

COMMONWEALTH OF MASSACHUSETTS  
THE TRIAL COURT

SUFFOLK, ss

SUPERIOR COURT

BP HANCOCK LLC,

Plaintiff,

v.

VINEYARD OFFSHORE LLC,

Defendant

CIVIL ACTION NO.

kg

**COMPLAINT FOR BREACH OF LEASE AND MONETARY DAMAGES**

This is an action to recover monetary damages resulting from Tenant, Vineyard Offshore LLC's material breaches of its written lease agreement with Landlord, BP Hancock LLC, and to enforce Tenant's continuing obligations thereunder. Tenant has been in default since March 1, 2026, after it failed to pay Rent and other charges due under the Lease and to replenish its security deposit. Despite multiple written notices of default from Landlord, Tenant has failed to cure its continuing breaches. Accordingly, Landlord is entitled to enforce the Lease and recover all amounts due thereunder, including unpaid rent and other charges, the amount necessary to restore the security deposit to the level required by the Lease, and Landlord's costs and expenses of enforcement, including attorneys' fees.

**PARTIES**

1. Plaintiff, BP Hancock LLC ("**Landlord**") is a Delaware limited liability company, with a principal office located at 800 Boylston Street, Suite 1900, Boston, Massachusetts 02199.
2. Defendant Vineyard Offshore LLC ("**Tenant**") is a Delaware limited liability company, with a principal office located at 200 Clarendon Street, 18<sup>th</sup> Floor, Boston, Massachusetts 02109.

## THE LEASE

3. By Lease dated March 17, 2023 (the “**Lease**”), Tenant leased from Landlord 28,370 rentable square feet of space, constituting the entire eighteenth floor (the “**Premises**”) of the building known and numbered as 200 Clarendon Street, Boston, Massachusetts 02109 (the “**Building**”). A true and accurate copy of the Lease is attached as Exhibit A.

4. The Commencement Date of the Lease was March 23, 2023.

5. Under Section 1.1 of the Lease, the Lease Term commenced on March 23, 2023, and continued for eighty-four (84) calendar months, plus any partial month immediately following the Commencement Date.

6. Under Section 5.1 of the Lease:

Tenant agree[d] to pay to Landlord, on the Commencement Date, and thereafter monthly, in advance on the first day of each and every calendar month during the Original Lease Term, a sum equal to one-twelfth (1/12th) of the Annual Fixed Rent specified in Section 1.1 hereof....Additional Rent payable by Tenant on a monthly basis, as elsewhere provided in this Lease...shall commence on the Commencement Date and other provisions of this Lease calling for monthly payments shall be read as incorporating this undertaking by Tenant.

7. As of the date of this Complaint, and in accordance with the Annual Fixed Rent schedule under Section 1.1 of the Lease, Tenant is obligated to pay monthly Rent in the amount of \$198,584.02.

8. Tenant further covenanted: “To pay when due all Annual Fixed Rent and Additional Rent and all charges for utility services rendered to the Premises” during the Lease Term. *See* Lease, § 11.1.

9. At the commencement of the Lease Term, Tenant delivered to Landlord a security deposit in the amount of \$368,810.00 “to be held and applied by Landlord pursuant to Section 16.26 of the Lease” (the “**Security Deposit**”). *See* Lease, § 1.1.

10. Section 16.26 of the Lease provides, in pertinent part:

If, in Section 1.1 hereof, a security deposit is specified, Tenant agrees that...Landlord shall have the right from time to time without prejudice to any other remedy Landlord may have on account thereof, to apply such deposit, or any part thereof, to Landlord's damages arising from any default on the part of Tenant. If Landlord so applies all or any portion of such deposit, Tenant shall within seven (7) days after notice from Landlord delivery cash to Landlord in an amount sufficient to restore such deposit to the full amount stated in Section 1.1....

#### TENANT'S BREACH OF THE LEASE

11. Tenant did not pay its monthly installment of Annual Fixed Rent, Additional Rent and other charges due under the Lease (the "**March Rent**") when due on March 1, 2026, or within five days thereafter.

12. Under Section 15.1 of the Lease:

Tenant shall be in default if, at any time during the Lease Term, any one or more of the following events (hereinafter called an "Event of Default" a "default of Tenant" or similar reference) shall occur and not be cured prior to the expiration of the grace period (if any) herein provided, as follows:

- (a) Tenant shall fail to pay any installment of the Annual Fixed Rent, or any Additional Rent or any other monetary amount due under this Lease on or before the date on which the same becomes due and payable, and such failure continues for five (5) business days after notice from Landlord thereto.

13. By Notice of Default dated March 18, 2026, Landlord notified Tenant, pursuant to Section 15.1 of the Lease, that Tenant had failed to pay March Rent in the collective amount of \$281,990.60 (the "**First Default Notice**"). A true and accurate copy of the First Default Notice is attached as Exhibit B.

14. The First Default Notice further advised Tenant that Tenant's failure to cure the stated defaults within five (5) business days would entitle Landlord to exercise its remedies for Tenant default, including termination of the Lease.

15. Tenant failed to pay the outstanding March Rent within five (5) business days after receipt of the First Default Notice.

16. On March 27, 2026, Landlord sent further written notice to Tenant advising that, pursuant to Section 16.26 of the Lease, Landlord had applied a portion of the Security Deposit held thereunder in the amount of \$281,990.60 toward Landlord's damages arising from Tenant's failure to pay March Rent (the "**First Replenishment Notice**"). A true and accurate copy of the First Replenishment Notice is attached as Exhibit C.

17. As explained in the First Replenishment Notice, under Section 16.26 of the Lease, Tenant was required to deliver cash to Landlord within seven (7) days in an amount sufficient to restore the Security Deposit to the full amount stated in Section 1.1.

18. Under Section 16.26, Tenant's failure to replenish the Security Deposit would constitute an additional default, entitling Landlord to proceed with its remedies for Tenant default.

19. Tenant failed to deliver \$281,990.60 in cash to Landlord within seven (7) days of the First Replenishment Notice as required by Sections 1.1 and 16.26 of the Lease.

#### **TENANT'S CONTINUING EVENTS OF DEFAULT**

20. Tenant did not pay its monthly installment of Annual Fixed Rent, Additional Rent and other charges due under the Lease (the "**April Rent**") when due on April 1, 2026, or within five days thereafter.

21. By Notice of Default dated April 7, 2026, Landlord sent another notice to Tenant pursuant to Section 15.1 of the Lease advising that it had failed to pay certain other charges due under the Lease, accruing since the First Replenishment Notice, in the total amount of \$301,677.25 (the "**Second Default Notice**"). A true and accurate copy of the Second Default Notice is attached as Exhibit D.

22. The Second Default Notice further advised Tenant that, notwithstanding Tenant's March 18 Notice to Landlord, Tenant's failure to cure its defaults within five (5) business days

would entitle Landlord to exercise its remedies for Tenant default, including termination of the Lease.

23. Tenant failed to pay the outstanding April Rent within five (5) business days after receipt of the Second Default Notice.

24. On April 28, 2026, Landlord sent further written notice to Tenant advising that, pursuant to Section 16.26 of the Lease, Landlord had applied the remainder of the Security Deposit in the amount of \$86,819.40 toward Landlord's damages arising from Tenant's failure to pay April Rent (the "**Second Replenishment Notice**"). A true and accurate copy of the Second Replenishment Notice is attached as Exhibit E.

25. Tenant failed to deliver cash to Landlord within seven (7) days of the First Replenishment Notice, now in the amount of \$386,810.00, as required by Sections 1.1 and 16.26 of the Lease.

26. Tenant did not pay its monthly installment of Annual Fixed Rent, Additional Rent and other charges due under the Lease (the "**May Rent**") when due on May 1, 2026, or within five days thereafter.

27. By Notice of Continuing Events of Default dated May 21, 2026, Landlord notified Tenant that its failure to pay March, April, and May Rent, and to restore the full amount of the Security Deposit each constituted a continuing Event of Default under the Lease (the "**Notice of Continuing Events of Default**"). A true and accurate copy of the Notice of Continuing Events of Default is attached as Exhibit F.

#### **LANDLORD'S DAMAGES**

28. Under Section 16.21 of the Lease:

If Landlord shall not have received any payment or installment of Annual Fixed Rent or Additional Rent (the "Outstanding Amount") on or before the date on which the same first becomes payable under this Lease (the "Due Date"), the amount of

such payment or installment shall incur a late charge equal to the sum of: (a) five percent (5%) of the Outstanding Amount for administration and bookkeeping costs associated with the late payment and (b) interest on the Outstanding Amount from the Due Date through and including the date such payment or installment is received by Landlord, at a rate equal to the lesser of (i) the rate announced by Bank of America, N.A. (or its successor) from time to time as its prime or base rate (or if such rate is no longer available, a comparable rate reasonably selected by Landlord), plus two percent (2%), or (ii) the maximum applicable legal rate, if any. Such interest shall be deemed Additional Rent and shall be paid by Tenant to Landlord upon demand.

29. As of the date of this Complaint, Tenant owes Landlord \$824,338.99 in Rent, Additional Rent, and late fees as reflected on the ledger, attached as Exhibit G.

30. Furthermore, Tenant remains obligated to replenish the Security Deposit in the full amount of \$386,810.00 as provided under Section 16.26 of the Lease.

31. Under Section 15.3 of the Lease, Landlord is entitled to recover all reasonable expenses incurred with reletting the Premises, including, without limitation, remodeling costs, brokerage fees, marketing expenses, and other reletting charges.

**COUNT I  
BREACH OF CONTRACT**

1. Landlord repeats and restates the allegations in the preceding paragraphs as if stated here.

2. Landlord and Tenant are parties to an enforceable Lease for the Premises.

3. The Lease constitutes a binding agreement between the parties.

4. Tenant is obligated to pay a regular monthly installment of Annual Fixed Rent, Additional Rent, and other charges due under the Lease on or before the first day of each calendar month.

5. Tenant has not paid its regular monthly installment of Annual Fixed Rent to Landlord for the months of March, April, May, and June 2026.

6. Tenant has not paid its regular monthly installment of Additional Rent to Landlord for the months of March, April, May, and June 2026.

7. Tenant has not paid its regular monthly installment of any other charges due under the Lease to Landlord for the months of March, April, May, and June 2026.

8. Tenant has also failed to replenish or replace its Security Deposit.

9. Each month that Tenant fails to pay Annual Fixed Rent, Additional Rent, and other charges constitutes an independent and continuing Event of Default under the Lease.

10. Tenant remains liable to Landlord for all unpaid, past-due Annual Fixed Rent, Additional Rent, and other charges under the Lease, as those amounts come due.

11. Tenant remains liable to Landlord for the full replenishment of its Security Deposit.

12. Tenant's past-due arrearage balance currently totals \$824,338.99 and continues to accrue late charges under Section 16.21 of the Lease.

13. Landlord has been damaged as a result of Tenant's breach and continuing breaches of its obligations under the Lease.

14. Under Section 11.7, Tenant covenanted: "To pay, as Additional Rent, all reasonable costs, counsel and other fees incurred by Landlord in connection with the successful enforcement by Landlord of any obligations of Tenant under this Lease or in connection with any bankruptcy case involving Tenant or any guarantor."

15. Tenant remains liable for all future amounts due under the Lease until the end of the Lease Term.

**WHEREFORE**, Landlord respectfully requests that this Court:

- A. Declare that Tenant is in default of its obligations under the Lease;
- B. Enter judgment against Tenant for Tenant's breach of its obligations to pay Annual Fixed Rent, Additional Rent, and other sums due under the Lease;
- C. Order Tenant to replenish its Security Deposit;
- D. Determine and award damages in an appropriate amount, plus costs, interest, and attorneys' fees as permitted under Section 11.7 of the Lease, at law, and/or in equity; and
- E. Grant such other relief as the Court deems just and equitable.

Landlord requests a bench trial in this Action.

Respectfully submitted,

**BP HANCOCK LLC,**

By its attorneys,

*/s/ Kate Moran Carter*

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