



Town of Reading
Meeting Posting with Agenda

Board - Committee - Commission - Council:

Select Board

Date: 2022-03-22

Time: 7:00 PM

Building: Reading Town Hall

Location: Select Board Meeting Room

Address: 16 Lowell Street

Agenda: Revised

Purpose: General Business

Meeting Called By: Jacquelyn LaVerde on behalf of Chair Karen Herrick

Notices and agendas are to be posted 48 hours in advance of the meetings excluding **Saturdays, Sundays and Legal Holidays. Please keep in mind the Town Clerk's hours of operation** and make necessary arrangements to be sure your posting is made in an adequate amount of time. A listing of topics that the chair reasonably anticipates will be discussed at the meeting must be on the agenda.

All Meeting Postings must be submitted in typed format; handwritten notices will not be accepted.

Topics of Discussion:

	<p><i>This Meeting will be held in-person in the Select Board Meeting Room at Town Hall and remotely on Zoom. It will also be streamed live on RCTV as usual.</i></p> <p>Join Zoom Meeting https://us06web.zoom.us/j/86837735906</p> <p>Meeting ID: 868 3773 5906 One tap mobile +16465189805,,86837735906# US (New York) +16465588656,,86837735906# US (New York)</p> <p>Dial by your location +1 646 518 9805 US (New York) +1 646 558 8656 US (New York) Meeting ID: 868 3773 5906 Find your local number: https://us06web.zoom.us/u/kbdAwc8Xsl</p>	
7:00	Overview of Meeting	
7:05	Service Recognition for Anne Landry	
7:10	SB Liaison & Town Manager Reports	
7:15	Public Comment	
7:30	Public Hearing: Approve Transfer of Liquor License - 530 Main Street	10

This Agenda has been prepared in advance and represents a listing of topics that the chair reasonably anticipates will be discussed at the meeting. However the agenda does not necessarily include all matters which may be taken up at this meeting.



Town of Reading
Meeting Posting with Agenda

7:40	Introduce Sudeshna Chatterjee, Director for Equity and Social Justice	
7:50	Update on New Town Website	
8:00	Discuss email policy for Volunteer Board/Committee Members	
8:15	Haven Street Lighting Project	123
8:30	PARC – Presentation of Recommendations	135
9:15	Update on MBTA Communities Guidance	168
9:30	ReCalc - Presentation and Updates	178
	Discuss Future Agendas	
	Approve Meeting Minutes: <ul style="list-style-type: none">March 1, 2022	187

*Originally posted March 15, 2022, at 1:22 pm. Revised March 16, 2022 to add agenda item "Service Recognition for Anne Landry".



Office of the Town Manager
16 Lowell Street
Reading, MA 01867

781-942-9043

townmanager@ci.reading.ma.us
www.readingma.gov/town-manager

To: Select Board
From: Fidel A. Maltez
Date: March 21, 2022
RE: Town Manager Memo for March 22nd, 2022 meeting

As I enter my 6th week in the role as Town Manager, I continue to be energized by our staff and residents. Thank you to the YMCA, who held an awesome coffee hour on March 16 and gave me an opportunity to meet our wonderful residents. With the help of the Chamber of Commerce, I will be holding two coffee hours on March 24, one at Reading Cooperative Bank and another at the Tin Bucket, aimed at meeting businesses in our downtown.

I deeply believe that a vibrant downtown is instrumental to the health of our community. At Winterfest, we saw how much value our community gets from programming that brings residents together. Winterfest was a huge success and I commend the Chamber of Commerce for doing most of the work to arrange this event. A Business Improvement District (BID) can help us with additional programming, beautification efforts and providing support to our downtown businesses. After reviewing with Town Counsel, I have signed on the Town properties to the Business Improvement District. Municipal properties are exempt from property tax, the Town will not pay any fees into the BID. Instead, the Town will negotiate a Memorandum of Agreement (MOA) with the BID to document the level of baseline services currently provided by the municipality, and to memorialize any additional services or fees the municipality will provide to the district. I will make sure that all of the services committed by the Town are in-kind only and are consistent with the services we provide today. The MOU will not include any out-of-pocket, financial contributions from the Town to the BID. The BID committee continues to make great progress with signing properties on; once they reach the required 60% of property owners, the BID will come before the Select Board for a formal vote.

Our staff continues to prepare for April Town Meeting. We are very excited that FinCom voted on our FY2023 budget and the Town Meeting Articles. I am meeting this week with Town Counsel to finalize the Town Warrant Book. I am also excited to announce that we will be hosting several Town Meeting 101 sessions in April with our Town Moderator, Town Clerk and several long time Town Meeting members. We will hold in person sessions at the Reading Public Library, and will also record them, with the help of RCTV, so they can be available anytime for our residents.

Finally, I would like to thank Select Board Member Anne Landry for all her support in my hiring and transition into the position of Town Manager. Ms. Landry is a kind person who has provided a wealth of

advice and answered many questions. I have heard from many residents and staff that she had a large impact during her tenure on the Select Board and I know that she will be missed.

FAM

<u>Date Received</u>	<u>Sender</u>	<u>Topic</u>	<u>SB Respo</u>	<u>Staff Response Required?</u>	<u>Response Date</u>	<u>Follow up Comments</u>	<u>Closed</u>	
			Board update for March 22nd meeting below					
2/27/2022	Mary Ellen O'Neill	Sidewalks	FAM		2/27/2022	DPW clearing them	yes	
2/27/2022	Mary Ellen O'Neill	Sidewalk Follow-Up						
2/28/2022	Anne Coneeney	Flooding issue in yards of lower Temple and Woburn Streets						
3/1/2022	Angela Binda	Birch Meadow funding - CIP						
3/1/2022	Joseph DiGiovanni	Feedback about 34 Deborah Drive Accessory Apartment						
3/2/2022	Alicia Williams	Town Manager Severance						
3/7/2022	Kendra Cooper	Re: 34 Deborah Drive Accessory Apartment- Special Permit Hearing/Plans 5/1/22						

2022		DRAFT - SELECT BOARD AGENDAS		2022	
3/17/2022		Staff Responsibility		Estimated start time	
March 22, 2022		Tuesday			
	Overview of Meeting	Herrick		7:00	
	Service Recognition for Anne Landry	Board		7:05	
	SB Liaison & Town Manager Reports	Board		7:10	
	Public Comment	Board		7:15	
Public Hearing	Approve Transfer of Liquor License - 530 Main Street	Maltez		7:30	
	Introduce Sudeshna Chatterjee, Director for Equity and Social Justice	Maltez & Lannon		7:40	
	Update on New Town Website	Kraunelis & Wellman		7:50	
	Discuss email policy for Volunteer Board/Committee Members	Kraunelis		8:00	
	Haven Street Lighting Project	Schaeffer		8:15	
	PARC – Presentation of Recommendations	PARC		8:30	
	Update on MBTA Communities Guidance	Mercier		9:15	
	ReCalc - Presentation and Updates	ReCalc		9:30	
	Discuss Future Agendas	Board			
	Approve Meeting Minutes	Board			
March 23, 2022	FINCOM Budget Meeting (Votes)	Wednesday			
April 5, 2022	Local Elections	Tuesday			
April 19, 2022		Tuesday			
	Select Board Vote to Reorganize	Maltez, then New Chair		7:00	
	Present options of Water & Sewer Rates				
	Discuss Process for BCCs to request funds from				
Public Hearing	Discuss Removal of Trails Committee Member				
	Town Board & Committee visits				
	Town Department visits				
	Liaison member visits				
	Discuss Process, Needs, and Priorities for Land Use	Board			
	Evaluate Earmarks for FY23 State Budget	Board			
	Discuss creation of spending categories for ARPA				
April 25, 2022	Annual Town Meeting I	Monday			
April 28, 2022	Annual Town Meeting II	Thursday			
May 2, 2022	Annual Town Meeting III	Monday			
May 3, 2022		Tuesday			
May 5, 2022	Annual Town Meeting IV	Thursday			
May 17, 2022		Tuesday			

2022		DRAFT - SELECT BOARD AGENDAS		2022	
		Staff Responsibility	Estimated start time		
3/17/2022					
HEARING	Discuss/Vote on FY23 Non-Union Classification & Compensation Schedules	Maltez			
<i>HEARING</i>	<i>Vote to Approve Town Personnel Policy and SB Policies: Article 6 Personnel Related Policies (if ready)</i>	<i>Donahue</i>			
	Discuss/Vote on Regional Affordable Housing Inter Municipal Agreement	Mercier			
	Discuss and Plan Juneteenth Holiday	Board			
	VASC meetings TBA				
May 31, 2022		Tuesday			
June 14, 2021		Tuesday			
June 28, 2022		Tuesday			
July 19, 2022		Tuesday			
August 9, 2022		Tuesday			
August 30, 2022		Tuesday			
September 6, 2022	State Primary Election	Tuesday			
September 13, 2022		Tuesday			
September 20, 2022		Tuesday			
	Vote to Close Subsequent Town Meeting Warrant				
October 11, 2022		Tuesday			
October 25, 2022		Tuesday			
HEARING	Tax Classification	Santaniello & Board of Assessors			
November 8, 2022	State Election	Tuesday			
November 14, 2022	Subsequent Town Meeting I	Monday			
November 15, 2022		Tuesday			
November 17, 2022	Subsequent Town Meeting II	Thursday			
November 21, 2022	Subsequent Town Meeting III	Monday			
November 22, 2022		Tuesday			

2022		DRAFT - SELECT BOARD AGENDAS		2022	
3/17/2022		Staff Responsibility	Estimated start time		
November 28, 2022	Subsequent Town Meeting IV	Monday			
December 6, 2022		Tuesday			
	Vote to Approve Licenses (delegated to Town Manager's Office)				
	Vote to Approve Liquor Licenses				
December 7, 2022		Wednesday			
	Town Department FY24 budgets				
December 13, 2022		Tuesday			
	Town Department FY24 budgets				
December 14, 2022		Wednesday			
	Town Department FY24 budgets (if needed)				
	Future Meetings - Agenda Items				
	Discuss Symonds Way property	Board			
	Discuss Early Sunday Hours at Recreational Fields & Parks	Rec Comm			
	Discuss/Vote to adopt Birch Meadow Master Plan (discuss with Town Counsel in advance)	Rec Comm			
	Public Safety Quarterly updates	Landry/ Dockser			
	Air BnB update	CPDC			
	Update on 186 Summer Ave / Review of Select Board role (consult with Town Counsel)	Town Counsel			
	Vote to Approve Resolution Clarifying Official Town Website	Haley/Bacci			
	Public Safety Badge Pinning Ceremony	Landry/ Dockser			
	Discuss Police Department Policies with respect to Police Reform Legislation & Department Accreditation	Landry/ Dockser			
	Discuss and Approve Flag Policy	Board			
	Discuss Tree Lawn Pesticide Policy	BOH			
	Recurring Agenda Items				
	Close Warrant: Annual Town Meeting	March		3/1/2022	
	Close Warrant: Subsequent Town Meeting	September		9/27/2022	
	Appoint Town Accountant	March		Annual	
HEARING	Approve Classification & Compensation	May		Annual	
	Appointments of Boards & Committees	May/June		Annual	
HEARING	Approve Tax Classification	October		Annual	
HEARING	Approve Licenses	December		Annual	
	Liaison: RCTV members Report			Annual	
	Liaison: CAB (RMLD) member Report			Annual	
	Liaison: MAPC member Report			Annual	
	Liaison: Reading Housing Authority Report			Annual	

2022		DRAFT - SELECT BOARD AGENDAS		2022	
<i>3/17/2022</i>		Staff Responsibility	Estimated start time		
	Liaison: Reading Ice Arena Report		Annual		
	Town Accountant Report		Qtrly		
	Economic Development Director		Semi-ann		
	Parking/Traffic/Transportation Task Force				
	Town Board & Committee visits				
	Town Department visits				
	Review Select Board Goals				
	Review Town Manager Goals				

LEGAL NOTICE



TOWN OF READING

To the Inhabitants of the Town of Reading:

Please take notice that the Select Board of the Town of Reading will hold a public hearing on March 22, 2022 at 7:30 p.m. in the Select Board Meeting Room, 16 Lowell Street, Reading, Massachusetts, and remotely via Zoom, on the proposed transfer of an Annual Restaurant All Alcohol License (M.G.L. c.138, §12), located at 530 Main Street, Reading, from Unagi Servers, Inc. d/b/a Biltmore & Main Bar and Grill, to The VI, Incorporated, d/b/a Public Kitchen. The Applicant proposes Michelle Marcoulier-Shaw as the Licensed Manager.

The Application seeks only to transfer the existing license to a new legal entity. The Application does not seek to move the existing license to a new location.

A copy of the proposed documents regarding this topic will be available in the Select Board packet on the website at www.readingma.gov.

All interested parties are invited to attend the hearing, or may submit their comments in writing or by email prior to 6:00 p.m. on March 22, 2022 to townmanager@ci.reading.ma.us

By order of
Fidel Maltez
Town Manager

220282

3/8/22

Rodney G. Hoffman Author Title
rhoffman@bdboston.com

February 23, 2022

BY HAND

Town Manager
Town Hall
16 Lowell Street,
Reading, MA 01867

RE: The VI, Incorporated;
Application for Transfer of Liquor License of 530 Main Street, Reading
("Application")

Dear Sir,

On behalf of The VI, Incorporated (the "Applicant"), enclosed please find its Application for Transfer of License for the All Alcohol license 0005-RS-1016 held by Unagi Server, Inc. ("Current License Holder") d/b/a Biltmore & Main Bar and Grill located at 530 Main Street, Reading.

In connection with the Application, the following are enclosed:

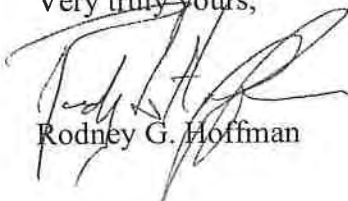
1. Transmittal
2. DOR Certificate of Good Standing for Current License Holder
3. DUA Certificate of Compliance for Current License Holder
4. Transfer Application of Applicant
5. Manager Application of Michelle Marcoulier-Shaw
6. Proof of Citizenship of Michelle Marcoulier-Shaw
7. Corporate Vote of the Applicant
8. Articles of Organization of the Applicant
9. CORI Authorization Form of Principals of Applicant
10. Purchase and Sale Agreement between Applicant and Current License Holder

Town Manager
February 23, 2022
Page 2

11. Right to Occupy 530 Main Street, Reading – Lease and Lease Assignment
12. Floor Plan and Layout of 530 Main Street, Reading
13. Supporting Financial Documentation – savings and checking account statements of JRMM, Inc. as of 12/31/21

Please feel free to contact either Glenn Alberich or me if there are any questions regarding the Application.

Very truly yours,



Rodney G. Hoffman

RGH:cjb
enclosures as stated

cc: Richard Talieri (w/o enclosures)
Joseph Dinarello (w/o enclosures)
H. Glenn Alberich (w/o enclosures)



The Commonwealth of Massachusetts
 Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
 www.mass.gov/abcc

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
 MONETARY TRANSMITTAL FORM

APPLICATION FOR A TRANSFER OF LICENSE

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL LICENSING AUTHORITY.

ECRT CODE: RETA

Please make \$200.00 payment here: [ABCC PAYMENT WEBSITE](#)

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN STATE ZIP CODE

For the following transactions (Check all that apply):

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input checked="" type="checkbox"/> Transfer of License | <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Change of License Type (i.e. club / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | | <input type="checkbox"/> Other <input type="text"/> | <input type="checkbox"/> Change of DBA |

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL FORM ALONG WITH COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3
 Chelsea, MA 02150-2358

Application for Transfer of License

The VI, Incorporated

**DOR Certificate of Good Standing of
Good N U Hospitality Group LLC***

*Good N U Hospitality Group LLC is the entity that operates several restaurants that are commonly owned, including the 530 Main Street, Reading restaurant



mass.gov/dor

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



GOOD N U HOSPITALITY GROUP LLC C
1215 CHESTNUT ST
NEWTON MA 02464-1308

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, GOOD N U HOSPITALITY GROUP LLC C is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

Visit us online!

Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief
Collections Bureau

Application for Transfer of License

The VI, Incorporated

**DUA Certificate of Compliance of
Good N U Hospitality Group LLC***

*Good N U Hospitality Group LLC is the entity that operates several restaurants that are commonly owned, including the 530 Main Street, Reading restaurant



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE

Charles D. Baker
GOVERNOR

Karyn E. Polito
LT. GOVERNOR



387940222

Rosalin Acosta
SECRETARY

Richard A. Jeffers
DIRECTOR

GOOD N U HOSPITALITY GROUP LLC
1215 CHESTNUT STREET
NEWTON UPPER FALLS, MA 02464

EAN: 22064540
February 15, 2022

Certificate Id:56322

The Department of Unemployment Assistance certifies that as of 2/15/2022 ,GOOD N U HOSPITALITY GROUP LLC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

Richard A. Jeffers, Director

Department of Unemployment Assistance

Application for Transfer of License

The VI, Incorporated

Transfer Application



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
 95 Fourth Street, Suite 3, Chelsea, MA 02150-2358
 www.mass.gov/abcc

APPLICATION FOR A TRANSFER OF LICENSE

Municipality

1. TRANSACTION INFORMATION

- | | | |
|---|---|---|
| <input checked="" type="checkbox"/> Transfer of License | <input type="checkbox"/> Pledge of Inventory | <input type="checkbox"/> Change of Class |
| <input type="checkbox"/> Alteration of Premises | <input type="checkbox"/> Pledge of License | <input type="checkbox"/> Change of Category |
| <input type="checkbox"/> Change of Location | <input type="checkbox"/> Pledge of Stock | <input type="checkbox"/> Change of License Type
(\$12 ONLY, e.g. "club" to "restaurant") |
| <input type="checkbox"/> Management/Operating Agreement | <input type="checkbox"/> Other <input type="text"/> | |

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

The Applicant is acquiring the assets of an existing licensee together with an assignment of its lease of the premises at 500 Main St., Reading, MA. The Applicant proposes to operate the restaurant as a second location of an operating restaurant - Public Kitchen - located at 397 Main St., Wakefield, MA. The majority owners of the Applicant are also the majority owners of the Wakefield location.

2. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
<input type="text" value="On-Premises-12"/>	<input type="text" value="\$12 Restaurant"/>	<input type="text" value="All Alcoholic Beverages"/>	<input type="text" value="Annual"/>

3. BUSINESS ENTITY INFORMATION

The entity that will be issued the license and have operational control of the premises.

Current or Seller's License Number FEIN

Entity Name

DBA Manager of Record

Street Address

Phone Email

Add'l Phone Website

4. DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. If this application alters the current premises, provide the specific changes from the last approved description. You must also submit a floor plan.

First floor restaurant and bar with office and alcohol storage on second level. First floor has large square bar room with bar tables; back dining room leading to fenced-in patio. Kitchen located on first floor off bar room. Two guest restrooms on first floor.

Total Sq. Footage	<input type="text" value="4,955"/>	Seating Capacity	<input type="text" value="180"/>	Occupancy Number	<input type="text" value="180"/>
Number of Entrances	<input type="text" value="3"/>	Number of Exits	<input type="text" value="6"/>	Number of Floors	<input type="text" value="1 + storage"/>

APPLICATION FOR A TRANSFER OF LICENSE

5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

Transferor Entity Name	Unagi Server, Inc.	By what means is the license being transferred?	Purchase
------------------------	--------------------	---	----------

List the individuals and entities of the current ownership. Attach additional pages if necessary utilizing the format below.

Name of Principal	Title/Position	Percentage of Ownership
David M. Rosenberg	President	100%

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLC Members, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:
On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers - At least 50% must be US citizens;
Off Premises(Liquor Store) Directors or LLC Managers - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB
Richard Talieri			
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
President, Secretary, Director	35%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input checked="" type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Joseph Dinarello			
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Treasurer, Director	35%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input checked="" type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Michelle Marcourlier-Shay			
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Director, Manager	15%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input checked="" type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Moris Flores			
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Director, Chef	15%	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input checked="" type="radio"/> Yes <input type="radio"/> No

APPLICATION FOR A TRANSFER OF LICENSE

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST (Continued...)

Name of Principal	Residential Address	SSN	DOB
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	MA Resident	
<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	

Name of Principal	Residential Address	SSN	DOB
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	MA Resident	
<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	

Name of Principal	Residential Address	SSN	DOB
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	MA Resident	
<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	

Additional pages attached? Yes No

CRIMINAL HISTORY
 Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions. Yes No

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE
 Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
Banaland, Inc.	All alcohol	Giacomo's	Melrose
SJJ, Corp.	Beer & Wine	Panza	Boston
Anchovies Acquisition LLC	All alcohol	Anchovies	Boston

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE
 Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	
Columbus Corporation	Beer & Wine	Giacomo's	

APPLICATION FOR A TRANSFER OF LICENSE

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled?
 Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

7. CORPORATE STRUCTURE

Entity Legal Structure Date of Incorporation

State of Incorporation Is the Corporation publicly traded? Yes No

8. OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

Will the Landlord receive revenue based on percentage of alcohol sales? Yes No

9. APPLICATION CONTACT

The application contact is the person who the licensing authorities should contact regarding this application.

Name:

Phone:

Title:

Email:

APPLICATION FOR A TRANSFER OF LICENSE

10. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	N/A
B. Purchase Price for Business Assets	\$275,000
C. Other* (Please specify)	N/A
D. Total Cost	\$275,000

*Other: (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):"

SOURCE OF CASH CONTRIBUTION

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
JRMM, Inc.	\$500,000
Total:	\$500,000

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

FINANCIAL INFORMATION

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

JRMM, Inc., the owner of the first Public Kitchen location in Wakefield, will fund the acquisition cost and initial capital for the Reading location. Principals of the applicant are also principals of JRMM, Inc.

11. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? Yes No

Please indicate what you are seeking to pledge (check all that apply) License Stock Inventory

To whom is the pledge being made?

12. MANAGER APPLICATION

A. MANAGER INFORMATION

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name Date of Birth SSN

Residential Address

Email Phone

Please indicate how many hours per week you intend to be on the licensed premises

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen? Yes No *Manager must be a U.S. Citizen
 If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime? Yes No
 If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
2018	present	Manager	JRMM, Inc. d/b/a Public Kitchen	Richard Talieri
2016	2018	Manager	Bananaland, Inc. d/b/a Giacomo's	Richard Talieri
2015	2016	operations manager	D'Amelio's	Antionette D'Amelio
2014	2015	bartender and operations mg	Absolutely Fabulous	Lori Muse

D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? Yes No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature Date

13. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement? Yes No

If yes, please fill out section 13.

Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

IMPORTANT NOTE: A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does not pertain to a liquor license manager that is employed directly by the entity.*

13A. MANAGEMENT ENTITY

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in the management Entity (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name	Address	Phone		
<input type="text"/>	<input type="text"/>	<input type="text"/>		
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB	
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	
Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?

If yes, attach an affidavit providing the details of any and all convictions.

Yes No

13B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES

LICENSE

Does any individual or entity identified in question 13A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

13C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 13A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

13D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 13A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Licensee Name	License Type	Municipality	Date(s) of Agreement

13E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question section 13B, 13C, 13D ever been suspended, revoked or cancelled?

Yes No If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

13F. TERMS OF AGREEMENT

- a. Does the agreement provide for termination by the licensee? Yes No
- b. Will the licensee retain control of the business finances? Yes No
- c. Does the management entity handle the payroll for the business? Yes No

d. Management Term Begin Date e. Management Term End Date

f. How will the management company be compensated by the licensee? (check all that apply)

- \$ per month/year (indicate amount)
- % of alcohol sales (indicate percentage)
- % of overall sales (indicate percentage)
- other (please explain)

ABCC Licensee Officer/LLC Manager

Signature:
 Title:
 Date:

Management Agreement Entity Officer/LLC Manager

Signature:
 Title:
 Date:

Application for Transfer of License

The VI, Incorporated

ADDITIONAL INFORMATION

6. See affidavits of Richard A. Talieri and Joseph A. Dinarello, attached.

6A. Interest In An Alcoholic Beverage License (continued)

JRMM, Inc.	All Alcohol	Public Kitchen	Wakefield
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6B. Previously Held Interest In An Alcoholic Beverages License (continued)

Mr. Dinarello had, but no longer has, an ownership interest in Columbus Corporation.

6C. The restaurant Anchovies, referenced in Section 6A, has been cited for a violation that has been scheduled for a hearing on March 22, 2022.

AFFIDAVIT
OF
RICHARD A. TALIERI

The undersigned, Richard A. Talieri, hereby swears and affirms the following in connection with the application of **The VI, Incorporated** (the "Applicant") to the Town of Reading, Massachusetts and the Massachusetts Alcoholic Beverages Control Commission for the transfer of the liquor license currently held by Unagi Server, Inc.:

1. I am a principal of the Applicant, holding a 35% interest in the company and serving as a Director and its President.
2. In March, 1992, I was charged in the Northern Berkshire District Court with three misdemeanor counts of possession of a false driver's license. The charges were continued without a finding. The case resulted in a non-conviction, is closed and may also now be sealed.
3. In November, 1992, I was charged in the Northern Berkshire District Court with misdemeanor counts of possession of a Class D controlled substance (marijuana) and of transporting alcoholic beverages as a minor. The charges were continued without a finding. The case resulted in a non-conviction, is closed and may also now be sealed.
4. In June, 1996, I was charged in the Boston District Court with misdemeanor counts of disorderly conduct and assault and battery. The charges were continued without a finding. The case resulted in a non-conviction, is closed and may also now be sealed.
5. I have not been charged in any criminal matter since.
6. Commencing in 2006, my acquisition and ownership interest in the four licensed establishments, as described in the pending application, have been approved by all relevant municipal licensing boards as well as by the ABCC.

Sworn to under the pains and penalties of perjury this ___ day of February, 2022.


Richard A. Talieri

AFFIDAVIT
OF
JOSEPH A. DINARELLO

The undersigned, Joseph A. Dinarello, hereby swears and affirms the following in connection with the application of **The VI, Incorporated** (the "Applicant) to the Town of Reading, Massachusetts and the Massachusetts Alcoholic Beverages Control Commission for the transfer of the liquor license currently held by Unagi Server, Inc.:

1. I am a principal of the Applicant, holding a 35% interest in the company and serving as a Director and Treasurer.
2. In August, 1991, I was driving under the influence of alcohol and caused an accident in Medford, MA in which three parked cars were seriously damaged and my own car was totaled. There were no injuries to anyone other than me.
3. As a result of the accident, I was charged with Driving Under the Influence and Driving to Endanger.
4. I admitted to sufficient facts and the charges were continued without a finding. My probation included the payment of a fine and the suspension of my driver's license for a period of time.
5. I successfully completed my probation and, since that 1991 event, have not been charged in any other criminal matter.
6. Commencing in 2006, my acquisition and ownership interest in the four licensed establishments, as described in the pending application, have been approved by all relevant municipal licensing boards as well as by the ABCC.

Signed under the pains and penalties of perjury this 12 day of February, 2022.


Joseph A. Dinarello

APPLICANT'S STATEMENT

I, Richard Talera the: sole proprietor; partner; corporate principal; LLC/LLP manager
Authorized Signatory

of VI INC.
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature: Richard Talera

Date: 2/2/22

Title: President

Application for Transfer of License

The VI, Incorporated

Manager Application of

Michelle Marcoulier-Shaw

12. MANAGER APPLICATION

A. MANAGER INFORMATION

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name Date of Birth SSN

Residential Address

Email Phone

Please indicate how many hours per week you intend to be on the licensed premises

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen? Yes No *Manager must be a U.S. Citizen

If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime? Yes No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
2018	present	Manager	JRMM, Inc. d/b/a Public Kitchen	Richard Talieri
2016	2018	Manager	Bananaland, Inc. d/b/a Giacomo's	Richard Talieri
2015	2016	operations manager	D'Amelio's	Antionette D'Amelio
2014	2015	bartender and operations mgr	Absolutely Fabulous	Lori Muse

D. PRIOR DISCIPLINARY ACTION

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? Yes No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature Date

Application for Transfer of License

The VI, Incorporated

Proof of Citizenship of Michelle Marcoulier-Shaw

Application for Transfer of License

The VI, Incorporated

Vote of The VI, Incorporated

Application for Transfer of License

The VI, Incorporated

Articles of Organization



**The Commonwealth of Massachusetts
William Francis Galvin**

Minimum Fee: \$250.00

Secretary of the Commonwealth, Corporations Division
One Ashburton Place, 17th floor
Boston, MA 02108-1512
Telephone: (617) 727-9640

Articles of Organization

(General Laws, Chapter 156D, Section 2.02; 950 CMR 113.16)

Identification Number: 001495241

ARTICLE I

The exact name of the corporation is:

THE VI, INCORPORATED

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

TO OWN AND OPERATE A RESTAURANT AND BAR AND FOR ANY OTHER LAWFUL PURPOSE.

ARTICLE III

State the total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		Num of Shares	Total Par Value	
CNP	\$0.00000	10,000	\$0.00	10,000

G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

NONE

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

NONE

ARTICLE VI

Other lawful provisions, and if there are no provisions, this article may be left blank.

OTHER LAWFUL PROVISIONS A. AUTHORITY OF DIRECTORS TO CREATE NEW CLASSES AND SERIES OF SHARES. THE BOARD OF DIRECTORS, ACTING WITHOUT THE SHAREHOLDERS, MAY (A) RECLASSIFY ANY UNISSUED SHARES OR ANY AUTHORIZED CLASS OR SERIES INTO ONE OR MORE EXISTING OR NEW CLASSES OR SERIES, AND (B) CREATE ONE OR MORE NEW CLASSES OR SERIES OF SHARES, SPECIFYING THE NUMBER OF SHARES TO BE INCLUDED THEREIN, THE DISTINGUISHING DESIGNATION THEREOF AND THE PREFERENCES, LIMITATIONS AND RELATIVE RIGHTS APPLICABLE THERETO, PROVIDED THAT THE BOARD OF DIRECTORS MAY NOT APPROVE AN AGGREGATE NUMBER OF SHARES OF ALL CLASSES AND SERIES WHICH EXCEEDS THE TOTAL NUMBER OF AUTHORIZED SHARES SPECIFIED IN THE ARTICLES OF ORGANIZATION APPROVED BY THE SHAREHOLDERS. B. MINIMUM NUMBER OF DIRECTORS. THE BOARD OF DIRECTORS MAY CONSIST OF ONE OR MORE INDIVIDUALS, NOTWITHSTANDING THE NUMBER OF SHAREHOLDERS. C. PERSONAL LIABILITY OF DIRECTORS TO CORPORATION. NO DIRECTOR SHALL HAVE LIABILITY TO THE CORPORATION FOR MONETARY DAMAGES FOR BREACH OF HIS OR HER FIDUCIARY DUTY AS A DIRECTOR NOT WITHSTANDING ANY PROVISION OF LAW IMPOSING SUCH LIABILITY, PROVIDED THAT THIS PROVISION SHALL NOT ELIMINATE OR LIMIT THE LIABILITY OF A DIRECTOR (A) FOR ANY BREACH OF THE DIRECTOR'S DUTY OF LOYALTY TO THE CORPORATION OR ITS SHAREHOLDERS, (B) FOR ACTS OR OMISSIONS NOT IN GOOD FAITH OR WHICH INVOLVE INTENTIONAL MISCONDUCT OR KNOWING VIOLATION OF THE LAW, (C) FOR IMPROPER DISTRIBUTION UNDER SECTION 6.40 PF CHAPTER 156D OF THE GENERAL LAWS OF MASSACHUSETTS, OR (D) FOR ANY TRANSACTION FROM WHICH THE DIRECTOR DERIVED AN IMPROPER PERSONAL BENEFIT. D. SHAREHOLDER VOTE REQUIRED TO APPROVE MATTERS ACTED ON BY SHAREHOLDERS. THE AFFIRMATIVE VOTE OF A MAJORITY OF ALL SHARES VOTING AS A GROUP ELIGIBLE TO VOTE ON A MATTER SHALL BE SUFFICIENT FOR THE APPROVAL OF THE MATTER, NOTWITHSTANDING ANY GREATER VOTE ON THE MATTER OTHERWISE REQUIRED BY ANY PROVISION OF CHAPTER 156D OF THE GENERAL LAWS OF MASSACHUSETTS. E. SHAREHOLDER ACTION WITHOUT A MEETING BY LESS THAN UNANIMOUS CONSENT. ACTION REQUIRED OR PERMITTED BY CHAPTER 156D OF THE GENERAL LAWS OF MASSACHUSETTS TO BE TAKEN AT A SHAREHOLDER MEETING MAY BE TAKEN WITHOUT A MEETING BY SHAREHOLDERS HAVING NOT LESS THAN THE MINIMUM NUMBER OF VOTES NECESSARY TO TAKE THE ACTION AT A MEETING AT WHICH ALL SHAREHOLDERS ENTITLED TO VOTE ON THE ACTION ARE PRESENT AND VOTING, PROVIDED THAT WRITTEN NOTICE THEREOF IS GIVEN PROMPTLY TO ALL SHAREHOLDERS. F. AUTHORIZATION OF DIRECTORS TO MAKE, AMEND OR REPEAL BYLAWS. THE BOARD OF DIRECTORS MAY MAKE, AMEND OR REPEAL THE BYLAWS IN WHOLE OR IN PART, EXCEPT WITH RESPECT TO ANY PROVISION THEREOF WHICH BY VIRTUE OF AN EXPRESS PROVISION OF CHAPTER 156D OF THE GENERAL LAWS OF MASSACHUSETTS, THE ARTICLES OF ORGANIZATION OR THE BYLAWS REQUIRES ACTION BY THE SHAREHOLDERS.

Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.

ARTICLE VII

The effective date of organization and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a later effective date is desired, specify such date, which may not be later than the 90th day after the articles are received for filing.

Later Effective Date: Time:



TO: Office of the Secretary of the Commonwealth
 FROM: Mary Jane Flynn, Manager
 THE, LLC
 DATE: March 19, 2021
 RE: Consent to Use of Similar Name

Dear Sir or Madam,

The undersigned, on behalf of THE, LLC, hereby consents to the use of a similar name by The VI, Incorporated.

THE, LLC

Mary Jane Flynn, Manager

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the Articles of Organization.

a,b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:

Name: RICHARD TALIERI
 No. and Street:
 City or Town: MELROSE State: MA Zip: 02176 Country: USA

c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	RICHARD TALIERI	MELROSE, MA 02176 USA
TREASURER	JOSEPH DINARELLO	MELROSE, MA 02176 USA
SECRETARY	RICHARD TALIERI	MELROSE, MA 02176 USA
DIRECTOR	RICHARD TALIERI	MELROSE, MA 02176 USA
DIRECTOR	MICHELLE SHAW	MELROSE, MA 02176 USA
DIRECTOR	JOSEPH DINARELLO	MELROSE, MA 02176 USA

d. The fiscal year end (i.e., tax year) of the corporation:
 December

e. A brief description of the type of business in which the corporation intends to engage:

RESTAURANT AND BAR BUSINESS

f. The street address (post office boxes are not acceptable) of the principal office of the corporation:

No. and Street:
 City or Town: MELROSE State: MA Zip: 02176 Country: USA

g. Street address where the records of the corporation required to be kept in the Commonwealth are located (post office boxes are not acceptable):

No. and Street:
 City or Town: MELROSE State: MA Zip: 02176 Country: USA

which is

- its principal office an office of its transfer agent
 an office of its secretary/assistant secretary its registered office

Signed this 25 Day of March, 2021 at 11:00:15 AM by the incorporator(s). (If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)

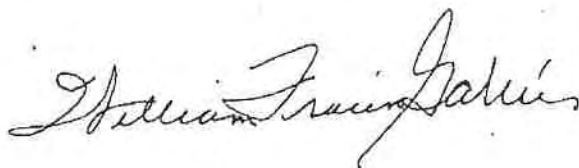
RODNEY G. HOFFMAN, ATTORNEY

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THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

March 25, 2021 10:59 AM

A handwritten signature in cursive script, reading "William Francis Galvin".

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

Application for Transfer of License

The VI, Incorporated

CORI Authorization Forms of

**Richard A. Talieri
Joseph A. Dinarello
Michelle Marcoulier-Shaw
Moris Flores**



JEAN M. LORIZIO, ESQ.
CHAIRMAN

Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150

CORI REQUEST FORM

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

ABCC LICENSE INFORMATION

ABCC NUMBER: LICENSEE NAME: THE V.I. LIQUOR PARLOR CITY/TOWN: READING

APPLICANT INFORMATION

LAST NAME: DINARELLO FIRST NAME: JOSEPH MIDDLE NAME: ANTHONY
 MAIDEN NAME OR ALIAS (IF APPLICABLE): PLACE OF BIRTH:
 DATE OF BIRTH: ID THEFT INDEX PIN (IF APPLICABLE):
 MOTHER'S MAIDEN NAME: DRIVER'S LICENSE #: STATE LIC. ISSUED:
 GENDER: M HEIGHT: 6 1 WEIGHT: 240 EYE COLOR: BROWN
 CURRENT ADDRESS:
 CITY/TOWN: MELROSE STATE: MA ZIP: 02176
 FORMER ADDRESS:
 CITY/TOWN: MELROSE STATE: MA ZIP: 02176

PRINT AND SIGN

PRINTED NAME: JOSEPH A. DINARELLO APPLICANT/EMPLOYEE SIGNATURE: [Signature]

NOTARY INFORMATION

On this 2/15/22 before me, the undersigned notary public, personally appeared JOSEPH DINARELLO
 (name of document signer), proved to me through satisfactory evidence of identification, which were DRIVERS LICENSE
 to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.
[Signature]
 NOTARY

DIVISION USE ONLY

REQUESTED BY:
 SIGNATURE OF COM AUTHORIZED EMPLOYEE:
The DCJ Identity Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJ. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. All CORI request forms that include this field are required to be submitted to the DCJ via mail or by fax to 617-660-4634.



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150

JEAN M. LORIZIO, ESQ.
CHAIRMAN

CORI REQUEST FORM

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

ABCC LICENSE INFORMATION

ABCC NUMBER: (IF EXISTING LICENSEE) LICENSEE NAME: THE V.I. INCORPORATED CITY/TOWN: READING

APPLICANT INFORMATION

LAST NAME: Talieri FIRST NAME: Richard MIDDLE NAME: Anthony
 MAIDEN NAME OR ALIAS (IF APPLICABLE): PLACE OF BIRTH:
 DATE OF BIRTH: 1-1-1988 SSN: ID THEFT INDEX PIN (IF APPLICABLE):
 MOTHER'S MAIDEN NAME: DRIVER'S LICENSE #: STATE LIC. ISSUED:
 GENDER: M HEIGHT: 5 7 WEIGHT: 173 EYE COLOR: BROWN
 CURRENT ADDRESS:
 CITY/TOWN: Melrose STATE: MA ZIP: 02176
 FORMER ADDRESS:
 CITY/TOWN: Boston STATE: MA ZIP: 02113

PRINT AND SIGN

PRINTED NAME: Richard Talieri APPLICANT/EMPLOYEE SIGNATURE: Richard Talieri

NOTARY INFORMATION

On this 2/15/22 before me, the undersigned notary public, personally appeared RICHARD TALIERI
 (name of document signer), proved to me through satisfactory evidence of identification, which were DRIVERS LICENSE
 to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

Richard Talieri
NOTARY

DIVISION USE ONLY

REQUESTED BY:
SIGNATURE OF DCB AUTHORIZED EMPLOYEE
 The DCB Identity Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCB. DCB staff are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. All CORI request forms that include this field are required to be submitted to the DCB via mail or by fax to (617) 650-4634.



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150

JEAN M. LORIZIO, ESQ.
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CORI REQUEST FORM

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

ABCC LICENSE INFORMATION

ABCC NUMBER: LICENSEE NAME: CITY/TOWN:

(IF EXISTING LICENSE)

APPLICANT INFORMATION

LAST NAME: Marcollier-Sittow FIRST NAME: Michelle MIDDLE NAME: Kira

MAIDEN NAME OR ALIAS (IF APPLICABLE): PLACE OF BIRTH:

DATE OF BIRTH: SSN: ID THEFT INDEX PIN (IF APPLICABLE):

MOTHER'S MAIDEN NAME: DRIVER'S LICENSE #: STATE LIC. ISSUED:

GENDER: F HEIGHT: 5 6 WEIGHT: EYE COLOR: Blue

CURRENT ADDRESS:

CITY/TOWN: Saugus STATE: MA ZIP: 01906

FORMER ADDRESS:


CITY/TOWN: Perth Amboy STATE: MA. ZIP: 01960

PRINT AND SIGN

PRINTED NAME: Michelle Marcollier Sittow APPLICANT/EMPLOYEE SIGNATURE: Michelle Marcollier Sittow

NOTARY INFORMATION

On this 15th day of Feb before me, the undersigned notary public, personally appeared Michelle MARCOLLIER
(name of document signer), proved to me through satisfactory evidence of identification, which were DRIVER LICENSE
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed voluntarily for its stated purpose.



[Signature]
NOTARY

DIVISION USE ONLY

REQUESTED BY:

IDENTIFY THIS FIELD

The DCI Identify This field is to be completed by those applicants that have been issued an Identify This PIN Number by the DCI. Certified spouses are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. All CORI request forms that include this field are required to be submitted to the DCI via mail or by fax to (617) 552-6514.



JEAN M. LORIZIO, ESQ.
CHAIRMAN

CORI REQUEST FORM

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

ABCC LICENSE INFORMATION

ABCC NUMBER: LICENSEE NAME: THE VI, INCORPORATED CITY/TOWN: READING

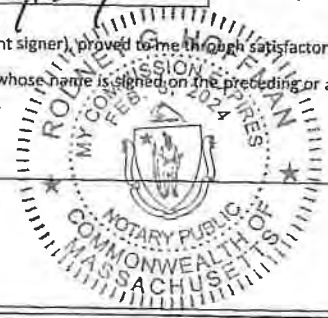
APPLICANT INFORMATION

LAST NAME: FLORES FIRST NAME: MORIS MIDDLE NAME: Alexander
 MAIDEN NAME OR ALIAS (IF APPLICABLE): PLACE OF BIRTH:
 DATE OF BIRTH: SSN: ID THEFT INDEX PIN (IF APPLICABLE):
 MOTHER'S MAIDEN NAME: DRIVER'S LICENSE #: STATE LIC. ISSUED:
 GENDER: M HEIGHT: 5 4 WEIGHT: 180 EYE COLOR: Brown
 CURRENT ADDRESS:
 CITY/TOWN: Revere STATE: MA ZIP: 02151
 FORMER ADDRESS:
 CITY/TOWN: Revere STATE: MA. ZIP: 02151

PRINT AND SIGN

PRINTED NAME: MORIS A FLORES APPLICANT/EMPLOYEE SIGNATURE: MORIS A FLORES

NOTARY INFORMATION

On this 2/15/22 before me, the undersigned notary public, personally appeared MORIS FLORES
 (name of document signer), proved to me through satisfactory evidence of identification, which were DRIVERS LICENSE
 to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

Ronald G. Hoffmann
 NOTARY

DIVISION USE ONLY

REQUESTED BY:
 SIGNATURE OF COM-AUTHORIZED EMPLOYEE
The DCI Identity Theft Index PIN number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCI. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCI via mail or by fax to (617) 660-8616.

Application for Transfer of License

The VI, Incorporated

Purchase and Sales Agreement from Unagi Server, Inc.

ASSET PURCHASE AGREEMENT OF BILTMORE & MAIN RESTAURANT

This Asset Purchase Agreement (this "Agreement") dated as of December 16th, 2021 is entered into between UNAGI SERVERS, INC., a Delaware corporation ("Seller"), and THE VI, INCORPORATED, a Massachusetts corporation ("Buyer"). Capitalized terms used in this Agreement have the meanings given to such terms herein, as such definitions are identified by the cross-references set forth in Exhibit A attached hereto. Hereinafter, Seller and Buyer shall be collectively known as the "Parties".

RECITALS

WHEREAS, Seller owns and conducts a restaurant business d/b/a Biltmore & Main at 530 Main Street, Reading, Massachusetts 01867 (the "Business"); and

WHEREAS, Seller wishes to sell and assign to Buyer, and Buyer wishes to purchase and assume from Seller, substantially all the assets and liabilities of the Business, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I PURCHASE AND SALE

Section 1.01 Purchase and Sale of Assets. Subject to the terms and conditions set forth herein, at the Closing, Seller shall sell, convey, assign, transfer and deliver to Buyer, and Buyer shall purchase from Seller, all of Seller's right, title and interest in, to and under all of the tangible and intangible assets, properties, licenses and rights of every kind and nature and wherever located (other than the Excluded Assets), which relate to, or are listed on Schedule 1.01 used or held for use in connection with, the Business (collectively, the "Purchased Assets"), including the following:

- (a) all Contracts set forth on Section 1.01(c) of the Disclosure Schedules (the "Assigned Contracts"). For purposes of this Agreement "Disclosure Schedules" means the disclosure schedules delivered by Seller and Buyer concurrently with the execution and delivery of this Agreement;
- (b) Seller's All Alcohol Beverage License as issued by the Town of Reading ("Alcoholic Beverages License");
- (c) all of Seller's rights under warranties, indemnities, and all similar rights against third parties to the extent related to any Purchased Assets; and
- (d) all goodwill associated with any of the assets described in the foregoing clauses.

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EXECUTION VERSION vFINAL

Section 1.02 Excluded Assets. Other than the Purchased Assets, Buyer expressly understands and agrees that it is not purchasing or acquiring, and Seller is not selling or assigning, any other assets or properties of Seller, and all such other assets and properties shall be excluded from the Purchased Assets (collectively, the "**Excluded Assets**"). Excluded Assets include the assets, properties and rights specifically set forth on Section 1.02 of the Disclosure Schedules.

Section 1.03 Assumed Liabilities.

(a) Subject to the terms and conditions set forth herein, Buyer shall assume and agree to pay, perform and discharge when due any and all Liabilities of Seller arising out of or relating to the Business or the Purchased Assets prior to, on or after the Closing, other than the Excluded Liabilities (collectively, the "**Assumed Liabilities**"), including the following:

- (i) all Liabilities arising under or relating to the Assigned Contracts;
- (ii) all Liabilities for (A) Taxes relating to the Business, the Purchased Assets or the Assumed Liabilities for any taxable period (or any portion thereof) beginning after the Closing Date and (B) Taxes for which Buyer is liable pursuant to Section 5.04; and
- (iii) all other Liabilities arising out of or relating to Buyer's ownership or operation of the Business and the Purchased Assets on or after the Closing; and
- (iv) those Liabilities of Seller set forth on Section 1.03(a) of the Disclosure Schedules.

For purposes of this Agreement, "**Liabilities**" means liabilities, obligations or commitments of any nature whatsoever, whether asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise.

(b) Buyer shall not assume and shall not be responsible to pay, perform or discharge any of the following Liabilities of Seller (collectively, the "**Excluded Liabilities**"):

- (i) any Liabilities relating to or arising out of the Excluded Assets;
- (ii) any Liabilities for (A) Taxes relating to the Business, the Purchased Assets or the Assumed Liabilities for any taxable period (or any portion thereof) ending on or prior to the Closing Date and (B) any other Taxes of Seller or any stockholders or Affiliates of Seller (other than Taxes allocated to Buyer under Section 5.04) for any taxable period;
- (iii) any Liabilities of Seller arising or incurred in connection with the negotiation, preparation, investigation and performance of this Agreement, the other Transaction Documents and the transactions contemplated hereby and

thereby, including fees and expenses of counsel, accountants, consultants, advisers and others; and

(iv) any Liabilities of Seller set forth on Section 1.03(b) of the Disclosure Schedules.

For purposes of this Agreement: (i) "Affiliate" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with, such Person; and (ii) "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

Section 1.04 Purchase Price. The aggregate purchase price for the Purchased Assets shall be \$275,000.00 (the "Purchase Price"), plus the assumption of the Assumed Liabilities.

Buyer shall pay the Purchase Price as follows:

- by deposit paid into escrow
as provided in Section 2.03, below,
upon the execution of this Agreement (the "Deposit") \$ 27,500
- remaining purchase price at Closing
per Section 2.02(b)(i), below, \$247,500

Section 1.05 Allocation of Purchase Price. The Purchase Price and the Assumed Liabilities shall be allocated among the Purchased Assets for all purposes (including Tax and financial accounting) as shown on the allocation schedule set forth on Section 1.05 of the Disclosure Schedules (the "Allocation Schedule"). The Allocation Schedule shall be prepared in accordance with Section 1060 of the Internal Revenue Code of 1986, as amended. Buyer and Seller shall file all returns, declarations, reports, information returns and statements and other documents relating to Taxes (including amended returns and claims for refund) ("Tax Returns") in a manner consistent with the Allocation Schedule.

Section 1.06 Non-Assignable Assets.

(a) Notwithstanding anything to the contrary in this Agreement, this Agreement shall not constitute a sale, assignment or transfer of any Purchased Asset if such sale, assignment or transfer: (i) violates applicable Law; or (ii) requires the consent or waiver of a Person who is not a party to this Agreement or an Affiliate of a party to this Agreement and such consent or waiver has not been obtained prior to the Closing.

(b) Following the Closing, Seller and Buyer shall use commercially reasonable efforts, and shall cooperate with each other, to obtain any such required consent or waiver, or any release, substitution or amendment required to novate all Liabilities under any and all Assigned Contracts or other Liabilities that constitute Assumed Liabilities or to obtain in writing the unconditional release of all parties to such arrangements, so that, in any case, Buyer shall be solely responsible for such Liabilities from and after the Closing

Date; *provided, however*, that neither Seller nor Buyer shall be required to pay any consideration therefor. Once such consent, waiver, release, substitution or amendment is obtained, Seller shall sell, assign and transfer to Buyer the relevant Purchased Asset to which such consent, waiver, release, substitution or amendment relates for no additional consideration. Applicable sales, transfer and other similar Taxes in connection with such sale, assignment or transfer shall be paid by Buyer in accordance with Section 5.04.

(c) To the extent that any Purchased Asset or Assumed Liability cannot be transferred to Buyer pursuant to this Section 1.06, Buyer and Seller shall use commercially reasonable efforts to enter into such arrangements (such as subleasing, sublicensing or subcontracting) to provide to the parties the economic and, to the extent permitted under applicable Law, operational equivalent of the transfer of such Purchased Asset and/or Assumed Liability to Buyer as of the Closing. Buyer shall, as agent or subcontractor for Seller, pay, perform and discharge fully the liabilities and obligations of Seller thereunder from and after the Closing Date. To the extent permitted under applicable Law, Seller shall, at Buyer's expense, hold in trust for and pay to Buyer promptly upon receipt thereof, all income, proceeds and other monies received by Seller from and after the Closing Date, to the extent related to such Purchased Asset in connection with the arrangements under this Section 1.06. Seller shall be permitted to set off against such amounts all direct costs associated with the retention and maintenance of such Purchased Assets.

ARTICLE II CLOSING

Section 2.01 Closing. Subject to the terms and conditions of this Agreement, including the Closing Conditions Precedent set forth on Schedule 2.01, the consummation of the transactions contemplated by this Agreement (the "**Closing**") shall take place at the offices of Nathanson & Goldberg, P.C., 183 State Street, 5th Floor, Boston, Massachusetts 02109 or remotely by exchange of documents and signatures (or their electronic counterparts), at 10:00 AM Eastern Time, at the earlier to occur of (i) five (5) business days following satisfaction of the conditions listed in Section 5 in Buyer's commercially reasonable discretion and Buyer's receipt of the licenses and permits described on the attached Schedule 2.01 entitled "Closing Condition Precedents", or (ii) at such other time or place or in such other manner as Seller and Buyer may mutually agree upon in writing. Notwithstanding the foregoing, the Closing Date shall not occur prior to January 31, 2022. The date on which the Closing is to occur is herein referred to as the "**Closing Date**." Buyer and Seller shall cooperate and give all reasonable and/or necessary assistance to the other so as to fulfill the Closing Conditions Precedent including but not limited to the transfer of the Alcoholic Beverages License to Buyer, in a timely manner.

Section 2.02 Closing Deliverables.

(a) At the Closing, Seller shall deliver to Buyer the following:

(i) a bill of sale in the form of **Exhibit B** attached hereto (the "**Bill of Sale**") and duly executed by Seller, transferring the Tangible Personal Property included in the Purchased Assets to Buyer;

(ii) an assignment and assumption agreement in the form of **Exhibit C** attached hereto (the "**Assignment and Assumption Agreement**") and duly executed by Seller, effecting the assignment to and assumption by Buyer of the Purchased Assets and the Assumed Liabilities;

(iii) a certificate of the Secretary (or equivalent officer) of Seller certifying as to (A) the resolutions of the board of directors and the stockholders of Seller, which authorize the execution, delivery and performance of this Agreement, the Bill of Sale, the Assignment and Assumption Agreement, and the other agreements, instruments and documents required to be delivered in connection with this Agreement or at the Closing (collectively, the "**Transaction Documents**") and the consummation of the transactions contemplated hereby and thereby and (B) the names and signatures of the officers of Seller authorized to sign this Agreement and the other Transaction Documents;

(iv) such other customary instruments of transfer or assumption, filings or documents, in form and substance reasonably satisfactory to Buyer, as may be required to give effect to the transactions contemplated by this Agreement; and

(v) Evidence that Paycheck Protection Program (PPP) Loan(s) to Seller, its affiliates, subsidiaries, or parent entities or corporations have been fully satisfied. Such evidence may include a payoff from the U.S. Small Business Administration or by any Bank.

(b) **At the Closing, Buyer shall deliver to Seller the following:**

(i) the remaining Purchase Price, for the avoidance of doubt to be **\$247,500.00**, by wire transfer of immediately available funds;

(ii) the Assignment and Assumption Agreement duly executed by Buyer;

(iii) a certificate of the Secretary (or equivalent officer) of Buyer certifying as to (A) the resolutions of the board of directors of Buyer, which authorize the execution, delivery and performance of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby and (B) the names and signatures of the officers of Buyer authorized to sign this Agreement and the other Transaction Documents; and

Section 2.03 Escrow Agent. The Boston Restaurant Group, Inc. ("Broker") shall immediately transfer any funds held in Escrow to Nathanson & Goldberg, P.C.'s IOLTA Account pursuant to the wiring instructions attached hereto and incorporated herein by reference, which law firm shall also hold the Deposit as such term is defined in Section 1.04, and which law firm shall serve as escrow agents in this transaction without fee and all funds to be held in the appropriate escrow accounts and disbursed to the in accordance with the instructions provided in the attached Schedule 2.03.

**ARTICLE III
REPRESENTATIONS AND WARRANTIES OF SELLER**

Except as set forth in the Disclosure Schedules, Seller represents and warrants to Buyer that the statements contained in this Article III are true and correct as of the date hereof.

Section 3.01 Organization and Authority of Seller. Seller is a corporation duly organized, validly existing and in good standing under the Laws of the Commonwealth of Massachusetts. Seller has all necessary corporate power and authority to enter into this Agreement and the other Transaction Documents to which Seller is a party, to carry out its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Seller of this Agreement and any other Transaction Document to which Seller is a party, the performance by Seller of its obligations hereunder and thereunder, and the consummation by Seller of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of Seller. This Agreement and the Transaction Documents constitute legal, valid and binding obligations of Seller enforceable against Seller in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

Section 3.02 No Conflicts or Consents. The execution, delivery and performance by Seller of this Agreement and the other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) violate or breach any provision of the certificate of incorporation or by-laws of Seller; (b) violate or breach any provision of any Law or Governmental Order applicable to Seller, the Business or the Purchased Assets; (c) except as set forth in Section 3.02 of the Disclosure Schedules, require the consent, notice or other action by any Person under, conflict with, violate or breach, constitute a default under or result in the acceleration of any Assigned Contract; or (d) except as set forth in Section 3.02 of the Disclosure Schedules, require any consent, permit, Governmental Order, filing or notice from, with or to any Governmental Authority by or with respect to Seller in connection with the execution and delivery of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby; except, in the cases of clauses (b) and (c), where the violation, breach, conflict, default, acceleration or failure to obtain consent or give notice would not have a Material Adverse Effect and, in the case of clause (d), where such consent, permit, Governmental Order, filing or notice which, in the aggregate, would not have a Material Adverse Effect. For purposes of this Agreement: (i) "**Law**" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law or other requirement or rule of law of any Governmental Authority; (ii) "**Governmental Order**" means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority; (iii) "**Person**" means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity; and (iv) "**Material Adverse Effect**" means any event, occurrence, fact, condition or change that is materially adverse to the business, results of operations, financial condition or assets of the Business, taken as a whole.

Section 3.03 Financial Statements. Not applicable.

Section 3.04 Intentionally Omitted.

Section 3.05 Assigned Contracts. Except as set forth on Section 3.05 of the Disclosure Schedules, Seller is not in breach of or default under any Assigned Contract, except for such breaches or defaults that would not have a Material Adverse Effect.

Section 3.06 Title to Tangible Personal Property. Except as set forth in Section 3.06 of the Disclosure Schedules, Seller has good and valid title to, or a valid leasehold interest in, all Tangible Personal Property included in the Purchased Assets, free and clear of any lien, charge, claim, pledge, security interest or other similar encumbrance (each, an "Encumbrance"), except for: (a) liens for Taxes not yet due and payable or being contested in good faith by appropriate procedures; (b) mechanics', carriers', workmen's, repairmen's or other like liens arising or incurred in the ordinary course of business; (c) liens arising under original purchase price conditional sales contracts and equipment leases with third parties entered into in the ordinary course of business; and (d) other imperfections of title or Encumbrances, if any, that would not have a Material Adverse Effect.

Section 3.07 Sufficiency of Assets. The Purchased Assets are sufficient for the continued conduct of the Business after the Closing in substantially the same manner as conducted prior to the Closing and constitute all of the rights, property and assets necessary to conduct the Business as currently conducted.

Section 3.08 Legal Proceedings; Governmental Orders.

(a) Except as set forth in Section 3.08(a) of the Disclosure Schedules, there are no claims, actions, suits, investigations or other legal proceedings (collectively, "Actions") pending or, to Seller's knowledge, threatened against or by Seller relating to or affecting the Business, the Purchased Assets or the Assumed Liabilities, which if determined adversely to Seller would result in a Material Adverse Effect.

(b) There are no outstanding Governmental Orders against, relating to or affecting the Business or the Purchased Assets, which would have a Material Adverse Effect.

Section 3.09 Compliance with Laws. Seller is in compliance with all Laws applicable to the conduct of the Business as currently conducted or the ownership and use of the Purchased Assets, except where the failure to be in compliance would not have a Material Adverse Effect.

Section 3.10 Taxes.

(a) Except as set forth in Section 3.10 of the Disclosure Schedules, or as would not have a Material Adverse Effect, Seller has filed (taking into account any valid extensions) all material Tax Returns with respect to the Business required to be filed by Seller for any tax periods prior to Closing and has paid all Taxes shown thereon as owing. Seller is not currently the beneficiary of any extension of time within which to file any

material Tax Return other than extensions of time to file Tax Returns obtained in the ordinary course of business.

(b) The representations and warranties set forth in this Section 3.10 are Seller's sole and exclusive representations and warranties regarding Tax matters.

(c) The term "Taxes" means all federal, state, local, foreign and other income, gross receipts, sales, use, production, ad valorem, transfer, documentary, franchise, registration, profits, license, withholding, payroll, employment, unemployment, excise, severance, stamp, occupation, premium, property (real or personal), customs, duties or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest, additions or penalties with respect thereto.

Section 3.11 Brokers. Except for The Boston Restaurant Group, Inc., no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Seller and Seller shall be solely responsible for the payment of fees due thereto. Seller shall pay Broker \$5,000.00 from the Deposit plus an additional \$5,000.00 for a total fee of \$10,000.00 (the "Brokerage Fee") at Closing.

Section 3.12 No Other Representations and Warranties. Except for the representations and warranties contained in this Article III (including the related portions of the Disclosure Schedules), neither Seller nor any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of Seller, including any representation or warranty as to the accuracy or completeness of any information, documents or material regarding the Business and the Purchased Assets furnished or made available to Buyer and its Representatives in any form (including any management presentations made in expectation of the transactions contemplated hereby), or as to the future revenue, profitability, or success of the Business, or any representation or warranty arising from statute or otherwise in Law. For purposes of this Agreement, "Representative" means, with respect to any Person, any and all directors, officers, employees, consultants, financial advisors, counsel, accountants and other agents of such Person.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF BUYER

Except as set forth in the Disclosure Schedules, Buyer represents and warrants to Seller that the statements contained in this Article IV are true and correct as of the date hereof.

Section 4.01 Organization and Authority of Buyer. Buyer is a corporation duly organized, validly existing and in good standing under the Laws of the Commonwealth of Massachusetts. Buyer has all necessary corporate power and authority to enter into this Agreement and the other Transaction Documents to which Buyer is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Buyer of this Agreement and any other Transaction Document to which Buyer is a party, the performance by Buyer of its obligations hereunder and

thereunder and the consummation by Buyer of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of Buyer. This Agreement and the Transaction Documents constitute legal, valid and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

Section 4.02 No Conflicts; Consents. The execution, delivery and performance by Buyer of this Agreement and the other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) violate or breach any provision of the certificate of incorporation or by-laws of Buyer; (b) violate or breach any provision of any Law or Governmental Order applicable to Buyer; (c) require the consent, notice or other action by any Person under, conflict with, violate or breach, constitute a default under or result in the acceleration of any agreement to which Buyer is a party; or (d) require any consent, permit, Governmental Order, filing or notice from, with or to any Governmental Authority by or with respect to Buyer in connection with the execution and delivery of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby; except, in the cases of clauses (b) and (c), where the violation, breach, conflict, default, acceleration or failure to obtain consent or give notice would not have a material adverse effect on Buyer's ability to consummate the transactions contemplated hereby and, in the case of clause (d), where such consent, permit, Governmental Order, filing or notice which, in the aggregate, would not have a material adverse effect on Buyer's ability to consummate the transactions contemplated hereby.

Section 4.03 Solvency; Sufficiency of Funds. Immediately after giving effect to the transactions contemplated hereby, Buyer shall be solvent and shall: (a) be able to pay its debts as they become due; (b) own property that has a fair saleable value greater than the amounts required to pay its debts (including a reasonable estimate of the amount of all Liabilities); and (c) have adequate capital to carry on its business. No transfer of property is being made and no obligation is being incurred in connection with the transactions contemplated hereby with the intent to hinder, delay or defraud either present or future creditors of Buyer or Seller. In connection with the transactions contemplated hereby, Buyer has not incurred, nor plans to incur, debts beyond its ability to pay as they become absolute and matured.

Section 4.04 Legal Proceedings. Except as set forth in Section 4.04 of the Disclosure Schedules, there are no Actions pending or, to Buyer's knowledge, threatened against or by Buyer that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement.

Section 4.05 Brokers. Except for The Boston Restaurant Group, Inc., no broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Buyer and Seller shall be solely responsible for the payment of fees due thereto

Section 4.06 Independent Investigation. Buyer has conducted its own independent investigation, review and analysis of the Business and the Purchased Assets, and acknowledges that it has been provided adequate access to the personnel, properties, assets, premises, books and records and other documents and data of Seller for such purpose. Buyer acknowledges and agrees that: (a) in making its decision to enter into this Agreement and to consummate the transactions contemplated hereby, Buyer has relied solely upon its own investigation and the express representations and warranties of Seller set forth in Article III of this Agreement (including related portions of the Disclosure Schedules); and (b) neither Seller nor any other Person has made any representation or warranty as to Seller, the Business, the Purchased Assets or this Agreement, except as expressly set forth in Article III of this Agreement (including the related portions of the Disclosure Schedules).

ARTICLE V COVENANTS

Section 5.01 Confidentiality. Buyer acknowledges, covenants, and agrees to keep confidential, all information provided to Buyer pursuant to this Agreement. Notwithstanding the foregoing, Buyer may provide such information to its accountants, lawyers, or other consultants having a commercially reasonable need to know such information for purposes of consummating this transaction.

Section 5.02 Public Announcements. Unless otherwise required by applicable Law, no party to this Agreement shall make any public announcements in respect of this Agreement or the transactions contemplated hereby without the prior written consent of the other party (which consent shall not be unreasonably withheld, conditioned or delayed), and the parties shall cooperate as to the timing and contents of any such announcement.

Section 5.03 Bulk Sales Laws. The parties hereby waive compliance with the provisions of any bulk sales, bulk transfer or similar Laws of any jurisdiction that may otherwise be applicable with respect to the sale of any or all of the Purchased Assets to Buyer.

Section 5.04 Transfer Taxes. All transfer, sales, use, registration, documentary, stamp, value added and other such Taxes and fees (including any penalties and interest) incurred in connection with this Agreement and the other Transaction Documents, if any, shall be borne and paid by Buyer when due. Buyer shall, at its own expense, timely file any Tax Return or other document with respect to such Taxes or fees (and Seller shall cooperate with respect thereto as necessary).

Section 5.05 Further Assurances. Following the Closing, each of the parties, at no additional cost to the other party, hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, deeds, instruments, conveyances, transfers, assignments, and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the other Transaction Documents.

ARTICLE VI INDEMNIFICATION

Section 6.01 Survival. Subject to the limitations and other provisions of this Agreement, the representations and warranties contained herein shall survive the Closing and shall remain in full force and effect until the date that is one hundred eighty (180) days from the Closing Date. None of the covenants or other agreements contained in this Agreement shall survive the Closing Date other than those which by their terms contemplate performance after the Closing Date, and each such surviving covenant and agreement shall survive the Closing for the period contemplated by its terms. Notwithstanding the foregoing, any claims asserted in good faith with reasonable specificity (to the extent known at such time) and in writing by notice from the non-breaching party to the breaching party prior to the expiration date of the applicable survival period shall not thereafter be barred by the expiration of such survival period and such claims shall survive until finally resolved.

Section 6.02 Indemnification by Seller. Subject to the other terms and conditions of this Article VI, Seller shall indemnify Buyer against, and shall hold Buyer harmless from and against, any and all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees (collectively, "**Losses**"), incurred or sustained by, or imposed upon, Buyer based upon, arising out of, with respect to or by reason of:

- (a) any inaccuracy in or breach of any of the representations or warranties of Seller contained in this Agreement;
- (b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Seller pursuant to this Agreement; or
- (c) any Excluded Asset or any Excluded Liability.

Section 6.03 Indemnification by Buyer. Subject to the other terms and conditions of this Article VI, Buyer shall indemnify Seller against, and shall hold Seller harmless from and against, any and all Losses incurred or sustained by, or imposed upon, Seller based upon, arising out of or with respect to:

- (a) any inaccuracy in or breach of any of the representations or warranties of Buyer contained in this Agreement;
- (b) any breach or non-fulfillment of any covenant, agreement or obligation to be performed by Buyer pursuant to this Agreement; or
- (c) subject to Seller's obligations in Section 6.02, any Assumed Liability.

Section 6.04 Certain Limitations. The party making a claim under this Article VI is referred to as the "**Indemnified Party**," and the party against whom such claims are asserted under this Article VI is referred to as the "**Indemnifying Party**." The indemnification provided for in Section 6.02 and Section 6.03 shall be subject to the following limitations:

(a) The Indemnifying Party shall not be liable to the Indemnified Party for indemnification under Section 6.02(a) or Section 6.03(a), as the case may be, until the aggregate amount of all Losses in respect of indemnification under Section 6.02(a) or Section 6.03(a) exceeds 4% of the Purchase Price (the "**Deductible**"), in which event the Indemnifying Party shall only be required to pay or be liable for Losses in excess of the Deductible.

(b) The aggregate amount of all Losses for which an Indemnifying Party shall be liable pursuant to Section 6.02(a) or Section 6.03(a), as the case may be, shall not exceed the Purchase Price.

(c) In no event shall any Indemnifying Party be liable to any Indemnified Party for any punitive, incidental, consequential, special or indirect damages, including loss of future revenue or income, loss of business reputation or opportunity relating to the breach or alleged breach of this Agreement, or diminution of value or any damages based on any type of multiple.

(d) Seller shall not be liable under this Article VI for any Losses based upon or arising out of any inaccuracy in or breach of any of the representations or warranties of Seller contained in this Agreement if Buyer had knowledge of such inaccuracy or breach prior to the Closing.

Section 6.05 Indemnification Procedures. Whenever any claim shall arise for indemnification hereunder, the Indemnified Party shall promptly provide written notice of such claim to the Indemnifying Party. Such notice by the Indemnified Party shall: (a) describe the claim in reasonable detail; (b) include copies of all material written evidence thereof; and (c) indicate the estimated amount, if reasonably practicable, of the Loss that has been or may be sustained by the Indemnified Party. In connection with any claim giving rise to indemnity hereunder resulting from or arising out of any Action by a Person who is not a party to this Agreement, the Indemnifying Party, at its sole cost and expense and upon written notice to the Indemnified Party, may assume the defense of any such Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party shall be entitled to participate in the defense of any such Action, with its counsel and at its own cost and expense, subject to the Indemnifying Party's right to control the defense thereof. If the Indemnifying Party does not assume the defense of any such Action, the Indemnified Party may, but shall not be obligated to, defend against such Action in such manner as it may deem appropriate, including settling such Action, after giving notice of it to the Indemnifying Party, on such terms as the Indemnified Party may deem appropriate and no action taken by the Indemnified Party in accordance with such defense and settlement shall relieve the Indemnifying Party of its indemnification obligations herein provided with respect to any damages resulting therefrom. Seller and Buyer shall cooperate with each other in all reasonable respects in connection with the defense of any claim, including: (i) making available (subject to the provisions of Section 5.01) records relating to such claim; and (ii) furnishing, without expense (other than reimbursement of actual out-of-pocket expenses) to the defending party, management employees of the non-defending party as may be reasonably necessary for the preparation of the defense of such claim. The Indemnifying Party shall not settle any Action without the Indemnified Party's prior written consent (which consent shall not be unreasonably withheld, conditioned or delayed).

Section 6.06 Tax Treatment of Indemnification Payments. All indemnification payments made under this Agreement shall be treated by the parties as an adjustment to the Purchase Price for Tax purposes, unless otherwise required by Law.

Section 6.07 Exclusive Remedies. The parties acknowledge and agree that their sole and exclusive remedy with respect to any and all claims (other than claims arising from intentional fraud on the part of a party hereto in connection with the transactions contemplated by this Agreement) for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement shall be pursuant to the indemnification provisions set forth in this Article VI. In furtherance of the foregoing, each party hereby waives, to the fullest extent permitted under Law, any and all rights, claims and causes of action for any breach of any representation, warranty, covenant, agreement or obligation set forth herein or otherwise relating to the subject matter of this Agreement it may have against the other parties hereto and their Affiliates and each of their respective Representatives arising under or based upon any Law, except pursuant to the indemnification provisions set forth in this Article VI. Nothing in this Section 6.07 shall limit any Person's right to seek and obtain any equitable relief to which such Person shall be entitled or to seek any remedy on account of any intentional fraud by any party hereto.

Section 6.08 Non-Admission of Liability; Waiver and Release. For the avoidance of doubt, Buyer hereby acknowledges and agrees that, upon the consummation of the Closing contemplated in Section 2.01, above, it will irrevocably waive, release and forever discharge Seller and its current and former parents, subsidiaries and affiliates, and their respective current and former successors, assigns, representatives, agents, attorneys, equity holders, lenders, officers, directors and employees, both individually and in their official capacities (collectively, the "Releasees") from all debts, obligations, promises, covenants, agreements, contracts, endorsements, bonds, controversies, suits, actions, causes of action, judgments, damages, expenses, claims or demands, in law or in equity, which Buyer ever had or now has, or which may arise in the future, regarding any matter arising on or before the date of Buyer's execution of this Agreement, including but not limited to all claims (whether known or unknown) regarding any previously alleged failures of Seller to sell the restaurant that is the subject matter of this Agreement, any contract (express or implied), any claim for equitable relief or recovery of punitive, compensatory, or other damages or monies, attorneys' fees, or any business tort. For the avoidance of doubt, the Parties agree that nothing contained in this Agreement is to be construed as an admission of liability, fault, or improper action on behalf of the Seller.

ARTICLE VII MISCELLANEOUS

Section 7.01 Expenses. Except as otherwise expressly provided herein (including Section 5.04 hereof), all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses; *provided, however*, Buyer shall pay all amounts payable to Broker in accordance with any applicable brokerage agreement.

Section 7.02 Notices. All notices, claims, demands and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by

hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 7.02):

If to Seller: UNAGI SERVERS, INC.
c/o Boldwater Holdings LLC
1215 Chestnut Street
Newton, MA 02464
Email: jarosenberg@srhllc.com and dmr@srhllc.com
Attention: Jessica A. Rosenberg, Treasurer | David M. Rosenberg, President

with a copy to:
(which shall not constitute notice)
Nathanson & Goldberg, P.C.
183 State Street, 5th Floor
Boston, MA 02109
Facsimile: (617) 210-4824
Email: sas@natgolaw.com and mm@natgolaw.com
Attention: Scott A. Schlager, Esq.

If to Buyer: The VI, Incorporated
132 Youle Street
Melrose, MA 02176
Email: richardtaliere@yahoo.com
Attention: Richard Taliere, President | Joseph Dinarello, Treasurer

with a copy to:
(which shall not constitute notice)
Brooks & DeRensis P.C.
260 Franklin Street
Suite 700
Boston, MA 02110
Facsimile: (857) 259-5212
Email: rhoffman@bdboston.com
Attention: Rodney G. Hoffman, Esq.

Section 7.03 Interpretation; Headings. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement. References to gender herein are interchangeable and generic in all respects.

Section 7.04 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement.

Section 7.05 Entire Agreement. This Agreement and the other Transaction Documents constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous representations, warranties, understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and those in the other Transaction Documents, the Exhibits and the Disclosure Schedules (other than an exception expressly set forth as such in the Disclosure Schedules), the statements in the body of this Agreement will control.

Section 7.06 Successors and Assigns; Assignment. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns. Neither party may assign any of its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed. Any purported assignment in violation of this Section shall be null and void. No assignment shall relieve the assigning party of any of its obligations hereunder.

Section 7.07 Amendment and Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any right or remedy arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy.

Section 7.08 Governing Law; Submission to Jurisdiction; Waiver of Jury Trial.

(a) All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Massachusetts without giving effect to the conflict of law provisions thereof to the extent such provisions would require or permit the application of the laws of any jurisdiction other than the Commonwealth of Massachusetts. Any legal suit, action, proceeding or dispute arising out of or relating to this Agreement, the other Transaction Documents or the transactions contemplated hereby or thereby may be instituted in the federal courts of the United States of America or the courts of the Commonwealth of Massachusetts in each case located in Boston, Suffolk County, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, proceeding or dispute.

(b) **EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS AND SCHEDULES ATTACHED TO THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE**

TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT: (I) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION; (II) EACH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER; (III) EACH PARTY MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY; AND (IV) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 7.09 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Section 7.10 Non-Recourse. This Agreement may only be enforced against, and any claim, action, suit or other legal proceeding based upon, arising out of or related to this Agreement, or the negotiation, execution or performance of this Agreement, may only be brought against the entities that are expressly named as parties hereto and then only with respect to the specific obligations set forth herein with respect to such party. No past, present or future director, officer, employee, incorporator, manager, member, partner, stockholder, Affiliate, agent, attorney or other Representative of any party hereto or of any Affiliate of any party hereto, or any of their successors or permitted assigns, shall have any liability for any obligations or liabilities of any party hereto under this Agreement or for any claim, action, suit or other legal proceeding based on, in respect of or by reason of the transactions contemplated hereby.

Section 7.11 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 7.12 Timely Performance. Time shall be of the essence in the performance of each section of this Agreement.

Section 7.13 Disclosure Schedules. All section headings in the Disclosure Schedules correspond to the sections of this Agreement, but information provided in any section of the Disclosure Schedules shall constitute disclosure for purposes of each section of this Agreement where such information is relevant. Unless the context otherwise requires, all capitalized terms used in the Disclosure Schedules shall have the respective meanings assigned to such terms in this Agreement. Certain information set forth in the Disclosure Schedules is included solely for informational purposes and may not be required to be disclosed pursuant to this Agreement. No reference to or disclosure of any item or other matter in the Disclosure Schedules shall be construed as an admission or indication that such item or other matter is required to be referred to or disclosed in the Disclosure Schedules. No disclosure in the Disclosure Schedules relating to

any possible breach or violation of any agreement or Law shall be construed as an admission or indication that any such breach or violation exists or has actually occurred. The inclusion of any information in the Disclosure Schedules shall not be deemed to be an admission or acknowledgment by Seller that in and of itself, such information is material to or outside the ordinary course of the business or is required to be disclosed on the Disclosure Schedules. No disclosure in the Disclosure Schedules shall be deemed to create any rights in any third party.

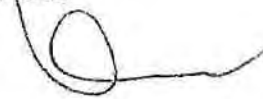
Section 7.14 Expenses. Except as otherwise expressly provided herein, all costs and expenses, including, without limitation, fees and disbursements of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses, whether or not the Closing shall have occurred; provided.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SELLER:


UNAGI SERVERS, INC., a Delaware corporation.



By: _____
David M. Rosenberg
President & Treasurer
Duly Authorized

BUYER:

THE VI, INCORPORATED, a Massachusetts corporation.

By:  _____
Richard Talieri
President
Duly Authorized

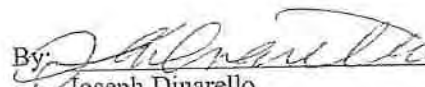
By:  _____
Joseph Dinarello
Treasurer
Duly Authorized

EXHIBIT A

DEFINITIONS CROSS-REFERENCE TABLE

The following terms have the meanings set forth in the location in this Agreement referenced below:

<u>Term</u>	<u>Section</u>
Actions	Section 3.08(a)
Affiliate	Section 1.03(b)
Agreement	Preamble
Allocation Schedule	Section 1.05
Assigned Contracts	Section 1.01(a)
Assignment and Assumption Agreement	Section 2.02(a)(ii)
Assumed Liabilities	Section 1.03(a)
Balance Sheet	Section 3.03
Balance Sheet Date	Section 3.03
Bill of Sale	Section 2.02(a)(i)
Books and Records	Not applicable.
Business	Recitals
Buyer	Preamble
Closing	Section 2.01
Closing Date	Section 2.01
Confidentiality Agreement	Section 5.01
Contracts	Section 1.01(a)
Control	Section 1.03(b)
Deductible	Section 6.04(a)
Disclosure Schedules	Section 1.01(a)
Encumbrance	Section 3.06
Excluded Assets	Section 1.02
Excluded Liabilities	Section 1.03(b)
Financial Statements	Section 3.03
Governmental Authority	Not applicable.

Governmental Order	Section 3.02
Indemnified Party	Section 6.04
Indemnifying Party	Section 6.04
Inventory	See Schedule 1.04.
Law	Section 3.02
Liabilities	Section 1.03(a)
Losses	Section 6.02
Material Adverse Effect	Section 3.02
Person	Section 3.02
Purchased Assets	Section 1.01
Purchase Price	Section 1.04
Seller	Preamble
Tangible Personal Property	See Schedule 1.04.
Taxes	Section 3.10(e)
Tax Returns	Section 1.05
Transaction Documents	Section 2.02(a)(ii)

EXHIBIT B
BILL OF SALE

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, UNAGI SERVERS, INC., a Delaware corporation ("Seller"), does hereby grant, bargain, transfer, sell, assign, convey and deliver to THE VI, INCORPORATED, a Massachusetts corporation ("Buyer"), all of its right, title, and interest in and to the Tangible Personal Property, as such term is defined in the ASSET PURCHASE AGREEMENT OF BILTMORE & MAIN RESTAURANT, dated as of December 9th, 2021 (the "Purchase Agreement"), by and between Seller and Buyer, as listed on Schedule 1.01, attached hereto and made a part hereof, to have and to hold the same unto Buyer, its successors and assigns, forever.

Buyer acknowledges that Seller makes no representation or warranty with respect to the assets being conveyed hereby except as specifically set forth in the Purchase Agreement.

IN WITNESS WHEREOF, Seller has duly executed this Bill of Sale as of

_____, 20____

SELLER:

UNAGI SERVERS, INC., a Delaware corporation.

By: _____

David M. Rosenberg
President & Treasurer
Duly Authorized

ASSENTED TO BY LESSEE:

UNAGI INVESTMENTS, LLC, a Delaware limited liability company:

By its Manager:

UNAGI INVESTMENTS MANAGEMENT, INC., a Delaware Corporation.

By: _____

David M. Rosenberg, President & Treasurer
Duly Authorized

SCHEDULE 1.01

Biltmore and Main Asset List UPDATED 12/1/2021
530 Main St, Reading MA
Prepared by Alex Tamargo

Kitchen

1. Walk-in cooler
2. 48" Advantco 2 door worktop freezer
3. 48" True sandwich 2 door prep cooler
4. 48" Centuar sandwich 2 door prep cooler
5. 48" stainless prep table
6. 3 bay sink
7. Pitco fryolator x2
8. Advancto fryolator
- 9. Advantco 27" worktop freezer**
- 10. Cooking Performance 36" range with oven**
11. 36" sandwich 2 door prep cooler
12. 72" Turbo Air sandwich 3 door cooler x2
13. 48" Jade Refrigeration grill and flattop
14. Superior electric steam table
15. 36" chef lowboy cooler
16. Duke 2 door convection oven
17. Assorted pots and pans
18. Assorted cookware and utensils
- 19. Assorted stainless steel tables and shelves**

Bar

1. 72" Turbo Air bottle reach in cooler
2. 72" True bottle reach in cooler
3. 48" True 2 glass door beer cooler x2
4. Ice wells x4
5. 3 bay sink
6. Hand sink x2
7. Dump sink x2
8. Assorted glassware

Dining Room

1. Toast POS tablet terminals x5 (negotiable)
2. Cash drawer x2
3. Panasonic cordless phone
4. 55" Sharp TV x6
5. 60" RCA TV
6. 55" Insignia TV

7. Two top high tops x5
8. Four top high tops x7
9. Eight top high top x1
10. Black bar stools x40
11. Green bar stools x22
12. Dining height two tops x6
13. Dining height four tops x10
14. Dining chairs x42
15. Brown lounge chairs x2
16. Grey love seat couch
17. Assorted plateware
18. Assorted silverware

Dry Storage/Upstairs

1. Walk-in cooler x2 (one with 38-line draft beer system, one food)
2. 48" Saturn 2 door stand up freezer (7' height)
3. 48" Avanti chest freezer
4. Hoshizaki ice maker and hopper
5. Carrier temporary heater
6. Space heaters x4

Office

1. HP desktop computer with mouse and keyboard
2. Samsung computer monitor
3. Panasonic cordless phone
4. HP Officejet printer 8710
5. Hollon digital floor safe
6. IBM monitor and DVR camera security system

Patio

1. Two top square patio table x8 (low and high)
2. Six top round patio table x7
3. Patio bar stools x6
4. Patio dining chairs x35
5. Patio heaters x4
6. Umbrellas x6

Leased Equipment*

1. ~~Ecolab bar glasswasher~~
2. ~~Ecolab kitchen dishwasher~~
3. NUCO beer gas and CO2 tanks

EXHIBIT C
ASSIGNMENT AND ASSUMPTION AGREEMENT

NOT APPLICABLE.

EXHIBIT D
DISCLOSURE SCHEDULES

1.02 – Excluded Assets

1.04 – Wire Transfer Instructions

1.05 – Allocation Schedule

2.01 – Closing Conditions Precedent

3.02 – Government Approvals and Licenses

3.08(a) – Legal Proceedings and Governmental Orders – NONE

3.10 – Tax Disclosures – NONE

SCHEDULE 1.01 – PURCHASED ASSETS

Biltmore and Main Asset List UPDATED 12/1/2021
530 Main St, Reading MA
Prepared by Alex Tamargo

Kitchen

20. Walk-in cooler
21. 48” Advantco 2 door worktop freezer
22. 48” True sandwich 2 door prep cooler
23. 48” Centuar sandwich 2 door prep cooler
24. 48” stainless prep table
25. 3 bay sink
26. Pitco fryolator x2
27. Advancto fryolator
- 28. Advantco 27” worktop freezer**
- 29. Cooking Performance 36” range with oven**
30. 36” sandwich 2 door prep cooler
31. 72” Turbo Air sandwich 3 door cooler x2
32. 48” Jade Refrigeration grill and flattop
33. Superior electric steam table
34. 36” chef lowboy cooler
35. Duke 2 door convection oven
36. Assorted pots and pans
37. Assorted cookware and utensils
- 38. Assorted stainless steel tables and shelves**

Bar

9. 72” Turbo Air bottle reach in cooler
10. 72” True bottle reach in cooler
11. 48” True 2 glass door beer cooler x2
12. Ice wells x4
13. 3 bay sink
14. Hand sink x2
15. Dump sink x2
16. Assorted glassware

Dining Room

19. Toast POS tablet terminals x5 (negotiable)
20. Cash drawer x2
21. Panasonic cordless phone
22. 55” Sharp TV x6
23. 60” RCA TV
24. 55” Insignia TV
25. Two top high tops x5

26. Four top high tops x7
27. Eight top high top x1
28. Black bar stools x40
29. Green bar stools x22
30. Dining height two tops x6
31. Dining height four tops x10
32. Dining chairs x42
33. Brown lounge chairs x2
34. Grey love seat couch
35. Assorted plateware
36. Assorted silverware

Dry Storage/Upstairs

7. Walk-in cooler x2 (one with 38-line draft beer system, one food)
8. 48" Saturn 2 door stand up freezer (7' height)
9. 48" Avanti chest freezer
10. Hoshizaki ice maker and hopper
11. Carrier temporary heater
12. Space heaters x4

Office

7. HP desktop computer with mouse and keyboard
8. Samsung computer monitor
9. Panasonic cordless phone
10. HP Officejet printer 8710
11. Hollon digital floor safe
12. IBM monitor and DVR camera security system

Patio

7. Two top square patio table x8 (low and high)
8. Six top round patio table x7
9. Patio bar stools x6
10. Patio dining chairs x35
11. Patio heaters x4
12. Umbrellas x6

Leased Equipment*

4. ~~Ecolab bar glasswasher~~
5. ~~Ecolab kitchen dishwasher~~
6. NUCO beer gas and CO2 tanks

SCHEDULE 1.04 – ESCROW AGENT WIRING INSTRUCTIONS

NATHANSON & GOLDBERG
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW

WIRING INSTRUCTIONS

Bank: First Republic Bank
160 Federal Street
Boston, MA 02110

ABA Routing No:

Account Name: Nathanson & Goldberg, P.C. Conveyancing IOLTA

ACCOUNT NO:

Account Beneficiary Information: Nathanson & Goldberg
183 State Street, 5th Floor
Boston, MA 02109
617-210-4800 (phone)
617-210-4824; (fax)

2.01 – Closing Conditions Precedent

The Buyer's obligation to close hereunder is subject to the following conditions:

a. Buyer being able to obtain an assignment or Amendment of that certain Standard Form Commercial Lease between Ekaterini Natsis, Trustee of Natsis Family Realty Trust under Declaration of Trust dated May 28, 2015 ("Lessor") and Unagi Investments, LLC, a Delaware limited liability company dated June 4, 2015 (the "Lease"), as the same has been amended by that certain Agreement and Lease Amendment dated June 1, 2021, such negotiations to be at Buyer's sole cost and expense;

b. Seller delivering to Buyer at Closing good, clear, and marketable title to all Purchased Assets;

c. Seller delivering to Buyer a Certificate of Good Standing or other documentation reflecting the payments of all amounts due from Seller to the Massachusetts Departments of Revenue and Unemployment Assistance have been paid or that an agreement(s) for such payment(s) have been made;

d. Buyer being able to obtain the following licenses and permits to operate the Business as it is currently being operated, including the transfer of the Alcoholic Beverages License from Seller to Buyer and food service license(s);

e. Seller shall provide evidence of satisfaction of Paycheck Protection Program Loans to Seller or its parent or affiliate entities by providing: (1) application for forgiveness approved by Seller's lending institution, (2) proof of payment of the PPP Loan in full, (3) proof that \$ _____ is being placed in escrow pursuant to SBA guidelines or (4) consent to this Agreement and the transaction contemplated hereby by the Small Business Administration.

f. Since the execution of this Agreement, Seller has operated the Business in the ordinary course of business in all material respects and there has not been any change, event, condition or development that is materially adverse to the ability of Seller to consummate the transactions contemplated hereby, except as otherwise previously disclosed to Seller or its legal counsel. Notwithstanding the foregoing, in good faith, Seller and Seller's Representatives have contacted Brookline Bank in order to obtain PPP Forgiveness, but cannot guarantee a definitive completion date for said forgiveness at this time.

g. Buyer shall have removed from the premises and properly disposed of all food, alcoholic beverages, and any other perishable items.

Buyer (i) shall use its commercially reasonable efforts to obtain the items described in sub-paragraphs a. and d. hereof as promptly as reasonably possible and (ii) shall have the right to waive any of the conditions listed.

With respect to sub-paragraph (d), above, if Buyer has used reasonable efforts to obtain the said licenses and permits and any such applications have been rejected for reasons that cannot be cured by Buyer within one hundred eighty (180) days thereafter, the condition shall be deemed not to have been fulfilled and this Agreement shall terminate and the deposit shall be returned to Buyer.

With respect to sub-paragraph (e), above, if Seller has used reasonable efforts to obtain appropriate approvals as contemplated therein on or before June 1, 2022, the condition shall be deemed not to have been fulfilled, and, at the option of Buyer, this Agreement may be

terminated and the deposit shall be returned to Buyer, with no further obligation owed by Seller to Buyer.



THE LICENSING BOARD OF THE TOWN OF READING

**HEREBY GRANTS A RESTAURANT LICENSE
to Expose, Keep for Sale, and to Sell
All Kinds of Alcoholic Beverages
To be Drunk on the Premises**

License No. 00005-RS-1016

**TO: UNAGI SERVERS, INC. D/B/A, BILTMORE & MAIN BAR AND GRILL,
530 MAIN STREET, READING, MA**

on the following described premises: 3200 sq.ft. restaurant with patio. Three entrances at side and two at the front. Rear access for deliveries.


This license is granted and accepted upon the express condition that the licensee shall, in all respects, conform to all the provisions of the Liquor Control Act, Chapter 138 of the General Laws, as amended, and any rules or regulations made thereunder by the licensing authorities. This license expires December 31, 2021, unless earlier suspended, cancelled or revoked and is subject to the following conditions:

All Bylaws, Rules and Regulations of the Town of Reading and of the Commonwealth of Massachusetts shall be followed, and also subject to a satisfactory inspection of the establishment by the Town Manager.

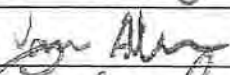


In Testimony Whereof, the undersigned have hereunto affixed their official signatures this 8th day of December, 2020.

**The hours during which
Alcoholic Beverages may be
sold are:**

**From 11:00 a.m. to 12:00
midnight on Monday through
Saturday, and 12 noon to 12:00
midnight on Sundays.**



Anne D. Bondy

LICENSING BOARD

**THIS LICENSE SHALL BE DISPLAYED ON THE PREMISES IN A
CONSPICUOUS POSITION WHERE IT CAN EASILY BE READ.**



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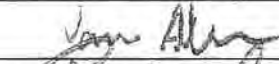



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Alcoholic Beverages may be
sold are:

From 11:00 a.m. to 12:00
midnight on Monday through
Saturday, and 12 noon to 12:00
midnight on Sundays.



Anne D. Handley

LICENSING BOARD

**THIS LICENSE SHALL BE DISPLAYED ON THE PREMISES IN A
CONSPICUOUS POSITION WHERE IT CAN EASILY BE READ.**

Application for Transfer of License

The VI, Incorporated .

**Right to Occupy 530 Main Street, Reading
Lease of Premises to Unagi Server, Inc.
And
Assignment to The VI, Incorporated .**

STANDARD FORM COMMERCIAL LEASE

1. PARTIES

Ekaterini Natsis, Trustee of Natsis Family Realty Trust under Declaration of Trust dated May 28, 2015, LESSOR, which expression shall include heirs, successors and assigns where the context so admits, does hereby lease to

Unagi Investments, LLC, a limited liability company duly organized and existing under the laws of the State of Delaware with its principal office at 1215 Chestnut Street, Newton, Massachusetts, LESSEE, which expression shall include successors, executors, administrators, and assigns where the context so admits, and the LESSEE hereby leases the following described premises:

2. PREMISES

a. The land and buildings at 530 Main Street, Reading, Massachusetts, the PREMISES, for the LESSEE's exclusive use and occupation, as shown on Exhibit A to this Lease. The PREMISES are leased "AS IS".

b. It is agreed between the Parties that the PREMISES have been rented in good order, condition and repair. The LESSEE acknowledges that it has inspected the PREMISES and that they are in good order and condition except as otherwise noted in writing to the LESSOR. The LESSEE agrees to maintain the PREMISES in good leasable condition and keep the outside areas of the PREMISES clean and free from all personal property (except for signage as permitted by this Lease), debris and rubbish.

3. TERM

The term of this Lease (the "Lease Term") shall commence on the "Commencement Date." The Commencement Date will be deemed to occur on the date when LESSEE has obtained all necessary liquor licenses to operate the PREMISES.

and obtain all the licenses of LESSEE
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Notwithstanding the foregoing, if LESSEE has not obtained all necessary liquor licenses by October 1, 2015, LESSEE will have the right to elect, in each case on written notice to LESSOR sent no later than October 10, 2015 in accordance with Article 20, (a) to terminate its obligations under this Lease and to demand (and receive) the return of its Security Deposit pursuant to Article 5, in which case the Commencement Date will not occur and the parties' obligations under this Lease will terminate; (b) to declare the Commencement Date to have occurred as of October 1, 2015; or (c) only if LESSEE has already taken and then continues to take commercially reasonable steps to obtain all necessary liquor licenses, to extend the time for the LESSEE to obtain all necessary liquor licenses to December 31, 2015. If the LESSEE does not elect to terminate this Lease, to declare the Commencement Date to have occurred or to extend the time for it to obtain all necessary liquor licenses, all as described in the preceding sentence, the LESSOR may elect to terminate its obligations under this Lease and to return the Security Deposit, on written notice to LESSOR sent no later than October 20, 2015 in accordance with Article 20.

The Lease Term will end on the last day of the 60th full calendar month following the Commencement Date, subject to LESSEE's option to extend such

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term for an additional three (3) periods of five (5) years each pursuant to this Lease as set forth below.

After the occurrence of the Commencement Date the LESSEE may take possession of the PREMISES only if and when all amounts the predecessor lessee, Phider Corp., owes to the LESSOR under its existing lease of the PREMISES, have been paid.

OPTION TO EXTEND: LESSEE shall have the right to renew the term of this Lease for an additional three (3) periods of five (5) years each (the "Renewal Term") subject to the following terms and conditions:

A. LESSEE shall not be entitled to extend the term hereof if on the date provided for the exercise of its rights hereunder, or on the date of commencement of a Renewal Term, either (i) LESSEE is in default of the performance of any of the material terms, covenants and conditions herein contained for which notice of default has been given by LESSOR to LESSEE in the manner provided in this Lease, which default has not been remedied in the time provided in this Lease, or (ii) LESSEE is no longer in possession of the PREMISES;

B. LESSEE shall exercise its right to extend the term of this Lease, if at all, by notifying LESSOR in writing of its election to exercise its right to renew the term hereof (a "Renewal Notice") not later than six (6) months prior to the expiration of the term; and

C. The Renewal Term shall be upon the same terms, covenants and conditions as contained in this Lease.

4. RENT

The LESSEE shall pay to the LESSOR rent ("Rent") at the rate of \$132,000.00 per lease year during the Lease Term or any Renewal Term, payable in advance in equal monthly installments of \$11,000.00 per month on the first day of each calendar month. The first month's Rent is waived.

5. SECURITY DEPOSIT

The LESSOR will hold a security deposit of Twenty Thousand Dollars (\$20,000.00) (the "Security Deposit") under this Lease. The LESSEE will deliver the Security Deposit to the LESSOR's attorney, John Faria, Esq., as "escrow agent," an attorney admitted to practice and in good standing in Massachusetts with an office at 382 Lowell Street, Wakefield, Massachusetts 01880, simultaneously with the execution of this LEASE, by check payable to Mr. Faria in that amount. Mr. Faria will hold the Twenty Thousand Dollar (\$20,000.00) Security Deposit in escrow in his clients' funds trust account and will deliver the Security Deposit to the LESSOR at any time from January 1, 2016 through January 31, 2016, if and only if the Commencement Date has occurred. If the Commencement Date does not occur, regardless of the reason, Mr. Faria will return to the LESSEE the Twenty Thousand Dollar (\$20,000.00) Security Deposit promptly upon receiving the LESSEE's written request. In the

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event of any dispute between the LESSOR and the LESSEE regarding the return of the Security Deposit, Mr. Faria will continue to hold the funds in his clients' funds trust account until the dispute has been resolved by agreement of the LESSOR and the LESSEE or, if they do not agree on the resolution of the dispute, by a court or other tribunal having jurisdiction of the dispute. Neither the LESSOR nor the LESSEE may make Mr. Faria a party to any litigation or dispute resolution process.

The LESSOR will hold the Security Deposit, if it receives it, as security for the LESSEE'S faithful performance of all of its obligations under this Lease. If the LESSEE fails to pay Rent or any other sum of money under this Lease, or otherwise defaults with respect to any provision of this Lease, the LESSOR may use, apply or retain all of any portion of the Security Deposit for the payment of any amount due hereunder. If the LESSOR uses or applies all or any portion of the Security Deposit, or if the total Security Deposit falls below the amount of Twenty Thousand Dollars (\$20,000.00) for any other reason, the LESSEE will within ten days after the LESSOR'S written demand deposit cash with the LESSOR sufficient to restore the Security Deposit to Twenty Thousand Dollars (\$20,000.00) and the LESSEE'S failure or refusal to do so will be a default of this Lease. The LESSOR will not be required to keep the Security Deposit separate from the LESSOR'S other funds or general accounts. If the LESSEE performs all of its obligations hereunder, the Security Deposit, or as much of it as has not previously been applied by the LESSOR, will be returned to the LESSEE, without interest or other increment for its use, to the LESSEE, at the expiration or other termination of this Lease and after the LESSEE has fully vacated the PREMISES.

6. TAX ADJUSTMENT

The Parties have reviewed the previous real estate tax bills, including any government impositions in lieu of or in substitution for real estate tax, presented by the LESSOR to the LESSEE and showing an amount of \$18,999.75 in real estate taxes for the present real estate tax year. The Parties have agreed that in addition to paying Rent, the LESSEE will make real estate tax escalation payments calculated and paid as follows: (1) based on the LESSOR'S having represented that real estate taxes for the present real estate tax year are \$18,999.75, the real estate tax base is set at \$18,999.75; (2) upon each anniversary of the Commencement Date the LESSEE will owe the LESSOR the amount of the real estate tax for the then current year in excess of the base real estate tax of \$18,999.75; and (3) the LESSEE will pay the excess amount in twelve (12) equal monthly installments. If upon further investigation it is found that the real estate tax for the present real estate tax year was higher or lower than \$18,999.75, the calculation described in the preceding sentence will be modified to reflect the correct amount. The real estate tax adjustment set forth in this Article 6 will be the only tax adjustment the LESSEE is required to pay under this Lease. There are no common area charges under this LEASE and there will be no common area charges under any extension of this LEASE provided that the LESSEE is required to maintain the entire PREMISES as set forth in this Lease.

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If possible, LESSEE shall, at LESSEE's expense (a) arrange for electricity to be furnished to the PREMISES directly from utility service providers, including the furnishing and installing of all meters and other components of the electrical system serving only the PREMISES, (b) provide electricity in the PREMISES to LESSOR, or LESSOR's employees, agents or contractors performing any work in the PREMISES (including cleaning services), (c) maintain and promptly make all repairs, ordinary and extraordinary, to all components of the electrical system serving only the PREMISES, including all meters, and (d) pay, as and when due, for electricity used in the PREMISES. LESSOR shall not overload the electrical system serving the PREMISES.

6A. CONSUMER PRICE ESCALATION

(1) LESSEE agrees that in the event the "Consumer Price Index for Urban Wage Earners and Clerical Workers, U.S. City Average, All Items (1967=100)" (the "Price Index") published by the Bureau of Labor Statistics of the United States Department of Labor, or any comparable successor or substitute index designated by the LESSOR appropriately adjusted as set forth in Article 6A(2) below, reflects an increase in the cost of living over the cost of living as of the Commencement Date, then the Rent set forth in Article 4 shall be adjusted in accordance with the following formula:

Price Index as of latest anniversary <u>of Commencement Date</u>	x	Then Current Rent	=	New Rent
Price Index as of Commencement Date				

Notwithstanding the foregoing, no such adjustment may reduce the Rent as previously payable in accordance with this Article 6 or Article 4 of this Lease.

(2) In the event the Price Index ceases to use the 1967 average of 100 as the basis of calculation, or if a substantial change is made in the terms or number of items contained in the Price Index, then the Price Index shall be adjusted to the figure that would have been arrived at had the manner of computing the Price Index in effect at the date of this Lease not been changed.

7. UTILITIES

LESSEE shall pay all expenses relating to the LESSEE's use and/or occupation of the PREMISES, including but not limited to electricity, air conditioning, cable television, water, sewer, storm water fees, snow and ice removal, municipal betterments, exterior and interior maintenances of the building, parking areas and walkways, except for structural repairs which will be the responsibility of LESSOR as set forth in this Article 6 and in Article 11.

LESSOR shall have no obligation to provide utilities or equipment; provided, however, that LESSOR will be responsible for all repairs and replacements of structural elements of the PREMISES including but not limited to replacing the roof. If the LESSEE requires additional utilities or equipment, the installation and maintenance thereof shall be the LESSEE's sole obligation, provided that such installation shall be subject to the written consent of the LESSOR.

8. USE OF

The LESSEE agrees that the PREMISES will be used and occupied by

PREMISES

the LESSEE only as a restaurant and for no other purpose or purposes. The LESSEE further agrees to conform to the following provisions during the Lease Term and the Renewal Term, if any:

(a) The LESSEE will not place on the exterior of exterior walls (including both interior and exterior surfaces of windows and doors) or on any part of the Property outside the PREMISES, any signs, symbols, advertisement or the like, visible to public view outside of the PREMISES except in compliance with all state and local statutes, regulations and ordinances.

(b) The LESSEE, at its expense, will comply with all rules, orders, regulations and requirements of the Reading Fire Department, or any other body hereafter constituted exercising similar functions and governing insurance rating bureaus; and will not do or permit anything to be done in or upon the PREMISES, or bring or keep anything therein, except as now or hereafter permitted by any governmental authority, Reading Fire Department or any other similar body having jurisdiction, or insurance rating bureau; and will keep the PREMISES equipped with all safety appliances or equipment required by such underwriters or other similar body or governing insurance rating bureau by reason of the LESSEE's particular use of the PREMISES or the location of partitions, trade fixtures or other contents of the PREMISES; and will procure all licenses and permits required because of such use, it being understood that the foregoing provisions will not be construed to broaden in any way the Permitted Use of the PREMISES.

(c) The LESSEE, at its expense, will comply with all laws, rules, orders, permit conditions, and regulations of governmental authorities now or hereafter in force and with any lawful direction of any public official, in each case to the extent the same are applicable to the PREMISES or the use and maintenance thereof.

(d) The LESSEE will not place a load upon the roof or any floor of the PREMISES exceeding the load which such floor was designed to carry or that which is allowed by law, whichever is less. The LESSOR reserves the right to limit the weight of safes and other heavy objects and to designate their position. The LESSEE will not move any safes or heavy objects in or out of the PREMISES without the LESSOR's prior consent.

(e) The LESSEE will not commit or allow to be committed any waste upon the PREMISES or any public or private nuisance.

(f) All property of any kind that may be on the PREMISES during the continuance of this Lease shall be at the sole risk of the LESSEE, and that the LESSOR shall not be liable to the LESSEE or any other person for any injury, loss, or damage to property or to any person on the PREMISES.

9. COMPLIANCE WITH LAWS

The LESSEE acknowledges that no trade or occupation shall be conducted in the PREMISES or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law of any municipal by-law or ordinance in force in the city or town in which the PREMISES are situated.

**10. FIRE
INSURANCE**

The LESSEE 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 on the contents of said property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. The LESSEE shall on demand reimburse the LESSOR, for all extra insurance premiums caused by the LESSEE's use of the PREMISES.

11. MAINTENANCE

(a) From and after the Commencement Date and until the end of the Lease Term and the Renewal Term, if any, the LESSEE – at its expense and as part of its obligation to pay Rent – will keep the nonstructural elements of the PREMISES and every part thereof in good order, condition and repair, and the LESSEE will surrender the PREMISES at the end of this Lease Term or the Renewal Term, if any, in broom swept condition. Except as may be provided in the case of fire or casualty as outlined herein, and unless caused by LESSEE's willful or intentional acts or LESSEE's negligence or failure to perform its maintenance obligations hereunder, LESSOR agrees (1) to keep in good order, condition and repair the structural elements of the PREMISES consisting of foundations, bearing elements of the walls and of the roof, and parking lot (not including line-painting, filling small holes and other routine repairs, which will be LESSEE's responsibility) except any condition caused by any act, omission or neglect of the LESSEE or any contractor of the LESSEE or any party for whose conduct the LESSEE is responsible. (2) LESSOR will not be liable for any failure to make such repairs unless the LESSEE has given notice to the LESSOR of the need to make such repairs and the LESSOR has failed to commence to make such repairs within a reasonable time thereafter. (3) LESSOR will be responsible for no other repairs or maintenance. Neither party will be responsible to make any improvements or repairs other than as expressly provided in this Lease.

(b) Whenever the LESSEE makes repairs, alterations, decorations, additions, removals, or improvements (including the installation of any equipment other than normal restaurant equipment) in or to the PREMISES:

(i) Any mechanic's or materialmen's lien filed against the PREMISES or the Property for work claimed to have been done for, or materials claimed to have been furnished to the LESSEE, will be immediately discharged by the LESSEE, at the LESSEE's expense, by filing the bond required by law or otherwise. If the LESSEE fails so to discharge any lien, the LESSOR may do so at the LESSEE's expense and the LESSEE will reimburse the LESSOR for all expenses and costs incurred by the LESSOR in so doing immediately after rendition of a bill therefor by the LESSOR to the LESSEE.

(ii) All installations or work done by or for the LESSEE will be at its own expense and will at all times comply with all (x) laws, rules, orders and regulations of governmental authorities having jurisdiction thereof; (y) orders, rules and regulations of the Boston Fire Department, or any other body hereafter constituted exercising similar functions, and governing insurance rating bureaus;

and (z) plans and specifications (which will be prepared by and at the expense of the LESSEE) theretofore submitted to and approved in writing by the LESSOR, said approval not to unreasonably withheld by the LESSOR.

(iii) The LESSEE will procure all necessary permits before undertaking any work in the PREMISES and will do all such work in a good and workmanlike manner, employing new materials of first quality, and will defend, save harmless, exonerate and indemnify the LESSOR from all injury, loss or damage to any person or property occasioned by such work. The LESSEE will cause contractors employed by the LESSEE to carry and maintain in force during the continuance of any work being performed for the LESSEE Worker's Compensation Insurance in accordance with statutory requirements and Commercial General Liability Insurance and Automobile Liability Insurance covering such contractors on or about the PREMISES.

(iv) The LESSEE will be required to arrange for garbage and trash removal and disposal from the PREMISES, and to insure that the exterior of the PREMISES is properly maintained, all at its sole cost and expense.

(v) The LESSEE shall have the right upon notice to LESSOR to make any emergency repairs to the Property in which event any expenditures by LESSEE shall be reimbursed by LESSOR to LESSEE within thirty (30) days or shall be deducted from the Rent.

12. ALTERATIONS AND ADDITIONS

The LESSEE shall not make structural alterations or additions to the PREMISES, but may make non-structural alterations provided the LESSOR consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at LESSEE's expense and shall be in quality at least equal to the present construction. LESSEE shall not permit any mechanics' liens, or similar liens to remain upon the PREMISES for labor and material furnished to LESSEE or claimed to have been furnished to LESSEE in connection with work of any character performed or claimed to have been performed at the direction of LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR. Any alterations or improvements made by the LESSEE shall become the property of the LESSOR at the termination of occupancy as provided herein.

13. ASSIGNMENT AND SUBLEASING

a. LESSEE shall not, directly or indirectly, assign, sublease, transfer or encumber any interest in this Lease or allow any third party to use any portion of the PREMISES (collectively or individually, a "Transfer") without the prior written consent of LESSOR, which consent shall not be unreasonably withheld, delayed or conditioned. Any attempted Transfer in violation of this Article shall be a Default by LESSEE and shall, at LESSOR's option, be void. Within 30 business days after receipt of executed copies of the transfer documentation and such other information as LESSOR may request.

b. The LESSEE shall not remain in possession of the Property without the written consent of the LESSOR at the expiration of the Lease Term hereof or of any Renewal Term.

14. NON-DISTURBANCE

LESSEE's possession and use of the PREMISES may not be disturbed by LESSOR, any mortgagee or any other person at any time during the Lease Term or any Renewal Term so long as LESSEE is not in default under this Lease.

15. LESSOR'S ACCESS

Within three (3) months before the expiration of the term LESSOR or agents of LESSOR may, at reasonable times and on reasonable advance notice to LESSEE, enter to view the PREMISES and may remove placards and signs not previously approved and affixed as herein provided, and make repairs and alterations as LESSOR should elect to do and may show the PREMISES to others, and at any time may affix to any suitable part of the PREMISES a notice for letting or selling the PREMISES or property of which the PREMISES are a part and keep the same so affixed without hindrance or molestation.

16. INDEMNIFICATION AND LIABILITY

The LESSEE shall save the LESSOR harmless from all loss and damage occasioned by the use or escape of water or by the bursting of pipes, as well as from any other claim or damage to the PREMISES, or by any nuisance made or suffered on the PREMISES, unless such loss is caused by the neglect of the LESSOR. The removal of snow and ice from the sidewalks including but not limited to sidewalks and parking areas shall be LESSEE's responsibility.

17. LESSEE'S LIABILITY INSURANCE

The LESSEE shall maintain with respect to the PREMISES and the property of which the PREMISES are a part comprehensive public liability insurance in the amount of One (\$1,000,000.00) million dollars/Two (\$2,000,000.00) million dollars with property damage insurance in limits of One (\$1,000,000.00) million dollars in responsible companies qualified to do business in Massachusetts and in good standing therein insuring the LESSOR as well as LESSEE against injury to persons or damage to property as provided. The LESSEE shall deposit with the LESSOR certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled without at least ten (10) days prior written notice to each assured named therein.

To the maximum extent permitted by law, the LESSEE shall indemnify and hold harmless the LESSOR, the members, managers, officers, agents and employees of the LESSOR and those in privity with the LESSOR, from and against all claims, expenses or liability of whatever nature (i) arising from any default, act, omission or negligence of the LESSEE, or the LESSEE'S contractors, licensees, agents, servants or employees, or the failure of the LESSEE or any such person to comply with any law, rule, order, regulation or lawful direction now or hereafter in force of any public authority, in each case to the extent the same are related, directly or indirectly, to the Premises or the LESSEE'S use thereof; or

(ii) arising directly or indirectly from any accident, injury or damage, however caused, to any person or property on or about the Premises; or (iii) arising, directly or indirectly, out of default or breach by the LESSEE under any of the terms, conditions or covenants of this Lease; or (iv) arising directly or indirectly, from any accident, injury or damage to any person or property resulting from, any act, omission or negligence on the part of the LESSEE, or the LESSEE'S contractors, licensees, agents, servants, employees or customers or anyone claiming by or through the LESSEE.

The obligations of LESSEE under this paragraph will survive the expiration or the termination of this Lease.

The LESSEE agrees to maintain in full force and effect as its sole cost and expense, throughout the Lease Term and any Renewal Term thereafter, if said option is exercised by the LESSEE, so long as the LESSEE is in occupancy of the PREMISES, a policy of public liability insurance, ("LESSEE's Insurance") with the following terms and conditions: (a) Commercial General Liability Insurance applicable to the PREMISES and its appurtenances providing, on an occurrence basis, a minimum combined single limit of \$1,000,000.00; (b) Property/Business Interruption Insurance written on an All Risk or Special Cause of Loss form, with coverage for broad form water damage including earthquake sprinkler leakage, at replacement cost value and with a replacement cost endorsement covering all of LESSEE's business and trade fixtures, equipment, movable partitions, furniture, merchandise and other personal property within the PREMISES ("LESSEE's Property") and any Leasehold Improvements performed by or for the benefit of LESSEE; (c) Workers' Compensation Insurance as required by Law and in amounts as may be required by applicable statute and Employers Liability Coverage of at least \$1,000,000.00 per occurrence. Any company writing LESSEE's Insurance shall have an A.M. Best rating of not less than A-VIII. All Commercial General Liability Insurance policies shall name LESSOR (or its successors and assigns), the managing agent for the Building (or any successor), and their respective members, principals, beneficiaries, partners, officers, directors, employees, and agents, and other designees of LESSOR and its successors as the interest of such designees shall appear, as additional insureds. In addition, LESSOR shall be named as a loss payee with respect to Property/Business Interruption Insurance on the Leasehold Improvements.

All policies of LESSEE's Insurance shall contain endorsements that the insurer(s) shall give LESSOR and its designees at least 30 days' advance written notice of any cancellation, termination, material change or lapse of insurance. LESSEE shall provide LESSOR with a certificate of insurance evidencing LESSEE's Insurance prior to the earlier to occur of the Commencement Date or the date LESSEE is provided with possession of the PREMISES, and thereafter as necessary to assure that LESSOR always has current certificates evidencing LESSEE's insurance. LESSOR may deny LESSEE entry to the PREMISES for failure to furnish evidence of insurance. LESSEE's failure to obtain and maintain such insurance within a 10 day period after LESSOR's notification to LESSEE of any such failure shall be a Default. In addition to any other

remedies available to LESSOR as a result of such Default by LESSEE, LESSOR may bond, insure over or otherwise discharge the lien. LESSEE shall reimburse LESSOR for any amount paid by LESSOR arising from a Default by LESSEE of its obligations under this Section including, without limitation, reasonable attorneys' fees.

**18. FIRE
CASUALTY-
EMINENT
DOMAIN**

LESSOR, by notice to LESSEE within 45 days of the date of the fire or other casualty (a "Casualty"), shall have the right to terminate this Lease if at least 50% of the PREMISES is damaged to the extent that it cannot reasonably be repaired to completion within 180 days after the date of the Casualty, during which time LESSEE will continue to pay Rent as due. If this Lease is not terminated, LESSOR shall promptly and diligently restore the PREMISES. Such restoration shall be to substantially the same condition that existed prior to the Casualty, except for modifications required by Law. However, in no event shall LESSOR be required to spend more than the insurance proceeds received by LESSOR. Upon notice from LESSOR, LESSEE shall assign or endorse over to LESSOR (or to any party designated by LESSOR) all property insurance proceeds payable to LESSEE under LESSEE's Insurance with respect to any Leasehold Improvements performed by or for the benefit of LESSEE; provided if the estimated cost to repair such Leasehold Improvements exceeds the amount of insurance proceeds received by LESSOR from LESSEE's insurance carrier, the excess cost of such repairs shall be paid by LESSEE to LESSOR prior to LESSOR's commencement of repairs. Within 15 days of demand, LESSEE shall also pay LESSOR for any additional excess costs that are determined during the performance of the repairs. LESSOR shall not be liable for any inconvenience to LESSEE, or injury to LESSEE's business, resulting in any way from the Casualty or the repair thereof. Provided that LESSEE is not in Default, during any period of time that all or a material portion of the PREMISES is rendered untenantable as a result of a Casualty, the Rent shall abate for the portion of the PREMISES that is untenantable and not used by LESSEE. Notwithstanding the foregoing, LESSOR shall have no obligation to restore the PREMISES following a casualty occurring in the last nine (9) months of the term of this Lease unless LESSEE has exercised its option to renew, in which case, LESSOR must restore the PREMISES notwithstanding the casualty occurred during the last nine (9) months of the first five (5) years of the term of this Lease.

**19. DEFAULT
AND BANK-
RUPTCY**

In the event that:

- (a) The LESSEE shall default in the payment of any installment of Rent or other material sum herein specified and such default shall continue for ten (10) days after LESSEE's receipt of written notice thereof; or
- (b) The LESSEE shall default in the observance or performance of any other of the LESSEE's material covenants, agreements, or obligations hereunder and LESSEE has not corrected such default, or commenced good faith steps to correct such default, within thirty (30) days, after written notice thereof; or
- (c) The LESSEE shall be declared bankrupt or insolvent according to

law, or, if any assignment shall be made of LESSEE's property for the benefit for creditors.

then the LESSOR shall have the right thereafter, which such default continues, to re-enter and take complete possession of the PREMISES, to declare the term of this Lease ended, and remove the LESSEE's effects, without prejudice to any remedies which might be otherwise used for arrears of Rent or other default. The LESSEE shall indemnify the LESSOR against all loss of Rent and other payments which the LESSOR may incur by reason of such termination during the residue of the term. If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any material conditions or covenants on LESSEE's part to be observed or performed under or by virtue of any of the provisions in any article of this lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such default for the account and at the expense of the LESSEE. If the LESSOR makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations insured, with interest at the rate of 6 per cent per annum and costs, shall be paid to the LESSOR by the LESSEE as additional Rent.

20. NOTICE

Any notice from the LESSOR to the LESSEE relating to the PREMISES or to the occupancy thereof, shall be deemed duly served if delivered in hand to a responsible person at the PREMISES addressed to the LESSEE, or by registered or certified mail, return receipt requested, postage prepaid, addressed to the LESSEE, and also, in each case, by certified or registered mail, return receipt requested, to LESSEE's attorneys' offices at such address as the LESSEE may from time to time advise in writing. Any notice from the LESSEE to the LESSOR relating to the PREMISES or to the occupancy thereof shall be deemed duly served, if mailed to the LESSOR by registered or certified mail, return receipt requested, postage prepaid addressed to the LESSOR at such address as the LESSOR may from time to time advise in writing. All Rent notices shall be paid and sent to the LESSOR at the agreed mailing address.

21. SURRENDER

The LESSEE shall at the expiration or other termination of this lease remove all LESSEE's goods and effects from the PREMISES. LESSEE shall deliver to the LESSOR the PREMISES and all keys, locks and structural alterations and additions made to or upon the PREMISES, in good condition, wear and tear and damage by fire or other casualty excepted. In the event of the LESSEE's failure to remove any of LESSEE's property from the PREMISES, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any of the property at LESSEE's expense, or to retain same under LESSOR's control or to sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

22. RIGHT OF

FIRST REFUSAL. If LESSOR agrees to sell the PREMISES to a third party during the Lease Term or any Renewal Term and LESSEE is not then in default under this Lease, LESSOR, within 3 days after it agrees to sell the PREMISES, will notify LESSEE in writing—including the price, payment terms, proposed closing date and all other material terms—of LESSOR's agreement to sell the PREMISES. LESSEE will then have a right of first refusal to purchase the PREMISES on the same terms agreed with the third party by written notice to LESSOR delivered within 30 days after LESSEE receives written notice of LESSOR's agreement to sell to a third party.

23. NO BROKER The LESSOR and the LESSEE acknowledge and agree that neither of them has retained a broker, and that no broker has been involved in this Lease.

24. OTHER PROVISIONS Addendum A attached hereto is incorporated herein.

IN WITNESS WHEREOF the LESSOR and the LESSEE set their hands and seals this ... 5th day of June 2015.

Natsis Family Realty Trust

By *J. Lee W. Faria, POA*
Ekaterini Natsis, Trustee
by *John W. Faria, POA*

Unagi Investments, LLC

By Unagi Investments Management, Inc.,
Manager

By *[Signature]*
Scott A. Kanter, EVP
Duly Authorized
dwf
[Signature]

1119407.18.4933019.1200

[Handwritten signature]

Exhibit A
Natsis Trustee, LESSOR
Unagi Investments, LLC, LESSEE
~~Deed~~

We, Stavros Natsis and Ekaterini Natsis, of 27 Wainwright Road, Winchester, Middlesex County, Massachusetts

For consideration paid, and in full consideration of Ten (\$10.00) Dollars none/100

Grant to Ekaterini Natsis, as Trustee, Natsis Family Realty Trust u/d/t dated June 4, 2015 as set forth in Trustee Certificate recorded herewith.

With covenants, four parcels of land with the buildings thereon, situated in Reading, Middlesex County, Massachusetts, bounded and described as follows:

First Parcel: The land in said Reading, with the buildings thereon, and bounded:

- Westerly by Ash Street, ninety and 40/100 (90.40) feet;
- Northerly by land now or formerly of S.R. Stembridge Co., forty-six and thirty-five one-hundredths (46.35) feet;
- Easterly by land of Stembridge Co., ten (10) feet;
- Northerly by land of Stembridge Co., sixty-five and 20/100 (65.20) feet;
- Easterly by Main Street one and 1/10 (1.1) feet;
- Southerly by land now or formerly of John Murray sixty-five (65) feet;
- Easterly by said land of Murray seventy and 5/10 (70.5) feet; and
- Southerly by land now or formerly of Grace P. Atkinson sixty-two and 35/100 (62.35) feet.

Be all of said measurements more or less or however otherwise said premises may be bounded, measured or described.

Second Parcel: The land in Reading, Massachusetts situated on the westerly side of Main Street, and bounded and described as follows:

- Easterly by said Main Street eighty and 45/100 (80.45) feet;
- Southerly by land of parties unknown fifty-five and 65/100 (55.65) feet;
- Westerly by land now or formerly of Mary Dane and land now or formerly of Rosamond A. Stone eighty and 40/100 (80.40) feet; and
- Northerly by land now or formerly of Rosamond A. Stone forty-four and 40/100 (44.40) feet.

Containing four thousand and nine (4,009) square feet of land more or less.

Third Parcel: The land in Reading located on Main Street, said land being more particularly bounded and described as follows:

Commencing at a drill hole at Main Street at the southeast corner of land now or formerly of Jeremiah Flint heirs, thence

- Westerly by land of said Flint heirs to an iron bolt at the southwest corner of land of said Jeremiah Flint heirs, thence continuing Westerly by land of Julius I. Gleason to a stone bound at Ash Street, together measuring one hundred two and 55/100 (102.55) feet, thence
- Southerly by Ash Street twenty-seven and 75/100 (27.75) feet to a stake at land now or formerly of James H. Remick, thence
- Easterly by land of said James H. Remick in one straight course forty-six and 35/100 (46.35) feet to a stake; thence turning at right angles and running
- Southerly by land of James H. Remick in one straight course ten (10) feet to a stake at land of said James H. Remick, thence turning at right angles and running
- Easterly sixty-five and 20/100 (65.20) feet on one straight course to a stake at Main Street; thence running
- Northerly by Main Street fortyfour and 55/100 (44.55) feet to the point of beginning.

Containing three thousand nine hundred six (3,906) square feet of land all in accordance with the plan entitled "Plan of Lot situated in Reading, Mass. to be conveyed to S.R. Stembridge Co." dated March 1925, by Davis & Abbott, Civil Engineers, Reading, Mass., recorded with Middlesex South District Registry of Deeds in Book 8365 end.

Fourth Parcel: The land in Reading, Middlesex County, Massachusetts, bounded and described as follows:

Beginning at an iron pipe on Main Street at the Northeasterly corner of the granted premises; thence the boundary line runs

Westerly by land now or formerly of Mary J. Atkinson, about sixty-five (65) feet to a drill mark on a rock; thence

Southerly by land now or formerly of Mary J. Atkinson, seventy and 5/10 (70.5) feet to a corner in the fence as it now stands; thence

Easterly by land now or formerly of Mrs. Grace P. Atkinson sixty-seven and 75/100 (67.75) feet to a stake on Main Street; thence

Northerly by said Main Street, sixty-nine (69) feet to the point of beginning.

This parcel conveyed with buildings thereon.

Containing four thousand six hundred twenty-two (4,622) square feet, by any or all of said measurements more or less.

Being all of the same premises, and meaning and intending to describe all of the premises conveyed to the Grantor by confirmatory deed of Stavros Natsis dated August 14, 1992, recorded with Middlesex South Registry of Deeds in Book 22296, Page 319.

Witness our hand and seal this 4th day of June, 2015.

Stavros Natsis

John W. Faria POA
Ekaterini Natsis by
John W. Faria POA

Witness:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

June 4, 2015

On this 4th day of June, 2015 before me the undersigned notary public, personally appeared Stavros Natsis and Ekaterini Natsis personally known to me to be the person(s) whose names are signed on the preceding or attached document, and acknowledge to me that they signed it voluntarily for its stated purpose.

John W. Faria, Notary Public
My commission expires: 06-30-2017

NATSIS FAMILY REALTY TRUST
Trustee's Certificate
M.G.L. Chapter 184, Section 35

Name of Trust: The name of the trust is **NATSIS FAMILY REALTY TRUST** established under a Declaration of Trust dated June 4, 2015.

Date of Trust: June4, 2015

Donor/Settlor: Stavros Natsis and Ekaterini Natsis

Trustee(s): Ekaterini Natsis

Successor Trustees: Stavros Natsis and Loukas Natsis or either one of them in the event of the death, resignation, or disability of the other.

Termination:

TRUSTEE'S CERTIFICATION

The undersigned, Ekaterini Natsis, Trustee of the Natsis Family Realty Trust established under a Declaration of Trust dated June 4, 2015 (the "Trust") with a mailing address of 27 Wainwright Road, Winchester, Middlesex County, Massachusetts under pains and penalties of perjury says that:

- A. She is a Settlor and current Trustee of the Trust and has neither resigned nor been dismissed.
- B. The Trust is in full force and effect and has not been revoked, altered, amended, modified or terminated.
- C. The Trustee has the following powers in addition to all other powers conferred by law or other provisions of this trust which maybe exercised without court approval, inter alia;

1. Retain any part or all of any real estate (or any interest therein) that becomes part of the trust property (the real estate) for such period as the trustee may determine.
2. To sell the real estate at public or private sale for such consideration and upon such terms as to credit, security, and other matters as the Trustee deems advisable.
3. To lease real estate and to grant options and make other contracts concerning same (whether or not extending beyond the term of any trust).
4. To enter banking relationships, borrow money, and mortgage real estate as security for the debt.
5. To execute and deliver all appropriate deeds, instruments, and discharge mortgages of record.
6. To record in the appropriate registry of deeds any instrument, including any certificates acknowledged by the Trustee as to any fact including additional trust terms and concerning real estate; and any person without actual knowledge to the contrary may rely conclusively on the substance and genuineness of any such instrument and to the correctness of such instrument.
7. The trustee may exercise the foregoing powers not only during the term of the trust but also after termination until final distribution of the trust property. No person dealing with the real estate shall be required to see the application of any money or property delivered to the Trustee, or to see that the terms and conditions of this trust have been complied with. Every instrument executed or action taken by the person or entity appearing to be the Trustee shall be conclusive evidence that that the Trust was in full force and effect when the instrument was delivered and of the action was taken; that such person or entity was the Trustee; and that such instrument or action was valid and legally binding.
8. The Trustee is authorized to purchase, mortgage, convey any and all trust property.
9. There are no additional facts that constitute either a limitation or a condition precedent to acts by the Trustee(s) or which are in any other manner germane to affairs of the Trust in connection with the aforesaid actions.

D. Pursuant to Article III of the Trust:

“Either Settlor or the holder of a Settlor’s Power of Attorney may alter, amend, or revoke this Trust at any time during a Settlor’s lifetime.”

Signed under pains and penalties of perjury this 4th day of June, 2015.

Ekaterini Natsis, Trustee

COMMONWEALTH OF MASSACHUSETTS

Middlesex,ss

June 4, 2015

On this 4th day of June, 2015 before me the undersigned notary public, personally appeared Ekaterini Natsis, Trustee as aforesaid and personally know to me to be the person whose name is signed on the preceding or attached document, and acknowledge to me that she signed it voluntarily for its stated purpose.

John W. Faria, Notary Public
My commission expires: 06-30-2017

EXHIBIT A

Parcel ID	246-170-0000-00390	4748 s.f.	64 Ash Street
Parcel ID	246-170-0000-00400	7916 s.f.	530 Main Street
Parcel ID	246-170-0000-00380	4685s.f.	520 Main Street
Building	520 Main Street	-	(s.f.?)
Building	530 Main Street	-	(s.f.?)
Building	2 nd Floor Main Street	-	(s.f.?)

John W. Faria POA
Katarina Natsis
by John W. Faria,
Attorney in fact

Unagi Investments LLC

1215 Chestnut Street
Newton, MA 02464

March 2, 2020

Via Certified Mail

Ekaterini Natsis, Trustee
Natsis Family Realty Trust
27 Wainwright Road
Winchester, MA 01890-2370

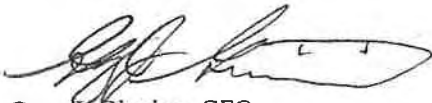
Re: Lease Agreement between Ekaterini Natsis, Trustee of Natsis Family Realty Trust u/d/t dated May 28, 2015 ("Lessor") and Unagi Investments, LLC ("Lessee") dated June 2, 2015 (the "Lease")

Dear Mr. Natsis:

Pursuant to the terms of the referenced Lease (Item 3, Option to Extend), this letter shall serve as written notification to Lessor that Lessee is electing to exercise its first option to renew the Lease for the premises at 530 Main Street, Reading, Massachusetts. The renewal period is for an additional five (5) year term commencing on October 1, 2020 through September 30, 2025. Based on recent discussions, we would appreciate meeting to review the rent moving forward. I will contact you when you return from Florida to schedule a convenient time.

If you have any questions, please contact me at (781) 433-9026.

Sincerely yours,



Gary J. Gianino, CFO
Unagi Investments, LLC

emc/

cc: John W. Faria, Attorney at Law
382 Lowell Street
Wakefield, MA 01880

AGREEMENT AND LEASE AMENDMENT

This Agreement and Lease Amendment is made this 1st the of June 2021 by and between Unagi Investments, LLC (Unagi), and Ekaterini Natsis, Trustee of Natsis Family Realty Trust (Natsis), regarding the property, Unagi's restaurant business, and the lease for the premises located at 530 Main Street Reading, Massachusetts (hereinafter, the "Premises").

This Agreement is made in consideration of one (\$1.00) Dollar and the mutual covenants contained herein.

Whereas the Natsis Family Realty Trust is the owner of the property at 530 Main Street, Reading, Massachusetts, and is the Commercial Landlord of the premises pursuant to the Commercial Lease with Unagi entered into on June 5, 2015, as extended;

Whereas Unagi as Commercial Tenant is currently in possession of the premises pursuant to said Commercial Lease, as extended, and the Lease has not been terminated;

Whereas an offer was made to Unagi by a third party regarding the purchase of Unagi's restaurant business known as Biltmore and Main located at the Premises, but said offer was not accepted by Unagi and has expired;

Whereas the Natsis Family Realty Trust wishes to be free from any claims, actions, lawsuits and the like between Unagi and any and all third parties dealing with Unagi regarding the sale of its aforesaid restaurant business, and

Whereas the parties are in disagreement over the issue of back rent owed by Unagi to Natsis, arising out of the Covid-19 pandemic, and periods of related government-mandated closure of restaurants and/or occupancy restrictions impacting Unagi's restaurant; and

Whereas Unagi and Natsis Family Realty Trust wish to resolve all disputes between them regarding the lease of the Natsis property at 530 Main Street, Reading, Massachusetts, and are accordingly entering into the Lease Amendment for the premises, as set forth below.

II.

IT IS THEREFORE AGREED:

1. Natsis shall retain, own, and possess for its own use all funds it presently holds from Unagi including a deposit of \$20,000.00 paid upon execution of the aforesaid lease, and approximately \$24,000.00 realized from an insurance claim regarding the premises at 530 Main Street, and
2. Unagi has paid the Natsis Family Realty Trust the sum of \$6,000 in rent for the month of April, 2021, prior to the execution of this Agreement., and

3. Unagi has paid the Natsis Family Realty Trust an additional sum of \$6,000.00 Dollars in rent for the month of May, 2021 prior to signing this Agreement, and
4. Unagi shall pay Natsis an additional sum of \$60,000.00 on or before June 10, 2021, toward past rent owed by Unagi in the amount of \$105,000.00, and Natsis agrees to waive payment of the remaining sum of \$45,000.00; and
5. The foregoing payments shall be accepted in full satisfaction of Natsis' claims for past due rent, and
6. Unagi shall pay Natsis \$12,250 per month rent beginning with the first day of June 2021, and all rental payments thereafter due shall be payable on the first day of the month subject to consumer price index adjustment as set forth herein with such adjustments to be determined on the first day of June on each successive year of the lease.
7. By paying all rent as required herein, Unagi shall thereupon be entitled to use and occupy the premises at 530 Main Street as tenant under the current lease (as amended herein) by paying rent as provided herein and therein, but should Unagi fail to make such payments, Unagi shall be in default of the terms of the Lease Amendment and Natsis shall be permitted to proceed under the default and termination provisions of the Lease.
8. The terms of the lease are clarified and amended as follows:

CONSUMER PRICE ESCALATION AMENDMENT

(1) LESSEE agrees that in the event the "Consumer Price Index for All Urban Consumers, All Items in Boston-Cambridge-Newton, MA_NH (1982-84=100), CPI-U (the "Price Index") published by the Bureau of Labor Statistics of the United States Department of Labor, or any comparable successor or substitute index designated by the LESSOR appropriately adjusted as set forth in Article 6A(2) below, reflects an increase in the cost of living over the cost of living as of the Commencement Date, then the Rent set forth in Article 4 shall be adjusted in accordance with the following formula:

Price Index as of latest anniversary of Commencement Date	x	\$12,250.00	=	New Rent
Price Index of 286.615				

Notwithstanding the foregoing, such CPI adjustment shall apply only to rent increases beginning with the term of the Amendment to Lease commencing June 1, 2021. In the event the Price Index ceases to use the 1982-84 average of 100 as the basis of calculation, or if a substantial change is made in the terms or number of items contained in the Price Index, then the Price Index shall be adjusted to the figure that would have been arrived at had the manner of computing the Price Index in effect at the date of this Lease not been changed.

AMENDMENT TO LEASE

The term of this Lease (the "Lease Term") shall commence on June 1, 2021 and the Lessee may take or retain possession of the PREMISES, but only if Lessee has paid to the Lessor the sum of \$12,250.00 as rent for the month of June, 2021 upon execution of this agreement with the timely payment of all other sums of money required hereunder. Each aforesaid payment shall be considered as rent due hereunder. Upon full and timely satisfaction of all payments, all other prior rent due and owing under the written lease of the property by the Lessee shall be waived, including \$5,000.00 in rent for the month of April, 2021, \$5,000.00 in rent for the month of May, 2021, and \$45,000.00 in additional past rent as set forth above.

The Lease Term will end on the 31st day of May 2026, subject to LESSEE's option to extend such term for an additional two (2) periods of five (5) years each pursuant to this Lease as follows.

LESSEE shall have the right to renew the term of this Lease for an additional two (2) periods of five (5) years each (the "Renewal Term") subject to the following terms and conditions:

a. LESSEE shall not be entitled to extend the term hereof if on the date provided for the exercise of its rights hereunder, or on the date of commencement of a Renewal Term, either

(i) LESSEE is in default of the performance of any of the terms, covenants and conditions herein contained, at the time provided for the exercise of its renewal rights hereunder, or on the date of commencement of a Renewal Term, which default has not been remedied after notice by the LESSOR, or

(ii) LESSEE is no longer in possession of the PREMISES.

LESSEE shall exercise its right to extend the term of this Lease, if at all, by notifying LESSOR in writing of its election to exercise its right to renew the term hereof (a "Renewal Notice") not later than six (6) months prior to the expiration of the term; and the Renewal Term shall be upon the same terms, covenants and conditions as contained in this Lease. Lessee's failure to pay rent due to the Covid-19 pandemic mandated closure shall not constitute a default preventing renewal of the Lease for a Renewal Term.

III.

(i) In executing this Agreement, the parties hereby release, remise, and forever discharge one another from any and all prior claims, including rents, reimbursements, losses, damages, and claims of all kinds that either party could assert against the other in any way related to, and/or arising out of, the lease between them except as provided herein.

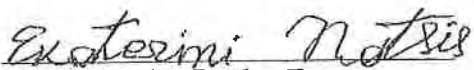
(ii) The Lessee hereunder agrees to indemnify and hold harmless the Lessor, its trustee(s), agents, servants, attorneys, and employees of and from any and all claims that may arise out of and/or in relation to the Lessee listing for sale the Lessee's business operated in the leased premises.


(iii) The Lessor agrees to repair or replace the following in the Premises: (i) the roof the building which has leaked in the past; (ii) pre-existing plumbing issues where pipes have deteriorated under the concrete slab of the Premises.

(iv) Upon payment and receipt of all sums payable hereunder, the lease between the parties is hereby ratified and confirmed except to the extent modified hereby.

(v) Time is of the essence for each and every payment due hereunder.

Dated: June 1st, 2021


Natsis Family Realty Trust
By its Trustee


Urugi Investments, LLC
by its authorized signatory

**ASSIGNMENT AND ASSUMPTION
OF LEASE AGREEMENT**

THIS ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT (“Agreement”) is made and entered into this ___th day of February 2022, by and between **Unagi Investments, LLC** (“Assignor”) and **THE VI, INCORPORATED** (“Assignee”) by its President, Richard Talieri.

RECITALS

WHEREAS, Assignor, as Tenant, and Ekaterini Natsis, Trustee of Natsis Family Realty Trust, (“Landlord”) entered into that certain Lease Agreement dated June 4, 2015, together with amendments thereto the Lease Agreement, (collectively the “Lease”) pursuant to which Landlord agreed to lease to Assignor certain premises commonly known as 530 Main Street, Reading, MA; and,

WHEREAS, Landlord, Ekaterini Natsis, Trustee of Natsis Family Realty Trust, has provided its further written consent by signature hereunder to this Assignment of said Lease by **Unagi Investments, LLC** (“Assignor”) to **THE VI, INCORPORATED**; and,

WHEREAS, Assignor desires to assign all of its right, title and interest in the Lease to Assignee and Assignee desires to assume Assignor’s obligations under the Lease.

AGREEMENT

NOW, THEREFORE, in consideration of \$1.00 and the mutual covenants contained herein and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor hereby assigns to **THE VI, INCORPORATED**, Assignee, all of its right, title and interest in and to the Lease including any and all prepaids and other rights or entitlements of Assignor under the Lease, subject to all of the terms, covenants, conditions and provisions of the Lease.
2. Assumption. From and after the date hereof, Assignee hereby assumes, covenants and agrees to keep and perform each and every obligation of Assignor under the Lease. Assignee agrees to be bound by each and every provision of the Leases as if it had executed the same.
3. Assignor’s Representations and Warranties. Assignor represents and warrants to Assignee that:
 - a) the Lease is in full force and effect, unmodified except as provided in this Agreement;
 - b) Assignor’s interest in the Lease is free and clear of any liens, encumbrances or adverse interests of third parties;

- c) Assignor possesses the requisite legal authority to assign its interest in the Lease as provided herein.
- d) There are no sums due and owing by Assignor under the Lease as of the effective date hereof, and there exists no condition of default thereunder.

4. Conditions. This Assignment is made for purposes of allowing the transfer of that certain liquor license at the premises held by Unagi Servers, Inc. to The VI, Incorporated, and subsequently the closing of a certain purchase and sales agreement for the assets of Unagi Servers, Inc to The VI, Incorporated. In the event for any reason the license is not duly transferred and the asset purchase not consummated, then this assignment, upon written notice to Assignor, shall be null, void, and of no further effect.

5. Indemnification. Assignee, agrees to indemnify, defend and hold harmless Assignor from any and all claims, demands and debts which may become due under the Lease on or after the Effective Date

6. Expenses. The parties hereto will bear their separate legal or other expenses in connection with this Agreement.

7. Entire Agreement. This Agreement embodies the entire understanding of the parties hereto and there are no other agreements or understandings written or oral in effect between the parties relating to the subject matter hereof unless expressly referred to by reference herein. This Agreement may be amended or modified only by an instrument of equal formality signed by the parties or their duly authorized agents.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Massachusetts and each of the parties hereto submits to the non-exclusive jurisdiction of the courts of the State of Massachusetts in connection with any disputes arising out of this Agreement.

9. Successors and Assigns. This Agreement and the provisions hereof shall be binding upon and shall inure to the benefit of the successors and assigns of the parties.

10. Attorneys' Fees. In the event of a dispute arising under this Agreement, the prevailing party shall be entitled to recover all reasonable attorneys' fees.

11. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures shall be deemed the same as originals.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

ASSIGNOR:

Unagi Investments, LLC

By: Uniga Investments Management, Inc., Manager

By: David M. Rosenberg, President, Duly Authorized

ASSIGNEE:

THE VI, INCORPORATED

By: Richard Talieri, President

Acknowledgement by Landlord, Ekaterini Natsis, Trustee of Natsis Family Realty Trust:

The above Assignment is hereby acknowledged and assented to this _____ day of February, 2022.

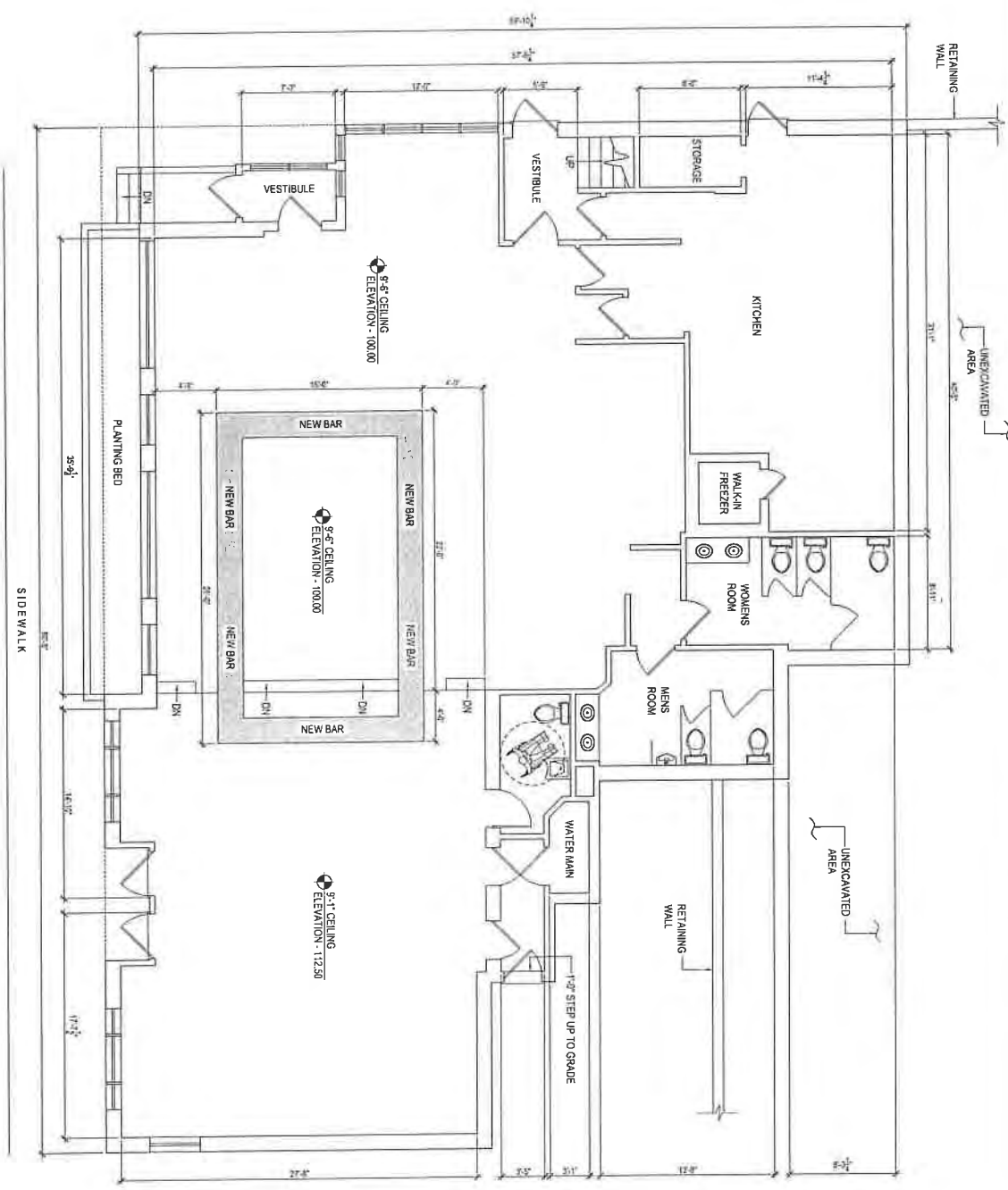
By:
E. NATSIS

Ekaterini Natsis, Trustee

Application for Transfer of License

The VI, Incorporated

**Architect's Floor Plan of first floor of 530 Main Street, Reading
And
Layout showing interior seating and patio seating at tables number 61 - 83**



FIRST FLOOR PLAN

GENERAL NOTE:
 1. BARY ASSOCIATES, LLC, ENGINEERING ASSOCIATES, INC., ARCHITECTURE, INC., AND INTERIORS, INC., ARE THE ARCHITECTS OF RECORD FOR THIS PROJECT. ALL WORK SHALL BE APPROVED BY THE ARCHITECT BEFORE PROCEEDING WITH CONSTRUCTION.

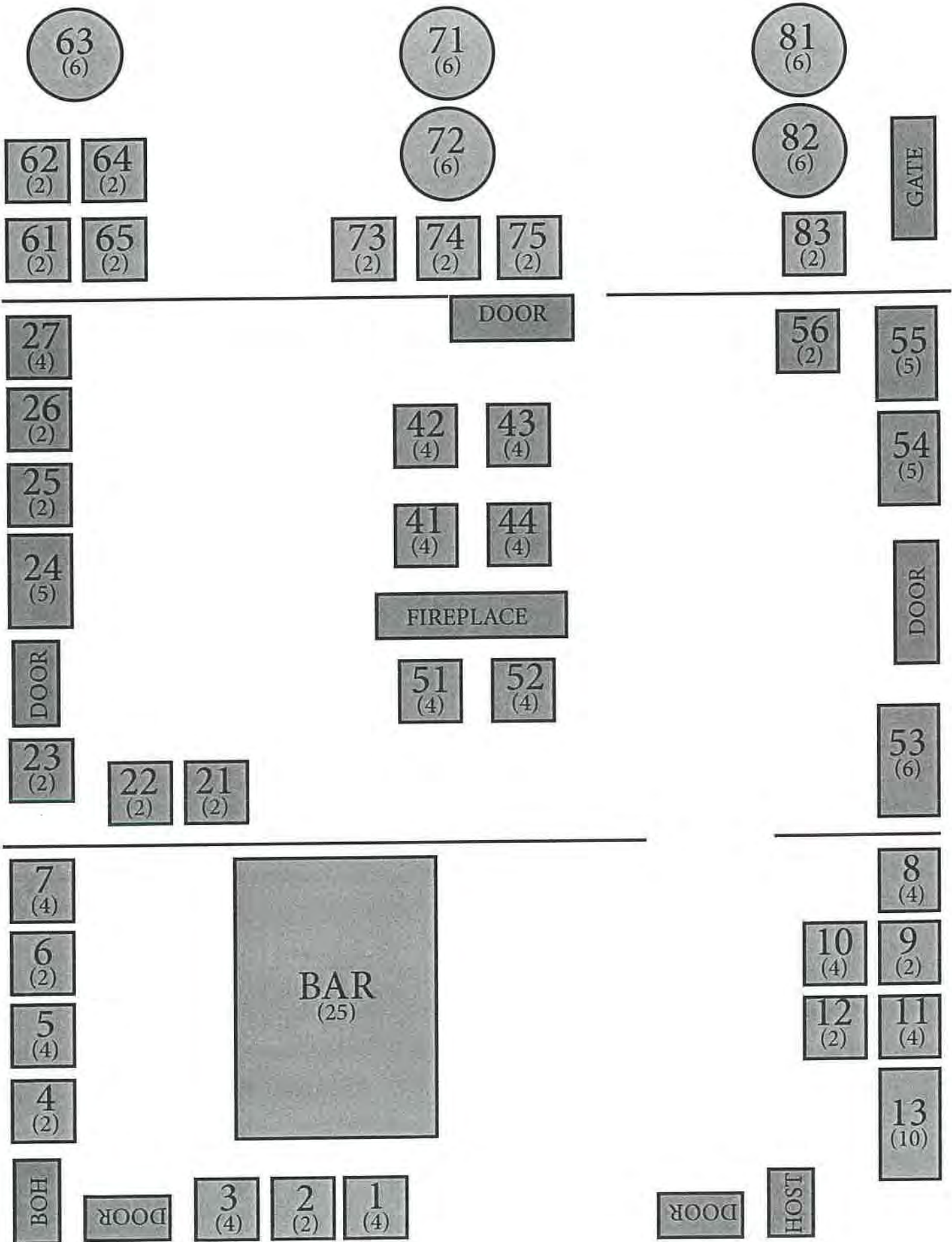
A1

PROPOSED FIRST FLOOR PLAN

DATE: 2-15-10
 REV: 1/11 - F3/11
 DRAWN BY: W. Christopher
 CHECKED BY: W. Christopher

Dermot Bolger
 Project # 09-211
 530 Main Street
 Reading, Ma

ROCHE - CHRISTOPHER ARCHITECTURE, LLC
 113 Pleasant Ave. www.rca-arch.com Telephone: 617-242-8810
 Danvers, Massachusetts 01922 Fax: 617-242-7866



Application for Transfer of License

The VI, Incorporated

**Supporting Financial Records of
JRMM, Inc.**

(Savings and Checking Account Statements at 12/31/21)



BCK 305 - Post Office Box 391 - Wren, MA 01973-0391

Statement Period Dec 01, 2021 thru Dec 31, 2021
Account Number:

Summary - All Accounts

Type	Account #	Ending Balance
STATEMENT SAVINGS		\$403,568.01
TOTAL BALANCE		\$403,568.01
Total Balance		\$403,568.01



JRMM INC
132 YOULE ST
MELROSE MA 02176

STATEMENT SAVINGS - I

Date	Transaction Description	Withdrawal	Deposit	Balance
	STARTING BALANCE			\$520,064.33
Dec 02	Automatic Transfer Transfer From Deposit System Account		1,000.00	
Dec 06	Automatic Transfer Transfer From Deposit System Account		1,500.00	
Dec 06	BOOK Transfer Debit REF - FUNDS Transfer To DEP ROM	27,500.00		
Dec 09	Automatic Transfer Transfer From Deposit System Account		1,000.00	
Dec 09	BOOK Transfer Debit REF FUNDS Transfer To DEP FROM	75,000.00		
Dec 13	Automatic Transfer Transfer From Deposit System Account		1,500.00	
Dec 16	Automatic Transfer Transfer From Deposit System Account		1,000.00	
Dec 16	BOOK Transfer Debit REF FUNDS Transfer To DEP FROM	25,000.00		
Dec 20	Automatic Transfer Transfer From Deposit System Account		1,500.00	
Dec 23	Automatic Transfer Transfer From Deposit System Account		1,000.00	
Dec 27	Automatic Transfer Transfer From Deposit System Account		1,500.00	
Dec 30	Automatic Transfer Transfer From Deposit System Account		1,000.00	

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Statement Period: Dec 01, 2021 thru Dec 31, 2021
 Account Number:

STATEMENT SAVINGS- (continued)

Date	Transaction Description	Withdrawal	Deposit	Balance
------	-------------------------	------------	---------	---------

Dec 31	Interest Credit		3.68	
--------	-----------------	--	------	--

Starting Balance: \$520,064.33
 Ending Balance: \$403,568.01
 Average Collected Balance: \$434,032.00

Number of Days in Period: 31
 Total Deposits/Credits: \$11,003.68
 Total Withdrawals/Debits: \$127,500.00

Interest Rate Summary

Interest Earned This Period	Year to Date Interest Paid	Annual Percentage Yield Earned	Interest Rate	
			Date	Rate
\$3.68	\$72.06	0.01%	11/30/21	0.01%

Balance Summary

Date	Balance	Date	Balance	Date	Balance	Date	Balance
12/02	521,064.33	12/13	422,564.33	12/23	401,064.33	12/30	403,564.33
12/06	495,064.33	12/16	398,564.33	12/27	402,564.33	12/31	403,568.01
12/09	421,064.33	12/20	400,064.33				





BOX 305 - Post Office Box 391 Lynn MA 01903-0491

Statement Period: Dec 01, 2021 thru Dec 31 2021
 Account Number:
 Number of Items Enclosed: 310

Summary - All Accounts

Type	Account #	Ending Balance
FREE BUSINESS CKG		\$91,991.65
TOTAL BALANCE		\$91,991.65
Total Balance		\$91,991.65



JRMM INC
 132 YOULE ST
 MELROSE MA 02176

FREE BUSINESS CHECKING -

Date	Transaction Description	Withdrawal	Deposit	Balance
	STARTING BALANCE			\$75,897.01
Dec 01	Preauthorized Credit MERCHANT BANKCD Deposit		10,400.14	
Dec 01	Electronic Payment COMM OF MASS EFT MA DOR PAY	22,011.91		
Dec 02	Preauthorized Credit MERCHANT BANKCD Deposit		7,169.68	
Dec 02	Electronic Payment AUTHNET GATEWAY BILLING	9.40		
Dec 02	Automatic Transfer Transfer To Deposit System Account	1,000.00		
Dec 03	Electronic Payment Craft Collective SIGONFILE	1,117.40		
Dec 03	Electronic Payment MERCHANT BANKCD DISCOUN I	7,916.30		
Dec 03	Electronic Payment PAYCHEX TPS TAXES	9,628.12		
Dec 06	BOOK Transfer Credit REF FUNDS TRANSFER FRM DEP FROM		27,500.00	
Dec 06	Preauthorized Credit MERCHANT BANKCD Deposit		23,836.03	
Dec 06	Preauthorized Credit MERCHANT BANKCD Deposit		9,747.25	
Dec 06	Preauthorized Credit MERCHANT BANKCD Deposit		7,509.42	
Dec 06	Electronic Payment Card Marketing Card Mktg	19.95		

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Statement Period: Dec 01, 2021 thru Dec 31, 2021
 Account Number:
 Number of Items Enclosed: 310

FREE BUSINESS CHECKING (continued)

Date	Transaction Description	Withdrawal	Deposit	Balance
Dec 06	Electronic Payment PAYCHEX EIB INVOICE	267.85		
Dec 06	Electronic Payment COMCAST	639.48		
Dec 06	Automatic Transfer Transfer To Deposit System Account	1,500.00		
Dec 07	Deposit		8,324.00	
Dec 08	Preauthorized Credit MERCHANT BANKCD Deposit		6,205.43	
Dec 08	Deposit		74.00	
Dec 08	Deposit		48.00	
Dec 09	BOOK Transfer Credit REF L FUNDS TRANSFER FRM DEP FROM		75,000.00	
Dec 09	Preauthorized Credit MERCHANT BANKCD Deposit		6,788.05	
Dec 09	Electronic Payment Sterling Card Ho ONECARD RF PUKI	51.07		
Dec 09	Automatic Transfer Transfer To Deposit System Account	1,000.00		
Dec 10	Deposit		8,305.00	
Dec 10	Preauthorized Credit MERCHANT BANKCD Deposit		8,108.68	
Dec 10	Electronic Payment PAYCHEX EIB INVOICE	347.20		
Dec 10	Electronic Payment Craft Collective SIGONFILE	727.00		
Dec 10	Electronic Payment PAYCHEX TPS TAXES	23,193.06		
Dec 13	Preauthorized Credit MERCHANT BANKCD Deposit		25,658.79	
Dec 13	Preauthorized Credit MERCHANT BANKCD Deposit		15,573.80	
Dec 13	Preauthorized Credit MERCHANT BANKCD Deposit		8,730.04	
Dec 13	Automatic Transfer Transfer To Deposit System Account	1,500.00		
Dec 14	Preauthorized Credit MERCHANT BANKCD Deposit		8,091.42	
Dec 16	BOOK Transfer Credit REF FUNDS TRANSFER FRM DEP FROM		25,000.00	
Dec 16	Preauthorized Credit MERCHANT BANKCD Deposit		17,830.35	
Dec 16	Automatic Transfer Transfer To Deposit System Account	1,000.00		
Dec 17	Deposit		5,176.00	
Dec 17	WIRE OUT ASSISTED NATHANSON & GOLDBE P.C. CONVEYANC NATHANSON & GOLDBE RG P.C. CONVEYANC	22,500.00		
Dec 17	Service Charge WIRE OUT ASSISTED	33.00		
Dec 17	Electronic Payment Craft Collective SIGONFILE NYTH	1,181.70		
Dec 17	Electronic Payment PAYCHEX TPS TAXES 2	13,507.39		
Dec 20	Preauthorized Credit MERCHANT BANKCD Deposit		28,223.46	
Dec 20	Preauthorized Credit MERCHANT BANKCD Deposit		16,515.96	
Dec 20	Preauthorized Credit MERCHANT BANKCD Deposit		10,269.94	
Dec 20	Electronic Payment PAYCHEX EIB INVOICE	285.10		
Dec 20	Automatic Transfer Transfer To Deposit System Account	1,500.00		
Dec 21	Deposit		4,316.00	
Dec 23	Preauthorized Credit MERCHANT BANKCD Deposit		22,905.33	
Dec 23	Electronic Payment Craft Collective SIGONFILE	931.00		
Dec 23	Automatic Transfer Transfer To Deposit System Account	1,000.00		
Dec 24	Preauthorized Credit MERCHANT BANKCD Deposit 211224		14,079.33	

Statement Period: Dec 01, 2021 thru Dec 31, 2021
 Account Number:
 Number of Items Enclosed: 310

FREE BUSINESS CHECKING -		(Continued)	
Date	Transaction Description	Withdrawal	Deposit
Dec 24	Deposit		9,809.00
Dec 24	Deposit		45.00
Dec 24	Deposit		27.00
Dec 24	Electronic Payment PAYCHEX TPS TAXES ^	10,620.39	
Dec 27	Preauthorized Credit MERCHANT BANKCD Deposit		17,610.67
Dec 27	Electronic Payment PAYCHEX EIB INVOICE	295.10	
Dec 27	Automatic Transfer Transfer To Deposit System Account	1,500.00	
Dec 28	Preauthorized Credit MERCHANT BANKCD Deposit		11,044.26
Dec 29	Preauthorized Credit MERCHANT BANKCD Deposit		12,248.63
Dec 29	Deposit		78.00
Dec 30	Preauthorized Credit MERCHANT BANKCD Deposit		11,843.44
Dec 30	Automatic Transfer Transfer To Deposit System Account	1,000.00	
Dec 31	Preauthorized Credit MERCHANT BANKCD Deposit		12,050.77
Dec 31	Deposit		4,860.00
Dec 31	Electronic Payment Craft Collective SIGONFILE	978.00	
Dec 31	Electronic Payment PAYCHEX TPS TAXES	11,861.40	
Dec 31	Electronic Payment COMM OF MASS EFT MA DOR PAY :	20,004.79	
Dec 31	Service Charge	164.70	

Starting Balance: \$75,897.01
 Ending Balance: \$91,991.65
 Average Collected Balance: \$99,303.00

Number of Days in Period: 31
 Total Deposits/Credits: \$481,002.87
 Total Withdrawals/Debits: \$464,908.23

Check Summary

Check No.	Date	Amount	Check No.	Date	Amount	Check No.	Date	Amount
1346	12/03	159.00	4465	12/06	6,061.76	4489	12/13	142.00
1381*	12/08	495.00	4466	12/10	145.00	4490	12/21	4,055.49
1384*	12/23	320.50	4467	12/06	442.00	4491	12/13	715.91
1387*	12/27	450.00	4468	12/06	6,490.47	4492	12/09	10,402.99
1392*	12/16	110.00	4469	12/06	728.10	4493	12/13	1,058.05
1393	12/10	3,591.48	4471*	12/14	260.00	4494	12/29	3,431.45
1394	12/08	68.75	4472	12/06	3,459.97	4495	12/20	256.82
1395	12/29	261.09	4473	12/06	245.00	4496	12/22	272.00
4423*	12/01	2,753.25	4474	12/15	200.00	4497	12/21	2,381.40
4437*	12/17	2,271.60	4475	12/14	1,687.28	4498	12/20	60.00
4440*	12/02	2,700.68	4476	12/14	4,740.56	4499	12/21	60.00
4444*	12/01	806.63	4477	12/14	2,700.00	4500	12/20	3,329.50
4454*	12/10	10,993.36	4478	12/14	1,770.07	4501	12/28	420.00
4455	12/07	1,098.58	4479	12/13	8,718.57	4502	12/22	1,909.48
4456	12/13	285.00	4480	12/13	390.00	4503	12/28	572.00
4457	12/06	7,691.85	4481	12/14	695.99	4504	12/21	341.14
4458	12/10	140.00	4482	12/15	356.10	4507*	12/27	39.30
4459	12/13	1,131.59	4483	12/13	1,659.84	4508	12/21	2,750.16
4460	12/07	1,761.17	4484	12/13	797.33	4510*	12/20	1,541.89
4461	12/06	696.95	4485	12/14	82.53	4512*	12/21	5,544.34
4462	12/07	2,117.64	4486	12/14	649.20	4513	12/20	3,123.36
4463	12/06	295.07	4487	12/17	96.21	4514	12/21	6,692.82
4464	12/06	2,077.61	4488	12/13	6,377.67	4516*	12/29	250.75



Town of Reading
16 Lowell Street
Reading, MA 01867-2683

Erin Schaeffer
Economic Development Director
Phone: (781) 942-6791
Fax: (781) 942-9071
eschaeffer@ci.reading.ma.us

To: Fidel Maltez, Town Manager
From: Erin Schaeffer, Economic Development Director
CC: Jean Delios, Assistant Town Manager
Date: March 17, 2022
Re: Downtown Bistro Lighting Project Updates- Economic Development

Economic Development Division

The Economic Development Division provides professional, technical work advancing the Town's economic development activities and goals to generate revenue for the Town. The Town does this through streamlined permitting, policy updates, business resources and incentives, and proactive implementation the Town's Economic Development Action Plan. Our approach is to 1) keep downtown vital, 2) preserve what is important, 3) be queued up for opportunities. Reading's Economic Development Action Plan is available online here [Economic Development Action Plan \(hyperlinked\)](#).

Downtown Public Art Lighting Installation

The goals of this project are to provide create a destination for people to enjoy this plaza, increase foot traffic and customers to downtown businesses, and provide ambient lighting to further enhance this plaza space.

- A temporary bistro lighting public art display at 52 Haven Street that is professionally designed and engineered
- Positive public feedback – Door-to-door, e-mail and mailed communications
- Lights are LED, dimmable, timed (on/off) and “smart” for programmed patterns and colors
- Town working in partnership with Wingate Property Management and property owner
- Installation is expected in the Spring

See public outreach message on page 2 for more details.



Town of Reading
16 Lowell Street
Reading, MA 01867-2683

Erin Schaeffer
Economic Development Director
Phone: (781) 942-6791
Fax: (781) 942-9071
eschaeffer@ci.reading.ma.us

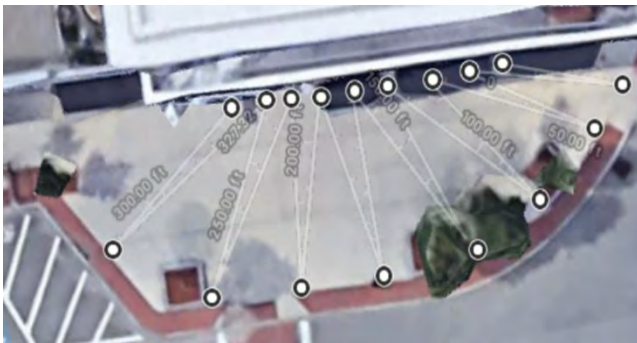
Dear Residents, Commercial Property Owners, and Businesses,

January 11, 2022

Happy new year! This letter is to inform you of an upcoming temporary public art lighting installation at the plaza at 52 Haven Street (lower Haven Street). For years, customers and businesses alike have requested decorative lighting in this area. For years, a lack of electrical infrastructure in the sidewalk, small street trees, a lack of shorter decorative street lights posed challenges to providing decorative lighting wrapped in trees or on light poles like we do on Main Street.

Despite these challenges, the Town is excited to announce that the Economic Development Division is working to provide a fun and creative downtown temporary public art lighting installation at 52 Haven Street. The programmable bistro style lighting has been professional designed by renowned lighting is designer Joey Nicotera of Retonica. The lighting display will be in the shape of a starburst to follow the arc of the plaza. Lights will be installed on an engineered temporary structure that includes steel poles, guy-wires, concrete ballasts and decorative planters.

The LED lights have a low electrical draw and are “smart”. Each light bulb can be individually controlled to create a variety of light patterns and colors. The light display is dimmable and will be set to a timer such as to not disturb adjacent residences.



The goal of this project is to create a destination, draw customers to downtown businesses, and provide ambient lighting requested by customers and businesses alike on lower Haven Street. We have been receiving a lot of positive feedback with the addition of the bistro tables, which the Town provided last season and look forward to providing this artistic addition this spring. For further questions about this project, please contact Erin Schaeffer, Economic Development Director at eschaeffer@ci.reading.ma.us or (781) 942-6791.

Sincerely,
Erin Schaeffer, Economic Development Director
Town of Reading



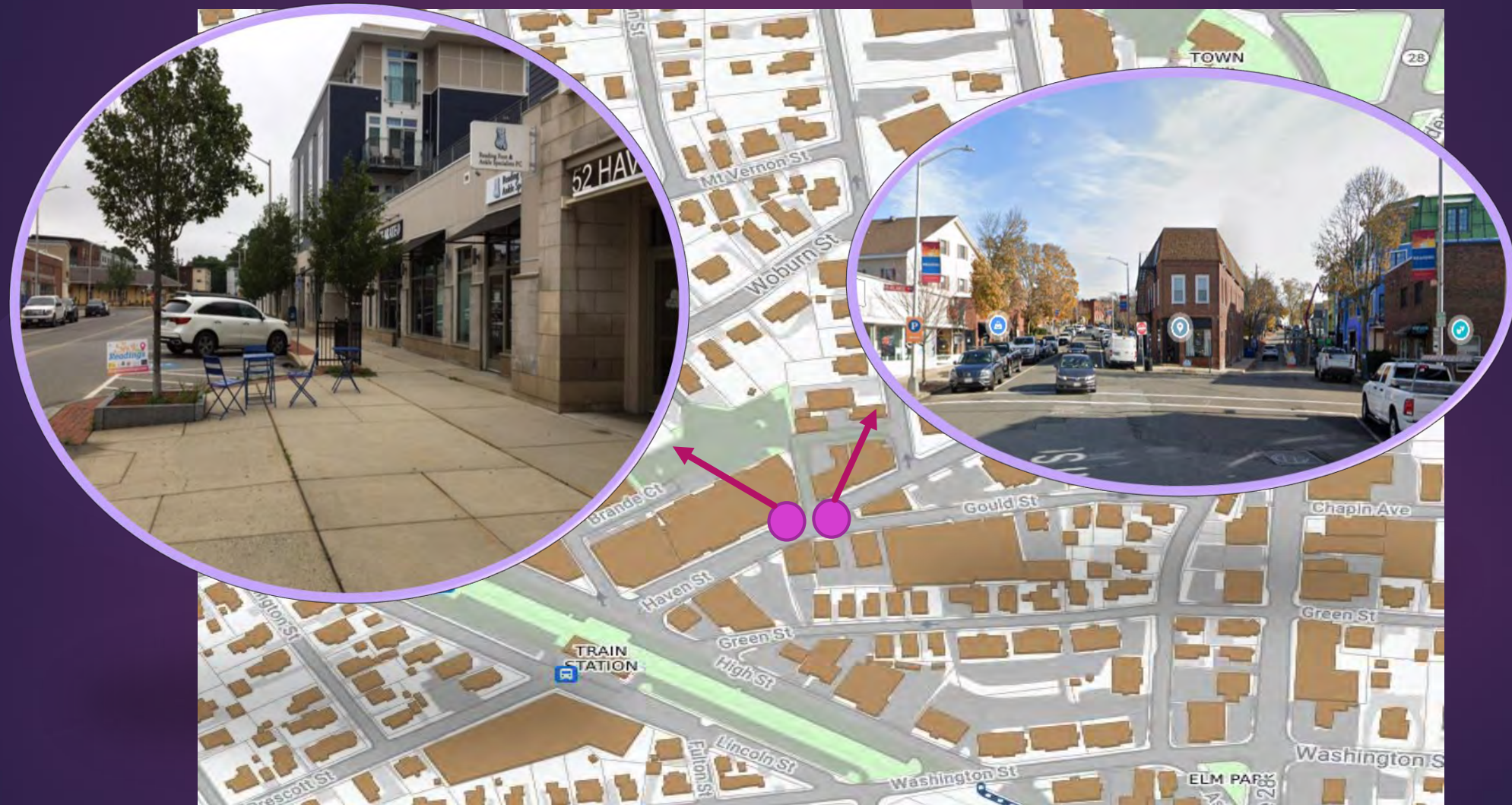
Reading Downtown Lighting Installation

PROJECT UPDATE – SELECT BOARD MEETING MARCH 22, 2022

Project Goals

- ▶ To provide a decorative a lighting installation or installations in downtown Reading to activate downtown and attract customers to support downtown businesses
- ▶ To provide temporary decorative lighting on Haven Street
- ▶ Connect Haven Street and Main Street corridors

Exploration of Opportunities



Exploration of Designs Part 1

- RMLD Permission and Permitting
- Access to electricity
- Aluminum poles not designed to carry tension, load, weight (deal breaker)
- Possible in future with steel poles



Exploration of Designs Part 2



Proposed locations of poles/planters of temporary installation

Teams and Expertise

Design and Planning

- ▶ Structural Engineer
- ▶ Lighting Designer
- ▶ Electrician

Installation

- ▶ Structural builder/installer
- ▶ Lighting installer/rigger



Lighting Technology and Product Type

Electrical & Safety

- Low voltage (12V) LED Lighting
- Power: 0.336 Watts per light (100 Watts total)
- Wire: 22 AWG, 3C, UV Protected
- Certifications: (c)UL Listed, IP65, CE

Programming

- Technology to program “shows” displays
- Many color combinations
- Set on timer to turn on/off (times TBD)




Public Engagement

- ▶ Mailed letter of notification to downtown businesses, property owners and residents (January)
- ▶ E-mailed letter of notification to downtown businesses and property owners (January)
- ▶ Personalized one-on-one meetings with directly abutting property owner, management company and businesses
- ▶ Door to door to businesses on Haven Street with notification and updates
- ▶ Select Board update on January 18, 2022 and March 22, 2022

Next Steps

- ▶ Procurement of additional tradespeople – In progress
- ▶ Structural engineering and structural plan finalization – In progress
- ▶ Permitting – Building, Electrical, CPDC – In Progress
- ▶ Procurement of materials – In progress
- ▶ Installation (Spring)



Parking Advisory Recommendations Committee (PARC) Findings

TUESDAY MARCH 22, 2022

PARC Members

- ▶ Bernard Horn, Jr. – Chair, Reading Resident
- ▶ Elizabeth Whitelam – Vice Chair, Downtown Business Owner
- ▶ Chris Haley – Select Board, Downtown Business Owner
- ▶ John Weston – CPDC, Reading Resident
- ▶ Karen Rose-Gillis – Downtown Resident
- ▶ Thomas O'Connor – Downtown Business Owner
- ▶ Sarah Brukilacchio – Downtown Property Owner
- ▶ Jay Jackson – Downtown Resident
- ▶ Daniel Dewar – Downtown Business Owner

Downtown Parking: Existing Deficiencies

- ▶ 24+ regulations in area = confusion and frustration for all users and enforcement officers
- ▶ Not enough spaces available for specific users or permit types
- ▶ Not enough permits available (specifically employee)
- ▶ Time limitations result in constant moving of vehicles
- ▶ Long-term parking occurring where turnover is needed

PARC Charge

- ▶ To review Reading's downtown parking system and regulations;
- ▶ To guide the preparation of comprehensive system modifications;
- ▶ To clarify and simplify Reading's downtown parking system from a user perspective and enforcement standpoint;
- ▶ Maximize efficiency and access
- ▶ Increase public education of parking areas

- ▶ PARC has also discussed the following topics at times but understands they fall under the jurisdiction of other departments and/or boards:
 - ▶ Overnight Parking (PTTTF/Select Board)
 - ▶ Parking Requirements within Zoning Bylaw (CPDC)
 - ▶ Privately owned parking areas/shared parking opportunities
 - ▶ Walkability and Traffic Calming Measures
 - ▶ ADA Space Count (PTTTF)

Downtown Parking and PARC

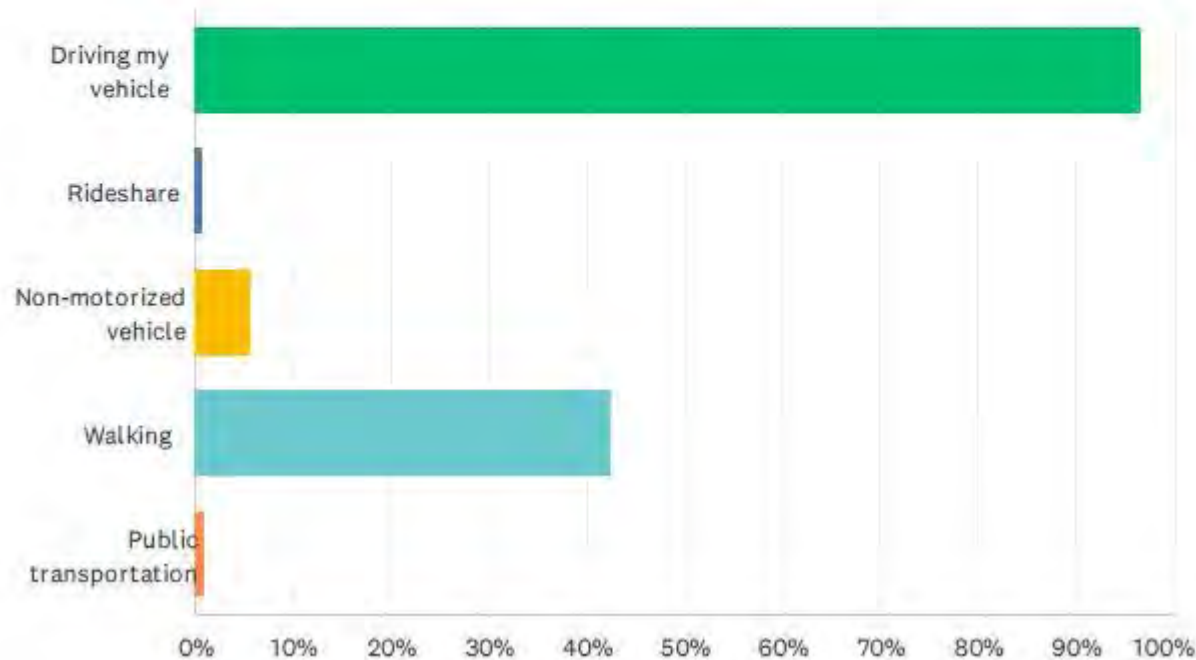
- ▶ Prior to PARC:
 - ▶ 10+ Zoom sessions scheduled and conducted
 - ▶ Multiple Downtown Business Walks and Group Meetings
 - ▶ 5 Select Board meetings
 - ▶ Water bill notification to residents
 - ▶ CodeRed Alert to over 3,400 ppl
 - ▶ 2020 Survey
- ▶ PARC:
 - ▶ Review of initial findings/proposals from 2019-2020 initiative
 - ▶ Distribution of new parking survey
 - ▶ Town-wide mailing to all households, including renters
 - ▶ 700+ Respondents
 - ▶ 10+ Open Public Meetings
 - ▶ Email blasts to Downtown Businesses/Property Owners/Landlords and Property Managers/Residents, Town Meeting Members, Boards and Commissions, Survey Respondents
 - ▶ Update to Select Board 12/7/21
 - ▶ Public Forum held February 2, 2022

Survey Findings: Mode of Transportation

2021 Reading Parking Survey

Q5 I travel to downtown Reading via: (mode of transportation)

Answered: 739 Skipped: 10



Key Takeaways:

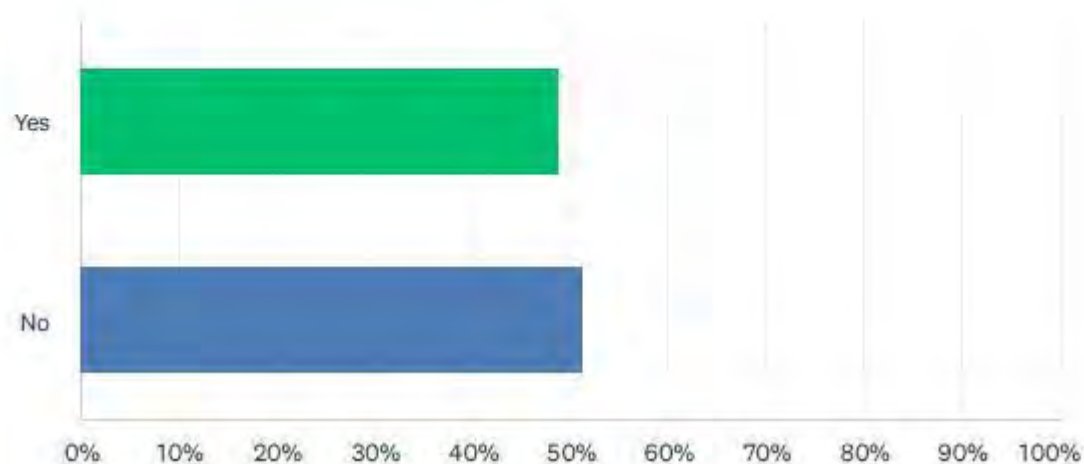
- Ensure availability
- Walkability of the downtown is important

Survey Findings: Experience Impact

2021 Reading Parking Survey

Q19 Due to parking constraints, I shop/dine/run errands outside downtown Reading.

Answered: 705 Skipped: 44



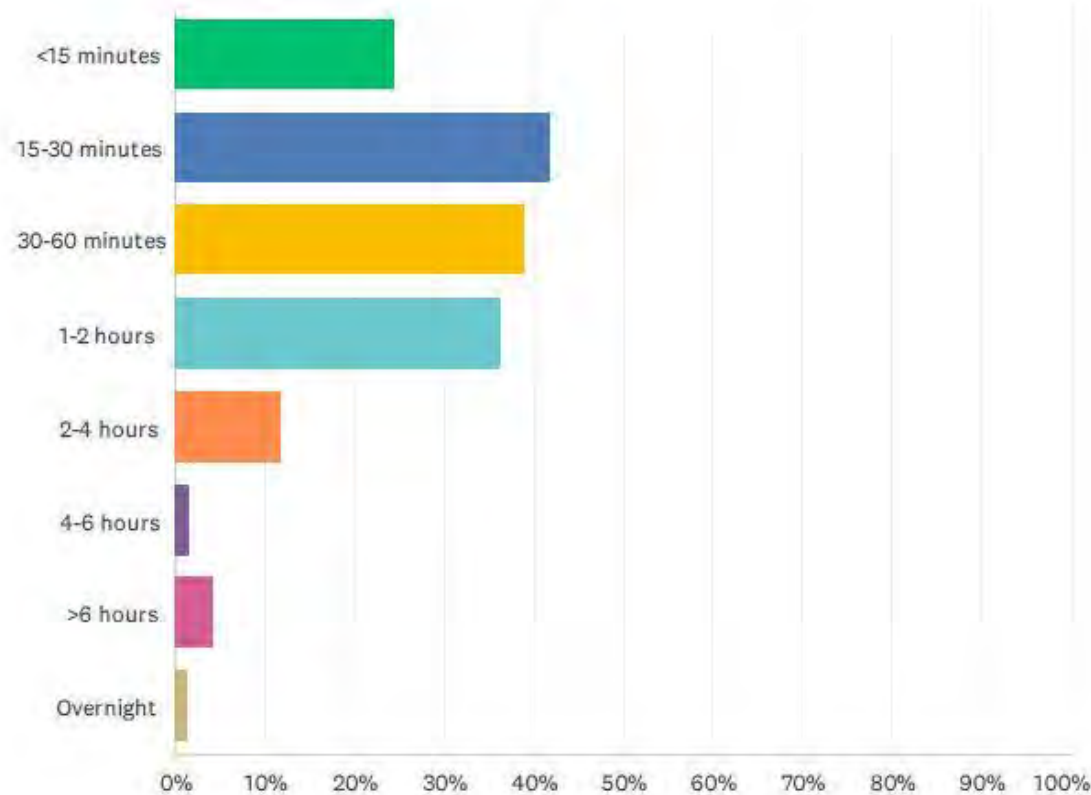
Key
Takeaway:
Improve User
Experience

Survey Findings: Needed Time Frames

2021 Reading Parking Survey

Q6 On my visits downtown, I need parking for:

Answered: 738 Skipped: 11



Key Takeaways:

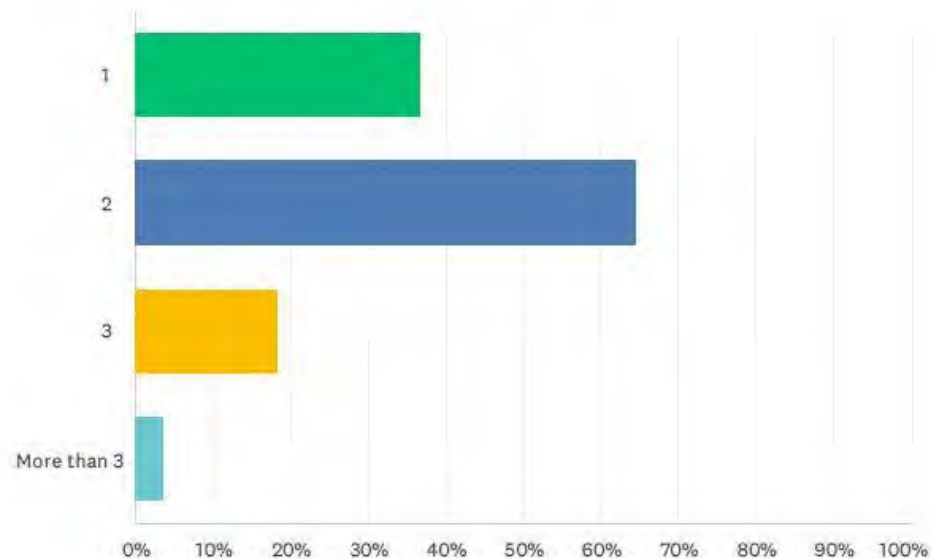
- 2-Hour and under is currently a need.
- When more time is needed provide areas for such.
- Find specific areas for short-term parking.

Survey Findings: Number of Stops

2021 Reading Parking Survey

Q8 On my visits downtown, I make the following stops:

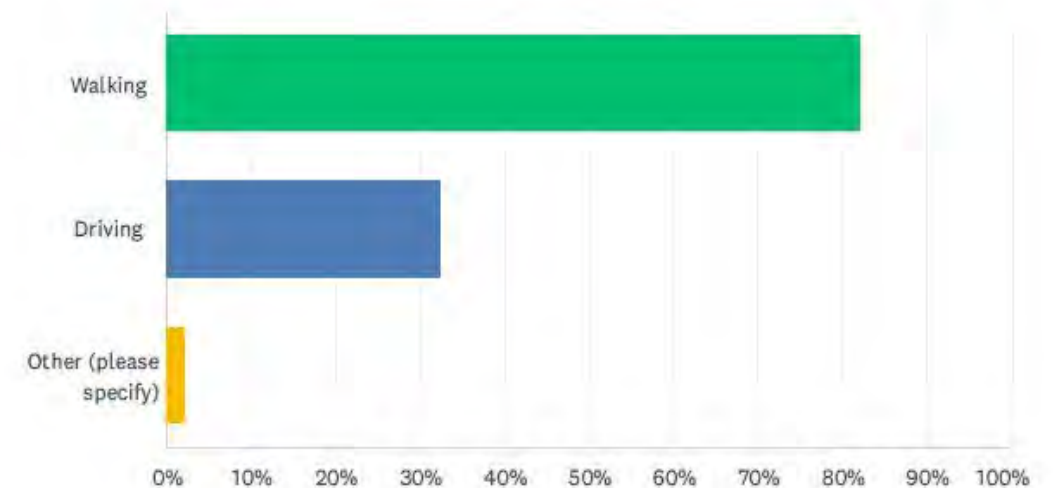
Answered: 745 Skipped: 4



2021 Reading Parking Survey

Q9 During visits downtown, I get from one stop to the next by:

Answered: 736 Skipped: 13



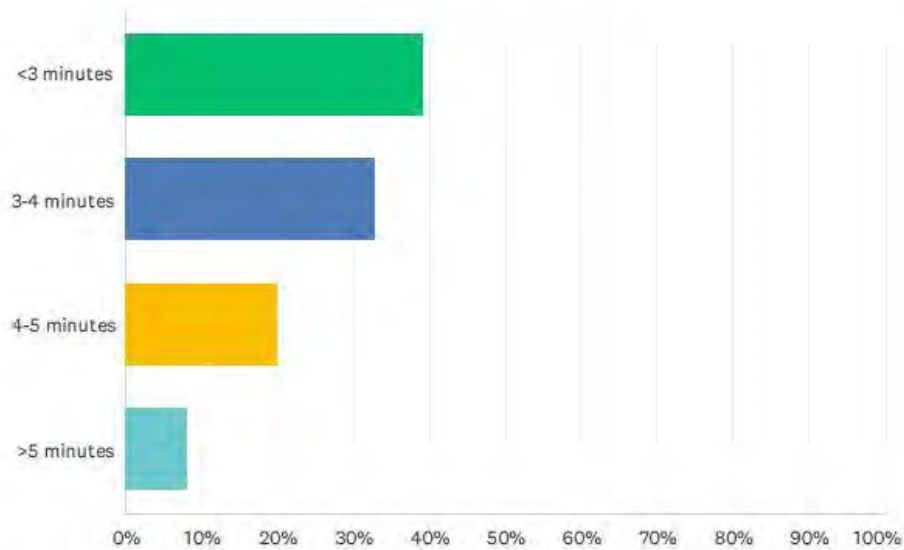
Answers: "Depends on: location, distance between, weather, accessibility"

Survey Findings: How Long are you Willing to Walk?

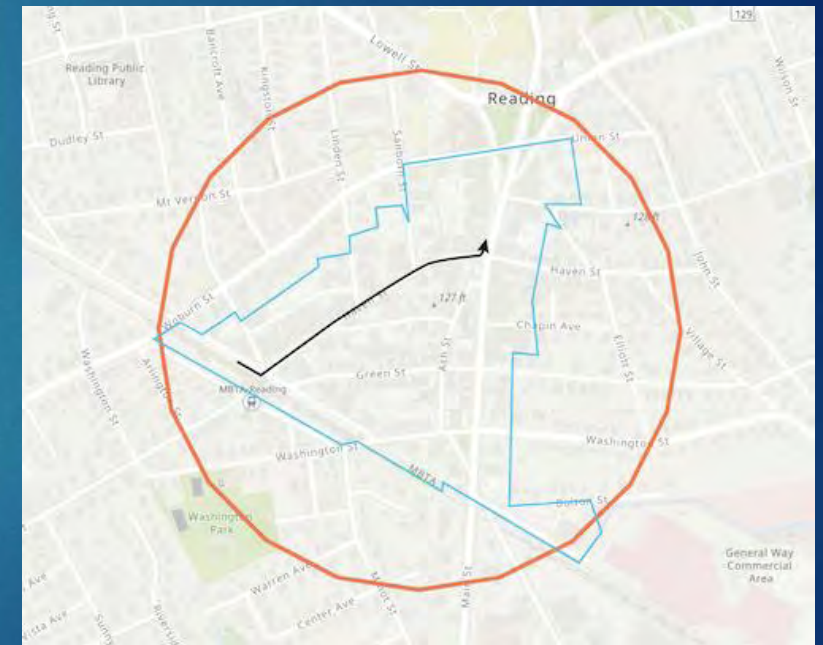
2021 Reading Parking Survey

Q12 If I can't find parking right at my destination, my walk is: (minutes) To help people judge the real time it takes them to walk: Most people can walk $\frac{1}{4}$ mile in 4-5 minutes and 1 mile in 16-20 minutes.

Answered: 720 Skipped: 29



Example of a 5min walk in Downtown Reading:





General/Survey Q&A

On-Street Regulation Proposals – Employee Parking

- ▶ Increase number of dedicated employee parking spaces → increase number of employee parking permits available
- ▶ PARC proposals could allow an increase of ~113 formal employee parking spaces, not including unregulated areas
 - ▶ Where?
 - ▶ Lowell St, Woburn St, High St, Chute St, Haven St, Chapin Ave, Harnden St
- ▶ All areas would still allow public 2-Hour parking
- ▶ Modify pricing of employee permit to incentivize the permit and parking within 'Outer Core'
- ▶ Improve safety, lighting and walkability from Outer Core areas

On-Street Employee Parking - PARC Proposed Recommendations

Street Name/Location	Existing Regulation(s)	Proposed Regulation(s)	Approx. Space Count	Notes
Lowell St - in front of Church	2-Hour	2-Hour OR All Day w/ EP	9	Align with adjacent Lowell Street regulations.
Lowell St - in front of cemetery	2-Hour	2-Hour OR All Day w/ EP	10	
Woburn St - between Lowell St and High St	Mix of 2-Hour only and 2-Hour/All Day w/ EP	Entire Street to be 2-Hour OR All Day w/ EP	52	Consistent regulation is beneficial to enforcement and public understanding.
Vine St - at High Street	Resident Only 6:00-10:30AM, Unregulated after	Convert to 2-Hour OR All-Day w/EP	55	Adds employee parking supply and aligns with adjacent parking regulations.
Chute St - between Mount Vernon St and Woburn St	Southern portions is 2-Hour only; northern portion is Resident Only 6:00-10:30am, Unregulated after	Convert southern portion to 2-Hour OR All Day w/ EP. No change to Resident Only portion	13	Adds employee parking supply to area.
Haven St - east of Main St to Village St	Mix of 2-Hour only and 2-Hour/All Day w/ EP	Entire portion to be 2-Hour OR All Day w/ EP	13	Align with adjacent Haven Street regulations.
Chapin Ave	Mix of Unregulated and 2-Hour/All Day w/ EP	Entire Street to be 2-Hour OR All Day w/ EP	14	Align with adjacent Chapin Ave regulations.
Harnden Street	2-hour	Convert west side to 2-hour OR All day w/EP	9	East side remain, convert 5 spaces on west to 2-Hour/EP.

Est. # of Change to Employee Spaces	Street Portion	Estimated Count	Notes
Existing Employee Parking Areas			
			PARKING LOTS NOT INCLUDED
	Woburn St	25	
	Lowell St	17	
	Pleasant St	9	
	Haven St	8	
	Gould St	15	
	Chapin Ave	8	
	High St	41	
Existing Total		123	
Proposed Employee Parking Changes			
	Lowell Street	19	
	Chute Street	8	
	Haven Street	5	
	Chapin Ave	6	
	Harnden Street	5	
	Woburn Street	30	
	Vine/High Street	55	
	Gould Street	-15	
Proposed Total		113	
Total		236	91.87% increase

On-Street Regulation Proposals – Customer/Public Parking

- ▶ Increase number of public 2-hour only parking spaces in the ‘Inner Core’
 - ▶ Allow for more parking turnover and availability to customers/users of Downtown
- ▶ PARC proposals could allow an increase of ~57 spaces with 2-hour designations
 - ▶ Where?
 - ▶ Ash Street, Gould Street
 - ▶ 2-Hour Only
 - ▶ Vine/High Street and Chapin Avenue
 - ▶ HOWEVER: These areas would also allow all day parking with Employee Permit
- ▶ Unregulated after 5:00PM

On-Street 2-Hour Public Parking - PARC Proposed Recommendations

Street Name/Location	Existing Regulation(s)	Proposed Regulation(s)	Approx. Space Count	Notes
Gould St	Mix of 2-Hour, 2-Hour OR All Day w/EP, and Resident Reserved	Remove EP regulations/ Convert to 2-Hour only. No Changes to Resident Only.	20	5 spaces Resident Reserved at east end MUST remain
Ash St - between Haven St and Washington St	Mix of 2-Hour and Unregulated	Convert Unregulated areas to 2-Hour only	29	Align with adjacent Ash St regulations

Est. # of Change to 2-Hour Spaces	Street Portion	Estimated Count	Notes
Existing 2-Hour			PARKING LOTS NOT INCLUDED
			some of which also includes EP parking
	Woburn St	52	
	Chute St	8	
	Sanborn St	13	
	Haven St	97	some of which also includes EP parking
	High St	72	41 of which includes EP parking (former leased spaces)
	Lowell St	36	17 of which includes EP parking (cobblestone area)
	Main St	44	
	Pleasant St	21	a majority of which also includes EP parking
	Ash St	12	
	Lincoln St	3	
	Chapin Ave	8	a majority of which also includes EP parking
	Gould St	15	Includes EP parking
Existing Total		381	
Proposed 2-Hour Parking Changes			
	Ash Street	12	
	Chapin Avenue	6	Would also allow all day parking w/ EP
	Vine/High Street	55	Would also allow all day parking w/ EP
	High Street	-16	
Proposed Total		57	
Total		438	14.97% increase

On-Street Regulation Proposals – Resident Parking

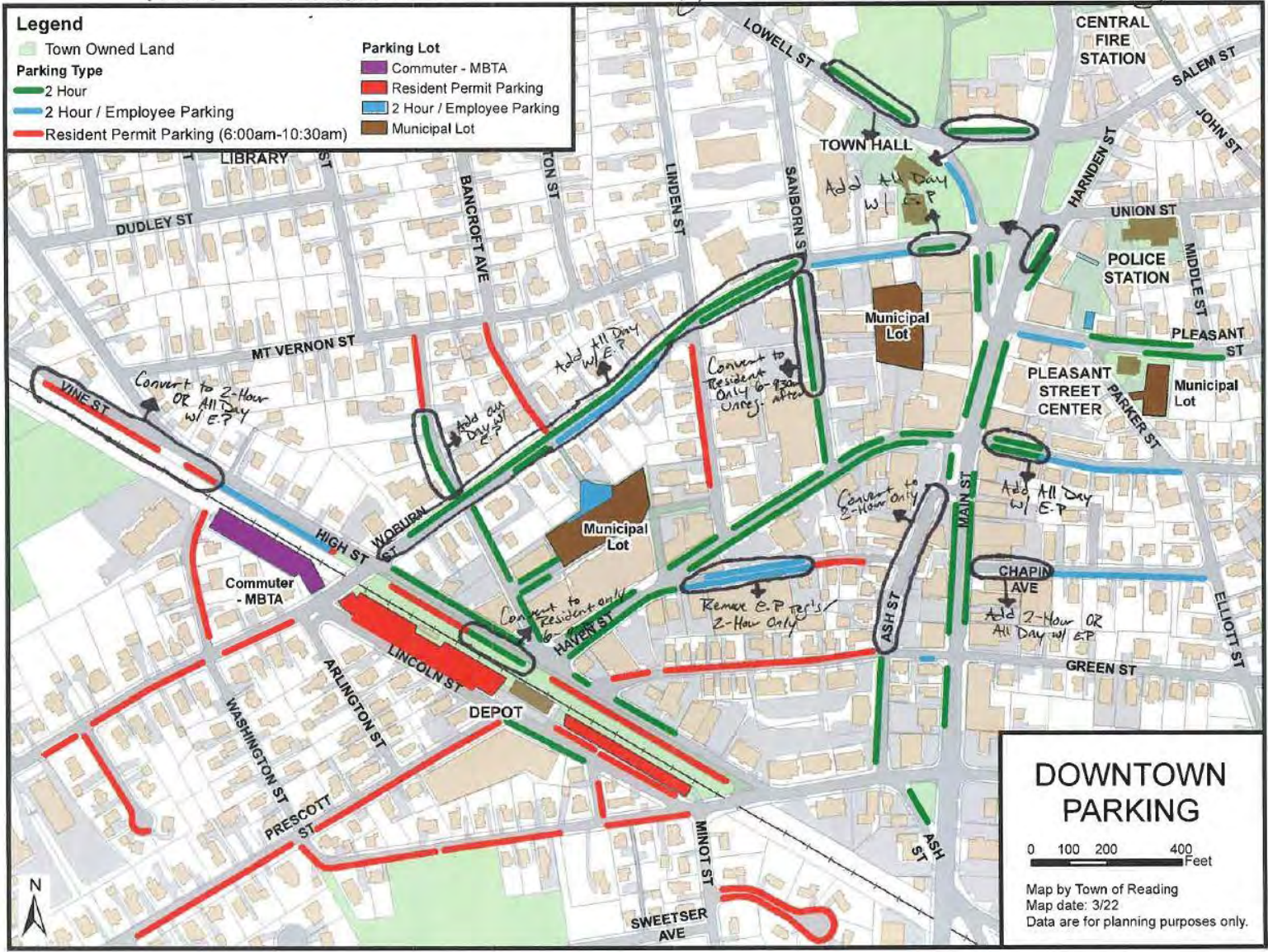
- ▶ Maintain existing Resident Only Parking north of tracks
 - ▶ Green St, Gould St, Linden St, Bancroft Ave, Chute St
- ▶ Add ~9 spaces on lower Sanborn Street for residents with no off-street dedicated parking
- ▶ Reallocate ~16 spaces directly abutting commuter rail station
 - ▶ What will future commuter needs look like?
- ▶ Change regulation hours to 6:00-9:30AM
 - ▶ Currently 6:00-10:30AM
 - ▶ Unregulated after 9:30AM and are thus open to any user (employee, customer, commuter, resident, etc.)

On-Street Resident Permit Parking - PARC Proposed Recommendations

Street Name/Location	Existing Regulation(s)	Proposed Regulation(s)	Approx. Space Count	Notes
High St SOUTH SIDE/Depot Parking - between Woburn St and Washington St	Resident Only 6:00-10:30AM, Unregulated after; 16 spaces designated as 2-Hour.	Change 16 spaces to Resident 6:00-9:30, Unregulated after	16	This area needs to be watched carefully for evolving needs.
Sanborn St - between Woburn St and Haven St	2-Hour	Resident Only from 6-9:30AM for north half of street (up to Postmark where commercial business is in operation), Unregulated after	13	

Est. # of Change to Resident Spaces	Street Portion	Estimated Count	Notes
Existing Resident Only			
	Green St	21	
	Gould St	5	Required to maintain
	Linden St	20	
	Bancroft Ave	6	
	Chute St	6	
	High St	141	42 licensed MBTA spots (recommended change)
	Lincoln St	180	
	Prescott St	36	
	Washington St	40	
	Wenda St	12	
	Woburn St	27	
	Fulton St	4	
	Crosby Rd	15	Can't manage two-sided parking
Existing Total		513	
Proposed Resident Only Parking Changes			
	Vine/High Street	-55	Proposed as EP/2-Hour Parking
	High Street	16	
	Sanborn Street	9	To help with multi-family units that have no dedicated parking
Proposed Total		-30	
Total		483	5.85% loss

PARC Recommended Changes - On-Street Parking.





On-Street Parking Regulations Q&A

Public Parking Lot Proposals

- ▶ Install two kiosks each at both the Upper Haven (CVS) Lot and Brande Court Lot
- ▶ Goals:
 - ▶ To increase turnover and keep parking available
 - ▶ To empower the users to stay as long as desired/needed
- ▶ Potential Pricing Scheme:
 - ▶ Free for stay of 1 hour or less; \$1 per hour for 1-4 hours; \$5 per hour after 4 hours
 - ▶ Mitigates impact to users who need short-term parking in these areas
 - ▶ Unregulated after 5:00PM
 - ▶ Allow payment by cash, card and mobile apps
 - ▶ If needed, pricing can be adjusted based on utilization trends
- ▶ Pay by Plate – user friendly and works well with mobile apps
 - ▶ No need to go back to car or remember space #
 - ▶ PayByPhone app used by MBTA and is recommended for consistency

Public Parking Lot Proposals Cont.

- ▶ Voted to recommend that Select Board make request to April 2022 Town Meeting for \$110,000 to cover costs of 4 kiosks + 2 handheld enforcement devices
- ▶ Estimated payback within 1-3 years
- ▶ Potential to establish a 'Parking Benefit District' (or similar fund)
 - ▶ Allows revenue generated to be reinvested back into the district for a wide range of public realm improvements
- ▶ Build/expand LPR Policy to ensure privacy to users
 - ▶ Utilization data can help determine trends and pricing adjustments
- ▶ Considerations: Maintenance, Collection, Customer Service, etc.



Public Parking Lot Q&A

Structured Parking

Findings/Recommendations

- ▶ Hire consultant to conduct a feasibility study to determine opportunities across the Downtown area
 - ▶ Study potential locations, safety/access, demand, cost and funding opportunities, etc.
- ▶ Why:
 - ▶ Parking garage is a frequent question/suggestion
 - ▶ If management is not enough to mitigate parking deficiencies
- ▶ However:
 - ▶ Recent and past studies (2007, 2009, 2019) have indicated parking management issues over inventory
 - ▶ PARC Public Forum: public comments indicated it is a lesser priority than other on-going initiatives

Overnight Parking

- ▶ Lincoln Street Pilot Program initiated by Select Board in February 2022
 - ▶ Future updates expected from RPD
- ▶ PTTTF/Select Board to continue to look for permanent opportunities

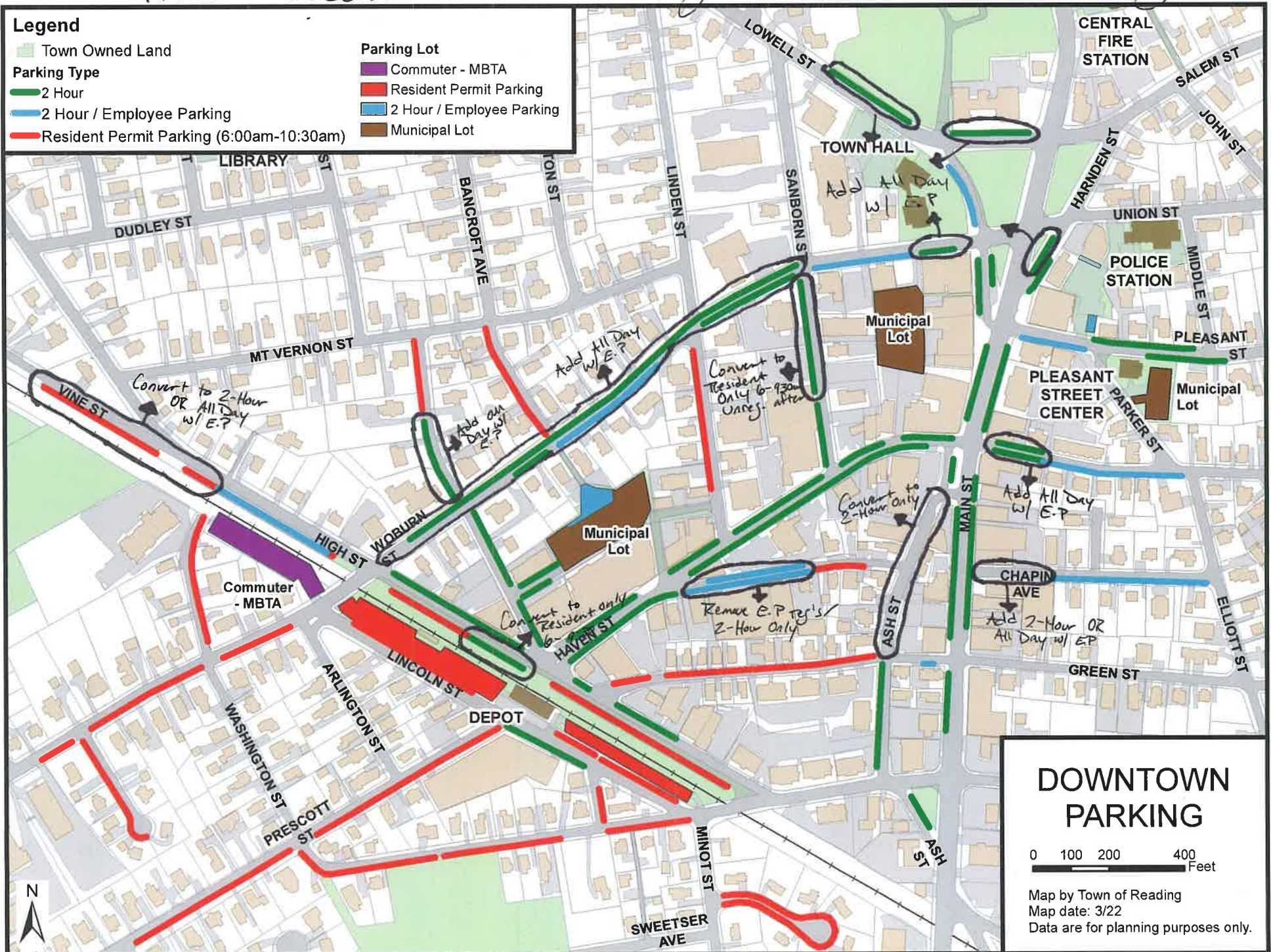
What's Next?

- ▶ Schedule Public Hearing with Select Board
 - ▶ Upcoming Meeting Dates: 4/19, 5/3, 5/17
- ▶ Public Outreach for Hearing
- ▶ If needed, extend PARC beyond 4/30

PARC Recommended Changes - On-Street Parking

Legend

- Town Owned Land
- Parking Type**
- 2 Hour
- 2 Hour / Employee Parking
- Resident Permit Parking (6:00am-10:30am)
- Commuter - MBTA
- Resident Permit Parking
- 2 Hour / Employee Parking
- Municipal Lot



DOWNTOWN PARKING

0 100 200 400 Feet

Map by Town of Reading
 Map date: 3/22
 Data are for planning purposes only.

On-Street Employee Parking - PARC Proposed Recommendations				
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	Gould Street	-15	
Proposed Total		113	
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Est. # of Change to 2-Hour Spaces	Street Portion	Estimated Count	Notes
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Est. # of Change to Resident Spaces	Street Portion	Estimated Count	Notes
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	Bancroft Ave	6	
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Proposed Resident Only Parking Changes			
	Vine/High Street	-55	Proposed as EP/2-Hour Parking
	High Street	16	
	Sanborn Street	9	To help with multi-family units that have no dedicated parking
Proposed Total		-30	
Total		483	5.85% loss

Public Parking Lots - PARC Proposed Recommendations				
Parking Lot	Existing Regulations	Proposed Regulations	Approx. Space Count	Notes/To Be Discussed
Brande Court	Mix of 4-Hour and All Day w/ EP. NO overnight.	Two kiosks at each lot. One Hour and below free (once per day); \$1 per hour for 1-4hrs; \$5 per hour for hours over 4hrs. Unregulated after 5:00PM.	85	Pricing scheme to mitigate impact to short-term users while also disincentivizing very long-term parking. Expand LPR policy to ensure user privacy. Establish Parking Benefit District (or similar) to reinvest revenue into area.
CVS Rear	4-Hour. NO overnight.		61	
CVS Front	2-Hour/30min	No Changes	25	
Pleasant/Union St Lot	Mix of 2-Hour and 2-Hour Or All Day w/ EP. Police Dpt. Parking	No Changes	30	
Pleasant St Center Lot	Senior Center Business Mon-Fri. NO overnight.	No Changes	30	
Town Hall	Town Hall business Mon-Thr. Unregulated after 5:30pm	Allow Employee Parking Fri-Sun if possible. Overnight to be re-evaluated (see regulations section)	56	Could do so through education and awareness.
Ash Street Lot	2 Hour	No Changes	6	

Permit/Parking Regulations - PARC Proposed Recommendations			
Regulation/Permit	Current Regulation(s)	Proposed Regulation(s)	Notes/To Be Discussed
Resident Only Permit (aka Reading Community Access)	Enforced 6:00-10:30am. \$150 for permit, annually. Free for those fronting street with such regulation.	Change hours to 6:00-9:30am	Allow commuter parking to remain in early hours while opening spaces up slightly earlier for businesses/employees/customers.
Employee Parking Permit	Enforced 8:30am-5:00pm Mon-Fri. \$260 for permit, annually. Free to those fronting street with such regulation.	Allow for \$150 to incentive parking in outer areas.	Price effectively for businesses and employees to encourage parking in dedicated areas.
Overnight Parking	No parking on-street or municipal lots between 1:00am-6:00am	TBD	SB/PTTF

A. Kiosks & Handhelds (PARC Recommendation for Funding: \$110k)

Parking Kiosks & Handheld Enforcement Devices - Pricing by Vendor*												
	Kiosk**	Add-Ons***	Shipping	Installation^	O&M^^	Fees^^^	Training	Total for 4	HandHeld (2)	Kiosk + HH	30% Cont.	TOTAL
IPS Group	\$6,600	\$1,650	\$500	\$300	\$1,100	\$0	\$950	\$44,400		\$44,400	\$13,320	\$57,720
ITS - MacKay	\$6,045	\$500	\$125	\$300	\$1,315	\$0	\$0	\$33,140		\$33,140	\$9,942	\$43,082
ITS - T2	\$10,946	\$4,000	\$450	\$300	\$2,775	\$0	\$0	\$73,884		\$73,884	\$22,165	\$96,049
Parkeon	\$9,200	\$2,400	\$0	\$300	\$750	\$0	\$0	\$50,600		\$50,600	\$15,180	\$65,780
VenTek	\$14,570	\$2,200	\$0	\$300	\$2,470	\$0	\$0	\$78,160	\$4,000	\$82,160	\$24,648	\$106,808

*Vendors vetted and selected by MAPC as part of their Collective Procurement Contract
 **Assumptions: Kiosks will be Multi-Space, Pay-By-Plate, Solar-Powered w/Wireless Communication, and will accept App/Bills/Coins/Cards
 ***Add-Ons vary by vendor, but generally are hardware features that do not come with basic model, such as contactless antenna, higher watt solar panel, bill acceptance, key pad, EMV (chip) card reader, etc. TBD if needed.
 ^Installation by Town staff, will include pouring of concrete pad and some assembly
 ^^O&M calculated for 1st year. Varies by vendor, but may include software license, data collection/download options, wireless fee, additional warranty, optional maintenance, customized marketing, software add-ons such as validation codes, etc.
 ^^Mobile App Fees and Transaction Fees for credit card processing vary by vendor but are nominal (\$0.05 to \$0.50) and are often passed on to end-user. TBD as part of contract.

1. Why Solar?

- Installation and operation costs are lower
- Can be moved if needed
- CVS Lot does not have electrical conduit/hookup
- Solar not as reliable as hard-wired in winter, but newer models are better
- Costs less (only slightly) than hard-wired kiosks

2. How quickly will kiosks pay for themselves?

While the primary goal of implementing paid parking is to influence user behavior and generate a healthy balance between use and availability of spaces, the potential revenue stream is not insignificant. Based on initial revenue projections prepared by Nelson Nygaard, a conservative calculation reveals that the CVS Lot (58 spaces) and the Brande Court Lot (86 spaces) could generate enough revenue within 1-3 years to pay back the total cost of 4 VenTek kiosks, as priced above.

B. Mobile App Package (\$ Included Above)

Parking Apps in this area include: PayByPhone (MBTA, Arlington, Waltham); ParkMobile (Somerville); PassportLabs (Boston, Cambridge, Salem), etc. Given that we are an MBTA community, I would recommend we go with PayByPhone, but I’m open to suggestions/feedback.

Contracts may include a small start-up fee (~\$300) paid for by the Town and then a nominal per-transaction fee, which is often passed through to the end user.

C. 3rd Party Vendor to Interface between Kiosk & Mobile App (\$ Included Above)

A 3rd party vendor is typically required to enable the Mobile App and Kiosk to speak to one another. Contracts may include a small start-up fee (~\$300) paid for by the Town and then a nominal per-transaction fee, which is often passed through to the end user.

D. Enforcement Technology (~\$ Included Above)

Vehicle-Mounted Devices

The Police Department currently has 1 License Plate Recognition (LPR) device that is programmed for vehicle registration enforcement, not parking enforcement. The PD was recently quoted \$50,000 by PassportLabs to get an LPR device for parking enforcement (details to follow). Presumably, this device would need wireless communication capability, and need to be programmed to speak with the App and Kiosk, which would be a separate contract(s).

Handheld Enforcement Devices

A less expensive, and more flexible, enforcement option is the handheld device. Of the kiosk vendors pre-selected by MAPC, only VenTek offers a handheld device as part of their price sheet, for \$1,995 per unit. Staff are working to get pricing from other vendors.

DRAFT Compliance Guidelines for Multi-family Districts
Under Section 3A of the Zoning Act

A. Overview of Section 3A of the Zoning Act (MGL Ch. 40A)

In January 2021, the State legislature passed an economic development bill that added Section 3A to the Zoning Act, which includes the following requirements that all “MBTA Communities” shall adopt a zoning district as follows:

- The district must be of “reasonable size;”
- Multi-family housing must be allowed at a minimum gross density of 15 units per acre;
- This multi-family housing must be allowed “as-of-right;”
- The zone must be no more than ½ mile from a commuter rail station, subway station, ferry terminal or bus station;
- Allowable housing must be suitable for families with children and have no age restrictions.

B. Overview of the DRAFT Compliance Guidelines promulgated by DHCD

The Department of Housing and Community Development (DHCD), in coordination with MBTA and MassDOT, was tasked with promulgating guidelines to determine if MBTA communities comply with Section 3A. The latest version of this guidance came out on December 15, 2021 and includes the following [selectively excerpted to highlight issues specific to Reading]:

1. Overview of Section 3A of the Zoning Act – see above
2. Definitions – including “Bus service community,” “Commuter rail community,” “Developable land,” “Gross density,” “MBTA community,” “Multi-family housing,” “Reasonable size”
3. General Principles of Compliance – the what, where, how and why
4. Allowing Multi-Family Housing “As of Right” – Site plan approval is considered an “as-of-right” approval process, but special permits and variances are not.
 - ➔ During Q&A in a webinar on February 1st, DHCD clarified that the 40R plan approval process is considered “as-of-right.”
5. Determining “Reasonable Size” – the multi-family district must have:
 - (a) a *minimum land area* of ~50 acres; if an Overlay, at least 25 acres must be contiguous, and
 - (b) a *minimum multi-family unit capacity* based on a percentage of total 2020 housing stock; the percentage depends on the type of transit service a community has.
 - ➔ Reading’s 2020 census housing count was 9,952 total units.
 - ➔ Transit service categories and percentages are: rapid transit community (25%), bus service community (20%), commuter rail community (15%), adjacent community (10%).
 - ➔ Reading has been classified as a “bus service community,” which we believe to be erroneous – see C2 for details.

- However, as a “bus service community,” Reading will need to zone for $9,952 \times 20\% = 1,990$ by-right units within a compliant multi-family housing district.
 - If correctly classified as a “commuter rail community,” Reading would need to zone for $9,952 \times 15\% = 1,493$ by-right units.
6. Minimum Gross Density – the district must have a minimum gross density of 15 units per acre; “gross density” is defined as “a units-per-acre density measurement that includes land occupied by public rights-of-way and any recreational, civic, commercial and other nonresidential uses.”
 - Based on this, the minimum gross density of 15 units per acre can be spread across the entirety of the DSGD 40R Overlay. We believe Reading can achieve this, since the minimum density for new projects in the DSGD is 20 units per acre, and most of the approved 40R projects have been between 50-80 units per acre.
 7. Determining Suitability for Families with Children – the district cannot have age restrictions or restrictions on unit size, number of bedrooms, bedroom size, or number of occupants.
 - There are no such restrictions within our zoning.
 8. Location of Districts – at least half of the district must be within $\frac{1}{2}$ mile of the transit station; the $\frac{1}{2}$ mile radius is measured from the boundary of the parcel containing the transit station.
 - The entirety of the DSGD, as well as almost all of the A-40 district north of downtown and a large portion of the Business A district along south Main Street, are located within $\frac{1}{2}$ mile of the train station.
 9. Determinations of Compliance – DHCD determines compliance when a community submits a request for compliance that includes the requisite information.
 10. Renewals and Rescission of a Determination of Compliance – determinations of compliance are good for 10 years, and shall be renewed 6 months before expiration. Determinations of compliance can be rescinded if inaccurate information was submitted or if the zoning is amended such that it negatively alters the unit capacity of the multi-family district.
 11. Effect of Noncompliance – non-compliant communities will not be eligible for the following grant programs:
 - i. Housing Choice Initiative as described by the governor in a message to the general court dated December 11, 2017;
 - ii. Local Capital Projects Fund established in section 2E of chapter 29;
 - iii. MassWorks infrastructure program established in section 63 of chapter 23A; or
 - iv. Other grants at DHCD’s discretion.
 - In the past decade, Reading can confirm we have received \$50,000 in funds from the grant programs listed in i. through iii. The grants and extent of DHCD’s discretion in iv. are unclear. In the next year, Reading anticipates applying for MassWorks grant funds.
 - Reading can achieve interim compliance, and thus remain eligible for grants under these programs, through the end of 2022 (See E below). If we submit an Action Plan for MBTA Communities compliance by December 31, 2022, our interim compliance and grant eligibility may be extended through the end of 2023.

C. Reading's Questions, Concerns & Feedback for DHCD

- (1) Definition of Multi-Family: (NB: this issue has been addressed). It is our interpretation that Reading's ~48-acre Downtown Smart Growth District (DSGD 40R Overlay), which was adopted at the local level in an effort to incentivize smart growth and the production of housing near transit, and is entirely within ½ mile of the Reading Depot, cannot count toward compliance with this program because of a disparity between MGL Ch. 40A Section 3A and MGL Ch. 40R in how "multi-family" is defined.

Specifically:

MGL Ch. 40A Section 3A: *"Multi-family housing" means a building with 3 or more residential dwelling units or 2 or more buildings on the same lot with more than 1 residential dwelling unit in each building.*

MGL Ch. 40R (760 CMR 59.02 Definitions): *Multi-family Residential Use. Apartment or condominium units in individual buildings each of which contains or will contain more than three such units, provided that the 40R Zoning may treat attached dwelling units on separate lots as single-family residential use.*

In Reading Zoning Bylaw Section 10.5, the Ch. 40R definition is modified as such: **Multi-Family Residential**: *A building containing four or more residential dwelling units designed for occupancy by the same number of families as the number of dwelling units.*

In sum, under 40A multi-family is 3 or more units, while under 40R multi-family is 4 or more units. Because the DSGD 40R Overlay complies with 40R, the District does not allow multi-family housing at 3 or more units as-of-right and thus technically cannot count toward compliance with the MBTA Communities Guidelines.¹

- ➔ In a call on 2/24/22 with Bill Reyelt and Elaine Wijnja of the 40R Program at DHCD, they stated that they will allow Reading to modify our definition of Multi-Family within Reading ZBL Section 10.5, so that it allows "three or more units." **This change will be proposed at April 2022 Town Meeting as part of the holistic amendments to the 40R Bylaw. If this change passes, this gating item will be addressed and our Downtown Smart Growth 40R District will be able to qualify towards compliance with the MBTA Communities Guidelines.**

- (2) Transit Service: Despite very low ridership, limited and ineffective routing through Reading, sparse service, and the recent loss of one of our two bus routes (Route 136),² Reading has been classified as a "bus service community" under the MBTA Communities Guidance.³

We believe this is erroneous for the following reasons:

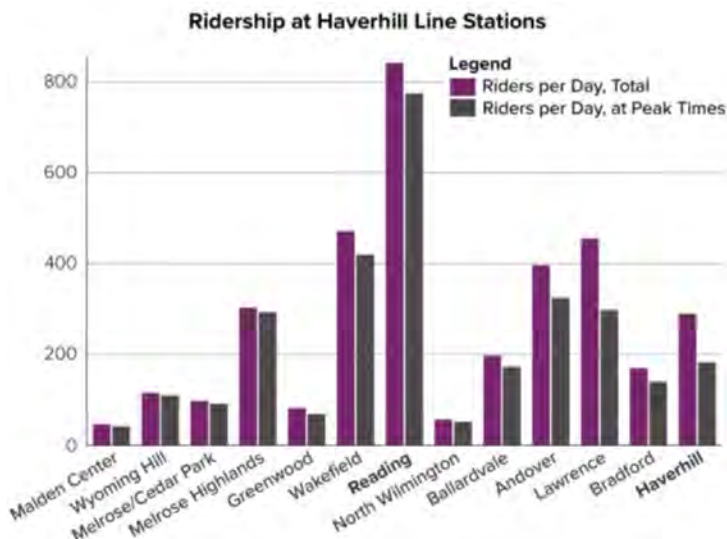
- a. Reading has a commuter rail station within its borders. Moreover, pre-pandemic, Reading Depot was the busiest station on the Haverhill Commuter Rail line, nearly

¹ During Q&A in a webinar on February 1st, DHCD clarified that the MBTA Communities Guidelines definition of Multi-Family aligns with MGL Ch. 40A Section 3A, and thus will not change under MBTA Communities.

² In March 2021, the 136 bus route, one of two bus routes serving Reading and nearby towns, was taken offline, and the 137 bus route was modified to try and accommodate the loss.

³ Reading is not the only community in this position. Woburn, Winchester, Wilmington and Beverly are also classified as "bus service communities" though they have active commuter rail stations within their borders.

doubling the ridership of the two other busiest stations, as shown in this chart from “Modernizing the Haverhill Line,” *TransitMatters*, Fall 2021.⁴ Reading’s population is demonstrably more reliant on the commuter rail than on the bus.



- b. Again, Reading has a commuter rail station within its borders. Therefore, based on the definitions of “bus service community” and “commuter rail community” provided in the Guidance, Reading should be a “commuter rail community”:

“Bus service community” means an MBTA community with a bus station within its borders or within 0.5 miles of its border, or an MBTA bus stop within its borders, and no subway station or commuter rail station within its border, or within 0.5 mile of its border.

“Commuter rail community” means an MBTA community with a commuter rail station within its borders, or within 0.5 mile of its border, and no subway station within its borders, or within 0.5 mile of its border.

However, we do note that the FAQ⁵ on the www.mass.gov/mbtacommunities webpage implies that the classification was not solely based on the definitions in the Guidance:

A2. Can you clarify how DHCD determined if a particular MBTA community is a rapid transit community, a bus service community, a commuter rail community, or an adjacent community?

MBTA communities were categorized based on whether they have transit service located within the municipality or within 0.5 miles of the municipal boundary, and if so what type of transit service. A community with access to more than one transit type is classified in the category with the higher unit capacity requirement. More specifically:

- A bus service community has no subway station within its border or within 0.5 miles of its border, but does have an MBTA bus route with one or more bus stops located within the community. [Note, a bus community that](#)

⁴ “Modernizing the Haverhill Line,” *TransitMatters*, Fall 2021.

⁵ <https://www.mass.gov/info-details/mbta-communities-frequently-asked-questions>

happens also to have a commuter rail station within its borders is placed within the bus community category due to the presence of the bus route.

→ Understanding as soon as possible whether Reading will remain classified as a “bus service community” or be more appropriately classified as a “commuter rail community” is important for the following reasons:

(1) It determines how many units we need to zone for:

- Bus Service Community: $9,952 \times 20\% = 1,990$ units
- Commuter Rail Community: $9,952 \times 15\% = 1,493$ units

(2) It determines when we need to comply with the statute:

- Bus Service Community: March 31, 2023 Action Plan / Dec 31, 2023 ZBL Amend.
- Commuter Rail Community: July 1, 2023 Action Plan / Dec 31, 2024 ZBL Amend.

(3) Build-Out Analysis: More detailed written guidance is needed to assist communities in determining build-out capacity. Specifically, the Guidance should address the following:

- a. Whether existing multi-family units can be counted or not.
- b. Whether using existing projects as guidance for determining build-out on similarly sized lots is an acceptable methodology.
- c. How to handle existing single or two-family housing units on small lots with densities greater than 15 units per acre (in Reading’s case 20 units per acre). The small size of the lots makes them (1) ineligible for redevelopment under 40R and/or (2) unlikely to generate more units. Can these units count because the minimum density is met?
- d. How to handle undersized lots. Should they be eliminated from the analysis, or can they be combined with other undersized lots to create conforming lots that can then be included in the build-out calculation?
- e. How to handle split-zoned lots both in terms of existing units and future zoned units. Can existing units count if over half of the lot is in a different zone? Should the lot be excluded from a build-out calculation?
- f. Can the build-out include public lands that may be part of a longer-term redevelopment strategy?

(4) Timeframe for Compliance: The timeframe for compliance is quite tight and should be extended for the following reasons:

- a. An enormous amount of staff time has already been spent as follows: attendance at multiple webinars on the topic; preparation of a preliminary analysis to determine whether we might qualify currently; discovery of problems with, feedback on, and questions pertaining to the Guidance; preparation of presentations and updates to the Community Planning & Development Commission (CPDC), and as required, the Select Board; and preparation of an Action Plan by December 31, 2022.
- b. A site-specific build-out analysis will not be something that staff have the bandwidth or expertise to conduct, especially in time to meet the Action Plan deadline of December 31, 2022. Time will be needed for the Town to apply for and acquire funds for technical assistance.
- c. Bringing Zoning Bylaw Amendments to Town Meeting requires a lot of outreach, CPDC time, and staff coordination. Given the sensitive and far-reaching nature of what may be

proposed to comply with this Guidance, it is important that planners have time for process, education, feedback, and of course, the requisite public hearing process. In Reading, we typically decide in the fall what we will bring to Town Meeting the next fall, and then we spend the better part of a year bringing all parties to the table. If we do not hear from DHCD on our Action Plan until spring 2023, it will be tight getting it to November 2023 Town Meeting, especially given CPDC's many competing priorities.

- (5) **Potential Expansion of Effect of Noncompliance:** Section 3A states that an MBTA community that fails to comply shall not be eligible for funds from the following grant programs:
- i. Housing Choice Initiative as described by the governor in a message to the general court dated December 11, 2017;
 - ii. Local Capital Projects Fund established in section 2E of chapter 29; or
 - iii. MassWorks infrastructure program established in section 63 of chapter 23A.

However, the Guidance states that *"DHCD may, in its discretion, take noncompliance into consideration when making other discretionary grant awards."*

Reading finds this potential expansion of the effect of noncompliance into other grant programs problematic, especially if left to the discretion of DHCD without further legislative action and without clarity on which grants may be included and under what circumstances. It is unclear to Reading that DHCD has the right to expand the effect of noncompliance in this manner.

- (6) **Feedback from CPDC:** Staff reviewed the Guidance and preliminary analysis with the CPDC on February 28th and March 14th.

To date, CPDC members have expressed the following sentiments:

- a. Reading is routinely touted as the *"poster child"* 40R community. We were recently told by DHCD⁶ that we are the *"most advanced in terms of implementation of a 40R District"* and the fact that *"we are a success story, means our bylaw may set a precedent as other communities will want to use our language."* If Reading cannot figure it out, with all the density we have right near the train, then something is broken. Staff should continue with the analysis, which if nothing else should demonstrate to DHCD just how hard this will be for other communities.
- b. Reading should not compromise design quality for housing quantity by reducing minimum dimensional requirements and lowering standards.
- c. We have yet to see a clear reason why Reading needs to qualify for the specified grant programs. The *possibility* of obtaining a few grants, perhaps nominal in size, which require a lot of staff time to apply for and manage, would not be worth fundamentally changing the character of downtown.
- d. Staff should continue with the analysis so CPDC can understand the magnitude and feasibility of any necessary changes before throwing in the towel.

⁶ During a call between Reading staff and DHCD staff on February 24, 2022.

D. Reading's Preliminary High-Level Analysis

As noted above, compliance with the Guidelines requires communities to:

- Have a ~50-acre district that allows multi-family as-of-right at a *minimum gross density* of 15 units per acre; and
- Prove that the district can accommodate a *minimum multi-family unit capacity* based on 2020 housing unit count and type of transit service.

Assumptions

1. We will remain a “bus service community” and we will need to zone for 1,990 units.
2. We will not be able to include undersized parcels in our build-out calculation.

Methodology

This is a preliminary high-level analysis that uses gross square footage and calculates a range of units based solely on minimum density (20 units/acre) and maximum density (65 units/acre) in the DSGD 40R Overlay. It does not account for site specifics and dimensional requirements.

Purpose

The purpose of this methodology is to understand if the densest scenario puts us within striking distance of compliance so we can determine if and how to proceed before we undertake a more detailed, time-consuming build-out analysis which will require a lot of staff work and/or technical assistance from a consultant.

Thought Process & Steps to Analysis:

(1) Get Downtown Smart Growth District (DSGD 40R Overlay) to Qualify:

- District is ~48 acres; we have been told there is flexibility with the 50-acre requirement
- Minimum gross density allowed exceeds 15 units per acre b/c 40R requires a minimum 20 unit per acre density for new multi-family or mixed-use projects
- Change the definition of Multi-Family in our 40R Bylaw at April 2022 Town Meeting

(2) Calculate *minimum multi-family unit capacity* in DSGD:

- Tally Existing Multi-Family units:
 - Multi-family units that were allowed as-of-right, and
 - Multi-family units that exist at densities greater than 20 units per acre
 - Preliminary tally is ~459 units
- Determine Lots and Land Area remaining:
 - Remove public land, rights-of-way, undersized lots, etc.
 - Preliminary remainder is 53 lots and ~16 acres of land area
 - [Undersized lots: 52 lots and ~4.9 acres of land area]
- Determine Minimum and Maximum Build-Out of remaining lots:
 - Assume density between 20-65 units per acre⁷
 - Preliminary added capacity is between ~310 and ~1,007 units

⁷ At April 2022 Town Meeting, CPDC is proposing a cap on density in the 40R District at 65 units per acre.

Does the DSGD zoning accommodate 1,990 units?

→ No, there is a shortfall between 524 and 1,221 units. A detailed site-specific build-out analysis would likely reveal a shortfall somewhere in this range.

Existing Units:	459		1,990	Minimum Required Unit Capacity
Zoned @ 20 units/acre:	<u>310</u>		<u>-769</u>	
Total:	769		1,221	Unit Shortfall
Existing Units:	459		1,990	Minimum Required Unit Capacity
At Zoned Max 65 units/acre:	<u>1,007</u>		<u>-1,466</u>	
Total:	1,466		524	Unit Shortfall

(3) Can this shortfall be accommodated in other zoning districts?

- A-40, Business A, Industrial, and S-15 are all within ½ mile of train station
- Multi-Family is allowed as-of-right in A-40 and Business A

(4) Calculate *minimum multi-family unit capacity* in A-40 District (north of downtown)

- Challenges: lot and dimensional requirements make Multi-Family hard to implement
 - All but 1 lot are undersized
- Existing Multi-Family Units: 41
- Assume density between 15⁸ and 20⁹ units per acre
- ➔ Preliminary analysis yields no additional unit capacity

(5) Calculate *minimum multi-family unit capacity* in Business A District (along south Main Street)

- Challenges: lot and dimensional requirements make Multi-Family hard to implement
 - All but 4 lots are undersized
- Existing Multi-Family Units: 45
- Assume density between 15 and 58¹⁰ units per acre
- ➔ Preliminary added capacity between 74 and 286 units

Do Reading’s existing zoning districts accommodate 1,990 units?

→ No, not without zoning amendments. There is a shortfall between 152 and 1,061 units. A detailed site-specific analysis would likely reveal a shortfall somewhere in this range.

(6) Explore Possible Zoning Amendments with CPDC

- Modify dimensional requirements in A-40 and/or Business A.
- Expand the boundaries of the DSGD 40R Overlay, perhaps extending it over the A-40 District and Business A District analyzed above.
- Rezone the Industrial District after the next phase of planning and community engagement for the Eastern Gateway.

⁸ 15 units per acre is the minimum gross density allowed under MBTA Communities.

⁹ 20 units per acre is an existing maximum project density within the A-40 District north of downtown.

¹⁰ 58 units per acre is an existing maximum project density within the Business A District along the portion of south Main Street within ½ mile of the train station.

E. Process & Next Steps

DHCD will be accepting public comment on the Draft Guidelines until March 31, 2022, and has a goal of releasing final Guidelines during summer 2022.

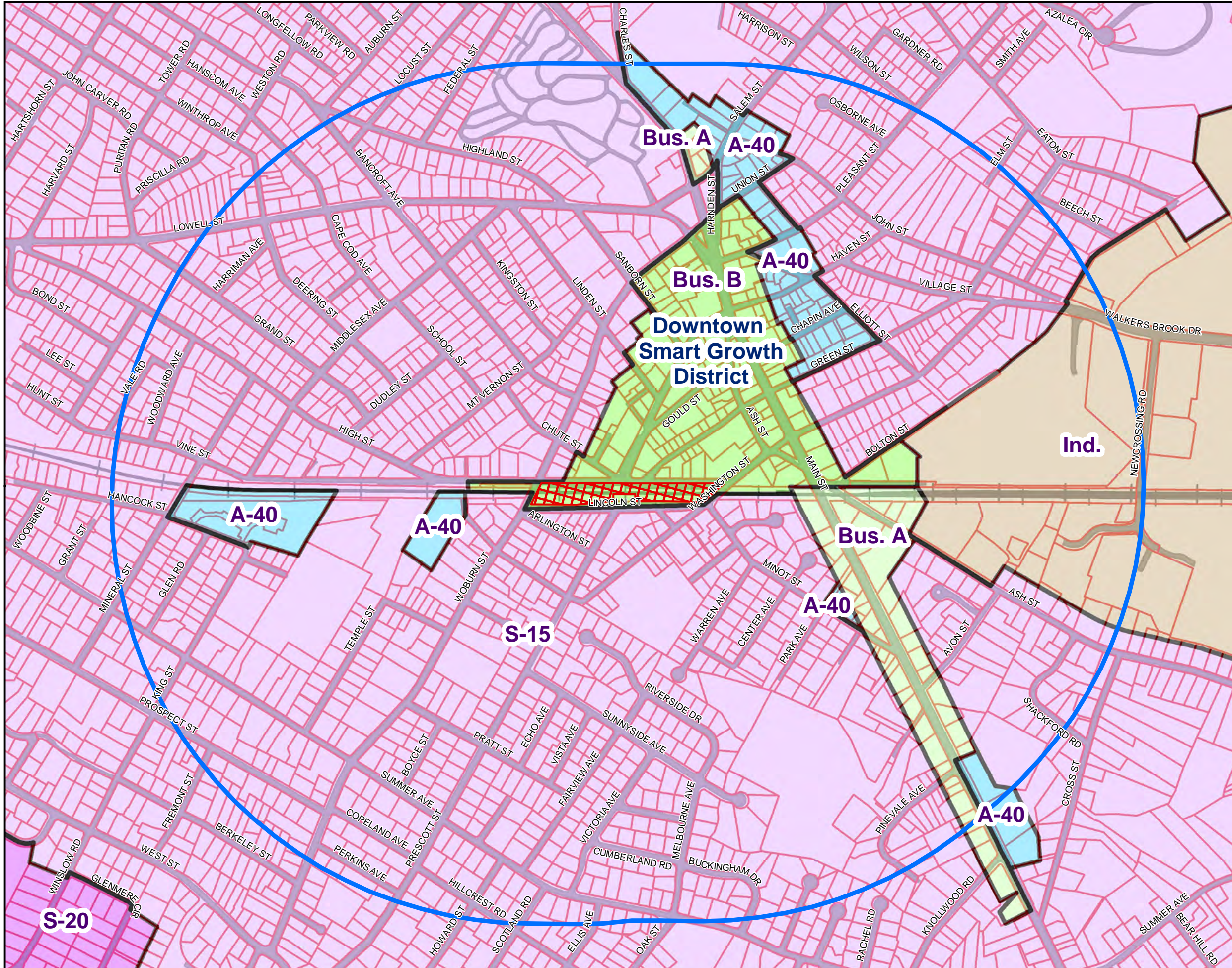
- ➔ Staff will submit feedback on the Guidance to DHCD by March 31st.
- ➔ Staff will continue to collaborate with other planners in the region, to brainstorm ideas for compliance, and to work on an Action Plan with CPDC, but will likely not devote too much more time to this until DHCD releases their final Guidelines this summer.

In the meantime, there is a process for towns to remain in compliance through 2022 (thereby maintaining eligibility for grants), and **Reading Planning staff will be taking the following steps:**





- Discussions with CPDC on 2/28/22 and 3/14/22
- Presentation of Guidelines to Select Board on 3/22/22
- Submit the MBTA Community Information Form by 5/2/22.

If the Town does submit an Action Plan for compliance, the schedule will be as follows:










- Submit the Action Plan by December 31, 2022 at the latest
- Receive a determination of compliance by March 31, 2023
- Prepare to take any necessary ZBL Amendments to November 2023 Town Meeting



Legend

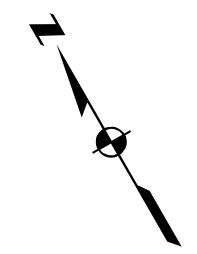
-  Reading MBTA Station Parcel
-  Reading MBTA Station 0.5 Mile Buffer
-  Tax Parcel
-  Railroad

Zoning District

-  A-40
-  A-80
-  Bus. A
-  Bus. B
-  Bus. C
-  S-15
-  S-20
-  S-40
-  Ind.

0.5 Mile Buffer Area = 660.57 Acres

Zoning	Total Area (acres)	Buffer Area (acres)
A 40	30.79	28.00
Bus. A	21.79	19.53



1 inch = 600 feet



READING CENTER FOR ACTIVE LIVING COMMITTEE
RECALC

SELECT BOARD UPDATE
MARCH 22, 2022

THE CHARGE OF RECALC IS TO EXPLORE THE CURRENT AND FUTURE NEEDS OF THE COMMUNITY, AND INITIATE PLANNING FOR A POTENTIAL NEW SENIOR/COMMUNITY CENTER IN TOWN THAT WILL FOCUS ON RESIDENTS AGED 60+ AND POSSIBLY OTHER MEMBERS OF THE COMMUNITY

RECALC Milestones

- **Nov. 2021** - Select Board creates and appoints 7 member Ad-Hoc Committee
- **Dec. 2021** – Committee plans bi-monthly meetings including joint meetings with the Council on Aging (COA).
- **Jan. 2022** – Review of project parameters; Committee feedback
- **Feb. 2022** – Public Services Department hires consultant - UMASS Gerontology Institute (2021 Capital Funds) to lead community engagement.
- **March 2022** – Site Visits planned to area centers; joint meeting with COA/UMASS Consultant team to review community outreach plan
- **April 6, 2022** – Two public forums planned PSC – 1:00 p.m.; RPL – 6:00 p.m.



Why Plan for A Center for Active Living (RECAL)?

- **Vision** – A far reaching vision for the future is needed to plan for the needs of the community.
- **Needs – What are the needs of the community?**
- **Pleasant Street Center has outlived its' useful life** (Needs Assessment, Umass Gerontology Institute, 2017)
- **Demographic Trends** - Growing overall population with 27% residents are 60+ years
- **Impact on Service Delivery** - A dedicated staff having difficulty meeting the demand of community
- **Limited Capacity** - Some residents go out town to participate in activities at other Centers

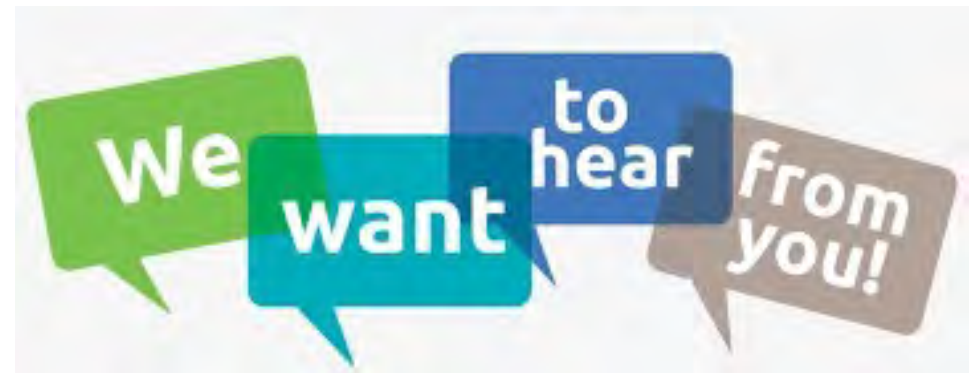


COMPREHENSIVE
PROCESS OF:

BENCHMARKING
PEER
COMMUNITIES

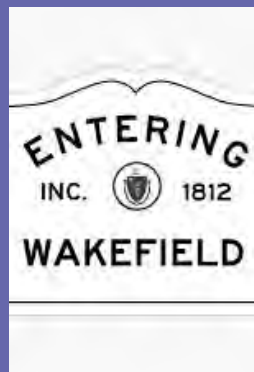
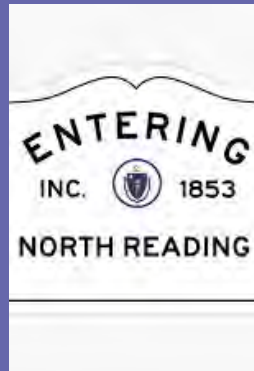
&

COMMUNITY INPUT



Benchmarking

- Prepared extensive survey to be used on field visits to various Senior and Community centers in Massachusetts
- Selected visits to over **21** peer communities in the next four weeks
- Data to be collected will include facility space specifications, programs/activities offered, and limitations, if any, from adequacy of space



HOW DO WE COMPARE?



- Communities were chosen based on following criteria:
- Have recently completed a similar community process
- Are in the process of doing so are a mix of Community Centers and Senior Centers
- Comparable sized communities in geographic proximity to Reading

COMMUNITY INPUT

Take Our Survey

- Community wide outreach via
 - Surveys
 - Focus Groups
 - Public Forums

NEXT STEPS

- Collect and analyze community input
Including town-wide community survey.
- Present a Vision.
- Recommend Senior vs.
Multigenerational Center
- Final recommendations to Select Board
- Town Meeting article funding feasibility
study (e.g., type of facility, size, potential
locations, plans, and cost estimates).



The opportunity is here

Select Board Open Session

March 1, 2022, 7:00 PM

Select Board Meeting Room, Town Hall

Members Present: Chair Karen Herrick, Vice Chair Anne Landry, Secretary Mark Dockser, Carlo Bacci, Chris Haley

Others Present: Town Manager Fidel Maltez, Recreation Administrator Genevieve Fiorente, Nancy Tawadros, Angela Binda, Patrick Silva, Robert Silva, Ed Ross (remote), Rick Houle (remote), Matt (remote), Christopher Messing (remote), Mike Sheedy (remote), Alan & Ace Foulds (remote), Jeff Mullen (remote), Karen DeAngelis (remote), Kendra Cooper (remote), Jackie McCarthy (remote), Kate DePalma (remote), Eileen Litterio (remote), Town Engineer Ryan Percival (remote), Joe DiGiovanni (remote), Administrative Specialist Jacquelyn LaVerde (remote), Town Counsel Ivria Fried (remote), Sasha Gill LCCP Law (remote), Louise Saunders MIIA (remote)

Documents used:

34 Deborah Drive Driveway – SB

34 Deborah Drive HydroCAD Report

34 Deborah Drive Plot Plan

Email from Joseph DiGiovanni: Feedback about 34 Deborah Drive Accessory Apartment
Water and Sewer Improvements update - SB 2-22-2022

Copy of 20220131 FY23 Capital Plan

Copy of SB priorities survey -updated

21-1223 Rare Hospitality International Letter to local boards

2022-01-24 Longhorn Steakhouse Change of Officer – Redacted

Portable Lights at Coolidge

emails of support

2022 TM Annual Warrant DRAFT-6

2018-10-30 Select Board Minutes

2022-02-01 Select Board Minutes DRAFT - Simple- ajl & kh & md & if

2022-02-15 SB Minutes DRAFT - Simple- ajl MD KH edits

This meeting was held in-person and remotely via Zoom.

SB Liaison & Town Manager Reports:

Mark Dockser stated that ReCalc meets every two weeks and is making progress. They would like to come to the Select Board on March 22nd to present where they are in the process.

Chris Haley shared highlights from the School Committee meeting: the mask mandate was rescinded, though it is still recommended that unvaccinated children wear them; a GoFundMe page was setup to

help bring the Vietnam Vet Memorial to the High School; and sixth grade students from Coolidge presented their illustrative map.

Anne Landry stated that the new Director of Equity and Social Justice has been hired and it would be nice to invite her to introduce herself at the next meeting.

Karen Herrick noted that the School Committee approval was not necessary for the Community Garden. RMLD will be holding public hearings on the stretch code for the public to provide feedback.

Town Manager Fidel Maltez thanked former Town Manager Bob LeLacheur for welcoming him and completing a balanced budget for FY23. The Town Moderator confirmed that Town Meeting will be in-person at the Performing Arts Center at the High School. The FY23 budget has been completed and submitted to the Finance Committee.

Karen Herrick announced that Mr. Maltez will be attending a meet and greet at the Burbank YMCA on March 16th from 8:00 am to 11:00 am.

Public Comment:

There was no comment from the public.

Consent Agenda:

Vote to dissolve the Ad Hoc Town Manager Screening Committee

Anne Landry stated that the Board is in good position to dissolve the ad hoc Town Manager Screening Committee. New Town Manager Fidel Maltez is now fully on board.

Approve Deborah Drive Driveway Request

Town Engineer Ryan Percival presented the proposed plan to add a secondary driveway to serve as ADA access to an addition on the left-hand side of the existing house being built for aging parents. The Select Board policy requires 125 feet between driveways. However, this request was only 43 feet and was therefore denied by Engineering on January 11th. The applicant requested that the request be brought before the Select Board for a waiver. Engineering and Conservation had concerns about drainage, which were addressed by the addition of drip trenches and a rain garden to capture the entirety of the driveway, which meets the capacity of a 100-year storm. The matter was brought before the Parking Traffic Transportation Task Force (PTTTF) and there was no reason for concern that a second driveway would affect safety or traffic.

Applicant Patrick Silva of 34 Deborah Drive was present and explained that the project was already approved by the Zoning Board of Appeals with the condition that the Conservation Commission and Select Board approved. Conservation approved with the condition that the Select Board approved. The

accessory apartment is for Mr. Silva's parents, and his mother needs wheelchair access. He stated that though he did not want to add a second driveway, they designed the smallest one they could.

Vote to extend sunset date for Parking Advisory & Recommendations Committee (PARC) to April 30, 2022

Chris Haley explained that the PARC is reaching the end of its work. There are only two meetings left and the only topic they are still working on is the two-hour scenario. He stated that he does not anticipate needing more time beyond April 30th.

Mark Dockser moved to accept the consent agenda as proposed. The motion was seconded by Karen Herrick and approved 5-0 by unanimous vote.

Water Sewer Capital Projects Overview:

Town Engineer Ryan Percival presented status and cost updates on approved water and sewer projects including: Sturges Pump Station, downtown water and sewer improvements, Gazebo Circle improvements, Auburn Street water tank, and Emerson Street and Walkers Brook Drive water main replacements. All projects total almost \$19 million. There may be potential for MassWorks grants where economic development is involved. All of these projects are eligible for ARPA. Other possible ways to offset costs include chapter 90 program and the small bridge program. Following discussion, Mr. Percival also noted that there are supply chain delays that may affect project costs in the future.

Approve Longhorn Change of Officer:

Elizabeth Pisano of Upton, Connell, and Devlin was present on behalf of Longhorn and explained that the application was just for an officer change. There will be no operational changes to the restaurant. Mr. Dockser emphasized that it is important to make sure there are no violations and commended the restaurant for having no violations in Reading.

Mark Dockser moved to approve the change of officer request for Long Horn Steakhouse. The motion was seconded by Chris Haley and approved 5-0 by unanimous vote.

Discuss/Approve Temporary Lights at Coolidge:

Recreation Administrator Jenna Fiorente reviewed the plan to place four portable lights at the Coolidge Middle School soccer field from April 15th to June 15th for practices while Turf 1 at the High School is offline for replacement. The total cost is a little over \$5,000, which will be shared by the Recreation Division, Soccer, and Lacrosse.

Mark Dockser moved to approve the placement of temporary lights at Coolidge. The motion was seconded by Carlo Bacci and approved 5-0 by unanimous vote.

Vote to Close Warrant for Annual Town Meeting:

The Board reviewed the Annual Town Meeting warrant. Mr. Maltez noted there were no changes to the 19 articles presented at the last meeting. Ms. Fried noted that after the draft warrant was circulated, formatting was adjusted, and typos corrected, but no change was made to any content.

Mark Dockser moved to close the Annual Town Meeting warrant consisting of 19 Articles to take place on April 25, 2022, as amended. The motion was seconded by Chris Haley and approved 5-0 by unanimous vote.

Discuss Town Charter Section 5.1: Town Manager termination pay:

Karen Herrick reviewed the matter, which was brought to the Board's attention by the Town Accountant. Town Counsel had given her opinion on the Town Charter language allowing termination pay, which was put in while the first Town Manager was in place. Board members discussed their opinions on the matter.

Anne Landry proposed to provide one month salary and reasoned that Peter Hechenbleikner was Town Manager for almost 30 years and received three months of termination pay. Mr. LeLacheur was Town Manager for 9 years, or about one-third the time. With the recent budget, some requests of Department Heads and residents were left out to fund other priorities, which is another reason to only offer one month. Also, Mr. LeLacheur provided six months' notice, and she would like to incentivize that kind of advanced notice for future Town Managers.

Carlo Bacci echoed Ms. Landry's sentiments, but advocated for a minimum of three months, as Mr. LeLacheur was a leader in this Town and went above and beyond anyone else, and it sends a message to future Town Managers.

Karen Herrick stated that the Charter is too vaguely worded and noted that Mr. LeLacheur has not requested compensation under this clause.

Mark Dockser noted that the Town is not a private company, rather a Town Government talking about taxpayer money. If the provision was in the contract, it would be clear, but it is not. It is a provision in the Charter only used once. He stated that he felt it is not appropriate for the Board to make a termination payment.

Anne Landry moved to offer one month salary, subject to the availability of funds and approval of Town Meeting. The motion was seconded by Chris Haley. Following discussion, the motion was

approved 4-1 with Carlo Bacci, Chris Haley, Mark Dockser, and Anne Landry in favor, and Karen Herrick opposed.

Discuss Future Agendas:

Mr. Maltez noted that land use and Symonds Way update, an update on Town website, and an introduction of the new Director of Equity and Social Justice were added to the next agenda.

Karen Herrick added a hearing to remove a Trails Committee member who has not been attending meetings and has not responded to efforts made to contact her.

Mark Dockser requested a discussion on categories for ARPA.

Anne Landry suggested a discussion on which earmarks to request through the state budget, and a discussion on the process for volunteer boards and committees to request funds from the Select Board reserve account.

Approve Meeting Minutes: February 1, 2022, February 15, 2022:

Mark Dockser moved to approve the meeting minutes of February 1, 2022, and February 15, 2022, as amended. The motion was seconded by Anne Landry. Chris Haley stated that he disagreed with changing the minutes from what was accurately said at the time. Ms. Landry noted that she agreed with Town Counsel's input that is reflective of accuracy as well as what is in the Charter. **The motion was approved 5-0 by unanimous vote.**

Executive Session: Purpose 3: Discuss litigation strategy with respect to Toussaint v. Reading:

At 9:25 pm, Mark Dockser moved that the Board go into Executive Session, including staff members Fidel Maltez and Jackie LaVerde, Town Counsel Ivria Fried, Special Counsel Alexandra Gill, and MIIA representative Louise Saunders, under Purpose 3, to discuss litigation strategy with respect to Toussaint v. Reading, and further the Chair declares that an open meeting could have a detrimental effect on the litigation position of the body; and that the Board will NOT reconvene in open session. The motion was seconded by Karen Herrick and approved 5-0 by unanimous roll call vote.