

BOSTON LAW GROUP, PC

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NOTICE OF BREACH OF LEASE 5-DAY NOTICE OF DEFAULT

Via First-Class Mail and Certified Mail No. 70223330000160789760

February 14, 2024

Sound Logic LLC
Attn: Stephen Francis Rosenberg
20 Linden Street, 1st Floor
Allston, MA 02134

Re: Notice of Breach of Lease, 5-Day Notice of Default - 20 Linden Street, First Floor, Allston, MA Lease – Partners Properties, LLC and Sound Logic LLC

Dear Sound Logic, LLC,

Please recall that this office represents Partners Properties LLC (“Landlord”), the landlord of the premises located at 20 Linden Street, First Floor, Allston, MA 02134 (the “Premises”) which Landlord leases to Sound Logic, LLC (“Tenant”) pursuant to that certain lease agreement between Landlord and Tenant dated March 2023 (The “Lease”). Please direct all correspondence in this matter to my attention.

This correspondence is to put Tenant on notice pursuant to Section 17.1 of the Lease that Tenant has failed to pay Rent and other amounts due under the Lease. If Tenant does not remedy this failure **within five (5) days of receipt of this notice**, Landlord reserves its rights, without limitation, to terminate the Lease, take possession of the Leased Premises, hold Tenant liable for Landlord’s damages, and seek all other remedies available under law, equity and the Lease.

As of the date hereof, Tenant owes Landlord **\$17,500** in unpaid Rent under the Lease. Additionally, Tenant owes **\$14,318.10** in Additional Rent (as defined in the Lease) to Landlord for utilities, CAM, real estate taxes, licenses and permits, and other amounts for a total of **\$31,818.10** due and owing as of the date hereof. Invoices detailing this are enclosed herewith. As these payments are more than five days late, ordinarily a 5% late fee of charge would be applied, but pursuant to Section 8.1 of the Lease, this 5% late fee is waived as this is the first late payment of Tenant in a 12-month period. Any and all subsequent late payments by Tenant within the next twelve months will be assessed this 5% late fee charge. This \$31,818.10 due and outstanding amount shall accrue interest at a rate of 1% every month pursuant to Section 8.2 pf the Lease.

Landlord hereby provides Tenant with five (5) days following receipt of this notice to remedy its violations of the Lease by paying **\$31,818.10** to Landlord.

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If Tenant fails to comply with Landlord's demand, Landlord reserves its right to hold Tenant in default of the Lease pursuant to Section 17.1 and exercise any and all of its rights in default under the Lease specified in Section 18 of the Lease, including its right to terminate the Lease, take possession of the Premises, and file suit against Tenant for all damages available under law, equity, and the Lease, along with Landlord's costs, expenses, and attorneys' fees as provided for in the Lease.

Please recall that pursuant to Section 19.2 and 19.4 of the Lease, upon Lease termination, Tenant is required to return the Premises to its condition at the beginning of the Lease or return it to Landlord in the condition to which it should have been thereafter improved, and that Tenant is liable to Landlord for any damages caused to the Premises occasioned by Tenant's alterations thereto. Upon Tenant's default of the Lease and Landlord's termination of the Lease, Landlord shall hold Tenant responsible for the costs to restore the Premises to its original condition at the initiation of the Lease. **As Tenant has caused significant damages to the Premises, Landlord estimates that the cost of restoring the Premises to the condition required by the Lease will cost approximately one million dollars (\$1,000,000).**

Landlord's acceptance of any money from Tenant after five (5) days of the date of receipt of this notice shall be deemed to be for use, occupancy and outstanding amounts only and shall not be deemed a waiver of any conduct or incident that gives rise or may give rise to default, termination, and/or eviction.

Please note that Landlord has complied with its obligations under the Lease, and Tenant's alleged excuse for withholding rent is simply a pretext to avoid paying amounts due under the Lease. Indeed, Tenant's buildout has been painstakingly slow since it took possession. Despite Tenant taking possession approximately 11 months ago, Tenant's buildout is far from complete. Landlord visited the Premises a few weeks ago and noticed that the buildout has effectively stopped, Tenant has not even roughed-in plumbing or electrical, and the Premises is nowhere near ready for its permitted use. A claim that any action or inaction by Landlord has led to Tenant not being able to use Premises for a nightclub is therefore baseless as Tenant is many months away from being able to operate a business out of the Premises.

This letter is not intended to constitute a full statement of all facts, rights or claims relating to this matter, nor is it intended as a waiver, release or relinquishment of any rights or remedies available to my client, whether legal or equitable, all of which are hereby expressly reserved.

Should you wish to contact me directly about this matter, you may reach me at 617-928-1805 or at frank@bostonlawgroup.com.

Very truly yours,



Frank Scardino

Partners Properties LLC
 LINDEN BUSINESS CENTER
 1512 HANCOCK STREET
 QUINCY, MA 02169

Invoice

Date	Invoice #
12/31/2023	Util

Bill To
SOUND LOGIC LLC

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			12/29/2023			

Quantity	Item Code	Description	Price Each	Amount
0.074	NSTAR	ELECTRICITY, NSTAR 7.4%	5,342.70	395.36
0.074	CASELLA	TRASH REMOVAL 7.4%	1,618.76	119.79
0.074	WATER/SEWER	BOSTON WATER AND SEWER COMMISSION 7.4%	2,156.36	159.57
0.074	NATIONAL GRID	GAS 7.4%	1,571.35	116.28
	CAM	Estimated CAM for the fist year (\$7 * 3000 Square feet /12) \$1750.00 Per Month	1,750.00	1,750.00
	NNN	Real Estate tax Reimbursement 7.4% of estimated tax \$240,000 / Year / 12 months	1,500.00	1,500.00

Total \$4,041.00

Partners Properties LLC
LINDEN BUSINESS CENTER
1512 HANCOCK STREET
QUINCY, MA 02169

Invoice

Date	Invoice #
1/1/2024	Jan

Bill To
SOUND LOGIC LLC

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	OFFICE RENT	8,750.00	8.750.00
Total			\$8.750.00

Partners Properties LLC
 LINDEN BUSINESS CENTER
 1512 HANCOCK STREET
 QUINCY, MA 02169

Invoice

Date	Invoice #
1/31/2024	Util

Bill To
SOUND LOGIC LLC

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			1/31/2024			

Quantity	Item Code	Description	Price Each	Amount
0.074	NSTAR	ELECTRICITY, NSTAR 7.4%	6,414.45	474.67
0.074	CASELLA	TRASH REMOVAL 7.4%	1,712.40	126.72
0.074	WATER/SEWER	BOSTON WATER AND SEWER COMMISSION 7.4%	2,154.86	159.46
0.074	NATIONAL GRID	GAS 7.4%	2,072.36	153.35
	CAM	Estimated CAM for the fist year (\$7 * 3000 Square feet /12) \$1750.00 Per Month	1,750.00	1,750.00
	NNN	Real Estate tax Reimbursement 7.4% of estimated tax \$240,000 / Year / 12 months	1,500.00	1,500.00

Total \$4,164.20

Partners Properties LLC
LINDEN BUSINESS CENTER
1512 HANCOCK STREET
QUINCY, MA 02169

Invoice

Date	Invoice #
1/27/2024	Maintenance

Bill To
SOUND LOGIC LLC

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	Fire alarm disconnected	450.00	450.00
Total			\$450.00

Partners Properties LLC

Invoice

LINDEN BUSINESS CENTER
 1512 HANCOCK STREET
 QUINCY, MA 02169

Date	Invoice #
12/29/2023	Jan 26

Bill To
SOUND LOGIC LLC

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			12/29/2023			

Quantity	Item Code	Description	Price Each	Amount
1	LICENSES AND P...	Licenses and Permits	5,662.90	5,662.90

Total			\$5,662.90
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Partners Properties LLC
 LINDEN BUSINESS CENTER
 1512 HANCOCK STREET
 QUINCY, MA 02169

Invoice

Date	Invoice #
2/1/2024	Feb

Bill To
SOUND LOGIC LLC

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	OFFICE RENT (Increase March 2024)	8.750.00	8.750.00
		Total	\$8.750.00