permit any substantial alterations in or to the Premises without Landlord's prior written consent. If Landlord consents, all such alterations shall be at Tenant's expense and performed in a good and workmanlike manner. This section shall not preclude

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Tenant from decorating or redecorating the Premises from time to time without Landlord's approval. Any alteration or improvements made by Tenant shall become the property of Landlord at the termination of this Lease.

**26. ASSIGNMENTS; SUBLETTING**

Tenant shall not assign or sublet the whole or any portion of the Premises without Landlord's prior written consent, which may be granted or withheld in Landlord's sole discretion. The sale or transfer of fifty (50%) percent or more of the stock or voting control of Tenant shall constitute an assignment hereunder.

**27. SURRENDER**

Tenant shall, upon termination of this Lease by expiration or otherwise, remove all Tenant's goods and effects from the Premises. Tenant shall deliver to Landlord the Premises in the same condition as they were in as of the Commencement Date, and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Premises during the Term in good condition, damage by fire or other casualty only excepted. In the event of Tenant's failure to remove any of Tenant's property from the Premises, Landlord is hereby authorized, without liability to Tenant for loss or damage thereto, and at the sole risk of Tenant, (i) to remove and store such property at Tenant's expense; (ii) to retain the same under Landlord's control; (iii) to sell at public or private sale, without notice, any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder; or (iv) to destroy such property.

**28. SIGNAGE**

Tenant shall have the right to place such signs as are usual and incidental to Tenant's business at the Premises consistent with the sign placement of the existing tenants of the Building and in compliance with the Rules and Regulations and any applicable law.

**29. RULES AND REGULATIONS**

Tenant agrees to comply with the rules and regulations of the Building that are in effect from time to time (the "**Rules and Regulations**").

**30. PRIOR AGREEMENTS**

All previous agreements, whether written or oral, between Landlord and Tenant relating to the Premises are hereby declared void and superseded by this Lease.

**31. GOVERNING LAW**

This Lease and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. Landlord and Tenant irrevocably consent to the jurisdiction and proper venue of such Commonwealth. If either party institutes a suit against the other for violation of or to enforce any covenant, term or condition of this Lease, the prevailing party shall be entitled to all of its costs and expenses, including, but not limited to, reasonable attorney's fees.

**32. PARTIAL  
INVALIDITY**

If any term of this Lease, or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and each term of this Lease shall be valid and enforceable to the fullest extent permitted by law.

**33. SUCCESSORS  
AND ASSIGNS**

The covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective legal representatives, successors and assigns and may not be changed orally but only by agreement in writing, signed by both parties.

**34. BROKER'S  
COMMISSIONS**

Tenant warrants and represents to Landlord that neither it nor any of its agents, servants or employees have had any dealings or negotiations with any broker or agent in connection with the Lease and agrees to pay, and shall hold Landlord harmless and indemnified from and against any and all costs, expenses (including attorney's fees) or liability for any compensation, commissions and charges claimed by any broker or agent (collectively "Brokers' Fees") on behalf of Tenant with respect to this Lease or the negotiation therefor. Landlord shall hold Tenant harmless and indemnify Tenant for all Brokers' Fees claimed by, under or on behalf of Landlord, provided Tenant's representations under this Section are true and accurate.

**35. FORCE  
MAJEURE**

If any dispute shall arise under the Lease as to whether Landlord or Tenant shall have commenced promptly, or within any limit of time specified in this Lease, or proceeded continuously and with any required repair, restoration, replacement or erection, due consideration shall be given to delays occasioned solely by acts of God or by strikes which affect both the building industry generally and the Premises specifically or by reason of any orders, directives or regulations of any governmental agency or board having jurisdiction over the Premises, making available the materials reasonably required for any such repair, restoration, replacement or erection, and to any unavoidable delay in adjusting any fire insurance loss. This provision shall not, however, apply to the payment of any Annual Base Rent or Additional Rent to be paid by Tenant under the provisions of this Lease, nor to any delay caused by Tenant's lack of funds.

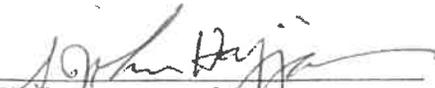
**36. GUARANTORS**

This Lease shall be secured by the personal guaranties of Colleen Kennedy-Muzio and Frank Muzio.



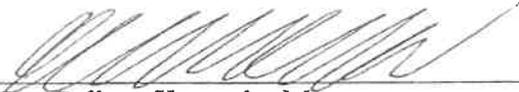
Landlord and Tenant have caused this Lease to be executed under seal on October 23, 2023.

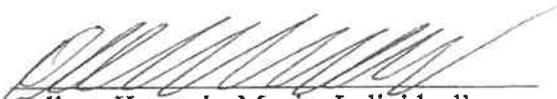
**LANDLORD:**

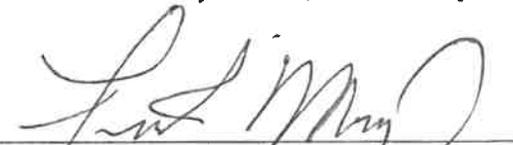
  
S. John Hajjar, Trustee of the  
Anchor Plaza Realty Trust

**TENANT:**

A Pet's Life, South Shore, LLC

  
By: Colleen Kennedy, Manager

  
Colleen Kennedy-Muzio, Individually

  
Frank Muzio, Individually

**EXHIBIT A**

**Site Plan**

(To Follow)

**EXHIBIT B**

**MEMORANDUM OF COMMENCEMENT DATE OF LEASE**

This Memorandum of Commencement Date of Lease (the "Memorandum") is made as of [\_\_\_\_\_] , 20[\_\_\_\_\_] by and between S. John Hajjar, as Trustee of Anchor Plaza Realty Trust (the "Landlord") and A Pet's Life, South Shore, LLC (the "Tenant"). Landlord and Tenant state and agree as follows:

1. Landlord and Tenant entered into a certain lease dated October 23, 2023 for the premises numbered and known as Suite 211-A of the building situated at 211 Lincoln Street, Hingham, MA (the "Lease").

2. The Commencement Date, as that term is defined in the Lease, is [\_\_\_\_\_] , 2023. The Term shall therefore expire on [\_\_\_\_\_] , 2028.

IN WITNESS WHEREOF, the undersigned have executed this Memorandum as of the date first written above.

**LANDLORD:**

\_\_\_\_\_  
S. John Hajjar, Trustee of the  
Anchor Plaza Realty Trust

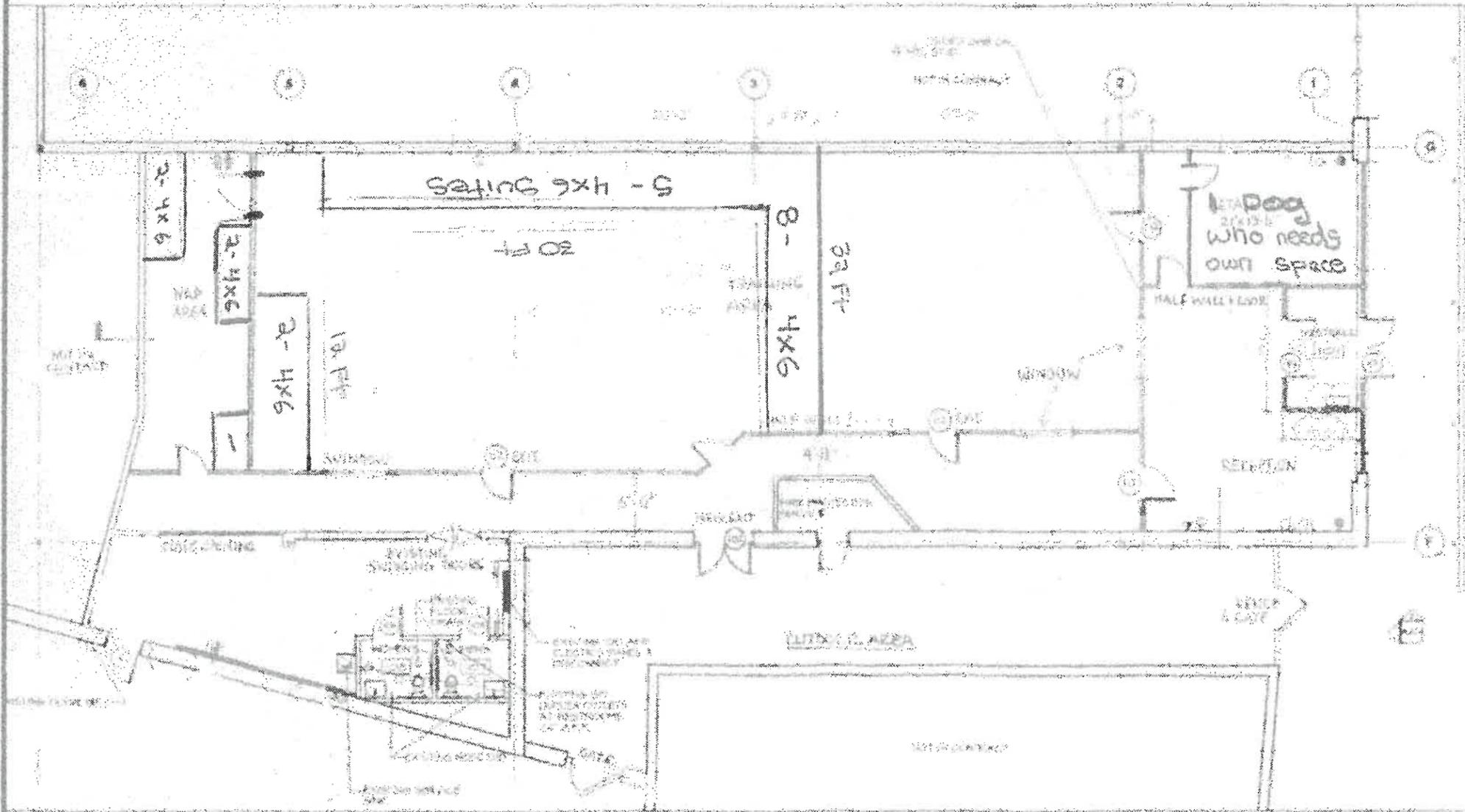
**TENANT:**

A Pet's Life, South Shore, LLC

  
\_\_\_\_\_  
By: Colleen Kennedy, Manager

RECEIVED  
 JAN 06 2026  
 Town Clerk  
 Hingham, MA

PARTITION LEGEND		PARTITION COMPONENTS				DOOR SCHEDULE				APERTURES		NOTES
1	GLASS PARTITION	GLASS	ALUMINUM	GLASS	GLASS	GLASS	GLASS	GLASS	GLASS	GLASS	GLASS	ALL WORK SHALL BE IN ACCORDANCE WITH THE 2021 MASSACHUSETTS BUILDING CODE AND ALL APPLICABLE REGULATIONS AND ORDINANCES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
2	GLASS PARTITION	GLASS	ALUMINUM	GLASS	GLASS	GLASS	GLASS	GLASS	GLASS	GLASS	GLASS	
3	GLASS PARTITION	GLASS	ALUMINUM	GLASS	GLASS	GLASS	GLASS	GLASS	GLASS	GLASS	GLASS	
4	GLASS PARTITION	GLASS	ALUMINUM	GLASS	GLASS	GLASS	GLASS	GLASS	GLASS	GLASS	GLASS	
		HARDWARE SETS				DOOR SCHEDULE		APERTURES		NOTES		
		SET 1: 1.000" ALUMINUM SET 2: 1.000" ALUMINUM SET 3: 1.000" ALUMINUM SET 4: 1.000" ALUMINUM				1.000" ALUMINUM 1.000" ALUMINUM 1.000" ALUMINUM 1.000" ALUMINUM		1.000" ALUMINUM 1.000" ALUMINUM 1.000" ALUMINUM 1.000" ALUMINUM		1.000" ALUMINUM 1.000" ALUMINUM 1.000" ALUMINUM 1.000" ALUMINUM		



1 Construction Plan  
 1/8" = 1'-0"



db2/ARCHitecture  
 21 Union Road  
 Hingham, MA 01904  
 Tel: 781 425 2280

PROJECT:  
 ADDRESS:  
 21 Union Road  
 Hingham, MA

TITLE:  
 Construction Plan

NO.:	DATE:
SCALE:	1/8" = 1'-0"
DATE:	