



# Town of Reading Meeting Posting with Agenda

**Board - Committee - Commission - Council:**

Select Board

Date: 2023-08-22

Time: 7:00 PM

Building: Reading Town Hall

Location: Select Board Meeting Room

Address: 16 Lowell Street

Agenda:

Purpose: General Business

Meeting Called By: Caitlin Nocella on behalf of Chair Jackie McCarthy

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:**

	<b><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></b>	PAGE #
	<p>Join Zoom Meeting  <a href="https://us06web.zoom.us/j/83722139636">https://us06web.zoom.us/j/83722139636</a></p> <p>Meeting ID: 837 2213 9636</p> <p>One tap mobile            +16465189805,,83722139636# US (New York)            +16465588656,,83722139636# US (New York)</p> <p>Dial by your location            • +1 646 518 9805 US (New York)            • +1 646 558 8656 US (New York)</p> <p>Meeting ID: 837 2213 9636</p> <p>Find your local number: <a href="https://us06web.zoom.us/u/kpfNr8xbg">https://us06web.zoom.us/u/kpfNr8xbg</a></p>	
<b>7:00</b>	Overview of Meeting	
<b>7:05</b>	Public Comment	
<b>7:15</b>	SB Liaison & Town Manager Reports	3
<b>7:20</b>	Discuss Proposed Changes to Town Personnel Policy: Military Leave	5

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

<b>7:30</b>	PUBLIC HEARING – Package Store Liquor License Transfer: Baystate Liquors	6
<b>8:00</b>	Presentation from Reading Food Pantry Request for Additional ARPA Funds	
<b>8:30</b>	Discuss Select Board Appointment to the Special Committee for Charter Review	
<b>8:45</b>	Discussion on the Development of a Dog Park in Reading	131
<b>9:00</b>	Discuss Director of Equity and Social Justice Hiring Process and Reporting Structure	
<b>9:15</b>	Discuss Warrant for November Town Meeting	132
<b>9:30</b>	Review Request for Qualifications for Senior Center Feasibility Study	152
<b>9:45</b>	Discuss Future Agendas	168
<b>10:00</b>	Approve Meeting Minutes	171

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.



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

781-942-9043

[townmanager@ci.reading.ma.us](mailto:townmanager@ci.reading.ma.us)  
[www.readingma.gov/town-manager](http://www.readingma.gov/town-manager)

**To:** Select Board  
**From:** Fidel A. Maltez  
**Date:** August 17, 2023  
**RE:** Town Manager Memo for August 22<sup>nd</sup>, 2023 Meeting

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While we have had a great break, we are excited to get our Select Board meetings back on a more regular schedule. We have an exciting agenda for the Select Board, and many updates.

Tonight, the Select Board will hear from our Human Resources Director, Sean Donahue, on a proposed change to our personnel policies. This change deals with our Military Leave, specifically providing adequate compensation to employees who are deployed on long-term assignments. Mr. Donahue will share that we have benchmarked other communities, and we believe we have drafted a policy that supports our employees who are also members of the Armed Forces. We are requesting that the Select Board vote on this change at your September 12 meeting, since we have an employee who might be leaving on a one-year deployment in October 2023.

We are in the process of creating our Charter Review Committee. We hope to have the first meeting of the committee on September 19, 2023. So far, we have the following appointments: RMLD has appointed Phil Pacino; BOLT has appointed Andrew Grimes; Bylaw has appointed Jesse Arnold. The School Committee is in the process of appointing its member, and the Town Moderator will be appointing the three Town Meeting members. A reminder of the make-up of the committee is below:

**At least every ten (10) years, a special Committee consisting of nine (9) members shall be established** for the purpose of reviewing the Charter and making a report, with recommendations, to the Town Meeting concerning any proposed amendments that said Committee may determine to be necessary or desirable. The Committee shall consist of the Moderator, one (1) member or designee of the Board of Selectmen, one (1) member or designee of the School Committee, one (1) member or designee of the Board of Library Trustees, one (1) member or designee, of the Municipal Light Board of Commissioners, one (1) member of the Bylaw Committee and three (3) Town Meeting members to be appointed by the Moderator. (Emphasis added).

At your meeting, we will also discuss the ongoing conversations on a dog park. After our public forum to obtain feedback on a potential location, we received significant complaints on the possibility of using Hunt Park, making the location unfeasible. We have received similar complaints on other locations. We will continue to discuss potential locations over the next few weeks.

Finally, we will be discussing the reporting structure of the Director for Equity and Social Justice. As you know, we were incredibly sad when Dr. Sudeshna Chatterjee resigned from the Town. We are extremely grateful to Sudeshna for her work, and wish her the best in her future endeavors. After meeting with our Library Director, we feel that it is most appropriate to have her replacement report directly to the Town Manager. We have also sought feedback from members of the Board of Library Trustees, and members of the larger community, including PAIR. My formal recommendation is to proceed with this change, and implement the change when a new employee is hired. I look forward to a discussion on this matter at your meeting.

FAM

**Section 9.6. Military Leave:**

The Town complies with the applicable provisions of the federal Uniform Services Employment and Reemployment Rights Act (USERRA), and any other applicable state or federal law, with respect to employment, reemployment and protection of employee benefits during military service. The Town shall not discriminate against any employee or prospective employee because of past, present or future application for, or membership in a uniformed armed service.

Employees who are regular employees, and who serve in the Armed Forces of the Commonwealth as defined in G.L. c. 33, § 10, or as members of an organized unit of a ready reserve component of the Armed Forces of the United States, under orders, will be allowed their regular rate of compensation from the Town while performing their annual active duty for training requirements not to exceed the equivalent of four (4) workweeks per calendar year. After such time is exhausted, they may receive the difference between their military basic pay and their regular biweekly pay they receive for such service and their regular rate of compensation from the Town, pending receipt of official pay stub(s).

Employees who are regular employees and who serve in the Armed Forces of the Commonwealth, or as members of an organized unit of a ready reserve component of the Armed Forces of the United States, under orders, who are called for active duty will be allowed the difference between their military basic pay and their regular biweekly pay from the Town beginning from the first date of their orders up to eighteen (18) months per deployment, not to exceed thirty (30) months within a five (5) year period, pending ongoing receipt of official pay stubs.

In order to exercise leave from any of the abovementioned options, when possible, the Town requires the reservist to provide notice of the military absence to their Department Head and the Human Resources Director as soon as orders are received and in no event later than thirty (30) days prior to the start of leave. In addition, differential payment for said leave will be processed on the next available payroll from which the Armed Forces pay stub is received in Human Resources. It is the responsibility of the employee to confirm their request for such military absence in accordance with existing Town policy for all absences. In the event that a military absence cannot be forecasted so as to enable the reservist to comply with the Town's policy of advance notice, a reasonability standard will be applied. The reservist is required to give such reasonable notice, assuming they have been sufficiently informed by their military unit.

Employees on military leave will continue to accrue vacation and sick time for the duration of their service. At the request of the employee, and the support of the Department Head, the Town Manager may grant a payout or allow additional carryover for vacation balances that exceed carryover limits per policy and/or the collective bargaining agreement.

**Legal Notice  
(Seal)  
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 August 22, 2023 at 7:00 PM in the Select Board Meeting Room at Town Hall, 16 Lowell Street, Reading, MA or also available remotely on Zoom to act on a Transfer of License Application for an Annual All – Alcohol Package Store License located at 345 Main Street, Reading, MA from HT Reading Liquors LLC d/b/a Baystate Liquors to Nilkant 350 Inc. d/b/a City Wine Spirits & Smoke Shop.

A copy of the proposed documents regarding this topic will be in the Select Board packet on the website at [www.readingma.gov](http://www.readingma.gov)

All interested parties are invited to attend the hearing in person or remotely via Zoom; or may submit their comments in writing or by email prior to 6:00 p.m. on August 22, 2023 to [townmanager@ci.reading.ma.us](mailto:townmanager@ci.reading.ma.us)

By order of  
Fidel Maltez  
Town Manager

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**To the Chronicle: Please publish on August 8<sup>th</sup> and 15<sup>th</sup>, 2023**

**Send the bill and tear sheet to:     Andrew F. Upton  
Upton Connell & Devlin, LLP  
112 Water Street, Suite 201  
Boston, MA 02109**

**Phone: 617-227-3277  
Email: [aupton@UCDlaw.com](mailto:aupton@UCDlaw.com)**

# Upton Connell & Devlin, LLP

112 Water Street, Suite 201  
Boston, Massachusetts 02109  
617-227-3277  
Fax 617-227-3222  
aupton@UCDlaw.com

7/21/2023

Town of Reading Select Board  
16 Lowell Street  
Reading, MA 01867  
(781) 942-9043

**Re: Nilkant 350 Inc., 345 Main Street, Reading, MA 02108 - Application for Transfer of Package Store (Section 15) All Alcoholic Beverages License.**

To The Select Board:

Enclosed are the following documents relating to the above-stated entity's application:

1. Receipt for \$200 Application Fee;
2. Check in the Amount of \$50 for Reading Local Fee;
3. Department of Revenue Certificate of Good Standing
4. Department of Unemployment Assistance Certificate of Compliance
5. Money Transmittal Form;
6. Transfer of License Application
7. Manager Application;
8. CORI Authorization forms for:
  - a. Nilesh Patel (President, Secretary, Director, and proposed Manager of Record);
  - b. Divyank Patel (Treasurer); and
  - c. Yashika Patel (Director)
9. Corporate Vote;
10. Proof of US Citizenship;
11. Certificate of Organization;
12. Copy of Sales Agreement;
13. Source of Funds;
14. Lease Agreement; and
15. Floor Plan.

Thank you very much for your time and effort. Feel free to call me at (617) 227-3277, or email aupton@UCDlaw.com if any questions should arise.

Best,



Andrew F. Upton



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):

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

THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL

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



## Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

Your account has been billed for the following transaction. You will receive a receipt via email and via text message.



Transaction Processed Successfully.

INVOICE #: c7619660-f821-43d2-8911-ca8ccf054697

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	Nilkant 350 Inc.	\$200.00
		<b>\$200.00</b>

Total Convenience Fee: **\$4.70**

Date Paid: **7/21/2023 3:50:15 PM EDT**

Total Amount Paid: **\$204.70**

### Payment On Behalf Of

**License Number or Business Name:**

Nilkant 350, Inc.

**Fee Type:**

FILING FEES-RETAIL

### Billing Information

**First Name:**

Joseph

**Last Name:**

Devlin

**Address:**

112 Water St

**City:**

Boston

**State:**

MA

**Zip Code:**

02109

**Email Address:**

thenseler@ucdlaw.com

**DOR COGS**  
**and**  
**DUA COC**



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



HT READING LIQUORS LLC  
9 CHAUSSE DR  
METHUEN MA 01844-4171

### *Why did I receive this notice?*

The Commissioner of Revenue certifies that, as of the date of this certificate, HT READING LIQUORS LLC 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](https://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



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

Maura Healey  
GOVERNOR  
  
Kim Driscoll  
LT. GOVERNOR



430988968

Lauren E. Jones  
SECRETARY  
  
Katie Dishnica  
DIRECTOR

HT Reading Liquors LLC  
Attn: Tarak Patel  
345 MAIN STREET  
READING, MA 01867

EAN: 22118510  
July 17, 2023

Certificate Id:72445

The Department of Unemployment Assistance certifies that as of 7/17/2023 ,HT Reading Liquors 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.

Katie Dishnica, Director

Department of Unemployment Assistance

# APPLICATION AND FORMS



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 |
| <input type="checkbox"/> Management/Operating Agreement | <input type="checkbox"/> Other <input type="text"/> | (\$12 ONLY, e.g. "club" to "restaurant")        |

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 seeking to transfer the existing Section 15 All Alcoholic Beverages Package Store License from HT Reading Liquors LLC at the same location.

**2. LICENSE CLASSIFICATION INFORMATION**

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
Off-Premises-15	\$15 Package Store	All Alcoholic Beverages	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.

Approximately 5,668 sq. ft. of retail space on one floor.

Total Sq. Footage	<input type="text" value="5,668"/>	Seating Capacity	<input type="text" value="N/A"/>	Occupancy Number	<input type="text" value="TBD"/>
Number of Entrances	<input type="text" value="2"/>	Number of Exits	<input type="text" value="2"/>	Number of Floors	<input type="text" value="1"/>

**APPLICATION FOR A TRANSFER OF LICENSE**

**5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST**

Transferor Entity Name	HT Reading Liquors, LLC	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
Tarak Patel	Member/Manager	33.33%
Sohil Patel	Member	33.3%
Hiram Patel	Member	33.3%

**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
<b>Nilesh Patel</b>			

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
President, Secretary, Director	50%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<b>Divyank Patel</b>			

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Treasurer	50%	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input checked="" type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<b>Yashika Patel</b>			

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Director	0%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	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

**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
			MA Resident
			<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
			MA Resident
			<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
			MA Resident
			<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
Please see attached question 6A.			

**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	



**6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE**

<b>Name</b>	<b>Licensee Name</b>	<b>Address</b>
Divyank Patel	Mahant 385 Inc.	385 Canal St, New York, NY 10013
Divyank Patel	Mahant 342 Inc.	342 Canal St, New York, NY 10013
Divyank Patel	Mahant 342 Inc.	251 5th Ave , New York, NY 10016
Divyank Patel	Mahant 979 Inc.	979 1st Ave, New York, NY 10022
Divyank Patel	Mahant 272 Inc.	272-10 Union Turnpike, New Hyde Park , NY 11040
Divyank Patel	Mahant 33 Inc.	33 Sunrise Highway, Massapequa Park, NY 11758

## 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	<input type="text"/>
B. Purchase Price for Business Assets	\$750,000
C. Other* (Please specify)	<input type="text"/>
D. Total Cost	\$750,000

\*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
N/A	
Total:	N/A

**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.
Divyank Patel	\$750,000	Promissory Note	<input type="radio"/> Yes <input checked="" 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.

Nilkant 350, Inc., is borrowing the principal sum of SEVEN HUNDRED AND FIFTY THOUSAND DOLLARS to purchase the liquor license via a promissory note from Divyank Patel.

**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
		Business Owner	Self Employed	

### 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 style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

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	US Citizen	MA Resident
<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

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	US Citizen	MA Resident
<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

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	US Citizen	MA Resident
<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

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	US Citizen	MA Resident
<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

#### CRIMINAL HISTORY

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

Yes  No

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

### 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**

**Management Agreement Entity Officer/LLC Manager**

Signature:

Signature:

Title:

Title:

Date:

Date:

## APPLICANT'S STATEMENT

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

of   
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:

Date:

Title:



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:  (IF EXISTING LICENSEE)      LICENSEE NAME:       CITY/TOWN:

**APPLICANT INFORMATION**

LAST NAME:       FIRST NAME:       MIDDLE NAME:

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:       HEIGHT:        WEIGHT:       EYE COLOR:

CURRENT ADDRESS:

CITY/TOWN:       STATE:       ZIP:

FORMER ADDRESS:

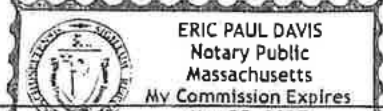
CITY/TOWN:       STATE:       ZIP:

**PRINT AND SIGN**

PRINTED NAME:       APPLICANT/EMPLOYEE SIGNATURE:

**NOTARY INFORMATION**

On this  before me, the undersigned notary public, personally appeared  (name of document signer), proved to me through satisfactory evidence of identification, which were  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.

       NOTARY

**DIVISION USE ONLY**

REQUESTED BY:

*SIGNATURE OF CORI 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) 650-4614.





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: (IF EXISTING LICENSEE)	0009-PK-1016	LICENSEE NAME:	Nilkant 350 Inc.	CITY/TOWN:	Reading
--	--------------	----------------	------------------	------------	---------

**APPLICANT INFORMATION**

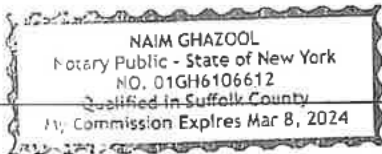
LAST NAME:	Patel	FIRST NAME:	Divyank	MIDDLE NAME:	
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	Kenya		
DATE OF BIRTH:	[REDACTED]	SSN:	[REDACTED]	ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME:	Vilasben Patel	DRIVER'S LICENSE #:	[REDACTED]	STATE LIC. ISSUED:	New York
GENDER:	MALE	HEIGHT:	5 7	WEIGHT:	165
EYE COLOR:	Black				
CURRENT ADDRESS:	[REDACTED]				
CITY/TOWN:	Mineola	STATE:	NY	ZIP:	11501
FORMER ADDRESS:	[REDACTED]				
CITY/TOWN:		STATE:		ZIP:	

**PRINT AND SIGN**

PRINTED NAME:	Divyank Patel	APPLICANT/EMPLOYEE SIGNATURE:	<i>[Signature]</i>
---------------	---------------	-------------------------------	--------------------

**NOTARY INFORMATION**

On this March 21, 2023 before me, the undersigned notary public, personally appeared Divyank Patel  
(name of document signer), proved to me through satisfactory evidence of identification, which were NY Driver 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:	[REDACTED]
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE:	[REDACTED]

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. Certain 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) 660-4614.



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: 0009-PK-1016 LICENSEE NAME: Nilkant 350, Inc. CITY/TOWN: Reading

**APPLICANT INFORMATION**

LAST NAME: Patel FIRST NAME: Yashika MIDDLE NAME:   
 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: Massachusetts   
 GENDER: FEMALE HEIGHT: 5 6 WEIGHT: 160 EYE COLOR: Black   
 CURRENT ADDRESS:   
 CITY/TOWN: Cambridge STATE: MA ZIP: 02139   
 FORMER ADDRESS:   
 CITY/TOWN: Boston STATE: MA ZIP: 02116

**PRINT AND SIGN**

PRINTED NAME: Yashika Patel APPLICANT/EMPLOYEE SIGNATURE: *[Signature]*

**NOTARY INFORMATION**

On this 07/27, 2022 before me, the undersigned notary public, personally appeared Yashika Patel (name of document signer), proved to me through satisfactory evidence of identification, which were MASS 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.

WILLIAM SHAPIRO  
 Notary Public  
 Massachusetts  
 My Commission Expires  
 May 2, 2025

*[Signature]*  
 NOTARY

**DIVISION USE ONLY**

REQUESTED BY: *[Signature]*  
 SIGNATURE OF CORI-AUTHORIZED EMPLOYEE

The DCJ Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identify 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) 650-6614.

# **CORPORATE RESOLUTION**

**CORPORATE VOTE**

The Board of Directors or LLC Managers of  Entity Name  
duly voted to apply to the Licensing Authority of  City/Town and the  
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on  Date of Meeting

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/<br>Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest<br>(LLC Members/ LLP Partners,<br>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                                |

"VOTED: To authorize  Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

"VOTED: To appoint  Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,

*Nilesh Patel*

Corporate Officer /LLC Manager Signature

3/17/2023

(Print Name)

For Corporations ONLY

A true copy attest,

*Nilesh Patel*

Corporation Clerk's Signature

3/17/2023

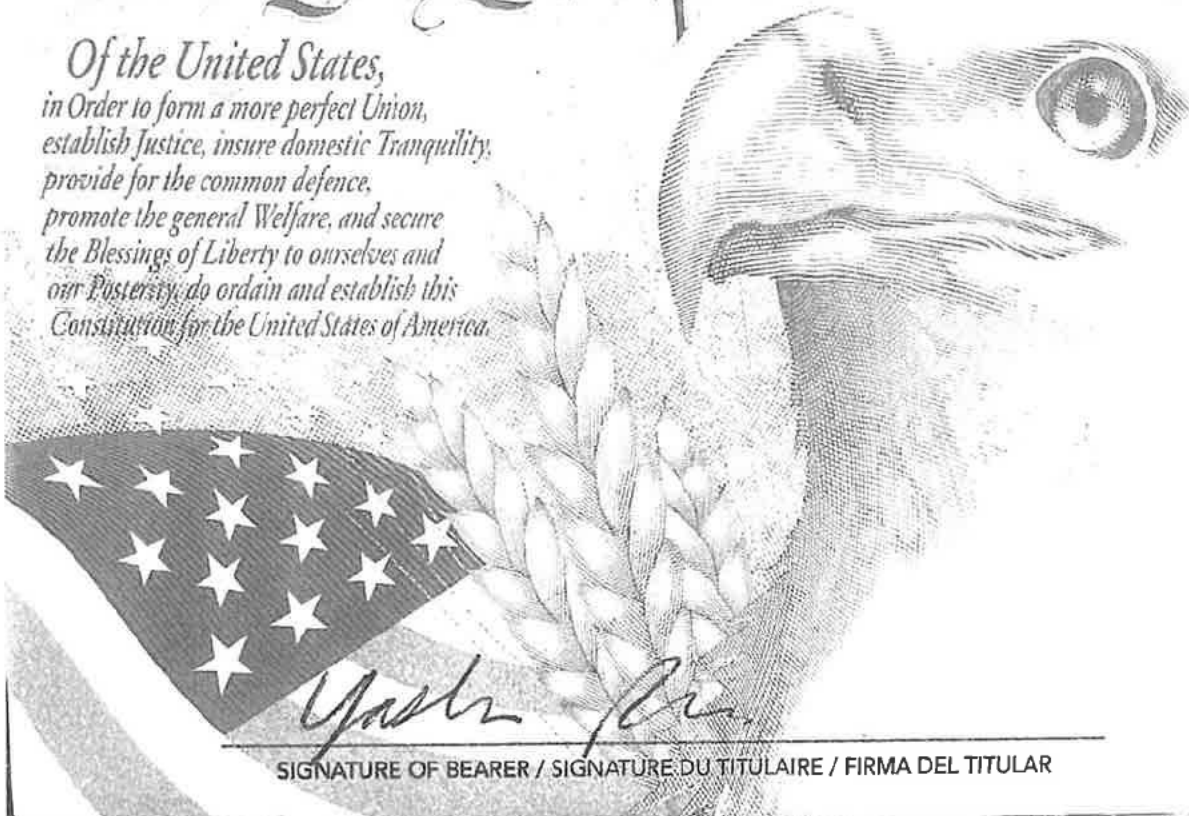
(Print Name)

# **PROOF OF US CITIZENSHIP**



# We the People

*Of the United States,  
in Order to form a more perfect Union,  
establish Justice, insure domestic Tranquility,  
provide for the common defence,  
promote the general Welfare, and secure  
the Blessings of Liberty to ourselves and  
our Posterity, do ordain and establish this  
Constitution for the United States of America.*



*Yashika Patel*

3

SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

PASSPORT  
PASSEPORT  
PASAPORTE

## UNITED STATES OF AMERICA



Type / Type / Tipo: Code / Code / Código: Passport No. / No. du Passeport / No. de Pasaporte

P USA

Surname / Nom / Apellidos

PATEL

Given Names / Prénoms / Nombres

YASHIKA M

Nationality / Nationalité / Nacionalidad

UNITED STATES OF AMERICA

Date of birth / Date de naissance / Fecha de nacimiento

[REDACTED]

Place of birth / Lieu de naissance / Lugar de nacimiento

NEW YORK, U.S.A.

Date of issue / Date de délivrance / Fecha de expedición

09 Mar 2019

Date of expiration / Date d'expiration / Fecha de caducidad

08 Mar 2029

Endorsements / Mentions Spéciales / Añotaciones

SEE PAGE 27

Sex / Sexe / Sexo

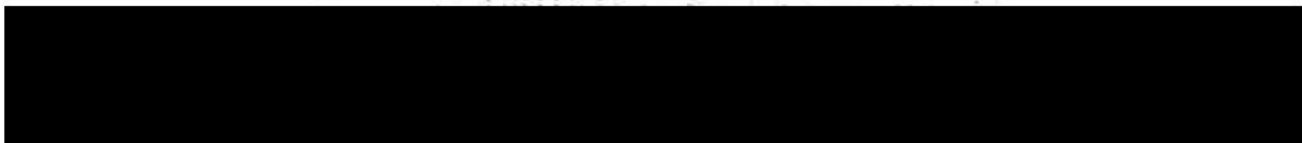
F

Authority / Autorité / Autoridad

United States

Department of State

USA



SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

Patel

PASSEPORT

USA



THE UNITED STATES OF AMERICA

Type/Type Type Code/Code Catégorie Categories

P USA

Sexe/Genre/Sex

M

Given names/Prénoms/Nombres

PATEL  
DIVYANK S

Nationality/Nationalité/Nacionalidad

UNITED STATES OF AMERICA

Place of birth/Lieu de naissance/Lugar de nacimiento

KENYA

Date of issue/Date de délivrance/Fecha de expedición

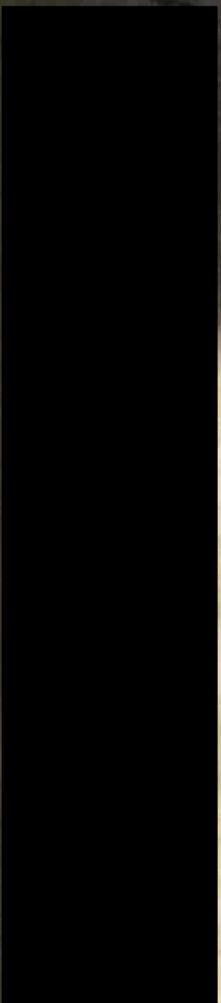
26 MAY 2022

Date of expiration/Date d'expiration/Fecha de caducidad

25 MAY 2032

Authority/Autorité/Autoridad

UNITED STATES DEPARTMENT OF STATE



6<31



# **ARTICLES OF INCORPORATION**

# Secretary of the Commonwealth of Massachusetts

William Francis Galvin

## Business Entity Summary

ID Number: 001638978

[Request certificate](#)

[New search](#)

Summary for: **NILKANT 350 INC.**

<b>The exact name of the Domestic Profit Corporation:</b> NILKANT 350 INC.																	
<b>Entity type:</b> Domestic Profit Corporation																	
<b>Identification Number:</b> 001638978																	
<b>Date of Organization in Massachusetts:</b> 02-22-2023																	
<b>Last date certain:</b>																	
<b>Current Fiscal Month/Day:</b> 12/31																	
<b>The location of the Principal Office:</b>  Address: 91 SIDNEY ST., SUITE 315 City or town, State, Zip code, CAMBRIDGE, MA 02139 USA Country:																	
<b>The name and address of the Registered Agent:</b>  Name: NILESH PATEL Address: 91 SIDNEY ST., SUITE 315 City or town, State, Zip code, CAMBRIDGE, MA 02139 USA Country:																	
<b>The Officers and Directors of the Corporation:</b>																	
<table border="1"><thead><tr><th>Title</th><th>Individual Name</th><th>Address</th></tr></thead><tbody><tr><td>PRESIDENT</td><td>NILESH PATEL</td><td>91 SIDNEY ST., SUITE 315 CAMBRIDGE, MA 02139 USA</td></tr><tr><td>TREASURER</td><td>DIVYANK PATEL</td><td>300 EMORY RD. MINEOLA, NY 11501 USA</td></tr><tr><td>SECRETARY</td><td>NILESH PATEL</td><td>91 SIDNEY ST., SUITE 315 CAMBRIDGE, MA 02139 USA</td></tr><tr><td>DIRECTOR</td><td>YASHIKA PATEL</td><td>91 SIDNEY ST., SUITE 315 CAMBRIDGE, MA 02139 USA</td></tr></tbody></table>	Title	Individual Name	Address	PRESIDENT	NILESH PATEL	91 SIDNEY ST., SUITE 315 CAMBRIDGE, MA 02139 USA	TREASURER	DIVYANK PATEL	300 EMORY RD. MINEOLA, NY 11501 USA	SECRETARY	NILESH PATEL	91 SIDNEY ST., SUITE 315 CAMBRIDGE, MA 02139 USA	DIRECTOR	YASHIKA PATEL	91 SIDNEY ST., SUITE 315 CAMBRIDGE, MA 02139 USA		
Title	Individual Name	Address															
PRESIDENT	NILESH PATEL	91 SIDNEY ST., SUITE 315 CAMBRIDGE, MA 02139 USA															
TREASURER	DIVYANK PATEL	300 EMORY RD. MINEOLA, NY 11501 USA															
SECRETARY	NILESH PATEL	91 SIDNEY ST., SUITE 315 CAMBRIDGE, MA 02139 USA															
DIRECTOR	YASHIKA PATEL	91 SIDNEY ST., SUITE 315 CAMBRIDGE, MA 02139 USA															
<b>Business entity stock is publicly traded:</b> <input type="checkbox"/>																	
<b>The total number of shares and the par value, if any, of each class of stock which this business entity is authorized to issue:</b>																	

Class of Stock	Par value per share	Total Authorized		Total issued and outstanding
		No. of shares	Total par value	No. of shares
CNP	\$ 0.00	1,000	\$ 0.00	0
<input type="checkbox"/> <b>Consent</b> <input type="checkbox"/> <b>Confidential Data</b> <input type="checkbox"/> <b>Merger Allowed</b> <input type="checkbox"/> <b>Manufacturing</b>				
<b>View filings for this business entity:</b>				
<div style="border: 1px solid black; padding: 5px;"> ALL FILINGS  Administrative Dissolution  Annual Report  Application For Revival  Articles of Amendment  Articles of Incorporation </div>				
<a href="#">View filings</a>				
<b>Comments or notes associated with this business entity:</b>				
<div style="border: 1px solid black; width: 95%; height: 95%;"></div>				

[New search](#)

# COPY OF SALES AGREEMENT

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (the "**Agreement**") is made effective this 8<sup>th</sup> day of March, 2023, by and between **HT READING LIQUORS LLC**, a Massachusetts limited liability company ("**Seller**"), and **NILKANT 350 INC.**, a Massachusetts corporation ("**Buyer**;" with Seller, the "**Parties**;" each, a "**Party**").

### RECITAL OF FACTS

WHEREAS, Seller is the operator of a retail liquor store (the "**Store**") located at 345 Main Street, Reading, Massachusetts 01867 (the "**Premises**") operating under the name "Baystate Liquors" and Buyer is purchasing the Store and related business (the "**Business**"), subject to the terms, covenants and agreements hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

#### 1. PURCHASE AND SALE OF ASSETS.

- (a) **Business Assets.** Subject to the terms and conditions of this Agreement, Seller shall sell, convey, assign, transfer and deliver to Buyer, and Buyer shall purchase, accept assignment and acquire from Seller, all of Seller's right, title and interest in and to each and all of the equipment, furniture (including that wine cabinet located to the left after the entrance to the Store), technology, point of sale and other software and technology licenses and all other assets used in the operation of the Store and all goodwill in the Business (collectively, the "**Business Assets**"), except the Excluded Assets (as defined below).
- (b) **Excluded Assets.** Notwithstanding Section 1(a) above, Seller shall retain the following assets which are excluded from this sale (collectively, the "**Excluded Assets**"):
  - i. All of Seller's accounts receivable generated by the Business to the extent accrued and billed out by Seller as of the Closing Date. Those accounts receivable not yet billed to the obligors as of the Closing Date shall not be among the Excluded Assets and instead shall be the property of Buyer following the Closing;
  - ii. All of Seller's business bank accounts and cash on hand as of the Closing; and
  - iii. The personal computer located at the Store, not used in connection with the sales, inventory or other operations at the Store.

#### 2. TITLE/BILL OF SALE.

- (a) At or prior to the Closing, Seller shall deliver to Buyer:

- (i) a Bill of Sale duly executed by Seller conveying good, clear and marketable title to all Business Assets, including the Inventory (the "**Bill of Sale**");
  - (ii) a certificate issued by the Secretary of the Commonwealth of Massachusetts (the "**Secretary**") within 60 days prior to the Closing Date confirming that Seller is a valid Massachusetts limited liability company in good standing with the Secretary;
  - (iii) a Manager's Consent signed by Tarak Patel, in his capacity as the sole Manager of Seller, approving the sale of the Business Assets to Buyer on the terms set forth in the Agreement; and
  - (iv) a corporate tax lien waiver issued by the Massachusetts Department of Revenue issued within 60 days of the Closing Date.
- (b) Except for the obligations accruing after the Closing Date under the contracts and licenses assumed by Buyer, Buyer shall not assume, pay, perform, discharge or otherwise be responsible for, any debts, liabilities, obligations, contracts, loans, leases, commitments or undertakings of Seller, of any type whatsoever, whether fixed, unliquidated, absolute, contingent, or otherwise, and whether due or to become due, known or unknown that have arisen or accrued prior to the Closing Date ("**Seller Retained Liabilities**"). Seller shall retain and pay, discharge and perform any and all Seller Retained Liabilities and shall indemnify and hold harmless Buyer for any liabilities, damages, costs, obligations that Buyer or its affiliates accrue, including reasonable legal fees and expenses, arising from the Seller Retained Liabilities or the efforts of Buyer in addressing the same. The obligations in this Section 2(b) shall survive the Closing.
- (c) Conversely, Seller shall not assume, pay, perform, discharge or otherwise be responsible for any debts, liabilities, obligations, contracts, loans, leases, commitments or undertakings of Buyer, of any type whatsoever, whether fixed, unliquidated, absolute, contingent, or otherwise, and whether due or to become due, known or unknown arising after the Closing Date ("**Post-Closing Liabilities**"). Buyer shall retain and pay, discharge and perform any and all Post-Closing Liabilities and shall indemnify and hold harmless Seller for any liabilities, damages, costs, obligations that Seller or its affiliates accrue, including reasonable legal fees and expenses, arising from the Post-Closing Liabilities or the efforts of Seller in addressing the same. The obligations in this Section 2(c) shall survive the Closing.

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3. CASH PURCHASE PRICE FOR BUSINESS ASSETS.

(a) Cash Purchase Price. The agreed cash purchase price for the Business Assets is Seven Hundred Fifty Thousand Dollars (\$750,000.00) (the "Cash Purchase Price"), of which:

\$ 25,000.00 shall be held by Buyer's counsel identified in Section 19 hereof in such firm's IOLTA Client Funds Account as a good faith deposit (the "Deposit")

\$687,500.00 is to be paid by Buyer to Seller at Closing (with \$37,500.00 of this sum being paid to Ajay Thakker, Buyer's agent)

**\$750,000.00 Total**

(b) Allocation of Purchase Price. The Cash Purchase Price shall be allocated among the Business Assets as follows: **Class V: \$45,000 (tangible assets); Class VII: \$705,000 (good will)** (the "Allocations"). Seller and Buyer agree to be bound by the Allocations and to complete and attach Internal Revenue Form 8594 to their respective federal income tax returns to reflect the Allocations in accordance with Section 1060 of the Internal Revenue Code of 1986, as amended (the "Code"). Buyer shall file all tax returns (including amended tax returns and claims for refunds) in a manner consistent with this Section 3(b) and shall not take any position inconsistent with the Allocations unless required to do so in accordance with a "determination" as defined in Section 1313(a)(i) of the Code or as otherwise required by Law; provided, however, that the tax basis in the Business Assets may exceed the total amount allocated in order to reflect Buyer's capitalized transaction costs not included in the Cash Purchase Price included in amount realized, and Seller's amount realized may be less than the total amount allocated in order to reflect Seller's transaction costs.

(c) Closing Costs. Closing and other costs shall be paid as follows:

(i) Seller shall pay for any and all fees, charges and/or expenses relating to the release or discharge of any liens, or any other title clearance documents, if any, pertaining to the Business Assets, including the cost of fees relating to corporate or other certificates issued by the Secretary of the Commonwealth of Massachusetts, secretary or clerk certificates, corporate votes, manager's certificates, and certificates of good standing or the like with respect to the Business Assets.

(ii) Buyer shall pay for any and all fees, charges and/or expenses relating to the transactional documents required, if any, and any and all fees, charges and/or expenses relating to obtaining of trustee certificates, secretary or clerk certificates, corporate votes, manager's certificate, and certificates of

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good standing or the like with respect to any and all Buyer entities to the extent required.

- (iii) Buyer and Seller shall each be responsible for its own attorneys' fees and costs and consultants' fees and costs.

All other Closing costs shall be paid by the Party incurring such costs.

#### 4. PRORATIONS AND ADJUSTMENTS

- (a) The following adjustments and prorations in respect of the Business Assets shall be computed or estimated as of the Closing Date: (i) water, electric, telephone and all other utility and fuel charge, (ii) base rent and other payments due under the Store Lease; (iii) assignable license and permit fees to the extent assumed by Buyer, and (iv) vendor invoices. Within two (2) business days prior to the Closing Date, Seller will deliver to Buyer an accounting of amounts to be adjusted and prorated for such purpose, which accounting shall be subject to Buyer's review. In the event that any such items cannot be computed and prorated as of the Closing Date, the Parties shall agree in writing on good-faith estimates.
- (b) Following the Closing, all estimates used, or errors made, in the adjustments or prorations made at the Closing in respect of the Business Assets shall be as computed as of the Closing Date, and the Parties shall "true-up" any estimates or errors through good faith efforts to effect an appropriate adjustment and/or proration as soon as reasonably practicable and in any event within sixty (60) days following the Closing Date.

#### 5. INVENTORY AND INVENTORY PURCHASE PRICE.

- (a) In conjunction with the sale of the Business, including the transfer of tenant rights and obligations under that Lease Agreement dated March 31, 2008 (as amended, the "Store Lease") by and between Seller (as successor to Busa's Reading Liquors, Inc.) and Linear Retail Reading #1 LLC, a Massachusetts limited liability company (as lessor) (the "Landlord") with regard to retail location in which the Store is located, and in addition to the above referenced Cash Purchase Price, Buyer shall purchase all inventory of Seller in existence on the last day of business prior to the Closing (the "Inventory") for a purchase price (the "Inventory Purchase Price") equal to the (a) aggregate then sales price of such Inventory, less (b) twenty-five (25%) percent of such aggregate then sales price of such Inventory, less (c) the aggregate required deposits on such Inventory. A third party to be selected by Buyer and Seller shall take a physical inventory of the Inventory on the last day on which the Store is open for business prior to the Closing Date, and no Inventory shall be transferred to or from the Store upon completion of the Inventory process, unless otherwise agreed by Buyer and Seller prior to taking such Inventory.

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- (b) At the Closing, Buyer shall (i) pay One Hundred Thousand Dollars (\$100,000.00) towards the Inventory Purchase Price to Seller, and (ii) execute and deliver to Seller a promissory note in the principal amount equal to the remainder of the Inventory Purchase Price (i.e. Inventory Purchase Price *minus* \$100,000.00), in the form attached as Exhibit A hereto (the “Note”). The principal amount of the Note shall accrue interest at a fixed rate per annum equal to five percent (5.0%), with payment of principal, plus accrued interest, payable in two equal installments on the three-month and six-month anniversary of the Closing Date. The maturity date of the Note shall be six (6) months from the Closing Date. A Five Thousand Dollar (\$5,000.000) fee shall be added to the principal amount of the Note in the event that any of the two installment payments are not paid by Seller within ten (10) days following the due dates specified in the Note, without the need for notice of non-payment from Seller.

The Note shall be an unsecured obligation of Buyer to Seller but shall be guaranteed by personal guaranties of Nilesh Patel and Divyank Patel to be executed with the Note at the Closing, in substantially the form attached hereto as Exhibit B.

6. TRANSFER OF LICENSES AND STORE LEASE.

- a. Licenses. At or prior to the Closing, Seller shall convey to Buyer any and all then existing licenses and permits to operate the Business (the “Licenses”), including the liquor license issued on December 6, 2022 (the “Liquor License”), provided that the transfer of the Liquor License from Seller to Buyer is approved by both the Town of Reading, Massachusetts, the Massachusetts Alcohol Beverage Control Commission (the “ABCC”), and all other governmental or quasi-governmental bodies having jurisdiction. Buyer shall, within ten (10) days of the date hereof, apply for (i) transfer of the Liquor License, and (ii) a license from the City of Reading to sell retail tobacco, cigarettes, vape products, and related accessories at the Premises as part of the Business (the “Tobacco License”). Buyer shall use its commercially reasonable efforts to obtain (i) all Town, ABCC and other approvals needed for the transfer of the Liquor License, and (ii) the Tobacco License. Buyer shall pay all required fees, costs and expenses associated with the transfer of all Licenses referenced herein and of obtaining the Tobacco License. Buyer and Seller shall cooperate fully with each other in connection with such transfer. If transfer of the Liquor License to Buyer shall not be approved on or prior to **September 22, 2023**, without the mutual agreement of Buyer and Seller, then either Buyer or Seller shall have the right to terminate this Agreement pursuant to Section 17 and the Deposit shall be refunded by Seller’s counsel within four (4) calendar days of the notice of termination..
- b. Store Lease. From and after the date hereof, Seller shall cooperate with Buyer’s efforts to enter into an amendment to the Store Lease (the “Amended Lease”) with the Landlord that has the effect of (i) assigning and transferring from Seller to Buyer all of the tenant rights and obligations under the Store Lease, (ii) providing package store exclusivity to Buyer in the shopping plaza that includes the Premises,

(iii) allowing for the sale of tobacco products at the Store, (iv) adding a further option term to the Amended Lease in consideration for the Buyer's exercise of the next following option to extend the Lease; and (v) limiting to Nilesh Patel and Divyank Patel the personal guarantees of the Store Lease that Buyer is required to deliver. Buyer covenants and agrees to (i) use commercially reasonable efforts to negotiate and finalize the Amended Lease with the Landlord, and (ii) not to request changes to the Store Lease other than as described in the preceding sentence of this Section 6(b). Buyer shall be responsible for costs and fees in connection with the negotiation and finalization of the Amended Lease.

7. **CONDITION OF PERSONAL PROPERTY AT CLOSING.** At the Closing, Seller shall deliver to Buyer the Business Assets free and clear of all liens and encumbrances (other than those to be terminated at Closing with proceeds from the Cash Purchase Price) and in the same condition as they are at the date hereof, less reasonable wear and tear excepted.
8. **INSURANCE OF BUSINESS ASSETS.** Until the Closing Date, Seller shall maintain insurance on the Business Assets and on the Store to the extent and to the limits required under the Store Lease similar to the insurance held as of the date hereof.
9. **REPRESENTATIONS.**

a. Seller represents to Buyer that:

1. **Authority.** Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts. Seller has full limited liability company power and authority to enter into this Agreement and the documents to be delivered hereunder, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance by Seller of this Agreement and the documents to be delivered hereunder and the consummation of the transactions contemplated hereby have been duly authorized by all requisite limited liability company action on the part of Seller. This Agreement and the documents to be delivered hereunder have been duly executed and delivered by Seller, and (assuming due authorization, execution and delivery by Buyer) this Agreement and the documents to be delivered hereunder constitute legal, valid and binding obligations of Seller, enforceable against Seller in accordance with their respective terms, except where enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or other law relating to or limiting creditors' rights generally or by general principles of equity, regardless of whether such enforceability is considered in a proceeding at law or in equity.
2. **Conflicts.** The execution, delivery and performance by Seller of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not: (a) violate or conflict

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with the certificate of organization, operating agreement or other organizational documents of Seller; (b) to Seller's knowledge, violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Seller or the Business Assets; (c) except as would not have a material adverse effect, conflict with, or result in (with or without notice or lapse of time or both) any violation of, or default under, or give rise to a right of termination or acceleration of any obligation or loss of any benefit under any contract or other instrument to which Seller is a party or to which any of the Business Assets are subject.

3. Title to Business Assets. Seller owns and has good title to the Business Assets and the tenant rights and obligations under the Store Lease, free and clear of encumbrances, except those to be terminated at Closing with proceeds from the Cash Purchase Price;
4. No Undisclosed Contracts. Except for the Store Lease, at the Closing Date, there will be no outstanding service contracts, construction contracts, maintenance contracts, leasing commission contracts, employment contracts, management contracts or any other contract made by Seller that shall be binding upon Buyer with respect to the Business Assets (unless otherwise agreed to in writing by Buyer), and Seller shall cause to be discharged all mechanics or materialmen's liens arising from any labor or materials furnished to the Store premises at the request of Seller prior to the Closing
5. Default. To Seller's knowledge, neither Seller, nor any other party affiliated with Seller, is/are in default or breach under any contract, License, Store Lease, permit or other agreement (the "Seller Contracts and Licenses") to be transferred to Buyer pursuant to this Agreement and Seller has not received any notice of any asserted or threatened default by Seller or any other party under any Seller Contracts and Licenses;
6. Violation of Laws. Seller has not received any notice from any public authority stating that a condition exists which violates municipal, state or federal law or regulation regarding the Store and/or the Business Assets;
7. Litigation. Seller has not received any notice of litigation or claims pending against or relating to Seller, the Business Assets or the Store.
8. Broker. 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 based upon arrangements made by or on behalf of Seller.
9. Seller Financial Information. All financial information about the Business Assets and the Business heretofore or hereafter furnished by Seller to Buyer, which is limited to tax returns and sales reports, is and shall be true, complete

and correct as of the date therein specified, as maintained by Seller in the ordinary course of business and have and shall present fairly the financial condition of the Business.

For purposes hereof, "Seller's knowledge" shall mean the actual knowledge of any of the Managers, other officers or equity holder of Seller.

b. Buyer represents to Seller that:

1. Authority. Buyer has full power and authority to enter into this Agreement and the documents to be delivered hereunder, to carry out its obligations hereunder and to consummate the transactions contemplated hereby. This Agreement and the documents to be delivered hereunder have been duly executed and delivered by Buyer, and (assuming due authorization, execution and delivery by Seller) this Agreement and the documents to be delivered hereunder constitute legal, valid and binding obligations of Buyer, enforceable against Seller in accordance with their respective terms, except where enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent transfer or other law relating to or limiting creditors' rights generally or by general principles of equity, regardless of whether such enforceability is considered in a proceeding at law or in equity.
2. Conflicts. The execution, delivery and performance by Buyer of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not: (a) violate or conflict with the certificate of organization, operating agreement or other organizational documents of Buyer; (b) to Buyer's knowledge, violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Buyer; (b) conflict with, or result in (with or without notice or lapse of time or both) any violation of, or default under, or give rise to a right of termination or acceleration of any obligation or loss of any benefit under any contract or other instrument to which Buyer is a party.
3. No Litigation. Buyer has not received any notice of litigation or claims pending against or relating to Buyer.
4. Broker. 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 based upon arrangements made by or on behalf of Buyer, other than Ajay Thakkar, listing broker for Buyer, who shall be paid a commission pursuant to Section 3(a) of this Agreement.
5. Sufficiency of Funds. Buyer has sufficient cash on hand or other sources of immediately available funds to enable it to make payment of the Cash Purchase Price and the Inventory Purchase Price and to consummate the transactions contemplated by this Agreement.

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- 6. Solvency. 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 contingent 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.
  
- 7. Independent Investigation. Buyer has conducted its own independent investigation, review and analysis of the business being purchased, the Business Assets and the Store, 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 Section 7(a) of this Agreement; (b) neither Seller nor any other person has made any representation or warranty as to Seller, the Business, the Business Assets, the Store or this Agreement, except as expressly set forth in this Agreement and (c) except as otherwise expressly set forth in this Agreement, Buyer agrees to purchase the Business, the Store and the Business Assets "as is".
  
- 8. Financial Statements. All of the financial information provided to Seller by Buyer as of this date is true, accurate and complete and fairly presents the financial condition of Buyer as of this date.

For purposes hereof, "Buyer's knowledge" shall mean the actual knowledge of any officer, director or equity holder of Buyer.

- 10. PAYMENT OF TAXES AND VENDORS. Any outstanding taxes for the Store as of the Closing Date shall be paid at Closing and Seller shall indemnify Buyer from all claims relating to non-payment of such outstanding taxes.
  
- 11. [Intentionally Omitted]
  
- 12. CONDITIONS PRECEDENT. This Agreement is made subject to and conditioned upon the following:
  - (a) Seller's Conditions Precedent. The obligations of Seller to consummate this Agreement and the transactions contemplated hereby are subject to the fulfillment, at or before the Closing, of the following conditions precedent:

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- (i) Buyer's payment of the remainder of the Cash Purchase Price (as calculated pursuant to Section 3(a)) in good funds to Seller.
- (ii) Execution and delivery to Seller of the Note, the Guaranties and such other documents as Seller shall reasonably require in connection with the Inventory Purchase Price, including guarantees signed by Nilesh Patel and Divyank Patel.
- (iii) Buyer's financial information has previously been approved by Seller in its discretion.
- (iv) After approval of such financial information, there has occurred no material adverse change in the financial condition of Buyer since the date of such financial information. Buyer also agrees to provide to Seller notice of any material adverse change in the financial condition of Buyer within five (5) business days of such change.
- (v) The representations and warranties of Buyer contained in Section 9(b) hereof shall be true and correct in all material respects at the Closing.
- (vi) Buyer shall have complied with all of its obligations under this Agreement to be performed on or prior to the Closing Date.
- (vii) Seller and Seller's guarantors are released from all liabilities regarding the Store Lease by the Landlord and Seller's security deposit in the amount of \$70,637.00 with respect to the Store Lease is returned to Seller.

(b) **Buyer's Conditions Precedent.** The obligations of Buyer to consummate this Agreement and the transactions contemplated hereby are subject to the fulfillment, at or before the Closing, of the following conditions precedent:

- (i) Delivery of the documents set forth in Section 2(a) and Section 6(b).
- (ii) Buyer shall have obtained the Liquor License and the Tobacco License, as set forth in Section 6(a).
- (iii) The representations and warranties of Seller contained in Section 9(a) hereof shall be true and correct in all material respects at the Closing.
- (iv) Seller shall have performed all of its obligations under this Agreement to be performed on or prior to the Closing Date.

13. **CLOSING.** Subject to the satisfaction of the conditions set forth in this Agreement (or the waiver thereof by the Party entitled to waive any such condition) the closing of the transactions contemplated by this Agreement (the "**Closing**") will take place as promptly as possible after the satisfaction or waiver of each condition to closing set forth in Section 12, ), unless another time or date, or both, is agreed to in writing by the Parties.

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The Closing shall take place through the execution and exchange, via .pdf copies of originally signed documents, of the documents and agreements contemplated herein and shall be effective as of 12:01 a.m. Eastern Time on the Closing Date. The date on which the Closing will occur is referred to in this Agreement as the "**Closing Date.**"

14. **INDEMNIFICATION.**

- (a) The representations, warranties, covenants and agreements of Buyer and Seller in this Agreement shall survive the Closing until the twelve (12)-month anniversary of the Closing Date.
- (b) Buyer hereby agrees to hold Seller, and its affiliates, equity holders, officers, managers, employees, agents, representatives, successors and permitted assigns (each a, "**Seller Indemnified Party**", and collectively, the "**Seller Indemnified Parties**") harmless and indemnified from any and all loss, costs (including reasonable attorney's fees), damages, claims, demands and the like of any kind and nature ("**Losses**") incurred by any such Seller Indemnified Party and arising out of or in connection with (i) any breach of, or inaccuracy in, any representation or warranty of Buyer under this Agreement; and (ii) any nonfulfillment or breach of any covenant, agreement or other provision by Buyer under this Agreement.
- (c) From and after the Closing, Seller hereby agrees to hold Buyer, and its affiliates, equity holders, officers, managers, employees, agents, representatives, successors and permitted assigns (each a, "**Buyer Indemnified Party**", and collectively, the "**Buyer Indemnified Parties**") harmless and indemnified from any and all Losses incurred by any such Buyer Indemnified Parties and arising out of or in connection with (i) any breach of, or inaccuracy in, any representation or warranty of Seller under this Agreement; and (ii) any nonfulfillment or breach of any covenant, agreement or other provision by Seller under this Agreement.
- (d) Except in the case of fraud, Seller shall not be required to indemnify any Buyer Indemnified Party under Section 12(c): (i) until the aggregate amount of all Losses for which all Buyer Indemnified Parties would, but for this Section 12(d), be entitled to indemnification under Section 12(c) exceeds Ten Thousand Dollars (\$10,000.00) (the "**Deductible**"), after which Seller will be liable from all of such Losses in excess of the Deductible, and (ii) for Losses in excess for Two Hundred Fifty Thousand Dollars (\$250,000.00) (the "**Cap**"). For avoidance of doubt, the Cap shall not apply to Losses incurred by Buyer in connection with any Seller Retained Liabilities.
- (e) No Buyer Indemnified Party or Seller Indemnified Party shall be entitled under this Agreement to multiple recovery for the same Losses.
- (f) Each Buyer Indemnified Party and Seller Indemnified Party shall use commercially reasonable efforts to mitigate its Losses upon and after becoming aware of any event or condition that would reasonably be expected to give rise to any Losses that may be indemnifiable hereunder.

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- (g) The recovery by a Buyer Indemnified Party pursuant to this Section 12 shall be net of any reimbursement actually received by such Buyer Indemnified Party from any insurance carrier in connection with the Losses that form the basis of such Buyer Indemnified Party's claim for indemnification hereunder during the twelve (12)-month period following the incurrence of the applicable Loss by such Buyer Indemnified Party. Each Buyer Indemnified Party shall use its commercially reasonable efforts to recover under insurance policies for any Losses prior to seeking indemnification under this Agreement.
- (h) Notwithstanding any other provision of this Section 12, Seller shall not be liable to Buyer or any Buyer Indemnified Party for any Losses resulting from any inaccuracy of any representation or breach of any warranty if Buyer or any other Buyer Indemnified Party had knowledge of such inaccuracy or breach, or if the information relating thereto was available to Buyer or any other Buyer Indemnified Party as part of the due diligence materials provided to Buyer, any Buyer Indemnified Party or any of their respective representatives.
- (i) As used in his Agreement, "**Losses**" shall exclude any and all punitive or exemplary damages, any indirect, consequential or special damages, lost profits, diminution of value or any form of damages that are beyond the actual damages suffered or incurred by a Buyer Indemnified Party.
- (j) Except for: (a) any equitable remedies which the Parties may pursue; (b) actions based on fraud; (c) enforcement actions of any kind or nature regarding the terms and provisions of Section 2(b) and 2(c) and this Section 14; and (d) payment of the Deposit pursuant to Section 17(b), the indemnification under this Section 14 shall be the Parties' sole and exclusive remedy, each against the other, with respect to matters arising under this Agreement.
15. **CONFIDENTIALITY.** Except to the extent that said information must be disclosed, as contemplated herein, the information set forth herein is intended to be private and confidential between the Parties hereto and is not to be disclosed to third parties without the consent of each such entities; provided, however, that it may be disclosed to legal counsel, banks, probate courts, and other consultants to and contractors or said persons entities. The provisions of this Section shall survive the Closing and/or termination of this Agreement for any reason.
16. **ACCESS.** Seller agrees that Buyer and Buyer's agents may enter the Store at reasonable times during the term hereof for the purposes of inspecting, measuring and appraising, all upon reasonable advance notice to Seller and in the presence of Seller's representatives. Buyer shall not interfere with the business operations of the Store and shall indemnify Seller for all damages caused by Buyer and/or Buyer's agents. The indemnification provisions of this Section shall survive the Closing and/or the termination of this Agreement for any reason.

17. **TERMINATION; DEPOSIT.**

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21. **NO ORAL AGREEMENTS.** This agreement represents the final agreement between the Parties with respect to the transaction contemplated herein, supersedes any and prior discussions and agreements (written or oral) between Seller and Buyer with respect to the transaction contemplated herein and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the Parties.
22. **CLOSING COSTS.** Buyer and Seller shall each bear their respective closing costs, legal fees and other expenses respectively incurred in this transaction. All costs of transferring the Business Assets and Inventory in accordance with this Agreement, including transfer and documentary taxes and fees, and any excise, sales or use taxes, shall be paid by Buyer when due.
23. **GOVERNING LAW.** This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the Commonwealth of Massachusetts. The Parties hereby irrevocably and unconditionally agree that the state and/or federal courts sitting in Boston, Massachusetts shall have exclusive jurisdiction over the Parties hereto with respect to any and all disputes or controversies between them arising under or in connection with this Agreement and, by execution and delivery of this Agreement, each of the Parties hereto submits to the exclusive jurisdiction of those courts, including, but not limited to, the in personam and subject matter jurisdiction of those courts, waives any objection to such jurisdiction on the grounds of venue or forum non conveniens, the absence of in personam jurisdiction or subject matter jurisdiction and any similar grounds, consents to service of process by mail (in accordance with the notice provisions of this Agreement) or any other manner provided by law, and irrevocably agrees not to initiate proceedings in any other courts and agrees to be bound by any final, non-appealable judgment rendered by the state or federal courts in Boston, Massachusetts in connection with this Agreement
24. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. The signature of any Party transmitted by facsimile or electronic mail (including, without limitation, electronic mailing of a so-called portable document format or "pdf" of a scanned counterpart) shall be treated as and deemed to be an original signature for all purposes, and will have the same binding effect as if such Party's signature had appeared on an original signed counterpart of this Agreement delivered in person.
25. **EXHIBITS AND SCHEDULES.** Each exhibit referred to in this Agreement is attached hereto and each such exhibit and schedule is hereby incorporated by reference and made a part hereof as if fully set forth herein. Consistent with the foregoing, this Agreement consists of the following:

**EXHIBIT A: PROMISSORY NOTE**  
**EXHIBIT B: FORMS OF GUARANTY**

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above under seal.


**SELLER:**

**HT READING LIQUORS LLC**

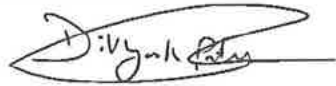
By:   
Name: Tarak Patel  
Title: Sole Manager, duly-authorized

**BUYER:**

**NILKANT 345 INC.**

By:   
Name: Nilesh Patel  
Title: President and Sole Director, duly-authorized

**NILKANT 345 INC.**

By:   
Name: Divyank Patel  
Title: Treasurer, duly-authorized

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EXHIBIT A – PROMISSORY NOTE

See attached.

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16  
Buyer's Initials

NP / DP  
Buyer's Initials

EXHIBIT B – GUARANTEES

See attached.

VP  
Seller's Initials

17  
Buyer's Initials

NP / DP  
Buyer's Initials

# **SOURCE OF FUNDS**

## PROMISSORY NOTE

\$750,000.00

BOSTON, MASSACHUSETTS

July 18, 2023

FOR VALUE RECEIVED, the undersigned Nilkant 350 Inc., a Massachusetts corporation with the address of 345 MAIN STREET, READING, MA 01867 (hereafter, the "Maker"), promises to pay to Divyank Patel, a Individual with an address of 300 Emory Rd, Mineola NY 11501 (the "Payee"), together with any successors or assigns, the principal sum of SEVEN HUNDRED AND FIFTY THOUSAND DOLLARS and no/00 (\$750,000.00).

The principal sum shall bear the interest of 3 PERCENT (3%), beginning to accrue September 1, 2023, and said interest shall be due and payable in full on the first of each month thereafter for a period of Ten (10) years, end on September 1, 2033 (the "Maturity Date"). The Maker may prepay this note in whole or in part at any time without paying a pre-payment penalty.

All payments and prepayments of principal and all payments of other amounts payable hereunder shall be made by the Maker to Payee, or other such place as Payee may from time to time specify in writing, in immediately available United States Dollars [Lawful Currency of the United States of America], on the due date thereof, WITHOUT COUNTERCLAIM OR SET OFF AND FREE AND CLEAR OF, AND WITHOUT ANY DEDUCTION FOR, ANY TAXES OR OTHER PAYMENTS.

Should any installment due hereunder not be timely paid the entire unpaid principal balance shall be due and payable at once, unless Maker shall thereafter pay said installment within thirty (30) days.

In addition to the nonpayment of principal when due, default shall also have occurred if the Maker of this note:

- (a) applies for the appointment of a receiver, trustee, or custodian of any of its assets,
- (b) files a petition under any section of the bankruptcy code or similar law regulation,
- (c) makes an assignment for the benefit of creditors,
- (d) is the subject of a petition under any section of the bankruptcy code or similar law or regulation which is filed against the borrower, or if any case or proceeding is filed for its dissolution or liquidation,
- (e) becomes insolvent or fails to pay its debts as they mature,
- (f) is dissolved or is partially or wholly liquidated,

If an event of default shall occur and such default is not cured within 30 days, then and at any time thereafter during the continuance of such event of default, the unpaid principal balance at

Payees sole option become due and payable. All rights and remedies of the Payee are cumulative and in addition to any rights or remedies provided by law or any other agreement, and may be exercised separately or concurrently.

No delay or omission by the Payee to execute any right upon the happening of any event of default shall impair any such right or shall be construed to be a waiver of any such default or any acquiescence therein. No waiver of any default herein shall affect any later default in impair any right of the Payee. No single, partial or full exercise of any right of the Payee shall preclude other or further exercises thereof.

Demand or payment, presentment for payment, notice of dishonor, protest, notice of protest, and notice of nonpayment are hereby expressly and severally waived by each and every party signing this note.

This note is intended to take effect as a sealed instrument and shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, without regard to its conflict of laws rules. The place of venue for any legal or equitable cause of action which involves this note, shall be Suffolk County, Massachusetts.

If any provision of this note shall be invalid, illegal, or unenforceable, such provision shall be severable from the remainder of this note and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Any notice or communication to the maker is duly given if in writing and delivered in person, telecopied or mailed by first class mail to the Maker's address shown above.



IN WITNESS WHEREOF, the authorized agent of NILKANT 350, INC. has caused this note to be executed as of the day and year first above written.

THE MAKER:  
NILKANT 350, INC.

Witness

BY\_  
Name:  
Title:

# **LEASE AGREEMENT**

**INDENTURE OF LEASE**

THIS INDENTURE OF LEASE is made this \_\_\_\_ day of March, 2008 (the "Effective Date"), by and between **LINEAR RETAIL READING #1, LLC**, a Massachusetts limited liability company, located at Five Burlington Woods Drive, Burlington, MA 01803 (hereinafter called "Landlord") and **BUSA'S READING LIQUORS, INC.**, having its office for the transaction of business at 133 Massachusetts Avenue, Lexington, MA 02420 (hereinafter called "Tenant").

**WITNESSETH:**

**ARTICLE I**  
**DESCRIPTION OF PREMISES**

Landlord, in consideration of the rent to be paid and the covenants and agreements to be performed by Tenant, does hereby lease unto Tenant, and Tenant does hereby lease and take from Landlord, a leasehold interest in those certain premises, containing approximately 5,668 square feet of floor area (hereinafter referred to as the "Demised Premises"), being situated in the shopping center owned by Landlord located at 345 Main Street in Reading, Massachusetts known as the Reading Plaza (the "Shopping Center" or the "Property"), said Demised Premises being specifically shown as the area crosshatched on the plan attached hereto and incorporated herein as Exhibit A. The use and occupancy by Tenant of the Demised Premises shall include the use, in common with others entitled thereto, of the parking facilities within the Shopping Center designated by the Landlord, on an unassigned and unreserved basis, for the accommodation and parking of automobiles of Tenant's customers while shopping in the Shopping Center, and other common areas and facilities of the Shopping Center, all as hereinafter provided. The employees of the Tenant shall park their vehicles only within those portions of the parking area as may be designated from time to time by Landlord. Landlord reserves the right from time to time, and at Landlord's sole discretion, to alter, reduce or redesign the parking area, or the ingress or egress of the parking area; provided, however, that Landlord shall not in the exercise of such rights unreasonably interfere with Tenant's use of the Demised Premises.

The Demised Premises are let and taken subject, however, to the following:

- (a) any state of facts an accurate survey or inspection of the Shopping Center may show;
- (b) present and future building codes and restrictions and regulations, zoning laws, and all laws, ordinances, regulations and orders of governmental authorities;

- (c) rights, if any, of others and Landlord relating to water, gas, electric and other utility lines, wire, poles, pipes and conduits and the maintenance thereof;
- (d) rights, if any, of the public in and to any streets or other ways, or portions thereof, included in the Demised Premises; and
- (e) The existing state of title of the Demised Premises as of the date hereof.

**ARTICLE II**  
**TERM OF LEASE; CONDITIONS OF PREMISES**

Section 2.1. Terms of Lease. The term of this Lease (the "Original Term") shall commence on the Effective Date (the "Commencement Date") and shall terminate on September 30, 2015.

Section 2.2. Commencement Date. It is agreed and understood that Basic Rent (as defined in Section 3.1, Article III) under this Lease shall commence on the Commencement Date. Upon request of either party, the parties shall execute promptly a Commencement Agreement setting forth the Commencement Date.

Section 2.3. Condition of Premises. Subject to Sections 2.4 and 2.5 below, the Demised Premises are leased in their "as is" condition. Tenant acknowledges that Landlord has made no warranties or representations as to the condition thereof or the suitability of the Demised Premises for Tenant's use. Tenant represents and warrants that Tenant has made its own inspection of and inquiry regarding the condition of the Demised Premises. Landlord agrees that, subject to provisions of Section 7.3 of Article VII hereof, Tenant shall have the right, at Tenant's sole risk and expense, to make such alterations, renovations or improvements to the Demised Premises as Tenant from time to time deems expedient or necessary.

Section 2.4. Landlord's Construction. Landlord hereby covenants and agrees with Tenant to perform work within and surrounding the Demised Premises and subject property (hereinafter defined as "Landlord's Work") in a workmanlike manner in the time frame proposed and at their sole cost and expense in conformity with all laws, rules, regulations and requirements of governmental authorities having jurisdiction and substantially in accordance with Exhibit B attached hereto and incorporated herein.

Section 2.5. Tenant's Construction. All work which is not to be performed by Landlord shall be performed by Tenant (hereinafter defined as "Tenant's Work"), and shall be subject to the prior written approval of Landlord. Tenant shall do and perform, at its expense

and to Landlord's satisfaction, all Tenant's Work diligently and promptly in accordance with Exhibit C attached hereto and incorporated herein.

Tenant's Work and construction, installation, and operation of all of Tenant's trade fixtures and equipment shall be performed, constructed, installed and operated in accordance and in full compliance with all applicable governmental requirements, including without limitation all applicable laws, statutes, codes ordinances and governmental rules, regulations and orders, as well as reasonable and non-discriminatory rules and regulations established by Landlord. Tenant's Work shall be performed without interference and disruption to Landlord or other tenants.

At all times prior to the Commencement Date, Tenant shall be governed by and subject to all the provisions, covenants and conditions of this Lease other than those requiring the payment of rent and other charges, except utility charges, which shall be paid by Tenant.

Any general contractor to be used by Tenant to perform Tenant's Work must first be approved in writing by Landlord, prior to the commencement of Tenant's Work. Such approval shall be in Landlord's discretion based on the proposed contractor's reputation and workmanship, but no such approval shall relieve Tenant of any of its other obligations hereunder or impose any liability upon Landlord. All contractors performing Tenant's work must first provide a certificate of liability insurance covering the Landlord prior to beginning Tenant's work.

If, for whatever reason, any mechanic's or other lien shall be filed against the Demised Premises or the Shopping Center, purporting to be for labor or materials furnished or to be furnished at the request of Tenant, then Tenant shall, at its expense, cause such lien to be discharged of record by payment, bond or otherwise as allowed by law, within thirty (30) days after the filing thereof. If Tenant shall fail to cause such lien to be discharged of record within such thirty (30) day period, Landlord, in addition to any other rights and remedies, may, but shall not be obligated to, cause such lien to be discharged by payment, bond or otherwise, without investigation as to the validity thereof or as to any offsets or defenses thereto, and Tenant shall, upon written demand, promptly within thirty (30) days reimburse Landlord for all amounts paid and costs incurred, including reasonable attorney's fees and interest thereon at the maximum legal rate from the respective dates of Landlord's payment in having such lien discharged of record and, further, Tenant shall otherwise indemnify and save Landlord harmless from any claim or damage resulting therefrom.

### **ARTICLE III** **RENT**

Section 3.1. Basic Rent. From the Commencement Date, Tenant agrees to pay to Landlord, at Landlord's office or at such place as Landlord may from time to time designate in writing, fixed minimum annual rent (the "Basic Rent") of:

(i) \$85,020.00 per annum or \$7,085.00 per month beginning on the Commencement Date through the final month of the Lease, subject to the following "Basic Rent" provision:

The phrase "Basic Rent" shall mean the fixed minimum rent above specified without any set-offs or deductions whatsoever and shall be payable and without any prior demand being made therefore on the first day of each month in advance.

Basic Rent required to be paid under this Lease shall commence on the first day of the first (1<sup>st</sup>) month following the Commencement Date, and if the Commencement Date shall occur or this Lease shall terminate on any day other than the first day of a calendar month, the rent and such other charges for such calendar month shall be prorated as provided in Section 3.2 below.

Section 3.2. Adjustment for Partial Months Within the Term. Payments due under the terms of this Lease for partial months within the Term shall be prorated in the same ratio that the number of days during which Tenant occupies the Demised Premises in any such month bears to the number of days in said month, without allowance for weekends or holidays. Tenant's obligation to pay rent or to make any other payments or to fulfill any other obligations under this Lease shall terminate on the day following the date on which Tenant vacates the Demised Premises at the expiration or earlier termination of the Term, and all monetary obligations created by this Lease shall be prorated through the date on which Tenant shall have so vacated the Demised Premises.

Section 3.3. Sales Reporting.

(i) Tenant shall submit to Landlord, on or before the Commencement Date and thereafter upon Landlord's request in connection with any attempted financing or sale of the Property, at the place then fixed for the payment of Annual Basic Rental, a written statement of the amount of "Gross Sales" during the preceding Lease Year, which statement shall be duly certified to Tenant and Landlord by an authorized officer of Tenant, and such information shall be kept confidential by Landlord but may be disclosed to authorized representatives, lenders, prospective purchasers of the Property, attorneys, or other advisors of Landlord, provided such parties agree to maintain such information confidential.

(ii) "Gross Sales" shall mean (a) the sales prices of all goods, wares and merchandise sold, and the charges for all services (excluding delivery charges) performed by the Tenant at, in, on or from the Demised Premises, whether made for cash, on credit, or otherwise, without reserve or deduction for inability or failure to

collect, including but not limited to such sales and services (i) where the orders therefor originate at and are accepted by the Tenant in the Demised Premises but delivery or performance thereof is made from or at any place other than the Demised Premises, (ii) pursuant to mail, telegraph, telephone, computer, or other similar orders received or filled at or from the Demised Premises, (iii) by means of mechanical and other vending devices in the Demised Premises, (iv) as a result of transactions originating upon the Demised Premises, and/or (v) which the Tenant in the normal and customary course of its operations would credit or attribute to its business upon the Demised Premises, or any part or parts thereof; and

(b) all monies or other things of value received by the Tenant from its operations at, in, on or from the Demised Premises.

Section 3.4. Radius Restriction. Intentionally deleted.

Section 3.5. Extensions. Provided Tenant is not in default beyond any applicable grace period in the performance of any term of this Lease, Tenant shall have the option to extend the term of the Lease for five (5), five-year periods ("Extended Term") commencing upon the expiration of the Original Term under the same terms and conditions of the original Lease. The Lease shall automatically renew itself unless Tenant provides Landlord with at least six (6) months prior written notice of Tenant's intention to terminate the Lease at the expiration of the then-current term. The rent for the Extended Term shall be:

- (i) \$102,024.00 per annum or \$8,502.00 per month for months 121 through 180.
- (ii) \$119,028.00 per annum or \$9,919.00 per month for months 181 through 240.
- (iii) \$136,032.00 per annum or \$11,336.00 per month for months 241 through 300.
- (iv) \$153,036.00 per annum or \$12,753.00 per month for months 301 through 360.
- (v) \$170,040.00 per annum or \$14,170.00 per month for months 361 through 420.

#### ARTICLE IV REAL ESTATE TAXES

Section 4.1. Real Estate Taxes and Assessments. Landlord shall pay to the local tax authorities and other governmental agencies throughout the Term of this Lease and any renewal thereof, all real estate taxes and all assessments which may be levied against the Shopping Center and the land and buildings comprising the same. Tenant agrees to pay to the local tax authorities and other governmental agencies, throughout the Term of this Lease and any renewal thereof, all personal property taxes which may be levied against Tenant's merchandise, trade fixtures and other personal property in and about the Demised Premises.

Section 4.2. Payment of Real Estate Taxes by Tenant. In addition to the Basic Rent payable as provided in Article III hereof, Tenant shall pay to Landlord, as additional rent, a sum

equal to Tenant's proportionate share of real estate taxes due with respect to each tax year (or portion thereof) during each year of the Term hereof, on the first day of each month during the Term hereof and a pro rata sum for any partial month, all as hereinafter provided. The term "real estate taxes" shall mean all taxes, assessments and betterments levied, assessed or imposed at any time by any governmental authority upon or against the Shopping Center and land on which the Shopping Center is situated, or any part thereof, and on any buildings and other improvements therein or thereon. The Tenant's pro rata share for the purpose of this Section shall amount to that proportion of the entire tax hereinbefore described which the gross floor area of the Demised Premises bears to the gross floor area of all rentable space in the Shopping Center. Tenant shall pay to Landlord, on account of its estimated pro rata share of the real estate taxes, at Landlord's option, either (a) monthly installments in the amount of \$886.67 (subject to an increase or decrease based on the immediately preceding year's experience) on the first day of each month during the Term hereof, or (b) advance payment of real estate taxes for a reasonable time period determined by Landlord, which time period shall not exceed six (6) months, based upon the billing practices of the local taxing authority. Any sums collected from Tenant by Landlord in advance for such real estate tax payments shall be held in escrow by Landlord and applied to payment of said taxes when due. For the first and last partial calendar year of this Lease, Tenant will pay its prorata share of real estate taxes for the entire year multiplied by a fraction, the numerator of which is the number of days in the calendar year subsequent to the date of rent commencement of this Lease, or prior to the date of lease termination, as the case may be, and the denominator of which is three hundred sixty-five (365).

Section 4.3. Taxes in Lieu of or in Addition to Real Estate Taxes. If, at any time during the Term hereof, the present system of ad valorem taxation of real property shall be changed so that in lieu of, or in addition to, real estate taxes set forth above there shall be assessed on Landlord a capital levy or other tax on the basic rental, percentage rentals and/or any additional rentals (the "Gross Rents") received with respect to the Shopping Center, or if there shall be assessed on Landlord a federal, state, county, municipal, or other local income, franchise, excise or similar tax, assessment, levy or charge measured by or based, in whole or in part, upon any such Gross Rents, then any and all of such taxes, assessments, levies or charges, to the extent that the same would be payable if the Shopping Center were the only property of Landlord subject to same, and if the income from the Shopping Center were the only taxable income of Landlord during the years in question, shall be deemed to be included within the term "real estate taxes."

For all purposes of this Article IV, Tenant's "pro rata share" shall equal 28%.

## ARTICLE V COMMON AREAS



Section 5.1. Common Area Maintenance. Landlord shall make available from time to time within the Shopping Center such Common Areas (including, but not limited to, parking areas, driveways, truck ways, delivery passages, common truck loading areas, access and egress passages, walkways and sidewalks) as Landlord shall deem appropriate. Landlord shall operate, manage equip, hire police details as necessary (as Landlord shall deem appropriate), light (until 11:30 p.m. on all days except such Sundays and holidays on which businesses are not usually open), repair and maintain such Common Areas and landscaped areas for their intended purposes, all in such manner as Landlord shall, in its sole discretion, determine, keeping all parking areas clean and reasonably free of snow and ice. Landlord shall not be liable for any inconvenience or interruption of business or other consequences resulting from the making of repairs, replacements, improvements, alterations or additions, or from the doing of any other work to or upon any of such Common Areas, or from delay or failure to perform such maintenance or other work with respect to such Common Areas where such delay or failure is attributable to labor troubles, material shortages or any other causes beyond Landlord's reasonable control. It is agreed that the use of said Common Areas shall at all times be subject to such reasonable and non-discriminatory rules and regulations as the Landlord may promulgate uniformly for all the Landlord's tenants in the Shopping Center, in common with others, including but not limited to the designation by Landlord of areas in which such Shopping Center tenants (including Tenant herein) and their employees are to park. Landlord may, from time to time, change the size, location and nature of any Common Area in the Shopping Center.

Section 5.2. Charge for Common Area Maintenance. Tenant covenants and agrees to pay unto the Landlord, as additional rental, the Tenant's fraction of the annual cost of operating, managing, repairing, restoring, cleaning, maintaining and making improvements to (a) the parking, and Common Areas, (b) the plumbing, sanitary sewage and electric system therein, and the sprinkler and other fire protection and fire protection alarm systems therein; and the lighting, insuring, and the policing of the Common Areas, and any other costs associated with Common Area Maintenance as described in Section 5.1 above, together with an administrative fee of not more than fifteen percent (15 %) of all of said Tenant's fraction of the foregoing charges.

Section 5.3. Payment of Common Charges. Tenant agrees to pay to Landlord Tenant's pro rata share of the costs of maintaining and operating the Common Areas at the Shopping Center. For the purposes of this Article V, Tenant's pro rata share shall amount to that proportion of the entire costs herein described which the gross floor area of the Demised Premises bears to the gross floor area of all rentable space in the entire Shopping Center.

Tenant shall pay to Landlord on account of its estimates pro rata share monthly installments of \$1,185.33 (subject to increase or decrease based on the immediately preceding year's experience) on the first day of each month during the Term hereof and a pro rata sum for any partial month. Within ninety (90) days after the close of the first and each subsequent calendar year or, at Landlord's option, the close of Landlord's fiscal year, during the Term and

any extensions of the Term, and following the termination of this Lease, Landlord shall submit to Tenant a statement of the Common Area Maintenance Charges for said calendar or fiscal year or option thereof. Such statements shall contain documentation and a calculation of Tenant's pro rata share hereunder. If such statement indicates that the amount paid by Tenant on its account for said calendar or fiscal year is less than Tenant's actual pro rata share of the Common Area Maintenance Charges for said calendar or fiscal year, then Tenant shall pay the amount owing to Landlord within thirty (30) days of receipt of such statement. Should such statement indicate that Tenant has overpaid its pro rata share of Common Area Maintenance Charges for said calendar or fiscal year, then such overpayment shall be, at Landlord's option, (a) applied as a credit to Tenant's Common Area Maintenance Charges for the following calendar or fiscal year, or (b) refunded together with Landlord's annual statement. For the first and last partial calendar or fiscal year of this Lease, Tenant will pay its pro rata share of Common Area Maintenance Charges for the entire year multiplied by a fraction, the numerator of which is the number of days in the calendar or fiscal year subsequent to the date of rent commencement of this Lease, or prior to the date of Lease termination, as the case may be, and the denominator of which is three hundred sixty-five (365). Landlord shall not include one time capital improvement projects contemplated for 2008 for building, signage and parking lot improvements as more specifically described on Exhibit B hereto.

In addition to the foregoing, Tenant shall pay to Landlord its pro rata share of maintaining or repairing the roof of the Property as necessary (the "Tenant Roof Share"). The Tenant Roof Share shall not exceed \$1,250 for the first year of this Lease. Following the first anniversary of this Lease, the Tenant Roof Share shall be adjusted in accordance with the Consumer Price Index for the applicable location. Through December 31, 2027. Common Area Maintenance Charges shall not include capital improvements or capital repairs. Commencing on January 1, 2028, Common Area Maintenance Charges shall include the cost of capital improvements or capital repairs (amortized over the useful life of the item determined in accordance with generally accepted accounting principles) and Tenant shall be responsible for its pro rata share thereof. Landlord may also pass through the cost of repaving one-third of the parking lot serving the Shopping Center in any given Lease year and Tenant shall be responsible for its pro rata share thereof.

Section 5.4. Common Area Audit. In the event that Tenant seeks to confirm that the Common Area Operating Costs charged to Tenant are proper and conform to the provisions of this Lease, Tenant may, within six (6) months following receipt of Landlord's annual statement, notify Landlord in writing that it questions or disputes that amount of Tenant's Common Area Rent; and, if the written notice is timely received, Landlord shall furnish Tenant with a detailed summary of the Common Area Operating Costs for the Lease Year in question and the calculation of Tenant's share thereof, and will make available and furnish to Tenant, if requested, copies of any supporting documentation to substantiate the charge(s) in question. Tenant shall have the right, not more than twice during the Term, to be exercised on at least thirty (30) days

prior written notice, to audit the Common Area Operating Costs for the Lease Year immediately preceding Tenant's notice; and in connection therewith to examine Landlord's records of the Common Area Operating Costs and supporting data therefore for the subject Lease Year. Such inspection shall be conducted at Tenant's sole cost and expense at Landlord's designated offices. If any such audit accurately discloses that Common Area Operating Costs (and therefore Tenant's Common Area Rent) were overstated by Landlord and Landlord agrees with the auditor's assessment, then Landlord shall promptly refund or credit to Tenant any such excess payment.

For all purposes of this Article V, Tenant's "pro rata share" shall equal 28%.

## **ARTICLE VI** **INSURANCE AND INDEMNIFICATION**

**Section 6.1. Landlord's Insurance.** At all times Landlord shall insure all buildings in the Shopping Center for at least their full reasonable replacement value and shall also provide Landlord's normal liability coverages for the Shopping Center's parking and Common Areas and rental insurance and all other types of insurance in amounts as Landlord deems necessary or desirable for insuring the Shopping Center, Tenant shall pay to Landlord, as additional rent, Tenant's Pro Rata Share of the reasonable cost of the insurance to be maintained by Landlord under this Article. Tenant's Pro Rata Share for purposes of this Article shall amount to that proportion of the reasonable cost of such insurance hereinbefore described which the gross floor area of the Demised Premises bears to the gross floor area of all rentable space in the entire Shopping Center. Tenant's Pro Rata Share shall be paid monthly as a part of Common Area Maintenance Charges.

**Section 6.2. Tenant's Insurance.** Tenant shall, upon commencement of the Term, obtain and thereafter maintain, throughout the Term and any extensions thereof, at its own cost and expense, (i) commercial general liability insurance insuring Tenant against liability for bodily injury, property damage (including loss of use of property) and personal injury at the Demised Premises, including contractual liability. Such insurance shall name Landlord, its property manager, any mortgagee, and any other party designated by Landlord, as additional insureds. The initial amount of such insurance shall be Three Million Dollars (\$3,000,000) per occurrence and shall be subject to periodic increases specified by Landlord based upon inflation, increased liability awards, recommendation of Landlord's professional insurance advisers, and other relevant factors. The liability insurance obtained by Tenant under this Section shall (i) be primary and (ii) insure Tenant's obligations to Landlord under Section 6.5. The amount and coverage of such insurance shall not limit Tenant's liability nor relieve Tenant of any other obligation under this Lease, (ii) worker's compensation insurance with statutory limits covering all of Tenant's employees working in the Demised Premises with a limit of not less than \$100,000 per employee and \$500,000 per occurrence, and (iii) such other forms of insurance as

Landlord may deem necessary. Tenant shall have the right to be insured under a so-called "blanket" policy.

Tenant shall maintain in effect personal property insurance covering leasehold improvements paid for by Tenant and Tenant's personal property and fixtures from time to time in, on, or at the Demised Premises, in an amount not less than 100% of the full replacement cost, without deduction for depreciation, providing protection against events protected under "All Risk Coverage," as well as against sprinkler damage, vandalism, and malicious mischief. Any proceeds from the personal property insurance shall be used for the repair or replacement of the property damaged or destroyed, unless this Lease is terminated under an applicable provision herein. If the Demised Premises are not repaired or restored following damage or destruction in accordance with other provisions herein, Landlord shall receive any proceeds from the personal property insurance allocable to Tenant's leasehold improvements.

Tenant shall maintain in effect business interruption insurance, providing in the event of damage or destruction of the Premises an amount sufficient to sustain Tenant for a period of not less than one (1) year for: (i) the net profit that would have been realized had Tenant's business continued; and (ii) such fixed charges and expenses as must necessarily continue during a total or partial suspension of business to the extent to which they would have been incurred had no business interruption occurred, including, but not limited to, interest on indebtedness of Tenant, salaries of employees under contract, charges under noncancelable contracts, charges for advertising, legal or other professional services, taxes and rents that may still continue, insurance premiums, and depreciation.

Section 6.3. Certificates of Insurance. At or prior to the Commencement Date of this Lease, Tenant shall provide Landlord with certificates of insurance certifying that all insurance required to be carried by the Tenant under the terms of this Lease is in full force and effect and bearing the endorsement that Landlord shall receive not less than thirty (30) days prior written notice of the expiration or other termination thereof and no policy for any such insurance will be canceled without at least thirty (30) days prior written notice to Landlord.

Section 6.4. Waiver of Subrogation. Each party hereto hereby agrees (insofar as and to the extent that such agreement may be effective without invalidating or making it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in the State of Massachusetts), with respect to any loss or damage occurring or accruing during the Term and any extension thereof which is covered by insurance, to waive any right or cause of action against the other party and to release the other of and from any and all claims with respect to such loss; and they further mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof even though extra premium may result therefrom. In the event that an extra premium is payable by Tenant as a result of this provision, Landlord shall not be liable for reimbursement to Tenant for such extra premium.

Section 6.5. Indemnification. To the fullest extent permitted by law, Tenant hereby waives all claims against Landlord, its agents, advisors, employees, members, officers, directors, partners, trustees, beneficiaries and shareholders (each a "Landlord Party") and the agents, advisors, employees, members, officers, directors, partners, trustees, beneficiaries and shareholders of each Landlord Party (collectively "the Indemnitees") for damage to any property or injury to or death of any person in, upon or about the Premises or the Property arising at any time and from any cause, and Tenant shall hold Indemnitees harmless from and defend Indemnitees from and against all claims, liabilities, judgments, demands, causes of action, losses, damages, costs and expenses including reasonable attorney's fees for damage to any property or injury to or death of any person arising in or from (i) the use or occupancy of the Premises by Tenant or persons claiming under Tenant, except such as is caused by the sole negligence or willful misconduct of Landlord, its agents, employees or contractors, or (ii) arising from the negligence or willful misconduct of Tenant, its employees, agents, contractors, or invitees in, upon or about the Property, or (iii) arising out of any breach or default by Tenant under this Lease. The foregoing shall include investigation costs and expenses incurred by Landlord in connection with any claim or demand made under this Section. The provisions of this Section 6.5 shall survive the expiration or termination of this Lease with respect to any damage, injury, or death occurring prior to such time.

Section 6.6. Security. Tenant assumes all responsibility and liability for the security of its own employees, agents, merchandise and fixtures in the Demised Premises.

## **ARTICLE VII** **REPAIRS AND ALTERATIONS**

Section 7.1. Landlord Alterations and Additions to Shopping Center. Landlord reserves the right at any time and from time to time without the same constituting breach of Landlord's covenant of quiet enjoyment or an actual or constructive eviction, and without incurring any liability to Tenant or otherwise affecting Tenant's obligations under this Lease, to make such changes, alterations, additions, improvements, repairs or replacements in or to the Shopping Center, including Common Areas and the Demised Premises, and to build additional stories on, and to build adjoining, the Demised Premises, as Landlord in its sole discretion deems advisable. Landlord reserves the right, at any time or times during the Term hereof, to use the roof, foundation or exterior walls of the Demised Premises for signs or in connection with additional construction. Nothing contained in this Section shall be deemed to relieve Tenant of any Duty, obligation or liability of Tenant with respect to making any repairs, replacements or improvements or complying with any law, order or requirement of any governmental or other authority. Landlord agrees, however, that in no event will the Tenant's "sightlines" be adversely affected or blocked in any manner if Landlord elects to alter and/or add to the Shopping Center.

Section 7.2. Repairs to Demised Premises. Tenant covenants and agrees, at its expense, to maintain and repair the Demised Premises, including, without limitation, all plumbing to outside connections with Landlord's systems, plumbing fixtures, drains, hot water heater and its accessories, all lighting and electrical systems (including light fixtures, light shields, ballasts bulbs, outlets, switched and circuit breakers to the main panel), all interior and exterior doors and door closers, mechanisms and locks, exterior signs and door lights, in as good order and repair as the same are in at the Commencement Date, or shall be put in during the Term, damage by fire, unavoidable casualty and ordinary wear and tear only excepted. Tenant shall also replace any glass storefronts which may be damaged or broken with glass of the same quality, maintain all floor coverings, wall coverings and paint within the interior of the Demised Premises, make any repairs to the roof of the Demised Premises made necessary by employees or agents of Tenant or by trespassers or persons breaking into the Demised Premises or made necessary by required repairs to the maintenance of the HVAC equipment, keep the Demised Premises clean and neat and keep the sidewalk in front of the Demised Premises free of dirt, ice and snow, and keep the sidewalk in front of the Demised Premises free of litter and refuse. Tenant will be required to supply its own trash container. Notwithstanding anything to the contrary set forth in this Lease, Tenant shall be responsible for the maintenance, servicing, repair and replacement of the HVAC systems serving the Demised Premises. Except as otherwise herein above set forth, exterior repairs and any repairs or replacements due to defects in the structural members of the Demised Premises, whether interior or exterior, shall be made by and at the expense of Landlord.

Section 7.3. Tenant Alterations. Tenant shall not make any structural or non-structural alterations to the Demised Premises or alterations to the storefront of the Demised Premises without obtaining the prior written consent of Landlord. Tenant shall have the right, however, at its expense, from time to time to redecorate the Demised Premises and to make such nonstructural alterations and leasehold improvements in such parts thereof as it shall deem expedient or necessary for its purposes; provided, however, that any such redecoration or leasehold improvements (a) shall not impair the structural strength or integrity of the Demised Premises, (b) shall not diminish its value, and (c) shall be done in a good and workmanlike manner. Tenant shall have the right to make any such nonstructural alterations and leasehold improvements in an amount not to exceed \$50,000 without Landlord's consent (but upon notice to Landlord). All other nonstructural alterations and any exterior improvements shall require Landlord's prior written consent. Prior to commencement of any alterations or improvements, Tenant shall have obtained comprehensive public liability insurance, as provided herein applying to its activities, and shall deliver to Landlord proof, satisfactory to Landlord, that all workers connected with said activities of the Tenant are adequately covered by worker's compensation insurance and shall save the Landlord harmless on account of the filing of any mechanics' liens or an account of any other cause arising from the making of any such alterations or improvements.

Landlord shall not be liable for any loss of damage to any fixtures, equipment or other property installed or located in the Demised Premises or for any work performed therein by Tenant or Tenant's agents, employees, or contractors. Landlord shall execute and deliver, at Tenant's expense, upon request of Tenant, such instrument or instruments embodying the approval of Landlord which may reasonably be required by any public or quasi-public authority for the purpose of obtaining any license or permit for the making of such alterations, changes and/or installations in, to or upon the Demised Premises as may be permitted hereunder. Any redecoration, alterations, changes, improvements and installations which may be so constructed or added shall, at the end of the Term of this Lease, or any extension thereof, at the election of the Landlord, be considered as improvements and become a part of the Shopping Center, and Tenant shall have no right to remove the same; provided, however, Tenant shall remove, prior to the expiration of the Term, any such redecoration, alterations, changes, installation or improvements (and may remove, in any event, its trade fixtures) which Landlord does not so elect to have remain as part of the Shopping Center, and in such event Tenant shall repair any damage to the Demised Premises caused by such removal. Tenant shall be responsible any pay to Landlord the entire amount of any real estate taxes attributable to any alterations, additions, or improvements made by Tenant pursuant to this Article.

### **ARTICLE VIII** **USE OF PREMISES**

Section 8.1. Use of Premises. Tenant covenants and agrees that, during the Term of this Lease, the Demised Premises will be used for only for the purpose of conducting the business of the retail merchandising, selling, and shipping of beer, wine, liquor, beer merchandise and paraphernalia (the "Primary Use"). The Primary Use shall be exclusive to Tenant and Landlord shall not lease to any tenant in the Shopping Center which shall have the same primary use. In addition to the Primary Use, Tenant shall also have the non-exclusive right to sell lottery tickets, tobacco products and related paraphernalia, soft drinks, food and incidentals, and any other merchandise sold in Tenant's other stores or Busa Liquor franchises from time to time under the trade name of Tenant or such other trade name as Tenant is using in its other stores in the Commonwealth of Massachusetts as an ancillary use of the Demised Premises (the "Ancillary Use"). Landlord may lease space within the Shopping Center to other tenants with the same non-exclusive uses as the Ancillary Use. In no event shall Tenant use the Demised Premises for any purpose other than the Primary Use and the Ancillary Use without Landlord's prior written consent.

Section 8.2. Change of Name. Tenant agrees to operate under the trade name referred to in the Lease or "Busa Liquors" and not to change the name of the business operated in the Demised Premises or to conduct business at the Demised Premises under any additional

advertised name without the prior written consent of Landlord. Notwithstanding anything to the contrary, it is agreed between the parties, provided Tenant delivers written notice to Landlord, that Tenant may change its trade name without prior consent of the Landlord, provided that the trade name is the trade name used by all or substantially all stores operated by Tenant under its current trade name in the State of Massachusetts, and provided that such trade name will not conflict with trade names of any other tenants in the Shopping Center.

## **ARTICLE IX** **TENANT'S ADDITIONAL COVENANTS**

**Section 9.1. Payment of Rents and Charges.** Tenant covenants with Landlord and agrees to pay Basic Rent, Real Estate Taxes, Common Area charges and any and all sums due to Landlord under the terms of this Lease (hereinafter defined as "Additional Rent") at the times, in the manner and the following address: c/o [Landlord to Provide Lockbox Information].

**Section 9.2. Charges for Utilities, Licenses and Permits.** Tenant agrees to pay from the Commencement Date, all charges for water, sewer, gas, electricity, telephone and all other utilities and services used or consumed on the Demised Premises for all licenses and permits for the same. Tenant shall be entitled to collect utility payments from the Water Store or any other Tenant (or Tenant-At-Will) which receives utility services under the Tenant's meter. At Landlord's election, Landlord shall have the right to install separate utility meters for Tenant and any other tenants at the Shopping Center and bill tenants for the cost of such utility services.

**Section 9.3. Compliance with Laws.** Throughout the Term of this Lease, Tenant, at its sole cost and expense, will promptly comply with all present and future laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments, departments, commissions, boards and officers and all orders, rules and regulations of the National Board of Fire Underwriters, the local Board of Fire Underwriters or any other body or bodies exercising similar functions, and with the requirements of all public liability, fire, and other policies of insurance at any time in force with respect to the Demised Premises whether or not such law, ordinance, order, rule, regulation or requirement shall interfere with the use and enjoyment of the Demised Premises. Notwithstanding the foregoing, Tenant shall not be required to make structural alterations to the Demised Premises, unless such alterations are required as a result of the Tenant's use of the Demised Premises. If the use or occupancy of the Demised Premises by Tenant shall increase the costs of fire, casualty or extended coverage insurance on the Demised Premises (a schedule or "make up" of rates for the Demised Premises or Shopping Center, being conclusive evidence of the facts therein stated and of the several items and charges in such insurance rates then applicable to the Shopping Center), then Tenant shall pay to Landlord upon demand the additional cost of any such insurance; provided, however, if the use or occupancy of



the Demised Premises by Tenant shall make void or voidable any insurance on the Demised Premises, then, at the option of Landlord, this Lease may be terminated.

Section 9.4. Property or Persons on the Demised Premises. Tenant acknowledges that any and all merchandise, fixtures and property of every kind, nature and description which may be in or upon the Demised premises or Shopping Center during the Term hereof shall be at the sole risk and hazard of Tenant or those claiming through or under Tenant, and that Landlord shall not be liable for any death, injury or damage to persons or property resulting from any reason whatsoever including, without limitation, theft, fire, explosion, steam, gas, electricity, electrical disturbance, water, rain or snow, or for leaks or dampness from the roof or from any other part of the interior or exterior of the Demised Premises, or from the plumbing, heating or air conditioning systems or service, or from any of the Common Areas of the Shopping Center, unless caused by or due to the negligence of Landlord, its agents, servants or employees; and then only after (i) written notice to Landlord of the condition claimed to constitute negligence, and (ii) the expiration of a reasonable time after such notice has been received by Landlord.

Section 9.5. Operation of Demised Premises. Tenant covenants that it will (a) keep the Demised Premises open for business on all regular business days during the customary business hours that a majority of the retail stores in the Shopping Center are open for business; provided, however, that Tenant agrees to open for business a minimum of five (5) business days per week for a minimum of eight (8) hours per day, (b) conduct its business at all times in a manner conducive to the high reputation of the Shopping Center, and (c) not conduct any auction sale or going out of business sale unless such activity is in compliance with laws set forth in the State of Massachusetts. Notwithstanding the foregoing, Tenant shall not be deemed to be in violation of this covenant if Tenant cannot open for business due to an event of force majeure or if the Commonwealth of Massachusetts or the Town of Reading forbids Tenant from opening the Demised Premises as a result of a weather-related condition.

If Tenant ceases to operate within the Demised Premises for more than 60 total days within a 365 day rolling period (not a calendar year) (excluding any period the Demised Premises are not being operated due to casualty, permitted alterations, renovation, or repairs or an event of force majeure), Landlord shall have the right to terminate this Lease and recapture the Demised Premises. Within 30 days after the expiration of such 60-day period, Landlord may exercise its right of termination by giving Tenant notice thereof 30 days prior to the effective date of termination. Upon such termination, all further obligations of the parties shall cease, except for any which specifically survive the termination of the Lease otherwise set forth herein.

Tenant will not do or suffer any waste or damage, disfigurement or injury to any portion of the Demised Premises.

Section 9.6. Subletting or Assignment. Tenant hereby covenants with the Landlord that Tenant will not sublet any part of the Demised Premises, without on each occasion obtaining the prior written consent of Landlord which shall not be unreasonably withheld. Tenant shall immediately provide to Landlord the name and address of the proposed assignee or subtenant, satisfactory information about the nature, business and business history of the proposed assignee or subtenant, banking, financial or other credit information and references about the proposed assignee or subtenant. The assignee or subtenant shall not violate any exclusive granted to other tenants in the Shopping Center nor violate any terms and conditions herein. (As used herein, the term "assign" or "assignment" shall be deemed to include, without limitation, any transfer of Tenant's interest in this lease by operation of law, the merger or consolidation of Tenant with or into any other firm or corporation, or the transfer or sale of a controlling block of stock or otherwise). The consent by Landlord to any such assignment or subletting shall not constitute a waiver of the necessity of such consent with respect to any subsequent assignment or subletting. In the event of any assignment or subletting, Tenant shall, upon request of Landlord, pay Landlord's reasonable expenses in connection therewith and shall remain liable for the payment of any and all rents and other payments and charges which may become due hereunder and for the performance of all other covenants, agreements, and conditions on the part of Tenant to be performed hereunder. No such assignment or subletting shall be valid or effective unless and until the assignee or subtenant, respectively, shall covenant in writing with Landlord, to the reasonable satisfaction of Landlord, to be bound directly to Landlord for the performance of all Tenant covenants herein contained. If for any assignment or subletting Tenant receives rent or other consideration in excess of the rent called for hereunder, Tenant shall pay to Landlord as additional rent the full amount of the excess received by Tenant promptly after its receipt.

The foregoing provisions of this Lease to the contrary notwithstanding, so long as Tenant is not in default under this Lease beyond applicable grace periods, Landlord's consent shall not be required for a proposed assignment of this Lease or sublet of the premises for only the use set forth in this Lease to:

- (a) any entity (corporation, LLC, etc.) that is a parent, subsidiary or affiliate of Tenant;
- (b) any entity resulting from a merger or consolidation affecting Tenant; and
- (c) any entity acquiring all or substantially all of the assets of Tenant.

Notwithstanding the above provisions of this Section, there shall be no restriction on Lessee becoming a public corporation or for a proposed Assignment of this Lease or sublet of the premises to a public corporation the outstanding voting stock of which is registered in accordance with the provisions of the Securities Act of 1933, as amended, and "listed" on the New York Stock Exchange or another recognized, national security exchange (and for the purposes hereof, the term "voting stock" shall refer to shares of stock regularly entitled to vote

for the election of directors of the corporation). Lessee shall have the right, upon registration in accordance with the Securities Act of 1933, as amended, and upon the satisfaction of all other requirements of law applicable thereto, to "list" such stock on any exchange and offer such stock for sale to the public.

Notwithstanding the foregoing, Tenant shall remain liable for all the obligations set forth in this Lease, including, but not limited to, monetary obligations in the event of any assignment or sublease.

In the event of a proposed assignment or sublease to an assignee or sublessee whose proposed use is not the Primary Use hereunder, Landlord shall have the right to terminate this Lease as to that portion of the Demised Premises proposed to be transferred. Landlord may exercise such right to terminate by giving notice to Tenant at any time within thirty (30) days after the date on which Tenant has furnished to Landlord the request for consent pursuant to this Section and all of the information required under this Section. If Landlord exercises such right to terminate, Landlord shall be entitled to recover possession of, and Tenant shall surrender such portion of, the Demised Premises (with appropriate demising partitions erected at the expense of Tenant) on the later of (i) the effective date of the proposed transfer, or (ii) sixty (60) days after the date of Landlord's notice of terminate. In the event Landlord exercises such right to terminate, Landlord shall have the right to enter into a lease with the proposed transferee without incurring any liability to Tenant on account thereof.

In the event that Tenant seeks to sell its business to a third-party purchaser, Landlord shall have the right to approve such proposed purchaser, which consent shall not be unreasonably withheld provided that the proposed purchaser has a net worth equal to or greater than Tenant's and the Guarantors' (as hereinafter defined) net worth and Landlord receives and approves the other information from such purchaser as is required in the event of an assignment or sublet of this Lease.

Section 9.7. Access by Landlord. Tenant shall permit the Landlord and its agents or representatives to enter at reasonable times to view or examine the Demised Premises, or any wires, pipes, fixtures or appurtenances thereof, and to make repairs or alterations to preserve the Demised Premises if the Landlord should elect to do so; and at any time within thirty (30) days prior to the expiration of this Lease, to show the Demised Premises to other prospective lessees, with reasonable prior notice.

Section 9.8. Duties Upon Termination of Term. Tenant shall, at or prior to the expiration of the Term hereof, remove all goods, trade fixtures and other personal property of Tenant and of all persons claiming through or under Tenant, and to peaceably yield up to the Landlord the Demised Premises and all keys, locks and fixtures (other than trade fixtures of Tenant) connected therewith; and, at the election of the Landlord as aforesaid in Section 7.3 above, to deliver to

Landlord all alterations, improvements or additions made to an upon the same, in as good repair, order and condition as the same were in as of the Commencement Date or were put in during the Term, damage by fire or from other unavoidable casualty only excepted.

Section 9.9. Construction Liens, Permits, Etc. Tenant covenants and agrees to pay promptly when due the entire cost of any work to the Demised Premises undertaken by Tenant and to bond against or discharge any liens for labor or materials within thirty (30) days after written request by Landlord; to procure all necessary permits before undertaking such work; and to do all such work in a good an workmanlike manner, employing materials of good quality and laborers skilled in their trades who will work in harmony with Landlord's laborers and employees.

## ARTICLE X SIGNS

Tenant shall have the right, at its expense and in conformity with applicable laws and ordinances, to erect and thereafter to replace, if Tenant shall so elect, (a) a storefront sign on the Demised Premises, and (b) a panel on the Shopping Center's pylon sign in accordance with the requirements of this Article X; provided, however, that Tenant shall have obtained the prior written approval of Landlord regarding the installation, kind, design, size and location of such signs. Landlord may not relocate, alter or re-size Tenant's pylon sign blade or exterior façade sign without the Tenant's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. In the event that Landlord undertakes repairs to the façade of the Property that affect Tenant's exterior façade sign, Landlord shall remove and replace Tenant's existing exterior façade sign at its cost and expense and shall repair Tenant's sign if damaged by Landlord's façade work. Landlord shall install Tenant's initial sign on the Shopping Center's pylon sign at Landlord's cost and expense in accordance with the signage criteria set forth on Exhibit E attached hereto. Tenant shall be responsible for the cost of its pylon sign blade following such initial installation.

## ARTICLE XI DAMAGE TO AND RESTORATION OF DEMISED PREMISES

Section 11.1. Damage to or Taking of the Demised Premises. In the event that the Demised Premises, to an extent in excess of twenty-five percent (25%) of the value of the Demised Premises, shall be taken by any exercise of the right of eminent domain or shall be destroyed or damaged by fire or other casualty or by any other action of any public or other authority, or a substantial portion of the parking area or other property, buildings or structures within the Shopping Center be so damaged or taken, as the case may be, then Landlord shall have the right to terminate this Lease, as of the date of such damage or action, by written notice to Tenant within thirty (30) days of the date thereof, notwithstanding that Landlord's entire interest may have been divested. If this lease shall not be so terminated, a just proportion of the

Basic Rent shall be abated, according to the nature and extent to which the Demised Premises are unusable by Tenant for the conduct of its business, until the Demised Premises, or in case of such taking, what may remain thereof, shall, as herein elsewhere set forth, be put in proper condition for the conduct of Tenant's business.

Section 11.2. Repair and Restoration of Demised Premises; Reservation of Damages to Landlord. Unless this Lease shall be terminated as hereinabove set forth, Landlord shall, at its expense, promptly commence repair and restoration of the Demised Premises and shall, subject to labor and material shortages and other causes beyond the reasonable control of Landlord, complete the same with due diligence. Upon commencement of such repair and restoration by Landlord, Tenant shall, at its expense, promptly commence repair and replacement of all trade fixtures, equipment, signs and other property installed by or belonging to the Tenant which shall have been so damaged, taken or destroyed and shall, subject to labor and materials shortages and other causes beyond the reasonable control of Tenant, complete the same with due diligence. Landlord shall not be liable for any inconvenience or annoyance to Tenant or for any injury to the business of Tenant resulting from delays in repairing such damage. Landlord reserves and accepts all rights to damages to the Demised Premises now accrued or hereafter accruing by reason of any exercise of the right of eminent domain, or by reason of anything lawfully done in pursuance of any public or other authority, and by way of confirmation, Tenant grants to Landlord all Tenant's right to such damages and covenants to execute and deliver such further instruments of assignment thereof as Landlord may from time to time request. It is agreed and understood, however, that Landlord does not reserve to itself, and Tenant does not assign to Landlord, any portion of any award expressly allocated by the taking authority to trade fixtures, equipment and improvements installed by Tenant, or the value of the Tenant's interest in the leasehold.

## ARTICLE XII SUBORDINATION OF LEASE

Section 12.1. Subordination. This Lease shall be automatically subordinate to any ground lease, deed of trust or mortgage encumbering the Property, any advances made on the security thereof and any renewals, modifications, consolidations, replacements or extensions thereof, whenever made or recorded. Tenant shall cooperate with Landlord and any lender which shall acquire a security interest in the Property or the Lease. Tenant shall execute such further documents and assurances as such lender may require, provided that Tenant's obligations under this Lease shall not be increased in any way; provided, however, that the performance of ministerial acts by Tenant in connection with the execution of documents or other assurances in connection with such subordination shall not be deemed to increase Tenant's obligations under this Lease; and Tenant shall not be deprived of its rights under this Lease. If any ground lessor, beneficiary or mortgagee elects to have this Lease prior to the lien of its ground lease, deed of trust or mortgage and gives written notice thereof to Tenant, this Lease shall be deemed prior to

such ground lease, deed of trust or mortgage whether this Lease is dated prior or subsequent to the date of said ground lease, deed of trust or mortgage or the date of recording thereof.

Section 12.2. Attornment. If Landlord's interest in the Property is acquired by any ground lessor, beneficiary under a deed of trust, mortgagee, or purchaser at a foreclosure sale, Tenant shall attorn to the transferee of or successor to Landlord's interest in the Property and recognize such transferee or successor as Landlord under this Lease. Tenant waives the protection of any statute or rule of law which shall give Tenant any right to terminate this Lease or surrender possession of the Demised Premises upon the transfer of Landlord's interest. From and after any such attornment, mortgagee or any such transferee shall not be: (a) liable for any act or omission of any prior landlord (including Landlord); or (b) liable for or incur any obligation with respect to the construction of the Property or any improvements of the Property except as set forth in this lease; or (c) subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord); or (d) bound by any rent or additional rent which Tenant might have paid more than one month in advance to any prior landlord (including Landlord); or (e) bound by any amendment or modification of the Lease, or any consent to any assignment or sublease, made without the mortgagee's prior written consent if such consent is required under the applicable loan documents; or (f) responsible for the return of any security deposit not actually received by such mortgagee; or (g) liable for any obligation with respect to any breach of warranties or representations made by any prior landlord (including Landlord), or its agents or representatives, of any nature under the lease or otherwise; or (h) liable for consequential damages.

### **ARTICLE XIII** **NOTICES**

Any notice from Landlord to Tenant or from Tenant to Landlord shall be deemed duly served upon receipt if mailed by certified mail, return receipt requested, addressed, if to the Tenant, to, A&D Realty, 133 Massachusetts Avenue, Lexington, MA 02420, with a copy to Attorney Michael Rubin, Rubin, Weisman, Colasanti, Kajko & Stein, 430 Bedford Street, Lexington, MA 02420, or if to the Landlord, c/o Linear Retail Properties, LLC, Five Burlington Woods Drive, Burlington, MA 01803, Attention: William J. Beckeman, or in either case, in such other manner or to such other address as may be specified by notice in writing to the other party, and the customary certified mail receipt shall be conclusive evidence of such service.

### **ARTICLE XIV** **NO HAZARDOUS MATERIALS**

Tenant agrees it shall not cause or permit to occur any violation of any federal, state or local law, ordinance or regulation now or hereafter enacted, related to environmental conditions on, under or about the Demised Premises and/or the Shopping Center or arising from Tenant's use or occupancy of the Demised Premises, including but not limited to soil and groundwater

conditions. It is further agreed Tenant shall not permit the use, generation, release, manufacture, refining, production, processing, storage, or disposal of any hazardous substances on, under or about the Demised Premises and/or the Shopping Center, or the transpiration to or from the Demised Premises and/or the Shopping Center of any hazardous substance.

Tenant further agrees it shall indemnify, defend and hold harmless, Landlord, the manager of the property and their respective officers, directors, beneficiaries, shareholders, patrons, agent and employees from all fines, suits, procedures, claims and actions of every kind and costs associated therewith (including attorneys' and consultants' fees) arising out of or in any way connected with any deposit, spill, discharge or other release of hazardous substance that occurs during the Term of this Lease at or from the Demised Premises and/or the Shopping Center which arises at any time from Tenant's use or occupancy of the Demised Premises or from Tenant's failure to provide all information, make all submissions and take all steps required by all authorities under the laws and all other environmental laws. Tenant's obligations and liabilities under this Article shall survive the termination of this Lease.

#### **ARTICLE XV** **BREACH BY TENANT; TERMINATION OF LEASE**

If the Tenant or any guarantor of this Lease shall neglect or fail to perform or observe any of the covenants herein contained, in the case of a default in the payment of any Basic Rent, Additional Rent, Percentage Rent, if any, or any amounts due pursuant to any Article herein for a period of ten (10) days after the respective payment's due date ("Monetary Default"), or in the case of a default in any other covenant for a period of thirty (30) days after notice from Landlord ("Non-Monetary Default"), or if the estate hereby created shall be taken on execution or other process of law, or if any assignment shall be made of the property of Tenant (or any guarantor of this Lease) for the benefit of creditors, or if the Tenant (or any guarantor of this Lease) files a petition in bankruptcy, is adjudicated insolvent, or bankrupt, petitions or applies to any tribunal for any receiver or trustee, commences any proceeding for any reorganization, arrangement, readjustment of debt, dissolution or liquidation, or if there is commenced against the Tenant (or any guarantor of this Lease), any such proceeding which remains undismissed for a period of sixty (60) days, or if the Tenant (or any guarantor of this Lease), by any act, indicates its consent to, approval of, or acquiescence in, any such proceedings, or the appointment of any receiver or trustee, or suffers any such receivership or trusteeship to continue undischarged for a period of sixty (60) days, or if Tenant shall fail to take possession of the Demised Premises, or shall fail to open the Demised Premises for the conduct of Tenant's business on the Commencement Date (singularly, an "Event of Default") then in any of the said cases the Landlord lawfully may, immediately or at any time thereafter and with demand or notice, exercise any remedy of Landlord under this Lease and/or may enter into and upon the Demised Premises, or any part

thereof, forcibly if necessary, and repossess the same as of the Landlord's former estate, and expel the Tenant and those claiming through or under the Tenant, and remove the effects of both or either (forcibly if necessary) without being deemed guilty of any manner of trespass and without prejudice to any remedies for arrears of rent or preceding breach of covenant and, if Landlord so elects, may sell such effects at public auction or private sale and apply the net proceeds to the payment of all sums due to Landlord from Tenant, if any, and pay over the balance to Tenant. Upon any Event of Default or entry as aforesaid, at Landlord's option, the Tenant's estate and possession and/or this Lease shall terminate and the Landlord, in addition to its remedies set forth above, shall have all other remedies which it may be entitled to at law or in equity. Tenant hereby waives and surrenders all rights and privileges which it might have under or by reason of any present or future law to redeem the Demised Premises or to have continuance of this Lease for the Term hereby granted after being disposed or ejected therefrom by process of law or under the terms of this Lease.

Notwithstanding the foregoing to the contrary, in the event of a Monetary Default, Tenant shall be entitled to receive two (2) notices from Landlord in each rolling 365 day period (not calendar year) informing Tenant of such default prior to Landlord exercising its remedies as set forth in this Lease or at law.

## **ARTICLE XVI** **LANDLORD'S REMEDIES**

Section 16.1. Damages and Indemnification. If this Lease shall be terminated as provided in Article XV hereof, Tenant shall forthwith pay to Landlord as damages, in addition to all sums which were due prior to the date of such termination, a sum equal to the amount by which the Basic Rent for the remainder of the Term hereof exceeds the fair rental value of the Demised Premises for the remainder of the Term hereby granted; and in addition thereto will further indemnify Landlord during the remainder of the Term against all loss of Basic Rent due for the remainder of the Term hereby leased, suffered by reason of such termination, first deducting any damages paid as provided above, the loss of such rent, if any, for each month during the remainder of the Term hereof to be paid at the end of each month. For the purposes of computing damages payable hereunder, it is agreed that there shall also be payable to Landlord, as damages, at the time of such termination, the product of the total of (a) the Tenant's share of common charges and expenses and Shopping Center insurance expenses due from or paid by Tenant in respect of the year in which such termination occurs, and (b) Tenant's share of real estate taxes due from or paid by Tenant in respect of the year during which such termination occurs, times the number of years remaining in the Term hereof, it being assumed that the amount of such charges and expenses and real estate taxes so payable for the said calendar year during which



termination occurs would have remained constant for each subsequent year of the full term hereby granted.

Section 16.2. Additional Expenses of Landlord. Tenant also agrees (a) to indemnify and save Landlord harmless from and against all reasonable expenses which Landlord may incur by reason of such termination and the cost of putting the Demised Premises in good order to prepare the same for rental to other tenants, and (b) that Landlord may (i) re-let the Demised Premises, or any portion thereof, either in the name of Landlord or otherwise for a period which may, at Landlord's option, be less than or exceed the period which would otherwise have constituted the balance of the Term, and (ii) grant concessions or free rent. The failure of Landlord to re-let the Demised Premises or any portion thereof shall not release or affect Tenant's liability for damages. Any suit brought to collect the amount of deficiency for any month shall not prejudice in any way the right of Landlord to collect any deficiency for any subsequent month by a similar proceeding. Landlord may make such alterations, repairs, replacements and decorations to the Demised Premises as Landlord, in Landlord's sole judgment, considers advisable or necessary for the purpose of re-letting the Demised Premises, and the making of such alterations, repairs, replacements or decorations shall not operate or be construed to release Tenant from liability hereunder. Landlord shall not be liable for failure to relet the Demised Premises, or, if the Demised Premises are relet for failure to collect the rent due under such reletting

Section 16.3. Costs of Collection; Tenant's Property. In the event of any default by Tenant hereunder, Tenant will reimburse Landlord for all expenses and reasonable attorneys' fees incurred by Landlord in collecting any amount due from Tenant, curing any default of Tenant or in obtaining possession of, or in re-letting the Demised Premises; and Tenant shall pay all attorneys' fees and expenses arising out of any litigation in which Landlord shall become involved by reason of default, act, failure to act or negligence of Tenant or anyone acting under Tenant, in which it is finally determined that Tenant or anyone acting under Tenant shall have been so negligent. Tenant further agrees that if, on termination of this Lease by expiration or otherwise, Tenant shall fail to remove any of its property from the Demised Premises, the same shall be conclusively deemed to have been abandoned and Landlord shall be authorized, at its sole option, and in Tenant's name and on behalf, either (a) to cause such property to be removed and placed in storage for the account of and at the expense of Tenant, or (b) to sell such property at public or private sale, with or without notice, and to apply the proceeds thereof, after the payment of all expenses of removal, storage and sale, to the indebtedness, if any, of Tenant to Landlord, the surplus, if any, to be paid to Tenant.

Section 16.4. Restraint of Violations. In addition to all other remedies provided in this Indenture of Lease, Landlord shall be entitled to restrain by injunction or otherwise, any violation, or any attempted or threatened violation, of any of the covenants, conditions, or provisions of this Lease.

Section 16.5. No Surrender of Demised Premises. No act or thing done by Landlord during the Term hereof shall be deemed an acceptance of a surrender of the Demised Premises and no agreement to accept such surrender shall be valid, unless in writing signed by Landlord. The delivery of keys to any employee of Landlord or to Landlord's agents shall not operate as a termination of the Lease or a surrender of the Demised Premises.

**ARTICLE XVII**  
**ADDITIONAL RIGHTS OF LANDLORD**

Section 17.1. Cumulative Remedies. The specified remedies to which Landlord may resort under the terms of this Lease are cumulative, are not intended to be exclusive of any other remedies or means of redress to which Landlord may be lawfully entitled in case of any breach of threatened breach by Tenant of any provision of this Lease, and are in addition to any now or hereafter existing in law, in equity, or by statute.

Section 17.2. Holdover. If the Tenant remains in the Demised Premises beyond the expiration of this Lease, such holdover shall be without right and shall not be deemed to create any tenancy, but the Tenant shall be a tenant at sufferance only and Landlord shall be entitled to collect, in addition to any other remedies or amounts due under the terms of this Lease, an amount equal to one and one-half times (1 ½) the Basic Rent during the first month of such holdover and two (2) times the Basic Rent for each month of holdover thereafter.

Section 17.3. Interest Due on Tenant Defaults. If Tenant fails to pay the full amount of any basic or additional rent, or to make any other payment required after any applicable grace period, or fails to perform any act required of Tenant hereunder after any applicable grace period, Landlord shall have the right to collect the amount of such overdue payment or to perform such act on behalf of Tenant and to collect from Tenant interest on the amount of such payment or the cost of such performance on behalf of Tenant, as of the expiration date of applicable grace periods, computed at a rate per annum equal to the sum of the "prime rate" so-called charged by Bank of America or its successor from time to time on ninety (90) day commercial loans to substantial and responsible commercial borrowers plus two percent (2%). Tenant shall also be obligated to pay to Landlord all interest accrued on any past due amounts (together with the interest already accruing thereon).

Section 17.4. Relocation. Intentionally Omitted.

**ARTICLE XVIII**  
**QUIET ENJOYMENT**

Upon Tenant's paying the rents and other charges due hereunder, and performing and observing all of the other agreements, conditions and covenants to be performed and observed hereunder, Tenant shall and may peaceably and quietly have, hold and enjoy the Demised Premises during the Term hereof without any manner of hindrance or interference from Landlord or from any other person claiming under or through Landlord, subject, however, to the terms of this Lease (including, without limitation, those title matters set forth in Article I hereof and any mortgage which may be superior to this Lease).

**ARTICLE XIX**  
**INABILITY TO PERFORM**

Except as otherwise expressly provided herein, this Lease and the obligations of Landlord and Tenant to perform all of the covenants, agreements, terms, provisions and conditions herein contained shall in no way be affected, impaired or excused because either party is unable to supply or is delayed in supplying any service to be supplied hereunder or is unable to make or is delayed in making any repairs or replacements by reason of strikes or labor troubles, unavailability of materials or for any other similar or dissimilar cause whatsoever beyond either parties reasonable control (including, but not limited to, governmental preemption in connection with a national emergency or by reason of any rule, order or regulation of any governmental agency or any department of subdivision thereof, or by reason of the conditions of supply and demand which have been or are affected by war, hostilities or other similar or dissimilar emergency), provided that in each such instance of inability of either party to perform, either party shall exercise due diligence to eliminate the cause of such inability or to secure alternate sources of supply.

**ARTICLE XX**  
**LIMITATION OF LANDLORD'S LIABILITY**

The term "Landlord" as used in this Lease, so far as covenants or obligations to be performed by Landlord are concerned, shall be limited to mean and include only the owner or owners at the time in question of the Demised Premises, and in the event of any transfer or transfers of title to said property, the Landlord (and in case of any subsequent transfers or conveyances, the then grantor) shall be concurrently, freed and relieved from and after the date of such transfer or conveyance, without any further instrument or agreement, of all liability as respects the performance of any covenants or obligations on the part of the Landlord contained in this Lease thereafter to be performed, it being intended hereby that the covenants and obligations contained in this Lease on the part of Landlord, shall, subject as aforesaid, be binding on the Landlord, its successors and assigns, only during and in respect of their respective successive periods of ownership of said leasehold interest or fee, as the case may be. Tenant, its successors and assigns, shall not assert nor seek to enforce any claim for breach of this Lease against any of Landlord's assets other than Landlord's interest in the Shopping Center and in the rents, issues

and profits thereof, and Tenant agrees to look solely to such interest for the satisfaction of any liability or claim against Landlord under this Lease, it being specifically agreed that in no event whatsoever shall Landlord (which term shall include, without limitation, any trustees, beneficiaries, officers, directors, or stockholders of Landlord) ever be personally liable for any such liability.

**ARTICLE XXI**  
**NOTICE OF LEASE**

The Tenant agrees that it will not record this Lease. Both parties shall, upon request of either and at the expense of the requesting party, execute and deliver a Memorandum of this Lease in such recordable form as may be permitted by applicable statute.

**ARTICLE XXII**  
**ESTOPPEL CERTIFICATES**

Landlord and Tenant agree, at any time and from time to time, upon not less than ten (10) business days' prior written request by the other, to execute, acknowledge and deliver to the requesting party a statement in writing certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same are in full force and effect as modified and stating the modifications), that to the knowledge of such party no uncured defaults exist hereunder (or if any such defaults exist, specifying the same), and the dates to which the rent and other charges due hereunder have been paid in advance, if any, it being intended that any such statement delivered pursuant to this Article may be relied upon by any prospective purchaser or mortgagee of, or assignee of any mortgage upon, the Shopping Center. Tenant agrees that if it shall fail at any time to execute, acknowledge and deliver any such instrument within ten (10) days after request, then Landlord may execute, acknowledge and deliver such instrument as the attorney-in-fact of Tenant; and Tenant hereby makes, constitutes, and irrevocably appoints Landlord its attorney-in-fact for that purpose.

**ARTICLE XXIII**  
**MISCELLANEOUS PROVISIONS**

Section 23.1. Security Deposit. Intentionally deleted.

Section 23.2. Counterparts; Captions and Headnotes. This Lease may be executed in one or more counterparts, all of which are identical, and any one of which is to be deemed to be complete in itself and may be introduced in evidence or used for any purpose. The captions and headnotes throughout this Lease are for convenience or reference only, and shall in no way be held or deemed to define, limit, explain, describe, modify or add to the interpretation, construction or meaning of any provision of this Lease.

Section 23.3. Partial Invalidity of Unenforceability. The invalidity of one or more of the provisions of this Lease shall not affect the remaining portions of this Lease; and, if any one or more of the provisions of this Lease should be declared valid by final order, decree or judgment of a court of competent jurisdiction, this Lease shall be construed as if such invalid provisions had not been included in this Lease.

Section 23.4. Non-Waiver Provision. No assent, express or implied, by either party to any breach of any agreement or condition herein contained on the part of the other to be performed or observed, and no waiver, express or implied, of any such agreement or condition, shall be deemed to be a waiver of or assent to any succeeding breach of the same of any other agreement or condition; the acceptance by the Landlord of rent or other payment hereunder or silence by the Landlord as to any breach shall not be construed as waiving any of the Landlord's rights hereunder unless such waiver shall be in writing. No payment by the Tenant or acceptance by the Landlord of a lesser amount than shall be due to Landlord from Tenant shall be deemed to be anything but payment on account, and the acceptance by the Landlord of a check for a lesser amount with an endorsement or statement thereon or upon a letter accompanying such check that said lesser amount is payment in full shall not be deemed an accord and satisfaction, and the Landlord may accept such check without prejudice to recover the balance due or to pursue any other remedy.

Section 23.5. Governing Law. This Lease shall be governed by and construed and enforced in accordance with the laws of the state in which the Demised Premises are located.

Section 23.6. Landlord-Tenant Relationship. The Landlord and Tenant are not creating a joint venture or partnership by the provisions of the Lease and they are and at all times shall remain in the relationship of Landlord and Tenant.

Section 23.7. Construction of Certain Terms. As used in this Lease, the word "person" shall mean and include where appropriate, any individual, corporation, partnership or other entity; the plural shall be substituted for the singular, and the singular for the plural, where appropriate; and words of any gender shall mean and include any other gender.

Section 23.8. Execution. The covenants and agreements of this Lease shall, subject to the terms of this Lease to the contrary, be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, as the case may be.

Section 23.9. Confidentiality. Landlord and Tenant shall not disclose any information herein or in connection with either party's relationship with each other without either party's prior written consent.

Section 23.10. Respective Obligations and Expense. Unless specifically set forth herein to the contrary, all obligations of Landlord shall be at Landlord's sole cost and expense and all obligations of Tenant shall be at Tenant's sole cost and expense.

Section 23.11. Broker. Tenant warrants and represents to Landlord that it has caused or incurred no claims for brokerage commissions or finder's fees in connection with the execution of this Lease. Tenant shall indemnify and hold Landlord harmless against and from all liabilities arising from any claim or demand by any other broker or agent in connection with this Lease who claims entitlement to a fee or commission on account services rendered to Tenant including without limitation the cost of a reasonable attorney's fees in connection therewith.


Section 23.12. Guaranty. As a condition to this Lease being executed by Landlord, State Road Liquor Mart, Inc. (the "Guarantor") is concurrently herewith executing a Guaranty of Lease in the form of Exhibit D which guaranties Tenant's obligations under this Lease.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Lease under seal as of the date and year first above written.

LANDLORD:

LINEAR RETAIL READING #1, LLC

By:   
Name: William J. Beckeman  
Title: President

Attest:   
Aubrey Cannuscio

TENANT:

BUSA'S READING LIQUORS, Inc.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest: \_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Lease under seal as of the date and year first above written.

LANDLORD:

LINEAR RETAIL READING #1, LLC

By: \_\_\_\_\_

Name: William J. Beckeman

Title: President

Attest: \_\_\_\_\_

TENANT:

BUSA'S READING LIQUORS, Inc.

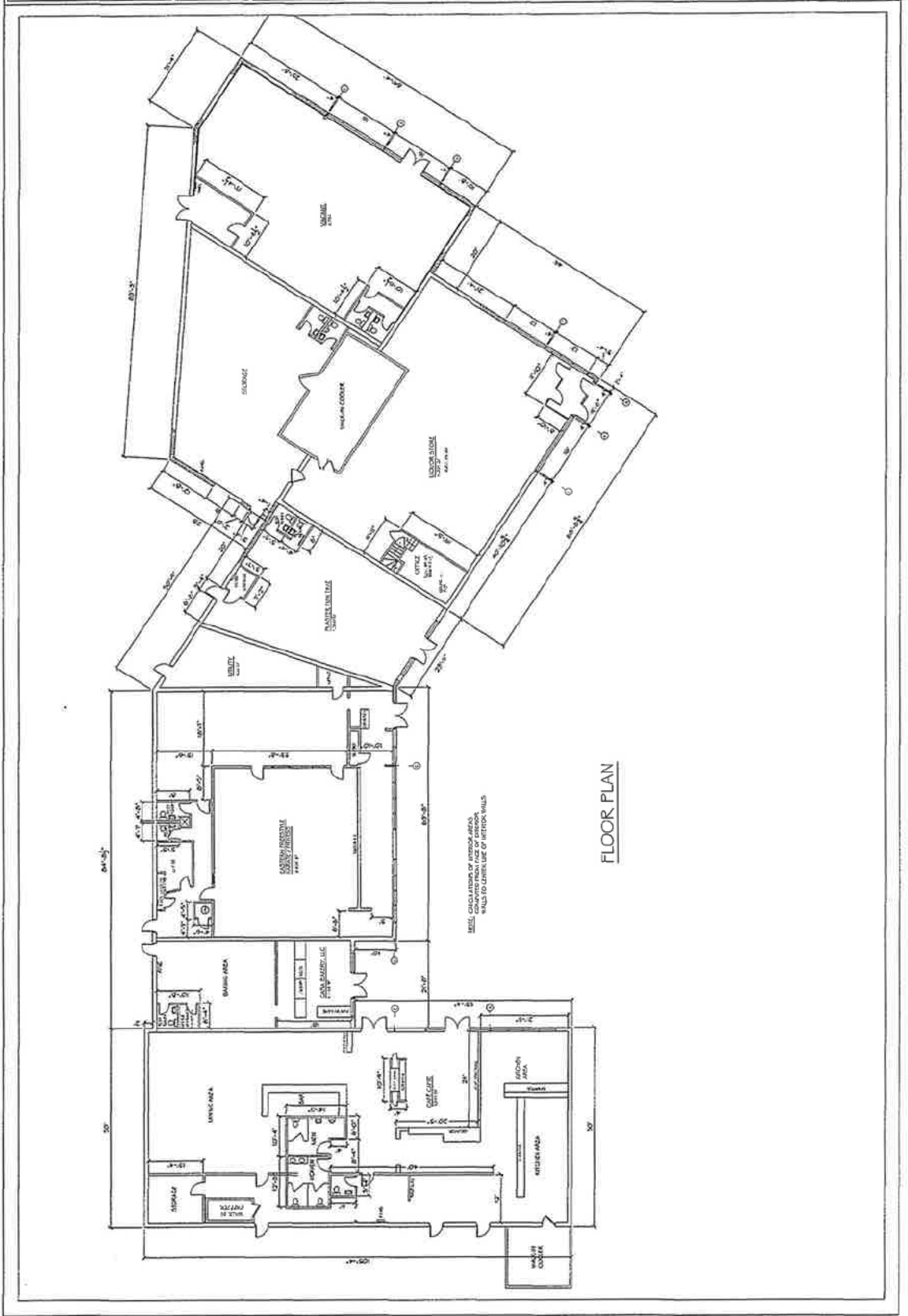
By: *Samuel Busa*

Title: *President*

Attest: *Patricia D'Amico*



**EXHIBIT A**  
**PREMISES/ DEED**



FLOOR PLAN

NOTE: CALCULATION OF INTERIOR AREA  
 OBTAINED FROM FACE OF STRUCTURE.  
 SEE TO LEVEL USE OF METRIC UNITS.

**EXHIBIT B**  
**LANDLORD'S WORK**

Landlord agrees to perform and construct at Landlord's expense in calendar 2008 the following scope of work ("Landlord's Work"):

1. Install Eight (8) shade trees according to the attached scope or a reasonable substitute that satisfies the obligation of Seller with The Town for the occupancy permit obtained for Sherwin Williams.
2. Make renovations to or replace the pylon sign according to the attached diagram with Tenant receiving the top position.
3. Make façade renovations at a cost equal to or greater than \$80,000.
4. Repaint the rear of the Shopping Center
5. Repave the parking area on the attached plan and scope at a cost equal to or greater than \$40,000.

**TENANT'S WORK**  
**EXHIBIT "C"**

Intentionally Deleted.

**FORM OF GUARANTY**  
**EXHIBIT "D"**

**GUARANTY OF LEASE**

WHEREAS, simultaneously with the execution of this Guaranty, \_\_\_\_\_ a Massachusetts limited liability company ("Landlord"), having an office in care of Linear Retail Properties, LLC, Five Burlington Woods Drive, Burlington, MA 01803 and \_\_\_\_\_, a \_\_\_\_\_, having a principal office at \_\_\_\_\_ ("Tenant"), are entering into a certain Lease (the "Lease") dated as of \_\_\_\_\_, 200\_\_ affecting space in the building located at \_\_\_\_\_, \_\_\_\_\_; and

WHEREAS, the Guarantor is a principal of Tenant, and therefore has a substantial financial interest in Tenant and is deriving a direct benefit from the existence of the Lease.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and as a material inducement to Landlord to execute the Lease, the undersigned agrees as follows:

1. Guaranty. The undersigned Guarantor hereby absolutely, unconditionally, and irrevocably guarantees the full and timely performance by Tenant of each and every term, condition and covenant to be performed by Tenant under the Lease, including without implied limitation the Tenant's obligation to pay such rents, charges, costs and impositions as are set forth in the Lease. Guarantor further agrees to defend with counsel acceptable to Landlord, and to indemnify and save Landlord harmless from and against any and all loss, cost, damage or liability arising out of any breach by Tenant of any of the terms, conditions and covenants of the Lease, or out of any breach of warranty or misrepresentation made by Tenant under the Lease or heretofore or hereafter made to Landlord, including reasonable attorneys' fees and any other costs incurred by Landlord in connection therewith.

2. Direct Enforcement. The undertakings contained in this Guaranty shall be the personal liability of Guarantor. Guarantor acknowledges that after any event of default by Tenant in the performance of any term, condition or covenant of the Lease, the liability of Guarantor under this Guaranty shall be primary and that, in the enforcement of its rights, Landlord shall be entitled to look to Guarantor for the performance of the obligations of Tenant which Guarantor has guaranteed, without first commencing any action or proceedings against Tenant, and likewise, enforcement of Landlord's rights against Tenant shall not impair the right of Landlord to enforce this Guaranty, and any such action by Landlord shall not operate as a release of the liability of Guarantor under this Guaranty. The guaranteed obligations include both payment and performance. The obligations of the Guarantor shall be absolute and unconditional and shall remain in full force and effect until all amounts due pursuant to the Lease have been paid in full and all of Tenant's obligations thereunder have been performed in full.

3. Guarantor's Performance of Tenant's Obligations. Guarantor agrees that, in addition to any other rights given to Landlord hereby, in the event of any default by Tenant in the performance of any term, condition or covenant of the Lease, it will forthwith cause Tenant to, or will itself, pay, perform and observe said term, condition or covenant of the Lease.

4. Subrogation. From and after the occurrence of any default and the expiration of any applicable notice and/or cure period (if any is required under Article XV of the Lease) by Tenant in the performance of any term, condition, covenant or obligation under the Lease, Guarantor agrees that Guarantor will not accept or receive any dividend, payment

or reimbursement from Tenant, including any payment on account of any indebtedness from Tenant to Guarantor, and that if Guarantor does then receive any such dividend, payment or reimbursement the same shall be held in trust for Landlord and forthwith will be turned over to Landlord in the form received.

5. Financial Condition. Guarantor agrees from time to time, upon Landlord's request, to deliver to Landlord forthwith Guarantor's financial statements. All financial statements heretofore delivered to Landlord by Guarantor are, and all financial statements hereafter delivered to Landlord by Guarantor will be, true and correct in all material respects and fair presentations of the financial condition of Guarantor as of the date thereof, prepared in accordance with generally accepted accounting practices. No material adverse change has occurred in the financial condition of Guarantor since the date of the financial statements heretofore delivered to Landlord.

6. Waivers. Guarantor agrees that none of its obligations and no rights against Guarantor hereunder shall in any way be discharged, impaired otherwise affected by any extension of time for, or by any partial or complete waiver of the performance of any of Tenant's obligations under the Lease, or by any other alteration, amendment, assignment, expansion, extension or modification in or to the Lease, or by any release or waiver of any term, covenant or condition of the Lease, or by any delay in the enforcement of any rights against Tenant, Guarantor or any other person or entity under the Lease. Without limitation, Guarantor agrees that the Lease may be altered, amended, assigned, expanded, extended or modified from time to time on such terms and provisions as may be satisfactory to Landlord without notice to or further assent by Guarantor, and Guarantor hereby waives notice of acceptance of this Guaranty, notice of any obligations guaranteed hereby or of any action taken or omitted in reliance hereon, and notice of any defaults of Tenant under the Lease and waives presentment, demand for payment or performance, protest, notice of dishonor, nonpayment or nonperformance of any such obligations, suit or taking other action by Landlord against, and any other notice to, any party liable thereon and waives suretyship defenses generally, other than full and timely payment and performance of all obligations hereby guaranteed, and Guarantor agrees to cause Tenant to preserve the enforceability of all instruments hereby guaranteed, as modified with Landlord's consent, and to cause Tenant to refrain from any act or omission which might be the basis for a claim that Guarantor has any defense to Guarantor's obligations hereunder, exclusive only of the defense that Tenant has fully and timely paid and performed all obligations hereby guaranteed. No invalidity, irregularity or unenforceability of all or any part of such obligations or of any security therefor and no insolvency, bankruptcy, liquidation proceeding or dissolution affecting Tenant or Guarantor shall affect, impair or be a defense to this Guaranty. The liability of the Guarantor hereunder is primary and unconditional and shall not be subject to any offset, defense (other than the defense of full and timely payment and performance) or counterclaim of Guarantor.

7. Enforceability. Guarantor represents that this Guaranty, and the Lease hereby guaranteed, as originally delivered and as modified, amended or supplemented, have been duly authorized and are the legal, valid and binding obligations of Guarantor and Tenant, enforceable in accordance with their respective terms, and Guarantor further agrees that no invalidity of any such Guaranty shall affect or impair Guarantor's liability under this Guaranty.

8. Recourse. This instrument is intended to be fully effective in accordance with its terms notwithstanding any exculpatory provisions inconsistent herewith contained in the Lease.

9. **JOINT AND SEVERAL LIABILITY.** IF MORE THAN ONE PARTY EXECUTES THIS GUARANTY THE TERM GUARANTOR SHALL MEAN ALL OF THEM, AND EACH OF THEM SHALL BE JOINTLY AND SEVERALLY LIABLE HEREUNDER.

10. **Notices.** All notices or other communications required or provided to be sent by either party shall be in writing and shall be deemed duly given if sent either (a) by registered or certified mail, postage prepaid, return receipt requested, or (b) by overnight mail service as provided by the U.S. mail or by a nationally recognized private common carrier with provisions for receipt of delivery, or (c) by hand. All notices shall be addressed as follows:

To Landlord: c/o Linear Retail Properties, LLC  
Five Burlington Woods Drive  
Burlington, MA 01803  
Attn: William Beckeman

with copies to: Lerner & Holmes PC  
Two Center Plaza, Suite 415  
Boston, MA 02108  
Attn: Daniel P. Holmes, Esq.

To Guarantor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All such notices shall be effective when received.

Any address or name specified above may be changed by notice given to the addressee by the other party in accordance with provisions above. The inability to deliver notice because of a changed address of which no notice was given as provided above, or because of rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept. Any notice to be given by any party hereto may be given by the counsel for such party.

10. **Successors and Assigns.** This Guaranty shall be binding upon Guarantor and his successors or assigns, and shall inure to the benefit of Landlord, its successors or assigns. Guarantor agree that this Guaranty shall be assignable by Landlord in connection with an assignment of Landlord's interest in the Lease. The benefit of this Guaranty shall extend to any successor of Landlord as owner of the Property (or any portion thereof).

11. **Applicable Law.** This instrument shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

12. **Effective Date.** This Guaranty is effective as of the date of the Lease.

13. **Limited Guaranty.** Notwithstanding anything to the contrary set forth in this Guaranty, Guarantor's monetary liability hereunder shall not exceed an amount which is equal to one year of Tenant's total rent obligations (Basic Rent and all additional rent payable under the Lease) at the time of collection.

Executed as a sealed instrument as of the \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

GUARANTOR:

[INSERT CORPORATE GUARANTOR]

By: \_\_\_\_\_  
Name:  
Title:

Commonwealth of Massachusetts    )  
  ) ss.  
County of \_\_\_\_\_                    )

On this \_\_\_\_\_ day of \_\_\_\_\_ 2008, before me, the undersigned notary public, personally appeared \_\_\_\_\_, as \_\_\_\_\_ for \_\_\_\_\_ a \_\_\_\_\_, proved to me through satisfactory evidence of identification, which was a valid driver's 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.

\_\_\_\_\_  
Notary Public:  
My Commission Expires:



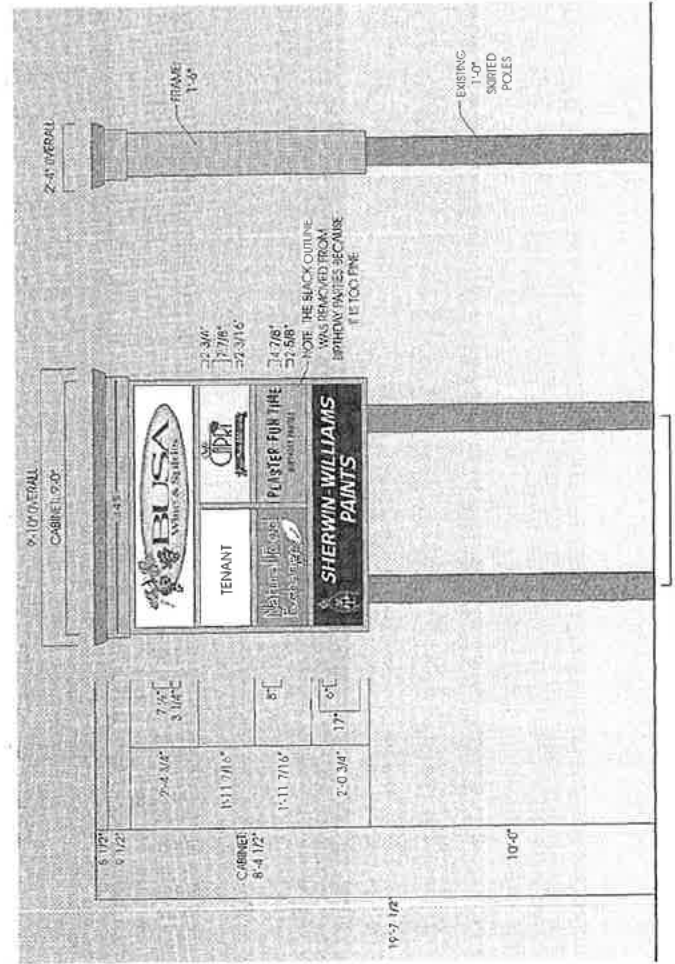
**SIGNAGE**  
**EXHIBIT "E"**



**(A) PROPOSED**  
NOT TO SCALE



**(B) EXISTING**  
NOT TO SCALE



**(C) LAYOUT - FRONT**  
SCALE: 1/4" = 1'-0"

**(D) LAYOUT - SIDE**  
SCALE: 1/4" = 1'-0"

**SPECIFICATIONS**  
CITY = 1 SO FT = 75.0

REFURBISH DOUBLE FACED INTERNALLY ILLUMINATED PYLON SIGN

- CAP**
- 603 ALUMINUM PAINTED GRAY PMS 428 C AND GRAY PMS 430 C
  - ADDRESS NUMERALS AND STRIPE TO BE APPLIED DARK GRAY
  - CRABBLE VINYL
- CABINET**
- CABINET FACED WIDE FAB FRAME
  - PAINT 2 1/2" FLAT REBARBERS, 2 1/2" DIVIDER BARS AND SIDES
  - GRAY PMS 428 C
  - 3/16" WHITE LEXAN FACE WITH TRANSLUCENT VINYL GRAPHICS
  - EXISTING 1" SKRID POLES
  - SAND PRIME AND PAINT GRAY PMS 430 C

**NOTE:**  
BUS A WINE & SPIRITS  
WAS REMOVED FROM  
EPHOXY PANELS BECAUSE  
IT IS TOO FINE.

**NOTE:**  
VECTORIZED ARTWORK IS REQUIRED FOR FINAL PRODUCTION OF GRAPHIC  
ELEMENTS IF VECTORIZED ARTWORK CAN NOT BE PROVIDED ADDITIONAL  
DESIGN TIME CHARGE MAY BE INCURRED.

COLORS & MATERIALS	
<b>PAINT</b>	<b>VINYL (CONT'D)</b>
SKIN GRAY PMS 428 C	NATURAL FOOD EXCHANGE PLASTER FIN TIME
SKIN GRAY PMS 430 C	YELLOW 3M 3350-15
SKIN GRAY PMS 428 C	3M 3350-136
SKIN GRAY PMS 430 C	BLACK 3M 3350-22
DIGITAL SCOTCHPRINT	3M 3350-33
TRANSLUCENT	VIB GREEN 3M 3350-166
SHERWIN WILLIAMS	3M 3350-33
3M 3350-33	3M 3350-147
3M 3350-33	3M 3350-44
3M 3350-33	ORANGE 3M 3350-126
3M 3350-33	PUM PLUM 3M 3350-119
3M 3350-33	INFUSE MASTERA 3M 3350-119
3M 3350-33	3M 3350-167
3M 3350-33	3M 3350-167
3M 3350-33	BLACK 3M 3350-22
3M 3350-33	3M 3350-22

Summit Realty  
6 Millia Drive  
Leffington, MA

Project: 13208  
Reading Plaza  
Exterior Signage Package  
Saler: Ed Tawby  
Date: 03.08.07  
Designer: PJM

**Note:**  
This is an original unaltered drawing created by Poyant Signs, Inc. It is submitted to you for your personal use in connection with the project. It is not to be shown to anyone outside your organization, nor is it to be reproduced, copied or exhibited in any fashion until terminated.

Revisions:  
3.16.07, LB  
01.25.09 PJM

Approved By:  
Date:  
Pylon Sign

Sign Elevation  
SIGN TYPE 1 D  
1 D.1



**FIRST AMENDMENT TO INDENTURE OF LEASE**

THIS FIRST AMENDMENT TO INDENTURE OF LEASE (this "First Amendment") is made as of the 15<sup>th</sup> day of July, 2016 (the "Effective Date"), by and between LINEAR RETAIL READING #1 LLC, a Massachusetts limited liability company, having an address in care of Linear Retail Properties, LLC, Five Burlington Woods Drive, Burlington, MA 01803 ("Landlord"), and HT READING LIQUORS LLC d/b/a Wine & Spirits, a Massachusetts limited liability company, with an address of 9 Chausse Drive, Methuen, MA 01844 ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Busa's Reading Liquors, Inc., Tenant's predecessor in interest, entered into a certain Indenture of Lease March 31, 2008 (the "Lease"), with respect to certain premises located at 345 Main Street, Reading, Massachusetts (the "Premises"); and

WHEREAS, Landlord and Tenant desire to amend the Lease to make certain modifications to the Lease, all upon the terms and provisions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Capitalized terms not otherwise expressly defined herein shall have the meanings ascribed to them in the Lease.

2. Extended Term. Tenant hereby exercises its option for a second Extended Term as set forth in Section 3.5(ii) of the Lease, which exercise is binding upon Tenant and shall not be subject to the six (6) month termination right set forth in said Section 3.5. With respect to the third through fifth Extended Terms set forth in clauses (iii) through (v) of said Section 3.5, the Lease is hereby amended such that the Lease shall automatically renew itself unless Tenant provides Landlord with at least twelve (12) months prior written notice of Tenant's intention to terminate the Lease at the expiration of the then-current term.

3. Security Deposit. Section 23.1 of the Lease is hereby amended by deleting "Intentionally deleted therefrom and substituting the following therefor:

"Tenant shall deposit with Landlord the amount of Seventy Thousand Six Hundred Thirty-Six and 56/100 Dollars (\$70,636.56) (the "Security Deposit"). Landlord may, at its option, apply all or part of the Security Deposit to any unpaid Rent or other charges due from Tenant, cure any other defaults of Tenant, or compensate Landlord for any loss or damage which Landlord may suffer due to Tenant's default. If Landlord shall so use any part of the Security Deposit, Tenant shall restore the Security Deposit to its full amount within ten (10) days after Landlord's request. No interest shall be paid on the Security Deposit, no trust relationship is created herein between Landlord and Tenant with respect to the Security Deposit, and the Security Deposit may be commingled with other funds of Landlord. Within thirty (30) days of the expiration or termination of this Lease not resulting from Tenant's default, and after Tenant shall have vacated the Premises in the manner required by this Lease, Landlord shall pay to Tenant any balance of the Security Deposit not applied pursuant to this Section 23.1."



4. Security Agreement. To secure Tenant's obligations under this Lease, Tenant hereby grants to Landlord a security interest in Tenant's liquor license for the operation of its business at the Premises (the "Collateral") pursuant to the Massachusetts Uniform Commercial Code (Massachusetts General Laws, c.106) (the "Code"). Tenant hereby warrants and represents to Landlord that (i) except for the security interest granted hereby, Tenant is the owner of the Collateral free from any adverse lien, security interest or encumbrance; (ii) Tenant will defend the Collateral against all claims and demands of all persons at any time claiming the same or any interest therein; (iii) no financing statement covering any Collateral or any proceeds thereof is on file in any public office and at the request of the Landlord, Tenant will join the Landlord in executing one or more financing statements or other documents which may be required to perfect the security interest granted hereby and will pay the cost of filing the same in all public officers wherever filing or recording is deemed by Landlord to be necessary or desirable, and Tenant shall take any other action which may be reasonably required to obtain and perfect such security interest (including using commercial best efforts to obtain approval of the pledge of the Liquor License to Landlord); (iv) Tenant will not sell or offer to sell or otherwise transfer the Collateral or interest therein without the written consent of Landlord, which Landlord may withhold in its sole and absolute discretion. Upon the occurrence of a default under this Lease, Landlord shall have, in addition to all other rights and remedies, the remedies of a secured party under the Code. To the extent permitted by applicable law, upon the occurrence of such a default, Landlord may take possession of the Collateral, or require Tenant to make the Collateral available to Landlord at a place designated by Landlord which is reasonably convenient to both parties, and upon taking possession, make such disposition of the Collateral as it shall see fit. Landlord may apply the net proceeds of any sale of the Collateral or such larger amount as may be required by applicable law, after deducting all costs and expenses of every kind incurred therein or incidental to the retaking, holding, preparing for sale, and the sale of the Collateral including Landlord's reasonable attorney's fees and legal expenses, through the payment of the sums provided herein and only after such application must Landlord account for the surplus, if any. To the extent permitted by applicable law, Tenant shall remain liable to Landlord for the payment of any deficiency at the maximum applicable contract rate.

5. Notices to Tenant. Article XIII of the Lease is hereby amended to provide that Tenant's address for notices shall be HT Reading Liquors LLC d/b/a Wine & Spirits, 9 Chausse Drive, Methuen, MA 01844.

6. Guaranty. Effective upon the Effective Date, the Guaranty of State Liquor Mart, Inc. referenced in Section 23.12 of the Lease is hereby canceled, released, and terminated by Landlord, and that certain Guaranty of Lease of even date herewith of Tarak Patel, Hiram Patel, Bharat Patel, and Mina Patel is substituted therefor, such replacement guaranty to be hereafter deemed the "Guaranty" as such term is used in the Lease.

7. Tenant represents and warrants to Landlord that (a) Tenant is not in default under any of the terms and provisions of the Lease, (b) Landlord is not in default in the performance of any of its obligations under the Lease, (c) Tenant is unaware of any condition or circumstance which, with the giving of notice or the passage of time or both, would constitute a default by Landlord or Tenant under the Lease, and (d) Landlord has paid all building construction allowances provided for under the Lease, if any. Tenant further acknowledges that Tenant has no defense, offset, lien, claim or counterclaim against Landlord under the Lease or against the obligations of tenant under the Lease (including, without limitation, any rentals or other charges due or to become due under the Lease).

8. Tenant represents to Landlord that Tenant has not dealt with any broker or agent in connection with this First Amendment, and no broker or agent negotiated this First Amendment. Tenant agrees to indemnify, defend and hold Landlord, its asset manager, its property manager and their



respective employees, harmless from and against any claims for a fee or commission made by any broker or agent claiming to have acted by or on behalf of Tenant in connection with this First Amendment.

9. It is mutually agreed that all covenants, conditions and agreements set forth in the Lease, as amended hereby, shall remain binding upon the parties and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

10. Except as modified hereby, all other terms and conditions of the Lease shall remain unchanged and in full force and effect and are hereby ratified and confirmed by the parties hereto. This First Amendment shall not be modified except in writing signed by both parties hereto.

11. Any inconsistencies or conflicts between the terms and provisions of the Lease and the terms and provisions of this First Amendment shall be resolved in favor of the terms and provisions of this First Amendment.

12. The submission of this First Amendment shall not constitute an offer and this First Amendment shall not be effective and binding unless and until fully executed and delivered by each of the parties hereto.

13. Tenant represents and warrants for itself that all requisite organizational action has been taken in connection with this transaction, and the individual signing on behalf of Tenant represents and warrants that he has been duly authorized to bind the Tenant by his signature.

14. This First Amendment may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one fully executed original First Amendment, binding upon the parties hereto, notwithstanding that all of the parties hereto may not be signatories to the same counterpart. Additionally, telecopied or scanned signatures may be used in place of original signatures on this First Amendment. Landlord and Tenant intend to be bound by the signatures on the telecopied or scanned document, are aware that the other party will rely on the telecopied or scanned signatures, and hereby waive any defenses to the enforcement of the terms of this First Amendment based on the form of signature.

[SIGNATURES ON FOLLOWING PAGE]



IN WITNESS WHEREOF, Landlord and Tenant have caused this First Amendment to be duly executed, under seal, by persons hereunto duly authorized, on July 15, 2016.


**LANDLORD:**

LINEAR RETAIL READING #1 LLC

By: \_\_\_\_\_  
Name: William J. Beckeman  
Title: President

**TENANT:**

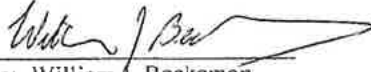
HT READING LIQUORS LLC d/b/a Wine & Spirits

By:   
\_\_\_\_\_  
Name: Tarak Patel  
Title: Manager

IN WITNESS WHEREOF, Landlord and Tenant have caused this First Amendment to be duly executed, under seal, by persons hereunto duly authorized, on July 15, 2016.


**LANDLORD:**

LINEAR RETAIL READING #1 LLC

By:   
Name: William J. Beckeman  
Title: President

**TENANT:**

HT READING LIQUORS LLC d/b/a Wine & Spirits

By:   
Name: Tarak Patel  
Title: Manager



**Linear Retail Reading #1 LLC  
c/o Linear Retail Properties, LLC  
77 South Bedford Street, Suite 401  
Burlington, MA 01803  
Telephone: 781.273.5665**

**CONSENT TO ASSIGNMENT**

As of July \_\_, 2023

HT Reading Liquors LLC  
9 Chausse Drive  
Methuen, MA 01844  
Attn: Tarak Patel

Nilkant 350 Inc. d/b/a "City Wine Spirits and Smoke"  
91 Sidney Street, Suite 315  
Cambridge, MA 02139  
Attn: Nilesh Patel

Re: Property: 345 Main Street, Reading, MA 19867

Landlord: Linear Retail Reading #1 LLC, a Massachusetts limited liability company

Lease: Indenture of Lease dated as of March 31, 2008 by and between Landlord and Busa's Reading Liquors, Inc., predecessor in interest to Assignor, as amended by that certain First Amendment to Indenture of Lease dated as of July 15, 2016 (the "First Amendment") and that certain Second Amendment to Lease dated as of January 20, 2020

Premises: Approximately 5,668 square feet at the Property

Assignor: HT Reading Liquors LLC, a Massachusetts limited liability company d/b/a "Wine & Spirits" with an address of 9 Chausse Drive, Methuen, MA 01844, Attn: Tarak Patel

Assignee: Nilkant 350 Inc., a Massachusetts corporation d/b/a "City Wine Spirits and Smoke" with an address of 91 Sidney Street, Suite 315, Cambridge, MA 02139, Attn: Nilesh Patel

Existing Guarantors: Tarak Patel, Hiram Patel, Bharat Patel, and Mina Patel, each an individual with an address of 9 Chausse Drive, Methuen, MA 01844, jointly and severally

New Guarantors: Nilesh Patel, an individual with an address of 91 Sidney Street, Suite 315, Cambridge, MA 02139, and Divyank Patel, an individual with an address of 300 Emory Road, Mineola, NY 11501, jointly and severally

Date of Assignment: As of the Closing Date (as defined in the APA, defined below)

Ladies and Gentlemen:

Pursuant to terms of the Lease, you have asked for Landlord's consent to the assignment of Assignor's interest in the Lease to Assignee, which is occurring pursuant to the terms of an Asset Purchase Agreement dated March 8, 2023 by and between Assignor, as seller, and Assignee, as buyer, as amended (as amended, the "APA"), and will be effectuated pursuant to an Assignment and Assumption of Lease (the form of which is attached hereto as Exhibit A; the "Assignment") in conjunction with, and contingent upon the closing of, the purchase of Assignor's business at the Premises by Assignee on the Closing Date.

This document (the "Consent") evidences Landlord's consent to (i) the Assignment effective as of the Date of Assignment and (ii) the transfer to Assignee of Assignor's liquor license for the operation of its business in the Premises, upon the following express terms and conditions:

1. Assignee acknowledges and agrees that, effective as of the Date of Assignment, Assignee shall have assumed all of Assignor's obligations under the Lease, as set forth in the Assignment. Effective as of the Date of Assignment, Assignee hereby unconditionally agrees directly with Landlord to be bound by, pay, observe and perform all of the terms, covenants, conditions and obligations of tenant under the Lease from and after the Date of Assignment. Assignee represents that it will operate the Premises for the uses permitted by the Lease under the trade name "City Wine Spirits and Smoke", and for no other use whatsoever. Assignee further acknowledges receipt of a copy of the Lease attached hereto as Exhibit B.
2. Neither the Assignment nor this Consent shall:
  - (a) operate as a consent or approval by Landlord to or of any of the terms, covenants, conditions, provisions or agreements set forth in the Assignment as between Assignor and Assignee, and Landlord shall not be bound thereby;
  - (b) be construed to modify, waive, impair or affect any of the covenants, agreements, terms, provisions or conditions of the Lease, except as expressly set forth herein, or to waive any breach thereof, or any rights of Landlord against any person, firm, partnership, association, limited liability company, or corporation liable or responsible for the performance thereof, or to enlarge or increase Landlord's obligation under the Lease, and all covenants, agreements, terms, provisions and conditions of the Lease are mutually declared to be in full force and effect; or
  - (c) be construed as a consent by Landlord to any further assignments by Assignee or to any subletting of the Premises by Assignee, whether or not the Assignment purports to permit the same.
3. Assignor represents and warrants to Landlord that (a) Assignor is not in default under any of the terms and provisions of the Lease, (b) to Assignor's knowledge, Landlord is not in default in the performance of any of its obligations under the Lease, and (c) Assignor is unaware of any condition or circumstance which, with the giving of notice or the passage of time or both, would constitute a default by Landlord under the Lease. Assignor further acknowledges that Assignor and any party claiming by, through, or under Assignor, have no defenses, offsets, liens, claims or counterclaims

against Landlord under the Lease or against the obligations of Assignor under the Lease (including, without limitation, any rentals or other charges due or to become due under the Lease).

4. This Consent shall not create nor be deemed to be the basis of creating any covenant, representation or warranty, express or implied, on the part of Landlord with respect to the terms of the Assignment, the compliance of the Assignment with the terms of the Lease, Assignee's use and enjoyment of the Premises, the fitness of the Premises for Assignee's purposes, or any other matter arising out of or in connection with the Assignment.
5. Effective upon the Date of Assignment, Assignee shall be responsible for the performance and observance of all the covenants, agreements, terms, provisions, obligations and conditions of tenant arising under the Lease on or after the Date of Assignment, and Assignee shall be liable for all invoices rendered by Landlord for charges incurred by or imposed upon Assignee for any services rendered and materials supplied to the Premises on or after the Date of Assignment (including without limitation invoices for year-end reconciliation charges rendered after the Date of Assignment but relating to a time period prior to the Date of Assignment). Effective upon the Date of Assignment, Landlord hereby releases Assignor from the performance and observance of all the covenants, agreements, terms, provisions, obligations and conditions of tenant under the Lease, provided, however, that Assignor shall not be so released with respect to matters first arising prior to the Date of Assignment, and that Assignor shall continue to be responsible in accordance with the terms of the Lease with respect to such matters.
6. This Consent is not assignable, nor shall this Consent be deemed a consent to any amendment or modification of the Assignment without Landlord's prior written consent.
7. Assignor and Assignee covenant and agree that under no circumstances shall Landlord be liable for any brokerage commission, other than for any broker purporting to represent Landlord, or other charge or expense in connection with the Assignment, and Assignor and Assignee agree to indemnify Landlord against same and against any cost or expense (including, but not limited to, attorneys' fees) incurred by Landlord in connection with any claim for any such brokerage commission.
8. Assignee agrees, at its expense, to maintain at all times during its occupancy of the Premises or any other space at the Property, the insurance policies required to be maintained by the tenant pursuant to the terms of the Lease. On the date hereof, Assignee shall deliver to Landlord an insurance company certificate evidencing Assignee's maintenance of the insurance required by the Lease.
9. Effective as of the Date of Assignment, Assignor hereby assigns all of its right, title, and interest in and to its security deposit (currently in the amount of \$70,636.56) to Assignee, and Assignee accepts such assignment. From and after the Date of Assignment, Landlord shall continue to hold (and apply) such security deposit in accordance with the terms of Section 23.1 of the Lease (as modified by Paragraph 3 of the First Amendment). For the avoidance of doubt, the amount of such security deposit will be paid from Assignee to Assignor on the Date of Assignment pursuant to Section 6(b) of the APA.
10. As a condition to the effectiveness of this Consent, Landlord, Assignee, and New Guarantors shall, simultaneously herewith, execute and deliver a Third Amendment to Indenture of Lease in the form

of Exhibit C attached hereto (the "Third Amendment"), which Third Amendment is effective as of the Date of Assignment.

11. As a condition to the effectiveness of this Consent, New Guarantors shall, simultaneously herewith, execute and deliver to Landlord a Guaranty of Lease in the form of Exhibit D attached hereto and made a part hereof, which Guaranty of Lease is effective as of the Date of Assignment. Reference is hereby made to that certain Guaranty of Lease dated as of July 15, 2016, made by Existing Guarantors in favor of Landlord, guarantying the obligations of Assignor under the Lease (the "Existing Guaranty"). All of the parties hereto acknowledge and agree that, effective as of the Date of Assignment the Existing Guaranty and all obligations and undertakings of Existing Guarantors to Landlord under and pursuant to the Existing Guaranty automatically shall be cancelled, released and terminated, provided, however, that Existing Guarantors shall not be so released with respect to matters first arising prior to the Date of Assignment, and that Existing Guarantors shall continue to be responsible in accordance with the terms of the Existing Guaranty with respect to such matters.
12. As a condition to the effectiveness of this Consent, Assignee shall, on or prior to August 8, 2023, apply for transfer of the Liquor License and apply for the Tobacco License (as such terms are defined in the APA). Assignee shall provide written confirmation to Landlord that it has applied for such licenses within three (3) business days after the submittal of the same to the applicable governmental authorities.
13. As a condition to the effectiveness of this Consent, Assignee shall, simultaneously herewith, pay to Landlord its attorneys' fees incurred in connection with the drafting and negotiation of this Consent, in the amount of \$2,500.00.
14. Notwithstanding any provisions of the Lease to the contrary, the parties hereto acknowledge and agree that any future assignments of the Lease or subletting of the Premises shall be governed by Section 9.6 of the Lease.
15. Within ten (10) days after the Date of Assignment, Assignee shall deliver a fully executed copy of the Assignment to Landlord. In the event that the Closing (as defined in the APA) does not occur for any reason and the APA is terminated by Assignor and Assignee, this Consent shall be null and void and of no further force and effect.
16. In the event of any conflict between the terms and provisions of the Lease and the terms and provisions of the Assignment, the terms and provisions of the Lease shall control, unaffected by the Assignment. In the event of any conflict between the terms and provisions of this Consent and the Assignment, the terms and provisions of this Consent shall control. In the event of any conflict between the terms and provisions of this Consent and the provisions of the Lease, the terms and provisions of this Consent shall control.
17. Any notice to tenant required under the Lease shall be effective if given to Assignee at the address provided above, unless Assignee shall have advised Landlord of a change in such address by notice to Landlord delivered via certified or registered US Mail or by nationally recognized overnight courier (e.g., FedEx, UPS, or DHL).

18. This Consent shall be construed in accordance with the laws of the Commonwealth of Massachusetts, contains the entire agreement of the parties hereto with respect to the subject matter hereof, and may not be changed or terminated orally or by course of conduct, but only by a written agreement signed by the party against whom enforcement is sought.
19. This Consent may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one fully executed original Consent, binding upon the parties hereto, notwithstanding that all of the parties hereto may not be signatories to the same counterpart. Additionally, telecopied, digital, or scanned signatures may be used in place of original signatures on this Consent. The parties hereto intend to be bound by the signatures on the telecopied, digitally executed, or scanned document, are aware that the other party will rely on the telecopied, digital, or scanned signatures, and hereby waive any defenses to the enforcement of the terms of this Consent based on the form of signature.
20. This Consent shall not be effective until executed by Landlord, Assignor, Assignee, and each of the New Guarantors.

The execution of a copy of this Consent by all the parties hereto shall indicate their joint and several confirmation of the foregoing conditions and their agreement to be bound thereby.

HT Reading Liquors LLC  
Nilkant 350 Inc.  
As of July \_\_\_, 2023  
Page 6

This consent shall be null and void unless a duly countersigned copy is returned to Landlord not later than seven (7) business days following the date first above written.

Very truly yours,

**LANDLORD:**

LINEAR RETAIL READING #1 LLC

By: \_\_\_\_\_  
Name: Joel Kadis  
Title: Co-CEO

**CONFIRMED AND AGREED:**

**ASSIGNOR:**

HT READING LIQUORS LLC

By: \_\_\_\_\_  
Name: Tarak Patel  
Title: Manager

**ASSIGNEE:**

NILKANT 350 INC.

By: \_\_\_\_\_  
Name:  
Title:

**NEW GUARANTORS:**

\_\_\_\_\_  
Nilesh Patel

\_\_\_\_\_  
Divyank Patel

**EXHIBIT A**  
**FORM OF ASSIGNMENT AND ASSUMPTION OF LEASE**

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this "Assignment") dated as of \_\_\_\_\_, 2023, but effective as of the Effective Date (defined below), is entered into by HT READING LIQUORS LLC, a Massachusetts limited liability company ("Assignor"), and NILKANT 350 INC., a Massachusetts corporation ("Assignee").

**WITNESSETH:**

WHEREAS, Assignor is the tenant under that certain Indenture of Lease dated as of March 31, 2008 by and between Linear Retail Reading #1 LLC and Busa's Reading Liquors, Inc., predecessor in interest to Assignor, as amended by that certain First Amendment to Indenture of Lease dated as of July 15, 2016 and that certain Second Amendment to Lease dated as of January 20, 2020 (as amended, the "Lease") with respect to certain premises located at 345 Main Street, Reading, Massachusetts; and

WHEREAS, Assignor desires to assign its interest in and to the Lease to Assignee as of the Effective Date, and Assignee desires to assume such interest.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the parties hereby agree as follows:

1. The effective date of this Assignment (the "Effective Date") is the "Closing Date", as defined in that certain Asset Purchase Agreement dated March 8, 2023 by and between Assignor, as seller, and Assignee, as buyer, as amended (as amended, the "APA"). In the event that the Closing (as defined in the APA) does not occur for any reason and the APA is terminated by the parties thereto, this Assignment shall be null and void and of no further force and effect.

2. As of the Effective Date, Assignor hereby assigns to Assignee all of its right, title and interest as tenant in and to the Lease.

3. As of the Effective Date, Assignee hereby assumes all of Assignor's right, title and interest as tenant in and to the Lease.

4. Assignor hereby agrees to indemnify, defend and hold harmless Assignee from and against any and all liabilities, claims, demands, damages and costs, including, without limitation, attorneys' fees and expenses (collectively, "Liabilities"), arising out of the tenant's obligations under the Lease and related to the period prior to or on the Effective Date or which arise out of the tenant's obligations under the Lease after the Effective Date on account of any fact or circumstance occurring or existing on or prior to the Effective Date.

5. Assignee hereby agrees to indemnify, defend and hold harmless Assignor from and against any and all Liabilities arising out of the tenant's obligations under the Lease and related to the period after the Effective Date, except for Liabilities which arise out of the tenant's obligations under the Lease after the Effective Date on account of any fact or circumstance occurring or existing on or prior to the Effective Date.

6. In the event of any litigation between Assignor and Assignee arising out of the obligations of the parties under this Assignment or concerning the meaning or interpretation of any provision contained herein, the losing party shall pay the prevailing party's costs and expenses in such litigation, including,

without limitation, reasonable attorneys' fees and expenses. In addition to the foregoing award of attorneys' fees to the prevailing party, the prevailing party in any lawsuit on this Assignment shall be entitled to its reasonable attorneys' fees incurred in any post judgment proceedings to collect or enforce the judgment. This provision is separate and several and shall survive the merger of this Assignment into any judgment on this Assignment.

7. This Assignment shall be binding on and inure to the benefit of the Assignee and Assignor and their respective heirs, executors, administrators, successors-in-interest and assigns.

8. This Assignment shall be governed by and construed in accordance with the laws of the state in which said premises are located.

9. This Assignment may be signed in counterparts and shall be fully enforceable when signed in such manner. Scanned or electronic signatures may be used in place of original signatures on this Assignment. The parties hereto intend to be bound by the signatures on the scanned or electronic document, are aware that the other party will rely on the scanned or electronic signatures, and hereby waive any defenses to the enforcement of the terms of this Assignment based on the form of signature.

[Signatures on following page]



IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the date first above written.

**ASSIGNOR:**

HT READING LIQUORS LLC

By: \_\_\_\_\_

Name: Tarak Patel

Title: Manager

**ASSIGNEE:**

NILKANT 350 INC.

By: \_\_\_\_\_

Name:

Title:

**EXHIBIT B**  
**COPY OF LEASE**

(follows this page)

**EXHIBIT C**  
**FORM OF THIRD AMENDMENT TO INDENTURE OF LEASE**

THIS THIRD AMENDMENT TO INDENTURE OF LEASE (this "Third Amendment") is made as of the \_\_\_\_ day of July, 2023, but effective as of the Effective Date (defined below), by and between LINEAR RETAIL READING #1 LLC, a Massachusetts limited liability company, having an address in care of Linear Retail Properties, LLC, 77 South Bedford Street, Suite 401, Burlington, MA 01803 ("Landlord"), and NILKANT 350 INC., a Massachusetts corporation d/b/a "City Wine Spirits and Smoke", with an address of 9 Chausse Drive, Methuen, MA 01844 ("Tenant").

WITNESSETH:

WHEREAS, Landlord and Busa's Reading Liquors, Inc., Tenant's predecessor in interest, entered into a certain Indenture of Lease dated March 31, 2008, as amended by that certain First Amendment to Indenture of Lease dated as of July 15, 2016 and that certain Second Amendment to Indenture of Lease dated as of January 20, 2020, and assigned from time to time (most recently pursuant to that certain Assignment and Assumption of Lease dated as of the Effective Date between HT Reading Liquors LLC and Tenant, as consented to by Landlord pursuant to that certain Consent to Assignment of even date herewith) (as amended and assigned, the "Lease"), whereby Tenant leases from Landlord approximately 5,668 square feet of space located at 345 Main Street, Reading, Massachusetts (the "Original Premises"); and

WHEREAS, Landlord and Tenant desire to amend the Lease to make certain modifications to the Lease, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Capitalized terms not otherwise expressly defined herein shall have the meanings ascribed to them in the Lease.

2. Effective Date. The effective date of this Third Amendment (the "Effective Date") is the "Closing Date", as defined in that certain Asset Purchase Agreement dated March 8, 2023 by and between HT Reading Liquors LLC, as seller, and Tenant, as buyer, as amended (as amended, the "APA"). In the event that the Closing (as defined in the APA) does not occur for any reason and the APA is terminated by the parties thereto, this Third Amendment shall be null and void and of no further force and effect.

3. Expansion of Premises.

(a) Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the "Expansion Premises", which consist of approximately 2,756 square feet of floor area shown on Exhibit A attached hereto, in accordance with the terms and conditions of the Lease, as modified by the terms of this Third Amendment. Tenant's leasing of the Expansion Premises shall commence on the Closing Date, on which date Landlord shall deliver possession of the Expansion Premises to Tenant in the condition set forth below. From and after the Closing Date, the terms "Premises" and "Demised Premises" as used in the Lease shall be deemed to mean the Original Premises and the Expansion Premises collectively, except where expressly provided otherwise herein.

(b) Landlord is leasing the Expansion Premises to Tenant "as is", without any representations or warranties of any kind (including, without limitation, any express or implied warranties

of merchantability, fitness or habitability), subject to all recorded matters, laws, ordinances and governmental regulations and orders. Tenant acknowledges that neither Landlord nor any agent of Landlord has made any representation as to the condition of the Expansion Premises or the suitability of the Expansion Premises for Tenant's intended use (which shall be the uses permitted in the Premises pursuant to Section 8.1 of the Lease). Tenant represents and warrants to Landlord that Tenant has made its own inspection of and inquiry regarding the condition of the Expansion Premises and is not relying on any representations of Landlord or any broker with respect thereto.

(c) Tenant shall be responsible, at its sole cost and expense, for making any alterations that are necessary to the Expansion Premises in order to prepare the same for Tenant's occupancy and use thereof ("Tenant's Expansion Work"), and for obtaining any and all permits and approvals required for such alterations. Any and all such alterations shall be subject to all applicable terms and conditions of the Lease, including without limitation Section 7.3 thereof. In addition to the requirements set forth in the Lease with respect to any such alterations by Tenant, within sixty (60) days after the Closing Date and in any event prior to commencing any such alterations, Tenant shall submit to Landlord for Landlord's review and approval permit-ready, detailed drawings and specifications ("Construction Documents") for Tenant's Expansion Work prepared and stamped by an architect or engineer registered in the Commonwealth of Massachusetts and approved by Landlord; Landlord shall deliver its approval or disapproval of the Construction Documents for Tenant's Expansion Work to Tenant within twenty (20) days after receipt of such Construction Documents. Landlord's approval of the Construction Documents shall not be unreasonably withheld, conditioned, or delayed (provided, however, that with respect to alterations affecting the structure or exterior of the building of which the Premises are a part or any building systems, Landlord may withhold its approval in its sole discretion). Within twenty (20) days after delivery of Landlord's approval of the Construction Documents, Tenant shall apply for all licenses, permits and approvals from the appropriate governmental authorities, necessary to construct (the "Expansion Permits"), at Tenant's sole cost and expense (except as otherwise specifically set forth herein), the improvements to the Expansion Premises, and to install the fixtures, furniture and equipment, which are necessary to prepare the Expansion Premises to open for business and operate for the Primary Use and the Ancillary Use, all as shown on the approved Construction Documents.

4. Extended Terms. Tenant hereby waives its right to terminate the Lease pursuant to Section 3.5 of the Lease with respect to the third and fourth Extended Terms set forth in clauses (iii) and (iv) of said Section 3.5. Accordingly, the term of the Lease is irrevocably extended for months 241 through 360 (i.e., through September 30, 2035) with respect to both the Original Premises and the Expansion Premises. Tenant shall continue to have the option for a fifth Extended Term on the terms and conditions set forth in Section 3.5 of the Lease, which option shall be deemed to be automatically exercised on the terms set forth in said Section 3.5 if the Lease is not terminated by Tenant in accordance with the terms of said Section 3.5, provided that the Basic Rent for the fifth Extended Term set forth in Section 3.5(v) of the Lease shall be applicable to the Original Premises only, and Basic Rent payable by Tenant for the Expansion Premises during the fifth Extended Term shall be the fair market value of the Extension Premises as determined in accordance with the process set forth for determination of the Extension Rental Rate in Paragraph 6 below (and which rate shall be subject to three percent (3%) annual increases as provided in Paragraph 6 below), provided further that Tenant's Extension Notice for such purposes shall be deemed to have been given automatically upon the expiration of the period during which Tenant may deliver to Landlord notice of its intention to forgo the fifth Extended Term and to terminate the Lease at the end of the then current term of the Lease.

5. Basic Rent. Notwithstanding anything in the Lease to the contrary, Basic Rent payable by Tenant to Landlord in accordance with the terms of the Lease shall be as follows:

(a) Original Premises. For the Original Premises only, commencing on October 1, 2025, Basic Rent shall be in the amounts set forth in the following rent schedule:

Dates	Annual Basic Rent	Monthly Basic Rent
10/1/2025 – 9/30/2030	\$136,032.00	\$11,336.00
10/1/2030 – 9/30/2035	\$153,036.00	\$12,753.00

(b) Expansion Premises. For the Expansion Premises only, commencing on the date that is the earlier of (i) the date that is ninety (90) days after the date on which Tenant has received the last of the Expansion Permits and (ii) the date on which Tenant opens for business to the general public in the Expansion Premises (the “Expansion Rent Commencement Date”), Basic Rent shall be in the amounts set forth in the following rent schedule:

Dates	Annual Basic Rent	Monthly Basic Rent
Expansion Rent Commencement Date – 9/30/2025	\$96,460.00 (annualized amount)	\$8,038.33
10/1/2025 – 9/30/2026	\$99,353.80	\$8,279.48
10/1/2026 – 9/30/2027	\$102,334.41	\$8,527.87
10/1/2027 – 9/30/2028	\$105,404.45	\$8,783.70
10/1/2028 – 9/30/2029	\$108,566.58	\$9,047.21
10/1/2029 – 9/30/2030	\$111,823.58	\$9,318.63
10/1/2030 – 9/30/2031	\$115,178.28	\$9,598.19
10/1/2031 – 9/30/2032	\$118,633.63	\$9,886.14
10/1/2032 – 9/30/2033	\$122,192.64	\$10,182.72
10/1/2033 – 9/30/2034	\$125,858.42	\$10,488.20
10/1/2034 – 9/30/2035	\$129,634.17	\$10,802.85

6. Additional Extension Options. In addition to the remaining option for the fifth Extended Term set forth in Section 3.5 of the Lease, provided that the Tenant originally named herein (a) is occupying one hundred percent (100%) of the Premises, (b) from and after the date of this Third Amendment, has not been in monetary default more than twice during the term of the Lease, (c) has, from and after the date of this Third Amendment, complied with all of the provisions of Article VIII and Article IX of the Lease, and maintained and repaired the Premises as required by Section 7.2 of the Lease, (d) is not in default under the Lease (both at the time the Extension Option (as hereinafter defined) may be exercised and/or at the time such Extension Term (as hereafter defined) commences), and (e) did not nullify the automatic exercise of its option for the fifth Extended Term, Landlord grants to Tenant two (2) additional options (each, an “Extension Option”) to further extend the term of the Lease (as extended by the fifth Extended Term) with respect to all of the Premises for an additional period of five (5) years each (each, an “Extension Term”). An Extension Option may be exercised by Tenant’s delivering written notice (the “Extension Notice”) to Landlord at least eighteen (18) months, but not more than twenty-one (21) months, prior to the expiration date of the then current Term. If Landlord does not receive an Extension Notice prior to the expiration of such time period (time being of the essence), then such Extension Option (and all subsequent Extension Option(s)) shall be deemed null and void and of no further force or effect. If Tenant exercises an Extension Option, Tenant’s leasing of the Premises for such Extension Term shall be upon the same terms and conditions of the Lease, provided that the Basic Rent for the first year of such Extension Term (the “Extension Rental Rate”) shall be one hundred percent (100%) of the market rental rate for comparable space in comparable buildings in the general vicinity of the Shopping Center (with respect to age, use, quality and location), but in no event less than the annual Basic Rent in effect during the last twelve (12) months of the then expiring term of the Lease, determined as follows:

Within thirty (30) days after Landlord receives the Extension Notice, Landlord shall provide written notice to Tenant of Landlord's good faith determination of the Extension Rental Rate ("Landlord's Extension Term Rental Notice"). No later than the date that is fifteen (15) days from the date of Landlord's Extension Term Rental Notice, Tenant shall provide written notice to Landlord either accepting or disputing Landlord's determination of the Extension Rental Rate, and if Tenant disputes Landlord's Extension Rental Rate, such notice shall, likewise, include Tenant's determination of the Extension Rental Rate. If Tenant neither accepts nor disputes Landlord's determination of the Extension Rental Rate within such fifteen (15) day period, then such determination will be deemed to have been accepted by Tenant and shall be final and binding upon both parties. If Landlord and Tenant cannot agree upon the Extension Rental Rate within thirty (30) days of the date of Landlord's Extension Term Rental Notice (the "Negotiation Period"), Landlord and Tenant shall simultaneously exchange, within the following fifteen (15) days, on a date determined by Landlord, statements of each party's proposed Extension Rental Rate and the basis for calculation thereof (each, a "Statement of Rental Rate"); provided, however, that if one party has not submitted its Statement of Rental Rate within such fifteen (15) day period, then the determination set forth in the other party's Statement of Rental Rate shall be final and binding upon both parties. If both parties receive the other party's Statement of Rental Rate within such time and the lesser of the two (2) determinations is within ten percent (10%) of the higher determination, then Landlord's determination shall conclusively be deemed to be the Extension Rental Rate. If these determinations differ by more than ten percent (10%), then Landlord and Tenant shall mutually select a real estate professional with at least ten (10) years' continuous experience in the business of appraising or marketing retail space in the Reading, Massachusetts area (the "Valuation Expert") to resolve the dispute as to the Extension Rental Rate. If Landlord and Tenant cannot agree upon the designation of the Valuation Expert within thirty (30) days of the exchange of the Statements of Rental Rate, either party may apply to the American Arbitration Association, the Greater Boston Real Estate Board, or any successor thereto, for the designation of a Valuation Expert. Within ten (10) days of the selection of the Valuation Expert, Landlord and Tenant shall each submit to the Valuation Expert a copy of its Statement of Rental Rate, together with any supporting material. The Valuation Expert shall not perform his/her own valuation, but rather, shall, within thirty (30) days after receipt of such submissions, select as the Extension Rental Rate the submission which the Valuation Expert concludes most closely and accurately reflects the Extension Rental Rate for the Premises and the rental rate set forth in that submission shall be the Extension Rental Rate for such Extension Term (provided, however, that in no event shall the Extension Rental Rate ever be less than the annual Basic Rent for the preceding twelve (12) months of the term of the Lease then expiring). The Valuation Expert shall give notice of his or her determination to Landlord and Tenant and such decision shall be final and conclusively binding upon Landlord and Tenant. Each party shall pay the fees and expenses of any real estate professional such party retains and such party's counsel, if any, in connection with any proceeding under this paragraph, and the party whose determination was determined by the Valuation Expert not to most accurately and closely reflect the Extension Rental Rate of the Premises shall pay the fees and expenses of the Valuation Expert.

On the first anniversary of the first day of an Extension Term, and on each subsequent such anniversary during the remainder of such Extension Term, the Basic Rent shall automatically increase by three percent (3%) over the Basic Rent payable for the immediately preceding twelve (12) months. At Landlord's request, Landlord and Tenant shall execute an amendment to the Lease within thirty (30) days after the determination of the Extension Rental Rate (in accordance with the procedure set forth above) for such Extension Term, which amendment shall set forth such Extension Term, the Extension Rental Rate, and all other terms and conditions for such Extension Term. Tenant shall have no further extension rights once it has waived the first Extension Option granted pursuant to this Paragraph 6, or exercised or waived the second Extension Option granted pursuant to this Paragraph 6.

7. Use of the Premises. Notwithstanding anything in the Lease to the contrary, including without limitation Section 8.1 thereof and the definitions of Primary Use and Ancillary Use set forth therein, the sale of merchandise and/or substances in or from the Premises (i.e., either or both of the Original Premises and the Expansion Premises) that are illegal under federal, state, or municipal laws, regulations, or ordinances (including, without limitation, marijuana and products containing tetrahydrocannabinol (THC)) is expressly prohibited. Notwithstanding anything in the Lease to the contrary, including without limitation Section 8.1 thereof, (a) products displayed in, and/or visible through, the storefront of the Expansion Premises shall primarily be alcohol products and other products offered for sale by Tenant pursuant to the Primary Use, and tobacco and other smoke shop products offered for sale by Tenant pursuant to the Ancillary Use shall constitute only a minority of all such products; and (b) the Expansion Premises as a whole shall be used primarily for the Primary Use and not for the Ancillary Use, the intent of the parties being that the Expansion Premises shall be presented to the general public primarily as a beer, wine, and liquor store and not as a smoke shop.

8. Security Agreement. Tenant acknowledges that Paragraph 4 of the First Amendment grants to Landlord a security interest in the liquor license for the operation of the tenant's business at the Premises; Tenant agrees that the term "Collateral" shall be deemed to mean the liquor license currently held by Tenant with respect to the Premises and all amendments, extensions, renewals, and assignments thereof and all proceeds therefrom, and that such Collateral shall be subject to the terms of Paragraph 4 of the First Amendment, Tenant hereby restating and agreeing to for itself the covenants, representations, and warranties of tenant set forth therein.

9. Trade Name. Pursuant to Section 8.2 of the Lease, Landlord hereby consents to Tenant operating its business in the Premises under the trade name "City Wine Spirits and Smoke", the use of such trade name and any changes thereto to be subject to the terms and conditions of Section 8.2 of the Lease.

10. Signage. Tenant acknowledges that Tenant's signage is subject to Landlord's prior written approval pursuant to Article X of the Lease, which approval shall not be unreasonably withheld, conditioned, or delayed, and is otherwise subject to the terms and conditions of said Article X and all applicable laws, regulations, rules, codes, bylaws, and ordinances. Notwithstanding anything in the Lease to the contrary, Tenant's signage on the exterior of the Expansion Premises shall not identify such space solely as a smoke shop, the intent of the parties being that the Expansion Premises shall be presented to the general public primarily as a beer, wine, and liquor store and not as a smoke shop.

11. Tenant represents to Landlord that Tenant has not dealt with any broker or agent in connection with this Third Amendment, and no broker or agent negotiated this Third Amendment. Tenant agrees to indemnify, defend and hold Landlord, its asset manager, its property manager, and their respective employees harmless from and against any claims for a fee or commission made by any broker or agent claiming to have acted by or on behalf of Tenant in connection with this Third Amendment.

12. It is mutually agreed that all covenants, conditions and agreements set forth in the Lease, as amended hereby, shall remain binding upon the parties and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

13. Except as modified hereby, all other terms and conditions of the Lease shall remain unchanged and in full force and effect and are hereby ratified and confirmed by the parties hereto. This Third Amendment shall not be modified except in writing signed by both parties hereto.

14. Any inconsistencies or conflicts between the terms and provisions of the Lease and the terms and provisions of this Third Amendment shall be resolved in favor of the terms and provisions of this Third Amendment.

15. The submission of this Third Amendment shall not constitute an offer and this Third Amendment shall not be effective and binding unless and until fully executed and delivered by each of the parties hereto.

16. Tenant represents and warrants that all requisite organizational action has been taken in connection with this transaction, and that the individual signing on behalf of Tenant has been duly authorized to bind the Tenant by their signature.

17. This Third Amendment may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one fully executed original Third Amendment, binding upon the parties hereto, notwithstanding that all of the parties hereto may not be signatories to the same counterpart. Additionally, telecopied, digital, or scanned signatures may be used in place of original signatures on this Third Amendment. The parties hereto intend to be bound by the signatures on the telecopied, digitally executed, or scanned document, are aware that the other parties will rely on the telecopied or scanned signatures, and hereby waive any defenses to the enforcement of the terms of this Third Amendment based on the form of signature.

[SIGNATURES ON FOLLOWING PAGE]



IN WITNESS WHEREOF, Landlord and Tenant have caused this Third Amendment to be duly executed, under seal, by persons hereunto duly authorized, as of the date first written above.

**LANDLORD:**

LINEAR RETAIL READING #1 LLC

By: \_\_\_\_\_  
Name: Joel Kadis  
Title: Co-CEO

**TENANT:**

NILKANT 350 INC.

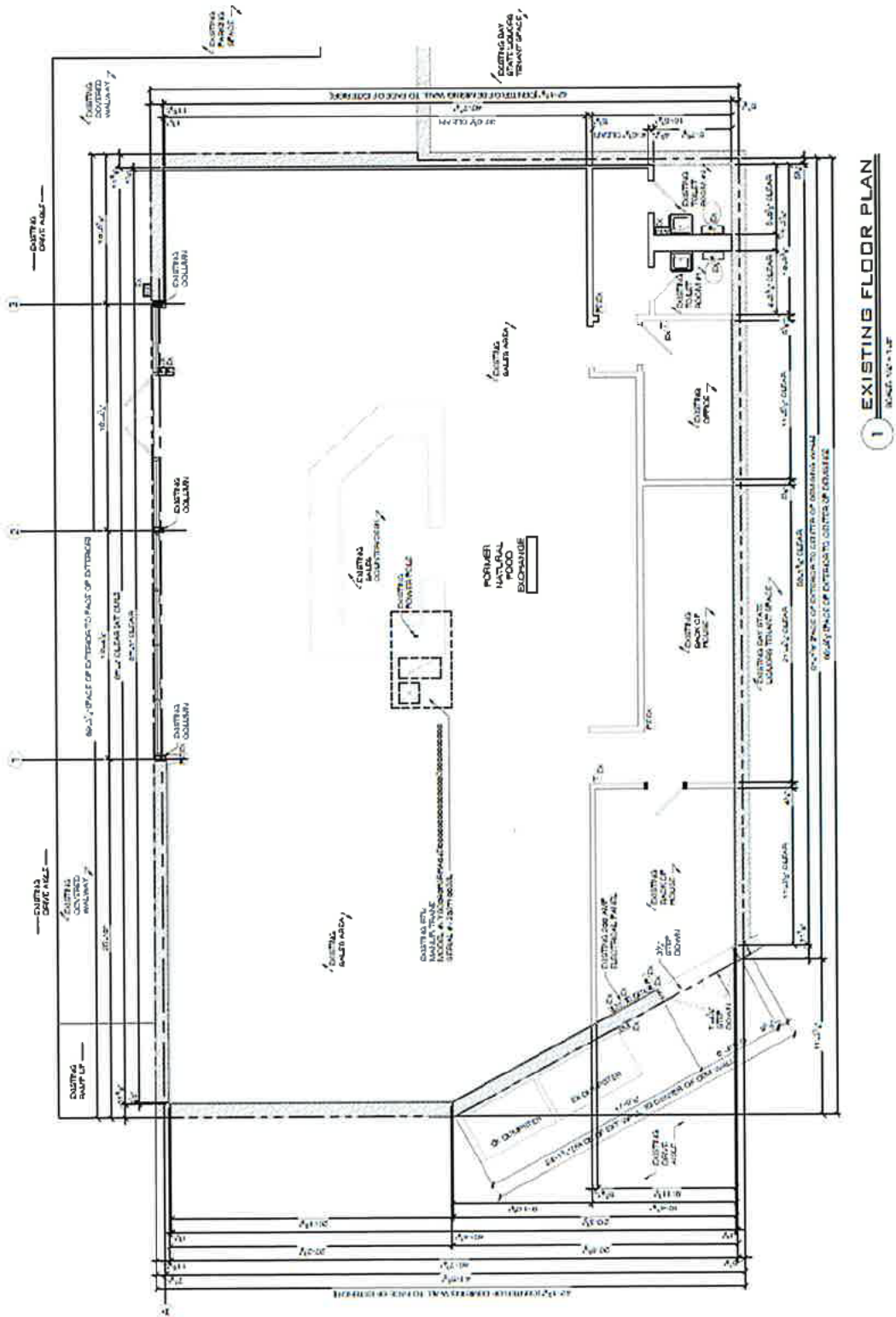
By: \_\_\_\_\_  
Name:  
Title:

Nilesh Patel and Divyank Patel (collectively, "New Guarantors"), as guarantors of the Lease pursuant to that certain Guaranty of Lease dated on or about the date hereof (the "New Guaranty"), join in this Third Amendment, and (a) hereby consent to Tenant's execution of this Third Amendment, and to Tenant's performance of all of the terms, conditions and agreements contained in the Lease, as amended by this Third Amendment, and (b) hereby agree that from and after Tenant's execution of this Third Amendment, all of the covenants, guaranties and agreements of New Guarantors set forth in the New Guaranty shall continue to apply to the Lease, as amended by this Third Amendment.

\_\_\_\_\_  
Nilesh Patel

\_\_\_\_\_  
Divyank Patel

# Exhibit A Plan of the Expansion Premises



**EXHIBIT D**  
**FORM OF GUARANTY OF LEASE**

WHEREAS, simultaneously with the execution of this Guaranty of Lease (this "Guaranty"), LINEAR RETAIL READING #1 LLC, a Massachusetts limited liability company ("Landlord"), having an address in care of Linear Retail Properties, LLC, 77 South Bedford Street, Suite 401, Burlington, MA 01803, pursuant to a Consent to Assignment dated on or about the date hereof (the "Consent") is granting its consent to the assignment of that certain Indenture of Lease dated as of March 31, 2008 by and between Landlord and Busa's Reading Liquors, Inc., predecessor in interest to HT Reading Liquors LLC d/b/a "Wine & Spirits" ("Assignor"), as amended by that certain First Amendment to Indenture of Lease dated as of July 15, 2016, that certain Second Amendment to Lease dated as of January 20, 2020, and that certain Third Amendment to Indenture of Lease dated on or about the date hereof (as amended, the "Lease"), by Assignor to Nilkant 350 Inc., a Massachusetts corporation, with an address of 91 Sidney Street, Suite 315, Cambridge, MA 02139 ("Tenant"); and

WHEREAS, the undersigned Nilesh Patel and Divyank Patel, each an individual (collectively, "Guarantor"), are the principals of Tenant and/or have a substantial financial interest in Tenant, and therefore are deriving a direct benefit from the existence of the Lease.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and as a material inducement to Landlord to execute the Consent, the undersigned agrees as follows:

1. Guaranty. From and after the "Closing Date" as defined in that certain Asset Purchase Agreement dated March 8, 2023 by and between Assignor, as seller, and Tenant, as buyer, as amended (as amended, the "APA"), and effective upon such date, Guarantor hereby absolutely, unconditionally, and irrevocably guarantees the full and timely performance by Tenant of each and every term, condition and covenant to be performed by Tenant under the Lease, including without implied limitation the Tenant's obligation to pay such rents, charges, costs and impositions as are set forth in the Lease. Guarantor further agrees to defend with counsel acceptable to Landlord, and to indemnify and save Landlord harmless from and against any and all loss, cost, damage or liability arising out of any breach by Tenant of any of the terms, conditions and covenants of the Lease, or out of any breach of warranty or misrepresentation made by Tenant under the Lease or heretofore or hereafter made to Landlord, including reasonable attorneys' fees and any other costs incurred by Landlord in connection therewith.

In the event that the Closing (as defined in the APA) does not occur for any reason and the APA is terminated by the parties thereto, this Guaranty shall be null and void and of no further force and effect.

2. Direct Enforcement. The undertakings contained in this Guaranty shall be the personal liability of Guarantor. Guarantor acknowledges that after any event of default by Tenant in the performance of any term, condition or covenant of the Lease, the liability of Guarantor under this Guaranty shall be primary and that, in the enforcement of its rights, Landlord shall be entitled to look to Guarantor for the performance of the obligations of Tenant which Guarantor has guaranteed, without first commencing any action or proceedings against Tenant, and likewise, enforcement of Landlord's rights against Tenant shall not impair the right of Landlord to enforce this Guaranty, and any such action by Landlord shall not operate as a release of the liability of Guarantor under this Guaranty. The guaranteed obligations include both payment and performance. The obligations of the Guarantor shall be absolute and unconditional and shall remain in full force and effect until all amounts due pursuant to the Lease have been paid in full and all of Tenant's obligations thereunder have been performed in full.

3. Guarantor's Performance of Tenant's Obligations. Guarantor agrees that, in addition to any other rights given to Landlord hereby, in the event of any default by Tenant in the performance of any term, condition or covenant of the Lease, it will forthwith cause Tenant to, or will itself, pay, perform and observe said term, condition or covenant of the Lease.

4. Subrogation. From and after the occurrence of any default and the expiration of any applicable notice and/or cure period (if any) by Tenant in the performance of any term, condition, covenant or obligation under the Lease, Guarantor agrees that Guarantor will not accept or receive any dividend, payment or reimbursement from Tenant, including any payment on account of any indebtedness from Tenant to Guarantor, and that if Guarantor does then receive any such dividend, payment or reimbursement the same shall be held in trust for Landlord and forthwith will be turned over to Landlord in the form received.

5. Financial Condition. Guarantor agrees from time to time, upon Landlord's request, to deliver to Landlord forthwith Guarantor's financial statements. All financial statements heretofore delivered to Landlord by Guarantor are, and all financial statements hereafter delivered to Landlord by Guarantor will be, true and correct in all material respects and fair presentations of the financial condition of Guarantor as of the date thereof, prepared in accordance with generally accepted accounting practices. No material adverse change has occurred in the financial condition of Guarantor since the date of the financial statements heretofore delivered to Landlord.

6. Waivers. Guarantor agrees that none of its obligations and no rights against Guarantor hereunder shall in any way be discharged, impaired otherwise affected by any extension of time for, or by any partial or complete waiver of the performance of any of Tenant's obligations under the Lease, or by any other alteration, amendment, assignment, expansion, extension or modification in or to the Lease, or by any release or waiver of any term, covenant or condition of the Lease, or by any delay in the enforcement of any rights against Tenant, Guarantor or any other person or entity under the Lease. Without limitation, Guarantor agrees that the Lease may be altered, amended, assigned, expanded, extended or modified from time to time on such terms and provisions as may be satisfactory to Landlord without notice to or further assent by Guarantor, and Guarantor hereby waives notice of acceptance of this Guaranty, notice of any obligations guaranteed hereby or of any action taken or omitted in reliance hereon, and notice of any defaults of Tenant under the Lease and waives presentment, demand for payment or performance, protest, notice of dishonor, nonpayment or nonperformance of any such obligations, suit or taking other action by Landlord against, and any other notice to, any party liable thereon and waives suretyship defenses generally, other than full and timely payment and performance of all obligations hereby guaranteed, and Guarantor agrees to cause Tenant to preserve the enforceability of all instruments hereby guaranteed, as modified with Landlord's consent, and to cause Tenant to refrain from any act or omission which might be the basis for a claim that Guarantor has any defense to Guarantor's obligations hereunder, exclusive only of the defense that Tenant has fully and timely paid and performed all obligations hereby guaranteed. No invalidity, irregularity or unenforceability of all or any part of such obligations or of any security therefor and no insolvency, bankruptcy, liquidation proceeding or dissolution affecting Tenant or Guarantor shall affect, impair or be a defense to this Guaranty. The liability of the Guarantor hereunder is primary and unconditional and shall not be subject to any offset, defense (other than the defense of full and timely payment and performance) or counterclaim of Guarantor.

7. Enforceability. Guarantor represents that this Guaranty, and the Lease hereby guaranteed, as originally delivered and as modified, amended or supplemented, have been duly authorized and are the legal, valid and binding obligations of Guarantor and Tenant, enforceable in accordance with their respective terms, and Guarantor further agrees that no invalidity of any such Guaranty shall affect or impair Guarantor's liability under this Guaranty.

8. Recourse. This instrument is intended to be fully effective in accordance with its terms notwithstanding any exculpatory provisions inconsistent herewith contained in the Lease.

9. Joint and Several Liability. If more than one party executes this Guaranty the term Guarantor shall mean all of them, and each of them shall be jointly and severally liable hereunder.

10. Notices. All notices or other communications required or provided to be sent by either party shall be in writing and shall be deemed duly given if sent either (a) by registered or certified mail, postage prepaid, return receipt requested, or (b) by overnight mail service as provided by the U.S. mail or by a nationally recognized private common carrier with provisions for receipt of delivery, or (c) by hand. All notices shall be addressed as follows:

To Landlord: c/o Linear Retail Properties, LLC  
77 South Bedford Street, Suite 401  
Burlington, MA 01803  
Attn: Joel Kadis

with copies to: Lerner & Holmes PC  
260 Franklin Street, Suite 1900  
Boston, MA 02110  
Attn: Daniel P. Holmes, Esq.

To Guarantor: Nilesh Patel  
91 Sidney Street, Suite 315  
Cambridge, MA 02139

Divyank Patel  
300 Emory Road  
Mineola, NY 11501

All such notices shall be effective when received.

Any address or name specified above may be changed by notice given to the addressee by the other party in accordance with provisions above. The inability to deliver notice because of a changed address of which no notice was given as provided above, or because of rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept. Any notice to be given by any party hereto may be given by the counsel for such party.

11. Successors and Assigns. This Guaranty shall be binding upon Guarantor and their successors or assigns, and shall inure to the benefit of Landlord, its successors or assigns. Guarantor agrees that this Guaranty shall be assignable by Landlord in connection with an assignment of Landlord's interest in the Lease. The benefit of this Guaranty shall extend to any successor of Landlord as owner of the Property owned by Landlord (or any portion thereof).

12. Applicable Law. This instrument shall be construed in accordance with the laws of the Commonwealth of Massachusetts. Guarantor agrees that any actions hereunder may be brought and remain in the state or federal courts of such State and agrees to accept the jurisdiction and venue of such courts in any such action.

13. OFAC. Guarantor hereby represents and warrants that neither Guarantor, nor any persons or entities holding any legal or beneficial interest whatsoever in Guarantor, are (i) the target of any sanctions

program that is established by Executive Order of the President or published by the Office of Foreign Assets Control, U.S. Department of the Treasury (“OFAC”); (ii) designated by the President or OFAC pursuant to the Trading with the Enemy Act, 50 U.S.C. App. § 5, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06, the Patriot Act, Public Law 107-56, Executive Order 13224 (September 23, 2001) or any Executive Order of the President issued pursuant to such statutes; or (iii) named on the following list that is published by OFAC: “List of Specially Designated Nationals and Blocked Persons.” Guarantor hereby further represents and warrants that its activities do not and will not violate the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the USA Patriot Act, or the regulations or orders promulgated thereunder.

14. Effective Date. This Guaranty is effective as of the date hereof.

[SIGNATURES ON FOLLOWING PAGE]

Executed as a sealed instrument as of the \_\_\_\_ day of July, 2023.

GUARANTOR:

\_\_\_\_\_  
Nilesh Patel

\_\_\_\_\_  
Divyank Patel

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF \_\_\_\_\_ ) ss.

On this \_\_\_\_ day of July, 2023, before me, the undersigned notary public, personally appeared Nilesh Patel, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, 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.

\_\_\_\_\_  
Notary Public:  
My commission expires:

[PLACE NOTARY STAMP/SEAL HERE]

STATE OF NEW YORK

COUNTY OF \_\_\_\_\_ ) ss.

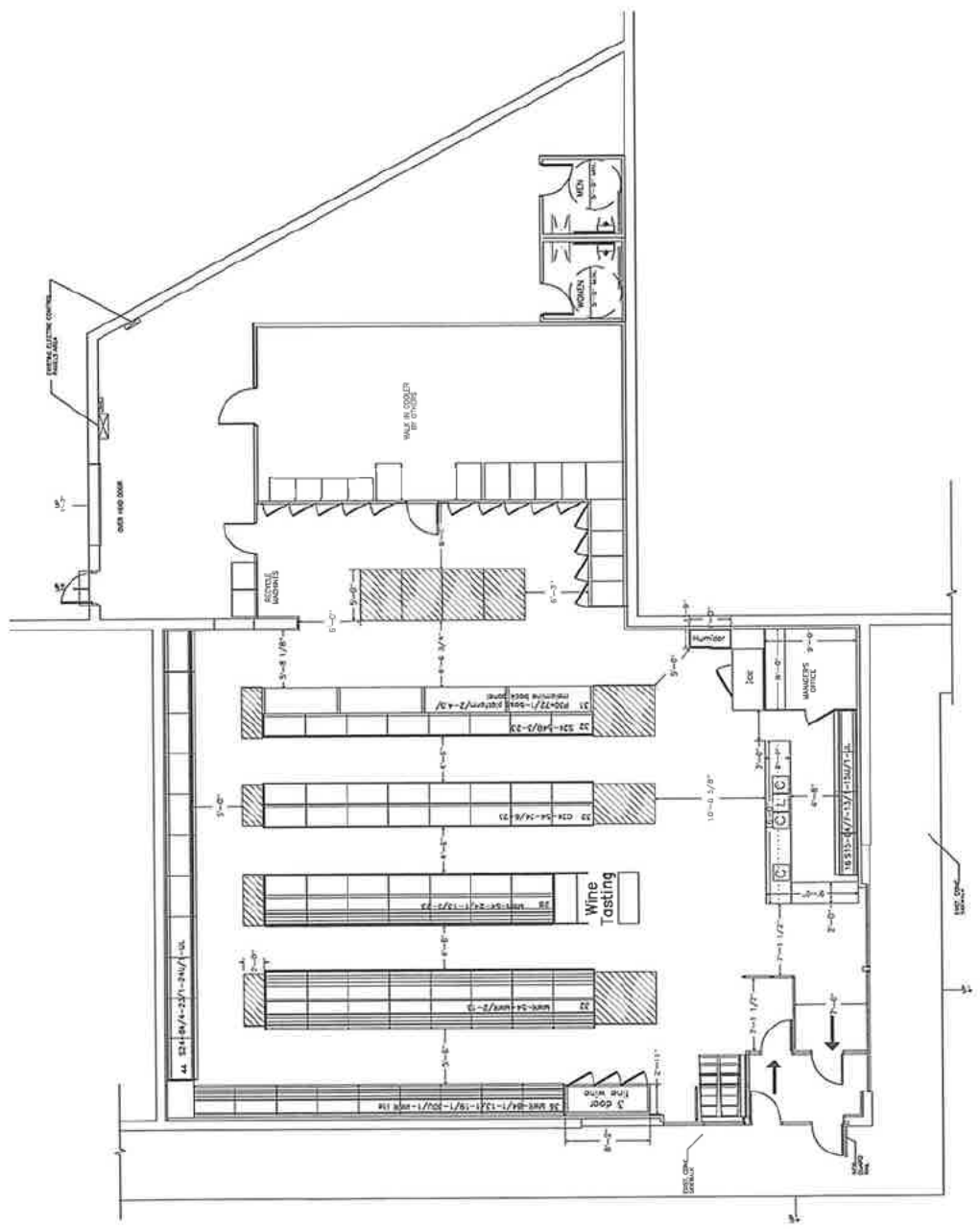
On this \_\_\_\_ day of July, 2023, before me, the undersigned notary public, personally appeared Divyank Patel, proved to me through satisfactory evidence of identification, which was a valid \_\_\_\_\_ bearing his photographic image, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public:  
My commission expires:

[PLACE NOTARY STAMP/SEAL HERE]

# FLOORPLAN







# READING POLICE DEPARTMENT

15 Union Street ▪ Reading, Massachusetts 01867

Emergency Only: 911 ▪ All Other Calls: (781) 944-1212 ▪ Fax: (781) 944-2893

Web: [www.ci.reading.ma.us/police/](http://www.ci.reading.ma.us/police/)

## EXECUTIVE SUMMARY

### Transfer of All Alcoholic Beverages Package Store License to Nilkant 350 Inc. d/b/a "City Wine Spirits & Smoke Shop"

August 2, 2023

Chief David Clark  
Reading Police Department  
15 Union Street  
Reading, MA 01867

Chief Clark,

As directed by your Office and in accordance with Reading Police Department Policy and Procedures, I have placed together an executive summary of the application for a Transfer of All Alcoholic Beverages Package Store License for the Liquor License #0009-PK-1016.

The current location of this license is 345 Main Street, and the current licensee is HT Reading Liquors LLC. The proposed transferee is Nilkant 350 LLC. The store will continue to be at the same location.

#### President:

- Nilesh Patel

#### Treasurer:

- Divyank Patel

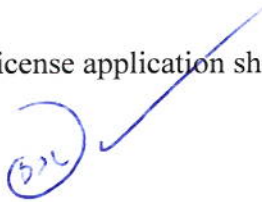
#### Secretary:

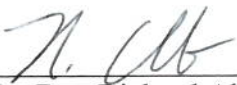
- Nilesh Patel

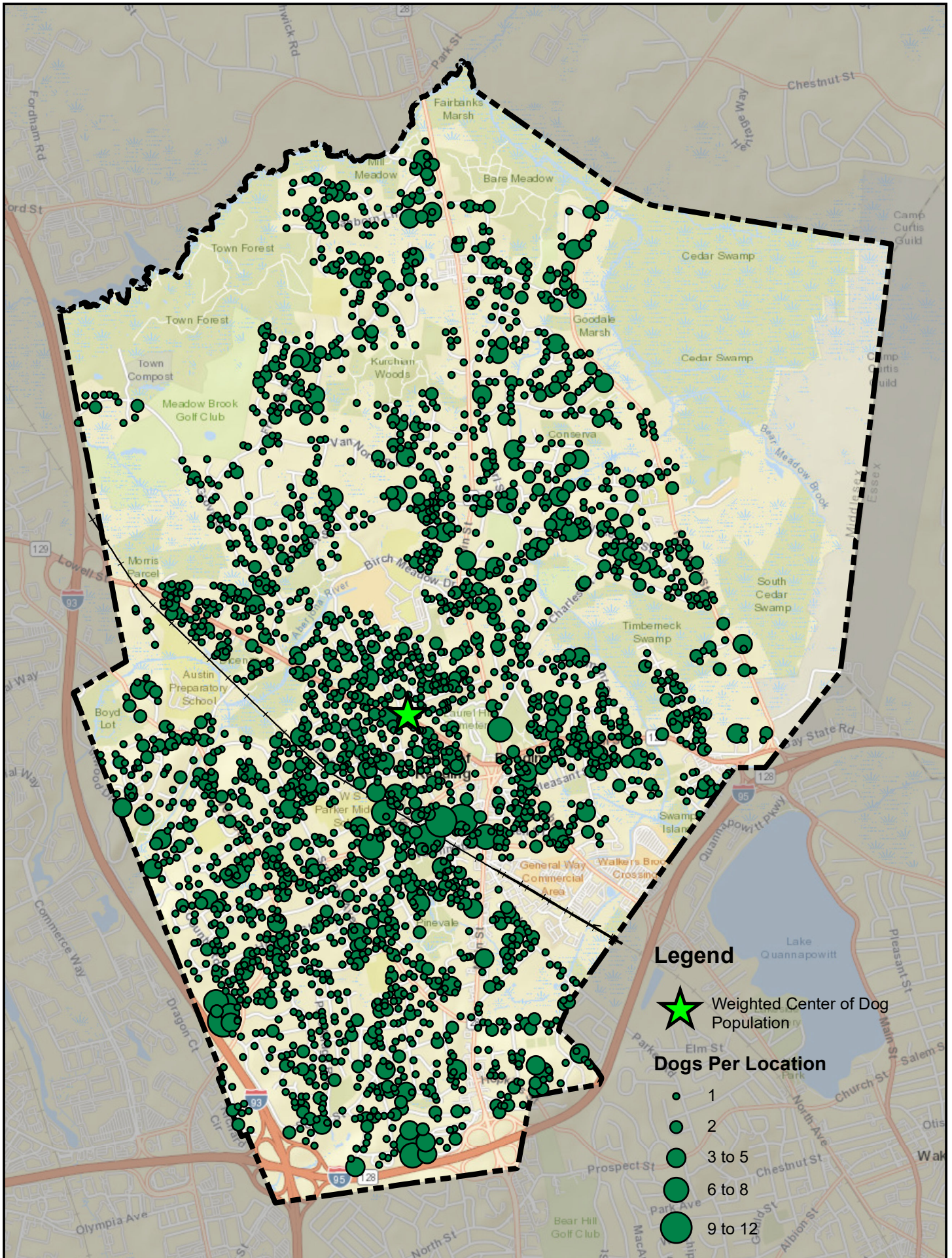
#### Director:

- Yashika Patel

I find no reason why the license application should not go forward.

Respectfully Submitted, 

  
Lt. Det. Richard Abate  
Criminal Division Commander



**Town of  
Reading**

**Town  
Supplied  
Trash and  
Recycle  
Barrels**





# November 2023 Town Meeting Request

- **Article 7, Allocate \$900,000 from Free Cash to Trash and Recycle Barrels**
- **Each home will receive:**
  - One (1) 64-Gallon Trash Barrel
  - One (1) 64-Gallon Recycle Barrel
- **Roll-out will take place Summer 2024**
- **Homes can “rent/lease” one additional trash barrel for \$200 per year, paid to the DPW annually, not prorated**
- **Homes can receive one additional recycle barrel at no cost**
- **Residents can purchase overflow bags at retailers for \$2/bag**
- **DPW will work with residents who need smaller barrels on a case-by-case basis**





# Why are we having this conversation?

Town Manager Maltez threatens to cancel new trash hauler's contract

By PATRICK BLAIS Oct 18, 2022



**In October 2022, Republic Services purchased JRM, our trash contractor. Service was severely impacted for several weeks**

We have learned that all trash companies **demand** automated collection from customers

# What would a new contract cost?

Vendor 1	\$	2,140,430
Vendor 2	\$	2,354,195
Vendor 3	\$	2,340,000
Vendor 4*	\$	1,850,600
AVERAGE	\$	2,171,306

- **CURRENT COST: \$1,181,384 – contract expires June 30, 2026**
- **All six companies required automation, manual collection: not an option**
- **We foresee a large increase in solid waste costs with our next contract**






# Are we unique with this concern?

## Danvers Town Meeting Votes \$980K To Supply New Trash, Recycling Bins

The vote Monday was in favor of an amendment stripping the Finance recommendation to make residents pay for their own barrels.

 Scott Souza, Patch Staff

Posted Mon, May 15, 2023 at 8:48 pm ET | Updated Wed, May 17, 2023 at 5:14 pm ET

## Waste pickup contract process begins in Burlington

By DAN KLECKO Feb 1, 2023 Updated Feb 1, 2023 1



BURLINGTON - The pandemic and inflation has not spared the waste management business from its economic wrath.

## Garbage disposal costs expected to double without reduction in tonnage

By BOB HOLMES Mar 28, 2023 0



*Current Hiring*

**K-5 PARAPROFESSIONALS**

**BENEFITS:**

- Medical, dental and vision
- Four & a half day work week
- Competitive salary



MYSTIC VALLEY REGIONAL CHARTER SCHOOL



# Piling up: As landfills and incinerators close or reach capacity, Massachusetts is running out of places to process trash, which could put upward pressure on disposal prices

### Latest News

- Avid to be acquired by affiliate of
- Austin Butler: 'My self-doubt only





# Figures shared by Westford, MA:

## Waste Management Proposal Summary

DESCRIPTION	FY24	FY25	FY26	FY27	FY28	FY29
	<b>BUDGET</b>	<b>WASTE MANAGEMENT PROPOSAL 7/13/23</b>				
<b>Grand Total</b>	<b>1,391,432</b>	<b>1,971,480</b>	<b>2,262,041</b>	<b>2,352,036</b>	<b>2,445,614</b>	<b>2,562,381</b>
<b>Increase per Year</b>	<b>(60,736)</b>	<b>580,048</b>	<b>290,561</b>	<b>89,995</b>	<b>93,578</b>	<b>116,768</b>
<b>Cumulative Increase</b>		<b>580,048</b>	<b>870,609</b>	<b>960,604</b>	<b>1,054,182</b>	<b>1,170,949</b>



# April 2023 Town Meeting

- **Article 13, Borrowing \$900,000 for Trash and Recycle Barrels**
- **Town Meeting Voted:**
  - 93 in the affirmative, 62 in the negative
  - Article 2/3rds Required, 10 votes short

## Town Meeting Asked:

- **Why do we need to do this now?**
- **Would we charge for an extra barrel? How much? Where will the money go?**
- **Will we provide smaller barrels?**
- **Other questions?**





# Why do this now?

- **We heard loud and clear: manual collection is not an option!**
- **Automated collection is safer, fewer employee injuries**
- **More cost effective and will result in lower costs to the Town**
- **Rolling out now will make the Town bid more attractive**
- **Barrel costs will only continue to go up**

## In Summary:

1. **Cheaper to do it now**
2. **Will make our bid more competitive**
3. **Will give us plenty of time to work out the issues**
4. **Will give residents better products and services**





# Would we charge for an extra barrel?

- Town will provide one 64-gallon for trash per household
- Residents to pay \$200 per year for a second trash barrel, this is to cover solid waste transportation and disposal cost
- Town will provide one 64-gallon for recycling per household, second recycle barrel provided at no-cost

## Other Communities:

1. Bedford \$185/year
2. Burlington \$150/year
3. Wakefield \$150/year
4. Wilmington \$150/year
5. Tewksbury \$155/year
6. Methuen \$100/year
7. Belmont \$250/year
8. Lynn \$132/year
9. Milton \$156/year

(prices do not include any annual trash fees)





# What will we do with the revenue?

- All revenues from second barrels & overflow bags will be placed in a “Solid Waste Revolving Fund”
- Revenues will be collected and only used to offset future solid waste costs
- Appropriations can only be done by Town Meeting and require a majority vote
- Town Accountant will report annually the amount in the fund
- Fund will offset rising future costs

## PURPOSE OF A *RAINY DAY* FUND





# Will we provide smaller barrels?

- Yes! The Town will provide smaller, 32-gallon barrels to older residents on a case-by-case
- Residents will also be able to purchase “overflow bags” at stores like Market Basket





# Other Questions:

- Will my trash be tracked? No, the barrels come with RFID chips, but they are only used at distribution to verify each home received a barrel
- What if the Town doesn't want to go automated? We don't think the Town will have a choice, all communities will be automated
- Is the Town making money on this? No, any additional costs will be used to offset future costs and must be approved by Town Meeting
- Why can't I just buy a barrel? A barrel is a tool for automation and for control of our solid waste program, the Town will lose control if barrels are not standardized and issued by the Town

*Any other questions?*



# Next Steps:

- **Present to Finance Committee**
- **Present to Select Board**
- **Host Public Forum on Trash Collection**
- **Hold Lunch & Learn at Senior Center**
- **Demonstration of Trash Barrels at Community Events**

*Any other steps?*



DRAFT

**Subsequent Town Meeting - November 2023**

DRAFT

November 13(M); 16(Th); 20(M); M(27)

as of ->

8/17/2023

Art. #	Article Description	Sponsor	Details	Notes	Reports
1	Reports	Select Board	Killam School Building Update Sanborn Lane Private Road Update - Town Manager MBTA Communities Update		
2	Instructions	Select Board		defer to last night	
3	Amend the Capital Improvement Program FY24 - FY34	Select Board	Presentation - Sharon Angstrom		FINCOM
4	Amend the FY24 Budget	FINCOM	Presentation - Sharon Angstrom		FINCOM
5	Approve Payment of Prior Year's Bills	Select Board	Presentation - Sharon Angstrom	To be Tabled	FINCOM
6	Birch Meadow Phase II: a. Debt Authorization b. Dedicate Land for Birch Meadow Phase II for park purposes as under M.G.L. Chapter 45, Section 3 (PARC Grant) and c. transfer of the parcels from the School Committee to the Select Board	Select Board	Presentation - Jenna Fiorente	If PARC Funds Granted	FINCOM AND BYLAW
7	Approve Solid Waste Revolving Fund, from Sale of Trash Bags and Toter Rentals and Approve Funding for Rubbish and Recycle Barrels from Free Cash	Select Board	Presentation - Fidel Maltez		FINCOM
8	New Section 8.15 to the Town's General Bylaws, Snow Removal in the 40R District	Bylaw Committee	Presentation - Bylaw		BYLAW
9	Accept Chapter 41, Section 19K, Certified Massachusetts Municipal Clerk	Select Board	Presentation - Fidel Maltez		BYLAW
10	Accept Chapter 32B, Section 9D ½, Health Insurance for Surviving Spouse	Select Board	Presentation - Fidel Maltez		BYLAW

# COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. Officer's Return, Town of Reading:

By virtue of this Warrant, I \_\_\_\_\_, on \_\_\_\_\_, 2023 notified and warned the inhabitants of the Town of Reading, qualified to vote on Town affairs, to meet at the place and at the time specified by posting attested copies of this Subsequent Town Meeting Warrant in the following public places within the Town of Reading:

- Precinct 1     J. Warren Killam School, 333 Charles Street
  - Precinct 2     Reading Police Station, 15 Union Street
  - Precinct 3     Reading Municipal Light Department, 230 Ash Street
  - Precinct 4     Joshua Eaton School, 365 Summer Avenue
  - Precinct 5     Reading Public Library, 64 Middlesex Avenue
  - Precinct 6     Barrows School, 16 Edgemont Avenue
  - Precinct 7     Birch Meadow School, 27 Arthur B Lord Drive
  - Precinct 8     Wood End School, 85 Sunset Rock Lane
- Town Hall, 16 Lowell Street

The date of posting being not less than fourteen (14) days prior to Monday, November 13, 2023, the date set for Town Meeting in this Warrant.

\_\_\_\_\_  
Constable

A true copy Attest:

\_\_\_\_\_  
Laura Gemme, Town Clerk

# TOWN WARRANT



## COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

To any of the Constables of the Town of Reading, Greetings:

In the name of the Commonwealth of Massachusetts, you are hereby required to notify and warn the inhabitants of the Town of Reading, qualified to vote in the Local Elections and Town affairs, to meet at the Reading Memorial High School Performing Arts Center, 62 Oakland Road, in said Reading, on Monday, November 13, 2023 at seven-thirty o'clock in the evening, at which time and place the following articles are to be acted upon and determined exclusively by Town Meeting Members in accordance with the provisions of the Reading Home Rule Charter.

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**ARTICLE 1** To hear and act on the reports of the Select Board, School Committee, Library Trustees, Municipal Light Board, Finance Committee, Bylaw Committee, Town Manager, Town Accountant and any other Town Official, Board or Committee.

Select Board

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**ARTICLE 2** To choose all other necessary Town Officers and Boards or Committees and determine what instructions shall be given to Town Officers and Boards or Committees, and to see what sum the Town will vote to appropriate by borrowing or transfer from available funds, or otherwise, for the purpose of funding Town Officers and Boards or Committees to carry out the instructions given to them, or take any other action with respect thereto.

Select Board

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**ARTICLE 3** To see if the Town will vote to amend the FY 2024-34 Capital Improvements Program as provided for in Section 7-7 of the Reading Home Rule Charter and as previously amended, or take any other action with respect thereto.

Select Board

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**ARTICLE 4** To see if the Town will vote to amend the Town's Operating Budget for the Fiscal Year commencing July 1, 2023, as adopted under Article 12 of the Annual Town Meeting of April 24, 2023; and to see if the Town will vote to raise and appropriate, borrow or transfer from available funds, or otherwise provide a sum or sums of money to be added to the amounts appropriated under said Article, as amended, for the operation of the Town and its government, or take any other action with respect thereto.

**ARTICLE 5** To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide a sum or sums of money to pay bills remaining unpaid from prior fiscal years for goods and services actually rendered to the Town, or take any other action with respect thereto.

Select Board

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**ARTICLE 6** To see if the Town will vote to:

(1) Raise and appropriate, borrow, transfer from available funds or otherwise provide a sum or sums of money to pay the costs of infrastructure improvements to the Birch Meadow Complex (the "Project"), including but not limited to, the reconstruction of a municipal parking lot, the improvement of basketball courts, the reconstruction of a children's playground, and the resurfacing of tennis courts, including the payment of any and all other costs incidental and related to thereto;

(2) Pursuant to G.L. c.40, §15A, transfer the care, custody and control of Assessor Parcel 27-0-342, including any sports facilities thereon located on Bancroft Avenue in the Town of Reading, from the Town of Reading School Department to the *[Select Board or such other Board or Committee responsible for maintenance and preservation of park lands]*;

(3) Dedicate the portions of Assessors Parcels 27-0-343, 27-0-342, and 33-0-57 shown as "PROPOSED PARC AREA" on a plan entitled "Parkland Acquisition and Renovation for Communities (PARC) Plan Reading Memorial High School Birch Meadow Drive, Reading, Mass.", dated July 7, 2023, and on file with the Town Clerk, to park and recreation purposes under G.L. c. 45, §3, the premises being approximately 4.8 acres of land, including any sports facilities thereon located;

(4) Authorize the Town Manager to apply for any and all grants to fund the Project, including the Parkland Acquisitions and Renovations for Communities grant from the Executive Office of Energy and Environmental Affairs, and to take such other actions as necessary to carry the terms, purposes and conditions of any such grants;

or take any other action with respect thereto.

Select Board

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**ARTICLE 7** To see if the Town will take the following actions:

(1) Pursuant to G. L. c. 44, § 53E½, adopt a new revolving fund called the Solid Waste Revolving Fund, effective the fiscal year beginning July 1, 2025, by inserting a new Section 6.5.8 into the General Bylaws as follows:

**6.5.8 Solid Waste Revolving Fund**

Funds held in the Solid Waste Revolving Fund shall be used to offset the cost of curbside trash & recycling collection, disposal of solid waste, replacement totes, and any other costs associated with the administration of the trash and recycling program that arise due to the sale of second totes and overflow bags, and shall be expended by the Director of Public Works, upon the recommendation of the Town Manager. Receipts credited to this fund shall include the sale of second totes and overflow bags for the disposal of solid waste.

(2) Raise and appropriate, borrow, transfer from available funds or otherwise provide a sum or sums of money to pay the costs of acquisition, management, and distribution of rubbish and recycling barrels for residences currently on the municipal rubbish program, including the payment of any and all other costs incidental and related to thereto;

or take any other action with respect thereto.

Select Board

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**ARTICLE 8** To see if the Town will vote to adopt a new Snow Removal Bylaw by:

(1) Inserting a new Section 8.15 into the General Bylaws, as follows:

**8.15 Clearing of Public Sidewalks**

**8.15.1 Removal Requirement**

The owner or manager of any property abutting a sidewalk of a public way in the Downtown Smart Growth Overlay District, as shown on the Town's Zoning Map, shall cause the portion of said sidewalk abutting their property to be maintained in a non-slippery condition, suitable for pedestrian travel, by clearing any slush, loose, granular, or packed snow, and ice for the portion of the paved sidewalk abutting their property.

Removal of slush, snow, and ice shall be conducted in a manner that clears the full paved path or a minimum of forty two (42) inches wide, whichever is less, unless otherwise specified herein. Slush, snow and ice shall be removed by plowing, shoveling, scraping or other methods in such a manner as to not damage the sidewalk, and shall be performed within the first (4) four hours between sunrise and sunset after such slush, snow and ice has come upon such sidewalk. In the event of an unusually heavy snowfall, the time limit may be extended at the discretion of the Director of Public Works or their designee.

**8.15.2 Handicapped Ramps**

Handicapped access ramps located within a sidewalk of a public way shall be cleared to the full extent of the width and length of the main slope, curb ramps, landings and side slopes.

**8.15.3 Maintenance**

When necessary, the owner or manager shall maintain said portion of cleared sidewalk in a non-slippery condition by application of agents designed for such purposes, provided said agent is approved by the Director of Public Works. The Director of Public Works shall annually cause a list of such approved agents to be published on the Town’s website and posted in Town Hall from November to April. Individuals shall not apply any agent to the sidewalk which does not appear on the approved list without written permission from the Director of Public Works or their designee.

**8.15.4 Enforcement**

In addition to any other means of enforcement, the provisions of this bylaw and the regulations adopted pursuant thereto may be enforced by non-criminal disposition in accordance with the provisions of Section 1.8 of this bylaw, and MGL Chapter 40 Section 21D. Every calendar day upon which such violation exists shall be considered a separate offense; provided, however, that the offense count shall restart each fiscal year.

(2) Inserting a new line into Section 1.8 of the General Bylaws, as follows:

Bylaw Section	Bylaw Title	Enforcing Person	Penalty-First Offense	Penalty-Second Offense	Penalty-Additional Offences
8.15	Clearing of Public Sidewalks	Director of Public Works; Police Department	\$100	\$200	\$200

or take any other action with respect thereto.

Bylaw Committee

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**ARTICLE 9**

To see if the Town will vote to accept the provisions of Section 19K of Chapter 41 of the Massachusetts General Laws, which authorizes additional compensation for a Town Clerk who has been awarded a certificate by the Massachusetts Town Clerks' Association as a certified Massachusetts municipal clerk, an amount equal to 10 per cent of such regular annual compensation, but not more than \$1,000 per year; to qualify for such additional compensation, a Town Clerk shall submit to the Select Board proof of the award of the certificate; or take any other action with respect thereto.

Select Board

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**ARTICLE 10** To see if the Town will vote to accept the provisions of Section 9 D $\frac{1}{2}$  of Chapter 32B of the Massachusetts General Laws, which authorizes the Town to pay an additional amount above 50% for the health care premium cost for the surviving spouse of an employee or retired employee for group general or blanket hospital, surgical, medical, and other health insurance pay an additional or subsidiary rate.

Select Board

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and you are directed to serve this Warrant by posting an attested copy thereof in at least one (1) public place in each precinct of the Town not less than fourteen (14) days prior to November 13, 2023, or providing in a manner such as electronic submission, holding for pickup or mailing, an attested copy of said Warrant to each Town Meeting Member.

Hereof fail not and make due return of this Warrant with your doings thereon to the Town Clerk at or before the time appointed for said meeting.

Given under our hands this \_\_\_<sup>th</sup> day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Jacqueline McCarthy, Chair

\_\_\_\_\_  
Mark L. Dockser, Vice Chair

\_\_\_\_\_  
Karen Gately Herrick, Secretary

\_\_\_\_\_  
Carlo Bacci

\_\_\_\_\_  
Chris Haley

SELECT BOARD OF READING

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\_\_\_\_\_, Constable

# READING CENTER FOR ACTIVE LIVING PROJECT

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## REQUEST FOR QUALIFICATIONS DESIGNER SERVICES (RFQ) #xxx xx, 2023

### 1. INTRODUCTION

The Town of Reading, Massachusetts, (“Owner”), is seeking the services of a qualified designer (“Designer”) within the meaning of the Massachusetts Designer Selection Law M.G.L. Chapter 7C, Sections 44 through 58, to provide Designer Services for programming, feasibility, preliminary schematic design for new construction or addition to/renovation of the Town’s Pleasant Street Center, 49 Pleasant Street, Reading, Massachusetts to establish a new Reading Center For Active Living (the “Project”).

The Town is requesting the qualifications of a Designer to provide professional services during one and perhaps subsequent multiple Project phases.

- First, in Phase 1 the Designer will prepare a Facilities Program Study, using the information developed by ReCalc and the UMass Boston Center for Gerontology, and potentially additional input, to identify the interests and needs of the various stakeholders in order that the Owner may select a Design Program(s). The interest and needs analysis should include inter-generational programing.
- Second, in Phase 2 the Designer will complete a Feasibility Study investigating multiple options to a high level of detail to arrive at a Preferred Option based on the program, needs and interests identified and selected in Phase 1.
- Third, in Phase 3 the Designer will complete Schematic Design plans, high level specifications and cost estimates for the Preferred Option.
- Phase 1, 2, and 3 services, outlined in the three steps above shall be referred to herein as the Basic Services.

A potential Project may include a renovation and addition of the existing Pleasant Street Center building or construction of a new building which may be on an alternate site. The Fee for services related to the completion of the Basic Services will be negotiated but will not exceed \$250,000. “Extra Services” fees will not be allowed for Phase 1, 2 or 3.

### 2. GENERAL INFORMATION

The Owner believes in a design approach where all Project stakeholders are involved in the design process from start to finish on a collaborative basis. The process recognizes that non-inclusive and compartmentalized design decisions made unilaterally may have adverse impacts on achieving inclusive design goals. An inclusive design approach is required for the Project.



### **3. BACKGROUND**

#### Town's History, Profile and Organizational Structure:

Reading was settled in 1639 and incorporated as a Town in 1644. The Town has a traditional New England center surrounded by family-oriented neighborhoods and endeavors to be a welcoming community. Located in Middlesex County, Reading is only 12 miles north of the center of Boston. The Town lies close to the intersection of Interstate 93 and Interstate 95, allowing easy access to Boston. Principally a residential community, Reading has a significant but modest level of commercial businesses, many of which are located near the highways. The MBTA has a station in Reading which links the Town to Boston's North Station and has two bus lines which connect to the Orange Line. Reading is known for its award-winning schools and outstanding Town services. It has a safe, small-town feel and offers residents many recreational and cultural opportunities, both within the community and as part of the greater Boston region.

The Town is governed under a home-rule charter, which vests executive authority and responsibility to the elected five-member Select Board, who serve on rotating three-year terms. Legislative authority is vested in a 192-member elected Town Meeting. The Town Manager, who is appointed by the Select Board, serves as the Chief Administrative Officer.

Reading has approximately 26,000 residents, and nearly 26% of the Town's population are age 60 or above. The Reading Pleasant Street Center serves approximately 700 individuals in the in this age category on average per month, including over 3,500 units of services month which include social / recreation programs, support groups, health education, physical activities, cultural programs, Medicare counseling, help with benefit applications and related social services, and elder law assistance. Reading's over-60 population is projected to reach close to 30% of the general population by the year 2030.

#### Division of Elder and Human Services

The Division of Elder Services is part of the Public Services Department overseen by the Community Services Director and the Assistant Town Manager. The Division of Elder Services is responsible for aiding in the implementation of the Pleasant Street Center policies and programs and coordinates the Center's functions. The Elder and Human Services Administrator is appointed by the Town Manager and is responsible in carrying out its responsibilities of the Division of Elder and Human Services and Operates the Pleasant Street Center.

#### Council on Aging

The Council on Aging (COA) is established under section 4.7 of the Reading Home Rule Charter. The Council on Aging shall have all the powers and duties given to Councils on Aging by the Massachusetts General Laws, and such additional powers and duties as may be provided by the Charter, by Town Bylaw or by Town Meeting vote. The Council on Aging functions as a Board of Directors. The Council is composed of ten Reading citizens who have demonstrated a concern for and a commitment to the elderly. The Council is appointed by the Board of Selectmen. Their responsibilities include:

1. Identifying the needs & interests of senior citizens and encouraging programs to address those needs and interests.
2. Educating the community about the needs of senior citizens.
3. Developing a network for information sharing.
4. Establishing policy direction to be implemented by Reading Elder Services.

## Reading Center for Active Living Committee (ReCalc)

The Select Board created a volunteer Ad Hoc Committee: Reading Center for Active Living Committee (RECALC). ReCalc submitted its final report and highlighted findings in a PowerPoint presentation to the Selectboard on March 25, 2023. The committee also published a detailed report. The primary recommendation from ReCalc was to identify and implement a solution to the facility needs for the Senior population in the immediate (2 to 3 year) timeframe.

In addition to the primary recommendation (above), the following are supporting recommendations based on the work performed by ReCalc:

1. Review the identified needs, perform a more detailed assessment of priorities, and then define explicit plans to address the needs. This should include all aspects of facility, staffing, services, programs, transportation, financial, etc., and should consider centralized and distributed approaches to service/program delivery whenever possible.
2. Perform feasibility study (studies) on potential Senior Center and/or Community Center with dedicated space solutions that may include renovation or construction of buildings. Ensure any proposed facility satisfies all ADA requirements and inclusivity recommendations for all populations.
3. Advocate for continued investment in Elder Services (to support capital and operational expenses) aligned with the facility investments resulting from (1) and (2) above and Sr. Center use projections established from current use, demographic trends and comparable community data.
4. Develop communication strategies and tools to keep the community informed of efforts and the rationale/priority for addressing the identified issues and unmet needs.
5. Support the concept of a Senior Center(SC)/Community Center(CC) with dedicated SC space ensuring first that the needs of the Seniors are being met. Implicit in this recommendation is to consider the “inventory” of currently provided Reading services and facilities to determine how best to meet the needs of the community. Whenever possible space in the would be available for the community at large to use as is the option with current space at the Senior Center which is available for groups to reserve and use.

In the spring of 2023, the charge of ReCalc was expanded to identify 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. The committee is made up of 7 voting members, all Reading residents, appointed by the Select Board and comprised of the following: 1 member of the Select Board, designated by the Select Board, 1 member of the Council on Aging (COA), designated by the COA, 1 member of the Recreation Committee, designated by the Recreation Committee Chair, 4 at-large members from the community, preferably with background in architecture, design, planning, project management and community engagement, and/or who represent a variety of key stakeholder groups such as seniors who participate in our Elder and Human Services programs, eldercare professionals, families with age 60+ members who use our recreation programs, and those aged 60+ who don't currently use the Elder Services programs and an additional 1-2 associate members preferably with background and interest in financing options for programs at senior/community centers or other civic organizations, all to be recommended by the Volunteer Appointed Sub Committee.

ReCalc operates with the following goals: Information for Feasibility Study: Using information obtained and developed through review of best practices, visits to and discussions with other senior

/community centers around us, and survey results. ReCalc provides a document and information to be used by the firm being hired to perform the feasibility study. Program focus: Using the above tools and new interviews, explorations, and discussions, add programming review to help define what we may want to offer in terms of services for seniors. Focus on other similar communities, best practices, enticing new participants in the 60+ age bracket to attend programs at the center. Operating Finance: Explore a variety of financing alternatives used by other senior/community centers for programming activities to include donations, grants, town support and potentially other alternatives. Transportation: Explore transportation best practices for senior centers.

### The Pleasant Street Center

The Pleasant Street Center is located at 49 Pleasant Street, and is the former Reading Municipal Building. Built in 1885, this two-story brick building was the town's first municipal structure, housing the town offices, jail, and fire station. In 1918 all functions except fire services moved out of the building. The building was listed on the National Register of Historic Places in 1984. The former Reading Municipal Building is set on the southeast corner of Pleasant and Parker Streets, just off Reading's Main Street central business district. It is a rectangular two-story brick Renaissance Revival structure with a hip roof. Its northern facade is four bays wide, with the main entrance in the leftmost bay. The three first-floor windows are set in round-arch openings, while the four on the second are set in segmented-arch openings. The west facade originally housed the openings for the fire house, with three large round-arch openings now filled with wood paneling and windows below, and single segmented-arch windows flanking a central pair of narrow windows in the center bay. At the northeast corner, a wood-frame tower with Stick style decoration rises to a gable-over-hip roof.

The town of Reading was incorporated in 1644, but this, its first purpose-built municipal building, was not constructed until 1883. It was designed by local architect Horace G. Wadlin, and housed town offices, fire station, and the local jail. It served all of these roles until 1918, when the town offices were relocated to the present town hall in 1918. This building remained a fire station for many years, with its original round doorway openings combined into two rectangular openings to provide access for more modern fire equipment. The fire house facade has since been restored to its original form, albeit with the openings closed off. In 1991 the building was renovated and repurposed as the Pleasant Street Center which is Reading's local senior center.

Prior studies have determined that the Pleasant Street Center is no longer adequate to meet the needs of Reading's age 60+ population. The Pleasant Street Center cannot provide the volume of programs and services required to meet Reading's current or projected population. Moreover, the Pleasant Street Center facility's minimal compliance with ADA requirements, limited hours of operation, and unacceptable facility issues (including but not limited to noxious fumes, lack of a functional kitchen, and inadequate space for staff as well as seniors' use) make continued use of the building in its current condition unacceptable.

## **4. PROJECT GOALS AND OBJECTIVES**

In the process of evaluating facilities programs for senior citizens, the Town also seeks to evaluate alternative facility programming which may provide services and programs that go beyond the traditional thinking when addressing the needs of the senior community in order to develop a new Reading Center for Active Living which also can serve a broader community base, keeping in mind that senior community must be prioritized. Programming options may include needs identified by the Recreation Department as well.

Overall Project Objectives include:

- Fostering an inclusive environment that welcomes all among Reading's 60+ population (currently approximately 7,000 residents) who wish to participate in Elder Services programming and services by ensuring that all proposals adhere to principles of Universal Design, as opposed to settling for compliance with minimum ADA requirements. (See, for example, guidelines on the Institute for Human Centered Design website [humancentereddesign.org](http://humancentereddesign.org).)
- Ensuring that Elder and Human Service's mission and goals are fully understood, updated as necessary, and incorporated into the process, while establishing potential goals for a Reading Center for Active Living, that may incorporate inter-generational programming;
- Engaging with all stakeholders, from project outset to ensure a collaborative approach is maintained throughout the design process, including involvement from multiple municipal entities;
- Assisting in communicating Project details with the public;
- Reviewing and assessing the existing programs, documentation and conditions, and information provided by ReCalc and the Elder and Human Services,
- Identifying opportunities for new programs and services for senior citizens and opportunities to provide a broader range of programs, services, and hours to a wider population.
- Providing a Facilities Program Study which will allow the Town to determine which program option(s) is /are appropriate for the Town. Coordinating with the Town in identifying other approvals required by any governing agency and coordinating submittal materials for such approvals;
- Investigating the most appropriate design options and phasing plans; including temporary operational space, if required;
- Identifying any community, traffic, or neighbor concerns that may impact study options;
- Developing accurate and complete cost estimates, including Life Cycle Costs as requested, at the Feasibility Phase.
- Supporting a design that is of high quality, efficient, cost effective, and conforms to Massachusetts High Performance Building Guidelines and LEED for Municipal Buildings at a minimum, and complies with all applicable regulatory requirements including the Massachusetts Stretch Code.
- Developing and evaluating creative energy efficiency solutions over and above the stretch code and innovative alternative sustainable design solutions, including but not limited to active/passive solar, geothermal, etc., and identifying alternate funding sources, first costs and paybacks;

To accomplish this, the selected Designer will be working in partnership with various Town departments, committees, and sub-committees. The local committees will include at a minimum:

- Reading Select Board, Permanent Building Committee, Reading Center for Active Living Committee, Council on Aging, Elder and Human Services, Recreation Department, Office of Equity and Social Justice, and the Town Manager.
- Community Development Department, Development Review Team (DRT) - Prior to construction at any municipal building, the Director of Community Development reviews projects for consistency and compatibility with all applicable planning and analytical studies.
- Facilities Department and Department of Public Works.
- Finance Committee.
- Public Meetings at other Town Committees – As may be required.

- Other committees and Departments including Conservation Commission, Fire Department, Police Department, etc. – As may be required for local reviews.

The Designer will assist the Owner in identifying other approvals required by the Commonwealth of Massachusetts. Such approvals may include:

- Massachusetts Architectural Access Board (MAAB)
- Massachusetts Historical Commission (MHC)

Needs and building conditions assessments and other background documents shall be available for informational purposes and include:

- UMass Boston Gerontology Institute, Community Engagement and Planning: Reading Center for Active Living (ReCalc)  
<https://www.readingma.gov/DocumentCenter/View/7803/Reading-Center-for-Active-Living--UMass-Gerontology-Institute-Final-Report-PDF>
- READING CENTER FOR ACTIVE LIVING COMMITTEE (RECALC)  
<https://www.readingma.gov/601/Reading-Center-for-Active-Living-Committ>

## **5. PROJECT PHASING DESCRIPTION**

### **Phase I: Facilities Program Study**

**2-3 months**

The Town will embark on a Facilities Program Study to evaluate facility programming options to address senior citizens’ needs as well as alternatives which may provide services and programs that go beyond traditional thinking for the development of an Active Center for Living. Programming options may include needs identified by the Parks and Recreation Department as well. Phase I tasks should include but are not limited to:

- Discussions with current senior center users, all stakeholders, Pleasant Street Center staff, Council on Aging, Recreation Department, Reading Center for Active Living Committee (ReCalc), Permanent Building Committee, Select Board and the general public;
- Review of previous studies developed by UMass Boston Gerontology Institute
- Review of previous design work developed by Gienapp Architects
- Review of ReCalc final recommendations and findings
- Review of Elder and Human Services programs
- As needed, information gathering of interests of the greater community using a variety of tools such as developing community and user surveys, facilitated public meetings and/or focus group interviews.
- The process should consider the space and programming needs of the Pleasant Street Center, as well as the needs and desires of Town residents, with a priority to meeting the needs of Seniors.
- The Facilities Program Study will include optional programs for each group and options to accommodate all groups combined. The study will identify program space needs, approximate building sizes and square foot costs, and corresponding site area and access requirements to support each program option. The study will also identify what program options are viable for an addition / renovation project of the existing Pleasant Street Center.

### **Phase II: Feasibility Study**

**4-6 months**

### **Phase III: Schematic Design Phase/Site Plan Approval**

**4-6 months**

The anticipated initial Contract period will be from October 1, 2023, or the date of contract execution, whichever is later, through the completion of the Basic Services Phase. The Town reserves the right to terminate the services provided by the selected firm/individual at the end of the Basic Services Phase and re-solicit Designer services or to continue with the selected Designer beyond this phase.

## **6. SCOPE OF SERVICES FOR PHASE II AND PHASE III**

During the feasibility, schematic design and design development phases of the project, the Owner will require interactive working group sessions to explore site strategy options, design concepts, evaluation criteria, programming requirements, sustainability goals and potential solutions.

The anticipated scope of the Feasibility Study includes but is not limited to: Investigating the existing building and site and potential alternate sites providing conceptual plans and elevations that meet the program and space requirements of the Owner for an addition / renovation project, new construction on the existing site, and evaluation of potential alternate sites with new construction. The Feasibility Study will be based on the Facility Program(s) selected by the Owner as a result of the Phase I study.

Designer Services include, but are not limited to, verification of existing record information including building dimensions, details and general existing conditions, cost estimating, all architecture as well as traffic, civil, site development, sanitary, mechanical, electrical, plumbing, fire protection, structural, site planning and landscape architecture, basic environmental permitting, graphics, lighting design, acoustics, data and communication; any specialty consultants; code consultants, accessibility and inclusion, energy evaluations including the coordination of energy rebates, detailed cost estimates, LEED or sustainable design consultants; Furniture, Fixtures & Equipment (FF&E) including programming, specifications, procurement.

## **7. MINIMUM QUALIFICATIONS & REQUIREMENTS**

Each Designer submitting a Statement of Qualifications (SOQ) must certify in its cover letter that it is a qualified Designer within the meaning of the Massachusetts Designer Selection Law, M.G.L. Chapter 7C, Sections 44 through 58, employing a Massachusetts registered architect responsible for and being in control of the services to be provided pursuant to the Contract. Any Designer that fails to include such certification in its response, demonstrating that these criteria have been met, will be rejected without further consideration.

## **8. EVALUATION & SELECTION CRITERIA**

In evaluating proposals, the Owner will consider the members of the proposed design team. Identify those member(s) of the proposed design team who will be responsible for the following categories of work: (Firm's name, individual's name and professional registration or license number, as applicable, must be listed in the application for each category of work).

- a. Architecture*
- b. Universal Design/Inclusive Design Consultant*
- c. Geotechnical Engineering*
- d. Geo-Environmental*
- e. Site Survey*
- f. Archeological Survey*
- g. Hazardous Materials*

- h. Civil Engineering***
- i. Structural Engineering***
- j. Landscape Architecture***
- k. Fire Protection Engineering***
- l. Plumbing Engineering***
- m. HVAC Engineering***
- n. Electrical Engineering***
- o. Lighting Consultant***
- p. Energy Modeling***
- q. Data/Communications Consultant***
- r. Specifications Consultant***
- s. Sustainable/Green Design/Renewable Energy Consultant***
- t. Cost Estimating***
- u. Accessibility Consultant***
- v. Traffic Consultant***
- w. Interior Design, Furniture, Fixtures and Equipment Consultant***
- x. Code Consultant***
- y. Security Consultant***
- z. Acoustical Consultant***

Applicants must address each category of work listed above in their application whether it is to be performed by in-house staff or by sub-consultant(s). Failure to address category may result in the elimination of the applicant from consideration on this project.

As a starting point, The Owner will consider the following minimum criteria in evaluating proposals:

- a. Prior Senior Center or Community Center with dedicated Senior Center space or closely related experience best illustrating current qualifications for the project. Firms / teams demonstrating significant experience with Facilities Programming for these project types as are deemed to be highly desirable.
- b. Demonstrated knowledge and experience in applying Universal Design concepts and techniques.
- c. A statement of the Designer's philosophy on the importance of educating Owner and stakeholders about principles of Universal Design and the priority of Universal Design principles in facility design decisions.
- d. Past performance of the firm, if any with regard to public or private projects across the Commonwealth, with respect to:
  - i. Quality of project design.
  - ii. Quality, clarity, completeness and accuracy of feasibility studies.
  - iii. Ability to meet established program requirements within allotted budget and to design to budget.
  - iv. Ability to meet schedules including submission of design and contract documents, processing of shop drawings, contractor requisitions and change orders.
  - v. Coordination and management of consultants.
- e. Current workload and ability to undertake the contract based on the number and scope of projects for which the firm is currently under contract.
- f. The identity and qualifications of the consultants who will work on the project.
- g. Demonstrated ability to lead a collaborative team approach to the project.
- h. The financial stability of the firm.

- i. The qualifications of the personnel to be assigned to the project.
- j. Geographical proximity of the firm to the project site or willingness of the firm to make site visits and attend local meetings as required by the client.
- k. Additional criteria that the Town considers relevant to the project.

**9. EVALUATION CRITERIA**

Submissions will be assessed by the review evaluating the offeror's overall qualifications, including its methodologies, technical abilities, and previous experience and qualifications of individual members of the Consultant Project Team and the proposed sub-consultants. The Selection committee may include the following individuals, the make-up of the selection committee is at the discretion of the Owner:

- 1. Director of Facilities
- 2. Community Services Director
- 3. Town Manager
- 4. Select Board Member
- 5. Member of ReCalc
- 6. Member of COA
- 7. Member of Permanent Building Committee

The Committee will rank the proposals based upon the experience, qualifications, and organizational capacity of the consultant team in the following categories:

<b>Successful engagements for design and construction of at least three (3) senior center / community centers, new facilities or renovation projects.</b>	
20 Points	Offeror has at least three (3) or more successful engagements for renovation of senior center / community center facilities, at least one of which utilizes universal design.
10 Points	Offeror has two (2) successful engagements for renovation of senior center / community center facilities, at least one of which utilizes universal design.
5 Points	Offeror has one (1) successful engagements for renovation of senior center / community center facilities, at least one of which utilizes universal design.
0 Points	Offeror has no prior senior center renovation engagements.

<b>Offeror project experience with local governments and other public agencies.</b>	
20 Points	Offeror has five (5) years of experience or more working with school districts, local governments, and other public agencies.
10 Points	Offeror has three to four (3-4) years of experience or more working with school districts, local governments, and other public agencies.
5 Points	Offeror has two years or less experience or more working with school districts, local governments, and other public agencies.



0 Points	Offeror has no experience or more working with school districts, local governments, and other public agencies.
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Offeror has demonstrated success in designing high quality, durable, and efficiently operated projects that support inclusion and accessibility.	
20 Points	Offeror has successfully demonstrated the ability to design high quality, durable, and efficiently operated projects in the last five (5) years
10 Points	Offeror has successfully demonstrated the ability to design high quality, durable, and efficiently operated projects in the last four (4) years.
5 Points	Offeror has demonstrated the ability to design high quality, durable, and efficiently operated projects in three (3) years or less.
0 Points	Offeror has not demonstrated the ability to design high quality, durable, and efficiently operated projects.

Record of completing projects on budget and on schedule.	
20 Points	Positive response from three or more references.
10 Points	Positive response from two references that are generally good.
5 Points	One negative response from a reference.
0 Points	More than one negative response from references.

Project team includes highly experienced personnel in disciplines needed to design and oversee construction of a new facility or renovation of existing building for a senior center utilizing universal design principles, as outlined in Section 8 above.	
20 Points	Project team leader is a licensed architect or engineer and has at least ten (10) years of experience in design and construction administration with municipalities or school districts. Team includes all disciplines required for the project.
10 Points	Project team leader is a licensed architect or engineer and has at least seven (7) years of experience in design and construction administration with municipalities or school districts. Team includes all disciplines required for the project.
5 Points	Project team leader is a licensed architect or engineer and has at least five (5) years of experience in design and construction

	administration with municipalities or school districts. Team does not include all disciplines required for the project.
0 Points	Project team leader is not licensed or has less than five (5) years of experience working with municipalities or school districts. Team does not include all required disciplines for the project.

## **10. SELECTION PROCESS & SELECTION SCHEDULE**

### Process:

- a. The Owner acting through the Selection Committee will perform a review of all responses, to determine if they meet minimum criteria established in the RFQ. Respondents who do not meet the minimum criteria will not be further considered. The minimum criteria is outlined in Section 8 above.
- b. The Review Committee members will score each proposal that has met the minimum criteria based on the weighted evaluation criteria identified in Section 9 of the RFQ.
- c. Based on the initial scores the Review Committee will rank the Respondents and short-list a minimum of three (3) Respondents.
- d. The Review Committee will schedule interviews with the short-listed Respondents. Each short-listed Respondent will be given an opportunity to make a brief presentation on their experience and capabilities to successfully provide the required project management services. Review Committee members will have an opportunity to discuss the responses and ask questions.
- e. Following the interviews, the Review Committee members will develop final rankings based, in part on, the point value Evaluation Criteria in the RFQ, identified in Section 9 above, and on additional information obtained during the interviews.
- f. The Review Committee will transmit a list of ranked finalists to the Procurement Office and Town Manager. The submitted list shall be accompanied by a written explanation.
- g. The Procurement Officer and the Town Manager will commence fee negotiations with the first-ranked Respondent.
- h. If the Owner is unable to negotiate a contract with the first-ranked selection, the Owner will then commence negotiations with its second-ranked selection and so on, until a contract is successfully negotiated and approved by the Owner.
- i. The Owner may re-advertise the RFQ if fewer than three responses are received.

### Schedule:

The following is a tentative schedule of the selection process, subject to change at the Owner's discretion.

Sept 6, 2023	Advertise in the <i>Daily Times Chronicle</i> .
Sept 13, 2023	Advertise in the <i>Central Register</i> of the Commonwealth of Massachusetts
Sept 20, 2023	RFQ available on Town's website: <a href="http://www.readingma.gov/">www.readingma.gov/</a>
Oct 3, 2023 Reading	Project briefing and facility tour 11:00 AM 49 Pleasant Street,
Oct 12, 2023	Last day for questions 12 noon

Oct 17, 2023	Responses to Questions issued by Purchasing Department
Oct 26, 2023	SOQs due to Purchasing Department 11:00 AM
Nov 2, 2023	Respondents short-listed
Nov 6, 2023	Interview short-listed Respondents
Nov 11, 2023	Start negotiations with selected Respondent
Nov 27, 2023	Execute contract

This RFQ may be obtained after 10:00 a.m. on **Sept 20, 2023** from:

Purchasing Department  
Reading Town Hall  
16 Lowell Street  
Reading, Massachusetts 01867  
Email: [purchasing@readingma.gov](mailto:purchasing@readingma.gov)

or at

[www.readingma.gov/](http://www.readingma.gov/)

Proposers requiring clarification or interpretation of the RFQ shall make a written request to the Purchasing Department as indicated above, by noon on **Thursday, Sept 30, 2023**. Proposers contacting ANY TOWN EMPLOYEE or any other person regarding this RFQ outside of the Purchasing Department, once the RFQ has been released, may be disqualified from the procurement process.

The Town will make best efforts to give written Responses to the Questions no later than **October 17, 2023** to all individuals or firms requesting a copy of this RFQ by an email Addendum.

A Project briefing will be held at:

The Pleasant Street Center, 49 Pleasant Street, Reading, MA 01867 **October 3, 2023** at 11:00 a.m. Attendance at the briefing is not mandatory.

Sealed responses to the RFQ from qualified persons or firms must be clearly labeled “RFQ #XX-XX Designer Services for Reading Center for Active Living” and delivered to the Purchasing Department at its address above no later than **11:00 AM on Thursday, October 26, 2023**. The sealed responses must include five (5) hard copies and an electronic copy of the response. SOQs may be delivered in person, by courier or by mail. *SOQs submitted by fax or electronic mail will not be considered.*

SOQs will not be accepted nor may submitted SOQs be corrected, modified or withdrawn after the deadline. There will be no public opening of the SOQs, though on the deadline date a list of all persons who submitted an SOQ will be published. Proposers are responsible for downloading the specifications from the Town’s web site, and are requested to email the Purchasing Department ([purchasing@readingma.gov](mailto:purchasing@readingma.gov)) their company name, address, email address, phone & facsimile number and what bid # (i.e. #XX-XX) they have downloaded.

The Town of Reading, reserves the right to reject any and all SOQs, to waive any defects, informalities, and minor irregularities; and to award contracts or cancel this RFQ if it is in the Town’s

best interest to do so. The Town of Reading is an AA/EEO employer, and encourages MBE and WBE firms to apply.

## **10. SOQ REQUIREMENTS**

Persons or firms submitting an SOQ must meet the following requirements:

- a. **Submit five (5) hard copies, and one (1) digital copy** in PDF format. Responses should be printed double-side and bound in such a manner that the pages lie and remain flat when opened. The specific organization and orientation of the proposal is at the applicant's discretion, but it is recommended that the proposal be laid out in such a manner that the reader doesn't need to be constantly rotating the proposal. Proposals should not be provided with acetate covers.

The Owner will only accept hard original copies of SOQs. *Responses submitted by fax or electronic mail will not be considered.*

The Owner assumes no responsibility or liability for late delivery or receipt of Responses. All Responses received after the stated submittal date and time will be judged to be unacceptable and will be returned unopened to the sender.

- b. Applications must be accompanied by a concise cover letter that is a maximum of two pages in length. A copy of the cover letter should be attached to each copy of the application. The cover letter must include the certifications as noted in Section 7 of this RFQ.
- c. Applicants may supplement this proposal with graphic materials and photographs that best demonstrate design capabilities of the team proposed for this project subject to the page limitations as set forth in the Standard Designer Application Form.

## **11. REQUIREMENTS FOR SOQ CONTENT**

All copies of SOQs shall be:

- Presented in an organized and clear manner;
- Must include all required certifications;
- Must include the following information:
  - A. Cover letter shall be a maximum of two pages in length and include:
    1. An acknowledgement of any addendum issued to the RFQ.
    2. An acknowledgement that the Respondent has read the RFQ. Respondent shall note any exceptions to the RFQ in its cover letter.
    3. A specific statement regarding compliance with the minimum requirements identified in Item 7 of this Request for Services to include identification of registration, number of years of experience and where obtained.
    4. A description of the Respondent's organization and its history.
    5. The signature of an individual authorized to negotiate and execute the Contract for Designer Services, in the form that is attached to the RFQ, on behalf of the Respondent.

6. The name, title, address, e-mail and telephone number of the contact person who can respond to requests for additional information.
- B. Selection Criteria: The response shall address the Respondent's ability to meet the "Selection Criteria" Section.
- C. Certifications: Respondents will be required to submit certifications required in M.G.L. c. 7C, §51(d)(1)-(iv).

## **12. PAYMENT SCHEDULE & FEE EXPLANATION**

The Owner will negotiate the fee for services dependent upon an evaluation of the level of effort required, job complexity, specialized knowledge required, comparison with past project fees, and other considerations.

## **13. OTHER PROVISIONS**

### **A. Public Record Law**

All responses and information submitted in response to this RFQ are subject to the Massachusetts Public Records Law, M.G.L. c. 66, § 10 and c. 4, § 7(26). Any statements in submitted responses that are inconsistent with the provisions of these statutes shall be disregarded.

### **B. Waiver/Cure of Minor Informalities, Errors and Omissions**

The Owner reserves the right to waive or permit cure of minor informalities, errors or omissions prior to the selection of a Respondent, and to conduct discussions with any qualified Respondents and to take any other measures with respect to this RFQ in any manner necessary to serve the best interest of the Owner and its beneficiaries.

### **C. Communications with the Owner**

The Town's Purchasing Department:

Purchasing Department  
Reading Town Hall  
16 Lowell Street  
Reading, Massachusetts 01867  
Email: [purchasing@readingma.gov](mailto:purchasing@readingma.gov)

Respondents that intend to submit a SOQ are prohibited from contacting any of the Town's staff other than the Town Purchasing Department. An exception to this rule applies to Respondents that currently do business with the Town, but any contact made with persons other than the Purchasing Department must be limited to that business, and must not relate to this RFQ. In addition, such respondents shall not discuss this RFQ with any of the Town's consultants, legal counsel or other advisors. ***FAILURE TO OBSERVE THIS RULE MAY BE GROUNDS FOR DISQUALIFICATION.***

### **D. Costs**

The Owner is not liable for any costs incurred by any Respondent in preparing its SOQ or for any other costs incurred prior to entering into and only in accordance with a Contract between the Respondent and the Owner.

## **E. Withdrawn/Irrevocability of Responses**

Applicants may withdraw an SOQ as long as the written request to withdraw is received by the Town of Reading Purchasing Department prior to the time and date of the SOQ opening.

## **F. Rejection of Responses, Modification of RFQ**

The Owner reserves the right to reject any and all responses if the Owner determines, within its own discretion, that it is in the Owner's best interests to do so. This RFQ does not commit the Owner to select any Respondent, award any contract, pay any costs in preparing a response, or procure a contract for any services. The Owner also reserves the right to cancel or modify this RFQ in part or in its entirety, or to change the RFQ guidelines. A Respondent may not alter the RFQ or its components.

## **G. Subcontracting and Joint Ventures**

Respondent's intention to subcontract or partner or joint venture with other firm(s), individual or entity must be clearly described in the response.

## **H. Validity of Response**

Submitted responses must be valid in all respects for a minimum period of ninety (90) days after the submission deadline.

## **ATTACHMENTS:**

### **RFQ Attachment A:**

Base Contract for Designer Services;

### **RFQ Attachment B:**

Required Certifications

- Satisfaction of State Tax Requirements
- Certificate of Authority
- Certificate of Non-Collusion
- Certificate of Tax Compliance
- Proof of Registration by the Commonwealth of Massachusetts an architect or professional engineer (if applicable)
- Demonstrated ability to secure general liability insurance, worker's compensation, and automobile insurance for all proposed staff that will be involved in the project
- List all claims, including insurance claims and claims in litigation or adjudicatory process or settled, brought by or against the firm/individual in the past three (3) years. Including for each the reason for the claim, name (s) of claimant(s) and outcomes.

### **RFQ Attachment C.1:**

Certificate of Good Standing and/or Tax Compliance

### **RFQ Attachment C.2:**

Certificate of Authority – Business Corporations

### **RFQ Attachment C.3:**

Certificate of Non-Collusion

### **RFQ Attachment C.4:**

Certificate of Tax Compliance



<b>August 22, 2023</b>		<b>Tuesday</b>	
	<b>Overview of Meeting</b>	<b>McCarthy</b>	<b>7:00</b>
	<b>Public Comment</b>	<b>Board</b>	<b>7:05</b>
	<b>SB Liaison &amp; Town Manager Reports</b>	<b>Board</b>	<b>7:15</b>
	<b>Discuss Proposed Changes to Town Personnel Policy: Military Leave</b>	<b>Board</b>	<b>7:20</b>
<b>HEARING</b>	<b>Package Liquor License Transfer: Baystate Liquors</b>	<b>Board</b>	<b>7:30</b>
	<b>Presentation from Reading Food Pantry Request for Additional ARPA Funds</b>	<b>Board</b>	<b>8:00</b>
	<b>Discuss Select Board Appointment to the Special Committee for Charter Review</b>	<b>Board</b>	<b>8:30</b>
	<b>Discussion on the Development a Dog Park in Reading</b>	<b>Board</b>	<b>8:45</b>
	<b>Discuss Director Equity &amp; Social Justice Hiring Process and Reporting Structure</b>	<b>Board</b>	<b>9:00</b>
	<b>Discuss Warrant for November Town Meeting</b>	<b>Board</b>	<b>9:15</b>
	<b>Review Request for Qualifications for Senior Center Feasibility Study</b>	<b>Board</b>	<b>9:30</b>
	<b>Discuss Future Agendas</b>	<b>Board</b>	<b>9:45</b>
	<b>Approve Meeting Minutes</b>	<b>Board</b>	<b>10:00</b>
<b>September 12, 2023</b>		<b>Tuesday</b>	
	<b>Overview of Meeting</b>	<b>McCarthy</b>	<b>7:00</b>
	<b>Public Comment</b>	<b>Board</b>	<b>7:05</b>
	<b>State Delegation Visit with Reading Select Board</b>		<b>7:15</b>
	<b>SB Liaison &amp; Town Manager Reports</b>	<b>Board</b>	<b>8:00</b>
	<b>Presentation by Reading Pickleball Players Association (RPPA)</b>	<b>Board</b>	<b>8:15</b>
	<b>Preview Warrant for November Town Meeting</b>	<b>Board</b>	<b>9:00</b>
	<b>Preview Capital Plan for FY2025</b>	<b>Board</b>	<b>9:15</b>
	<b>Vote to Appoint Select Board Member to the Special Committee for Charter Review</b>	<b>Board</b>	<b>9:30</b>
	<b>Discuss Future Agendas</b>	<b>Board</b>	<b>9:45</b>
	<b>Approve Meeting Minutes</b>	<b>Board</b>	<b>10:00</b>
<b>September 26, 2023</b>		<b>Tuesday</b>	
	<b>Overview of Meeting</b>	<b>McCarthy</b>	<b>7:00</b>
	<b>Public Comment</b>	<b>Board</b>	<b>7:05</b>
	<b>SB Liaison &amp; Town Manager Reports</b>	<b>Board</b>	<b>7:15</b>
<b>HEARING</b>	<b>Change of Manager Application - Anthony's Coal Fired Pizza</b>	<b>Board</b>	<b>7:30</b>
	<b>Vote to Close Warrant for November Town Meeting</b>	<b>Board</b>	<b>7:45</b>
	<b>Vote to Accept Easement from Meadow Brook Golf Course to Conservation Commission, Lot 5</b>	<b>Board</b>	<b>8:00</b>



	<b>Designate Town Manager as Town Representative on Designer Selection Panel for the MSBA, Killam School</b>	<b>Biard</b>	<b>8:15</b>
	<b>Discuss Community Preservation Act</b>	<b>Board</b>	<b>9:15</b>
	<b>Discuss Future Agendas</b>	<b>Board</b>	<b>9:30</b>
	<b>Approve Meeting Minutes</b>	<b>Board</b>	<b>9:45</b>
<b>October 10, 2023</b>		<b>Tuesday</b>	
<b>October 24, 2023</b>		<b>Tuesday</b>	
<b>November 7, 2023</b>		<b>Tuesday</b>	
<b>November 13, 2023</b>	<b>SUBSEQUENT TOWN MEETING</b>		
<b>November 16, 2023</b>	<b>SUBSEQUENT TOWN MEETING</b>		
<b>November 20, 2023</b>	<b>SUBSEQUENT TOWN MEETING</b>		
<b>November 21, 2023</b>		<b>Tuesday</b>	
<b>Novmeber 27, 2023</b>	<b>SUBSEQUENT TOWN MEETING</b>		
<b>December 5, 2023</b>		<b>Tuesday</b>	
	<b>Vote to approve annual licenses (delegated to TM Office)</b>		
	<b>Vote to approve Liquor Licenses</b>		
<b>December 6, 2023</b>		<b>Wednesday</b>	
	<b>Department Budget Presentations</b>		
<b>December 12, 2023</b>		<b>Tuesday</b>	
	<b>Department Budget Presentations</b>		
	<b>Future Meetings - Agenda Items</b>		
	<b>VASC Policy Changes and Recommendations</b>	<b>VASC</b>	
	<b>Discuss Early Sunday Hours at Recreational Fields &amp; Parks</b>	<b>Rec Comm</b>	
	<b>Public Safety Quarterly updates</b>	<b>Board</b>	
	<b>Air BnB update</b>	<b>CPDC</b>	
	<b>Update on 186 Summer Ave / Review of Select Board role (consult with Town Counsel)</b>	<b>Town Counsel</b>	
	<b>Discuss Police Department Policies with respect to Police Reform Legislation &amp; Department Accreditation</b>	<b>Board</b>	
	<b>Discuss and Approve Flag Policy</b>	<b>Board</b>	
	<b>Recurring Agenda Items</b>		
	<b>Close Warrant: Annual Town Meeting</b>	<b>March</b>	<b>3/1/2022</b>
	<b>Close Warrant: Subsequent Town</b>	<b>September</b>	<b>9/27/2022</b>

	<b>Appoint Town Accountant</b>	<b>March</b>	<b>Annual</b>
<b>HEARING</b>	<b>Approve Classification &amp; Compensation</b>	<b>May</b>	<b>Annual</b>
	<b>Appointments of Boards &amp; Committees</b>	<b>May/June</b>	<b>Annual</b>
<b>HEARING</b>	<b>Approve Tax Classification</b>	<b>October</b>	<b>Annual</b>
<b>HEARING</b>	<b>Approve Licenses</b>	<b>December</b>	<b>Annual</b>
	<b>Liaison: RCTV members Report</b>		<b>Annual</b>
	<b>Liaison: CAB (RMLD) member Report</b>		<b>Annual</b>
	<b>Liaison: MAPC member Report</b>		<b>Annual</b>
	<b>Liaison: Reading Housing Authority</b>		<b>Annual</b>
	<b>Liaison: Reading Ice Arena Report</b>		<b>Annual</b>
	<b>Town Accountant Report</b>		<b>Qtrly</b>
	<b>Economic Development Director</b>		<b>Semi-ann</b>
	<b>Parking/Traffic/Transportation Task</b>		
	<b>Town Board &amp; Committee visits</b>		
	<b>Town Department visits</b>		
	<b>Review Select Board Goals</b>		
	<b>Review Town Manager Goals</b>		<b>February/March</b>

## Select Board Draft Minutes

July 18, 2023

### Public Comment

John Lippitt expressed his opinion on the property rates. Residential rates keep going up while commercial does not. He believes the board needs to correct the commercial vs residential rates because it is not fair to homeowners.

### Presentation on FY25 Tax Rate

Town Assessor Victor Santaniello gave the board his annual presentation on setting the tax rate for FY25. His presentation can be found in the Select Board packet on the Town website.

Haley and Bacci were strongly opposed to continuing to split the tax rate any further out of fear of hurting the small businesses' in town.

### Autumn Hendrickson Book Presentation

Autumn Hendrickson, a Reading resident, gave the board an inside look into a book she is writing on the men and women from Reading and North Reading who went to war. She shared her extensive research she has done at the National Archives.

### Special Committee for Charter Review

Town Counsel Ivria Fried gave the board an overview on the process of creating a Special Committee for the Towns' upcoming Charter Review. The presentation can be found in the Select Board packet on the Town website. The board will discuss which Select Board member will represent the board on the Special Committee at their next meeting.

### Laision Reports

Bacci noted that the Bylaw Committee reorganized and are discussing potentially two new bylaws; one regarding snow removal and one about dogs in the town forest.

Haley noted the School Committee also reorganized. Sudeshna is leaving her position as the Director of Social Justice and thanked her for all her work here in town. He also wants to discuss relocating that position out of the library.

Dockser noted RECALC met and accepted the new charge the board came up with and created working groups. The commissioners of trust funds also met.

Herrick noted she met with Senator Lewis at office hours at the Pleasant Street Center. She attended the Camp Rice Moody event where they officially handed over the reins to the Girl Scouts of Eastern Massachusetts who will take responsibility for that property now. The MSBA met with regards to the Killam School building and our choice of project manager.

McCarthy noted last week the CPDC approved a Mosk and educational center at the former Rite Aid building. They also reviewed and accepted a preliminary subdivision at 246 Walnut Street; it still needs

to be reviewed by Conservation commission. The dog park public forum is next week. The fire department assisted with a birth last week.

#### Town Manager Update

He will be starting the budget process soon and prepping for town meeting in November. He gave the board an update on major construction projects.

#### Construction Demo Tracker

Town Engineer Ryan Percival showed the board the construction tracker the town has come up with to help residents understand when and where major construction will be impacting traffic. They discussed how often it would be updated and who keeps track of it.

#### 91 Green Street Driveway Waiver

Patrick Sainato is asking for a driveway waiver at his property located at 91 Green Street which is a multi-family dwelling. Engineering had to deny the waiver because it does not meet the requirements in the towns' Bylaws, and more specifically the Driveway Regulations. The request is for a 33-foot width of the proposed driveway but the regulations only allow 24 feet unless a waiver is approved. The request was then sent to PTTTF who reviewed the request and determined there was no concerns with traffic or public safety if this request was approved. The owner noted the request for the wider driveway is to allow for another car to park off street because of the multi-unit building will have multiple cars.

**Herrick moved to approve the driveway variance request at 91 Green Street as presented. The motion was seconded by Dockser and approved with 5-0 vote.**

#### Discuss Dog Park Forum

The forum will be next week and for residents to come voice their opinions about having a dog park in Reading. Resident Stephen Cool noted there is a foundation provides grants to towns to build dog parks. He noted their grant process is expiring at the end of the December so there is some urgency if we wanted to take advantage of the grant. The forum next week is to gauge residents' thoughts/interests and find a location. The grant process requires us to have a location for the park before applying. Memorial Park has restrictions on it which does not allow a dog park to be possible at that location.

#### Future Agendas

The board discussed future agendas. It was noted Meadow Brook withdrew their Alteration of Premises Application at this time. They may come back to the board in the future with a new request. The board decided to cancel their August 1<sup>st</sup> meeting and pick back up again at the end of the month.

**Dockser moved to cancel the boards August 1<sup>st</sup> meeting. The motion was seconded by Herrick and approved with a 5-0 vote.**

#### Minutes

The board edited previous meeting minutes.

**Herrick moved to approved the meeting minutes from June 20<sup>th</sup>, 2023 as amended. The motion was seconded by Dockser and approved with a 5-0 vote.**

**McCarthy moved to adjourn the meeting at 9:46 PM. The motion was seconded by Herrick and approved with a 5-0 vote.**