

Town of Reading Meeting Posting with Agenda

Board - Committee - Commission - Council:

Select Board

Date: 2025-09-16

Time: 7:00 PM

Building: Reading Town Hall

Location: Select Board Meeting Room

Address: 16 Lowell Street

Agenda:

Purpose: General Business

Meeting Called By: Jacquelyn LaVerde on behalf of Chair Chris Haley

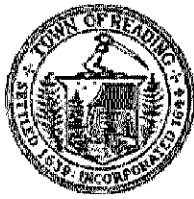
Notices and agendas are to be posted 48 hours in advance of the meetings excluding Saturdays, Sundays and Legal Holidays. Please keep in mind the Town Clerk's hours of operation and make necessary arrangements to be sure your posting is made in an adequate amount of time. A listing of topics that the 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:

	Zoom Option:	PAGE #
	Join Zoom Meeting https://us06web.zoom.us/j/84752494017 Meeting ID: 847 5249 4017 Dial by your location • +1 646 558 8656 US (New York) • +1 646 518 9805 US (New York)	
7:00	Pledge of Allegiance	
	Overview of Meeting	
7:05	Public Comment (For any items not included on the agenda)	
7:15	Town Manager Report	
7:20	Community Spotlight	
7:25	Discuss Potential Override/Budget Review - Valet Parking Fees	5
7:40	Update and Discussion on Trash & Recycling Contract	7
7:55	Discussion and Vote on Three-Month Extension of RCTV License Agreement	102
8:10	Discuss and Vote on New Annual All-Alcohol Restaurant Liquor	110

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

	License for Champions Indoor Golf V Inc. d/b/a Champions Indoor Golf, located at 1 General Way	
8:20	Discuss and Vote on Transfer of Annual All-Alcohol Liquor License for Yutao Inc. d/b/a Oye's Restaurant & Bar, located at 26 Walkers Brook Drive	174
8:30	Public Information Session 2: Review Charter Changes in Preparation for Town Meeting; including potential discussion and vote to amend Town Manager removal and Town Manager resignation sections	310
9:00	Potential invocation of the Rule of Necessity under the Conflict of Interest Law to allow Board action on warrant and Snow Removal Bylaw article	344
9:10	Vote to Close Warrant: Subsequent Town Meeting	355
9:25	Discussion and Vote to authorize the Town to participate in the settlement of national opioid litigations with Purdue/Sacklers and Secondary Opioid Manufacturers	391
9:35	Discuss a Lease Amendment and a Memorandum of Understanding regarding Parking for the Reading Center for Active Living (ReCAL) and Pickleball Courts with the Reading Ice Arena Authority, and Authorize a Select Board Member to Engage in Negotiations on behalf of the Board	
9:45	Brief Update on Status of Montessori Mulberry School	406
9:50	Select Board Liaison Reports	
10:00	Future Agendas	408
10:05	Approve Meeting Minutes <ul style="list-style-type: none"> • September 9, 2025 	410

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.

Select Board

Draft Motions

September 16, 2025

Discussion and Possible Vote on One-Month Extension of RCTV License Agreement

Move pursuant to Section 6 of the Grant Agreement with Reading Community Television (RCTV) dated June 20, 2019, to extend the Grant Agreement for an additional one month until October 31, 2025, on the same terms and conditions.

Public Hearing: New All-Alcohol Restaurant License for Champions Indoor Golf

- Read the hearing notice to open the hearing.
- Move to close the hearing regarding the new Annual All-Alcohol Restaurant Liquor License for Champions Indoor Golf.
- Move to approve the Annual All Alcohol Restaurant Liquor License for Champions Indoor Golf V Inc. d/b/a Champions Indoor Golf, located at 1 General Way.

Public Hearing: Transfer All-Alcohol Restaurant License for Oye's

- Read the hearing notice to open the hearing.
- Move to close the hearing regarding the Transfer of the Annual All-Alcohol Liquor License for Yutao Inc. d/b/a Oye's Restaurant & Bar.
- Move to approve the Annual All Alcohol Restaurant Liquor License for Yutao Inc. d/b/a Oye's Restaurant & Bar, located at 26 Walkers Brook Drive.

Close Subsequent Town Meeting Warrant

Move to close the Subsequent Town Meeting Warrant consisting of 11 Articles to take place on November 10, 2025.

Discussion and vote to authorize the Town to participate in the settlement of national opioid litigations with Purdue/Sacklers and Secondary Opioid Manufacturers

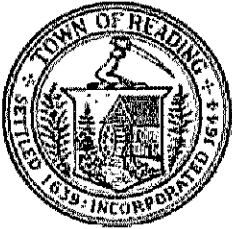
Move to authorize the Town Manager to execute all release and participation forms necessary for the Town to participate in the settlement of national opioid litigations with (1) Purdue and the Sacklers and (2) the secondary opioid manufacturers Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus.

Discuss a Lease Amendment Memorandum of Understanding... with the Reading Ice Arena Authority

Move to engage in lease amendment discussions with the Reading Ice Arena Authority and authorize Select Board Member [INSERT NAME HERE] to engage in such negotiations on behalf of the Board.

Discuss and Vote to Approve Prior Meeting Minutes

Move to approve the meeting minutes of September 9, 2025, as presented (**or** amended).



READING POLICE DEPARTMENT

OFFICE OF THE CHIEF

15 Union Street, Reading, Massachusetts 01867
Emergency Only: 911 All Other Calls: 781-944-1212 Fax: 781-944-2893
www.readingma.gov/police-department

Reading Select Board
9/11/25
Re: Valet parking for businesses

The Reading Police Department has several concerns regarding the proposed traffic regulations that would dedicate on-street public parking and municipal parking lot spaces to a private business.

The mission of the Reading Police Department, in conjunction with the Parking Traffic Transportation Task Force, has been to provide equitable parking for all downtown businesses and residents. There are a variety of businesses with different needs. Some would like a pick-up/drop-off area, some would want 10–15-minute parking restrictions, while others want four hours or more. We take a holistic approach to public parking, and we cannot base the regulations on the exact needs of one business over another. Not only do we feel this is the best approach, but it is the only way we can keep up with enforcement. Several years ago, we ended the leased program for these reasons.

Enforcement:

The Parking Enforcement Officer is hired for only 32 hours a week and is dedicated to enforcing the daytime regulations. Although police officers can write parking tickets, our call volume is too high to keep up with proactive enforcement, especially in the evening hours. Several years ago, we asked the Select Board to amend all parking regulations to end at 5:00 pm because we could not keep up with enforcing the 30-minute parking regulations in the evening, and again to make it fair throughout the downtown.

If spaces were leased to a business, then that business would, in all practicality, own those spaces during the hours approved by the select board. That business would be responsible for towing any vehicles parked in those spaces during the established hours, and any maintenance (snow removal, for example) during the approved hours. The spaces would revert to the town's ownership outside of the hours approved.

This would include spaces on the street used for the queuing of cars for the valet stand and any spots used by the businesses in any town-owned lot.

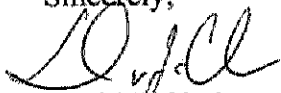
The business would be responsible for providing appropriate signage with clear language stating the starting hours and ending hours that the spots are leased, that vehicles parked in violation will be towed, including listing the name and phone number of the tow service used by the business. The business would be responsible for notifying the police department when any cars are towed. We believe this is going to cause major confusion to visitors downtown. We think it will be a difficult transition switching from public parking to private. Currently, if a visitor or resident stays over the time limit, they can receive a \$25.00 parking ticket. However, leasing the space to a private business would call for that vehicle to be towed at the owner's expense, which, at a minimum, is over \$100.00.

Another factor that should be made aware of is that when the CPDC is making decisions for new businesses and residential living, they are accounting for the municipal open spaces that are available to all users. This would change that.

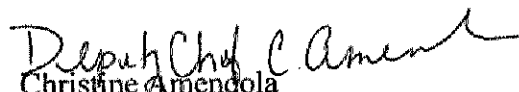
We also believe that this will create a slippery slope with multiple businesses wanting this, leaving no parking space for businesses that cannot afford to lease spaces or businesses wanting dedicated parking in front of their businesses or more restrictive parking for their customers (10- or 15-minute parking) that we do not have the staff to enforce.

We also believe that this will create an issue with residents who live in apartments/condos in the area, who have ample parking spaces for guests now, but will no longer have that if all the spaces are leased out to businesses. Based on all these concerns, the Reading Police Department does not support the idea of leasing public right-of-way and parking to private businesses.

Sincerely,



David J. Clark
Chief of Police



Christine Amendola
Deputy Chief of Police



Town of Reading

16 Lowell Street
Reading, MA 01867-2685

MEMORANDUM

To: Reading Select Board

From: Town Manager Matt Kraunelis

Re: Recommendation to the Select Board for Trash and Recycling Collection Services

Executive Summary:

Over the last 14 months, town staff engaged in a rigorous process to return a favorable contract for curbside rubbish and recycling. Currently the town is in the final year (ends June 30, 2026) of a ten-year contract originally with JRM, which was bought out by Republic Services. This memo details the months of planning and development with the request for proposals (RFP), the proposals received, the finalists, pricing, and the recommendation.

Based on the preliminary estimates from our current provider, more than a year of diligent research and preparation, and the responding proposals, town staff recommends **Waste Management** as the next trash and recycling provider for Reading.

This memo and supporting documents serve as the discussion points for your meeting on September 16. Staff will return at the subsequent meeting in October to answer questions raised on September 16 and request a vote of the Select Board to authorize me to sign a five-year agreement with Waste Management for curbside rubbish and recycling collection to begin July 1, 2026.

Planning & Release of RFP

In the Fall of 2024, the Town of Reading began having an internal meeting every Monday to discuss our wants and needs for trash and recycling collection in Reading and the process of issuing our new RFP for these services. The team consisted of Public Works, Procurement, Town Finance, and Town Management. On top of the weekly meetings, the Town of Reading was involved in a Massachusetts Department of Environmental Protection (MassDEP) contract best practices group that met the first Wednesday of the month. This group was led by MassDEP and included staff from other communities around the Commonwealth who were going through the same process where topics included personal experiences, challenges, contracts, procurement, and how to get the best possible outcome for your municipality. Throughout this time of meeting weekly, parts of the RFP would be refined based on feedback from procurement and DPW as well as input from our colleagues at MassDEP and the other municipalities. Thus, began the development of the RFP. During this time, we also were working on the rollout of the trash and recycling carts.

While the Town was having the internal weekly meetings, we also wanted to support the education and transition to the new trash and recycling service with the new cart rollout to enable automated pickup, whereas a total of 37 communication activities have been completed to date, to this effect. These efforts included public outreach events, social media posts, and newsletters aimed at keeping residents informed and engaged throughout the process. Once the Select Board grants approval for me to sign the new contract, the Town will begin hosting additional public events to share updates and provide education on the transition process. *(The full list of all social media and public engagement events can be seen at the end of this memo.)*

From March 31 – April 4 the Town of Reading procured a 5-day recycling audit for the town by US Waste Audits. The recycling audit was conducted at the Republic Services Material Recovery Facility (MRF) by representatives from US Waste Audits and witnessed by a town official. The recycling audit was performed to determine the specific types of materials that make up the recycling stream from every recycling collection route in town. This information was important to know as recycling processing must now be included as a charge in the new contract. The town wanted to understand the composition of our recycling material to ensure that the Recycling Blended Value yielded the highest possible return to the Town. *(The full recycling audit can be seen at the end of this memo.)*

In April of 2025, the Town sent copies of our final RFP to Legal counsel and MassDEP. After meeting with them the release schedule was finalized. It can be seen below:

Release Date of RFP	9:00 AM, Tuesday, May 27, 2025
Optional Pre-Proposal Meeting (see 1.21)	10:00 AM, Thursday, June 5, 2025
Deadline for Round 1 Questions	10:00 AM, Wednesday, June 18, 2025
Round 1 Addendum issued Sent By	5:00 PM, Wednesday, June 25, 2025
Deadline for Round 2 Questions	10:00 AM, Tuesday, July 8, 2025
Round 2 Addendum issued Sent By	5:00 PM, Tuesday, July 15, 2025
Proposal Due Date	1:00 PM, Thursday, July 31, 2025
Anticipated Award Date	September, 2025
Contract Start Date	Sunday July 1, 2026

The RFP was live for nine weeks, giving vendors ample time to attend a pre-proposal meeting, and to submit questions to the Town. The Procurement team issued two addendums based on questions received from vendors.

On July 31, the Town received a total of **five** submissions for our Trash and Recycling Collection Services RFP. The following companies provided a submission: **Casella Waste Systems, Republic Services, EZ Disposal & Recycling, Waste Management, and EL Harvey & Sons.**

I have provided a link for you to review the proposals: [25-25 Trash and Recycling Collection Services Received Bids.](#)

Review & Selection Process

The review team consisted of Matt Kraunelis, Jayne Wellman, Sharon Angstrom, Christopher Cole, Mike Kessman, Katie Gabriello, and Joshua Delaune.

On July 31, the reviewers were provided a **Qualitative Evaluation Guide** (*see end of memo*) for each proposal and tasked with completing an **independent** comprehensive review for each **Technical Proposal**. Everyone then submitted their reviews and rankings to the procurement office by August 11.

After our qualitative review and discussion, the rankings of our submission came out to the following list: ***(please note the total amount of points possible is 28)***

- 1. Waste Management (26.6 points)**
- 2. Casella Waste Systems (24.4 points)**
- 3. Republic Services (21.2 points)**
- 4. EL Harvey and Sons (17.4 points)**
- 5. EZ Waste Disposal (16.6 points)**

On August 4, after ranking the technical proposals, following standard procurement best practices and procedures, we opened the price proposals and had a preliminary conversation. Everyone was given the weekend to review the price proposals prior to the next meeting.

On August 11, after a fiscal review of our submissions, the annual price for the five submissions comes out to approximately the following:

1. **Waste Management (26.6 points) ~ \$1,976,850**
2. **Casella Waste Systems (24.4 points) ~\$2,578,243**
3. **Republic Services (21.2 points) ~ \$1,991,893**
4. **EL Harvey and Sons (17.4 points) ~ \$2,297,290**
5. **EZ Waste Disposal (16.6 points) ~ \$4,004,721**

It was decided to meet with the top three proposers to give them an opportunity to present their proposals and engage in a face-to-face discussion regarding specific details. This also allowed Town staff to better understand each company's approach and evaluate whether a positive working relationship could be established.

After meeting with the vendors, the evaluation team was able to clarify outstanding questions, compare approaches, and assess each company's ability to meet the Town's needs both operationally and financially. We asked the vendors to "sharpen their pencils" for certain categories of cost, which led to the final numbers you see above.

Following a comprehensive review of the written submissions, reference checks, cost analysis, and the in-person meetings, the evaluation team concluded that **Waste Management** submitted the most advantageous proposal. The proposal demonstrated competitive pricing, proven operational capacity, local educational services, and a clear commitment to be a responsive and reliable service working *with* the Town and its residents.

Key advantages of **Waste Management's** proposal include:

- A detailed transition plan to ensure a smooth implementation for the Town to automated collection.
- Along with the transition plan, they provided examples of public education and outreach materials that will be essential to assisting town staff in communicating the change.
- Bi-weekly recycling services, which reduce costs to both the Town and taxpayers.
- The use of cameras mounted on each truck combined with GPS functionality to provide both the vendor and the Town with the capability of producing a photographic record of service. This will help identify contamination issues at a particular residence, which in turn allows the vendor and Town to provide better educational materials to that residence about proper recycling behavior.
- Provision of a new cardboard dumpster at the DPW, improving waste diversion and convenience.
- The ability to have a localized website and mobile app for Reading residents, providing quick issue reporting and enhanced customer service with the vendor directly.

Accordingly, I, Matt Kraunelis, with the assistance of Town staff, recommend that the Select Board award the Trash and Recycling Collection Services contract to **Waste Management**. A vote of the Board is respectfully requested to authorize the Town Manager to execute the contract on behalf of the Town.

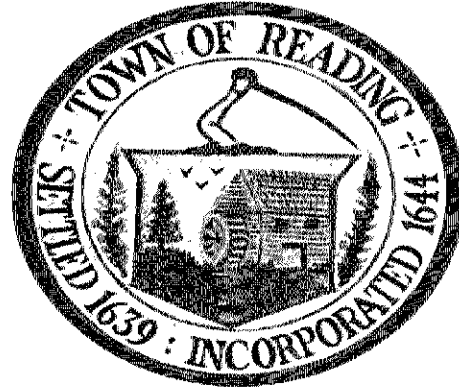
Thank you,

**Rubbish & Recycling
Communications**

Key
Website Posting
Facebook Post
Press Release / Newsletter
Community Engagement

Date	Action
10/01/2024	Pleasantries News Letter Ad for Lunch and Learn 10/09
10/03/2024	"Facebook Post" Advertise Reading Community Services Lunch and Learn
10/03/2024	"Website Posting" Lunch and Learn
10/09/2024	PSC Lunch and Learn (12PM – 1PM)
10/09/2024	"Facebook Post" Reading Community Services Lunch and Learn
12/01/2024	Town Manager Minute Newsletter – Showcase Flyer
12/01/2024	DPW Newsletter – Over 6000 Homes received flyer (In Water Bill)
12/01/2024	Pleasantries News Letter Ad for 12/04
12/04/2024	PSC Trash Talk (9:30AM - 10:30AM)
12/11/2024	"Facebook Post" Office Hours with Chris Cole
12/17/2024	Town Hall Conference Room (Q&A) (4PM – 6PM)
01/01/2025	Pleasantries News Letter Ad
01/01/2025	Town Manager Minute Newsletter – Showcase Flyer
01/21/2025	"Facebook Post" OpenGov is Live
01/21/2025	"Website Posting" OpenGov is Live
02/01/2025	Pleasantries News Letter Ad
02/01/2025	Town Manager Minute Newsletter – Showcase Flyer
02/03/2025	PSC Trash Talk (1:30PM – 2:30PM)
03/01/2025	Pleasantries News Letter Ad
03/01/2025	Town Manager Minute Newsletter – Showcase Flyer
03/31/2025	"Facebook Post" Rollout Update
04/01/2025	Pleasantries News Letter Ad
04/01/2025	Town Manager Minute Newsletter – Showcase Flyer
04/08/2025	"Facebook Post" Rollout Update
04/11/2025	"Facebook Post" Rollout Update
04/17/2025	"Facebook Post" Rollout Update
04/30/2025	"Facebook Post" Rollout Update Completion
05/01/2025	Town Manager Minute Newsletter – Summer Pick ups
05/13/2025	"Facebook Post" DPW Recycling Event
6/01/2025	Town Manager Minute Newsletter – Summer Pick ups
07/05/2025	"Facebook Post" Summer Curbside Collection
07/11/2025	"Facebook Post" Summer Curbside Collection Week 1
07/18/2025	"Facebook Post" Summer Curbside Collection Week 2
07/25/2025	"Facebook Post" Summer Curbside Collection Week 3
8/01/2025	Town Manager Minute Newsletter – Summer Pickups & Extra Barrels
08/01/2025	"Facebook Post" Summer Curbside Collection Week 4
08/08/2025	"Facebook Post" Summer Curbside Collection Week 5
09/16/2025	Memo to Select Board on Initial Recommendation
10/07/2025	DPW Chris Cole presentation to Select Board

To support the education and transition to the new trash and recycling service, a total of 37 communication activities have been completed to date. These efforts include public outreach events, social media posts, and newsletters aimed at keeping residents informed and engaged throughout the process. Once the Select Board grants approval for Matt to sign the new contract, we will begin hosting additional public events to share updates and provide education on the new service rules.



**Town of Reading 5-day Recycling Audit
Peabody, MA
March 31-April 4, 2025**

Background

A recycling audit was conducted for the Town of Reading, MA ("Town") for their two daily recycling trucks over the course of 5 days. The recycling audit was conducted at the Republic Services Material Recovery Facility (MRF) by representatives from US Waste Audits and witnessed by a town official. The recycling audit was performed to determine the specific types of materials that make up the recycling stream from every route by the recycling driver.

The recycling sources for this audit were collected by the regular recycling drivers as per the municipal contract between the Town and Republic Services ("Republic"). The collection period adequately represents the typical recycling stream from the entire town and provides a reasonable collection amount from which to assess the Town diversion efforts.

Diversion efforts for the town currently supports:

- Recycling of paper, metals, plastics, and glass
- Recycling of corrugated cardboard

Audit Procedure

The auditors followed the following steps:

1. Arrive on site at 6am at the Peabody MRF
2. Confirm with Republic that both trucks (2022 & 2038) are from the Reading recycling routes
3. Watch the material as it is tipped onto the MRF floor
4. Await a 150-300 pound sample of material from the front load driver
5. Sort the incoming recycling
6. Compile sorted recycling
7. Weigh recycling by accepted commodity
8. Take pictures and notes as the audit goes on.
9. Clean up the site and wait for the second truck to dump out
10. Repeat steps 3-9 for the second truck.

Audit Summary Table

Day	Truck	Contamination Level	Key Contaminants	Notable Recyclables	General Comments
Day 1	2022	Moderate	Broken coffee maker, plastic bags, broken glass	Cardboard, aluminum cans	Heavy cardboard load, some glass
	2038	High	Trash bags, green plastic bags, foam mattress, Styrofoam, textiles, doorknob	Paper, cardboard	Excessive contamination, improper bagging
Day 2	2022	Low	Plastic bags, ace bandage (Tanglers)	Clean paper, cardboard, plastic, glass	Clean, dry, excellent sorting
	2038	Very Low	11 lbs of contamination total	Clean loose recyclables	Town performance improving
Day 3	2022	Low	Brown paper bags with mixed recycling, small amount of plastic bags	Bottles, cans, cardboard	Loose material preferred
	2038	Moderate	Fencing posts, small unrecyclables	Glass bottles, cans, some paper	Notable glass volume
Day 4	2022	Moderate	Shredded paper, foam padding, small Tanglers	Cardboard, paper	Shredded paper problematic
	2038	High	Electronics, tanglers, six-pack rings, faucet/showerhead	Cardboard, some metals	E-waste & tanglers prominent
Day 5	2022	Moderate	Paper bags with mixed recycling, plastic film, shredded paper	Cardboard	Mechanical sort issues with bagged recycling
	2038	Very Low	Minor plastic film	Dry, loose recyclable mix	Strong performance

Commodity	Truck 2022					Truck 2038					Percent	
	Day 1	Day 2	Day 3	Day 4	Day 5	Day 1	Day 2	Day 3	Day 4	Day 5	Total (lbs)	Breakdown
Plastics	16	15	26	38	38	20	33	25	41	29		
PLASTIC #1 - (PET)	13	13	16	31	29	17	20	17	31	23	210	8%
PLASTIC #2 natural - (HDPE)											0	0%
PLASTIC #2 colored - (HDPE)	3	2	10	7	9	3	9	8	10	6	67	3%
PLASTIC #3 - (PVC OR V)											0	0%
PLASTIC #4 - (LDPE)											0	0%
PLASTIC #5 - POLYPROPYLENE (PP)											0	0%
PLASTIC #6 - POLYSTYRENE (PS)											0	0%
PLASTIC #7 - MIXED (OTHER)							4				4	0%
HDPE Rigid											0	0%
Mixed Bulky Rigid Plastic											0	0%
Film Grade A											0	0%
Film Grade B											0	0%
Film Grade C											0	0%
PP Post Consumer											0	0%
Polystyrene DPS											0	0%
Compostable plastic PLA and PHA											0	0%
Plastic Foam											0	0%
											0	0%
Metals	15	12	14	13	13	12	9	19	12	8		
Aluminum	12	10	10	9	10	10	8	15	9	6	99	4%
Steel	3	2	4	4	3	2	1	4	3	2	28	1%
Other metal												
Glass	15	31	20	20	11	17	29	54	13	11		
Flint/Clear	4	17	11	12	7	7	14	42	9	7	130	5%
Amber	10	8	5	6	3	7	11	8	2	2	62	2%
Green	1	6	4	2	1	3	4	4	2	2	29	1%
Paper	27	50	53	50	97	38	54	82	60	54		
Sorted Residential Papers	19	31	29	31	56	23	26	41	29	28	313	12%
Sorted office paper	3	12	19	10	22	9	21	18	22	12	148	6%
Sorted white ledger	2	3	2	6	11	4	3	12	6	11	60	2%
Aseptic and gable top cartons	3	4	3	3	8	2	4	11	3	3	44	2%
											0	0%
Cardboard	131	112	141	150	135	76	95	37	78	93	1048	41%
											0	0%
Residual Waste	31	15	37	37	23	55	11	86	28	16	339	13%
											0	0%
Total	235	235	291	308	317	218	231	303	232	211	2581	

RecyclingMarkets.net Category Summary

Based on the audited material and observations, each load was manually sorted into the following categories per RecyclingMarkets.net standards:

Plastics

Category	Findings
PET Bottles (No Thermoforms)	Present consistently across both trucks (e.g., water bottles, soda bottles).
PET Bottles w/ Thermoforms	Some observed in mixed recycling, especially Amazon-style clear plastic packaging.
HDPE Natural Bottles	Common in household containers like milk jugs, especially in Truck 2022.
HDPE Colored Bottles	Found in detergent and cleaner containers, especially Truck 2038.
HDPE Injection Bulky Rigid Plastics	Identified in mixed bulky loads (e.g., buckets, showerhead).
Mixed Bulky Rigid	Fencing posts, coffee maker, foam mattress casing, etc. appeared primarily in Truck 2038.
PP All Rigid Plastics (Post-Consumer)	Seen in tubs, caps, packaging from everyday food containers.
1–7 Bottles & All Rigid Plastic	Evident throughout all trucks, but sorting effectiveness varied.
3–7 Bottles & Other Rigid Plastic	Some materials found that fall into less commonly recycled plastic categories.
PE Clear Film (Grade A)	Small amount observed (e.g., stretch wrap).
PE Film (Grade B & C)	Mostly Grade C — Amazon bags, shopping bags with contamination.

Paper & Fiber

Category	Findings
Sorted Residential Papers (PS 56)	Common across all trucks—mixed paper, magazines, junk mail.
Old Corrugated Containers (OCC – PS 11)	High quantities, especially in Truck 2022. Clean and dry.
Sorted Office Paper (SOP – PS 37)	Minor amounts present, especially in cleaner loads.
Aseptic & Gable-Top Cartons (PS 52)	Sporadically found—juice and milk cartons.
Shredded Paper	Not acceptable – frequent in Truck 2022 loads on Days 4 and 5.

Metal

Category	Findings
Aluminum	Beverage cans consistently present and clean.
Steel	Found in food cans and some non-acceptable forms like doorknobs.
Other Metal	Faucet and showerhead discovered in Truck 2038 – should be diverted.

Glass

Category	Findings
Flint (Clear)	Frequently seen in wine and beverage bottles.
Amber & Green	Also present, especially in Truck 2038.

Non-Recyclable Waste (Residue)

- **E-waste** (coffee maker, electronics)
- **Tanglers** (plastic bags, ace bandages, six-pack rings)
- **Textiles** (towels, rugs)
- **Plastic Foam** (Styrofoam, foam mattress)
- **Shredded paper**
- **Trash-filled plastic bags**

Key Observations and Trends

From the onset of the audit on Day 1, two contrasting load characteristics became clear. Truck 2022 primarily consisted of clean cardboard, aluminum cans, and broken glass — all materials that are readily recyclable. However, a broken coffee maker was discovered in the load, marking a small but notable instance of electronic waste (E-waste), which is not accepted in single-stream curbside recycling. Truck 2038, on the other hand, presented a greater challenge. In addition to a lower cardboard yield, the load contained plastic trash bags filled with landfill waste, Styrofoam, textiles like towels and rugs, and even a foam mattress hidden in a black bag. These are significant contaminants. The presence of a metal doorknob further highlighted the need for clear public guidance on appropriate recycling content.

As the week progressed, there was a clear and encouraging shift toward lower contamination rates and better separation of materials. Day 2 was a standout, with Truck 2038 recording only 11 pounds of contamination, a major improvement from the first day. The load was loose, dry, and composed of highly recoverable materials — an indication that public behavior is improving. Truck 2022 also fared well, with only minor contamination from plastic bags and an ace bandage, categorized as Tangles due to their ability to clog machinery at the MRF. Aside from those, the materials were clean, dry, and highly recyclable.

On Day 3, both trucks returned relatively well-sorted loads. Truck 2022 featured a large amount of OCC (old corrugated cardboard) and beverage containers but was hindered by the common practice of placing recyclables inside brown paper bags. While the bags themselves are recyclable, this bundling inhibits the efficiency of automated sorting systems, especially when plastic or metal items are included inside. Truck 2038's load included many glass bottles, especially wine bottles, along with some unexpected items like plastic fencing posts. Small miscellaneous items were noted that may fall through the screens and inadvertently enter the residue stream.

Day 4 brought back the issue of shredded paper, especially in Truck 2022. Although made of paper, shredded material is too small to be recovered at a single-stream MRF and is often lost as residue. The truck also contained minor amounts of foam packaging and plastic bags. Truck 2038's load, while largely recyclable, featured a showerhead, electronics, and again, several examples of tangles (such as six-pack rings). Bagged recycling made another appearance, hindering the sort process and introducing unwanted cross-contamination between commodities.

The audit concluded on Day 5 with mixed results. Truck 2022 showed repeating issues from earlier in the week — namely, shredded paper, plastic film (like Amazon's soft mailers), and bundled materials inside paper grocery bags. These issues cause mechanical sorters to miss valuable commodities, requiring additional labor and reducing material quality. Truck 2038, however, closed the week on a strong note, presenting a very clean and dry load with only minor plastic film as a contaminant.

Most Common Contaminants Identified

- **Plastic Film** (bags, wrappers, and mailers – Grades B/C)
- **Tangles** (ace bandages, cords, six-pack rings)
- **Textiles and Fabric** (towels, rugs)
- **E-waste and Metals** (coffee maker, doorknob, showerhead)
- **Shredded Paper** (too small to capture in MRF screeners)
- **Foam Products** (Styrofoam blocks and mattress)

Most Common Recyclables by Category

- **OCC (Cardboard)** – High volumes in both trucks, especially 2022
- **Sorted Residential Papers** – Consistently present and clean
- **Plastic #1 (PET) and #2 (HDPE)** – From beverage and detergent containers
- **Metal Cans (Aluminum & Steel)** – Clean and well-represented
- **Glass Bottles** – Particularly high in Truck 2038

Conclusion

US Waste Audits is proud to have partnered with the Town of Reading to conduct this in-depth recycling composition audit. The Town's decision to invest in such a detailed assessment demonstrates a commendable commitment to data-driven environmental stewardship and long-term sustainability. In a time where recycling programs across the country are facing growing pressure from contamination, commodity market volatility, and shifting regulatory landscapes, this type of proactive analysis is exactly what is needed to remain effective and resilient.

Over the course of five days, the audit captured a true cross-section of the community's recycling behavior. It revealed a clear trend: most residents are doing the right thing. Clean, dry, properly sorted recyclables made up the bulk of each truckload. Cardboard was especially prevalent, reflecting increased home delivery and e-commerce habits. There was also consistent recovery of paper, glass, and common household containers like PET and HDPE bottles.

However, no recycling program is without its challenges. The audit uncovered several recurring contamination issues that reduce efficiency and jeopardize the value of the material stream. Chief among them were plastic film, tangles, improperly bagged recyclables, and small electronics. These materials not only lower the overall quality of recovered recyclables, but also increase downtime and operating costs at the MRF, often leading to recyclable items being unnecessarily discarded. These problems are correctable — and that's the most encouraging takeaway from this audit.

By targeting education around a few key areas, the Town of Reading can dramatically reduce these contaminants. Outreach focused on why bagging recyclables is harmful, how to identify and remove film plastics, and what to do with items like electronics, shredded paper, and textiles will go a long way in improving material quality and MRF performance. Additionally, offering residents updated recycling guides, visual infographics, and simple "do/don't" lists at the curb could reinforce positive behavior and clarify common misconceptions.

This audit also serves a larger purpose. The data collected here will support the Town in its next hauling and disposal contract negotiations, helping to establish clear performance expectations and materials handling protocols based on actual composition and contamination rates. It provides a reliable, evidence-based foundation for planning future solid waste initiatives, public education campaigns, and budgeting for diversion targets.

In short, the Town of Reading is on the right path. By continuing to assess its program performance with transparency, collaborate with industry experts, and engage the public through education, Reading can serve as a model community for modern, responsible recycling. US Waste Audits looks forward to supporting the Town in its next steps and applauds its leadership in advancing sustainable materials management.

Special Thanks

US Waste Audits would like to extend our sincere gratitude to the entire team at Republic Services for their support and cooperation throughout the course of this audit. The success of this project would not have been possible without the professionalism, flexibility, and hospitality of the Republic Services staff at the Peabody MRF. From the drivers who patiently navigated modified tipping procedures, to the machine operators who carefully managed floor space and material movement, and especially to the on-site supervisor, who coordinated with our audit team daily — we are truly thankful for the courtesy and respect shown at every stage.

Despite the audit requiring space, time, and additional coordination, the Republic Services team consistently made efforts to ensure our process ran smoothly without disrupting their daily operations. Their commitment to collaboration and operational excellence not only enabled us to gather accurate and meaningful data, but also reinforced the strength of public-private partnerships in advancing effective recycling solutions.

We are proud to have worked alongside Republic Services and are grateful for their continued dedication to quality service and sustainability.

Instructions for RFP Review

- a) **Deadline:** Sealed proposals are due by 1:00 PM on July 31, 2025, at the Town Clerk Offices. The Procurement Officer, in their discretion, may refuse to consider a Proposal that is not in his possession or in the possession of authorized representatives by the above deadline. Proposals shall include a Technical Proposal and the Proposer's Price Proposal. Submissions shall be labeled "**PROPOSAL – 25-25 Trash & Recycling Collection Services**", addressed and delivered to the following location:

**Town of Reading,
Town Clerk's Office
Procurement
16 Lowell Street
Reading, MA 01867**

- b) A Proposal must be signed as follows: (1) if the Proposer is an individual, by him/her personally; (2) if the Proposer is a partnership, by name of the partnership, followed by the signature of each partner; (3) if the Proposer is a limited liability company, by each manager of the company; or (4) if the Proposer is a corporation, by an authorized officer, whose signature shall be attested by the Secretary of the Corporation and the Corporation Seal affixed.
- c) A Proposer may withdraw its Proposal up to one (1) hour prior to the time set for the opening of the Proposals, provided the request for withdrawal is presented in writing, signed by the Proposer in the manner required for submitting of a Proposal.
- d) Each Proposal must be sealed and must contain Technical and Price proposals. The technical proposal shall contain the following:
- ☐ Cover letter including a description of proposed services
 - ☐ Bid Bond
 - ☐ Evidence of Ability to Obtain Performance Bond
 - ☐ Bank References
 - ☐ Financial Statements
 - ☐ Description of Existing Business and Proposer Experience
 - ☐ Organization Chart
 - ☐ Name and Resume of Contract Manager to be assigned to Municipalities
 - ☐ List of References from other municipalities
 - ☐ List of Vehicles and Equipment to be used to perform the contract
 - ☐ Non-Collusion and Tax Compliance Certification
 - ☐ Evidence of Insurance
 - ☐ IRS Form W-9

The price proposal shall contain one or more completed Price Proposal Sheets.

Instructions for RFP Review

1.8 Evaluation Criteria

In addition to considering price and completeness of the technical proposals, the Town shall, in considering each Proposal and prior to any determination or award, investigate and evaluate the proposals and the Proposers using the following criteria:

- a) **Plan of Services:** The preferred plan of service will demonstrate that the Proposer will: provide a very high level of customer service to the Town and their residents; be consistently reliable and responsive to the needs of the Town; ensure that its workers are highly competent, polite, knowledgeable and conversant on waste bans and the Town's trash limits and recycling requirements; comply with the provisions of the Contract and the reasonable direction of the Town; be proactive and creative in confronting problems and resolving conflicts; and work with the Town to educate and promote waste reduction to residents.
- b) **Experience:** The preferred proposal will demonstrate extensive prior experience in contracts for similar service(s).
- c) **Qualifications:** The preferred proposal will provide at least three municipal references that report favorably upon and highly recommend the Proposer.
- d) **Safety Record:** The preferred proposal will include documentation of safety standards and training.
- e) **Financial Responsibility:** The preferred proposal will include financial statements that reveal financial strength, consistent profits, minimum debt and a record of responsible debt and asset management.
- f) **Equipment and Schedule:** The preferred proposal will demonstrate that the Proposer possesses or is able to possess by the commencement date sufficient equipment that is in excellent operating condition to service the needs of the Town that the Proposer will be fully able to comply with the scheduling requirements in the RFP.

Instructions for RFP Review

1.8.1 Comparative Evaluation Criteria

1. Operational Approach and Service Quality

- a. Highly Advantageous: The proposer demonstrates a comprehensive, proactive approach to waste and recycling services. The plan includes highly competent, courteous staff knowledgeable about Town-specific waste bans and recycling rules. The proposer emphasizes flexibility, collaboration, and creative conflict resolution, with a clear commitment to promoting waste reduction education in partnership with the Town.
- b. Advantageous: The proposer outlines a satisfactory operational plan with trained staff and some town-specific knowledge. Some commitment to conflict resolution and resident education is evident, though not deeply detailed or fully integrated.
- c. Not Advantageous: The proposer provides a basic operational approach with limited detail on staff competence, problem-solving, or educational efforts. Plan appears generic and not specifically tailored to the Town's needs.

2. Customer Service and Responsiveness

- a. Highly Advantageous: The proposer demonstrates an exceptional commitment to customer service by offering dedicated staff and multiple communication channels, including familiarity with SeeClickFix, or similar platforms to allow real-time issue reporting and tracking. The proposer showcases a structured system for timely responses, feedback loops with residents, and performance tracking.
- b. Advantageous: The proposer outlines a solid customer service plan with traditional communication channels (e.g., phone, email), and mentions SeeClickFix or similar platforms, though integration is limited or under development. Responsiveness is described but lacks robust metrics or systems.
- c. Not Advantageous: The proposer provides a minimal or vague customer service plan, does not have familiarity with SeeClickFix or similar technology, and lacks clear strategies for issue tracking or response time management.

3. Experience

- a. Highly Advantageous: The proposer demonstrates extensive experience (5+ years) in providing similar municipal waste and recycling services, with documented success and scalability across towns of comparable size.
- b. Advantageous: The proposer demonstrates moderate experience (3–5 years) in providing similar services, with general success in past municipal contracts.
- c. Not Advantageous: The proposer demonstrates limited experience (less than 3 years) in providing similar services, or primarily in non-municipal settings.

Instructions for RFP Review

4. Qualifications

- a. Highly Advantageous: The proposer provides at least three municipal references that highly recommend their services, citing reliability, responsiveness, and quality.
- b. Advantageous: The proposer provides three references with generally favorable reviews, though not all strongly recommend the proposer.
- c. Not Advantageous: The proposer provides fewer than three references, or the references are mixed or lack strong recommendations.

5. Safety Record

- a. Highly Advantageous: The proposer includes thorough documentation of a formal safety program, regular training, and an excellent safety record with minimal violations or incidents.
- b. Advantageous: The proposer includes basic safety documentation and training protocols, with an average safety record.
- c. Not Advantageous: The proposer includes minimal or no documentation of safety standards or has a questionable safety history.

6. Financial Responsibility

- a. Highly Advantageous: The proposer submits comprehensive financial statements showing consistent profitability, minimal debt, strong asset management, and clear financial stability.
- b. Advantageous: The proposer submits financial documents indicating general financial health, with some debt or occasional profit variability.
- c. Not Advantageous: The proposer submits incomplete financial documentation or reveals weak financial performance, high debt, or financial instability.

7. Equipment and Schedule

- a. Highly Advantageous: The proposer demonstrates possession (or secured acquisition) of less than one year old modern, and well-maintained equipment, and provides a clear, realistic plan to meet or exceed scheduling requirements.
- b. Advantageous: The proposer demonstrates access to mostly adequate equipment and a feasible plan for meeting scheduling needs.
- c. Not Advantageous: The proposer lacks sufficient equipment or provides an unclear or unrealistic plan to meet the Town's scheduling requirements.

Instructions for RFP Review

RFP Evaluation Form (For each vendor)

Vendor: _____ Evaluator: _____

Please assign a rating to each criterion and give a detailed reason for that rating. Please provide as much qualitative information as possible to assist the CPO in making an award decision.

Ratings

HA: Highly Advantageous A: Advantageous

NA: Not Advantageous U: Unacceptable

1. Operational Approach and Service Quality Rating: ____

Reason:

2. Customer Service and Responsiveness Rating: ____

Reason:

3. Experience Rating: ____

Reason:

4. Qualifications Rating: ____

Reason:

Instructions for RFP Review

5. Safety Record

Rating: ____

Reason:

6. Financial Responsibility

Rating: ____

Reason:

7. Equipment and Schedule

Rating: ____

Reason:

Composite Rating

After assigning a rating to each comparative criterion, you must assign a composite rating to each proposal and state in writing the reason for the rating.

Please provide as much qualitative information as possible to assist the CPO in making an award decision. Composite Rating: _____

Reason:



TOWN OF READING

Trash and Recycling Collection Services
Contract Number 25-25 | July 31, 2025, 1:00 PM

TECHNICAL PROPOSAL - ORIGINAL

SUBMITTED BY

Waste Management of Massachusetts, Inc.

CONTACT

Christine DeRosa | Senior Executive Account Manager
(617) 866-9230 | cderosa1@wm.com





Waste Management of Massachusetts, Inc.
204 Merrimac St.
Woburn, MA 01801-1756

July 31, 2025

Town of Reading
16 Lowell St.
Reading, MA 01867

Attn: Town Clerk's Office, Procurement

Waste Management of Massachusetts, Inc. (WM/WMMA), is pleased to present this proposal for Trash and Recycling Collection Services per Contract Number 25-25 for the Town of Reading (the Town). WM is committed to working with Reading and to focus on your top priority for excellent service. We value the opportunity to align with municipalities expressing a commitment to sustainability – especially where we can bring our experience in service excellence, driving automated collections and recycling (e.g., single-stream recycling) goals, as well as ample disposal service alternatives.

With many local references to attest to our capabilities, we are dedicated to introducing the Town to WM service excellence. We are proposing services that would establish the Town among the sustainability leaders within the Commonwealth. We aim to accomplish this by:

Maximizing efficiency and service excellence: With strategically located WM facilities so close to Reading, only WM has that advantage and can optimize collections and react quickly when needed.

Leading the way with sustainable infrastructure: As a result of our commitment to sustainable operations and environmental stewardship, fueled by our financial strength, we have recently invested over \$800 Million in expanding and upgrading our recycling facilities. As a result, the Town can be confident that you will benefit from maximizing the value of recyclables.

Serving the Town with cutting-edge technology: WM will bring our state-of-the-art Smart Truck Technology® to Reading. This combines video with GPS functionality to provide WM and the Town the capability of producing a photographic record of service while also linking contamination-identifying video technology with GPS and address data to reinforce behavior and continue to educate the Town about recycling behavior.

Mitigating transition effort risk: After more than 50 years of delivering services from our WM of Boston North District, Town officials and residents can be confident that on day one of the new contract that same team of dedicated professionals will arrive in Reading equipped with decades of knowledge to complete the service like clockwork.

WM is prepared to dedicate resources to the Town and will rely on our history of countless transitions to meticulously plan and execute a conversion from your current hauler. Each step will be documented, submitted for approval, and executed by trained WM professionals. The staff at WM of Boston North will collaborate to coordinate solutions for the Town of Reading.

Dedicating a Contract and Operations/Route Manager to Reading: WM will provide Reading with a Contract and Route Manager who will have direct contact with Reading personnel. Experienced Contract Manager, Christine DeRosa, and Jon Fosdick, Senior Operations/Route Manager, will be assigned to work with the Town of Reading bringing invaluable local experience.



We're WM. Always Working For A Sustainable Tomorrow®: As a leader in sustainability, we share the Town's goals of minimizing GHG emissions, as well as reducing climate impact; increasing circularity; creating positive social impact; prioritizing safety; and promoting inclusion and diversity. We will address each of those goals in our proposal.

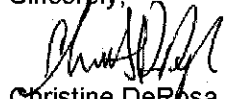
Please accept this as WM's formal statement of interest warranting that the requirements of this project as described in the RFP documents, enclosures, and all Addenda, have each been reviewed, and WM has conducted all necessary due diligence to confirm material facts upon which our response is based. We commit to the five (5) year contract targeted to begin on July 1, 2026 and expire on June 30, 2031, to accommodate the specified volumes and include the following services:

- Five (5-) day/week automated curbside collection, transportation, and processing/disposal of residential trash and recyclables as well as dumpster collection services for selected Town properties and designated residential condominium developments.
- Curbside collection of residential bulky items, whitegoods/ metal/large recyclable items as well as seasonal yard waste (including Christmas trees) and hauling to a disposal location within the Town of Reading.
- Specified compactor services, possible paper shredding, and rigid plastic collection events

We are prepared and poised to perform the services described and enter into an agreement with the Town of Reading upon contract award. We acknowledge that the top priority for the Town is excellent service and we are committed to delivering that. As specified, WM's costs and compensation shall remain firm and fixed for acceptance for 90 calendar days after the day of our proposal opening.

Thank you for considering our proposal. WM would most sincerely welcome a new relationship with Reading. We aim to unlock the vast potential of our sustainability driven investments, enhanced by local relationships, to deliver a unique and unparalleled experience which we believe will position the Town of Reading as a Commonwealth leader in diversion and sustainability achievement.

Sincerely,



Christine DeRosa, Senior Executive Account Manager
(617) 866-9230, cderosa1@wm.com



Certificate of Authority



CERTIFICATE OF AUTHORITY

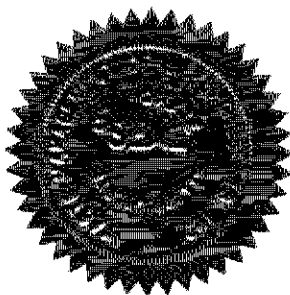
WASTE MANAGEMENT OF MASSACHUSETTS, INC.

I, Gail M. Lynch, Assistant Secretary of Waste Management of Massachusetts, Inc., a Massachusetts corporation (the "Corporation"), do hereby certify that the following resolution was adopted by the Board of Directors of the Corporation and that such resolution has not been amended, modified or rescinded and is in full force and effect as of the date hereof:

Resolved, that Christine DeRosa Pugh, Public Sector Representative, is hereby authorized, following compliance with appropriate corporate policies and procedures, to execute and deliver on behalf of the Corporation any and all documents required to be submitted by the Corporation in connection with the Town of Reading, Massachusetts – Trash and Recycling Collection Services (the "Town of Reading Bid") for the period beginning July 1, 2026 through June 30, 2031.

Dated this 29th day of July 2025

WASTE MANAGEMENT OF MASSACHUSETTS, INC.



A handwritten signature in black ink, appearing to read "Gail M. Lynch".

Gail M. Lynch, Assistant Secretary



Table of Contents

Cover Letter.....	i
Certificate of Authority.....	iii
Table of Contents.....	iv
WM's Plan for Reading.....	1
Reading Services Recap.....	2
WM Professionals for the Town of Reading.....	4
WM's Reading Contract Manager.....	4
Communications.....	6
List of Vehicles and Equipment for Reading.....	7
WM Smart Truck® Technology.....	9
Seamless Implementation with a Trusted Partner.....	13
Recyclables Processing.....	13
Additional Record Keeping and Reporting.....	13
Featured References for Reading.....	14
WM Service Differentiators.....	16
Customer Service, For Tomorrow®.....	16
Our Commitment to a Risk-Free New Contract Implementation.....	17
Industry-Leading Onboard Technology.....	19
Preventive Maintenance for Service Reliability.....	20
Uncompromised Safety for Reading.....	21
Recycle Right®.....	24
WM Offers a Dedicated, Local Website for Local Services.....	26
Public Education and Outreach.....	28
WM's Qualifications.....	29
WM's Commitment to Recycling and Sustainability.....	32
Financial Strength: The Foundation for Our Commitment.....	33
Bank and Credit References.....	34
WM's Sustainability Report.....	44
Additional Relevant Documents.....	45
IRS Form W-9.....	45
Certificate of Good Standing.....	46
Evidence of Insurance.....	47
Certificate of Non-Collusion.....	48
Certificate of Tax Payment.....	49
Christine DeRosa Resumé.....	50
Surety for the Town of Reading.....	52
Conclusion.....	57



WM's Plan for Reading

WM is genuinely pleased to provide this response for Trash and Recycling Collection Services. We recognize that the Town of Reading strives for a commitment to safety and sustainability, and we are committed to bring our resources to complement your efforts.

We will provide residential automated curbside trash and recycling collection, and hauling single stream recyclables processing for residences, designated condominiums, and Town properties. Additionally we will offer options for collection of bulky items, collection of large recyclable items (whitegoods and metal), dumpster services, residential yard waste collection, trash compactor services, special curbside collection events/collections and hauling, and Christmas tree collection. With our recent acquisition of Stericycle, WM can also provide paper shredding.

WM's facilities are the closest to the Town of Reading and may offer an economic and strategic advantage for the Town. With our WM of Boston North facility at only seven (7) miles away, we are well positioned to react immediately to service requests and can minimize time travelled. Our network offers sustainable materials management services as well as operational efficiency, technological innovation, and cost-effective services.

We are equipped, staffed, and committed to bring WM's service excellence to Reading and we are excited to introduce you to our company and our expanded services. We have studied the efforts required for your curbside residential trash and recycling, the annual processing services, and the annual dumpster services at schools and municipal facilities. We are prepared to collect bulky items, white goods, and electronics; and pricing for dumpsters are included. We have performed all these services at neighboring cities and towns, and you can rely on WM to do the same in Reading.

WM will use the automated side loader to collect your Town's waste and recyclables. For your curbside collection operations, new automated collection vehicles would be ordered upon award, routes will be optimized, and needed containers ordered and distributed by experienced drivers and technicians upon arrival.

In order to provide a fully compliant proposal, the following section is organized per the instructions in Contract Number 25-25. Following, WM will add additional sections to offer more information to assist in evaluating our services.

Brand Protection: Reading's brand is a valued asset, and protecting that value is imperative. Cities and Towns with such an investment seek partners that are committed to providing authentic levels of environmental indemnification, the highest compliance and ethical standards, strong safety practices, and the respect of relevant regulatory agencies. As North America's leading environmental services company, these very traits are the cornerstone of our brand.

We stake our brand on protecting yours.



Reading Services Recap

WM will provide weekly automated collection and transportation of solid waste from approximately 8,300 residential stops, using Town-issued carts. Each household is allowed up to two 64-gallon carts, with some residents using 48-gallon carts or requesting an additional 64-gallon cart. WM will only collect trash that fits inside the carts with closed lids or is placed in designated overflow bags. No loose or excess trash outside of these parameters will be collected unless otherwise specified.

WM will ensure that trash collected from Town service recipients is kept separate from other sources and will strictly adhere to the Town's setout limitations. The company will also be responsible for ensuring that all trash delivered to the designated disposal facility meets the facility's standards. If any unacceptable or improperly prepared materials are found, WM will follow the rejection procedures outlined in the contract.

Collection Requirements for Curbside & Dumpster Collections

To meet the Town of Reading's requirements, WM will conduct all collections Monday through Friday between 6:30 AM and 5:00 PM, with Saturday collections allowed only under specific conditions such as holidays, weather disruptions, or missed pickups, and only with prior written approval from the Town. If a holiday falls on a scheduled collection day, services will shift to the next calendar day. WM will complete all weekly collections by Friday at 5:00 PM or continue on Saturday starting at 6:30 AM if necessary. Collections after 5:00 PM are only permitted under exceptional circumstances and report to the Town. Repeated late collections may require WM to increase its fleet. WM provides GPS data upon request and respond promptly to blocked streets or construction-related access issues. Additionally, WM is responsible for up to 15 special collections per week at no extra cost and will handle all containers with care, ensuring they are returned upright and not obstructing access. Any damage to containers caused by WM shall be compensated as outlined by the Town.

To fulfill the Town of Reading's additional requirements, WM will ensure that all spilled or littered materials resulting from its collection operations are promptly cleaned up using equipment carried on each truck, such as brooms and shovels. If further assistance is needed, the route supervisor will be contacted, and the Town will be notified of any unresolved or unsafe conditions. A dedicated route supervisor will oversee daily operations, respond to complaints, and ensure compliance with service standards. WM will adhere to the approved collection schedule, only deviating with written Town authorization, and will resume interrupted services promptly while accepting overflow trash when delays are not the fault of residents. Any failure to comply may result in Town action. WM is also responsible for preventing uncontrolled releases of materials from its vehicles, maintaining equipment to avoid leaks or spills, and reporting any hazardous releases to emergency services and government agencies as required. Lastly, all collection vehicles are equipped with video surveillance systems that record operations and WM will provide footage to the Town upon request.

Collection Routes

With regard to collection routes, WM will develop a detailed collection plan based on the routes outlined in Exhibit P. This plan will include GIS-based maps showing the start and end points for each truck route, ensuring continuity and accuracy even if staffing changes occur. The plan will also account for avoiding high-traffic areas, such as school zones during peak hours. WM will submit our optimized route plan to the Town at least 90 days before services begin and seek approval at least 14 days before

implementation. Any proposed changes to the routes will be presented to the Town in advance for approval.

Collection Vehicles for All Services

To meet the Town's vehicle and equipment standards, WM will deploy a fleet of **new, state-of-the-art collection vehicles** that are appropriately sized, safe, clean, and capable of both automated and manual collection. All vehicles will be maintained in excellent working condition, with backup vehicles available to prevent service interruptions. Each truck will be equipped with communication devices that do not interfere with local frequencies, and the Town may request that WM increase the number of vehicles at no additional cost if deemed necessary. Failure to comply with such a directive within ten days may result in daily liquidated damages of \$2,500 per vehicle.

Our diesel vehicles are be retrofitted with the latest emissions-reducing technology, and fuel efficiency data will be provided upon request. Spare vehicles will be functionally equivalent to primary ones, and all trucks will be enclosed, watertight, and capable of sanitary unloading. Weekly cleaning and deodorizing of equipment will be provided, and we welcome the Town to inspect all equipment. Vehicles used for multiple purposes will display clear signage indicating the type of material being collected. WM will also provide the Town with a list of truck assignments before service begins and update it daily.

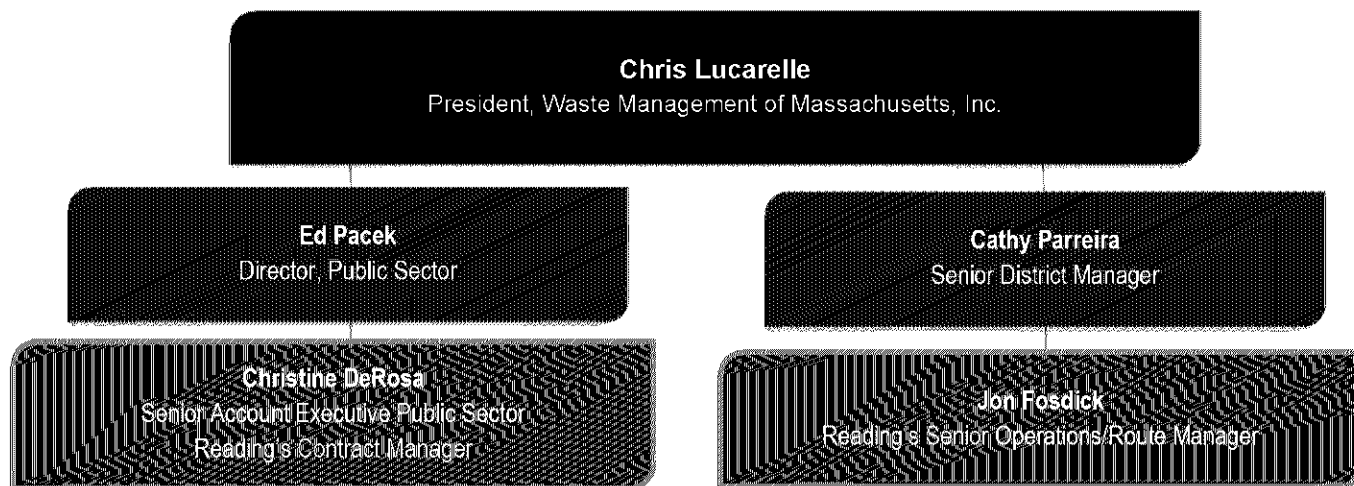
Service for Dumpsters and Carts

To meet the Town of Reading's requirements for servicing dumpsters and carts, WM will provide and maintain all necessary containers - including dumpsters, roll-off containers, and compactors - for trash and recyclables at schools, municipal buildings, and other designated locations listed in Contract Number 25-25's Exhibits C through H. WM will deliver containers are July 1, 2026, and coordinate the transition with the Town. WM will be responsible for closing lids and enclosures after service and providing clean dumpsters at no extra cost. Damaged or unsanitary containers will be repaired or replaced within seven days, and no location may be left without a container at any time.

WM will also provide pricing for additional container services beyond the base contract, including rental and hauling for both trash and recycling. For residential cart services, WM will handle weekly repairs, deliveries, swaps, and removals. Cart ownership remains with the Town, which will supply necessary parts. WM will manage service requests through See-Click-Fix, track cart serial numbers, and report service activity to the Town. Cart repairs must be completed within five business days, and all other cart services within seven business days of request receipt.

WM Professionals for the Town of Reading.

Organization Chart



WM's Reading Contract Manager

We understand the importance of providing consistency and world-class service for the residents and businesses of Reading. WM will provide specialized one-on-one customer service through your dedicated Contract Manager, Christine DeRosa. Christine will be immediately accessible to the staff of Reading via phone or email to address questions or emerging concerns and available to meet with the Town as needed. She will work hand in hand with our WM of Boston North District operations team to provide designated residents and Town properties reliable service delivery at all times. Christine's brief introduction and contact information follows, and her resume is provided as requested and follows in the Additional Required Documents subsection.

Christine DeRosa, Senior Account Executive - Public Sector



cderosa1@wm.com | (617) 866-9230

With 18 years' experience, Christine is responsible for all interaction and communication with her municipal clients located in Massachusetts. She will work with the Town as the **Reading Contract Manager** throughout the term of the contract. Christine has held various positions in the account management field. Her experience in this industry includes operations management and account management of major commercial accounts. She joined the WM Public Sector team in 2020 and currently manages a book of business in excess of \$49M per year.

WM is pleased to feature the additional members of the experienced staff that would be dedicated to Reading.

Ed Pacek, New England Region Manager, Municipal Services

epacek@wm.com, (508) 873-3204

Ed is responsible for leading a nine-member team in the review, preparation, and negotiation of proposals for collection, disposal, and recycling services with municipalities throughout New England



and Upstate New York. He has held a number of increasingly responsible management positions since joining WM in 2000. Previously he held roles in Operations Management, Logistics, and Public Sector Account Management.

Cathy Parreira: Senior District Manager

cparreir@wm.com, (603) 537-3305

As Senior District Manager, Cathy Parreira brings her 35 years of industry experience (32 of that time with WM) to oversee the day-to-day operations of the WM of Boston North District. She is responsible for the daily oversight of 80 collection vehicles and 100 employees. Cathy provides support to six (6) route managers, our fleet manager and support staff. Additionally, she is responsible to manage \$70 million in business while managing operating costs and metrics for fleet, service, and facility operations.

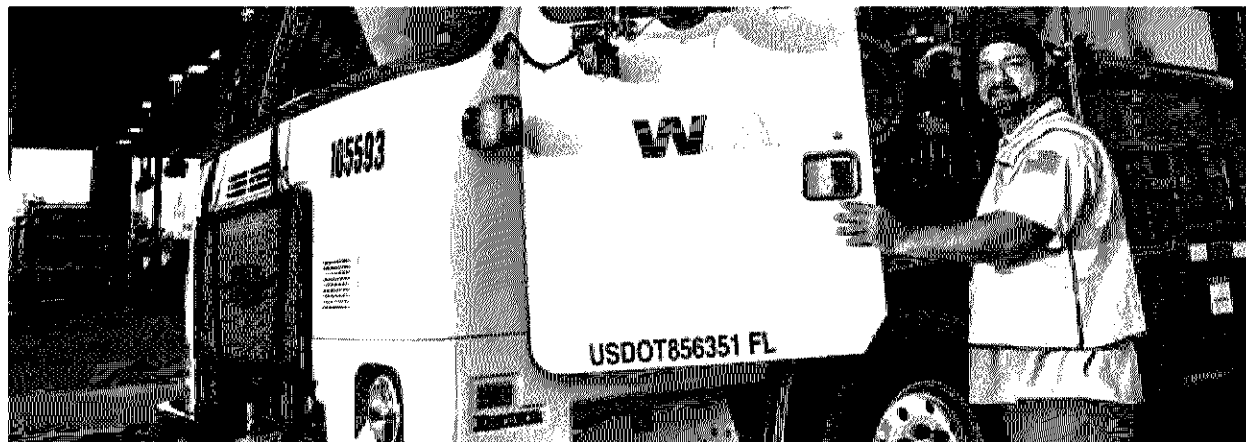
Cathy has had a major impact on process improvement, new procedure implementation, and overall performance management for all lines of business. She has formulated and executed both short and long-term business plans that include safety, P&L and overall business strategy. Cathy is committed to safety, employees and providing superior customer service.

Cathy will regularly interact with Reading staff to maximize customer satisfaction and improve service efficiency and the daily quality of contract services. During the implementation of services, Cathy will oversee the completion of all operational tasks.

Jon Fosdick, Senior Operations/Route Manager

jfosdick@wm.com | (508) 261-4228

Our experienced Senior Operations/Route Manager, Jon Fosdick, would be responsible for the day-to-day operations in Reading and the development and monitoring of daily route assignments. He hosts morning huddles with all his drivers which include safety briefings and is responsible for the additional training of our drivers through route observation. In addition, Jon will coordinate daily operational needs with our maintenance team to keep Reading vehicles in peak condition. Jon spends most of his day in the field preventing service issues and addressing any that may arise. He is always easily accessible for Town staff for prompt resolution of immediate service needs.

Our Drivers - The Backbone of Our Daily Operations

At WM, we believe our employees are our greatest assets, and if we take care of them, they will take care of our customers, our communities, our shareholders, our environment, and each other.

Our team of highly trained, experienced drivers is the backbone of our daily operations and is dedicated to providing Reading with world-class service. These men and women are more than just your waste collection drivers - they are your friends and neighbors, and they take great pride in helping preserve your environment today and for future generations.

Many of our WM of Boston North drivers have 15-20 years' local experience, some from within the Town of Reading, and these drivers will bring prior local knowledge when they arrive!

Collection drivers not only have to be well-trained when it comes to operating vehicles, but they have to constantly be on the lookout for other drivers on the road. We employ best-in-class safety training, standards and performance metrics to provide the safest service in the industry. Once hired, our drivers undergo intensive immersion training at our centralized training centers. Drivers gain experience through classroom training and simulated driving courses that reflect real-life obstacles. At the end of training, each driver receives a comprehensive evaluation that confirms their understanding of and commitment to WM's culture of safety.



What's it like to be a WM driver? See how our drivers get the job done while prioritizing safety and utilizing technology by clicking or going to: youtu.be/2ED8z3LYAdY.

Our diligent pre-employment screening process includes a comprehensive background check, and drug testing. All candidates and employees are subject to WM's Drug and Alcohol-Free Workplace Policy, which includes regular, ongoing screenings for employees who operate company vehicles.

Our employees are the lifeblood of the work we do every day. That's why we focus on developing talent at every level of the organization through career path planning and best-in-class training that is specifically designed for success in the service industry. At the heart of our engagement and retention strategy is a steadfast commitment to WM's values of people first and success with integrity.

Communications

Communications is a key component of overall success. Christine DeRosa will assume responsibility for the Town of Reading to provide her expertise and direction as Contract Manager. In this role, her primary responsibility is to coordinate safe and compliant services according to the Contract. She is readily available and capable of resolving service concerns. She brings operational experience and is prepared to coordinate WM resources as necessary.

WM's Jon Fosdick will serve as full-time Senior Operations/Route Manager for Reading and will be on-call and reachable 24 hours per day, seven (7) days per week at (508) 261-4228 or jfosdick@wm.com. He will monitor all collections within the Town to manage the safe and compliant fulfillment of services. Between scheduled daily interactions and WM's onboard technology, he will be in regular communications with our drivers and have the ability to communicate on behalf of the Reading staff.

Christine and Jon can be contacted as follows.

WM's Personnel Summary for Reading

Christine DeRosa, Contract Manager

(617) 866-9230 | cderosa1@wm.com

Jon Fosdick, Senior Operations/Route Manager

(508) 261-4228 | jfosdick@wm.com

Christine and Jon will coordinate regular meetings to ensure the Town's satisfaction and WM's compliance. Each will be ready and willing to respond to any ad hoc meeting requests from Town staff.

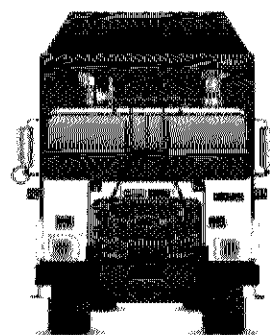
Additionally, WM will collaborate to respond to all requests for routing changes and other recommendations the Town may make to improve collection services.

List of Vehicles and Equipment for Reading

WM's Automated Side Loader



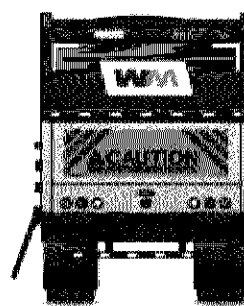
Passenger Side (Curbside)



Front



Driver's Side (Roadside)



Rear

Materials Collected

Recyclables and Trash

Service Procedures Services containers with mechanical arms that lift and tip contents into the body of the truck. Operated by the driver - on the right-hand side of the cab - with controls inside the cab.

Type of Fuel: Diesel

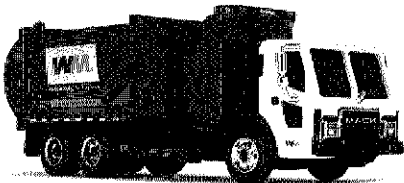

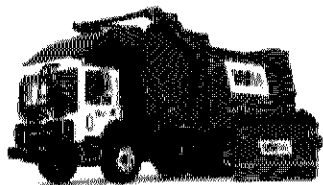
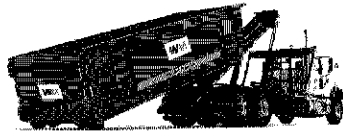
Crew Size: 1 driver

By July 1, 2026 WM will provide an adequate number of new Town of Reading trucks plus reserve vehicles to service Reading. Immediately upon award, in accordance with the provisions of Contract Number 25-25, WM will order the four (4) new trucks for the required services. By July, WM provide Reading staff with a complete list of assigned trucks that clearly identifies the routes, and the service provided on each route.

All vehicles and equipment needed for the service of Reading will be deployed from the WM of Boston North District located at 204 Merrimac St. in Woburn.

Reading will benefit from WM's safety standards which are fully explained in the WM Service Differentiators section.

WM currently has 135 employees and houses 115 trucks at our WM of Boston North facility. In addition, we also maintain a minimum of 10% reserve vehicles of each type that are assigned as needed to service our municipal customers.

Vehicles	Service Fuel Type/Capacity	Sample Photo
Automated Side Load (4) Mack LR64E Labrie body 4 New trucks would be ordered	Residential trash and recycling collections Diesel 28 CY	
Rear Load (1) Rear Load (2) seasonal for yard waste	Residential bulk, and seasonal yard waste Diesel	
Front End Load (2)	Trash and Recycling Dumpsters Fuel: Diesel	
Rolloff (1) MACK GR64B Galbreath body 2018	Haul Rolloff Containers Fuel: Diesel	
<i>Vehicle photos are for illustration purposes only and not intended to represent proposed make/models.</i>		



WM Smart Truck® Technology

Smart Solutions to Drive Better Behavior

WM is Always Working For A Sustainable Tomorrow®. The latest in these efforts is our WM Smart Truck® technology, which pairs innovative technology with strategic, targeted education to influence waste-related behaviors, making residential collection in smarter, safer, and more efficient.



Our proprietary Smart Truck® technology captures video and photo of every collection.

The Benefits and Value of Smart Truck®



CUSTOMER SERVICE INNOVATION: WM Smart Truck® technology documents every collection stop and shares that data – including real-time positive service verification and documentation of any collection issues – with customers through the notification channel of their choosing. This allows for a more open and transparent relationship with customers with consistent and direct communication.



COMMUNITY HEALTH & SAFETY: WM Smart Truck® protects community aesthetics as camera monitoring allows us to proactively identify containers that are overflowing and cause unsightly litter and odors. It is safer by automating processes that keep our drivers in the cab so they can focus on operating their collection vehicle and monitoring their surroundings, decreasing injury risk as drivers are not exposed to traffic and avoid lifting containers manually.



TARGETED EDUCATION & OUTREACH: WM Smart Truck® improves waste-related decision-making with a focused, tailored education program in response to documented issues, such as contamination or overages. Direct notification with customized education messaging makes for a more personal connection with the customer and increases the likelihood they will take real action and change behavior, improving diversion from landfills, and right sizing their trash services.



RATE STABILIZATION: WM Smart Truck® technology allows us to identify what residents put at the curb, confirming that customers are subscribed to the appropriate service levels based on their waste generation. After an initial 60-day intensive education and outreach campaign to launch the program, customers who continually overfill containers or place contamination in recycling or organics carts are subject to a charge, ensuring residents with incidents pay their fair share.

A Targeted Education Strategy

Key to the WM Smart Truck® program is pairing innovative technology with a strategic, targeted education program. To shape waste-related decision-making and effect actual change, we must create a personal connection with the customer (custom messaging) while providing real data and feedback (photos/video) and clear education to follow. These efforts increase the likelihood that residents take real action.



How WM Smart Truck® Works

WM Smart Truck® technology captures footage of customer containers as they are tipped into the truck during service. Technicians review the footage to ensure materials are placed in the correct container and collected successfully. This information is never shared. If a cart associated with a service address is overloaded or has non-acceptable material inside, customers with approval by the Municipality, could receive educational notifications.



Reducing Contamination for Cleaner Recycling Streams

Contamination can ruin entire loads of recyclable materials and causes extreme problems at recycling facilities, including safety issues such as fires from hazardous materials (batteries) or tangling (plastic bags) in sorters that must be manually cut out - a dangerous task for facility workers. With WM Smart Truck®, contamination enforcement and education are made easy with:

One in four items that consumers place in recycling containers is not recyclable.

- A standardized review process with checks and balances to identify contamination at the curb
- Account-specific photos that allow us to educate customers about contamination and recycling right
- Ability to identify top contaminants by route to target outreach in your community
- Stopping Overages Helps Keep Your Community Clean and Safe
- Overages from containers cause unsightly litter and odors, clog storm drains, and can attract pests and other vectors. WM Smart Truck® can provide outreach to customers to prompt right-size adjustments that prevent overages and keep your community clean and safe.

Customers can be notified of any service issues via email or text within 24 to 36 hours of service. Customers can set their preferred channel of communication (email, text, or phone) online at wm.com/us/mypreferences.

QUALITY CONTROL MEASURES**How can you tell if a cart is contaminated?**

- Mounted cameras record service
- Every collection is reviewed and tied through GPS to a specific service address

What happens when a service issue is detected?

- Dedicated team of trained technicians reviews the images from each route daily for overfilled containers, contamination, damaged containers, graffiti, recorded service levels, and more
- Any identified contamination is verified by a second technician

What quality control is in place to ensure accuracy?

- Our service consultants are trained to carefully identify service issues and contamination
- We have standard protocols for assessing every situation with built-in checks and balances to ensure accuracy

PRIVACY & PROTECTING CUSTOMER DATA**Is this the first-time cameras have been used on WM collection trucks?**

No. WM has used cameras on trucks for almost 10 years. We use mounted cameras to improve safety by assisting our drivers with rear and side-view perspectives, and documenting driving incidents.

What about privacy?

WM will never share the images or customer information with third parties for marketing or data mining. The photographs or videos are only used to educate and inform customers to improve collection service, recycling, and diverting materials away from the landfills.

Smart Truck® Outreach Campaign Raises Program Awareness, Sets Expectations

The WM Smart Truck® program begins with a 60-day intensive outreach and education campaign focused on raising awareness of the WM Smart Truck® program in your community. This period will set clear expectations and minimize any surprises to customers while setting a foundation for the program.

PROPOSED ROLLOUT: FUNDAMENTAL TO BEHAVIOR CHANGE & SUCCESS**60-Day Education Period**

- Program introduced to customers via postcard/email
- Additional education: social media, municipal and WM websites, press releases, etc.
- Customers guided to wm.com/mywm to enable digital communications
- Customers with contamination and/or overages are advised according to plan.

Evaluation Period

- WM to send key data collected during education period, including # of overage and contamination notices sent
- Identify customers with multiple incidents (may require additional education)
- Develop a strategy to go live with enforcement plans as appropriate.

Go Live

- Customers with contamination and/or overages will receive electronic notifications of charges, and will be notified according to plans
- Continued education provided to customers on how to prevent overages and Recycle Right®, including social media ads, newsletter articles, and more.




WM Smart Truck® Customer Communications

WM has created customizable WM Smart Truck® customer educational communications to strategically collaborate with our customers and help build awareness of the importance of placing the right materials into the right cart.

A SMART TRUCK FOR A SUSTAINABLE TOMORROW

More power in each pickup. Less materials in landfills. Cleaner, greener, safer neighborhoods. It starts with learning more about what you toss into your carts. WM's new Smart Truck™ program gives you the notifications and insights you need to make it all possible.



STAY CLEAR OF CHARGES

After a brief educational period, you'll be charged \$1 when you overfill a container or contaminate your recycling or yard waste.

Here's how to pave the way for this change:

- 1 Visit wm.com/mywm, create an account and opt-in to notifications about how your carts are performing.
- 2 Take care of your waste and recycling the right way - waste less by reusing, donating and recycling right to prevent contamination.
- 3 Need to add a cart? Let's find a better fit together - call YourWaste's re-explore your options.


TIPS FOR SMART TOSSING

Keep a lid on overages. All materials must fit in your cart, and the lid must be fully closed.

Recycle right. Put materials in the right carts - never mix trash and recyclables. Follow these three simple rules:


- Recycle empty and dry bottles, cans, papers and cardboard. ✓
- Keep food and liquid out. ✗
- No more plastic bags and no bagged recyclables. ✗

For more ideas, visit wm.com/recycleinfo



WM Smart Truck™ Program

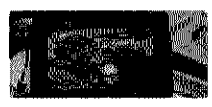
More power in each pickup. Less materials in landfills. Cleaner, greener, safer neighborhoods. It starts with learning more about what you toss into your carts. The WM Smart Truck™ program gives you the notifications and insights you need to make it all possible.



How It Works


Your Materials

With the help of mounted cameras, WM Smart Truck™ technology captures footage of your carts as they are tipped into the truck during service.



Your Service

A dedicated team of technicians reviews the footage associated with your address to make sure your materials were thrown into the correct cart and were collected successfully.

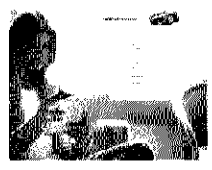



Your Notifications

If a cart associated with your address is overloaded or non-recyclable material is found, we'll send you a notification via email, text or both. Log in to My WM to see your communication preferences.


NOTE: After our initial warning, all notifications will be sent digitally. Please update your contact information and preferences at wm.com/mywm.

Following the educational period, you'll be charged \$1 when you overfill a trash cart or \$2 when you contaminate your recycling.

A SMART TRUCK FOR A SUSTAINABLE TOMORROW

More power in each pickup. Less materials in landfills. Cleaner, greener, safer neighborhoods. It starts with learning more about what you toss into your carts. WM's new Smart Truck™ program gives you the notifications and insights you need to make it all possible.



STAY CLEAR OF CHARGES

After a brief educational period, you'll be charged \$1 when you overfill a container or contaminate your recycling or yard waste.

Here's how to pave the way for this change:

- 1 Visit wm.com/mywm, create an account and opt-in to notifications about how your carts are performing.
- 2 Take care of your waste and recycling the right way - waste less by reusing, donating and recycling right to prevent contamination.
- 3 Need to add a cart? Let's find a better fit together - call YourWaste's re-explore your options.


TIPS FOR SMART TOSSING

Keep a lid on overages. All materials must fit in your cart, and the lid must be fully closed.

Recycle right. Put materials in the right carts - never mix trash and recyclables. Follow these three simple rules:

- Recycle empty and dry bottles, cans, papers and cardboard. ✓
- Keep food and liquid out. ✗
- No more plastic bags and no bagged recyclables. ✗


For more ideas, visit wm.com/recycleinfo




KEEP A LID ON OVERAGES

Stay clear of charges by checking your cart's waste and recycling the right way.

All materials must fit in your cart, and the lid must be fully closed.



- Break down boxes. ✓
- Keep recyclables loose. ✗
- No bags or bagged items. ✗



This section of our proposal will expand on our operational and administrative efficiency, how we implement proven technology, and how we are committed to collaboration with Reading.

Seamless Implementation with a Trusted Partner

WM holds a strong tradition of service excellence in the Commonwealth that area residents and businesses have come to know, trust, and expect. Under the direction of Senior District Manager Cathy Parreira, and the Town will be serviced by the WM of Boston North District. As mentioned, WM will assign Senior Residential Operations/Route Manager Jon Fosdick to Reading.

Only WM has the industry's leading routing and service technology available to execute an effective operational plan with pinpoint accuracy. Our investment in top-of-the-line technology gives us the competitive edge in knowing exactly how many collection vehicles, routes, and personnel are needed to efficiently service the Town, with a plan in place to add resources as needed to address growth or added service as requested.

In short, only WM can clearly demonstrate the experience and expertise to efficiently, effectively, and safely service the Town of Reading.

Recyclables Processing

WM proposes to deliver all recyclables to the WM – Billerica Recycling Facility for processing. Our intent is to establish an agreement based on the Town's single stream recycling specifications, terms, and conditions, recognizing that acceptable materials within the single stream recycling will follow the MassDEP Recycle Smart program guidelines.

Each month WM will provide an Excel file detailing the Blended Commodity Value calculations to Reading staff.

Semi-annually WM will conduct audits on the materials brought to the recycling facility that were collected from the Town.

Reading's recyclables will be processed at the WM – Billerica Recycling Facility at 72 Salem Rd., North Billerica, MA 01862.

Whitegoods/metals/large recyclables will be collected and transported by our long standing subcontractor, Greenwood Recovery Systems LLC.







Additional Record Keeping and Reporting

Daily/Weekly Reports will be provided in electronic format or through an electronic portal. At mutually agreed upon frequencies, reports will include missed or outstanding routes, rejection tags, outcome of all bulky item, and whitegoods collections.

Monthly Reports will include electronically provided weight slips for trash, and recyclables. Additionally, documentation for item counts for bulky and white goods will be provided the following month. WM will collaborate with Reading for any additional ad hoc reports.

Featured References for Reading

For nearly 50 years, WM has been a trusted environmental solutions partner for communities throughout the New England. Currently we provide collection services to many municipalities - small towns and large cities alike – including many similar in size to Reading. We encourage you to contact them so that you may learn firsthand about our excellent record of service with other customers.

Contract	WM Responsibility	Project Dates	Population
 Town of Arlington 730 Massachusetts Ave, Arlington MA 02474 Jim Feeney Town Manager 781-316-3010 | jfeeney@town.arlington.ma.us	Automated curbside solid waste, recycling, yard waste, municipal dumpsters, and bulky item collection	2025 to present	~ 47,000
 Town of Billerica 365 Boston Rd., Billerica, MA 01821 Frederick W. Russell, PE, DPW (978) 671-1313 | frussell@town.billerica.ma.us	Automated curbside solid waste, recycling, yard waste, municipal dumpster, and bulky item collection	2013 - to present	~44,000
 Town of Belmont 455 Concord Ave, Belmont 02478 Jason Marcotte, MPA (617)-993-2680 | jmarcotte@belmont-ma.gov	Automated curbside solid waste, recycling, yard waste, collection	2018 - to present	~9,500
 City of Woburn 10 Common St., Woburn, MA 01801 Jack Fralick, Health Director (781) 897-5800 | jfralick@cityofwoburn.com	Manual curbside solid waste, recycling, municipal dumpster, bulky item, yard waste, and Christmas tree collection	2000 - to present	~41,000
 City of Newton 1000 Commonwealth Ave., Newton, MA 02459 James McGonagle, DPW Commissioner (617) 796-1009 | jmcgonagle@newtonma.gov	Automated curbside solid waste, recycling, municipal dumpster, and bulky item collection	1988 - to present	~88,000
 City of Medford 85 George Hassett Drive, Medford, MA 02155 Timothy McGivern, PE, Commissioner Public Works (781) 393-2476 | tmcgivern@medford-ma.gov	Automated trash, recycling, dumpsters, roll-off, white goods and bulky item collection	1996 - to present	~65,400

Additional Municipal References – - State of Massachusetts

WM provides solid waste and recycling services for more than 180 communities throughout New England. We have been providing similar trash/recycling collection services to municipal clients since entering the New England Market in 1980.

Below is a list of current WM municipal contracts in Massachusetts that attests to our character and integrity, record of good business practices, management ability, and experience. This reference list clearly demonstrates that we have experience servicing communities like the Town of Reading.

Municipality	Start	Customer Contact	Title	Phone Number	Services Provided	Homes
Ashland	2006	David Miller	Solid Waste & Recycling Coord	508-532-7943	Collection- Residential MSW & Recycling	5,600
Attleboro	1987	Cheryl Perry	Solid Waste Manager	508-222-2232	MSW Collection & Automated Recycling	14,168
Belmont	2018	Jay Marcotte	DPW Director	617-993-2680	Automated Collection MSW & Recycling	9,500
Billerica	2013	Fred Russell	DPW Director	978-671-0955	Automated Collection MSW & Recycling	13,000
Concord	1998	Aaron Miklosko	HWY Superintendent	978-505-4355	Collection- Residential MSW & Recycling	3,102
Easton	2007	Connor Read	Town Manager	508-230-0510	Automated Collection- MSW & Recycling	5,500
Granby	2017	Chris Martin	Town Administrator	413-467-7177	Collection- Residential MSW & Recycling	2,280
Groveland	2016	Rebecca Oldham	Town Manager	978-556-7204	Manual Co Collection MSW & Recycling	2,090
Franklin	2010	Robert Cantoreggi	DPW Director	781-316-3108	Automated Collection- MSW & Recycling	8,930
Longmeadow	2015	Sean Van Deusen	DPW Director	413-567-3400	Collection- Residential MSW & Recycling	5,500
Lowell	2014	Gunther Wellenstein	Deputy Director	978-674-1832	Automated Collection- MSW & Recycling	25,146
Mansfield	2001	Josh Reinke	DPW Director	508-261-7462	Automated Collection- MSW & Recycling	6,336
Medford	1988	Tim McGivern	DPW Commissioner	781-393-2417	Automated Collection- MSW & Recycling	19,500
Nahant	2016	Tony Barletta	Town Administrator	781-581-0088	Collection- Residential MSW & Recycling	1,311
Newton	1988	Jim McGonagle	DPW Commissioner	617-796-1009	Automated Collection - MSW & Recycling	28,500
North Attleboro	1987	Laura Munson	Solid Waste Manager	508-699-0100	MSW Collection & Automated Recycling	8,400
Norwell	2014	Ben Margo	Health Director	781-659-8016	MSW Collection & Automated Recycling	4,106
Norwood	2003	Mark Ryan	DPW Director	781-762-1240	Automated Collection - MSW & Recycling	8,600
Salem	2015	Dominick Pangallo	Mayor	978-619-5600	Automated Collection - MSW & Recycling	13,700
Westwood	2002	Todd Korchin	DPW Director	781-326-8661	Automated Collection - MSW & Recycling	4,800
Whitman	2015	Bruce Martin	DPW Director	781-618-9817	Collection & Disposal- Residential MSW & Recycling	4,500
Woburn	2000	Jack Fralick	Health Director	781-897-5800	Collection- Residential MSW & Recycling	12,000





WM Service Differentiators

This section will introduce the Town of Reading to critical WM service components including our unrelenting focus on safety, our fully integrated onboard technology, and our attention to detail when transitioning new services. We also outline recent advances that illustrate how the collective WM network is committed to continuous improvement.

Customer Service, For Tomorrow®

WM believes in putting our customers first and staying ahead of our customers' ever-changing needs. That's why we have built upon our traditional call center and are investing in advanced customer service technologies, like Interactive Voice Response, a Callback System, and Live Chat Support. These technologies are shaping the future of customer service at WM and making our customers' experience even better:

- **Interactive Voice Response (IVR):** Lisa, our voice driven conversational IVR platform, seamlessly guides customers to self-service options without menu prompts and connects them with the right resources for a convenient and efficient experience.
- **Callback System:** Lisa's callback functionality ensures customers never have to wait on hold. With the callback or text option, customers will receive a call from a Customer Service Representative as soon as they are available, or customers receive a text allowing them to continue the conversation at their convenience.
- **Live Chat Support:** Our self-aware Live Chat Support allows customers to get quick answers to questions and solve issues faster than email exchanges or waiting on hold in the call queue. And with each customer conversation, the chatbot learns and evolves to provide an even faster solution.

Customer Experience Channels

Our IVR, Callback System, and Live Chat Support customer experience channels are just a part of our commitment to delivering exceptional customer service. We are continually working to expand self-service tools that put the value of our customers' time front and center.

wm.com	Gives customers a seamless and intuitive way to discover the services and solutions available in the community.
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Knowledge Base Customer Support	Allows customers to explore a collection of resources by topic to find quick solutions to top asked questions.
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**Social Media
Platforms**

Provides extra convenience and a new way to connect with WM.

**Local Customer
Service Center**

Provides a comprehensive and dedicated one-on-one assistance to address and resolve issues on first interactions.

Voice of Our Customers Survey

To monitor our customer satisfaction efforts, WM invites more than 100,000 unique customers to fill out our Voice of Our Customers survey every month to understand expectations, perceptions, and satisfaction points, and gain insight into areas for improvement.



The survey initially focuses on core questions related to the customer's overall relationship with WM, then expands into targeted questions regarding the customer's service experience with our company. This survey provides WM with unprecedented insights to develop proactive solutions to not only meet but exceed customer expectations every day.

Our Commitment to a Risk-Free New Contract Implementation

The benefits to your community for working with WM are substantial. We offer:

- **Established and reliable solid waste and recycling services.** We already have the personnel, experience, and fully operational, local operations site, and systems in-place to offer a timely and smooth implementation.
- **Invaluable experience.** Our experienced drivers have worked in the surrounding areas and our staff is aware of Reading's individual service requirements. We leverage lessons learned to offer proven public education and outreach strategies for communicating available services, resources, and maximizing resident participation.
- **A commitment to continuous improvement.** We seek to continuously improve our service and offer the latest innovations in sustainability and integrated operational technology. One key advancement that we are pleased to offer Reading is the video integration of Smart Truck® with our existing GPS enabled onboard computing system. This technology will allow us to use video imagery to verify service and track setout rates. We are also excited about the possibility of expanding this technology to monitor and report recycling contamination to the Town and residents.

When entering into a new contract, we recognize that, as a potential provider, our goal is to be a trusted partner for Reading. We will demonstrate that on Day-One, WM:

- **Is equipped** with state-of-the-art collection vehicles
- **Is staffed** with trained personnel who are experienced with municipal contracts
- **Is positioned** with a local facility – giving you the assurance your collection facility is close by and managed in complete compliance with local, state, and federal regulations

- **Is prepared** to commit a single point of contact for the Town to provide expertise and consistent communications
- **Is committed** to fair pricing that provides peace of mind for Reading that we will be at your service for the full life of your contract
- **Is exceptionally well qualified to do this work – This is what we do**

Transition Plan

The Reading Contract Manager, Christine DeRosa, Cathy Parreira: Senior District Manager, and Jon Fosdick, Senior Residential Operations/Route Manager will lead the Reading transition team and will provide a timeline for equipment, delivering containers, and other phases of transition after the contract award. WM is experienced, highly efficient, and professional with transitions.

We have included a sample timeline below of all activities required, which we will review with the Town and tailor to fulfill the obligations of the collection specifications.

Transition Plan for the Town of Reading		
Task	Responsible Party	Projected Timeline
Contract Award	Town of Reading	TBD
Agree Upon and Execute Contract	Reading/WM	~30 business days following award
Deliver Performance and Insurance Certificate	WM	~30 business days following award
Hold Operations Kick-off Meeting with Reading	Reading/WM	Upon contract award and as often as needed
Hold Internal meetings with Customer Service and Dispatch	WM	1Q and Q2 2026
Update the Town on staff selection, training, procurement, and collections plans including all transition efforts to date	Reading/WM	Ongoing communication
Participate in Reading's Informational Meetings	WM	As requested by Reading staff
Develop and Mail Public Outreach Program Guide	WM to the Town of Reading	Create Guides and Review with Reading 2Q 2025. Distribute to all residents 3Q 2025
Deliver all Required Containers	WM to Reading	~Late June 2026
Start Operations	WM	July 1, 2026



Industry-Leading Onboard Technology

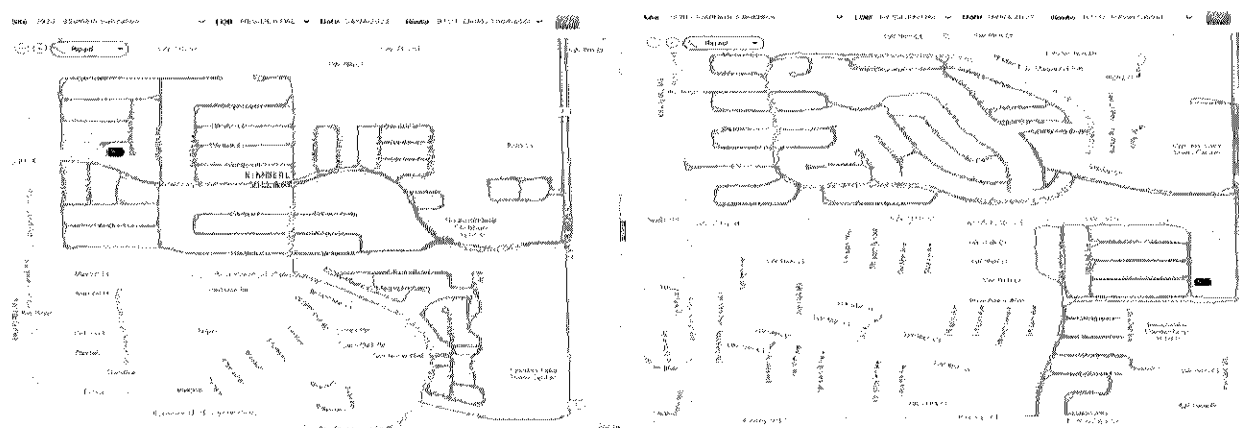
Our fleet of trucks for Reading is equipped with our onboard computing system (OCS), which enhances communication between our operations and customer service teams. OCS replaced paper route books with electronic route sheets that are updated in real time. Collection drivers see all stops and service tickets on their touch screens, which can be updated remotely and in actual time by our route managers and dispatchers.

Our OCS is complemented by the following industry-leading software and technology:

Plan Versus Actual (PvA) Technology: Using our Plan Versus Actual (PvA) technology, route managers and dispatchers can track every stop on the route virtually. By following the same route order every service day, we create consistency in service and increased customer satisfaction. PvA software displays how closely the driver followed the route, where there were delays of more than 10 minutes, and where the driver had to deviate from the route.

This route information, including collection status, is visible in real time. If Reading staff or a resident should have a service question, Christine DeRosa, and the Reading CSRs will have the ability to immediately access service completion information, including an approximate ETA for service to arrive at a particular address. This level of data and route management dramatically decreases missed pickups and has **helped our WM of Boston North District achieve and sustain a >99% collection accuracy rate**. The “valid pings” of our GPS-based PvA technology provide a time-date stamp of a collection vehicle's presence at a particular address, serving as a valuable tool to ensure service completion.

DriveCam®: Forward-facing camera that constantly records whenever there is a sudden movement,



Sample Residential PvA Live Screens

such as hard braking, swerving, or a collision. WM drivers can manually trigger recording of video on the DriveCam in the event they witness an emergency situation or suspicious activity.



Preventive Maintenance for Service Reliability

Preventive Maintenance to Keep Reading's Vehicles and Equipment Safe

WM has a comprehensive Preventive Maintenance Program for our entire fleet that ranks among the most aggressive in the industry.

Our program establishes a systematic procedure to minimize all vehicle and equipment failures by monitoring the current conditions and correcting defects before they develop into safety concerns or costly repairs. WM invests more than one-third of the cost of machinery and equipment in preventative maintenance on its vehicles.

WM's Preventive Maintenance Program is consistent with the standards and procedures recommended by the Technical Maintenance Council (TMC) of the American Trucking Association and encompasses the mandatory Department of Transportation (DOT) inspection criteria set forth in Section 396 of the Federal Motor Carrier Safety Regulations (FMCSR).

Investing in Our Fleet

Each year, WM invests roughly \$600 million in vehicle and equipment maintenance. These investments in our fleet safety, driver training, and onboard equipment have resulted in a 57% reduction in vehicle accidents since 2007.

Environmentally Sound Maintenance Procedures

WM has implemented several environmental procedures for fleet maintenance, including:

- Use of synthetic or semi-synthetic fluids that allow extended oil drain intervals in engine transmissions, differentials and hydraulic systems and reduces the amount of virgin petroleum stock required
- Collection and recycling of all fluids collected from vehicle maintenance by licensed recyclers
- All filters placed in drain basins to prevent environmental pollutants from entering waterways

Maintenance Service Delivery Optimization Fosters Continuous Improvement

The following table outlines our processes for preventive maintenance:

Preventive Maintenance Task	MSDO Processes	Process Performance Standards
Planning and Scheduling	Managing performance along with planning/scheduling vehicle repairs	Managers and supervisors are trained to use planning tools that maximize the hours on jobs.
Preventive Maintenance Inspection/Compliance	Scheduled vehicle inspection conducted by maintenance technicians every 200 engine hours	100% of preventive maintenance inspection (PMI) activities performed within 10% of designated intervals
Quality Control Inspection (QCI)	Fleet manager/supervisor conducts quality control inspection on 10% or more of PMIs completed	Properly documented inspections of 10% of all PMIs



Preventive Maintenance Task	MSDO Processes	Process Performance Standards
Driver Pre-Trip/Post-Trip Inspections	Pre-trip inspections are conducted prior to the driver starting their day. Post-trip inspections are completed once the driver's route is completed.	Drivers conduct inspections on every truck prior to leaving the facility and upon returning to the yard.
Total Tire Maintenance (TTM)	TTM is a cornerstone of our maintenance program. The technicians follow a seven-step process when changing tires. We focus on accountability for the safety of the public as well as our drivers.	All drivers inspect their truck tires at least two times a day and technicians follow a seven-step process to confirm the tires are installed correctly.

Reading can be confident that WM has the necessary systems and measures in place to keep Reading service reliable.

Uncompromised Safety for Reading

WM knows it is our duty to take every sensible step to prevent injuries in the workplace and return our employees home safely every night.

Likewise, Reading depends on us to safely collect, process, and dispose of their wastes while being mindful of our actions to protect the environment that we share.

This is why safety is a core value for our company and we understand the magnitude of the responsibility we have and strive to confirm that each task, piece of equipment, and company policy and procedure reinforces safe actions and behaviors.

Overall injury rates in our industry have improved substantially in recent years and WM's performance in this area has ranked among the best. You do not need to search long to see how we fulfill our commitment to safety – it is woven into everything we do – from hiring practices to training to advancing safety technologies to preventive maintenance.

Continuing Our Mission to Zero

We engage employees on safety practices through our internal safety philosophy program, Mission to Zero (M2Z), where the "Zero" represents zero tolerance for unsafe actions or conditions. By engaging employees around prevention rather than simply tracking outcomes, we strive to address hazards before they endanger employees. Over the years, the M2Z approach has resulted in programs that have improved safety performance, including worker injury rates, vehicle collision prevention, and safety leadership development. The program involves classroom instruction, route observation, monitoring of safety data, and driver training. Since its adoption, we have seen significant improvements in on-the-job safety.



Waste Watch®

Collaborating with Local Law Enforcement to Keep Reading's Neighborhoods Safe



Serving the same neighborhoods each week allows WM drivers to become familiar with their routes. This level of familiarity enables drivers to identify when a situation does not feel right. Our drivers are in a unique position to act as an extra set of eyes and ears on the street. This is why we implemented Waste Watch® and will bring this program to the Town of Reading as a value-added service.

The Waste Watch® program formally teaches our drivers how to observe and report suspicious activity or an emergency to authorities. DriveCam® has also helps make our Waste Watch® program successful, as drivers can manually start the camera if they witness an incident. WM developed Waste Watch® in 2004 and has expanded the program to more than 270 communities nationwide and has been recognized by the National Sheriff's Association.



Bagster® Dumpster in a Bag®: The Cost-Effective Solution for Renovations, Moves or Cleanups

WM offers a convenient, inexpensive way for Reading residents to dispose of waste and debris removal from home improvement projects to big cleanup jobs, it's as easy as BUY.FILL.GONE® – the Bagster® Dumpster in a Bag® program, is a cost-effective, on-demand waste management solution that is lightweight, easy to transport, and smaller and more manageable than a large roll-off dumpster.

The Bagster® can hold up to three cubic yards of debris and up to 3,300 pounds with enough capacity to handle twenty 30-gallon trash bags, 47 sheets of drywall, or 1,280 square feet of hardwood flooring.

The process is simple: Residents/Contractors simply purchase Bagster® at a local Home Improvement store or online by visiting thebagster.com, fill it with waste and debris, and schedule a pickup (collection fee applies) at their convenience.



Bagster® offers a convenient WM solution for situations such as:

- **Home Improvement Projects:** Bagster® is a perfect solution for home improvement debris. From room additions to deck building, you can recommend them to homeowners and contractors when they request local building permits.
- **Community Event and Block Cleanups:** Bagster® offers an easy solution for local cleanups at block parties, community parks, and residents' homes.
- **Bulk Collection:** Bagster® can be added to municipal contracts as an additional solution for bulk collections.
- **Disaster Preparedness:** Bagster® can handle debris from floods, tornadoes, and fires. The bags are easy to store, allowing municipalities to have them available for immediate use in case of emergencies.

We would be happy to provide additional information on how residents can receive discounted service through a municipal contract with WM.

We would be happy to provide additional information on how residents can receive discounted service through a municipal contract with WM.

Recycle Right®:

A Foundation for Proactive Public Education if needed

WM firmly believes in education – it is the foundation of everything we do regarding recycling. WM's Recycle Right® campaign leverages social science principles and design theory to make recycling both simple and convenient, encouraging behavior change.

Traditional marketing methods with broad reach have been shown to raise awareness or change perceptions but not to lead to behavior change. Interventions that are more direct, like a personalized tag left at the source of the behavior (on a contaminated cart), cause a consumer to change their actions.



Recycle Right® has proven successful at getting customers to change their recycling habits and reduce contamination because we educate by:

1. Clearly defining the problem (recycling confusion and contamination).
2. Simplifying the message with 3 simple rules.
3. Giving visitors a reason why they should do something.

A Recycling Education Plan

It takes ongoing education and consistent enforcement efforts to change behavior. As such, it is imperative that we clearly define responsibilities and resources for both recycling education and enforcement. WM is committed to making recycling education a priority of our collaboration because we know that it is critical to a recycling program's success.

WM offers its experience and available resources to create an education and outreach strategy. We will work through the Education Center to increase participation, increase recycling volumes, and reduce contamination by introducing the following possible topics/displays to educate and drive impact.

- **WM Smart Truck® Program:** WM leverages technology to provide real time service verification. Smart Truck® records still image data for effective monitoring, documentation of container overages, and provides real time, targeted customer education. Smart Truck® technology documents contamination occurrences with photos and GPS mapping and responds to the customer with a strategic, targeted education program to better shape waste-related decision-making. Spreading the word about advancing technology helps to remind citizens of how to Recycle Right®.
- **Cart Tags:** If recyclables are contaminated with unacceptable material, drivers place an "Oops" type tag on the container, so customers know why their material was not collected. This educates on how to properly sort material for future recycling.
- **Service Display:** Host a display of trash and recycle carts at the Education Center and use examples of our hot stamps, decals, or in-mold labels to remind visitors of acceptable materials, so residents can catch any contaminants when they're filling up their carts.
- **Social Media Posts:** It is important that residents see their community's support for recycling. WM makes it easy to share recycling information online with ready-to-go Recycle Right® social media content. Displays are eye catching, often humorous, and sure to get attention.
- **Community Events:** WM is a national company with a local impact. Our WM team will host RMPF tours so visitors can learn directly from WM staff about how to Recycle Right®.

wm.com/recycleright

The Town of Reading can easily cross-promote Recycle Right® on the Town's website.

RECYCLE RIGHT



WM Offers a Dedicated, Local Website for Local Services

24/7 Answers for Customers – Any Time, Any Place, on Any Device

With over 60% of consumers preferring to conduct business online, providing solid waste information through a simple, easy-to-use website is an essential communication tool that WM is proud to offer to Reading as a value-add offering at no additional cost. This offering would not replace the Town's content but could supplement as an additional resource.

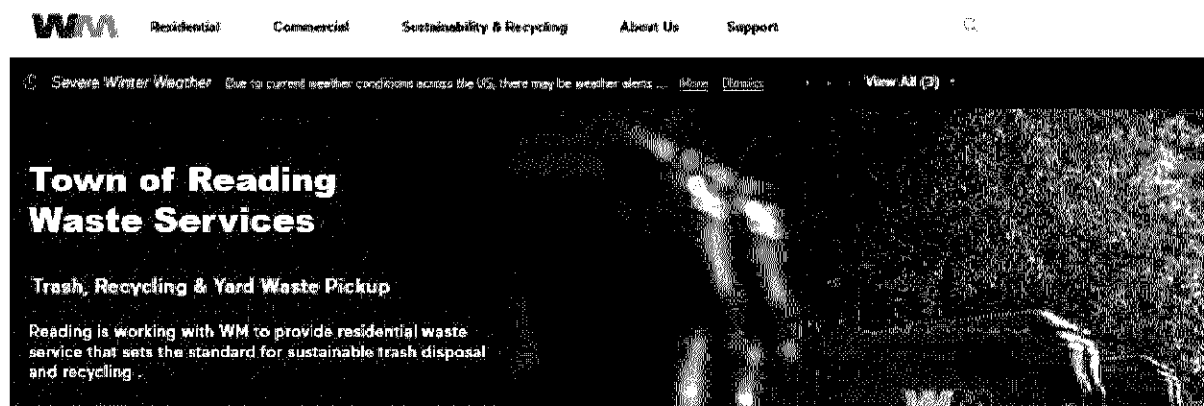
If WM is awarded your business and if the Town is interested, WM could establish a local website for Reading residents within the wm.com website. This site would serve as a centralized resource for service implementation information and recycling resources. Once the transition is underway and pre-outreach launches, customers will be able to review service offerings, live chat with customer service representatives, request services via self-service options, and check and modify current service offerings.

As part of our customer engagement and digital customer service, we create dynamic, easy-to-navigate WM customer websites. These tailored-to-your-municipality websites provide a single access point for service information and 24/7 self-serve customer service solutions. The Town of Reading and your residents and small business customers would have access to a local WM website that is both easy to navigate and functional. Working in collaboration with your staff, we will continue to customize and update the website with meaningful service information, photos and resources that reflect the interests of Reading

As an added convenience, WM staff will share access to our web content for cross-promotion on your website. Connecting directly to WM's information will save municipal staff time and confirm the Town continuously receives accurate and consistent information.

With a WM local customer website, we can work together to accomplish the following to provide even more value to your designated residents and Town properties:

- **Personalize your website:** Your WM customer website is designed and custom-built to showcase your community, services, solutions, and special programs.
- **Promote self-serve customer service solutions:** Your WM customer website is the first line of support, empowering customers to access information on demand, find answers on their own - at their convenience – including managing their account, requesting services, and resolving issues with zero to minimal waiting time.
- **Provide helpful resources and service information:** Your WM customer website is the information hub for all information regarding services - from collection schedules, including holidays or any special events such as holiday tree collection, to bulk item collection information (if applicable), to any service delays. The website can also inform of where to place carts/bins and acceptable and non-acceptable items.
 - Important transition materials, such Welcome Packets/ Service Guides can also be posted to your WM Customer site for simple customer reference.
- **Help lead the way to a more sustainable community:** Your WM customer website links directly to WM's Recycle Right® recycling education program, providing your community with access to recycling resources, making it even easier to recycle right and reduce contamination.



Residential

Holiday Schedule

Check for holidays that may affect your service

Weekday holidays will delay collection by one day for the remainder of the week. For example, if a holiday falls on a Thursday, Thursday customers will be collected on Friday and Friday customers will be collected on Saturday.

[View Holiday Schedule](#)

And for Fun - WM can Bring a Touch-a-Truck Event to Reading!

WM uses its resources to promote our company, provide our customers with informative and memorable experiences, and help spread the word about safety. Children are naturally curious about our trucks, so we use them as tools to educate and entertain. Our popular Touch-a-Truck experience is always popular with children, who get to see the truck up close and can ask questions. This also gives our employees a chance to talk about their job, special features on the truck, and the importance of safety, especially around the truck. The photograph here is an example of a Touch-a-Truck event at one of our WM locations.



Public Education and Outreach


Communications with residents and businesses is critical to program success. WM will collaborate with Reading to create Trash and Recycling outreach for all households.

Provided here is an example of a local piece that WM's Communications Team could create for the Town.


The Town of Reading

Residential Waste and Recycling Service Guide


What Goes in the Organics Container:




Food Waste




Yard Waste




Produce




Food Soiled Paper,
Coffee Filters & Tea Bags



Meat, Fish & Poultry




Dairy




Bread, Pasta, Rice,
Grains, Coffee Grounds
& Food Soiled Paper

Place organics materials directly into your organics cart -
To reduce odor, put food waste in a paper bag.


What Goes in the Recycling Container:




Plastic Bottles & Containers




Food & Beverage Cans



Glass Bottles & Containers




Paper




Flattened Cardboard
& Paperboard

Place recyclables directly into your recycling cart -
Don't bag your recycling materials.


What Goes in the Trash Container:




Foam Cups &
Containers




Garden Hose




Broken Ceramic Dishes
& Pots




Candy, Snack &
Food Wrappers




Plastic Bags & Film



Diapers



Pet Waste




Clothing & Textiles

Do Not Include:
Food Waste
Recyclables
Hazardous Waste
Electronics
Batteries, Tires or Paint
Flammable Material

home.wm.com/Reading

Customer Service: (888) 555-1234







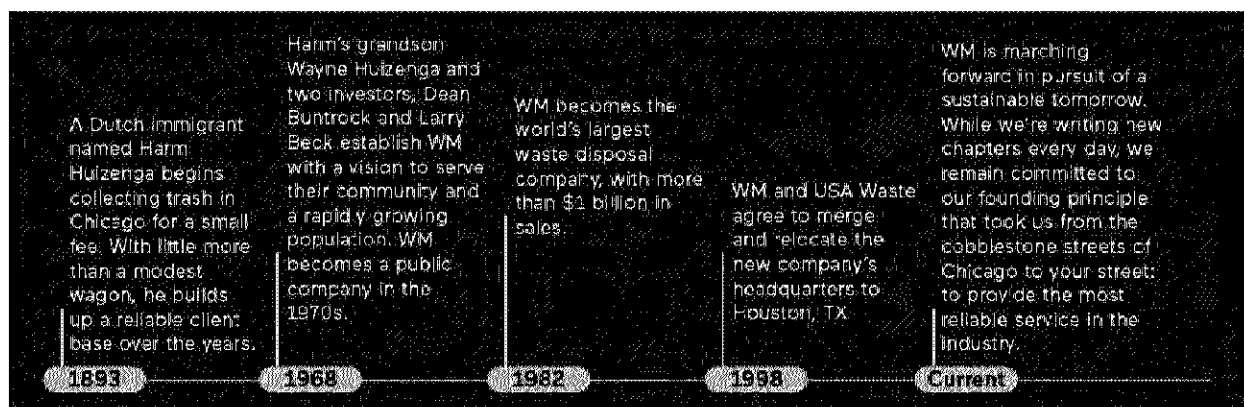
WM's Qualifications

Since 1893 when Waste Management founder Harm Huizenga began removing trash with a horse and wagon in Chicago, WM has been working for a better tomorrow. But what started as 'Waste Management,' has evolved to become WM - the world's leading provider - and innovator - of sustainability services, and the work that started over a hundred years ago continues every day, getting better, smarter, and more innovative.

We're WM. Always Working For A Sustainable Tomorrow®

WM History

WM is the world's leading provider of sustainability services. For more than 50 years, we have been **Working For A Better Tomorrow®** with sustainability and environmental stewardship embedded in all we do. We have worked together with countless customers to implement innovative programs and services that have shaped the solid waste and recycling industry in North America. Key highlights of our history include:



WM: Who We Are and What We Bring to Reading

As North America's leading provider of comprehensive environmental services, WM serves millions of residential, commercial, industrial, and municipal customers throughout the U.S. and Canada by collecting, transporting, and finding new uses for the waste they generate. We also collaborate with our customers to help them achieve their sustainability goals through managing and reducing waste and operating more sustainably.

To serve our diverse customer base, we have developed the industry's largest network of collection operations, transfer stations, and recycling and disposal facilities, led by a team of ~61,700 employees motivated to go above and beyond. Unmatched in geographical reach and ability, our resources enable us to manage every aspect of our customers' waste streams.

WM At-A-Glance (data represents the most recently published information)**People****-61,700**
team members**Operations****262**
solid waste
landfills**5**
hazardous
waste landfills**497**
hauling
facilities**506**
transfer
facilities**\$32.8B**
asset base**Material is Repurposed****105** recycling facilities**49** organics recycling
facilities, including WM
CORE® sites and
composting**16 million tons** of
material recovered**Energy is Renewable****13,170** alternative-fuel
vehicles**213** natural gas fueling stations**95** landfill gas-to-electricity
facilities**23** direct landfill gas-to-
industrial customers**18** renewable natural gas
facilities**Communities are Thriving****68** certified wildlife habitat
programs**72** pollinator gardens and
wildflower meadow projects**291** habitat, species, and
education projects "on-the-
ground"**13,413** acres actively managed
for wildlife preservation**Local, Regional, and National Resources for Reading**

WM is a local company with hauling operations throughout New England. We have provided superior waste and recycling services from our WM of Boston North to the surrounding area for 50 years, serving residential, municipal, commercial, and industrial customers.

Our local office, located in Woburn, is just seven (7) miles away and will provide Reading with operational, management and reserve resources

as part of this Agreement. Our history of past performance, regulatory compliance, and superior safety record, along with the financial and resource backing of North America's largest environmental services company, give us the foundation needed to not only meet but exceed Reading's expectations for waste and recycling services.

With WM as your provider, Reading will receive more than simple waste collection services. You will have an ally with unmatched resources to give you peace of mind that your waste and recycling will be collected, transferred, processed, and disposed of, even during emergency and natural disaster situations. Collections will be managed using proven best practices in full compliance with all local, state, and federal regulations.

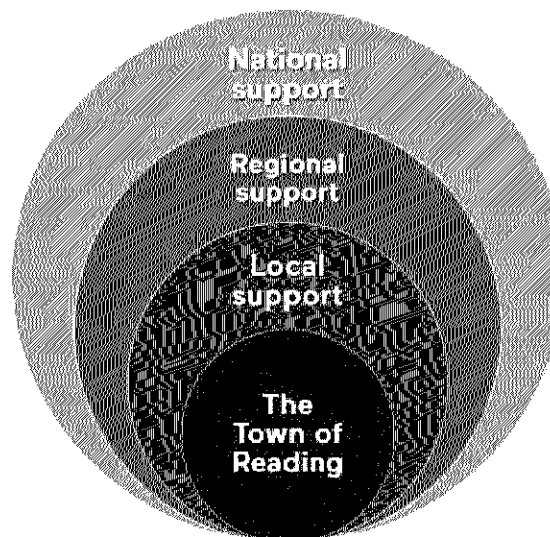
Waste Management of Massachusetts, Inc.

Waste Management of Massachusetts, Inc., an indirect subsidiary of Waste Management, Inc., was organized and incorporated in MA in 1974. Our team of professionals will service Reading from our WM of Boston North District, which is located very close to Reading at 204 Merrimac St., Woburn, MA 01801.

Local support: Within the Commonwealth, there are many other WM hauling sites. This means that if there is a need, we can redeploy equipment and people to Reading the same day. While we always strive to have our fleet on the road and not in the shop, garbage trucks are complicated pieces of machinery, and they occasionally need maintenance. Having the ability to share resources within a small geographic area allows us to keep rates low and continue service to your Town without interruption.

Regional support: As mentioned, our regional operations stretch across New England. This allows our team to respond to regional events with seamless support. Needed containers, trucks, drivers, and managers can be requested from our area to support unusual events if ever needed. These resources can be deployed the same day.

National support: As the leading waste provider in North America, WM can get the best rates and availability from our truck, container, and office equipment vendors. In the event of an emergency or natural disaster, we can pull additional resources from our hauling districts throughout the nation.



WM's New England Profile = Contingencies for Reading

- 25 Collection Sites- with vehicles driving 750 routes
- All vehicles equipped with Onboard Computing Units (OBU).
- 67k Commercial Customers, 70 Municipalities, 120k Residential Customers
- Industry Leader on Safety and Security
- Five (5) CNG Fueling Stations (Buffalo, Cranston, Syracuse, Norton, and Rochester, NH)
- Six (6) Recycling Plants 450k tons per year (TPY) (NEW120 TPY North Boston 2013)
- One of WM's five CORE® Organics Recycling Facilities (Boston, MA)
- 12 Landfills in NEUNY (10 of which are Waste to Energy (WTE) Sites)
- Partners with 9 WTE Plants – for an additional 3.8m TPY processing capacity

WM's financial strength, established network, and our local resources provide assurance to the Town of Reading that we can coordinate nearby, regional, and national WM resources to fulfill any emergency service needs requested by Reading. Reading – let WM be your ally on this journey.

WM's Commitment to Recycling and Sustainability

At WM, we have always been focused on reinventing what's possible. That is why in early 2022, we dropped "waste" from our name to signify that our company is about a lot more than just managing waste.

Leveraging our infrastructure, scale, world-class operations, and expertise, we are focusing our strategy on three bold ambitions: **materials are repurposed, energy is renewable, and communities are thriving.**



Material is
REPURPOSED



Energy is
RENEWABLE



Communities are
THRIVING

To achieve these ambitions, we are evolving waste and recycling solutions to expand the reuse of materials, giving new life to things we no longer use, and lessening our collective footprint. We are making landmark investments in innovative technologies that turn waste into new forms of energy, which can be used to power our trucks and your homes. Additionally, we are empowering the communities where we live and work with knowledge and resources so they can thrive within clean, resilient environments. Together, we are reinventing what's possible.

As North America's largest provider of sustainability and environmental solutions, we play an integral role in keeping communities clean, safe, and functioning for decades. Through our bold sustainability vision, we are amplifying what's possible for recycling and decarbonization in communities across the county. We are also investing in environmental justice, education, and stewardship, striving to create a more sustainable tomorrow.

We are reimagining what's possible for your community by investing in and operating innovative recycling and waste solutions that help fuel the continuous reuse of materials. Each year, WM manages nearly 15 million tons of recyclable material. We have set a goal to increase this by 60% to 25 million tons by 2030. From 2022 to 2026, WM plans to invest approximately \$1 billion in new recycling technology and infrastructure.

By 2026, we will plan to open or automate nearly 40 recycling facilities across North America, adding 2.8 million incremental tons of recycling processing capacity each year. We are expanding recycling access to more communities, adding recycling facilities in three new markets.

These investments will also drive increased operational efficiency, leading to a better sorted, higher quality end-product for manufacturing companies that use post-consumer materials to make new products. More importantly for residents, the list of acceptable materials at WM recycling facilities is consistent with the MassDEP's list of acceptable materials, which currently sets a uniform standard across the Commonwealth.

By keeping more material in the circular economy, we recover untapped value from materials otherwise destined for disposal and help meet consumer demand for recycled products. As the largest recycler of post-consumer materials, we have the infrastructure and network to drive circular economy solutions. That's why we have made circularity central to our company's growth strategy.



Financial Strength: The Foundation for Our Commitment

WM's financial strength is the foundation for our commitment to serve our customers, perform our obligations, and protect the environment in conducting our broad services. Our industry leadership and strong financial position gives Reading assurance that we can and will fulfill our obligations.

- As North America's leading provider of comprehensive environmental services, WM's revenue in 2024 was \$22 billion. Our business performs well in any economic environment given the essential nature of the services we provide and the recurring nature of our revenue. This results in strong and consistent earnings and cash flow to fund growth investments.
- WM has a very secure financial position, with a strong balance sheet, investment grade credit rating, and ample liquidity.
- WM is committed and financially able to perform all operations for Reading in full compliance with applicable federal, state, provincial, and local regulations.
- WM has experienced and dedicated management and team members.
- WM has the largest and most diverse asset and customer bases in North America, including transportation, disposal, treatment, recovery, remediation, waste identification, and several other specialty services. This network enables us to provide a single source of responsibility, from transportation through disposal of waste.
- Typically, capital requirements are internally financed by WM using cash flow from existing operations – freeing our new trucks, carts, containers, and facility investments from the timelines and terms of third-party creditors.

Financial Leverage

WM's financial strength gives us leverage to continually innovate and invest in technologies and solutions for all the customers we serve, including Reading, and we are committed to maintaining that strength. We are well positioned to allocate capital to increasing shareholder returns while at the same time investing in organic growth, including high-return sustainability growth projects that expand the value of our services while improving the environment and economy of the places where we live and work. Our strategic flexibility is made possible through our credit ratings and the following contributing factors:

- Total debt to EBITDA of 2.75x, within targeted range of 2.5x – 3.0x
- Committed to maintaining strong investment grade credit rating
- Deep access across key capital markets
- Strong liquidity and balanced debt maturity profile
- \$3.5B revolving credit facility with -\$2.5B of liquidity capacity at the end of 2024

WM Credit Ratings

Moody's	Standard & Poor's	Fitch
A-3/P-2/Stable	A-/A-2/Negative	A/Stable

As a wholly owned, indirect subsidiary of Waste Management, Inc., Waste Management of Massachusetts, Inc. does not report financial results. All financial reporting occurs through our parent

entity. As a publicly traded company, WM is held to the most stringent regulations for accurate and timely financial disclosure. WM's financial statements are audited.

Bank and Credit References

As requested, WM is to provide our financial references for Reading's review.

Bank

Reference	Contact Information
Bank of America W: www.bankvot.com	Michael Contreras (312) 992-3882 | michael.contreras@bofa.com

Trade

Reference	Address	Contact Information
Amrep Manufacturing Company LLC	1555 S. Cucamonga Avenue Ontario, CA 91761	Hector Thomas hthomas@wastequip.com (909) 923-0430
Taylor Communications (formerly Standard Register Company)	13105 Northwest Freeway Suite 1110 Houston, TX 77040	Tara Griffin tara.griffin@taylorcommunications.com
Staples, Inc.	4790 Regent Boulevard, Suite 250 Irving, Texas 75063	(508) 382-1508 CreditReference@Staples.com
Houston Freightliner Inc.	9550 North Loop East Houston, TX 77029	John Thomas (713) 672-4115

Financial Statements

For your convenience, please refer to the following links for the complete WM audited Annual Reports for 2023 to supplement the provided 2024 Annual Report that follows.

2023: <https://nasdaqomx.mobular.net/nasdaqomx/WM/>

Waste Management, Inc. (WMI) is a holding company, and all operations are conducted by its subsidiaries. Please see:

<https://www.sec.gov/Archives/edgar/data/823768/000119312517046480/d252547d10k.htm>

All subsidiaries of WMI are affiliates of each other, pursuant to the SEC/ Rule 144 definition.

WM's 2024 Annual Report**REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM**

To the Stockholders and the Board of Directors of Waste Management, Inc.

Opinion on Internal Control Over Financial Reporting

We have audited Waste Management, Inc.'s internal control over financial reporting as of December 31, 2024, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, Waste Management, Inc. (the Company) maintained, in all material respects, effective internal control over financial reporting as of December 31, 2024, based on the COSO criteria.

As indicated in the accompanying Management's Report on Internal Control Over Financial Reporting, management's assessment of and conclusion on the effectiveness of internal control over financial reporting did not include the internal controls of Stericycle, Inc., which is included in the 2024 consolidated financial statements of the Company and constituted approximately 13.0% of total assets, excluding goodwill, as of December 31, 2024 and approximately 1.8% of consolidated operating revenues, for the year then ended. Our audit of internal control over financial reporting of the Company also did not include an evaluation of the internal control over financial reporting of Stericycle, Inc.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the 2024 consolidated financial statements of the Company, and our report dated February 19, 2025 expressed an unqualified opinion thereon.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control Over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ ERNST & YOUNG LLP

Houston, Texas
February 19, 2025

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the Stockholders and the Board of Directors of Waste Management, Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Waste Management, Inc. (the Company) as of December 31, 2024 and 2023, the related consolidated statements of operations, comprehensive income, cash flows and changes in equity for each of the three years in the period ended December 31, 2024, and the related notes (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2024 and 2023, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2024, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2024, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework), and our report dated February 19, 2025 expressed an unqualified opinion thereon.

Basis for Opinion

These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matters

The critical audit matters communicated below are matters arising from the current period audit of the financial statements that were communicated or required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

Landfill Depletion***Description of the Matter***

At December 31, 2024, the Company's landfill assets, net of accumulated depletion, totaled \$8.0 billion and the associated depletion expense for 2024 was \$795 million. As discussed in Note 2 of the financial statements, the Company updates the estimates used to calculate individual landfill depletion rates at least annually, or more often if significant facts change. Landfill depletion rates are used in the computation of landfill depletion expense.

Auditing landfill depletion rates and related depletion expense is complex due to the highly judgmental nature of assumptions used in estimating the rates. Significant assumptions used in the calculation of the rates include: estimated future development costs associated with the construction and retirement of the landfill, estimated remaining permitted and expansion airspace, and airspace utilization factors.

How We Addressed the Matter in Our Audit

We obtained an understanding, evaluated the design, and tested the operating effectiveness of the Company's controls over determining landfill depletion rates and calculating depletion expense. Our audit procedures included, among others, testing controls over: the Company's process for evaluating and updating the significant assumptions used in the development of the landfill depletion rates, management's review of those significant assumptions, and the mathematical accuracy of the calculation and recording of depletion expense.

To test the landfill asset depletion rates, our audit procedures included, among others, assessing methodologies used by the Company and testing the significant assumptions discussed above, inclusive of the underlying data used by the Company in its development of these assumptions. We compared the significant assumptions used by management to historical trends and, when available, to comparable size landfills accepting a similar type of waste. Regarding expansion airspace, we evaluated the Company's criteria for inclusion in remaining airspace. In addition, we considered the professional qualifications and objectivity of management's internal engineers responsible for developing the assumptions. We involved EY engineering specialists to assist with the evaluation of the Company's landfill future development cost and airspace assumptions. We also tested the completeness and accuracy of the historical data utilized in the development of the landfill depletion rates.

Landfill – Final Capping, Closure and Post-Closure Costs**Description of the Matter**

At December 31, 2024, the carrying value of the Company's landfill asset retirement obligations related to final capping, closure and post-closure costs totaled \$3.1 billion. As discussed in Note 2 of the financial statements, the Company updates the estimates used to measure the asset retirement obligations annually, or more often if significant facts change.

Auditing the landfill asset retirement obligation is complex due to the highly judgmental nature of the assumptions used in the measurement process. Significant assumptions include: estimated future costs associated with the capping, closure and post closure activities at each specific landfill, airspace consumed to date in relation to total estimated permitted and expansion airspace and the projected remaining landfill life.

How We Addressed the Matter in Our Audit

We obtained an understanding, evaluated the design, and tested the operating effectiveness of the Company's controls over the calculation of landfill asset retirement obligations. Our audit procedures included, among others, testing the Company's controls over the landfill asset retirement obligation estimation process and management's review of the significant assumptions used in the estimation of the liability, including the amount and timing of retirement costs.

To test the landfill asset retirement obligation valuation, we performed audit procedures that included, among others, assessing methodologies used by the Company, testing the completeness of activities included in the estimate (e.g., gas monitoring and extraction), and testing the significant assumptions discussed above, inclusive of the underlying data used by the Company in its development of these assumptions. We compared the significant assumptions used by management to historical trends and, when available, to comparable size landfills accepting the same type of waste. In addition, we considered the professional qualifications and objectivity of management's internal engineers responsible for developing the assumptions. We involved EY engineering specialists to assist us with these procedures. Specifically, we utilized the EY engineering specialists to evaluate the reasons for significant changes in assumptions from the historical trend, and to determine whether the change from the historical trend was appropriate and identified timely. We also tested the completeness and accuracy of the historical data utilized in preparing the estimate.

Acquisition of Stericycle, Inc. – Valuation of Customer Relationships**Description of the Matter**

As described in Note 17 to the consolidated financial statements, during the year ended December 31, 2024, the Company completed the acquisition of Stericycle, Inc. ("Stericycle") for purchase consideration of approximately \$6.9 billion, of which \$2.3 billion was allocated to customer relationships. The transaction was accounted for as a business combination.

Auditing the Company's accounting for its acquisition of Stericycle was complex due to the significant estimation uncertainty in determining the fair value of certain customer relationships included within Other intangible assets. The Company valued the customer relationships using an income approach; specifically, the multi-period excess earnings model. The significant estimation uncertainty was primarily due to the sensitivity of the fair value to underlying assumptions, including projected revenue, attrition rate, EBITDA margin, and discount rate. These significant assumptions are forward-looking and could be affected by future economic and market conditions.

*How We Addressed
the Matter in Our
Audit*

We obtained an understanding, evaluated the design, and tested the operating effectiveness of the Company's controls over the purchase price allocation process. We tested management's review controls over the significant assumptions described above along with the completeness and accuracy of the data used in the fair value estimates.

To test the estimated fair value of the customer relationships, our audit procedures included, among others, evaluating the Company's selection of the valuation methodology, evaluating the significant assumptions described above used to develop the prospective financial information and testing the completeness and accuracy of the underlying data supporting the significant assumptions. We involved our valuation specialists to assist with evaluating the methodology and significant assumptions used by the management to determine the fair value estimates. We compared the significant assumptions to current industry, market and economic trends, the assumptions used by the Company to value similar assets in other acquisitions, as well as historical results of the Company's business and other guideline companies within the same industry. We also performed a sensitivity analysis of the significant assumptions to evaluate the change in the estimated fair value of the customer relationships resulting from changes in the assumptions.

/s/ ERNST & YOUNG LLP

We have served as the Company's auditor since 2002.

Houston, Texas
February 19, 2025

WASTE MANAGEMENT, INC.**CONSOLIDATED BALANCE SHEETS**
(In Millions, Except Share and Par Value Amounts)

	December 31,	
	2024	2023
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 414	\$ 458
Accounts receivable, net of allowance for doubtful accounts of \$165 and \$30, respectively	3,272	2,633
Other receivables, net of allowance for doubtful accounts of \$4 and \$4, respectively	415	237
Parts and supplies	206	173
Other current assets	467	303
Total current assets	4,774	3,804
Property and equipment, net of accumulated depreciation and depletion of \$23,777 and \$22,826, respectively	19,340	16,968
Goodwill	13,438	9,254
Other intangible assets, net	4,188	759
Restricted funds	413	422
Investments in unconsolidated entities	846	606
Other long-term assets	1,568	1,010
Total assets	<u>\$ 44,567</u>	<u>\$ 32,823</u>
LIABILITIES AND EQUITY		
Current liabilities:		
Accounts payable	\$ 2,046	\$ 1,709
Accrued liabilities	2,180	1,605
Deferred revenues	673	578
Current portion of long-term debt	1,359	334
Total current liabilities	6,258	4,226
Long-term debt, less current portion	22,541	15,895
Deferred income taxes	2,815	1,826
Landfill and environmental remediation liabilities	3,048	2,888
Other long-term liabilities	1,651	1,092
Total liabilities	36,313	25,927
Commitments and contingencies (Note 10)		
Equity:		
Waste Management, Inc. stockholders' equity:		
Common stock, \$0.01 par value; 1,500,000,000 shares authorized; 630,282,461 shares issued	6	6
Additional paid-in capital	5,496	5,351
Retained earnings	15,858	14,334
Accumulated other comprehensive income (loss)	(115)	(37)
Treasury stock at cost 228,788,284 and 228,827,218 shares, respectively	(12,993)	(12,751)
Total Waste Management, Inc. stockholders' equity	8,252	6,903
Noncontrolling interests	2	(7)
Total equity	8,254	6,896
Total liabilities and equity	<u>\$ 44,567</u>	<u>\$ 32,823</u>

See Notes to Consolidated Financial Statements.

WASTE MANAGEMENT, INC.**CONSOLIDATED STATEMENTS OF OPERATIONS**
(In Millions, Except per Share Amounts)

	Year Ended December 31,		
	2024	2023	2022
Operating revenues	\$ 22,063	\$ 20,426	\$ 19,698
Costs and expenses:			
Operating	13,383	12,606	12,294
Selling, general and administrative	2,264	1,926	1,938
Depreciation, depletion and amortization	2,267	2,071	2,038
Restructuring	4	5	1
(Gain) loss from divestitures, asset impairments and unusual items, net	82	243	62
	18,000	16,851	16,333
Income from operations	4,063	3,575	3,365
Other income (expense):			
Interest expense, net	(598)	(500)	(378)
Loss on early extinguishment of debt, net	(7)		
Equity in net income (losses) of unconsolidated entities	4	(60)	(67)
Other, net	(4)	6	(2)
	(605)	(554)	(447)
Income before income taxes	3,458	3,021	2,918
Income tax expense	713	745	678
Consolidated net income	2,745	2,276	2,240
Less: Net income (loss) attributable to noncontrolling interests	(1)	(28)	2
Net income attributable to Waste Management, Inc.	\$ 2,746	\$ 2,304	\$ 2,238
Basic earnings per common share	\$ 6.84	\$ 5.69	\$ 5.42
Diluted earnings per common share	\$ 6.81	\$ 5.66	\$ 5.39

CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(In Millions)

	Year Ended December 31,		
	2024	2023	2022
Consolidated net income	\$ 2,745	\$ 2,276	\$ 2,240
Other comprehensive income (loss), net of tax:			
Derivative instruments, net	27	14	3
Available-for-sale securities, net	7	(11)	(24)
Foreign currency translation adjustments	(111)	26	(65)
Post-retirement benefit obligations, net	(1)	3	
Other comprehensive income (loss), net of tax	(78)	32	(86)
Comprehensive income	2,667	2,308	2,154
Less: Comprehensive income (loss) attributable to noncontrolling interests	(1)	(28)	2
Comprehensive income attributable to Waste Management, Inc.	\$ 2,668	\$ 2,336	\$ 2,152

See Notes to Consolidated Financial Statements.

WASTE MANAGEMENT, INC.**CONSOLIDATED STATEMENTS OF CASH FLOWS**
(In Millions)

	Year Ended December 31,		
	2024	2023	2022
Cash flows from operating activities:			
Consolidated net income	\$ 2,745	\$ 2,276	\$ 2,240
Adjustments to reconcile consolidated net income to net cash provided by operating activities:			
Depreciation, depletion and amortization	2,267	2,071	2,038
Deferred income tax expense (benefit)	124	83	49
Interest accretion on landfill and environmental remediation liabilities	133	130	112
Provision for bad debts	51	56	50
Equity-based compensation expense	118	93	84
Net gain on disposal of assets	(102)	(42)	(21)
Goodwill impairment	—	168	—
(Gain) loss from divestitures, asset impairments (other than goodwill) and other, net	82	75	62
Equity in net (income) losses of unconsolidated entities, net of dividends	(4)	60	67
Loss on early extinguishment of debt, net	7	—	—
Change in operating assets and liabilities, net of effects of acquisitions and divestitures:			
Receivables	(313)	(161)	(329)
Other current assets	33	(2)	(35)
Other assets	181	61	42
Accounts payable and accrued liabilities	281	90	393
Deferred revenues and other liabilities	(213)	(239)	(216)
Net cash provided by operating activities	5,390	4,719	4,536
Cash flows from investing activities:			
Acquisitions of businesses, net of cash acquired	(7,488)	(170)	(377)
Capital expenditures	(3,231)	(2,895)	(2,587)
Proceeds from divestitures of businesses and other assets, net of cash divested	158	78	27
Other, net	(40)	(104)	(126)
Net cash used in investing activities	(10,601)	(3,091)	(3,063)
Cash flows from financing activities:			
New borrowings	24,578	21,306	8,688
Debt repayments	(17,870)	(20,394)	(7,328)
Common stock repurchase program	(262)	(1,302)	(1,500)
Cash dividends	(1,210)	(1,136)	(1,077)
Exercise of common stock options	53	44	44
Tax payments associated with equity-based compensation transactions	(52)	(31)	(39)
Other, net	(82)	(11)	(4)
Net cash provided by (used in) financing activities	5,155	(1,524)	(1,216)
Effect of exchange rate changes on cash, cash equivalents and restricted cash and cash equivalents	(9)	3	(6)
Increase (decrease) in cash, cash equivalents and restricted cash and cash equivalents	(65)	107	251
Cash, cash equivalents and restricted cash and cash equivalents at beginning of period	552	445	194
Cash, cash equivalents and restricted cash and cash equivalents at end of period	<u>\$ 487</u>	<u>\$ 552</u>	<u>\$ 445</u>
Reconciliation of cash, cash equivalents and restricted cash and cash equivalents at end of period:			
Cash and cash equivalents	\$ 414	\$ 458	\$ 351
Restricted cash and cash equivalents included in other current assets	8	10	25
Restricted cash and cash equivalents included in restricted funds	65	84	69
Cash, cash equivalents and restricted cash and cash equivalents at end of period	<u>\$ 487</u>	<u>\$ 552</u>	<u>\$ 445</u>

See Notes to Consolidated Financial Statements.

WASTE MANAGEMENT, INC.

CONSOLIDATED STATEMENTS OF CHANGES IN EQUITY
(In Millions, Except Shares in Thousands)

	Waste Management, Inc. Stockholders' Equity								
	Total	Common Stock		Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive (Loss) Income	Treasury Stock		Noncontrolling Interests
		Shares	Amounts				Shares	Amounts	
Balance, December 31, 2021	\$ 7,125	630,282	\$ 6	\$ 5,169	\$ 12,004	\$ 17	(214,159)	\$ (10,072)	\$ 2
Consolidated net income	2,240	.....	.....	.....	2,238	.....	.....	.....	2
Other comprehensive income (loss), net of tax	(86)	.....	.....	.....	.....	(86)	.....	.....	.....
Cash dividends declared of \$2.60 per common share	(1,077)	.....	.....	.....	(1,077)	.....	.....	.....	.....
Equity-based compensation transactions, net	150	.....	.....	75	2	.....	1,555	73	.....
Common stock repurchase program	(1,500)	.....	.....	70	.....	.....	(9,796)	(1,570)	.....
Acquisitions and other, net	11	.....	.....	.....	.....	.....	4	.....	11
Balance, December 31, 2022	\$ 6,864	630,282	\$ 6	\$ 5,314	\$ 13,167	\$ (69)	(222,396)	\$ (11,569)	\$ 15
Consolidated net income	2,276	.....	.....	.....	2,304	.....	.....	.....	(28)
Other comprehensive income (loss), net of tax	32	.....	.....	.....	.....	32	.....	.....	.....
Cash dividends declared of \$2.80 per common share	(1,136)	.....	.....	.....	(1,136)	.....	.....	.....	.....
Equity-based compensation transactions, net	169	.....	.....	97	(1)	.....	1,406	73	.....
Common stock repurchase program	(1,315)	.....	.....	(60)	.....	.....	(7,840)	(1,255)	.....
Other, net	6	.....	.....	.....	.....	.....	3	.....	6
Balance, December 31, 2023	\$ 6,895	630,282	\$ 6	\$ 5,351	\$ 14,334	\$ (37)	(228,827)	\$ (12,751)	\$ (7)
Adoption of new accounting standard	(12)	.....	.....	.....	(12)	.....	.....	.....	.....
Consolidated net income	2,745	.....	.....	.....	2,746	.....	.....	.....	(1)
Other comprehensive income (loss), net of tax	(78)	.....	.....	.....	.....	(78)	.....	.....	.....
Cash dividends declared of \$3.00 per common share	(1,210)	.....	.....	.....	(1,210)	.....	.....	.....	.....
Equity-based compensation transactions, net	187	.....	.....	104	.....	.....	1,530	83	.....
Common stock repurchase program	(265)	.....	.....	60	.....	.....	(1,494)	(325)	.....
Other, net	(9)	.....	.....	(19)	.....	.....	3	.....	10
Balance, December 31, 2024	\$ 8,254	630,282	\$ 6	\$ 5,496	\$ 15,858	\$ (115)	(228,788)	\$ (12,993)	\$ 2

See Notes to Consolidated Financial Statements.

WM's Sustainability Report

WM has played an integral role in our communities for decades, enabling sustainability progress for businesses and cities. With hundreds of facilities across North America, we provide a range of environmental solutions to municipal, residential, and corporate customers of all sizes — from mom-and-pop shops to some of the largest brands in the world — and operate our business with the highest standards. Our breadth, scale and expertise uniquely position WM to provide unparalleled service and insight to our customers. As communities such as yourselves seek to advance their own sustainability journey, having access to experts in environmental and sustainability services is critical to their progress. In the attached sustainability report, you can read how we are working with a broad range of customers to activate solutions today, including film recycling for their plastic bags, measuring value chain greenhouse gas (GHG) emissions and impacts and unlocking the value of organics to improve community biogas renewable energy production. WM's success is linked to our team of ~61,700 employees.

We have industry-leading, robust sustainability goals related to our people that will continue to drive the business forward. We design our workplace, benefits, and development programs to support employee safety, inclusion, wellness, and growth. In the Our People section, you will read about how we invested in making our operations safer for workers using state-of-the-art automation technology, led targeted training and development programs to build skills and competencies and supported diversity in our workforce by cultivating an environment that is welcoming and supportive to all people.



To view WM's 2025 Sustainability Report, scan the above QR code or visit sustainability.wm.com.



Material is
REPURPOSED



Energy is
RENEWABLE



Communities are
THRIVING

With sustainability at the center of everything we do, we feel prepared for today and the future. After reading the progress and achievements detailed in our 2025 Sustainability Report, we believe you will feel the same.

WM's Sustainability Report now houses detailed information and data related to our Environmental, Social and Governance (ESG) performance. Our ESG Resource Hub can be viewed at sustainability.wm.com/esg-hub.

WM's financial strength helps us to continually innovate and invest in sustainable technologies for all the customers we serve, including the Town of Reading, and we are committed to maintaining that strength.



Additional Relevant Documents

IRS Form W-9

Form W-9 (Rev. March 2024) Department of the Treasury Internal Revenue Service		Request for Taxpayer Identification Number and Certification <small>Go to www.irs.gov/FormW9 for instructions and the latest information.</small>		Give form to the requester. Do not send to the IRS.
Before you begin. For guidance related to the purpose of Form W-9, see <i>Purpose of Form</i> , below.				
1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)				
Waste Management of Massachusetts, Inc.				
2 Business name/disregarded entity name, if different from above.				
3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.				
<input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate				
<input type="checkbox"/> LLC: Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____				
<small>Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.</small>				
<input type="checkbox"/> Other (see instructions) _____				
3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. <input type="checkbox"/>				
<small>(Applies to accounts maintained outside the United States.)</small>				
4 Exemptions (codes apply only to certain entities; not individuals; see instructions on page 8):				
Exempt payee code (if any) 5				
Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____				
5 Address (number, street, and apt. or suite no.). See instructions.				
800 Capitol Street, Suite 3000				
6 City, state, and ZIP code				
Houston, TX 77002				
7 List account number(s) here (optional)				
Remit to: WM CORPORATE SERVICES, INC., AS PAYMENT AGENT, PO BOX 13648, PHILADELPHIA, PA 19101-3648				
Part I Taxpayer Identification Number (TIN)				
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.				
Note: If the account is in more than one name, see the instructions for line 1. See also <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.				
Part II Certification				
Under penalties of perjury, I certify that:				
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and				
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and				
3. I am a U.S. citizen or other U.S. person (defined below); and				
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.				
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.				
Sign Here	Signature of U.S. person	<i>Richard Spears</i>	Date	2/24/2025
General Instructions				
Section references are to the Internal Revenue Code unless otherwise noted.				
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 .				
What's New				
Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.				
Purpose of Form				
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they				
New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3 (Form 1065). See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).				

Cat. No. 10231X Form W-9 (Rev. 3-2024)



Certificate of Good Standing



William Francis Galvin
Secretary of the
Commonwealth

The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

Date: November 14, 2024

To Whom It May Concern :

I hereby certify that according to the records of this office,

WASTE MANAGEMENT OF MASSACHUSETTS, INC.

is a domestic corporation organized on **January 14, 1974** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Certificate Number: 24110250230


Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by: mas



Evidence of Insurance

WM secures gold-standard insurance coverage to protect our customers. Reading can rest easy with WM as your service provider knowing that you are always protected by best-in-class insurance. A copy of our certificate of insurance is included here for your review.

ACORD®		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)		
		1/1/2026		12/10/2024		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER		LOCKTON COMPANIES, LLC 3657 BRIARPARK DRIVE, SUITE 700 HOUSTON TX 77042 866-260-3538		CONTACT NAME: PHONE (A/C, H/L, E/R): FAX (A/C, H/L): E-MAIL: ADDRESS:		
INSURED		WASTE MANAGEMENT HOLDINGS, INC. & ALL AFFILIATED RELATED & SUBSIDIARY COMPANIES INCLUDING: WASTE MANAGEMENT, INC. 800 CAPITOL STREET, SUITE 3000 HOUSTON TX 77002		INSURER(S) AFFORDING COVERAGE		
1300299				INSURER A: Indemnity Insurance Co of North America 43575 INSURER B: ACE American Insurance Company 22667 INSURER C: ACE Fire Underwriters Insurance Company 20702 INSURER D: ACE Property and Casualty Insurance Company 20699 INSURER E: INSURER F:		
COVERAGES CERTIFICATE NUMBER: 19287819 REVISION NUMBER: XXXXXXXX						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADOL SUBC RIDD, H/RD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU INCLUDED <input checked="" type="checkbox"/> ISO FORM CG00010413 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	LIID G48900793	1/1/2025 1/1/2026	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 6,000,000 PRODUCTS - COM/PROP AGG \$ 6,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRE AUTOS ONLY <input checked="" type="checkbox"/> MCS-90 <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	MMT H1082235A	1/1/2025 1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	Y	Y	XEU 27929242 010	1/1/2025 1/1/2026	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 OTHER \$ XXXXXXXX
A B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/ OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	Y	WLR C72623668 (AOS) WLR C72623630 (AZ, CA & MA) SCF C7262870A (WI)	1/1/2025 1/1/2026 1/1/2025 1/1/2026 1/1/2025 1/1/2026	<input checked="" type="checkbox"/> PER <input type="checkbox"/> STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE - EA EMPLOYEE \$ 3,000,000 E.L. DISEASE - POLICY LIMIT \$ 3,000,000
B	EXCESS AUTO LIABILITY	Y	Y	XSA H10822289	1/1/2025 1/1/2026	COMBINED SINGLE LIMIT \$9,000,000 (EACH ACCIDENT)
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) BLANKET WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF CERTIFICATE HOLDER ON ALL POLICIES WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT WHERE PERMISSIBLE BY LAW. CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES (EXCEPT FOR WORKERS' COMP/EMPLOYER'S LIABILITY) WHERE AND TO THE EXTENT REQUIRED BY WRITTEN CONTRACT.						
CERTIFICATE HOLDER			CANCELLATION			
19287819 FOR INFORMATION PURPOSES ONLY			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
			AUTHORIZED REPRESENTATIVE 			

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ACORD 25 (2016/03)

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Certificate of Non-Collusion**CERTIFICATE OF NON-COLLUSION**

TOWN OF READING, Contract No. 25-21

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.



(Name of person signing bid or proposal)

Christine DeRosa, Senior Executive Account Manager

Waste Management of Massachusetts, Inc.

(Name of business)


60 | Page

Certificate of Tax Payment

CERTIFICATE OF TAX PAYMENT

TOWN OF READING, Contract No. 25-21

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.



(Name of person signing bid or proposal)

Christine DeRosa, Senior Executive Account Manager

Waste Management of Massachusetts, Inc.

(Name of business)

04-2535063

Social Security Number or Federal
Identification Number

61 | Page



Christine DeRosa Resumé

CHRISTINE A. DEROSA
derosa08@gmail.com
(781) 953-7686

CARRER SUMMARY

Experienced Sales & Operations manager helping companies grow, nurture and retain customer relationships with HR, analytics and logistics background. Oversaw and developed sales proposals, contracts and pricing as part of existing and new customer lead activity while simultaneously handling operations aspects like individual fleet routing, dispatching and shipping of product.

PROFESSIONAL EXPERIENCE:

Waste Management

Senior Account Executive Public Sector

June 2023 - Current

Senior Contract Manager Public Sector

November 2020 - June 2023

- Performed Contract reviews to identify growth opportunities, contract language improvements, identify contract risks and opportunities to drive continuous improvement and standardization.
- Executed PSSM to represent the data to both the sales and operation departments.
- Identifies problem spots when it comes to fulfilling compliance standards and revenue leak and help develop recommendations to improve procedures.
- Support the development and management of contract data management systems, managed audit controls of contracts.

Account Manager

April 2018 - November 2020

- Successfully maintained and nurtured customers relationships to gain loyalty, referrals, and repeat business.
- Effectively managed my client list while hitting target goals.
- Applied strong negotiation skills to secure book of business while increasing revenue by capturing new opportunities from existing customers.
- Worked closely with operations to address any customer service needs or requests.
- Proactively communicated with customers to ensure high quality and service expectations were met
- Improved my secure rate by 6.72%, while on target to hit my new business and loss business goal.
- Collected and analyzed data concerning consumer behavior to understand changing needs

Integrated Paper Recyclers, LLC

January 2006 – November 2017

Senior Manager of Sales and Operations

Sales Operations:

- Managed all internal and external sales.
- Increased IPR's customer base and volume by 50%.
- Handled all negotiating, requests for proposals and new/existing contracts.
- Principal point of contact between company and all customers, including company lead for maintaining customer relationships.
- Handled all contractual issues.
- Oversaw outreach programs and helped implement new recycling/solid waste programs.



- Company lead for the brokerage of all material generated at our facility.
- Participated in all client and vendor meetings, as well as conferences.
- Led and delivered sales calls and presentations.

Analytics:

- Compiled and prepared financial reports on a daily and monthly basis to meet budgeting needs.
- Managed and reviewed revenue forecast on a daily and weekly as required.
- Developed proposals, contracts, and pricing for targeted accounts and new customer leads.
- Actively updated account plans based on changing markets, customer conditions, and competitive strategy.
- Maintained control of sales goals to ensure reasonable sales volumes, growth and sell rate.
- Performed independent research to maximize revenue with accounts.

Logistics:

- Handled dispatch and routing of the fleet, commercial and residential
- Oversaw all scheduling for the shipping for the commodities generated from single stream plant.
- In charge of all state and federal regulations for vehicle fleet.

Human Resources:

- Assistant in employee relations including hiring, termination, salary, and performance reviews.
- Ensure that drivers and heavy machine operators comply with physicals, drug/alcohol test and other training and documentation required by Department of Transportation and OSHA
- Oversaw all insurance policies.
- Led payroll.

State Street Investments**Portfolio Manager***September 2001- January 2006*

- Working as a liaison between the client and the operations group directly. Overseeing the daily procedures of numerous mutual funds for server advisors and directing the portfolio administrators to ensure all transactions are complete.
- Analyze financial information detailing assets, income, and capital and prepare balance sheets, and other reports to balance/reconcile the projected position for the account managers and advisors.
- The primary contact to advisors and internal departments for all inquiries.

TECHNICAL SKILLS

- Expert in Word, Excel, PowerPoint, Microsoft Teams
- Proficient in Salesforce

CERTIFICATIONS & LICENSES

- Massachusetts Real Estate License

EDUCATION:**Stonehill College, Easton, MA***May 2001*

Bachelor of Science in Business Administration

Major: Business Management, Minor: Computer Information Systems

Stonehill Varsity Softball

CHRISTINE A. DEROSA

derosa08@gmail.com

(781) 953-7686



Surety for the Town of Reading**Bid Bond**

KNOW ALL MEN BY THESE PRESENTS that we,

WASTE MANAGEMENT OF MASSACHUSETTS, INC.

as Principal, hereinafter called the principal

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION

a corporation duly organized under the laws of the state of Missouri

as Surety, hereinafter called Surety, are held and firmly bound unto

the TOWN OF READING

as

Obligee, hereinafter called the Obligee, in the sum of Five Percent (5%) of the Total Proposed Price for One Year
~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ for the payment of which sum well and truly to be made, the
said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors, and
assigns, jointly and severally, by these presents.

WHEREAS, the Principal is herewith submitting a bid or proposal for
Trash and Recycling Collection Services Contract No. 25-25

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into
a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may
be specified in the bidding or Contract Documents with good and sufficient surety for the faithful
performance of such Contract and for the prompt payment of labor and material furnished in the
prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such
bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof
between the amount specified in said bid and such larger amount for which the Obligee may in good faith
contract with another party to perform the Work covered by said bid, then this obligation shall be null
and void, otherwise to remain in full force and effect.

Signed, sealed and executed this 31st day of July, 20 25.

WASTE MANAGEMENT OF MASSACHUSETTS, INC.

Principal



By: Julia R. Burnet
Julia R. Burnet, Attorney-in-Fact

SWISS RE CORPORATE SOLUTIONS
AMERICA INSURANCE CORPORATION

Surety



By: Elizabeth P. Cervini
Elizabeth P. Cervini, Attorney-In-Fact

Witness: Cindy Walsh
Cindy Walsh, Witness

Witness: Stephanie Andrews
Stephanie Andrews, Witness

POWER OF ATTORNEY

KNOWN ALL MEN BY THESE PRESENTS that Waste Management, Inc. and each of its direct and indirect majority owned subsidiaries (the "WM Entities"), have constituted and appointed and do hereby appoint Elizabeth P. Cervini, Melissa J. Hinde, David C. Rosenberg, Matthew J. Rosenberg, and Julia R. Burnet of Rosenberg and Parker, each its true and lawful Attorney-in-fact to execute under such designation in its name, to affix the corporate seal approved by the WM Entities for such purpose, and to deliver for and on its behalf as surety thereon or otherwise, bonds of any of the following classes, to wit:

1. Surety bonds to the United States of America or any agency thereof, and lease and miscellaneous surety bonds required or permitted under the laws, ordinances or regulations of any State, City, Town, Village, Board or any other body or organization, public or private.
2. Bonds on behalf of WM Entities in connection with bids, proposals or contracts.

The foregoing powers granted by the WM Entities shall be subject to and conditional upon the written direction of a duly appointed officer of the applicable WM Entity (or any designee of any such officer) to execute and deliver any such bonds.

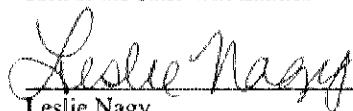
The signatures and attestations of such Attorneys-in-fact and the seal of the WM Entity may be affixed to any such bond, policy or to any certificate relating thereto by facsimile and any such bond, policy or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the applicable WM Entity when so affixed.

IN WITNESS WHEREOF, the WM Entities have caused these presents to be signed by the Vice President and Treasurer and its corporate seal to be hereto affixed. This power of attorney is in effect as of July 31, 2025.

Witness:



On behalf of Waste Management, Inc. and
each of the other WM Entities



Leslie Nagy
Vice President and Treasurer

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

HARRY C. ROSENBERG, DAVID C. ROSENBERG, MATTHEW J. ROSENBERG, JOHN E. ROSENBERG, JULIA R. BURNET, DENISE M. BRUNO, STEPHANIE S. HELMIG,

JONATHAN F. BLACK, ELIZABETH P. CERVINI, DAVID A. JOHNSON, MEUSSA J. HINDE, JAMES D. SCIULLO, HARRY G. ROSENBERG, DAVID A. HIGH,

JOHN M. WESCOTT, CHRISTINE M. HRUSOVSKY, JAMIE K. GEYER AND KYLE W. KOZIOL, JOINTLY OR SEVERALLY

its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY FIVE MILLION (125,000,000) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By David Satory
David Satory, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 5th day of NOVEMBER, 20 24

State of Illinois
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 5th day of NOVEMBER, 20 24, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Karen M. Arzvedo
Karen M. Arzvedo, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 31st day of July, 20 25

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC

Consent of Surety



Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
1200 Main Street, Suite 800
Kansas City, MO 64105

Date: July 31, 2025

To: The Town of Reading
16 Lowell St.
Reading MA 01867

Principal: Waste Management of Massachusetts, Inc.

Bid Date: July 31, 2025

Description: Trash and Recycling Collection Services Contract No. 25-25

Dear Sir/Madam:

We, Swiss Re Corporate Solutions America Insurance Corporation, hereby agree that in the event an award is made to Waste Management of Massachusetts, Inc. on the project as captioned and a mutually acceptable contract is signed, we will execute the necessary Performance and/or Payment Bonds that may be required

Sincerely,

Swiss Re Corporate Solutions America Insurance Corporation


Elizabeth P. Cervini, Attorney-in-Fact



SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

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HARRY C. ROSENBERG, DAVID C. ROSENBERG, MATTHEW J. ROSENBERG, JOHN E. ROSENBERG, JULIA R. BURNET, DENISE M. BRUNO, STEPHANIE S. HELMIG,

JONATHAN F. BLACK, ELIZABETH P. CERVINI, DAVID A. JOHNSON, MEUSSA J. HINDE, JAMES D. SCIULLO, HARRY G. ROSENBERG, DAVID A. HIGH,

JOHN M. WESCOTT, CHRISTINE M. HRUSOVSKY, JAMIE K. GEYER AND KYLE W. KOZIOL, JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY FIVE MILLION (125,000,000) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By David Satory
David Satory, Senior Vice President of SRCSAIC & Senior Vice President
of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC
& Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 5th day of NOVEMBER, 2024

State of Illinois
County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 5th day of NOVEMBER, 2024, before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Karen M. Arzvedo
Karen M. Arzvedo, Notary

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IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 31st day of July, 2025.

Jeffrey Goldberg
Jeffrey Goldberg, Senior Vice President &
Assistant Secretary of SRCSAIC and
SRCSPIC and WIC



Conclusion

A Seamless Implementation with a Trusted Partner

Waste Management of Massachusetts, Inc. (WM) is proud to serve as a truly local waste solutions provider. With over 50 years of proven experience delivering waste and recycling services in the New England area. We value the collaborative relationships we've built and are committed and exceptionally well qualified to establish same with the Town by implementing your requirements specified in Contract Number 25-25 for Trash and Recycling Collection Services and Addenda numbers 1 and 2.

WM is well-positioned to seamlessly begin services under the new contract on July 1, 2026, for the five (5) years of the contract. Our long-standing presence in the community, combined with a deep understanding of the Town of Reading's operations and expectations, enables us to offer a uniquely qualified, low-risk solution that ensures service continuity and regulatory compliance.

We often hear customers say they prefer to deal with a local vendor – and we want to assure you that we ARE your local vendor, and a local vendor to each and every one of our valued customers. Each entity within WM is locally owned, managed, and staffed, so as to best serve the needs of the towns, schools, and businesses that we serve. At WM of Boston North, we are poised to respond to your every collection and processing, or disposal need.

Doing business with WM gives the Town of Reading “the best of both worlds.”

Consider the advantages of having our local office, backed by a vast corporate structure that enables us to be the best local vendor we can be. WM's history, financial stability, investments in research, technology, equipment, and commodity outlets, enable our local office to focus on you. It also affords you not only the redundancy in workforce and equipment that may be required when least expected, but also the ability to locally deploy the products of those efforts.

When considering your environmental solutions partner, consider these advantages as well as the equipment and services we are proposing. We aim to be your local provider *and* your portal to our worldwide efforts.

This contract represents a meaningful partnership for both WM and Reading, and we are fully committed to supporting the Town's goals through reliable service delivery, sustainable solutions, and responsive customer support – all with laser focus on operational efficiency, creative innovation, and cost-effective solutions.

WM is dedicated to being the best solid waste solutions provider for Reading now and in the future.



**PROVEN.
TESTED.
TRUSTED.**



**ALWAYS WORKING FOR A
SUSTAINABLE TOMORROW®**





The Town of Reading

Trash and Recycling Collection Services

Contract Number 25-25 | July 31, 2025, 1:00 PM

PRICE PROPOSAL

SUBMITTED BY

Waste Management of Massachusetts, Inc.

CONTACT

Christine DeRosa

Senior Executive Account Manager

(617) 866-9230

cderosa1@wm.com



Waste Management of Massachusetts, Inc.
204 Merrimac St.
Woburn, MA 01801

July 31, 2025

Town of Reading
16 Lowell St.
Reading, MA 01867

Attn: Town Clerk's Office, Procurement

Waste Management of Massachusetts, Inc. (WM/WMMA), is pleased to present this proposal for Trash and Recycling Collection Services per Contract Number 25-25 for the Town of Reading (the Town). WM is committed to working with Reading and to focus on your top priority for excellent service. We value the opportunity to align with municipalities expressing a commitment to sustainability – especially where we can bring our experience in service excellence, driving automated collections and recycling (e.g., single-stream recycling) goals, as well as ample disposal service alternatives.

With many local references to attest to our capabilities, we are dedicated to introducing the Town to WM service excellence. We are proposing services that would establish the Town among the sustainability leaders within the Commonwealth. We aim to accomplish this by:

Maximizing efficiency and service excellence: With strategically located WM facilities so close to Reading, only WM has that advantage and can optimize collections and react quickly when needed.

Leading the way with sustainable infrastructure: As a result of our commitment to sustainable operations and environmental stewardship, fueled by our financial strength, we have recently invested over \$800 Million in expanding and upgrading our recycling facilities. As a result, the Town can be confident that you will benefit from maximizing the value of recyclables.

Serving the Town with cutting-edge technology: WM will bring our state-of-the-art Smart Truck Technology® to Reading. This combines video with GPS functionality to provide WM and the Town the capability of producing a photographic record of service while also linking contamination-identifying video technology with GPS and address data to reinforce behavior and continue to educate the Town about recycling behavior.

Mitigating transition effort risk: After more than 50 years of delivering services from our WM of Boston North District, Town officials and residents can be confident that on day one of the new contract that same team of dedicated professionals will arrive in Reading equipped with decades of knowledge to complete the service like clockwork.

WM is prepared to dedicate resources to the Town and will rely on our history of countless transitions to meticulously plan and execute a conversion from your current hauler. Each step will be documented, submitted for approval, and executed by trained WM professionals. The staff at WM of Boston North will collaborate to coordinate solutions for the Town of Reading.

Dedicating a Contract and Operations/Route Manager to Reading: WM will provide Reading with a Contract and Route Manager who will have direct contact with Reading personnel. Experienced Contract Manager, Christine DeRosa, and Jon Fosdick, Senior Operations/Route Manager, will be assigned to work with the Town of Reading bringing invaluable local experience.

We're WM. Always Working For A Sustainable Tomorrow®: As a leader in sustainability, we share the Town's goals of minimizing GHG emissions, as well as reducing climate impact; increasing circularity;

creating positive social impact; prioritizing safety; and promoting inclusion and diversity. We will address each of those goals in our proposal.

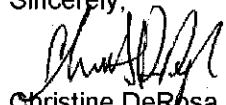
Please accept this as WM's formal statement of interest warranting that the requirements of this project as described in the RFP documents, enclosures, and all Addenda, have each been reviewed, and WM has conducted all necessary due diligence to confirm material facts upon which our response is based. We commit to the five (5) year contract targeted to begin on July 1, 2026 and expire on June 30, 2031, to accommodate the specified volumes and include the following services:

- Five (5-) day/week automated curbside collection, transportation, and processing/disposal of residential trash and recyclables as well as dumpster collection services for selected Town properties and designated residential condominium developments.
- Curbside collection of residential bulky items, whitegoods/ metal/large recyclable items as well as seasonal yard waste (including Christmas trees) and hauling to a disposal location within the Town of Reading.
- Specified compactor services, possible paper shredding, and rigid plastic collection events

We are prepared and poised to perform the services described and enter into an agreement with the Town of Reading upon contract award. We acknowledge that the top priority for the Town is excellent service and we are committed to delivering that. As specified, WM's costs and compensation shall remain firm and fixed for acceptance for 90 calendar days after the day of our proposal opening.

Thank you for considering our proposal. WM would most sincerely welcome a new relationship with Reading. We aim to unlock the vast potential of our sustainability driven investments, enhanced by local relationships, to deliver a unique and unparalleled experience which we believe will position the Town of Reading as a Commonwealth leader in diversion and sustainability achievement.

Sincerely,



Christine DeRosa, Senior Executive Account Manager
(617) 866-9230, cderosa1@wm.com

Certificate of Authority



CERTIFICATE OF AUTHORITY

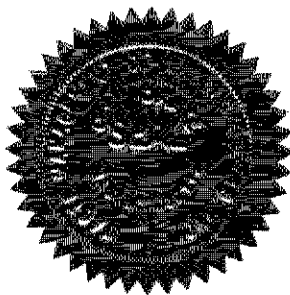
WASTE MANAGEMENT OF MASSACHUSETTS, INC.

I, Gail M. Lynch, Assistant Secretary of Waste Management of Massachusetts, Inc., a Massachusetts corporation (the "Corporation"), do hereby certify that the following resolution was adopted by the Board of Directors of the Corporation and that such resolution has not been amended, modified or rescinded and is in full force and effect as of the date hereof.

Resolved, that Christine DeRosa Pugh, Public Sector Representative, is hereby authorized, following compliance with appropriate corporate policies and procedures, to execute and deliver on behalf of the Corporation any and all documents required to be submitted by the Corporation in connection with the Town of Reading, Massachusetts – Trash and Recycling Collection Services (the "Town of Reading Bid") for the period beginning July 1, 2026 through June 30, 2031.

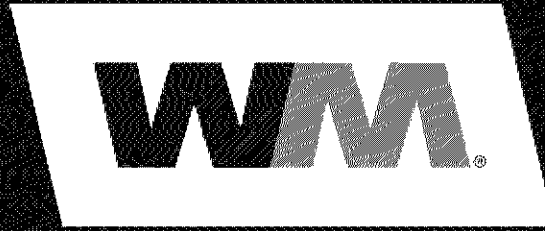
Dated this 29th day of July 2025

WASTE MANAGEMENT OF MASSACHUSETTS, INC.



A handwritten signature in black ink, appearing to read "Gail M. Lynch".

Gail M. Lynch, Assistant Secretary



Part 6 - Price Proposal Sheets

WM provides each customer exceptional service at an outstanding value. Our goal is to provide the most value to our customers through our assets, skilled employees that can focus on safety, unparalleled customer service, and innovative technology while providing consistent, quality service over the full life of the contract. When combined, these benefits allow the Town of Reading to rely on us for all waste management needs and save on your most valuable resource – time.

The Town of Reading Primary Services – Part 6 Price Proposal Sheets

Part 6 - Price Proposal Sheet

Primary Collection Services		Cost in Fiscal Year				
Item #	Units	FY27	FY28	FY29	FY30	FY31
1a	Annual Weekly Curbside Trash Collection Services, including curbside bulk collection (up to 1 burnable bulk item per week), all supplemental trash collection services, and hauling to the trash disposal facility, as specified within	LS	No Bid			
1b	Annual Weekly Curbside Trash Collection Services, with no bulk collection (residents pay vendor directly for collection/disposal - no quantity limit), all supplemental trash collection services, and hauling to the trash disposal facility, as specified within	LS	\$872,082	\$961,471	\$1,009,544	\$1,060,022
1c	Annual Weekly Curbside Recycling Collection Services, including curbside metal collection (up to 1 metal item per week), all supplemental recycling collection services, and hauling to the MRF, as specified within **	LS	No Bid			
1d	Annual Weekly Curbside Recycling Collection Services, with no metal collection (residents pay vendor for collection/disposal - no quantity limit), all supplemental services, and hauling to the MRF, as specified within **. This pricing option also removes the special curbside metal collection week referenced within.	LS	\$865,719	\$954,456	\$1,002,179	\$1,052,287
1e	Annual Bi-Weekly Curbside Recycling Collection Services, including curbside metal collection (up to 1 metal item per week), all supplemental recycling collection services, and hauling to the MRF, as specified within **	LS	No Bid			
1f	Annual Bi-Weekly Curbside Recycling Collection Services, with no metal collection (residents pay vendor for collection/disposal - no quantity limit), all supplemental services, and hauling to the MRF, as specified within **. This pricing option also removes the special curbside metal collection week referenced within.	LS	\$491,805	\$542,215	\$569,326	\$ 597,792
<p>** The vendor shall establish a baseline pricing structure for Average Commodity Revenue and Processing Fees effective to the award date of the contract in order to establish a flat rate (not to exceed) pricing structure for each successive year of the contract. If the Average Commodity Revenue is ever greater than the Processing Fee, the Town shall receive a value share credit on the monthly invoice equal to 80% of the difference between the Average Commodity Revenue and the Processing Fee.</p>						

Town of Reading Recycling Services and Pickup and Hauling Per Item Pricing

Part 6 - Price Proposal Sheet (continued)

Recycling Services		Cost in Fiscal Year				
Item #	Units	FY27	FY28	FY29	FY30	FY31
2a	per ton	\$78.92	\$85.17	\$91.73	\$98.62	\$105.86
2b	per ton	\$225.00	\$236.25	\$248.06	\$260.47	\$273.49
2c	per ton	\$112.38	\$118.00	\$123.90	\$130.09	\$136.60
2d	per ton	See Clarifications Section for Pricing Formula				
2e	per ton	Market Rate				
2f	per ton	\$156.00	\$163.80	\$171.99	\$180.59	\$189.62
<p>Recycling Services</p> <p>Single Stream Processing Fee ** - See Clarification Page for details</p> <p>Excess Contamination Fee</p> <p>Initial Residue Fee</p> <p>Source Separated Cardboard **</p> <p>Rigid Plastics **</p> <p>Construction & Demolition **</p>						
<p>Pickup and Hauling Per Item Pricing</p> <p>Burnable Bulky Item (no quantity limit) - charge to resident, if not included in the Town's annual contract price, which includes curbside collection and hauling services</p> <p>Small Metal Item (no quantity limit) - charge to resident, if not included in the Town's annual contract price, which includes curbside collection, hauling and disposal services</p> <p>Large Metal Item (no quantity limit) - charge to resident, if not included in the Town's annual contract price, which includes curbside collection, hauling and disposal services</p> <p>White Goods (resident arranges payment/pickup with vendor)</p> <p>CRT TVs and monitors (resident arranges payment/pickup with vendor)</p> <p>Sinks, Bathtubs, and Toilets (resident arranges payment/pickup with vendor)</p>						
3a	EA	\$35.00	\$36.75	\$38.59	\$40.52	\$42.54
3b	EA	\$35.00	\$36.75	\$38.59	\$40.52	\$42.54
3c	EA	\$35.00	\$36.75	\$38.59	\$40.52	\$42.54
3d	EA	\$45.00	\$47.25	\$49.61	\$52.09	\$54.70
3e	EA	\$60.00	\$63.00	\$66.15	\$69.46	\$72.93
3f	EA	\$35.00	\$36.75	\$38.59	\$40.52	\$42.54

Town of Reading Auxiliary Pickup Rates

Part 6 - Price Proposal Sheet (continued)

Auxiliary Pickup Rates		Cost in Fiscal Year						
Roll Off Services - MSW, Single Stream Recycling, Compactors, OCC, Rigid Plastics, and C&D								
Item #	Units	FY27	FY28	FY29	FY30	FY31		
4a	30cy MSW Dumpster	per haul	\$390	\$410	\$430	\$451	\$474	
4b	30cy Single-Stream Recycle Dumpster	per haul	\$305	\$320	\$336	\$353	\$371	
4c	35 cy MSW Compactor	per haul	\$450	\$473	\$496	\$521	\$547	
4d	30cy OCC Dumpster	per haul	\$305	\$320	\$336	\$353	\$371	
4e	30cy Rigid Plastic Dumpster	per haul	\$315	\$331	\$347	\$365	\$383	
4f	30cy C&D Dumpster	per haul	\$325	\$341	\$358	\$376	\$395	
Solid Waste Dumpsters / Town Barrels								
Item #	Units	FY27	FY28	FY29	FY30	FY31		
5a	2cy MSW Dumpster	per pickup	\$18.00	\$18.90	\$19.85	\$20.84	\$21.88	
5b	4cy MSW Dumpster	per pickup	\$36.00	\$37.80	\$39.69	\$41.67	\$43.76	
5c	6cy MSW Dumpster	per pickup	\$53.00	\$55.65	\$58.43	\$61.35	\$64.42	
5d	8cy MSW Dumpster	per pickup	\$71.00	\$74.55	\$78.28	\$82.19	\$86.30	
5e	10cy MSW Dumpster	per pickup	\$88.00	\$92.40	\$97.02	\$101.87	\$106.96	
5f	Additional Town trash barrel location, including pickup and hauling	per EA	\$3.00	\$3.15	\$3.31	\$3.47	\$3.65	
Auxiliary Pickup Rates								
Recycling Dumpsters								
Item #	Units	FY27	FY28	FY29	FY30	FY31		
6a	2cy Single-Stream Recycle Dumpster	per pickup	\$16.00	\$16.80	\$17.64	\$18.52	\$19.45	
6b	4cy Single-Stream Recycle Dumpster	per pickup	\$32.00	\$33.60	\$35.28	\$37.04	\$38.90	
6c	6cy Single-Stream Recycle Dumpster	per pickup	\$48.00	\$50.40	\$52.92	\$55.57	\$58.34	
6d	8cy Single-Stream Recycle Dumpster	per pickup	\$64.00	\$67.20	\$70.56	\$74.09	\$77.79	
6e	10cy Single-Stream Recycle Dumpster	per pickup	\$80.00	\$84.00	\$88.20	\$92.61	\$97.24	

Contract Number 25-25 - Trash and Recycling Collection Services

Part 6 - Price Proposal Sheet (continued)

Item #	Additional Services	Units	Cost in Fiscal Year				
			FY27	FY28	FY29	FY30	FY31
7a	Contamination Audit Upon Request	EA	\$1,500	\$1,575	\$1,654	\$1,736	\$1,823
7b	Third Party Composition Audit	EA	No Bid				
7c	Additional Week of Curbside Leaf or Christmas Tree Collection	EA	\$25,280	\$26,544	\$27,871	\$29,265	\$30,728
7d	Additional Week of Curbside Scrap Metal Collection	EA	No Bid				
7e	Additional Day (up to 8 hrs.) of Paper Shredding Truck	EA	\$1,800	\$1,890	\$1,985	\$2,084	\$2,188
7f	Per diem truck rate - MSW special curbside collection	EA	\$220/ hour	\$231/ hour	\$ 243/ hour	\$255/ hour	\$267/ hour
7g	Per diem truck rate - Single-Stream Recycling special curbside collection	EA	\$220/ hour	\$231/ hour	\$ 243/ hour	\$255/ hour	\$267/ hour

Explanations, Clarifications and Exceptions

WM, the New England Area, those at WM's WM of Boston North Hauling District, and all the WM professionals who would provide services to the Town of Reading want to reiterate our commitment to you - that WM is prepared to meet the service expectations for your RFP. We aim to establish community ties and a business relationship by implementing this proposal. We offer the following exceptions and clarifications for your consideration and possible future negotiations.

1. WM's Proposal is contingent on the Parties entering into a mutually agreeable contract, including mutually agreeable indemnification to protect both parties, change in law protections, force majeure protections, and clearly defined terms.
2. WM's "base" collection price includes:
 - Cart delivery and repair services
 - One (1) four-hour shred event

WM's "base" collection price does NOT include:

- Yard Waste Collection
 - Dumpster Collection
 - Procurement of new carts and replacement carts and parts
 - Rigid plastic collection event
 - Disposal of curbside solid waste
3. All dumpster services shall be performed at the per pickup rates set forth in on the price sheet. Dumpster service shall be performed such that Town dumpsters and non-Town dumpsters will be collected on the same route. As a result, our proposed dumpster pricing also includes solid waste disposal and single stream recycling processing. **This means that the Town will see a REDUCTION in its disposal and processing costs of approximately \$69,806 each year of the contract.**
 4. Based on our experience servicing many other municipalities, we believe the schedule of dumpster service set forth in the RFP reflects a significant level of *overservice*. Should the Town wish to address this opportunity, it would enjoy **significant savings**. For example, if the Town opted to reduce locations serviced 5X week to 3X week; and replace the dumpsters at the DPW with a compactor, the Town could expect to **save over \$786,000**.
 5. All rolloff and compactor services shall be performed at the per haul rates set forth in on the price sheet.
 6. Town may elect to have Yard Waste and/or Christmas Trees collected at the weekly rate of \$25,280.
 7. Bulky Rigid Plastic events will be priced according to the number of rolloff hauls required in addition to the processing cost, which will be based on the per ton market rate at the time of the haul.
 8. WM's proposal is based on servicing up to 7,807 trash carts and 7,972 recycling carts. Any carts serviced in excess of the aforementioned amounts will be charged at the following rates: \$10.00

per month for weekly service and \$6.00 per month for every-other-week service. In the case of residents who request additional carts, WM can direct-bill the residents or charge the Town.

9. Clean Cardboard rebate will be based on the Pulp and Paper Weekly monthly index (PPW #11 OCC – High Side) minus the processing cost of \$ 40/ ton
10. If the Town opts to service the decorative barrels with its own staff, WM will reduce the collection price by \$34,000 in year one, which would result in a **total savings of over \$187,000** over the contract term.
11. WM's proposal includes a fuel adjustment based on the number of gallons of fuel used to service the contract. The baseline fuel price for diesel of \$3.92 per gallon will be compared to the average of the prior six-month period (either January-June or July-December), as determined by the US EIA New England PADD (1A) index, and the difference will be multiplied by the monthly baseline gallons of 3,212 and may result in a credit or charge. The fuel adjustment will be effective 7/1/2026 and will compare the baseline price to the average price from January 2027 to June 2027.
12. WM's processing fee includes the cost of one comprehensive contamination audit consisting of eleven samples to arrive at a statistically significant audit result, which also captures a broad geographic sampling of the Town.
13. Due to extended lead times associated with vehicle procurement, in the event the Town does not execute a contract with WM by October 1, 2025, WM may be required to rent trucks to service the Town, in which case, rental fees shall apply for each month rental trucks are required to service the Town.
14. All rates and charges set forth in this proposal are based on the prevailing wage rates listed on the rate sheet provided in the RFP. In the event the state issues wages in excess of these rates, WM shall charge the Town an additional \$196 per month, for every \$0.10 the applicable rates exceed those provided in the RFP.

Additionally, WM requires that our Contract must include the following language:

All services rates/fees provided under this Agreement are based on the Prevailing Wage Rates scheduled issued by the Massachusetts Department of Labor Standards ("DLS"), in effect as of the Effective Date of the Agreement, which is attached hereto as Exhibit XX ("PWR Schedule"). If the PWR Schedule attached as Exhibit XX does not expressly include rates that apply to the entire Term of this Agreement, the Town shall, in advance of the expiration of the period expressly covered by Exhibit XX request updates to the PWR Schedule from DLS. The Town shall provide any PWR schedule update it receives in response to a request to DLS, or from any other source to the Contractor within three (3) business days of Town's receipt. Should the prevailing wage rates increase beyond the prevailing wage rate set forth on the PWR schedule, Contractor shall be allowed to increase its charge to the Town by \$196 per year for every \$0.10 per over the prevailing rates included in PWR schedule.

To the extent the Town fails to request updates to the PWR Schedule from the DLS, or fails provide updates to the PWR schedule it receives to Contractor on a timely basis as described above, the Town shall be responsible to reimburse Contractor for any equitable/monetary relief owned to employees, including, but not limited to, differential wages; as well as fines, penalties, attorneys' fee and other damages that may assessed under the law, which arise from Towns failure to request and/or notify Contractor of changes in the PWR Schedule.

15. Collection services included in this proposal are based on the residents contacting WM to schedule a pickup and make payment for Bulk, White Good, Televisions, Monitors and Metal items.
16. The Town may elect to rent compactor equipment from WM for \$450 per month.
17. Per diem truck rate includes one rear-load truck with a driver + laborer team. Should the Town require only a driver WM can offer a reduced rate.
18. Effective July 1, 2027, and on each July 1st therefore, all rates shall increase by 5%.
19. The net recycling charge per ton is calculated each month by subtracting 80% of the total blended value from the MRF processing fee, which will result in either a charge or a credit to the Town. The blended commodity value is updated each month based on changes in recycling commodity index pricing. The processing fee increases annually on July 1st. By way of example, we have also attached our Blended Value table which illustrates the Net charge to the Town with our proposed Processing Fee of \$ 125/ton and July 2025 Recycling commodity prices.

Blended Value Formula				
		July 2025		
Commodity	Index *	Market Value/Ton	Composition %	Values
Cardboard, and brown papers	PPW OCC #11 HS NE	\$ 75.00	26.01%	\$ 19.51
Mixed Paper	PPI Mixed Paper #54	\$ 35.00	28.96%	\$ 10.14
Aluminum / beverage cans	SMP for Aluminum Cans (Loose, c/lb dropped off at RC)	\$ 1,300.00	1.42%	\$ 18.46
Steel/Tin	SMP for Steel Cans (sorted, densified \$/Ton delivered to RC)	\$ 40.00	3.04%	\$ 1.22
Plastic #1	SMP for PET (baled, c/lb, picked up)	\$ 330.00	5.08%	\$ 16.76
Plastic #2 Natural	SMP for Natural HDPE ((baled, c/lb, picked up)	\$ 1,500.00	0.96%	\$ 14.40
Plastic #2 Colored	SMP for Colored HDPE ((baled, c/lb, picked up)	\$ 100.00	1.46%	\$ 1.46
Plastic #5 PP Post Consumer	SMP for Plastics PP Post Consumer (baled, c/lb, picked up)	\$ 200.00	1.17%	\$ 2.34
Glass	Actual	\$ (72.67)	21.26%	\$ (15.45)
Non-Recyclables Costs	Fixed T & D (Subject to CPI)	\$ (112.38)	10.00%	\$ (11.24)
Total Blended Value			100.00%	\$ 57.60
80% Commodity Value Share				\$ 46.08
MRF Processing Fee				\$125.00
Net Charge per Ton				\$78.92

Please note this section is crossed out. A revised statement regarding the recycling processing from Waste Management is on the following page regarding their blended value formula.

WM is pleased to offer the Town of Reading a revised recycling processing formula based on the following:

- 1.) WM will use the results of the composition audit supplied by the Town in the RFP specifications as the basis for the initial Blended Value calculations.
- 2.) WM will adjust the Town supplied composition figures by 3% to account for the difference in precision between manual and machine sorting. This adjustment will appear as a 3% increase to non-recyclable costs and a corresponding decrease proportionately applied across all recyclable categories.
- 3.) Within the first year, WM will conduct two (2) composition audits. Upon the completion of the first audit, the results of the WM's audit and the Town supplied composition audit will be averaged together to formulate an updated composition %. The 3% Composition Adjustment described in Item 2 shall also apply. Within approximately six (6) months of WM's first audit, WM will conduct a second audit which will then be averaged together with WM's first audit to further revise the composition %. WM will conduct two (2) composition audits annually for the Composition Audit Fee of \$1.28 per ton. The Town may request a third composition audit for a fee of \$1,800; furthermore, WM reserves the right to conduct additional composition audits at its own expense. WM shall average the results of all composition audits performed in the preceding twelve (12) months to formulate the composition % used at any given time.
- 4.) Processing Fee, Composition Fee & Non-recyclable Costs shall increase by 5% annually.
- 5.) See below table for pricing illustration

BLENDED VALUE FORMULA				
		July 2025		
Commodity	Index *	Market Value/Ton	Composition Percentage Plus 3% Adj	Values
Cardboard, and brown papers	PPW OCC #11 HS NE	\$ 75.00	39.19%	\$ 29.39
Mixed Paper	PPI Mixed Paper #54	\$ 35.00	21.13%	\$ 7.40
Aluminum / beverage cans	SMP for Aluminum Cans (Loose, ¢/lb dropped off at RC)	\$ 1,300.00	2.38%	\$ 30.94
Steel/Tin	SMP for Steel Cans (sorted, densified \$/Ton delivered to RC)	\$ 40.00	2.38%	\$ 0.95
Plastic #1	SMP for PET (baled, ¢/lb. picked up)	\$ 330.00	7.86%	\$ 25.94
Plastic #2 Natural	SMP for Natural HDPE ((baled, ¢/lb. picked up)	\$ 1,500.00	1.27%	\$ 19.05
Plastic #2 Colored	SMP for Colored HDPE ((baled, ¢/lb. picked up)	\$ 100.00	1.24%	\$ 1.24
Glass	Actual	\$ (72.67)	8.26%	\$ (6.00)
Non-Recyclables Costs	Fixed T & D (Subject to CPI)	\$ (112.38)	16.29%	\$ (18.31)
Total Blended Value			100.00%	\$ 90.60
80% Commodity Value Share				\$ 72.48
MRF Processing Fee				\$ 122.50
Composition Audit Fee				\$ 1.28
Net Charge per Ton				\$ 51.30

The WM Difference: What Sets Us Apart

Our commitments to being a “People First” organization and achieving “Success with Integrity” mean striving for results in all that we do. We hold ourselves and others to higher standards of accountability, honesty, ethics, and compliance and we aim to bring our service excellence to the Town of Reading. Our people are committed to doing the right thing, the right way, every day. They place our core values of safety, customers, environment, and inclusion and diversity first in all they do.

We believe our employees are our greatest asset, and if we take care of them, they will take care of our customers, communities, shareholders, environment, and each other. These commitments and values are the foundation for the many differentiators that set us apart from our competitors:



An Unmatched Service Network: We serve nearly 20 million municipal, federal, commercial, industrial, and residential customers across North America through a network of 497 collection operations and 262 active solid waste landfill disposal sites.



Extensive Local Resources: In addition to tapping into an industry-leading network of resources across North America, WM offers management, operational, and reserve resources at the local level. A local office with local support/operations, including a single point of contact for your account, and a local fleet of trucks and equipment all add up to world-class service delivery for Reading from an unrivaled resource network.



Assets of \$44.6 billion: As the largest asset-based company in the industry with more trucks, landfills, and recycling facilities than any of our competitors, we are positioned to provide unsurpassed service at the most competitive rate to the Town of Reading. Our assets and strong financial metrics offer peace of mind and security for Reading.



Ethical Responsibility: At the core of everything we do is our firm commitment to adhere to ethical business standards and practices. We have been recognized annually as an Ethical Leader by many organizations, including Ethisphere Institute as a “World’s Most Ethical Company” in 2023 for the 14th year, as well as by the Better Business Bureau, Wildlife Habitat Council, and the Dow Jones Sustainability Indexes. These honors reflect our commitment to our employees who strive to take care of our customers, communities, shareholders, environment, and each other.



Environmental Stewardship: Environmental stewardship is the core of our business - our promise to customers, our competitive advantage, and our obligation to the locations in which we operate. In a business as highly regulated as ours, protecting the environment, maintaining compliance, and innovating to improve operations requires an unwavering focus, expertise, comprehensive systems, and internal checks and balances. We have a long track record of supporting high regulatory standards and striving to go beyond them.



Unparalleled Recycling Program: As North America’s leading post-consumer recycler and largest marketer of residential recyclables, WM has been leading change in the ever-growing and dynamic recycling industry for more than three decades. From the \$1 billion we have invested in recycling processing infrastructure to the 16 million tons in recyclables we managed in 2021 to the industry’s first recycling education program, Recycle Right®- WM is committed to making our world more sustainable.





World-Class Customer Service: At WM, our core principles guide everything we do. Providing world-class customer service is at the top of our list. For our customers, a positive customer service experience rarely goes unnoticed, and we believe those everyday interactions are our best opportunity to provide an exceptional experience for Reading. We have been nationally recognized for our commitment to unsurpassed customer service and combined with our tested processes and innovative new technologies, we bring Reading a level of service reliability and customer satisfaction that is truly unmatched. Our newly announced ANY WHERE, at ANY TIME, on ANY PLATFORM services are revolutionizing customer satisfaction.



State-of-the-Art Technology: We utilize state-of-the-art technology to maximize safety and customer experience and minimize environmental impacts. From mapping and re-routing vehicles in real time via our onboard computers, to using our DriveCam® cameras to capture community safety concerns, to the industry's largest fleet of trucks that runs on cleaner and quieter Compressed Natural Gas - our technology works for our customers. Our new Smart Trucks® provide real time service verification and photographic evidence of service delivery and any issues encountered.



Commitment to Near-Zero Emissions: Since the early 1990s, WM has prioritized equipment efficiency and innovation to reduce our vehicles' greenhouse gas (GHG) emissions, in part by converting our diesel trucks to run on cleaner natural gas. For every diesel truck we replace with natural gas we reduce our use of diesel fuel by an average of 8,000 gallons per year along with a reduction of 14 metric tons of GHG emissions per year - the equivalent of a 15% emissions reduction per truck. WM's fleet now includes 13,170 natural gas trucks, the largest heavy-duty natural gas truck fleet of its kind in North America.



Leading Training and Safety Programs: Once hired, our drivers undergo intensive immersion training at our state-of-the-art training centers. Over two weeks, drivers gain experience through classroom training and simulated driving courses that reflect real-life obstacles. At the end of training, each driver receives a comprehensive evaluation that confirms their understanding of and commitment to WM's culture of safety.



Proven Employee Hiring Practices: To provide the safest and most secure service for your Town, our employees undergo comprehensive background checks and drug testing. Prior to employment, all driver candidates must possess a valid Commercial Driver's License (CDL) for Class-C trucks and must pass a Department of Transportation (DOT) medical exam. Once employed, all drivers are subject to ongoing drug and alcohol screenings.



Commitment to a Diverse Workplace: At WM, we are committed to promoting and fostering a workplace where everyone is valued and respected. Only by fully embracing diversity and the well-being of our employees can we drive superior innovation and service for the customers we serve. Through recruitment and community outreach efforts, we support minority and women's organizations that strive to improve opportunities for professional development and advancement. We have been recognized for best-in-class business practices by the Human Rights Campaign Foundation, the Hispanic/Latino Professionals Association, DIVERSEability Magazine, and Women's Choice Award, among others.



Commitment to Hiring Veterans: WM has nearly 2,500 veterans working in a variety of roles - representing 6% of our workforce. From 2010 to 2020, we have been named a "Best for Vets" Employer by the Military Times and a Top Military Friendly® Employer by G.I. Jobs/military.com. We take great pride in hiring, training, promoting, and retaining veterans within our company.

Reading – WM aims to earn your business, and we thank you for considering our proposal! Any questions, please just let us know.



Service	Waste Management	Casella	Republic Services
Base trash curbside (includes 1 paper shedding event)	\$ 872,082.00	\$ 1,474,000.00	\$ 1,151,125.00
Base recycling curbside	\$ 491,805.00	\$ 788,000.00	\$ 645,155.00
Recycling Processing	\$ 126,969.96	\$ 236,412.00	\$ 114,988.50
Shredding events (2 additional)	\$ 3,600.00		\$ 14,667.00
Leaf Collections (6)	\$ 151,680.00		
Christmas tree collection (1)	\$ 25,280.00		
Dumpsters - trash	\$ 302,723.20		
Dumpsters - recycling	\$ 46,583.68		
Compactor Hauling - Summit Village	\$ 11,700.00		
Compactor Rental - Summit Village	\$ 5,400.00		
(2) rigid plastic events	\$ 1,260.00		\$ 1,476.00
(1) HHW day	\$ 305.00		\$ 289.00
Fuel surcharge	\$ 59,935.92	\$ 79,831.20	\$ 64,192.72
Excess contamination			
New residential collection	\$ 5,120.00		
WM - sub annual cost	\$ 2,104,444.76		
Less Estimated Re-World disposal costs	\$ 122,817.99		
Less Estimated Recycling Processing Costs (\$51.30/ton)	\$ 4,776.54		
Total	\$ 1,976,850.23	\$ 2,578,243.20	\$ 1,991,893.22
<i>Blended Value / Fee Per Ton</i>	<i>\$ 51.30</i>	<i>\$ 95.52</i>	<i>\$ 46.46</i>



Town of Reading

16 Lowell Street
Reading, MA 01867-2685

To: Reading Select Board
From: Matt Kraunelis, Town Manager
Date: September 16, 2025
RE: **RCTV Grant Agreement Extension**

Executive Summary

The Select Board voted in June to extend the grant agreement with RCTV to allow the town, via myself and Assistant Town Manager Jayne Wellman, with Select Board Member Melissa Murphy, to negotiate a successor agreement with RCTV board members and management. That three-month extension is set to expire on September 30, 2025. Tonight, we are asking the Board to approve another extension as the parties are negotiating in good faith and feel we are close to an agreement but need more time. We will highlight briefly changes to the contract currently under consideration as well as some changes the RCTV management team and Board have implemented in the last three months. At this time we are asking for an extension of at least 30 days to complete negotiations, ending October 30, 2025. If negotiations are not completed by that date, we will ask the Select Board for additional time. The contract extension is only allowed for six months maximum, through December 30, 2025.

Changes to the Agreement:

-Note- these are summary changes so that the board understands the issues being negotiated.

- PEG funds may not be expended on ancillary media operations outside the PEG mission. Any new non-PEG funded ventures will be discussed with the Town Manager.
- Annual review of RCTV will be scheduled between December and February and will include an annual audit (or review) and upcoming budget to be signed by the RCTV Board president and treasurer.
- RCTV will submit quarterly filings along with meeting minutes to the Town Manager.
- RCTV Board will maintain an up-to-date policies and procedures manual that will be shared with the TM upon request.
- Select Board liaison will be part of the RCTV Executive Director annual review process.
- Executive Director Annual goals criteria will have a goal regarding Town Manager and Select Board's opinion on service performance.
- Three additional meetings are added to the "non-core" list of meetings (and they are already regularly covered by RCTV).
- Access to meeting recordings is set for a minimum of 5 years.
- RCTV will have a dedicated primary point of contact for the Select Board, Town Manager, and School Department. Any changes will be made in writing.

- RCTV will plan to cover annual town events. If there are any they will not cover, advanced notice will be provided.
- RCTV will continue to provide an instructor at RMHS that covers media production and journalism for up to 5 classes per semester at RCTV's expense, for as long as funding allows.
- RCTV is also asking for capital funds when the Town negotiates with the cable providers, and the town considers providing space for RCTV offices and/or studios upon availability and request from RCTV.

RCTV Changes since June:

- Re-Configuration: Select Board Meeting room has been reconfigured to eliminate improper coverage including:
 - Safeguards now in place to prevent a re-occurrence.
 - RCTV microphone, although it wasn't being used, has been removed.
- Board of Directors leadership change: Kathi Crook has become RCTV Board of Director's president.
- Reading Post change: RCTV has dissolved its Reading Post relationship.
- Fundraisers: 1 scheduled in October, more are planned.
- Podcasts: Executive Director has been involved in workshops to be able to better offer this service.
- Sponsors: Sponsorship program planned to be initiated after new contract.
- Studio Space: availability has been identified, and pre-arrangements discussed, with numerous venues.
- Executive Director Review: An updated annual performance review criteria has been developed and shared with the Select Board Liaison.
 - A requirement for phone call and email to be responded to within 1 business day has been added.

From: [Kraunelis, Matthew](#)
To: [Baptiste, Madeleine](#)
Cc: [LaVerde, Jacquelyn](#)
Subject: FW: Questions about Friday's Football YouTube broadcast
Date: Tuesday, September 16, 2025 10:37:41 AM
Attachments: [image001.png](#)
[image002.png](#)

Please add the email chain below to the SB packet under the RCTV item. I am also sending a checklist to be added next.

Matt

From: Phil Rushworth <phil@rctv.org>
Sent: Monday, September 15, 2025 6:01 PM
To: Kraunelis, Matthew <mkraunelis@readingma.gov>
Cc: Angela Merrill <angela@rctv.org>; Wellman, Jayne <jwellman@readingma.gov>; Kathi Crook <kathi.crook@comcast.net>; bob beckman <bobbeckman37@mac.com>
Subject: Re: Questions about Friday's Football YouTube broadcast
Importance: High

CAUTION: This email originated from outside of the Town of Reading's email system. Do not click links or open attachments unless you recognize the sender's email address and know the content is safe.

Hello Matt,

On Friday, September 12, 2025, members of RCTV broadcast the Reading football game live on both our cable channels and streamed to YouTube ([link](#)). The game concluded before the scheduled 3-hour block on Castus (which schedules the channels). Approximately 45 minutes of "dead air" displaying only the scoreboard was captured. This was later edited out of the replay. This is standard practice for replays.

When the game concluded, the main camera and audio equipment were disconnected, resulting in no video from the game camera and no audio from any source sent to the channels or YouTube. There is a dedicated camera in the pressbox that RCTV uses for superimposing the score on the football broadcasts. Once the game concluded, the scoreboard camera continued to send video, see attached stills. The YouTube feed was stopped once I returned home by remote software.

The CPDC meeting in June was human error due to the Tricaster not being returned to the home screen, so it continued the live video, not the audio feed. The YouTube feed was stopped at end of the meeting on the Tricaster. The Tricaster was not used for the football game, which is why the stream could not be ended on site.

Moving forward, we will develop policies and a checklist for ending live broadcasts.

Phil

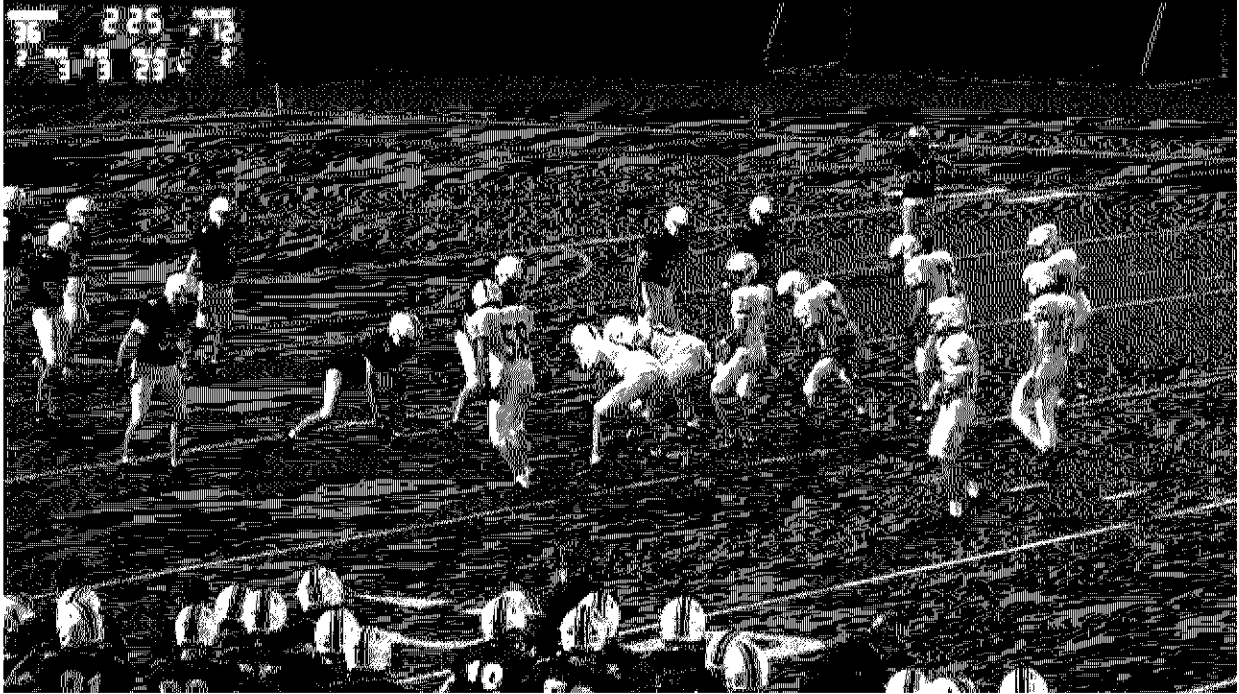
Philip Rushworth
Executive Director RCTV Studios
phil@rctv.org

P. 781.944.8888

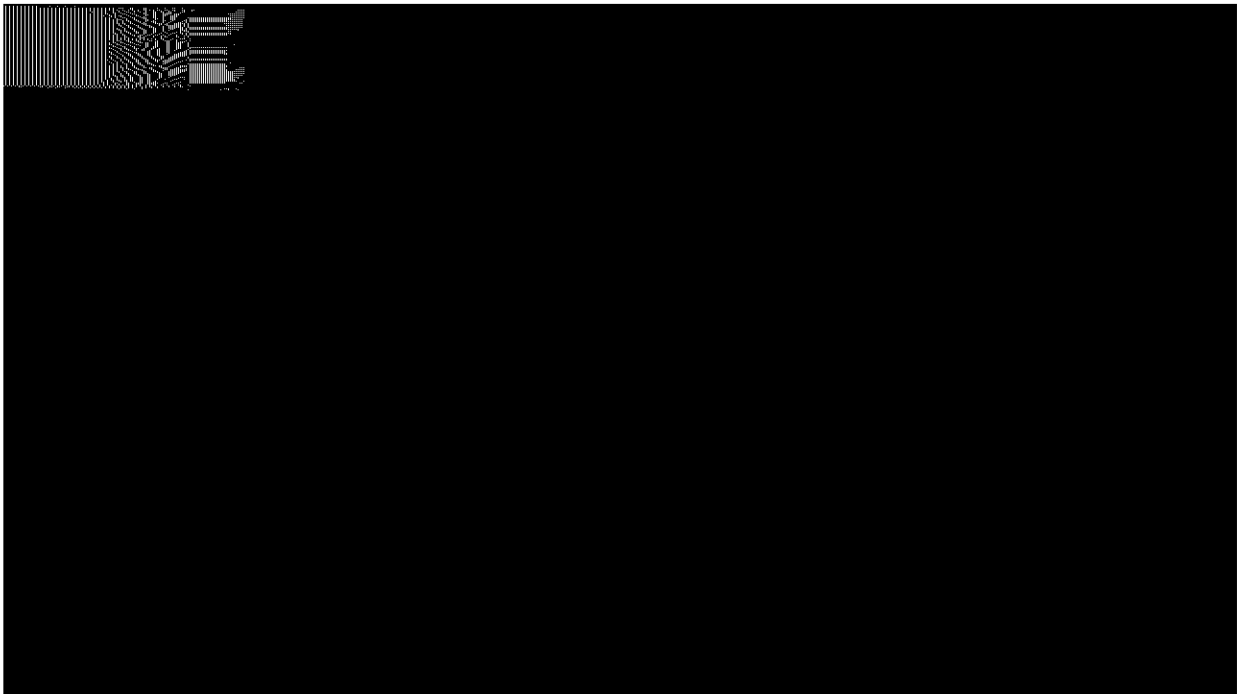
C. 781.439.4433

rctv.org | [@rctvstudios](https://twitter.com/rctvstudios)

Scoreboard during the game



Scoreboard after the game



On Sep 15, 2025, at 2:32 PM, Kraunelis, Matthew <mkraunelis@readingma.gov> wrote:

Phil and Angela,

Last Friday's Reading football game was broadcast on RCTV channels and on YouTube: https://www.youtube.com/live/Wq-q4XLY5AQ?si=iRJ6QerHfXJ_pLdj

When you go to the YouTube link for the game now, you will see the length is 1hr 55min. The problem is the game ended that night and RCTV continued to broadcast live with the scoreboard in the top left corner for 45 extra minutes. Now, instead of 45minutes of a scoreboard being recorded, RCTV has edited the video and removed that they were broadcasting after the game ended. This is problematic and I am being asked the questions below. Please prepare a report on the incident with the answers. I'd like to have this ASAP in case it is brought up at tomorrow's Select Board meeting during the extension item.

1. Why were there devices powered on and broadcasting to YouTube well after the game ended?
2. How did the live feed on YouTube get cutoff and ended? Someone either had to go back to the booth and cut it, or it was done remotely?
3. None of these issues existed on the cable tv feed, which is the opposite of the last breach with the June CPDC meeting.
4. How did CPDC meeting from June get ended. Same scenario, did someone go back to the room and cut it, or it was done remotely?

Thanks,

Matt

Matthew A. Kraunelis, Esq.
Town Manager
Town of Reading
16 Lowell Street
Reading, MA 01867
781-942-9043
mkraunelis@readingma.gov
www.readingma.gov

Disclaimer

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RCTV PROCEDURAL CHECKLIST

TOWN HALL

Pre-Meeting Steps

- ___ 1. Turn on lights
- ___ 2. Turn on Master
- ___ 3. Format Ronin Drive
- ___ 4. Open TriCaster Project
- ___ 5. Set Cameras
- ___ 6. Check TriCaster visibility
- ___ 7. Check Castus input/output status
- ___ 8. Double check meeting status on Castus

At Meeting Start

- ___ 1. Start TriCaster Stream
- ___ 2. Start YouTube Stream
- ___ 3. Unmute microphones at "Call to Order"
- ___ 4. Confirm YouTube and Castus outputs are correct

During Meeting

- ___ 1. Monitor stream status with spot checks
- ___ 2. Monitor for technical issues or dropouts
- ___ 3. Monitor audio and recording
- ___ 4. Mute microphones when necessary (i.e. recess)

Post-Meeting Steps

- ___ 1. Immediately mute all microphones
- ___ 2. Stop TriCaster stream
- ___ 3. Stop Ronin recording
- ___ 4. Stop YouTube stream
- ___ 5. Exit TriCaster to main menu
- ___ 6. Confirm meeting has ended across all platforms
- ___ 7. Verify meeting is off-air
- ___ 8. Confirm meeting was recorded successfully
- ___ 9. Take photos of properly shut down equipment and text to staff group
- ___ 10. Shut door and make sure it is locked

Power Supply to be checked for security

- ___ 1. Master Switch in off position
 - a. Acer Monitor
 - b. Ronin Recorder
 - c. Camera Power
 - d. On-Air Switch
- ___ 2. TriCaster displaying main menu

Legal Notice



Town of Reading

To the Inhabitants of the Town of Reading:

Please take notice that the Select Board of the Town of Reading will hold a public hearing on Tuesday, September 16, 2025 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 New License Application for an Annual All-Alcohol Restaurant License located at 1 General Way, Unit 90, Reading, MA for Champions Indoor Golf V Inc., d/b/a Champions Indoor Golf.

A copy of the proposed documents regarding this topic will be in the Select Board packet on the website at 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 September 16, 2025 to townmanager@readingma.gov.

By order of
Matthew A. Kraunelis
Town Manager



READING POLICE DEPARTMENT

15 Union Street • Reading, Massachusetts 01867

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

EXECUTIVE SUMMARY

New Liquor License – Champions Indoor Golf V Inc. d/b/a "Champions Indoor Golf"

September 4, 2025

Chief David J. 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 New Liquor License for "Champions Indoor Golf" which will be located at 128 Marketplace Shopping Center, Unit #90, One General Way.

Ownership Interests:

Andrew Gildea
Dean Hajedemos
Michael Rothera

LLC Manager:

Aaron Croce

Manager on Record:

Aaron Croce

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

Respectfully Submitted,

Lt./Det. Richard Abate
Criminal Division Commander

NEW LICENSE

To apply for an alcoholic beverages retail license, you will need the following:

- ✓ • **\$200 Fee** paid online through our online payment link: **ABCC PAYMENT WEBSITE**
- ✓ • **Monetary Transmittal Form**
- ✓ • **New Retail Application**
- ✓ • **Manager Application**
- ✓ • **Vote of the Entity**
- ✓ • **Business Structure Documents**
 - If Sole Proprietor, **Business Certificate**
 - If partnership, **Partnership Agreement**
 - ✓ • If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth
- ✓ • **CORI Authorization Form** Complete one for each individual with financial or beneficial interest in the entity that is applying AND one for the proposed manager of record. *This form must be notarized with a stamp or raised seal.*
- ✓ • **Proof of Citizenship** for the proposed Manager of Record.
- ✓ • **Supporting Financial Records** for all financing and or loans, including pledge documents, if applicable.
- ✓ • **Legal Right to Occupy**, a lease or deed.
- ✓ • **Floor Plan**
- **Abutter's Notification**
- **Advertisement**
- **Additional information**, if necessary, utilizing the formats provided and or any affidavits.
- ✓ • **Management Agreement**, if applicable, requires the following: **N/A**
 - Management Agreement Application
 - Management Agreement
 - Vote of the Entity
 - CORI Forms for all listed in Section 11 and attachments

Please Note: You may be requested to submit additional supporting documentation if necessary.

Your Information

Payment

Receipt

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.



Transaction Processed Successfully.

INVOICE #: [REDACTED]

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	Champions Indoor Golf V Inc	\$200.00
		\$200.00

Total Convenience Fee: \$5.18

Total Amount Paid: \$205.18

Date Paid: 8/20/2025 10:43:14 AM EDT

Payment On Behalf Of

License Number or Business Name:
Champions Indoor Golf V Inc

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
Matthew

Last Name:
Porter

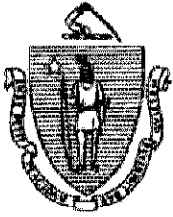
Address:
[REDACTED]

City:
[REDACTED]

State:
[REDACTED]

Zip Code:
[REDACTED]

Email Address:
[REDACTED]



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

2025 AUG 25 PM 1: 27

APPLICATION FOR A NEW 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 Champions Indoor Golf V Inc

ADDRESS 128 Marketplace Shopping Center, Unit #90, One General Way

CITY/TOWN Reading

STATE MA

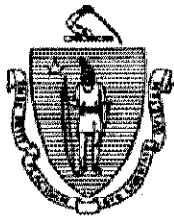
ZIP CODE 01867

For the following transactions (Check all that apply):

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



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

APPLICATION FOR A NEW LICENSE

Municipality

Reading

1. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES

On-Premises-12

TYPE

§12 General On-Premises

CATEGORY

All Alcoholic Beverages

CLASS

Annual

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.

This is an application by Champions Indoor Golf V Inc for a new Section 12 General On-Premises All Alcoholic Beverages License. The applicant, Champions Indoor Golf V Inc, is comprised of two shareholders, Andrew Gildea and Champions Indoor Golf, Inc. Aaron Croce is the proposed Manager of the License.

Is this license application pursuant to special legislation?



Yes



No

Chapter

Acts of

2. BUSINESS ENTITY INFORMATION

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

Entity Name

Champions Indoor Golf V Inc

FEIN

DBA

Champions Indoor Golf

Manager of Record

Aaron Croce

Street Address

128 Marketplace Shopping Center, Unit #90, One General Way, Reading, MA 01867

Phone

Email

Alternative Phone

N/A

Website

N/A

3. 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. You must also submit a floor plan.

The premises consists of one floor, 6,645 square feet, across four rooms. There are two entrances and two exits.

Total Square Footage:

6,645

Number of Entrances:

2

Seating Capacity:

60

Number of Floors

1

Number of Exits:

2

Occupancy Number:

60

4. APPLICATION CONTACT

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

Name:

Matthew S. Porter

Phone:

Title:

Attorney

Email:

APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

Entity Legal Structure	Corporation	Date of Incorporation	6/21/2025
State of Incorporation	Massachusetts	Is the Corporation publicly traded? <input type="radio"/> Yes <input checked="" type="radio"/> No	

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, 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
Andrew Gildea	[REDACTED]	[REDACTED]	[REDACTED]
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
President, Treasurer, Secretary, Director	70%	<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
Champions Indoor Golf	[REDACTED]	[REDACTED]	[REDACTED]
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
[REDACTED]	30%	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
[REDACTED]	[REDACTED]	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
[REDACTED]	[REDACTED]	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
[REDACTED]	[REDACTED]	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Additional pages attached? ☒ Yes ☐ No

CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☒ No

ADDENDUM A

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

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, LLP Partners, Trustees etc.).

Entity Name	Percentage of Ownership in Entity being Licensed (Write "NA" if this is the entity being licensed)			
Champions Indoor Golf Inc	30%			
Name of Principal	Residential Address	SSN	DOB	
Andrew Gildea				
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
President, Treasurer, Secretary	82.97%	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	
Name of Principal	Residential Address	SSN	DOB	
Dean Hajedemos				
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Shareholder	8.73%	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	
Name of Principal	Residential Address	SSN	DOB	
Michael Rothera				
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Shareholder	8.3%	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	
Name of Principal	Residential Address	SSN	DOB	
Edward J. Gildea				
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 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
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
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

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?
If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☒ No

APPLICATION FOR A NEW LICENSE

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
Andrew Gildea	Sec. 12 All Alcohol	Champions Indoor Golf Billerica Inc	
Andrew Gildea	Sec. 12 All Alcohol	Champions Indoor Golf, Inc	
Andrew Gildea	Sec. 12 All Alcohol	Champions Indoor Golf IV	

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	Municipality

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. 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

Lease

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

APPLICATION FOR A NEW LICENSE

8. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	N/A
B. Purchase Price for Business Assets	N/A
C. Other * (Please specify below)	\$300,000
D. Total Cost	\$300,000

*Other Cost(s): (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
Champions Indoor Golf Inc	\$20,000
Total	\$20,000

SOURCE OF FINANCING

Please provide signed financing documentation.

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

FINANCIAL INFORMATION

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

9. 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?

10. 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

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

11. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement?

☐ Yes ☒ No

If yes, please fill out section 11.

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.*

11A. MANAGEMENT ENTITY

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

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

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.

11B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES

LICENSE

Does any individual or entity identified in question 11A, 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

11C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 11A, 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

11D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 11A, 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

11E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Has any of the disclosed licenses listed in questions in section 11B, 11C, 11D 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

11F. TERMS OF AGREEMENT

a. Does the agreement provide for termination by the licensee?

Yes ☐ No ☐

b. Will the licensee retain control of the business finances?

Yes ☐ No ☐

c. Does the management entity handle the payroll for the business?

Yes ☐ No ☐

d. Management Term Begin Date

e. Management Term End Date

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

☐ \$ per month/year (indicate amount)

☐ % of alcohol sales (indicate percentage)

☐ % of overall sales (indicate percentage)

☐ other (please explain)

ABCC Licensee Officer/LLC Manager

Signature:

Title:

Date:

Management Agreement Entity Officer/LLC Manager

Signature:

Title:

Date:

APPLICANT'S STATEMENT

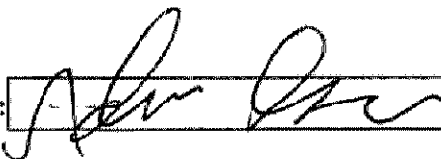
I, Andrew Gidea the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP manager
Authorized Signatory
of Champions Indoor Golf V Inc
Name of the Entity/Corporation

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

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

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

Signature:



Date:

8/18/25

Title:

President

ENTITY VOTE

The Board of Directors or LLC Managers of Champions Indoor Golf V Inc
Entity Name
duly voted to apply to the Licensing Authority of Reading and the
City/Town
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on 8/14/2025
Date of Meeting

For the following transactions (Check all that apply):

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

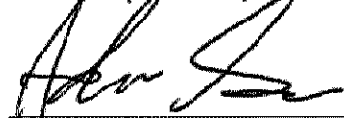
"VOTED: To authorize Andrew Gildea
Name of Person

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 Aaron Croce
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,



Corporate Officer /LLC Manager Signature

Andrew Gildea

(Print Name)

For Corporations ONLY

A true copy attest,



Corporation Clerk's Signature

Andrew Gildea

(Print Name)

**The Commonwealth of Massachusetts, William Francis Galvin
Corporations Division**

One Ashburton Place • Floor 17, Boston MA 02108-1512 | Phone: 617-727-9640

Articles of Organization

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

Minimum Filing Fee:
\$250.00

Identification Number: [REDACTED] (number will be assigned)

ARTICLE I

The exact name of the corporation is:

CHAMPIONS INDOOR GOLF V, INC.

ARTICLE II

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

ARTICLE III

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

Class of Stock	Par value per share (Enter 0 if no Par)	Total authorized number of shares	Total authorized par value	Total issued and outstanding number of shares
----------------	--	-----------------------------------	----------------------------	---

ARTICLE IV

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

ARTICLE V

The restrictions, if any, imposed by the articles of organization upon the transfer of shares of stock

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

ARTICLE VII

The effective date of organization shall be the date and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a later effective date is desired, specify such date, which may not be later than ninety (90) days from the date and time of filing

Later Effective Date (mm/dd/yyyy):

Time (HH:MM)

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the articles of organization.

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

Agent name: ANDREW GILDEA

Number and street:

Address 2:

City or town:

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

Title	Individual Name	Address
PRESIDENT	ANDREW GILDEA	
TREASURER	ANDREW GILDEA	
SECRETARY	ANDREW GILDEA	
DIRECTOR	ANDREW GILDEA	

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

January 31

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

AN INDOOR GOLF FACILITY WITH A BAR

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

City or town:

Country: UNITED STATES

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

Number and street:

Address 2:

City or town:

Country:

Which is:

☒ its principal office

☐ an office of its transfer agent

☐ an office of its secretary/assistant secretary

☐ its registered office

Signed this 23 Day of June, 2025 at 10:06 AM by the incorporator(s). (If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)

EDWARD GILDEA

CHAMPIONS INDOOR GOLF, INC
30 GOLF DRIVE
PLYMOUTH, MA 02360 USA

June 20, 2025

Re: Use of the name Champions Indoor Golf

To whom it may concern:

Please be advised, I am the president of Champions Indoor Golf, Inc. As president, this is to acknowledge that Champions Indoor Golf, Inc, consents to and authorizes the use of the name Champions Indoor Golf V, Inc as a corporation in Massachusetts to operate an indoor golf facility.

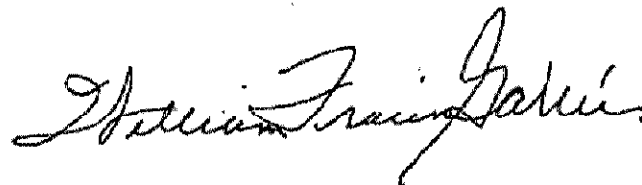


Andrew Garcia
President

THE COMMONWEALTH OF MASSACHUSETTS

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

June 21, 2025 01:00 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, stylized "G" at the end.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

The first part of the paper discusses the importance of the research and the objectives of the study. It then presents a literature review of the existing research on the topic. The next section describes the methodology used in the study, including the data sources and the statistical techniques employed. The results of the study are then presented, followed by a discussion of the findings and their implications. Finally, the paper concludes with a summary of the main points and suggestions for future research.

The research was conducted using a quantitative approach, with data collected from a large sample of participants. The results show a significant positive correlation between the variables studied, indicating that the hypothesis was supported. The findings have important implications for the field and suggest that further research is needed to explore the underlying mechanisms.

In conclusion, the study provides valuable insights into the relationship between the variables and highlights the need for continued research in this area. The results are consistent with previous findings and offer new perspectives on the topic.

The first part of the paper discusses the importance of the research and the need for a new approach. It then presents a detailed description of the methodology used in the study, including the selection of participants and the procedures for data collection and analysis. The results of the study are then presented, showing the effectiveness of the new approach compared to existing methods. Finally, the paper concludes with a discussion of the implications of the findings and suggestions for future research.

The second part of the paper focuses on the theoretical aspects of the research. It explores the underlying principles and concepts that inform the new approach, drawing on a range of theoretical perspectives from psychology, sociology, and philosophy. This section also discusses the challenges and limitations of the research and offers suggestions for how these might be addressed in future studies.

The third part of the paper provides a detailed account of the practical application of the new approach. It describes the various steps involved in implementing the approach, from the initial assessment to the final evaluation. This section also includes a discussion of the potential benefits and risks of the approach, as well as the role of the researcher in ensuring its successful implementation.

The fourth part of the paper discusses the broader context of the research and its implications for practice. It considers the role of the new approach in the wider field of research and practice, and discusses the potential for its use in a range of different settings. This section also includes a discussion of the ethical considerations surrounding the research and the need for ongoing monitoring and evaluation.

The final part of the paper provides a summary of the key findings and conclusions of the study. It reiterates the importance of the research and the need for a new approach, and highlights the potential benefits and risks of the new approach. The paper also includes a list of references and a list of figures and tables.

The first part of the paper discusses the importance of the research and the objectives of the study. It then presents a literature review of the existing research on the topic. The next section describes the methodology used in the study, including the data sources and the statistical techniques employed. The results of the study are then presented, followed by a discussion of the findings and their implications. Finally, the paper concludes with a summary of the main points and suggestions for future research.

The research was conducted using a quantitative approach, with data collected from a large sample of participants. The results show a significant positive correlation between the variables studied, indicating that the hypothesis was supported. The findings have important implications for the field, suggesting that the relationship between the variables is robust and generalizable.

In conclusion, the study provides valuable insights into the relationship between the variables and highlights the need for further research in this area. The results suggest that the relationship is not only statistically significant but also practically important, with potential applications in various contexts.

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The first part of the paper discusses the importance of the research and the objectives of the study. It then proceeds to a literature review, highlighting the key findings of previous studies in this field. The methodology section describes the research design, data collection methods, and the statistical analysis used. The results section presents the findings of the study, and the discussion section interprets these findings in the context of the research objectives. Finally, the conclusion summarizes the main points of the paper and suggests areas for future research.

The research was conducted in a systematic and rigorous manner, following the principles of good research practice. The data was collected from a representative sample of the population, and the analysis was conducted using appropriate statistical techniques. The results of the study are presented in a clear and concise manner, and the discussion provides a thorough interpretation of the findings. The conclusion highlights the significance of the research and the need for further investigation in this area.

The findings of this study have important implications for the field of research. They provide valuable insights into the relationship between the variables under investigation and suggest potential areas for future research. The study also contributes to the existing body of knowledge in this field and provides a basis for further exploration of the topic.

In conclusion, this paper presents a comprehensive analysis of the research topic. It highlights the importance of the research, describes the methodology used, and presents the findings of the study. The discussion provides a thorough interpretation of the findings, and the conclusion summarizes the main points of the paper and suggests areas for future research.

Stephen J. DiGianfilippo*
Daniel J. Vieira*
Roxanne E. Richard*
Matthew S. Porter
Randy J. Spencer
Michelle L. Tiews
Ian C. Hedges

480 Turnpike Street
South Easton MA 02375
Phone: 508-238-2510
Fax: 508-238-2309

Joseph M DiGianfilippo (1942-2009)

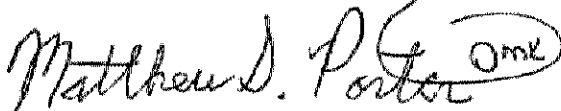
August 20, 2025

Alcoholic Beverages Control Commission
95 4th Street, Suite 3
Chelsea, MA 02150

Dear Sir/Madam,

Please be advised that the promissory note attached to the application for Champions Indoor Golf V Inc will be executed upon the approval of the License by the Town of Reading and the ABCC.

Very truly yours,
VIEIRA & DIGIANFILIPPO LTD.



Matthew S. Porter, Esq.

COMMERCIAL PROMISSORY NOTE

\$280,000.00

August __, 2025

FOR VALUE RECEIVED, the undersigned Champions Indoor Golf V Inc (the "Borrower"), promises(s) to pay to the order of Rockland Trust Company (hereinafter, with any subsequent holder, the "Bank") at an office of the Bank, the sum of Two Hundred Eighty Thousand and 00/100 (\$280,000.00) Dollars with interest thereon, in accordance with the provisions as indicated below. This Note is the "Note" referred to in the Loan Agreement to which the Borrower and the Bank are parties dated the date hereof (the "Agreement") and reference is made to said Agreement for additional terms applicable hereto. Capitalized terms used in this Note and not otherwise defined herein but defined in the Agreement shall have the same meaning as ascribed to such terms in the Agreement.

INTEREST RATE: Interest on the unpaid principal balance of this Note (based upon a year consisting of twelve (12) months of thirty (30) days each and calculated on the actual number of days elapsed) shall accrue at a fixed rate of Five (5%) percent per annum.

PAYMENT PROVISIONS: Borrower shall repay all outstanding principal under this Note together with interest accrued thereon in Sixty (60) consecutive monthly payments of principal and interest. The first such monthly installment shall be due and payable _____ and each subsequent installment shall be due on the like day of each month thereafter. The final such monthly payment shall be due _____ (the "Maturity Date") in an amount equal to the entire unpaid balance of principal plus all unpaid accrued interest.

PREPAYMENT: The Borrower may prepay the loan in full at any time without premium or penalty.

LATE CHARGES: If Borrower shall fail for more than fifteen (15) days after the date due to make any installment payment of principal or interest on this Note, the Borrower agrees to pay the Bank, upon demand, in addition to all other amounts payable hereunder, a late charge equal to five percent (5%) of the payment due. Late charges are not interest and shall not be subject to refund or rebate or credited against any other amount due.

APPLICATION OF PAYMENTS; RETURNED ITEMS: Any payments received by the Bank on account of this Note prior to demand shall be applied first, to any costs, expenses, or charges then owed the Bank by the Borrower, second, to accrued and unpaid interest, and third, to the unpaid principal balance hereof. Any payments so received after demand shall be applied in such manner as the Bank may determine.

EVENTS OF DEFAULT: Upon the occurrence of any one or more of the following ("Events of Default"), at the Bank's option and without presentment, demand, notice or protest (all of which are hereby waived), the entire unpaid balance of this Note and all unpaid accrued interest hereunder shall become immediately due and payable and without altering the demand nature of this Note if principal is due on demand:

- (a) The failure by the Borrower to pay when due (or upon demand, if payable on demand) any amount due hereunder or any other amount then owing by the Borrower to the Bank;
- (b) the occurrence of any "Event of Default" under the Agreement.

RATE OF INTEREST UPON DEFAULT: The Borrower agrees to pay, upon default, interest on all amounts not paid when due (pursuant to the terms hereof, by acceleration or otherwise) at the per annum rate equal to the aggregate of (a) the interest rate which would otherwise be applicable in the absence of default (b) plus six (6%) percent.

NO WAIVER: No delay or omission by the Bank in exercising any of its powers, rights, privileges or remedies hereunder shall operate as a waiver thereof on that occasion nor on any other occasion. No waiver of any default hereunder shall operate as a waiver of any other default hereunder, nor as a continuing waiver. The Borrower waives presentment, demand, protest, and notices of any kind and assents to any extension or other indulgence (including, without limitation, the release or substitution of collateral) permitted the Borrower by the Bank with respect to this Note.

EXPENSES: The Borrower will pay on demand all reasonable attorneys' fees and out-of-pocket expenses incurred by the Bank in the administration or enforcement of this Note or the administration or enforcement of any collateral given the Bank to secure this Note (whether or not suit is instituted by or against the Bank).

RELEASES; NO CONTRIBUTION: The liabilities of the Borrower and any endorser or guarantor of this Note are joint and several; provided, however, the release by the Bank of the Borrower or any one or more endorser or guarantor shall not release any other person obligated on account of this Note. No person obligated on account of this Note may seek contribution from any other person also obligated unless and until all liabilities to the Bank of the person from whom contribution is sought have been satisfied in full.

MAXIMUM RATE OF INTEREST: If, by the terms of this Note, the Borrower is at any time required or obligated to pay interest on the principal balance hereof at a rate in excess of the maximum rate which the Borrower is permitted by law to contract or agree to pay, the rate of interest under this Note shall be deemed to be immediately reduced to such maximum rate, and interest payable hereunder shall be computed at such maximum rate and the portion of all prior interest payments in excess of such maximum rate shall be applied and shall be deemed to have been payments in reduction of the principal balance hereof and not on account of the interest due hereunder.

JURISDICTION, ETC.: This Note shall be governed by the internal laws of the Commonwealth of Massachusetts, and shall take effect as a sealed instrument. The Borrower submits to the jurisdiction of the courts of the Commonwealth of Massachusetts for all purposes with respect to this Note, any collateral given to secure its liabilities to the Bank, or its relationships with the Bank.

BINDING EFFECT: This Note shall be binding upon the Borrower and upon its heirs, successors, assigns, and representatives, and shall inure to the benefit of the Bank and its successors and assigns.

IN ANY CASE, CONTROVERSY OR MATTER WHICH ARISES OUT OF, OR IS IN RESPECT OF, THIS NOTE AND/OR THE LOAN EVIDENCED HEREBY, THE BORROWER KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY NOW EXISTING AND/OR HEREAFTER ARISING RIGHT TO A TRIAL BY JURY.

COMPLETION OF NOTE; MISCELLANEOUS: The Borrower authorizes the Bank to complete this Note if delivered incomplete in any respect. The use of headings in this Note is for convenience only and shall not limit in any manner the terms of this Note. All agreements and documents of any kind in the Bank's possession which relate to any loans from Bank to Borrower may be reproduced by the Bank by photographic, computer imaging, or similar process, and the Bank may destroy the original from which any documents was so reproduced. Any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is

in existence and whether or not such reproduction was made in the regular course of business) and any enlargement, facsimile or further reproduction shall likewise be admissible in evidence. Any signatures of the Borrower upon any such agreement or document which are transmitted as a facsimile or as a scanned or pdf (portable document format) shall be deemed a valid and binding signature of the Borrower with the same effect as if a manually signed original signature.

IN WITNESS WHEREOF, this Commercial Promissory Note is executed under seal as of the date first above written.

WITNESS:

Champions Indoor Golf V Inc:

Andrew Gildea, President

LEASE AGREEMENT
Triple Net Lease

THIS LEASE AGREEMENT ("Lease") is made by and between George E. Danis, as Trustee of Danis Reading Realty Trust, under declaration of trust dated June 14, 1985, and recorded with Middlesex South District Registry of Deeds in Book 16225, Page 485, with an address of One General Way, Reading, MA 01867 ("Landlord") and Champions Indoor Golf V Inc. d/b/a Champions Indoor Golf, a Massachusetts limited liability company, with a mailing address of 925 Bedford St, Bridgewater, MA, 02324 ("Tenant").

BASIC LEASE TERMS

Each reference in this Lease to any of the terms contained in this Lease or otherwise defined herein shall be construed to incorporate the definitions or data stated under that term.

Shopping Center: 128 Marketplace Shopping Center, One General Way, Reading, MA 01867. The term "Shopping Center" shall be deemed to mean for all purposes hereunder the entire development known as 128 Marketplace, One General Way, Reading, MA, including the 20.12 +/- acres of land shown as parcel 12 on Reading Assessors' Map 17, any and all buildings, other structures, parking facilities, roadways, common facilities and the like built (or to be built) thereon and including any parking, access and utility easements appurtenant thereto, as the same may from time to time be reduced by eminent domain takings, dedications to public authorities, or exclusions by the Landlord (by written notice given hereafter to the Tenant) of portions thereof, or increased by the addition of other lands together with structures and the like thereon which may from time to time be designated by the Landlord (by written notice to the Tenant) as constituting part of the Shopping Center.

Premises: Approximately 6,645 +/- square feet of leasable square feet located at Unit #90 in the Shopping Center, as more particularly described in Exhibit A.

Initial Term: Five (5) years, commencing on the Rent Commencement Date.

Tenant's Share: Tenant's Share shall be as described in Article 3

Rent Commencement Date: The "Rent Commencement Date" shall be defined as the date that is ninety (90) days following the Delivery of Premises with Landlord's Work completed per Exhibit D. Tenant's obligation to pay Base Rent and Additional Rent (including NNN Charges) shall commence on the Rent Commencement Date.

In consideration of the rents to be paid and covenants to be performed by Tenant and as otherwise set forth herein, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, upon and subject to the terms and provisions of this Lease, those certain premises containing approximately 6,645 +/- square feet of leasable square feet located at Unit #90 as more particularly described in Exhibit A (hereinafter referred to as the "Premises") and located within the 128 Marketplace Shopping Center, One General Way, Reading, MA 01867. In addition, subject to the terms of this Lease, for term of this Lease, Tenant shall have the right to use, in common with others, the sidewalks, parking areas and ingress and egress roadways and other Common Areas serving the Shopping Center. Notwithstanding the forgoing, Landlord hereby reserves the right to redefine and alter the Shopping Center as Landlord shall reasonably determine in its sole and absolute discretion.

ARTICLE 1

TERM

Term: The term of the Lease shall be effective on the date signed, but the term shall be for a period of five (5) years (the "Term"), commencing on the Rent Commencement Date and ending (5) years thereafter (the "Term Expiration Date"). Provided that the Tenant originally named herein (a) has not been in monetary default more than twice during the Term, (b) has, throughout the Term, complied with all of the provisions of Article Five hereof, and (c) is not otherwise in default under this Lease (both at the time the applicable Extension Option (as hereinafter defined) may be exercised and/or at the time such Extension Term commences), Tenant shall have Two (2) consecutive Five (5) year options (each, an "Extension Option") to extend the Term hereof (as applicable, an "Extended Term"). Tenant shall provide Landlord with Six (6) months' prior written notice of Tenant's election to exercise an Extension Option.

Physical Condition: Tenant shall take possession of the Premises in its current "as is" condition., except for the Landlord's Work, as set forth on Exhibit D. Landlord agrees to perform Landlord's Work diligently, Landlord agrees to use best efforts to substantially complete Landlord's Work within five (5) months of the date of this Lease.

Possession: Landlord shall provide Tenant with written notice when Landlord's Work is substantially complete and Tenant may commence Tenant's fit-up work (the date that Tenant receives such notice is referred to as the Delivery of Possession Date"). Tenant shall not commence business operations at the Premises until such time as Tenant obtains a Certificate of Occupancy issued by the Town of Reading. Tenant shall be responsible for applying for and obtaining such Certificate of Occupancy. Landlord agrees to assist Tenant in the Certificate of Occupancy application process. Tenant shall be responsible for obtaining all governmental permits required for Landlord's Work, Tenant's business operations, and any Tenant signage that requires a governmental permit. Tenant agrees to pursue all such required permits diligently, commencing upon the execution of this Lease.

Condition of Premises and Landlord's Work. Tenant shall accept the Property and the Premises in their condition as of the Delivery Date, subject to all recorded matters, laws, ordinances, and governmental regulations and orders. Tenant represents and warrants that Tenant (i) has made its own inspection of and inquiry regarding the condition of the Property and the Premises and the suitability thereof for Tenant's intended use, and (ii) is not relying on any representations, if any, of Landlord, Landlord's agents, or any Broker with respect thereto. Tenant's taking possession of the Premises shall be conclusive evidence that the Premises were in good order and satisfactory condition when Tenant took possession, unless Tenant provides Landlord with written notice of any defect or unsatisfactory condition within thirty (30) days after the Delivery Date. Notwithstanding the foregoing, Landlord shall perform, or cause to be performed, only the work to the Premises as described on Exhibit D (the "Landlord's Work"). Landlord's Work shall be completed using building standard materials and finishes and in compliance with all applicable Legal Requirements.

ARTICLE 2

BASE RENT

Tenant covenants and agrees to pay to Landlord "Base Rent" at the rates set forth below. Except for amounts payable by Tenant to Landlord upon the execution of this Lease, Tenant shall commence paying Base Rent and Additional Rent (as hereinafter defined) on the Rent Commencement Date, except for first month's rent,

which shall be payable at the time of execution of this Lease, as set forth below.

Base Rent. Fixed Base Rent for the Term in the amount per table below:

	<u>Month</u>	<u>Annual</u>	<u>Price PSF</u>
Year 1	\$8,306.25	\$ 99,675.00	\$15.00
Year 2	\$8,306.25	\$ 99,675.00	\$15.00
Year 3	\$8,860.00	\$ 106,320.00	\$16.00
Year 4	\$8,860.00	\$ 106,320.00	\$16.00
Year 5	\$ 9,413.75	\$ 112,965.00	\$17.00

Base Rent is due and payable in advance in monthly installments by the first day of each month. Time is of the essence as to all rental payments. Rent shall be paid electronically if so directed by the Landlord.

Base Rent for the first Extension Option Period, if exercised, shall be \$17.50 PSF NNN, or \$9,690.63 per month. Base Rent for the second Extension Option Period, if exercised, shall be \$18.50 PSF NNN, or \$10,244.37 per month.

At the time of execution of this Lease, Tenant shall pay Landlord (a) first full month's Base Rent of \$8,306.25; (b) the amount of \$10,000.00 as a security deposit to assure Tenant's performance pursuant to this Lease (the "Security Deposit").

Upon any event of default that remains uncured beyond any applicable cure period as provided in this Lease, Landlord may, from time to time and without prejudice to any other remedy, use, apply, or otherwise retain the Security Deposit to the extent necessary to make good any arrears of Rent or any other damage, injury, expense, or liability caused to Landlord by the default. If Landlord so uses or applies all or any portion of the Security Deposit, Tenant, shall, within fifteen (15) business days after written demand therefor, deposit funds with Landlord in an amount sufficient to restore the Security Deposit to the full amount stated above; Tenant's failure to do so shall constitute a material breach of this Lease and shall entitle Landlord to exercise any and all remedies set forth herein. The Security Deposit will not be considered an advance payment of any Rent or a measure of Landlord's damages in case of Tenant's default. Landlord shall not be required to retain the Security Deposit in a separate escrow account or otherwise provide interest to Tenant regarding the Security Deposit or prepaid Rent. In the event of a sale or other transfer of the Premises, Landlord may transfer the balance of the Security Deposit, if any, to the purchaser or transferee, and shall thereupon be released from any and all liability to Tenant for the return of the Security Deposit and Tenant shall thereafter look solely to the purchaser or transferee for the return thereof.

ARTICLE 3 **ADDITIONAL RENT**

All amounts to be paid by Tenant under this Lease that are in addition to Base Rent and the Security Deposit shall be deemed to be Additional Rent, and a failure by the Tenant to make timely payment of Additional Rent shall be considered a non-payment of Rent, resulting in an event of default and providing the Landlord the remedies available for non-payment of Rent.

For the purposes of this Lease, "Tenant Share" shall mean a fraction, the numerator of which is the total square footage of the Premises leased hereunder and the denominator of which is 188,170 square feet when

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referring to Building 1 of the Shopping Center, and 255,274 square feet when referring to Buildings 1 and 2 of the Shopping Center. The Tenant Share is as follows:

- Tenant Share of Building 1 3.5%
- Tenant Share of Buildings 1& 2 2.6%

In addition to Base Rent, Tenant covenants and agrees to pay Landlord during the Lease Term, Tenant's Share (as defined above and as applicable to Building 1 and/or Buildings 1&2, respectively) of all Common Area Costs, which include, but are not limited to real estate taxes, electric, water and sewer charges, use taxes and other charges, (other than electric, water and sewer charges allocable and billed to a particular tenant), betterment assessments, personal property taxes (excluding equipment of other tenants or occupants), and other taxes and governmental charges accruing from the ownership or operation of the Premises and Shopping Center (other than franchise taxes and taxes on income of Landlord), all insurance premiums, fees, assessments and costs, equipment repair and maintenance costs, landscape maintenance, the cost of snow clearing and removal and sanding for the Shopping Center, exterior lighting, exterior and common area cleaning and repainting, parking lot maintenance and repair, utility charges (excluding utility charges metered to and paid by a tenant or occupant), inspecting, maintaining, and repairing fire sprinkler and fire alarm systems, a property management fee equal to five percent (5%) of the Base Rent, as well as fees associated with maintenance and improvements to the Shopping Center, and any and all other ordinary and necessary operating costs, legal fees (excluding such fees paid in connection with negotiations for leases), and accounting fees, all costs and expenses incurred by Landlord for the inspection, maintenance, and repair of buildings and other structures, components, and improvements, or portions thereof, in the Shopping Center, and its drainage, common water, sewer and electrical systems, and other capital expenditures incurred by Landlord in the repair of any of the Common Area; provided, however, that all such capital expenditures shall be amortized over their useful life in accordance with Generally Accepted Accounting Principles ("GAAP") and only such amortization shall be included within Common Area Costs for each calendar year. As used herein, *real estate taxes* includes all real estate taxes, all surtaxes, all surcharges, drainage fees and charges, and other assessments and charges imposed by governmental authorities on the Shopping Center or based on the value or uses in the Shopping Center. Notwithstanding the foregoing, Common Area Costs shall not include financing or interest charges or costs to the extent they are specifically and fully covered by (a) leases, (b) warranties or (c) are actually paid by insurance proceeds. *Common Area* includes all the Shopping Center, excepting only those interior areas that are actually leased to a tenant. For the purpose of determining Common Area Costs, systems within an area leased by a tenant that are not required to be fully maintained by that tenant shall be considered part of the Common Area. Tenant shall not be responsible for capital improvements.

The amounts described above shall collectively be called "Common Area Charges" or "CAM" and constitute a portion of Additional Rent.

On each rental due date, Tenant will pay in addition to the Base Rent, an amount equal to one-twelfth ($1/12^{th}$) of the estimated CAM as communicated by Landlord to Tenant. Notwithstanding anything herein to the contrary, as of the date of this Lease, Landlord estimates the CAM to be paid by the Tenant for the first Lease year at \$3.50 PSF or \$1,938.00 per month. Landlord shall advise the Tenant of the actual amount of CAM and give when known. If actual CAM for any Lease Year exceeds the estimated amount Tenant had paid for such Lease Year, Tenant shall pay Landlord any CAM deficit within thirty (30) days of written notice from Landlord. If the actual amount of CAM is less than the amount of estimated CAM Tenant has paid for a Lease Year, Tenant shall receive a credit against the Additional Rent next due in the amount of the overpayment.

Any overpayment or underpayment existing at the end of the Lease term shall be paid by the appropriate party on demand.

Controllable CAM charges shall not increase by more than 4% annually from the highest point for the past 3 Years. Controllable CAM charges shall be defined as: Landscaping, Cleaning, but specifically excluding snow and ice removal, Common Area utility charges, taxes, major repair projects and insurance premiums and costs.

ARTICLE 4 USE

Tenant shall use the Premises solely for the purposes of the operation of a golf simulation business with a full alcohol license, showroom, warehouse and office use (the "Permitted Use"), and shall not operate for any other purpose whatsoever. Nevertheless, no Tenant uses shall violate the Shopping Center restrictions stated in Exhibit B. Landlord does not make any representation that of the Permitted Use shall be approved or allowed by any applicable permitting authority. Tenant's Permitted Use shall not include the use, storage or application of any Hazardous Substance, except in compliance with this Article 4, and solely to the extent that such use does not violate the terms of any applicable insurance policy or any state, federal or local laws, rules or regulations. Tenant shall not use or permit the Premises to be used for any other purpose or purposes other than the Permitted Use without the written consent of Landlord having been first obtained. Tenant further covenants and agrees that it will not use or suffer or permit any person or persons to use the Premises for an auction, distress or fire sale or bankruptcy or going-out-of-business sale, or for any use or purpose in violation of the laws of the United States of America or the laws, ordinances, regulations and requirements of the Commonwealth of Massachusetts and the Town of Reading, and that during the Term of the Lease, the Premises, and every part thereof, shall be kept by Tenant in a clean and wholesome condition, free of any objectionable noises, odors or nuisances, and that all applicable laws, regulations health and police regulations shall, in all respects at all times, be fully complied with by Tenant. Tenant, at its own expense, shall obtain any permits, licenses or other approvals necessary for its use of the Premises and shall provide copies thereof to Landlord. Tenant shall, on demand, reimburse Landlord for any and all extra insurance premiums caused by Tenant's use of the Premises.

Tenant further agrees to conform to the following provisions during the term of this Lease: (a) Tenant shall not use the sidewalks adjacent to the Premises for business purposes without the prior written consent of Landlord. (b) Tenant shall keep the display windows, if any, of the Premises electrically lighted during its hours of operation and during such other periods of time as the Shopping Center is kept lighted. (c) Tenant shall not place on the interior or exterior of the Premises any signs or any other symbol, advertisement, light or other object or thing visible to public view outside the Premises without the prior written consent of Landlord. Tenant's signage is subject to the provisions of Article 7, and any and all necessary state and local governmental approvals, which Tenant shall obtain at Tenant's sole cost and expense. Tenant may also paint, erect or authorize the installation of signs (which Tenant deems necessary to the operation of its business) on the interior of the Premises identifying Tenant's Business, provided the same comply with all permits and approvals issued by the Town of Reading or any other local government authority. (d) Tenant and Tenant's employees and agents shall not solicit business in any Common Area, nor shall Tenant distribute any handbills or other advertising matter on automobiles parked in any Common Area. (e) All garbage and refuse shall be kept by Tenant in the kind of container and location specified by Landlord. Tenant shall pay the cost of removal of any of Tenant's refuse or rubbish. (f) No loudspeakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard outside of the Premises without the prior written consent of Landlord. (g) The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, including but not limited to medical, cleansing, eye or other chemicals, and the expense of any breakage, stoppage, or damage resulting from a

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violation of this provision shall be borne by Tenant. (h) Tenant shall not perform any act or carry on any practice which may injure the Premises or any other part of the Shopping Center or cause any offensive odors or loud noise (including, but without limitation, the use of loudspeakers) that would constitute a nuisance or menace to any other tenant or tenants or other persons in the Shopping Center. (i) Nothing shall be done upon or about the Premises which shall be unlawful, improper, or contrary to any law, ordinance, regulation or requirement of any public authority or insurance inspection or rating bureau or similar organization having jurisdiction, or which may adversely affect the quality or general appearance of the Premises or the Shopping Center and Tenant will promptly comply with any such law, ordinance, regulation or requirement, provided that if Tenant wishes to contest any such compliance, Tenant shall post such security with Landlord as Landlord shall deem adequate pending such request. (j) Tenant will not drill or make any holes in the roof, stone or brickwork of the Premises or of the Building and the Premises will not be overloaded, damaged or defaced. The foregoing notwithstanding, Tenant shall be allowed to install its business trade fixtures and improvements and decorations within and upon the Premises.

Tenant shall be entitled to be open for business and operate continuously from the Premises Monday thru Sunday during normal business hours with the hours of operation to be set at the sole discretion of Tenant. If Tenant fails to operate its business from the Premises for more than Forty (40) consecutive days during any period of the Term of this Lease, Landlord, at its option, may treat such failure to operate as a default of this Lease and is permitted to exercise all of its rights and remedies as set forth in this Lease.

Notwithstanding anything contained in this Lease to the contrary, Tenant shall not use or permit any use of the Premises which is or would be in violation of any applicable federal, state or local law, statute, rule, code, regulation, or decision. Tenant further agrees that it shall not use or permit any use of the Premises which is or would be in violation of the following:

a.) Restrictive Covenants or in violation of those provisions of the Lease between Landlord and Demoulas Super Markets, Inc. as attached hereto as Exhibit B, provided such Restrictive Covenants apply to all tenants in the Building.

b.) 128 Marketplace Tenant Rules and Regulations as are attached hereto as Exhibit C, provided such Rules and Regulations apply to all tenants in the Shopping Center.

Tenant covenants, that except in allowance with applicable law, it will not allow or permit any Hazardous Substance to be brought upon the Premises or Landlord's adjacent land and will not use, store, treat, dispose of, generate, discharge, release, or create any Hazardous Substance at the Shopping Center or permit any person or entity to do so, except in normal cleaning maintenance amounts as may be used in normal cleaning, maintenance and operation of the Premises and Tenant's equipment.

"Hazardous Substance" shall mean (i) any chemical identified as a known, probable or suspected human carcinogen by any federal or state agency or the International Agency for Research on Cancer; (ii) any "pollutant or contaminant" as defined by 42 U.S.C. § 9601 (33); (iii) any substance listed on the "Title III List of Lists" maintained by the United States Environmental Protection Agency; (iv) any "hazardous air pollutant" as defined by 42 U.S.C. § 7412 and its implementing regulations; (v) petroleum products, including but not limited to gasoline, diesel, and kerosene; (vi) any Hazardous Substance as defined by CERCLA; (vii) any substance defined or regulated under the Massachusetts Waste Management Act, the Massachusetts Contingency Plan, and local ordinances, if any; and (viii) asbestos, damaging electromagnetic forces or radiation producing materials or equipment.

Tenant agrees to indemnify and hold Landlord harmless from all liabilities relating to Hazardous Substances arising from Tenant's operations or breach of the foregoing covenant. Landlord retains the right to inspect the Premises to monitor Tenant's activity concerning hazardous materials. Tenant shall immediately notify Landlord of any release or threat of release materials at or affecting the Premises. Tenant shall cure any releases or threatened releases of hazardous material arising from Tenant's operations or breach of the foregoing covenant and if Tenant fails to do so within the time by applicable law or regulation, Landlord may do so at Tenant's expense. Any such release shall constitute a default under this Lease, unless cured within the prescribed time. Landlord shall have the right to seek injunctive or equitable relief if Tenant releases or threatens to release hazardous material and thereby violates the Lease.

Tenant agrees that chemical or other waste, generated by Tenant shall be disposed of and removed by the services of a proper, licensed, professional, waste chemical disposal contractor, and further, that Tenant will store any permitted Hazardous Substances in compliance with applicable law and regulations.

Tenant shall not store materials or equipment in Common Areas outside of the Premises.

In the event that Tenant shall fail to so keep the Premises in a safe, clean and neat condition, then Landlord may, after ten (10) calendar days written notice to Tenant, cause such work to be done as may be necessary to restore the Premises to a safe, clean and neat condition and the cost of such work shall be payable by Tenant to Landlord within ten (10) days of receipt of Landlord's invoice.

Tenant shall contract for its own trash removal with an independent, licensed trash removal firm. The location of Tenant's dumpster shall be approved by Landlord and may be relocated by Landlord from time to time..

Installation of underground tanks by Tenant on the Premises or in Common Areas is prohibited.

Tenant shall not permit any use of the Premises which will make voidable or increase the cost of any insurance on the Building, or on the contents thereof, or which shall be contrary to any law or regulation from time to time established by any recognized insurance rating association.

ARTICLE 5

MAINTENANCE AND SANITATION

Tenant agrees at all times, and at its own cost and expense, to repair, replace and maintain in good and tenantable condition the interior and non-structural portions of the Premises, including without limitation, all fixtures, entrances, windows, window system, doors, glass, signs, locks, floor coverings, glazing, electrical, lighting and plumbing systems within and exclusively serving the Premises, from the points of connection within the Premises. Tenant shall be responsible for the maintenance of the glass on the Premises, excepting as to any damage caused by the negligence or willful misconduct of Landlord. Landlord shall be responsible for the removal of snow and ice from all entrances and sidewalks bordering the Premises and this cost will be billed to Tenant as part of CAM.

If Tenant refuses or neglects to make repairs and/or maintain the interior and non-structural portions of the Premises in a manner reasonably satisfactory to Landlord, Landlord shall have the right, upon giving Tenant ten (10) days' notice of its election to do so, to make such repairs or perform such maintenance on behalf of and for the account of Tenant. In such event, Landlord's work pursuant to this paragraph shall be paid for by Tenant within ten (10) days of Tenant's receipt of a bill therefor.

Tenant agrees to keep the sidewalk immediately in front of and adjacent to the Premises free and clear of refuse and rubbish. Tenant will not operate a business in the Common Area activities unless specifically authorized in advance and in writing by Landlord. Tenant will not use the Common Area for promotion, entertainment, amusement or other activities, including the sidewalks immediately adjacent to the Premises, unless Tenant has received Landlord's prior written consent.

Landlord shall keep and maintain in good and tenantable condition the structural and exterior parts of the Premises, including the roof and roof drains within the building in which the Premises are located, exterior walls, utilities to the point of connection in the Premises, it being agreed that any utility pipes, HVAC Equipment, wires, ducts or other facilities that are located above the ceiling of the Premises shall be maintained by Landlord; provided, however, Tenant shall be responsible for repairs to such items necessitated by reason of the willful acts or negligence by Tenant or Tenant's agents, employees, or contractors. Tenant shall maintain and make repairs to any improvements installed in the Premises by Tenant. Exterior walls shall not be deemed to include glass, window cases, doors and door frames, security grills or similar enclosures.

Tenant shall be responsible, at its sole cost and expense, for the repair and maintenance of the all building systems and components thereof within and/or exclusively serving the Premises, including the fire alarm panel, HVAC, plumbing and electrical fixtures and systems in accordance with the manufacturer's recommendations and Tenant further agrees to secure maintenance agreements with qualified contractors to perform such required periodic maintenance and provide verification to Landlord that said maintenance agreement(s) is/are in full force and effect.

Landlord shall not in any way be liable to Tenant for failure to make repairs as specifically required of Landlord pursuant to this Lease unless Tenant has previously notified Landlord of the need for such repairs and Landlord has failed to commence making such repairs within ten (10) days and complete said repairs within a reasonable period of time following receipt of Tenant's notification. However, in no event shall Landlord be liable for any indirect or consequential damages of Tenant of any kind or nature relating to this Lease, including, without limitation, loss of profits and the like. Landlord shall have the right to gain access to the utility meters, telephone equipment and fire alarm rooms that are accessed through the Premises for repair and maintenance purposes upon reasonable notice to Tenant, during Tenant's business hours, except in the case of a bona fide emergency involving risk of personal injury or substantial property damage, in which case only commercially reasonable notice shall be required, taking into account the nature of the emergency.

ARTICLE 6

ALTERATION AND IMPROVEMENTS

Alterations and Improvements. Tenant shall not make or allow to be made any alterations, physical additions or improvements in or to the Premises without first obtaining in writing Landlord's written consent for such alterations, physical additions or improvements, which consent may be granted or withheld in the sole discretion of Landlord if the alterations, physical additions or improvements will affect the Building structure or systems or will be visible from outside the Premises but which consent shall not be unreasonably withheld, conditioned or delayed if the alterations will not affect the Building structure or systems and will not be visible from outside the Premises. Upon Landlord's request, Tenant will furnish Landlord plans and specifications for any proposed alterations, additions or improvements requiring Landlord approval ("Tenant Improvements") and Landlord shall grant or deny its approval within ten (10) days of receiving said plans

and specifications. Any Tenant Improvement shall become the property of Landlord and remain as part of the Premises; except that Landlord, at its option, may require Tenant to remove any Tenant Improvement, so long as Landlord advises Tenant of the need to remove the same at the expiration or earlier termination of the Lease at the time it approves the same. In the event Landlord requires removal of Tenant Improvements, Tenant also shall repair any damage caused by such removal. Upon expiration or earlier termination of this Lease, Tenant shall remove all of Tenant's trade fixtures, equipment, furniture, furnishings and other personal property located in the Premises not permanently attached to the Premises, and Tenant shall repair any damage caused by the removal of such items.

ARTICLE 7 **SIGNS**

Tenant shall obtain written consent of Landlord, which consent shall not be unreasonably withheld, and Town approval before erecting any signs on the Premises. All signs shall be erected and maintained in accordance with applicable governmental requirements. Tenant shall promptly remove any sign which does not comply with the foregoing provisions. Tenant shall have the right to order an approved sign panel and install on Pylon sign per Exhibit E.

ARTICLE 8 **PARKING**

In order to make the Shopping Center businesses easily accessible to customers, Landlord reserves the right to designate parking areas for officers, agents, employees, contractors, licensees and concessionaires of Tenant. If Landlord so designates parking areas, Tenant agrees to cause its officers, agents, employees, contractors, licensees and concessionaires to park their cars only in such areas as the Landlord may from time to time designate in writing as employee parking areas. Tenant shall furnish to the Landlord, within ten (10) days following the request of the Landlord therefor, the automobile license numbers of the vehicles customarily used by Tenant and Tenant's officers, agents, employees, contractors, licensees and concessionaires. If Tenant or any officer, agent, employee, contractor, licensee or concessionaire of Tenant shall park his or her car other than in designated employee parking areas, the Landlord shall have the right to have any such car towed away at Tenant's expense.

No overnight parking or storage of vehicles or trailers is allowed by the Tenant or its officers, agents, employees, contractors, licensees and concessionaires.

ARTICLE 9 **UTILITIES AND COMMON AREAS**

Landlord shall make available to the Premises customary public utilities, including, without limitation, gas, electricity, telephone, and water and sewer service (but Tenant shall be responsible for its own internet service). Tenant shall pay directly to the provider for all utilities that are separately metered to the Premises and/or provided directly to the Premises. Utilities that are not separately metered or provided to the Premises shall be included in CAM charges. Prior to occupying the Premises, Tenant shall open separate accounts directly with the gas and electric companies and other utility providers, so that Tenant is billed directly. Tenant shall pay for all utilities in a timely manner. Should Landlord choose to use common utilities, Tenant agrees to pay its pro rata share thereof based on the applicable Tenant's Share. Tenant agrees to keep the Premises

free and clear of any lien or encumbrance of any kind created by Tenant's acts or omissions. Tenant agrees it will maintain sufficient heat in the Premises to prevent the pipes therein from freezing. Landlord shall in no way be liable for any loss, expense, or damage (whether direct or indirect) that Tenant may sustain or incur by reason of any change, failure, interference, disruption, interruption, or defect in the supply or character of any utilities furnished to the Premises or Shopping Center, regardless of its duration, or if the quantity or character of any utility supplied by its provider or any alternative provider of the utility is no longer available or suitable for Tenant's requirements, unless solely due to the gross negligence of the Landlord. Additionally, any such change, failure, interference, disruption, interruption, defect, unavailability, or unsuitability mentioned above shall not: (a) constitute an actual or constructive eviction of Tenant, in whole or in part; (b) entitle Tenant to any abatement or diminution of Base Rent, Additional Rent, or any other costs due from Tenant pursuant to this Lease; (c) relieve or release Tenant from any of its obligations under this Lease; or (d) entitle Tenant to terminate this Lease. Tenant hereby waives all benefits of any applicable existing or future law permitting the termination of this Lease due to any such change, failure, interference, disruption, interruption, defect, unavailability, or unsuitability as mentioned above.

Landlord may, at any time, close temporarily any portion of the Common Area to make repairs or changes therein, do such other acts in and to the Common Area as in its judgment may be desirable to improve the convenience thereof.

Landlord shall at all times have full control, management and direction of the Common Areas and the right to utilize portions of the Common Area for the location of kiosks, or such other uses which, in Landlord's sole discretion. Landlord shall have the right at any time to change the layout of the Common Area, including but without limitation, the right to add to or subtract from their shape and size and to alter their location.

Tenant shall be responsible for the failure of its concessionaires, officers, employees or agents to comply with such reasonable rules and regulations applicable to the Common Areas.

Notwithstanding anything to the contrary contained herein, Landlord reserves the right to construct alternative energy systems for the benefit of the Shopping Center, including solar, wastewater treatment facilities, and other similar systems (the "AE Systems"). In the event that Landlord constructs one or more AE Systems, Tenant shall be required to purchase its utilities from Landlord, provided Landlord charges usual and customary rates as other private utility providers in the area.

ARTICLE 10 **INDEMNITY; INSURANCE; RISK**

Tenant covenants with Landlord that Landlord shall not be liable for any damage or liability of any kind by any reason of the use, occupancy and enjoyment of the Premises by Tenant.

Tenant will indemnify and save harmless Landlord from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including without limitation reasonable attorneys fees and costs) imposed upon, incurred by or asserted against Landlord arising from Tenant's use or occupancy of the Premises or any breach or default by Tenant of any of its obligations hereunder or arising from the negligence or willful acts or omissions of Tenant, its agents, employees, contractors, representatives, guests, licensees or invitees. Tenant shall indemnify and save Landlord harmless from any loss or damage to personal property, fixtures, equipment, or inventory occasioned by the escape of water or bursting of pipes in the Premises and/or any nuisance made or suffered by Tenant's use of the Premises. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities, including reasonable

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attorneys' fees, incurred in or in connection with any such claim or proceeding brought thereon and the defense thereof and shall survive termination of this Lease.

Tenant, at its own expense, shall provide and keep in force, with companies acceptable to Landlord, public liability insurance for the benefit of Landlord and Tenant, jointly, against liability for bodily injury, death and property damage in the amount of not less than \$2,000,000 per occurrence. Tenant shall keep all of Tenant's fixtures, furniture and furnishings, inventory and equipment insured against loss or damage by fire or other hazards, including within the usual "all risk" insurance in an amount not less than one hundred percent (100%) of the full insurable replacement value thereof. Tenant shall provide Landlord with certificates evidencing such insurance and containing further evidence that such insurance complies with the terms hereof on or before the Commencement Date. Tenant agrees to maintain workers' compensation insurance providing statutory limits for the Commonwealth of Massachusetts including employer's liability insurance with current limits of ONE MILLION DOLLARS (\$1,000,000), to be adjusted from time to time in accordance with prudent insurance practice.

All policies of insurance to be provided by Tenant shall be issued by responsible companies qualified to do business in the Commonwealth of Massachusetts and shall be issued in the name of Tenant with Landlord named as an additional loss payee. All policies shall provide Landlord with thirty (30) calendar days' notice prior to termination, cancellation or maturity. All public liability and property damage policies shall contain a provision that Landlord, although named as an insured shall nevertheless be entitled to recovery under the policies for any loss occasioned to it, its servants, agents, and employees by reason of the negligence of Tenant or any part claiming under Tenant.

Tenant shall provide Landlord with prompt written notice of any loss or damage in or within or to the Premises.

Each party, notwithstanding any provision of this Lease otherwise permitting such recovery, hereby waives any rights of recovery against the other for loss or injury against which such party is protected by insurance, to the extent of the coverage provided by such insurance. Each insurance policy carried by either party with respect to the Premises or the property of which they are a part which insures the interest of one party only, shall include provisions denying to the insurer acquisition by subrogation of any rights of recovery against the other party.

Tenant agrees to use and occupy the Premises and to use such other portions of the Shopping Center as it is herein given the right to use at its own risk; and that Landlord shall have no responsibility or liability for any loss of damage to fixtures or other personal property of Tenant not caused by the actions of Landlord or its contractors, agents and employees. Tenant agrees that Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying any premises adjacent to the Premises or any part of the building of which the Premises are a part, or otherwise, or for any loss or damage resulting to Tenant or those claiming by, through or under Tenant, or its or their property, from the bursting, stopping or leaking of water, gas, sewer, or steam pipes.

ARTICLE 11

OTHER PAYMENTS BY TENANT

Tenant shall pay, prior to delinquency, all taxes against and levied upon fixtures, furnishing, equipment and all other personal property of Tenant contained in the Premises.

ARTICLE 12

ASSIGNMENT OR SUBLETTING

Tenant shall not assign, transfer, mortgage or pledge this Lease or any interest therein nor will Tenant sublet its rights hereunder, in whole or in part, or permit the Premises or any part hereof to be used by others without Landlord's prior written consent. Tenant shall pay Landlord's fees and costs, including attorneys' and accountants' fees, in reviewing and considering any proposed assignment or sublease. The consent by Landlord to any assignment or subletting shall not waive the need of Tenant to obtain the consent of Landlord to any different or further assignment or subletting. If the Rent and other sums received by the Tenant on account of any sublease or assignment shall exceed the Base Rent and Additional Rent due hereunder, Tenant shall pay Landlord, as Additional Rent hereunder, all such excess Rent or other payments as received by Tenant, less any reasonable expenses incurred by Tenant with respect to such sublease or assignment, including brokerage commissions, but expressly excluding any costs or repairs or alterations to the Premises. Tenant may not, under any circumstances, mortgage this Lease without Landlord's consent, which may be refused at Landlord's sole discretion. No assignment or subletting of the Lease shall relieve Tenant or any guarantor of its obligations under this Lease. For purposes of this paragraph, a change in ownership or control of Tenant or the assets of Tenant shall be deemed an assignment of this Lease. Without limiting in any way Landlord's rights herein, Landlord may specifically withhold consent to assign, transfer or sublease the Premises or any portion thereof, if (i) Tenant is in default of any of its obligations hereunder, (ii) the portion of the Premises proposed for sublease including the proposed means of ingress and egress and any proposed use thereof will violate city, town, state or federal laws (iii) the proposed use is different than indicated in Article 4, (iv) the character or financial condition of the proposed assignee or subtenant is not acceptable to Landlord, in Landlord's sole judgment, (v) the proposed subtenant is an occupant of other space owned by Landlord, (vi) the proposed subtenant is a state or federal agency or other quasi-governmental agency, or (vii) the proposed subtenant's proposed use requires the use, storage, generation or disposal of Hazardous Substances.

If Tenant proposes to assign this Lease or any interest therein or to sublet all or any portion of the Premises, Tenant shall submit to Landlord in writing the name of the proposed assignee or subtenant; the rental and terms of the proposed assignment; ownership and financial information relative to the proposed assignee or subtenant; and any other information reasonably requested by Landlord. Upon receipt of the above information, Landlord shall respond to said request within fifteen (15) business days.

Landlord may require that any assignee or sublessee become a guarantor of this Lease, but by so doing, Tenant and any other guarantor shall not be released from their obligations under this Lease.

ARTICLE 13

SUBORDINATION

Tenant agrees that this Lease and all rights of Tenant hereunder shall at all times be and remain subordinate and subject to any and all mortgages, deeds of trust and other instruments of financing or collateral financing by Landlord. Tenant shall execute a reasonable subordination, non-disturbance and attornment agreement as to any current or future mortgage-holder or secured creditor of Landlord within ten (10) days after receipt of the document from the Landlord. A failure or refusal by Tenant to execute such a subordination, non-disturbance and attornment agreements shall be a material breach of this Lease by Tenant.

In the event that a notice of lease is recorded with the Middlesex South District Registry of Deeds relative to this Lease, at such time as this Lease terminates for any reason, Landlord may sign for both parties and record an affidavit of termination. The recording of such an affidavit shall be conclusive proof of termination of this Lease as to any good faith future transferee, lessee or lender.

ARTICLE 14

ESTOPPEL CERTIFICATES

Tenant shall, at its own cost and expense, on form(s) provided by Landlord, at any time and from time to time, within fifteen (15) calendar days of a written request from the Landlord, certify by written statement, duly executed, and delivered to Landlord or any other person, firm or corporation specified by Landlord: (a) that this Lease is unmodified and in full force and effect, or, if there have been any modifications, that this Lease is in full force and effect as modified and stating the modification; (b) whether, to the actual knowledge of Tenant, there are then existing any setoffs or defenses against the enforcement of the agreements, terms, covenants or conditions hereof and any modification hereof on the part of Tenant and, if so, specifying the same; (c) the dates, if any, to which the Rent and any other charges have been paid in advance; (d) the date of expiration of the current Term of this Lease and any options to renew or extend this Lease, specifying the same; and (d) the Base Rent, Additional Rent, and other charges then payable under this Lease.

ARTICLE 15

EMINENT DOMAIN

In the event the entire Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate as of the date of such taking, and Tenant and Landlord shall thereupon be released from any liability thereafter accruing, except for Tenant's obligation to remove all of its personal property from the Premises upon termination of this Lease. In the event that any portion of the Floor Area of the Premises is taken under the power of eminent domain, or if by reason any appropriation or taking, regardless of the amount so taken, the remainder of the Premises is not one undivided parcel or property, or if access or parking requirements for Premises are adversely affected, either Landlord or Tenant shall have the right to terminate this Lease as of the date Tenant is required to vacate.

If this Lease is terminated as a result of a governmental appropriation or taking, Landlord shall be entitled to the award of compensation in such proceedings, provided that Tenant shall be entitled to that portion of the condemnation award which is attributable to Tenant's moving or relocation expenses or personal property which may be awarded in Tenant's favor. Rent and other charges for the last month of Tenant's occupancy shall be prorated, and Landlord agrees to refund to Tenant any Rent or other charges paid in advance and not previously applied to Tenant obligations.

If neither Landlord nor Tenant elects to terminate the Lease following a governmental appropriation or taking of a portion of the Premises, Tenant shall remain in that portion of the Premises which shall not have been appropriated or taken, and after such partial appropriation or taking, the Annual Rental shall be reduced on an equitable basis, taking into account the relative value of the portion taken as compared to the portion remaining; and Landlord shall be entitled to receive the total award of compensation in such proceedings.

For the purposes of this Lease, a voluntary sale or conveyance in lieu of condemnation, but under threat of condemnation shall be deemed an appropriation, or taking under the power of eminent domain.

ARTICLE 16
DESTRUCTION OF PREMISES

If the Premises or the building containing the Premises is destroyed or damaged by fire or other casualty to such an extent that it/they can be repaired and restored within ninety (90) calendar days, Landlord shall repair and restore the building and/or Premises, as applicable, to substantially their condition immediately prior to such damage or destruction. Unless Tenant caused such fire or casualty, Tenant's Rent during the period of such repair and restoration shall be abated proportionately to the extent that the Premises are rendered unusable by the Tenant.

If the building or Premises cannot be restored within ninety (90) calendar days following any casualty, Landlord and Tenant shall each have the right to terminate this Lease by notice to the other at any time within thirty (30) calendar days from the date of such casualty.

ARTICLE 17
BANKRUPTCY

Subject to applicable law, if Tenant should be adjudged as bankrupt, either by voluntary or involuntary proceedings, Landlord shall have the option to terminate this Lease, to re-enter the Premises and take possession of the Premises.

ARTICLE 18
DEFAULT AND RE-ENTRY REMEDIES

If Tenant shall default in the payment of Rent when due hereunder; or if Tenant shall be in default in performing any of the terms or provisions of this Lease other than the provisions requiring the payment of Rent, or if, Tenant takes advantage of any debtor relief proceedings under any present or future law, whereby the Rent or any part thereof, is, or is proposed to be, reduced or payment thereof deferred; or if Tenant's effects should be levied upon or attached and such levy or attachment is not satisfied or dissolved within thirty (30) days after written notice from Landlord to Tenant to obtain satisfaction thereof; then, and in any of said events, Tenant shall be in default of this Lease and Landlord, at its option and subject to applicable law, may exercise any or all of the remedies set forth below.

a. Upon the occurrence of any default as set forth herein, and following the expiration of any applicable notice and/or cure period, without timely cure by Tenant, Landlord may, at Landlord's option, declare the term of this Lease ended and enter into the Premises or any part thereof, with due process of law, evict Tenant or any person or persons occupying the Premises. Notwithstanding any termination pursuant to the above provisions or any entry or re-entry by Landlord, Tenant agrees to pay and be liable to Landlord for all Base Rent, Additional Rent and other payments required under this Lease on the dates they would become due as if this Lease had not been terminated or if Landlord had not entered or re-entered as aforesaid, and whether the Premises be relet or remain vacant in whole or in part or for a period less than the remainder of the Term, or for the whole thereof; but in the event the Premises be relet, in whole or in part by Landlord, Tenant shall be entitled to a credit in the net amount of rent received by the Landlord in reletting, after deduction of all reasonable and customary expenses, including, without limitation, attorney's fees, broker commissions and costs of reletting, incurred in reletting the Leased Premises and in collecting the rent in connection therewith.

b. Any action taken by Landlord under this Section shall not operate as a waiver of any right which Landlord would otherwise have against Tenant for Rent or otherwise, and Tenant shall remain

responsible to Landlord for any loss and/or damage suffered by Landlord by reason of Tenant's default or breach. The words "re-enter" and "re-entry" as used in this Lease are not restricted to their technical legal meaning.

c. The various rights and remedies herein granted to Landlord shall be cumulative and in addition to any other Landlord may be entitled to by law or in equity, and the exercise of one or more rights or remedies shall not impair Landlord's right to exercise any other right or remedy. In all events, Landlord shall have the right upon not less than fifteen (15) days' prior written notice to Tenant to cure any breach by Tenant which continues beyond any applicable notice and cure period set forth herein, at Tenant's sole cost and expense, and Tenant shall reimburse Landlord for such expense upon demand, plus an administrative fee of 10% of Landlord's costs.

d. If Landlord shall not be permitted to terminate this Lease as hereinabove provided because of the provisions of Title 11 of the United States Code relating to Bankruptcy, as amended (the "Bankruptcy Code"), or such other laws or regulations as may then be applicable, then, to the extent permitted by law, Tenant, as a debtor in possession or any Trustee for Tenant agrees promptly, within no more than fifteen (15) days following request by Landlord to the Bankruptcy Court, to assume or reject this Lease, and Tenant on behalf of itself, and any Trustee in Bankruptcy agrees not to seek or request any extension or adjournment of any application to assume or reject this Lease by Landlord with such Bankruptcy Court. In such event, Tenant or any Trustee for Tenant may only assume this Lease if it (i) cures or provides adequate assurance that the Trustee will promptly cure any default hereunder; (ii) compensates or provides adequate assurance that Tenant will promptly compensate Landlord for any actual pecuniary loss to Landlord resulting from Tenant's defaults; and (iii) provides adequate assurance of performance during the fully stated term hereof of all of the terms, covenants, and provisions of this Lease to be performed by Tenant. Adequate assurance of performance of this Lease as set forth hereinabove shall include, without limitation, adequate assurance (of the source of rent reserved hereunder).

e. Landlord shall in no event be in default in the performance of any of Landlord's obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days, or such additional time as is reasonably required to correct any such default, after notice by Tenant to Landlord specifying in detail wherein Tenant believes that Landlord has failed to perform any such obligation.

In addition to the damages hereinbefore set forth as a result of Tenant's default, Tenant shall pay to Landlord, as damages, all expenses, including reasonable attorneys' fees incurred by Landlord in enforcing its rights hereunder and in reletting the Premises, if applicable. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event Landlord terminates this Lease as herein provided.

TO THE EXTENT PERMITTED BY LAW, NEITHER LANDLORD NOR TENANT SHALL SEEK A JURY TRIAL IN ANY LAWSUIT PROCEEDING, COUNTERCLAIM OR ANY OTHER LITIGATION BASED UPON OR ARISING OUT OF THIS LEASE, ANY RELATED INSTRUMENT, ANY COLLATERAL OR THE DEALINGS OF THE RELATIONSHIP BETWEEN OR AMONG THE PARTIES, OR ANY OF THEM. NO PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION, IN WHICH A JURY HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY DISCUSSED BY THE PARTIES HERETO. NO PARTY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

ARTICLE 19
SURRENDER OF PREMISES

Tenant, upon expiration of this Lease, or upon earlier termination of this Lease for any reason, shall surrender the Premises to Landlord in good condition, reasonable wear and tear excepted, and free of all of Tenant's personal property, except as otherwise set forth herein. Tenant shall promptly surrender to Landlord all keys for the Premises and shall inform Landlord of the combination of any locks or safes on the Premises and any codes for security systems relative to the Premises.

ARTICLE 20
HOLDING OVER

If Tenant holds over after the Term of this Lease, Tenant shall become a tenant at sufferance and shall pay Landlord for use and occupancy in an amount equal to one hundred fifty percent (150%) of Base Rent and Additional Rent that was due for the most recent rental period during the term of the Lease, upon the terms, covenants and conditions specified in this Lease. This provision shall not imply that Tenant has any right to become a holdover tenant. Nothing herein shall be construed as granting Tenant the right to hold over at any time and Landlord may exercise any and all remedies at law or in equity to recover possession of the Premises and may collect damages resulting from such holding over, which may include consequential damages.

ARTICLE 21
FIXTURES AND PERSONAL PROPERTY

Any trade fixtures, equipment, and personal property of Tenant shall remain the property of Tenant, and Landlord agrees that Tenant shall have the right, provided Tenant is not in default under the terms of this Lease, to remove any and all of its trade fixtures, equipment, signs or other personal property which it may have stored or installed in the Premises. Tenant, at its own cost and expense, shall immediately repair any damage occasioned to the Premises by reason of the removal of any such trade fixtures, improvements, equipment and other personal property installed or attached to the Premises.

All improvements to the Premises by Tenant, including but not limited to floor coverings, carpeting and partitions, but excluding trade fixtures, draperies and signs, shall be deemed to be the property of the Landlord, unless otherwise provided herein.

Tenant shall not abandon or leave property of others in the Premises when the Lease terminates.

ARTICLE 22
REIMBURSEMENT

All covenants and terms to be performed by Tenant shall be performed by Tenant, at its own cost, and expense, and if Landlord shall pay any sum of money or do any act which requires the payment of money by reason of the failure, neglect or refusal of Tenant to perform such covenant or term, the sum or sums of money so paid by Landlord shall be considered as Additional Rent and shall be payable by Tenant to Landlord on the first month next succeeding such payment, together with interest at Bank of America's prime interest rate plus two percent (2%) per annum, but not to exceed the maximum rate permitted by law.

ARTICLE 23
NOTICES

Any notice by either party to the other shall be deemed to be duly given when delivered personally or mailed by registered or certified mail, return receipt requested, in a postpaid envelope addressed as follows, or to such other address as Tenant or Landlord may designate to the other in writing.


Tenant:

Champions Indoor Golf V Inc.

d/b/a Champions Indoor Golf

Attention:

Andrew W. Gildea



Landlord:

Danis Reading Realty Trust

Attn: George E. Danis, Trustee



ARTICLE 24
LITIGATION, COURT COSTS AND ATTORNEY'S FEES

Landlord may enforce its rights hereunder by any means allowed by law. Nothing herein contained shall be construed as limiting or precluding the recovery by Landlord against Tenant of any sums or damages to which, in addition to the damages particularly provided herein, Landlord may lawfully be entitled by reason of any default hereunder on the part of Tenant.

If Landlord is involuntarily made a party defendant in any litigation concerning this Lease by reason of any act or omission of Tenant, including, without limitation, any insolvency or bankruptcy proceeding, then Tenant shall hold Landlord harmless from all liability by reason of Tenant's act or omission, including Landlord's reasonable attorney's fees and all costs incurred by Landlord in such litigation.

In the event that any time during the Term of the Lease, Landlord shall institute any action or proceeding against Tenant relating to the provisions of this Lease, or any default hereunder, then and in that event, Landlord shall be entitled to recover from Tenant Landlord's reasonable costs, expenses and attorney's fees. Tenant agrees to submit to the jurisdiction of the courts and laws of the Commonwealth of Massachusetts.

ARTICLE 25
SALE OR ASSIGNMENT

In the event of any sale or exchange of the Premises by Landlord and assignment by Landlord of this Lease, Landlord shall be entirely free and relieved of all liability under any and all covenants and obligations contained in or derived from this Lease arising out of any act, occurrence or omission relating to the Premises of this Lease occurring after the consummation of such sale or exchange and assignment.

ARTICLE 26
ENTRY AND INSPECTION

Landlord may inspect the Premises from time to time during business hours of Tenant upon at least 24 hours' notice to Tenant (which may be verbal or may be electronically communicated), but such notice is not required in case of an emergency.

ARTICLE 27
QUIET ENJOYMENT

Landlord agrees and promises that if and so long as Tenant pays the Rent, Additional Rent and other charges due under this Lease, and fully performs its agreements and covenants of this Lease, Tenant shall peaceably and quietly have, hold and enjoy the Premises for the Term of the Lease, free from interference by the Landlord, but subject to the provisions of this Lease.

ARTICLE 28
LANDLORD'S LIEN

In addition to any statutory lien, Landlord will have and Tenant hereby grants to Landlord a continuing security interest for all sums of money, becoming due hereunder, on all goods, equipment, inventory machinery and other personal property and fixtures of Tenant. In the event of a default under this Lease, Landlord shall have, in addition to all other rights and remedies herein or by law, all rights and remedies under the Uniform Commercial Code, including without limitation the right to sell the property or fixtures at public or private sale upon five (5) business days' notice to Tenant. If Tenant has permits or licenses relative to the Premises or Tenant's use thereof, the Landlord may require that they be collaterally assigned as security for Tenant's obligation under this Lease. Tenant agrees to that Landlord may prepare and file UCC financing statements or other instruments as necessary or desirable in Landlord's discretion, with or without Tenant's separate signature, to protect and/or perfect the security interests created herein. This contractual lien shall be in addition to any statutory lien for Rent.

ARTICLE 29
BROKERAGE COMMISSIONS

Landlord and Tenant confirm that, other than Atlantic Retail Jack Lyman, as broker for Tenant, no broker(s) were involved in this Lease or any related transaction and Landlord and Tenant agree to indemnify and hold the other harmless from any loss or damage to the other if the foregoing statement is not true. Landlord agrees to pay Atlantic Retail, Jack Lyman, a broker's commission pursuant to a separate Tenant Representation Agreement between them.

ARTICLE 30
INDEPENDENT COVENANT

Tenant acknowledges and agrees that its obligation to pay Base Rent, Additional Rent and other costs due hereunder in accordance with the terms and provisions the Lease is at all times not dependent upon the condition of the Premises or the performance by Landlord of its obligations hereunder, and except as otherwise expressly provided in the Lease, Tenant shall continue to pay the Base Rent, Additional Rent and other costs due hereunder when required under the Lease without abatement, demand, counterclaim, setoff or deduction, notwithstanding any breach by Landlord of its duties or obligations hereunder, whether express or implied.

ARTICLE 32
GENERAL

Time is of the essence of this Lease.

The terms and conditions of this Lease shall be extended to and be binding upon the heirs, personal representatives, successors and assigns to the parties hereto.

This Lease and its exhibits set forth all the covenants, promises, agreements, conditions or understandings, either oral or written, between Landlord and Tenant. The submission of this Lease or a summary of some or all of its provisions for examination does not constitute a reservation of or option for the Premises or an offer to lease and no legal obligations shall arise with respect to the Premises or other matters herein until this Lease is executed and delivered by Landlord and Tenant and approved by the holder of any mortgage on the Building having the right to approve this Lease. No subsequent alteration, amendment, change or additional exhibits to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

The laws of the Commonwealth of Massachusetts shall govern the construction and enforcement of the Lease.

In the event that the holder of any mortgage or prospective mortgage on the property of which the Premises are a part shall request any modification of any of the provisions of this Lease not substantially affecting Tenant's rights, Tenant agrees it will enter into a written agreement with such holder or prospective holder, which shall effect such modification and shall provide that such modification shall become effective and binding upon Tenant and shall have the same force as an amendment to this Lease in the event of a foreclosure or other similar action taken by such holder or prospective holder. A provision directly relating to the rent payable hereunder, the duration of time hereof, or the size, use or location of the Premises shall be deemed a provision substantially affecting Tenant's rights.

Tenant agrees to, within fifteen (15) days of Landlord's request, discharge (either by payment or by filing of the necessary bond in the full amount of the lien, or otherwise) any mechanics', materialmen's or other lien against the Premises and/or Landlord's interest therein, which liens may arise out of any payment due for, or purported to be due for, any labor, services, materials, supplies or equipment alleged to have been furnished to or for Tenant in, upon or about the Premises. Tenant agrees to defend the same and indemnify Landlord against any such claim.

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

permitted by law.

This Lease shall be subordinate to any mortgage granted by Landlord on the Shopping Center property. Should the holder of a mortgage or mortgages secured in part by the Premises or any other subsequent owner of the Shopping Center become the owner of the Property by reason of the foreclosure such mortgage or the acceptance of a deed or assignment in lieu of foreclosure or by reason of any other enforcement of the mortgage, and said party succeeds to Landlord's interest in this Lease, at the option of the mortgage holder or subsequent owner, the Lease shall not be terminated or affected thereby but shall continue in full force and effect as a direct lease between Landlord's successor-in-interest and Tenant upon all of the terms, covenants and conditions set forth in the Lease and in that event, Tenant agrees to attorn to Landlord's successor-in-interest and Landlord's successor-in-interest by virtue of such acquisition of the Shopping Center shall be deemed to have agreed to accept such attornment, whereupon, subject to the observance and performance by Tenant of all the terms, covenants and conditions of the Lease on the part of Tenant to be observed and performed, Landlord's successor-in-interest shall recognize the leasehold estate of Tenant under all of the terms, covenants and conditions of the Lease for the remaining balance of the term with the same force and effect as if Landlord's successor-in-interest were the Landlord under the Lease.

Tenant agrees that all repairs, alterations, additions, improvements, installations and other work other than its ordinary course of business done upon or about the Premises by it or anyone claiming under it, will be done by persons compatible to persons engaged by the Landlord to perform work on or about the Shopping Center so that all such work will be done or carried on in such manner as to avoid or prevent labor disputes. Tenant agrees that any roof penetrations will be performed by Landlord's roofing contractor at Tenant's sole cost and expense.

No payment by Tenant or receipt by Landlord of a lesser amount than the rental herein stipulated shall be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed on accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided for in this lease or available at law or in equity.

Tenant shall have ninety (90) days from the execution of this Lease to apply for and obtain a liquor license for use in its business operations at the Premises. Tenant shall pursue such application diligently and shall notify Landlord at least one week in advance of all public hearings in connection with such application. If, despite diligent efforts, Tenant is unable to obtain such a liquor license within such ninety (90) day period, Tenant shall have the right to terminate this Lease by written notice to Landlord, whereupon Tenant's security deposit and prepaid rent shall be returned to Tenant.

IN WITNESS WHEREOF, the parties have set their hands and seals on July 22nd, 2025. The signatory for a party represents and warrants to the other that such signatory has full authority to bind such party to this Lease.

TENANT:

Champions Indoor Golf Inc.

By Andrew W. Gildea

Andrew W. Gildea

LANDLORD:

Danis Reading Realty Trust

By _____

George E. Danis, Trustee, not individually

Exhibits:

Exhibit A - Description or plan of Premises

Exhibit B - Restrictive Covenants from Demoulas Super Markets, Inc. Lease

Exhibit C - Rules and Regulation by which the Tenant must abide

Exhibit D - Landlord's Work

Exhibit E- Pylon Sign

AG

PERSONAL GUARANTEE

To induce Danis Reading Realty Trust ("Landlord") to execute the attached Lease for the below-described premises, and at the request of the undersigned, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Guarantor, and in consideration of the making of the lease agreement by and between George E. Danis, as Trustee of Danis Reading Realty Trust, as Landlord, and 7/22/25 dated of even date herewith, for the premises consisting of approximately 6,645 leasable square feet located in Unit 90 of the 128 Marketplace Shopping Center, One General Way, Reading, Massachusetts as more particularly described in the Lease (hereinafter referred to as the "Lease"), the undersigned hereby unconditionally guarantees to the Landlord and its successors and assigns, without deduction by reason of setoff, defense or counterclaim the full and prompt payment of all rent, additional rent and all other sums required to be paid by Tenant under the Lease ("Guaranteed Payments") and the full and faithful performance of as, conditions, covenants, obligations and agreements contained in the Lease on the Tenant's part to be performed ("Guaranteed Obligations") and the undersigned further promises to pay all of the Landlord's actual third-party costs and expenses (including reasonable attorney's fees and costs) incurred in endeavoring to collect the Guaranteed Payments or to enforce the Guaranteed Obligations or incurred in enforcing this Guaranty as well as all damages which Landlord may suffer in consequence of any default or breach under the Lease or this Guaranty.

The liability of the undersigned under this Guaranty shall in no way be affected or impaired by any failure or delay in enforcing any Guaranteed Payment or Guaranteed Obligation or this Guaranty or any security therefor or in exercising any right or power in respect thereto, or by any compromise, waiver, settlement, change, subordination, modification or disposition of any Guaranteed Payment or Guaranteed Obligation or of any security therefor.

The undersigned waives presentment, protest, demand, notice of dishonor or default, notice of acceptance of this Guaranty, notice of any extensions granted or other action taken in reliance hereon and all demands and notices of any kind in connection with this guaranty or any Guaranteed Payment or Guaranteed Obligation. This Guaranty shall be continuing, absolute and unconditional and remain in full force and effect until all Guaranteed Payments are made, all Guaranteed Obligations are performed, and all obligations of the undersigned under this Guaranty are fulfilled except to extent otherwise provided in the Lease. This Guaranty shall also bind the heirs, personal representatives, successors and assigns of the undersigned and inure to the benefit of Landlord, its successors and assigns. This Guaranty shall be construed according to the laws of the Commonwealth of Massachusetts.

If Tenant shall at any time default in the performance or observance of any of the terms, covenants or conditions in the Lease contained on Tenant's part to be kept, performed or observed, Guarantor will keep, perform and observe same, as the case may be, in the place and stead of Tenant. Guarantor agrees to pay to Landlord any and all reasonable and necessary incidental damages and expenses incurred by Landlord as a direct and proximate result of Tenant's failure to perform, which expenses shall include reasonable attorney's fees. Guarantor further agrees to pay to Landlord interest on any and all sums due and owing Landlord, by reason of Tenant's failure to pay same, at the highest rate allowed by law at the time of payment.

The obligations of Guarantor hereunder shall not be released by Landlord's receipt, application or release of any security given for the performance and observance of any covenant or condition contained in the Lease on Tenant's part to be performed or observed.

Ac

The liability of Guarantor hereunder shall in no way be affected by (a) the release or discharge of Tenant in any creditor's receivership, bankruptcy or other proceeding; (b) the impairment, limitation or modification of the liability of Tenant or the estate of Tenant in bankruptcy, or of any remedy for the enforcement of Tenant's liability under the Lease resulting from the operation of any present or future provision of the national Bankruptcy Act or other statute or from the decision in any court; (c) the rejection or disaffirmance of the Lease in any such proceedings; (d) the assignment or transfer of the Lease by Tenant; (e) any disability or other defense of Tenant; (f) the cessation from any cause whatsoever of the liability of Tenant; (g) the exercise by Landlord of any of its rights or remedies reserved under the Lease or by law; or (h) any termination of the Lease.

Until all of the covenants and conditions in the Lease on Tenant's part to be performed and observed are fully performed and observed, Guarantor subordinates any liability or indebtedness of Tenant now or hereafter held by Guarantor to the obligations of Tenant to Landlord under the Lease. This Guaranty shall apply to the Lease, any extension, renewal, modification or amendment thereof, and to any assignment, subletting or other tenancy thereunder or to any holdover term following the Term granted under the Lease or any extension or renewal thereof. No delay on the part of Landlord in exercising any right hereunder or under the Lease shall operate as a waiver of such right or of any other right of Landlord under the Lease or hereunder, nor shall any delay, omission or waiver on any one occasion be deemed a bar to a waiver of the same or any other right on any future occasion.

If there is more than one undersigned Guarantor, this Guaranty shall be binding on each and every one of the undersigned jointly and severally liable hereunder; and Landlord shall have the right to join one or all of them in any proceeding or to proceed against them in any order. Guarantor submits to the jurisdiction of the courts and laws of the Commonwealth of Massachusetts and court action shall be initiated and held in Massachusetts.

LANDLORD AND GUARANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHT TO TRIAL BY JURY OF ANY CAUSE OF ACTION, CLAIM, COUNTERCLAIM OR CROSS-COMPLAINT IN ANY ACTION, PROCEEDING AND/OR HEARING BROUGHT BY EITHER LANDLORD AGAINST TENANT OR TENANT (OR GUARANTOR) AGAINST LANDLORD ON ANY MATTER WHATSOEVER ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THE LEASE, THIS GUARANTY, THE RELATIONSHIP OF LANDLORD AND TENANT (AND GUARANTOR).

THIS PERSONAL GUARANTEE SHALL EXPIRE AT THE END OF THE FIFTH YEAR OF THE LEASE AGREEMENT

IN WITNESS WHEREOF, the undersigned has executed this guaranty as a sealed instrument on

7/22, 2025

Rylie Amrhein
Witness Signature

Andrew W. Gildea
Guarantor Signature Andrew W. Gildea

Rylie Amrhein
Print Witness Name

Address:



AB

EXHIBIT A

Premises
Sketch Plan

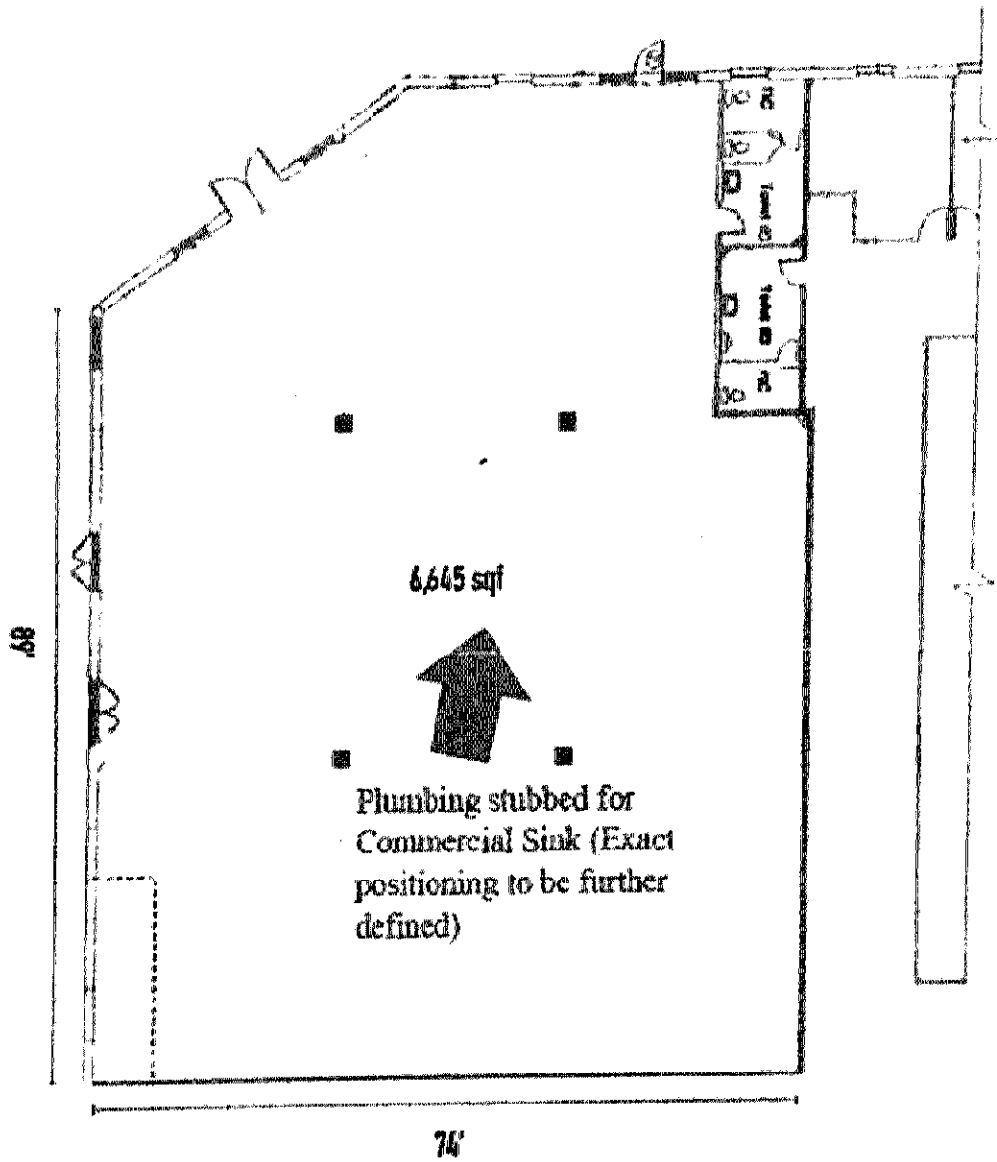


EXHIBIT B

Restrictive Covenants

Provisions of Demoulas Super Markets Inc. Lease Relating to Other Tenants. The Tenant's uses and conduct must conform to these restrictions.

EXHIBIT B

SECTION 9.2 Restrictions on Other Premises. Except as provided to the contrary below, the other premises in the Shopping Center may be used for any lawful retail purpose (except that 75,000 square feet, or so much as is required by applicable zoning or other governmental regulation, of the Shopping Center, may be used for light manufacturing, light assembly, and/or warehouse and/or storage purposes). However, in no event shall any part of other premises in the Shopping Center be used for any purpose or business which is noxious or offensive because of the emission of noise, smoke, dust or odors.

SECTION 9.2(a) For so long as the demised premises are used as a supermarket, Landlord will not lease, use, nor permit to be used, any other portions of the Shopping Center (other than the demised premises) as a supermarket, or grocery store, or superette or a convenience store, or for the sale of food intended to be consumed off the premises, such as, but not limited to, a delicatessen, meat, produce or fish store or department. The restriction on the sale of food for off-premises consumption shall not be applicable to takeout orders of prepared foods from restaurants which also serve food prepared on their premises for on-premises consumption. Further, notwithstanding the restriction on the sale of food for off-premises consumption, other tenants, including, without limitation, drug stores or pharmacies, shall have the right to sell foods and nonalcoholic beverages as incidental to their primary business in an area which is the lesser of 5% of such tenant's sales area or 500 square feet, and further provided that such sales shall not include fresh or frozen meat, fish, poultry, produce, eggs or milk (except that milk in an area not to exceed one (1) cooler section; soda, juice, water, chilled drinks and other items which require refrigeration in not more than three (3) cooler sections; and 32 linear feet for so-called "dry foods" may be sold by a full-service drug store or pharmacy). Further, any department store or discount store containing over 50,000 square feet shall have the right to use up to 2,000 square

11/22/06 DRRT Lease
3:00 p.m.

feet for the sale of snack foods and non-alcoholic beverages, but not for the sale of fresh or frozen meat, fish, poultry, produce, eggs or milk.

SECTION 9.2(b) Landlord and Tenant agree that no premises in the Shopping Center (including the demised premises) shall be used for the following prohibited uses:

"Prohibited Uses" shall mean any of the following uses:

1. Any use which emits or results in strong, unusual or offensive odors, fumes, dust or vapors, is a public or private nuisance, emits noise or sounds which are objectionable due to intermittence, beat, frequency, sharpness or loudness, creates a hazardous condition, or is used, in whole or in part, as or for warehousing or the dumping or disposing of garbage or refuse; 2. Any operation primarily used as a storage facility and any assembling, manufacturing, distilling, refining, smelting, agricultural, or mining operation (except that 76,000 square feet, or so much as is required by applicable zoning or other governmental regulation, of the Shopping Center, may be used for light manufacturing, light assembly, and/or warehouse and/or storage purposes); 3. Any "second hand" store, "surplus" store (except that this prohibition shall not be applicable to an antique store so long as such antique store is operated and merchandised in a manner consistent with a first-class shopping center); 4. Any mobile home park, trailer court, labor camp, junkyard, or stockyard; 5. Any dumping, disposing, incineration, or reduction of garbage (exclusive of trash compactors or trash containers located near the rear of any building); 6. Any "fire sale" (unless following an actual fire), bankruptcy sale (unless pursuant to a court order), auction house operation, fictitious going-out-of-business sale, lost-our-lease sale or similarly advertised event; 7. Any central laundry, dry cleaning plant, or laundromat (except that a dry cleaner that performs all dry cleaning outside the Shopping Center shall be permitted); 8. Any automobile, truck, trailer, boat, or recreational vehicle sales, leasing, display or body shop repair operation; 9. Any bowling alley or skating rink; 10. Any live performance theater, auditorium, meeting hall, sporting event, or other entertainment use; 11. Any living quarters, sleeping apartments, or lodging rooms; 12. Any veterinary hospital or animal raising or boarding facilities or any establishment selling pets or specializing in the sale of pet supplies (i.e. Petco); 13. Any mortuary or funeral home; 14. Any "Pornographic Use", which shall include, without limitation: (x) a store displaying for sale or exhibition books, magazines or other publications containing any combination of photographs, drawings or sketches of a sexual nature, which are not primarily scientific or educational [provided, however, that the sale of books, magazines and other publications by a national bookstore of the type normally located in first-class shopping centers in the State in which the Shopping Center is located (such as, for example, Borders and Barnes & Noble, as said stores currently operate) shall not be deemed a "pornographic use" hereunder]; or (y) a store offering for exhibition, sale or rental of any other medium capable of projecting, transmitting or reproducing, independently or in conjunction with another device, machine or equipment, an image or series of images, the content of which has been rated or advertised generally as NC-17 or "X" or unrated by the Motion Picture Rating Association, or any successor thereto [provided, however, that the sale or rental of such videos by a national video store of the type normally located in first-class shopping centers in the State in which the Shopping Center is located (such as, for example, Blockbuster or West Coast Video, as said stores currently operate) shall not be deemed a "pornographic use" hereunder]; or massage parlor [except for therapeutic massages given in connection with the operation of a day spa or health

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11/22/06 DRRT Lease

3:00 p.m.

club which may otherwise be permitted); 15. Any so-called "head shop", or other establishment primarily selling or exhibiting drug-related paraphernalia; 16. Any bar, tavern, or other establishment selling alcoholic beverages for on-premises consumption (unless same is a part of a restaurant that is permitted hereunder); 17. Any catering or banquet hall; 18. Any flea market located within 300 lineal feet of the demised premises, amusement or video arcade, pool or billiard hall, night club, discotheque, or dance hall; 19. Any training or education facility, including but not limited to: beauty schools, barber colleges, reading rooms, places of instruction or other operations catering primarily to students or trainees rather than to customers; provided, however, this prohibition shall not be applicable to on-site employee training by an occupant incidental to the conduct of its business at the Shopping Center; 20. Any gambling facility or operation, including but not limited to: off-track or sports betting parlor, table games such as black-jack or poker, slot machines; video poker/black-jack/keno machines or similar devices; or bingo hall. Notwithstanding the foregoing, this prohibition shall not apply to governmental sponsored gambling activities, or charitable gambling activities, so long as such governmental and/or charitable activities are incidental to the business operation being conducted by the occupant; 21. Any unlawful use; 22. Any pawn shop, gun shop, or tattoo parlor; 23. Any church or other place of religious worship; 24. Any car wash, automobile repair shop, or any business servicing motor vehicles in any respect, including, without limitation, any quick lube oil change service, tire center or gasoline or service station or facility; 25. Any carnival, amusement park or circus; 26. Any medical clinics or medical offices located within 200 lineal feet of the demised premises; 27. Health spa, exercise facility or similar type of business within 300 lineal feet of the demised premises; 28. Any office use located within 200 lineal feet of the demised premises, other than: (x) office space used in connection with and ancillary to a permitted retail use hereunder; (y) business offices for Landlord and related entities; and (z) retail offices providing services commonly found in similar first-class shopping center (for example, financial services, real estate brokerage, insurance agency, banking, travel agency) 29. Hotel/motel; 30. Daycare center; 31. Veterinary office; 32. Children's entertainment or activity facility such as "Discovery Zone", or "Chuck E Cheese's", except that a children's entertainment or activity facility may operate as an incidental activity in a retail establishment and is not located within 300 lineal feet of the demised premises; 33. Karate center; 34. Movie theater; or 35. Restaurant serving meals for on- or off- premises consumption, except that a restaurant shall be permitted of such size and type and in such location as shall not materially interfere with Tenant's supermarket business. Notwithstanding the above, all uses of tenants occupying the Shopping Center as of the date of this Lease, which uses are set forth on Exhibit I, shall be allowed uses at the Shopping Center until and unless such use is discontinued for a period in excess of one (1) year.

SECTION 9.2(c) For the purpose of this Article, (i) the "floor area" of any premises shall include the ground coverage of any "garden shop" or "outdoor selling area" (whether or not enclosed or covered) which is or may be used in the conduct of business by the occupant of such premises, and (ii) "selling space" shall be measured to the interior faces of adjoining walls and to the exterior lines of adjoining aisles.

SECTION 9.2(d) If any of the restrictions or prohibitions set forth in Section 9.2(a) shall be violated, Tenant shall be entitled to seek all remedies available to it, at law and in equity, because of such violation. If Tenant shall obtain any judgment against Landlord for damages because of any such violation, Tenant shall have the right to withhold sums from rent installments to the

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11/22/06 DBRT Lease
3:00 p.m.

extent authorized by a final court order, until such judgment is satisfied in full. Further, in the event that the Tenant gives Landlord notice of any such violation by any entity other than Landlord, unless Landlord determines in good faith that such a violation does not exist, Landlord shall promptly deliver notice to such violating entity and if the violation continues for more than 15 days after the giving of notice, Landlord shall within 10 days commence appropriate legal proceedings and continue vigorously to prosecute the same to enjoin and prohibit any such violation. If Landlord fails to commence or fails thereafter to vigorously prosecute the same, Tenant shall have the right to elect to conduct and prosecute such legal proceedings to enjoin or otherwise stop such violation in its own and/or Landlord's name and at Landlord's expense. Further, Tenant shall have the right to collect from Landlord any and all costs and expenses incurred in enforcing its rights hereunder, including attorney's fees, unless pursuant to a final Court Order it is determined that no such violation existed.

EXHIBIT C

128 MARKETPLACE TENANT RULES AND REGULATIONS

1. Any construction or maintenance activity involving roof access must be completed by a contractor preapproved by Landlord, a list of pre-approved subcontractors by Landlord will be provided upon request. Tenant may submit subcontractors for approval.
2. Landlord requires 24-hour notice prior to any construction or maintenance activities. In the event of an emergency please contact Landlord immediately to coordinate.
3. No sub contractor or Tenant representative shall do any work for the Tenant that would cause a ladder or any other apparatus to be put against or on the façade of the building.
4. Absolutely NO SOLICITING.
5. NO PETS are allowed in the center (whether in common area or in demised spaces unless that pet is needed for medical assistance).
6. Tenant shall not deface or modify any part of the Premises or Shopping Center, erect any advertising or promotional signs, affix signs or other material on the premises or in and around the Shopping Center without the Landlord's prior written consent. No banners, handmade or otherwise non-professional, will be allowed. NO HANDWRITTEN SIGNS, NO "GOING OUT OF BUSINESS OR "STORE CLOSING" SIGNS ARE ALLOWED.
7. All signs must be approved by Landlord and if necessary, the Town of Reading in accordance with applicable regulations. It is the Tenant's responsibility to follow all Town regulations and any violations to the Landlord as a result of Tenant's actions will be the responsibility of the Tenant.
8. The Landlord has the right to designate Trash Dumpster locations and quantities of dumpsters allowed by Tenant.
9. Tenant agrees to maintain the physical appearance of the Premises in a neat, clean (including glass windows) and in good repair, to assure the professional appearance and conduct of its employees at all times.
10. Tenant shall not block or obstruct any of the entries, passages, sidewalks, doors or Common Area of Shopping Center or parking facilities. All deliveries shall be received through the common loading areas. Each Tenant shall only utilize one loading bay at a time; the Landlord reserves the right to restrict times for loading access, no overnight vehicle parking (Tenant or employees) at the loading area or on the center unless approved by Landlord.
11. Landlord shall not be responsible for loss of stolen property, equipment, money or article taken from Premises regardless of how or when loss occurs.
12. Tenant shall take all necessary measures to prevent odors from emanating from the Premises.

13. All boxes are to be broken down before being placed in dumpsters.
14. Any wet trash, including but not limited to food debris, shall be placed in plastic bags and tied before being placed in trash.
15. The Tenant shall not cause any noise, vibration, electrical or magnetic interference, or any other nuisance to any other tenants or the Shopping Center.
16. Tenant shall report, as soon as practicable to the Landlord any theft, accident or unauthorized solicitation that has occurred in the demised premises of the shopping center.
17. In the event of any conflict between the terms of the lease and the "rules and regulations", the applicable provisions of the Lease shall control.
18. Tenant shall be responsible for the compliance with these rules and regulations by its employees, agents and customers.
19. Landlord reserves the right, without the approval of Tenant, to add new rules and regulations, and to waive, rescind, add to and amend any rules or regulations with respect to any Tenant or Tenants.

EXHIBIT D

LANDLORD'S WORK

UNIT#90

Specifications:

- Existing Two (2) ADA bathrooms
- Track lights, painted black. (18 of them per Exhibit A)
- Electric 200 Amps 120V to the space
- One Inch (1") Water Line
- Demolish and remove non-structural interior walls
- Plumbing stubbed for a commercial sink (see location on Exhibit A).
- New 12 Ton HVAC RTU (May be ordered after liquor license is secured and Tenant proceeds with Lease)
- Premises and Common Areas to comply with all applicable building codes, ADA requirements, and other laws, including but not limited to entrance/exit doors, restrooms, and the path of travel to accessible parking spaces.
- Remove any hazardous materials if any, located at Premises or affecting Premises.

Landlords work is expected to be completed 5 months after lease execution.

NOTE :

The Occupancy Permit will be the responsibility of the TENANT including any additional drawings or information required for the permit.

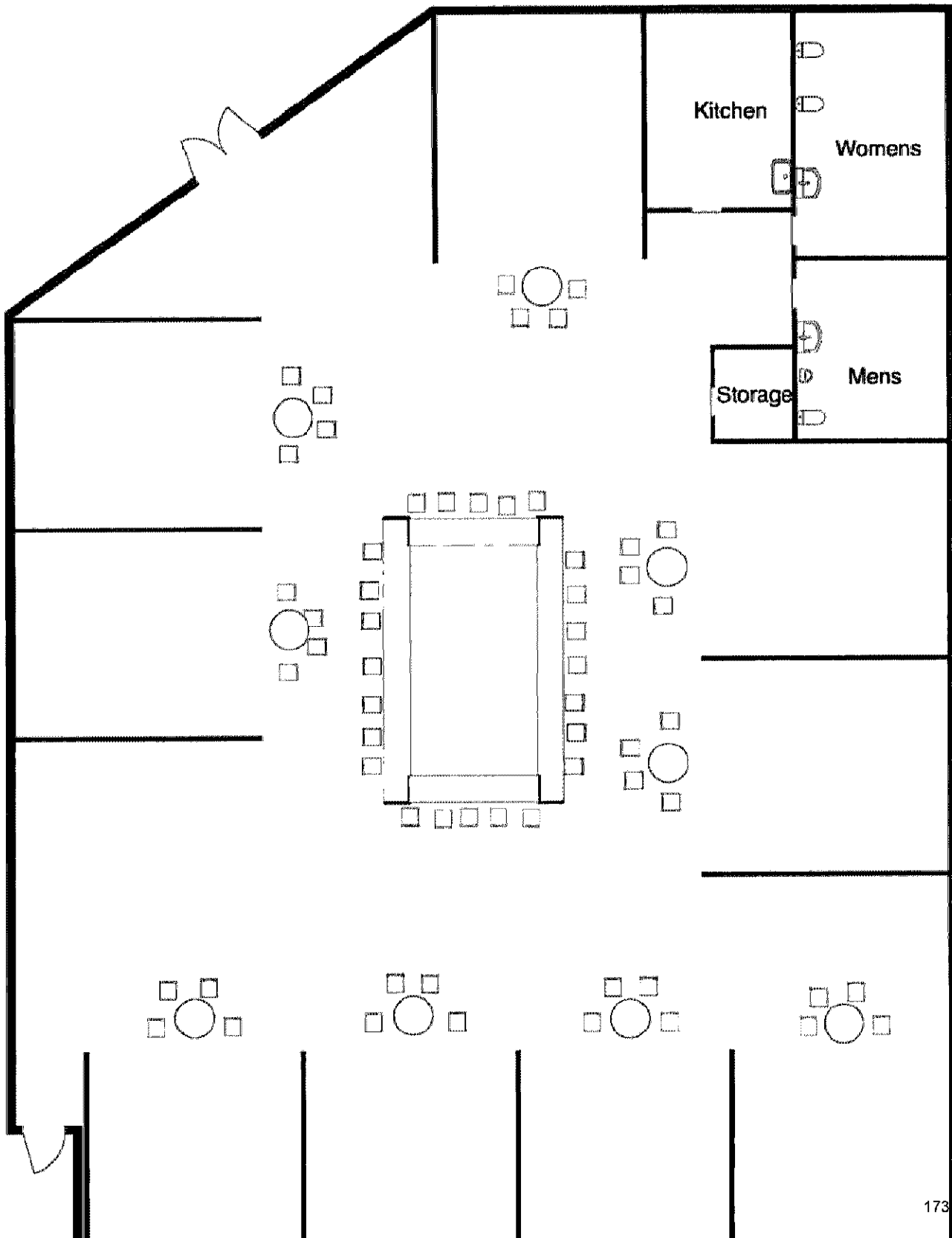
Exhibit E

Pylon sign



AG

reading updated
1. Floor



Legal Notice



Town of Reading

To the Inhabitants of the Town of Reading:

Please take notice that the Select Board of the Town of Reading will hold a public hearing on Tuesday, September 16, 2025 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 Restaurant License located at 26 Walkers Brook Drive, Reading, MA from Kok Inc., d/b/a Oye's to Yutao Inc., d/b/a Oye's Restaurant and Bar.

A copy of the proposed documents regarding this topic will be in the Select Board packet on the website at 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 September 16, 2025 to townmanager@readingma.gov.

By order of
Matthew A. Kraunelis
Town Manager



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/

EXECUTIVE SUMMARY

Transfer of License for Kok Inc.

d/b/a Oye's Restaurant and Bar, located at 26 Walkers Brook Drive

September 4, 2025

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 Retail Alcoholic Beverage License for the Liquor License #00032-RS-1016.

The current location of this license is 26 Walkers Brook Drive, and the current licensee is Kok Inc. The proposed transferee is Yutao Inc. The store will continue to be at the same location.

Principals:

- Zemin Wu
- Pengcheng Yu
- Jia Yu Zheng
- Weizhu Zheng
- Huiguang Yu

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

Respectfully Submitted,

Lt. Det. Richard Abate
Criminal Division Commander

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.



Transaction Processed Successfully.

INVOICE # [REDACTED]

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	YUTAO INC.	\$200.00
		\$200.00

Total Convenience Fee: \$5.18

Date Paid: 8/22/2025 10:25:09 AM EDT

Total Amount Paid: \$205.18

Payment On Behalf Of

License Number or Business Name:
YUTAO INC.

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
YANDI

Last Name:
HUANG

Address:
[REDACTED]

City:
[REDACTED]

State:
[REDACTED]

Zip Code:
[REDACTED]

Email Address:
[REDACTED]



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 YUTAO INC.

ADDRESS 26 WALKERS BROOK DR

CITY/TOWN READING

STATE MA

ZIP CODE 01867

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. pub / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. license/stock) |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members / LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | | <input type="checkbox"/> Other | <input type="checkbox"/> 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



Commonwealth of Massachusetts
Department of Revenue
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L1001210336
Notice Date: July 15, 2025
Case ID: 0-002-967-302



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



KOK INC
26 WALKERS BROOK DR
READING MA 01867-3224

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, KOK INC dba: OYE'S RESTAURANT AND BAR 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, Monday through Friday, 9:00 a.m. to 4:00 p.m.

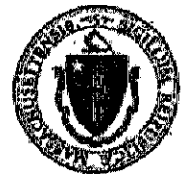
Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

Department of Unemployment Assistance
Commonwealth of Massachusetts
Executive Office of Labor & Workforce Development



Certificate of Compliance

KOK, INC
26 WALKERS BROOK DR
READING MA 01867-3224

Date: July 16, 2025

Letter ID:

Employer ID (FEIN):

The Department of Unemployment Assistance certifies that as of 15-Jul-2025, KOK, INC 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 on 14-Aug-2025.

Sincerely,

Katie Dishnica

Katie Dishnica, Director
Department of Unemployment Assistance

Questions?
Revenue Enforcement Unit
Department of Unemployment Assistance
Email us: Revenue.Enforcement@mass.gov
Call us: (617) 626-5750

<https://unemployment.mass.gov/Employers>

Ref: aL1001



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

READING

1. TRANSACTION INFORMATION

☒ Transfer of License

☐ Alteration of Premises

☐ Change of Location

☐ Management/Operating Agreement

☐ Pledge of Inventory

☐ Pledge of License

☐ Pledge of Stock

☐ Other

☐ Change of Class

☐ Change of Category

☐ Change of License Type
(§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.

APPLY TO TRANSFER THE FULL LIQUOR LICENSE FROM KOK INC. TO YUTAO INC.

2. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES

TYPE

CATEGORY

CLASS

On-Premises

§12 Restaurant

All Alcohol

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

YUTAO INC.

DBA

OYE'S RESTAURANT & BAR

Manager of Record

ZEMIN WU

Street Address

26 WALKERS BROOK DR., READING, MA 01867

Phone

Email

Add'l Phone

N/A

Website

N/A

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.

THE PREMISES HAS APPROXIMATELY 4517 SQ.FT. FIRST FLOOR RESTAURANT WITH DINING AREA AND SEPARATE KITCHEN AND TWO RESTROOMS.

Total Sq. Footage

4517

Seating Capacity

100

Occupancy Number

115

Number of Entrances

1

Number of Exits

2

Number of Floors

1

APPLICATION FOR A TRANSFER OF LICENSE

5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

Transferor Entity Name **KOK INC.** By what means is the license being transferred? **Purchase**

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

Name of Principal	Title/Position	Percentage of Ownership
WAN FENG YE	PRESIDENT/DIRECTOR	80%
Name of Principal	Title/Position	Percentage of Ownership
JIAN QING ZHENG	TREASURER/SECRETARY	20%
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership

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
ZEMIN WU
 Title and or Position
 PRESIDENT/TREASURER/SECRETARY/DIRECTOR/SHAREHOLDER
 Name of Principal
PENGCHENG YU
 Title and or Position
 DIRECTOR/SHAREHOLDER
 Name of Principal
JIA YU ZHENG
 Title and or Position
 DIRECTOR/SHAREHOLDER
 Name of Principal
WEIZHU ZHENG
 Title and or Position
 SHAREHOLDER

APPLICATION FOR A TRANSFER OF LICENSE

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

Name of Principal		Residential Address		SSN		DOB	
HUIGUANG YU							
Title and or Position		Percentage of Ownership		Director / LLC Manager		MA Resident	
SHAREHOLDER				<input type="radio"/> Yes <input type="radio"/> No		<input type="radio"/> Yes <input type="radio"/> No	
Name of Principal		Residential Address		SSN		DOB	
Title and or Position		Percentage of Ownership		Director / LLC Manager		MA Resident	
				<input type="radio"/> Yes <input type="radio"/> No		<input type="radio"/> Yes <input type="radio"/> No	

Additional pages attached? ☐ Yes ☒ No

CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☒ No

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality

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	Municipality

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

Corporation

Date of Incorporation 05/02/2025

State of Incorporation

Massachusetts

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

Lease

Landlord Name

TWO WALKERS BROOK CROSSING LLC

Landlord Phone

Landlord Email

Landlord Address

800 BOYLSTON ST., SUITE 1300, BOSTON, MA 02199

Lease Beginning Date

TBD

Rent per Month

16261.20

Lease Ending Date

07/31/2035

Rent per Year

195134.40

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:

RUSSELL CHIN, ESQ.

Phone

Title:

Attorney

Email

APPLICATION FOR A TRANSFER OF LICENSE

10. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	0
B. Purchase Price for Business Assets	640000
C. Other* (Please specify)	0
D. Total Cost	640000

*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
YUTAO INC.	600000.00
JIA Y ZHENG	30000
ZEMIN WU, JIA Y ZHENG, PENGCHENG YU, WEIZHU ZHENG, HUI GUANG YU	10000
Total:	640000

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.
NONE			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

FINANCIAL INFORMATION

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

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 **ZEMIN WU**

Date of Birth [REDACTED]

Residential Address [REDACTED]

Email [REDACTED]

Please indicate how many hours per week you intend to be on the licensed premises **40+**

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen/Qualified Alien under the Immigration and Nationality Act? ☒ Yes ☐ No

If yes, attach one of the following documents: US Passport, Voter's Certificate, Birth Certificate, Naturalization Papers, Permanent Resident Card "Green Card," or Employment Authorization Document.

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.

[REDACTED]

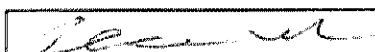
D. PRIOR DISCIPLINARY ACTION

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

08/14/2025

13. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement?
If yes, please fill out section 13.

☐ Yes ☒ No

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

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

13A. MANAGEMENT ENTITY

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

Entity Name	Address	Phone
<input type="text"/>	<input type="text"/>	<input type="text"/>

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

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

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

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

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

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?
If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☐ No

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

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

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

Name	License Type	License Name	Municipality

13C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

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

Name	License Type	License Name	Municipality

13D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

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

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

Licensee Name	License Type	Municipality	Date(s) of Agreement

13E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

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

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

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

13F. TERMS OF AGREEMENT

a. Does the agreement provide for termination by the licensee?

Yes ☐ No ☐

b. Will the licensee retain control of the business finances?

Yes ☐ No ☐

c. Does the management entity handle the payroll for the business?

Yes ☐ No ☐

d. Management Term Begin Date

e. Management Term End Date

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

☐ \$ per month/year (indicate amount)

☐ % of alcohol sales (indicate percentage)

☐ % of overall sales (indicate percentage)

☐ other (please explain)

ABCC Licensee Officer/LLC Manager

Signature:

Title:

Date:

Management Agreement Entity Officer/LLC Manager

Signature:

Title:

Date:

ADDITIONAL INFORMATION

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

APPLICANT'S STATEMENT

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

of YUTAO INC.
Name of the Entity/Corporation

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

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

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

Signature: 

Date: 08/14/2025

Title: PRESIDENT

CORPORATE VOTE

The Board of Directors or LLC Managers of

YUTAO INC.

Entity Name

duly voted to apply to the Licensing Authority of

READING

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

08/13/2025

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. pub / restaurant) | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock) |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement |
| <input type="checkbox"/> Change of Officers /
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members / LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | <input type="checkbox"/> Other | | <input type="checkbox"/> Change of DBA |

"VOTED: To authorize

ZEMIN WU

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

ZEMIN WU

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,



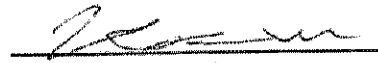
Corporate Officer /LLC Manager Signature

ZEMIN WU

(Print Name)

For Corporations ONLY

A true copy attest,



Corporation Clerk's Signature

ZEMIN WU

(Print Name)

ADDENDUM A

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

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, LLP Partners, Trustees etc.).

Entity Name

Percentage of Ownership in Entity being Licensed
(Write "NA" if this is the entity being licensed)

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director / LLC Manager

☐ Yes ☐ No

US Citizen

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director / LLC Manager

☐ Yes ☐ No

US Citizen

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director / LLC Manager

☐ Yes ☐ No

US Citizen

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director / LLC Manager

☐ Yes ☐ No

US Citizen

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director / LLC Manager

☐ Yes ☐ No

US Citizen

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director / LLC Manager

☐ Yes ☐ No

US Citizen

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director / LLC Manager

☐ Yes ☐ No

US Citizen

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?
If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☒ No

**The Commonwealth of Massachusetts, William Francis Galvin
Corporations Division**

One Ashburton Place - Floor 17, Boston MA 02108-1512 | Phone: 617-727-9640

Articles of Organization

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

Minimum Filing Fee:
\$250.00

Identification Number: (number will be assigned)

ARTICLE I

The exact name of the corporation is:

YUTAO INC.

ARTICLE II

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

TO OPERATE A FULL-SERVICE RESTAURANT; TO ENGAGE IN ANY LAWFUL BUSINESS PURSUANT TO G.L. CHAPTER 156D.

ARTICLE III

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

Class of Stock	Par value per share (Enter 0 if no Par)	Total authorized number of shares	Total authorized par value	Total issued and outstanding number of shares

ARTICLE IV

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

NOT APPLICABLE.

ARTICLE V

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

TRANSFER RESTRICTIONS. ALL CERTIFICATES FOR SHARES OF STOCK SHALL BE SUBJECT TO SUCH STOCK-TRANSFER ORDERS AND OTHER RESTRICTIONS AS THE BOARD OF DIRECTORS MAY DEEM ADVISABLE UNDER THE RULES, REGULATIONS,

AND OTHER REQUIREMENTS OF THE BOARD OF DIRECTORS, ANY STOCK EXCHANGE UPON WHICH THE STOCK IS THEN LISTED, AND ANY APPLICABLE FEDERAL OR STATE SECURITIES LAW, AND THE BOARD OF DIRECTORS MAY CAUSE A LEGEND OR LEGENDS TO BE PLACED ON ANY SUCH CERTIFICATES TO MAKE APPROPRIATE REFERENCE TO SUCH RESTRICTIONS.

ARTICLE VI

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

ARTICLE VII

The effective date of organization shall be the date and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a later effective date is desired, specify such date, which may not be later than ninety (90) days from the date and time of filing

Later Effective Date (mm/dd/yyyy):

Time (HH:MM)

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the articles of organization.

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

Agent name: ZEMIN WU

Number and street:

Address 2:

City or town:

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

Title	Individual Name	Address
PRESIDENT	ZEMIN WU	
TREASURER	ZEMIN WU	
SECRETARY	ZEMIN WU	
DIRECTOR	ZEMIN WU	
DIRECTOR	PENGCHENG YU	
DIRECTOR	JIA YU ZHENG	

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

January 31

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

FULL SERVICE ASIAN ASIAN RESTAURANT WITH BAR SERVICE.

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

Number and street: 26 WALKERS BROOK DR.

Address 2:

City or town: READING State: MA Zip code: 01867

Country: UNITED STATES

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

Number and street: 26 WALKERS BROOK DR.

Address 2:

City or town: READING State: MA Zip code: 01867

Country: UNITED STATES

Which is:

☒ its principal office

☐ an office of its transfer agent

☐ an office of its secretary/assistant secretary

☐ its registered office

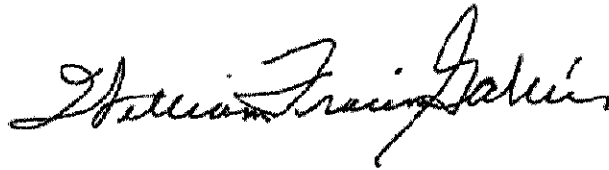
Signed this 2 Day of May, 2025 at 15:05 PM by the incorporator(s). (If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)

RUSSELL CHIN

THE COMMONWEALTH OF MASSACHUSETTS

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

May 02, 2025 03:20 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, stylized "G" at the end.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

The first part of the paper discusses the importance of the research and the objectives of the study. It then presents a literature review of the existing research on the topic. The next section describes the methodology used in the study, including the data sources and the statistical techniques employed. The results of the study are then presented, followed by a discussion of the findings and their implications. The paper concludes with a summary of the main points and a list of references.

The research was conducted using a quantitative approach, with data collected from a survey of 1,000 participants. The survey was designed to measure the levels of various factors related to the research topic. The data was then analyzed using statistical software to identify patterns and relationships. The results of the analysis are presented in the form of tables and graphs, which are discussed in detail in the text.

The findings of the study indicate that there is a significant relationship between the variables studied. This relationship is supported by the statistical analysis, which shows a strong correlation between the two variables. The implications of these findings are discussed in the context of the existing literature, highlighting the contribution of the study to the field.

In conclusion, the study has provided valuable insights into the research topic. The findings suggest that further research is needed to explore the relationship between the variables in more detail. The study also highlights the importance of the research and the need for continued investigation in this area.

The first part of the paper discusses the importance of understanding the local context in which a project is implemented. This includes a thorough understanding of the community's needs, values, and beliefs. It is essential to engage with the community from the very beginning, ensuring that their voices are heard and their input is valued. This process of community engagement is not a one-time event but a continuous one that evolves as the project progresses.

The second part of the paper explores the challenges that often arise in community-based projects. These challenges can range from a lack of resources to a lack of trust between the project team and the community. It is important to recognize these challenges early on and to develop strategies to address them. For example, building trust may require a long-term commitment and a willingness to listen to the community's concerns.

The third part of the paper discusses the importance of having a clear vision and a well-defined plan. This vision should be based on the community's needs and should be realistic and achievable. A well-defined plan will outline the steps that need to be taken to implement the project and will provide a framework for monitoring and evaluating progress.

The fourth part of the paper discusses the importance of having a strong leadership team. This team should be composed of individuals who are committed to the project and who have the skills and experience to lead the community. It is important to ensure that the leadership team is representative of the community and that it is able to make decisions that are in the best interests of the community.

The fifth part of the paper discusses the importance of having a strong communication strategy. This strategy should outline how the project team will communicate with the community and how they will ensure that the community is kept informed of the project's progress. It is important to use a variety of communication methods, including face-to-face meetings, newsletters, and social media, to ensure that the community is reached.

The sixth part of the paper discusses the importance of having a strong evaluation strategy. This strategy should outline how the project team will monitor and evaluate the project's progress and how they will use this information to make adjustments as needed. It is important to involve the community in the evaluation process, as they are the ones who will be most affected by the project's outcomes.

The seventh part of the paper discusses the importance of having a strong sustainability plan. This plan should outline how the project team will ensure that the project's benefits are sustained over the long term. This may involve training community members in the skills and knowledge needed to maintain the project or it may involve establishing a community-based organization that will be responsible for the project's ongoing management.

The eighth part of the paper discusses the importance of having a strong partnership with other organizations. This partnership should be based on mutual respect and shared goals. It is important to ensure that the partnership is transparent and that all parties are involved in decision-making.

The ninth part of the paper discusses the importance of having a strong financial plan. This plan should outline how the project team will raise the funds needed to implement the project and how they will ensure that the funds are used responsibly. It is important to be transparent about the project's finances and to involve the community in the decision-making process.

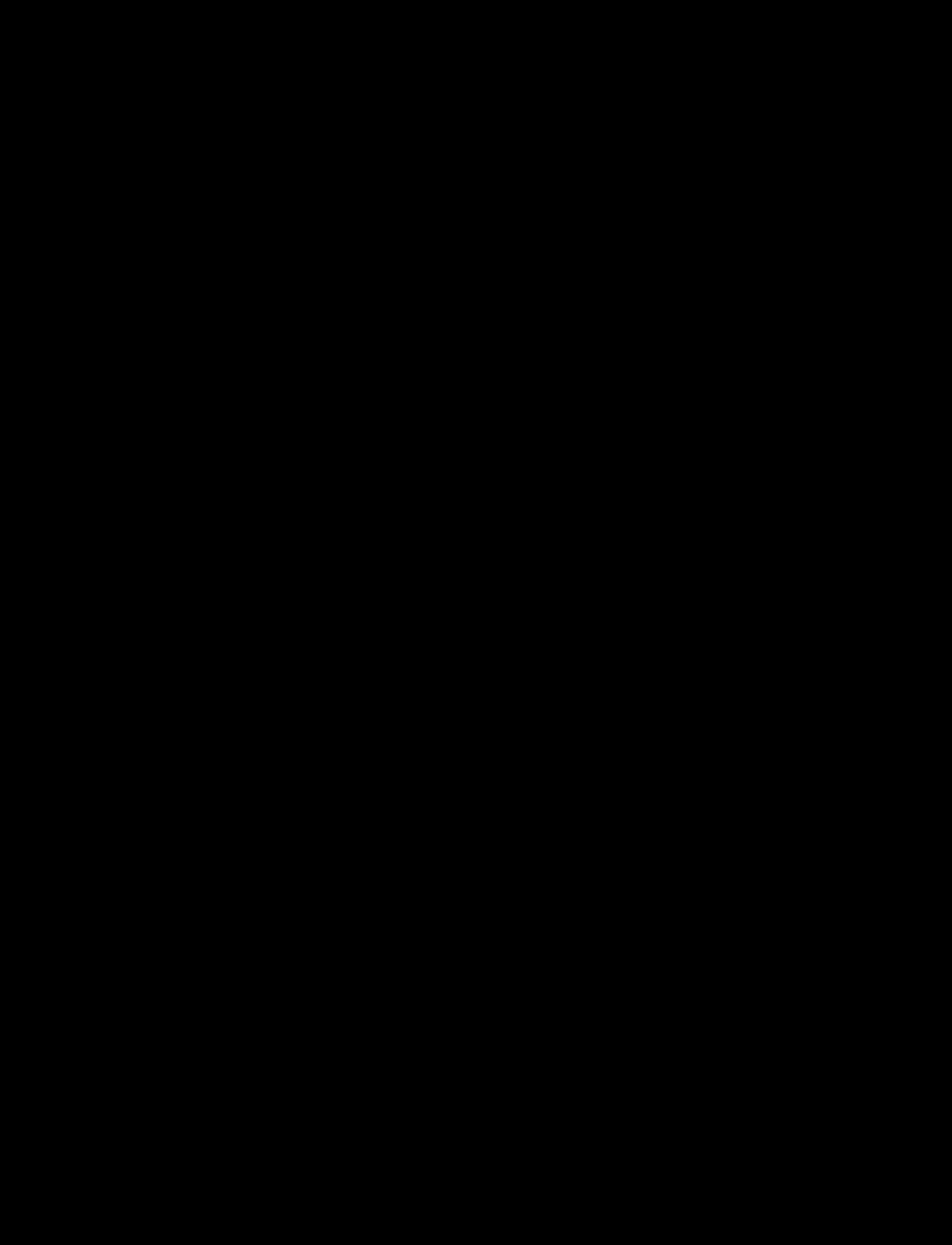
The tenth part of the paper discusses the importance of having a strong legal plan. This plan should outline how the project team will ensure that the project is compliant with all relevant laws and regulations. It is important to consult with legal experts to ensure that the project is legally sound.

The final part of the paper discusses the importance of having a strong conclusion. This conclusion should summarize the key findings of the paper and should provide a clear call to action for the community. It is important to ensure that the conclusion is clear and concise and that it is easy for the community to understand.

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[REDACTED]



The first part of the paper discusses the importance of the research and the objectives of the study. It highlights the need for a comprehensive understanding of the subject matter and the role of the researcher in this process. The second part of the paper presents the methodology used in the study, including the data collection methods and the analysis techniques. The third part of the paper discusses the results of the study and the conclusions drawn from the findings. The final part of the paper provides a summary of the key points and offers suggestions for future research.

The research was conducted in a systematic and rigorous manner, following the principles of scientific inquiry. The data was collected from a large and diverse sample of participants, ensuring the representativeness of the findings. The analysis was conducted using advanced statistical techniques, allowing for a detailed and accurate interpretation of the results. The findings of the study are presented in a clear and concise manner, highlighting the key points and the implications of the research.

The results of the study indicate that there is a significant relationship between the variables under investigation. This finding is consistent with the theoretical framework and provides support for the hypotheses. The implications of the research are discussed in detail, highlighting the potential applications of the findings in the field. The paper concludes with a summary of the key points and offers suggestions for future research, emphasizing the need for continued exploration of the subject matter.

ASSET PURCHASE AGREEMENT

AGREEMENT made as of this 7/16/2025 day of July, 2025, by and between KOK, INC. of 26 Walkers Brook Drive, Reading, MA 01867 (hereinafter referred to as "Seller"), and YUTAO, INC., a Massachusetts corporation with a business address of [REDACTED] nominee corporation/limited liability company to be formed hereafter for the purpose of receiving the rights and obligations hereunder (hereinafter referred to as the "Buyer").

0 2

WHEREAS, Seller is engaged, and has for some time been engaged, in the ownership and operation of Oye's Restaurant & Bar, a restaurant/pub located at 26 Walkers Brook Drive, Reading, MA 01867 and is the owner of various improvements and other property, interests and rights, and has established, in connection with said business, valuable goodwill; and

WHEREAS, Seller desires to sell, transfer and convey, and to cause to be sold, transferred and conveyed, and the Buyer desires to purchase and acquire, the business assets of the Seller (not to be responsible for liabilities), the goodwill, improvements and other property, interests and rights relating to the business of the Seller, including, but not necessarily limited to, all of the stock of merchandise of Seller now in the premises of Seller, all furniture, fixtures, equipment, inventory and materials contained therein pertaining to the business of Seller upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises herein made, and the mutual benefits to be derived from this Agreement, the parties do represent, warrant and agree as follows:

1. THE PURCHASE OF THE ASSETS:

- a. The Purchase Price. For a total sum of Six Hundred and Forty Thousand and 00/100 Dollars (\$640,000.00) (the "Purchase Price"), the Buyer agrees to buy and the Seller agrees to sell the Assets (as defined below), effective as of the Closing (as defined below). The Purchase Price, subject to the terms herein, shall consist of three (3) parts:
 - i. The sum of Ten Thousand and 00/100 Dollars (\$10,000.00) has been paid as a deposit at time of signing Letter of Understanding (LOI). Said sum is to be a "non-refundable" deposit immediately released to the Seller only upon Seller's full performance of all of the terms and conditions of this Agreement and as further described in Paragraph 7.
 - ii. The sum of Fifty-Four Thousand and 00/100 (\$54,000.00) Dollars shall be paid as an additional deposit at the time of signing the Asset Purchase Agreement, said deposits to be held in escrow by Seller's attorney; and
 - iii. The sum of \$576,000.00 shall be paid by Buyer to Seller at closing in certified funds, bank check or as otherwise mutually agreed in advance of the Closing by the Parties.

b. Assets. "Assets" means all the assets related to the business of the "Oye's Restaurant & Bar" owned by Seller and located 26 Walkers Brook Drive, Reading, MA 01867, including the Included Assets (as defined below), and excluding the Excluded Assets (as defined below). Buyer is aware and specifically acknowledges this sale is related only to the "Oye's Restaurant and Bar" located at 26 Walkers Brook Drive, Reading MA and not to any other location. Any reference to the assets being sold herein shall refer only to the "Oye's Restaurant and Bar" located at 26 Walkers Brook Drive, Reading MA.

c. Included Assets. "Included Assets" means:

- i. All furniture, fixtures and equipment in their current condition at the Closing subject to all normal wear, and any other items related to the business located at 26 Walkers Brook Drive, Reading, MA 01867. Seller agrees to deliver to Buyer a written schedule of the equipment and fixtures to be transferred under this Agreement sufficient to identify it. The list will constitute all of the operating assets of Seller that are not permanently fixed to the real estate, as well as those assets which may be affixed to the real estate. Said schedule shall be marked as Exhibit "A"- List of Assets and attached to this agreement.
- ii. Goodwill. As part of the Goodwill the Seller transfers the name of the business- "Oye's Restaurant & Bar", the telephone service and telephone fax number, social media accounts, (and website, if any).
- iii. Any Recipes and customer lists.

d. Excluded Assets. "Excluded Assets" means:

- i. Any personal belongings of the Seller or the Seller's employees, cash balances or cash equivalents in any accounts of the Seller, operating cash or change funds, credit balances, prepaid expense, deposits, rebates accumulated prior to the Closing and prepaid expenses (on items such as service contracts, warranties and deposits including any security deposits).
- ii. Personal or business records of the Seller, unless required for ongoing operation, in which case copies of such records will be provided.

e. Purchase Price Allocation: The Parties shall allocate the Purchase Price (and all other relevant amounts) among the Assets in accordance with the provisions of Section 1060 of the Internal Revenue Code of 1986, as amended (the "Code") prior to the Closing. The Parties also each agree to file IRS Form 8594 consistently with the foregoing and in accordance with Section 1060 of the Code. Allocation of the purchase price shall be as follows:

Goodwill \$ 5,000.00

Furniture, Fixtures and Equipment \$ 635,000.00

Total \$ 640,000.00

f. Adjustments. The Parties may agree to adjustments to the Purchase Price at Closing, to account for all prepaid items including rent, the costs of deposits, and other such costs.

2. BILL OF SALE: The Buyer shall receive from the Seller a bill of sale absolute, stating that all assets of the Business sold under this Agreement are of marketable title, free and clear of all debts, liens and encumbrances of record or otherwise (except as otherwise provided herein).

3. SELLER'S REPRESENTATIONS AND WARRANTIES: The Seller represents and warrants that:

- a. The Seller is a duly organized Massachusetts corporation and is in good standing under the laws of the Commonwealth of Massachusetts. The execution, delivery, and performance by the Seller of this Agreement has been duly authorized.
- b. The Seller has full right, authority and power to enter into this Agreement and carry out the transactions contemplated hereby. The Seller represents that all Shareholders and Directors have authorized the sale of this business. Seller has entered into no other contract or agreement to sell or mortgage the above referenced business.
- c. The Seller has clear title to the Assets, and all Assets are free and clear of all debts, liens, except:

(Please identify any security interests by lenders which will be paid at Closing using a portion of the Purchase Price.)

- d. The Seller has no knowledge of developments or potential developments that may materially affect the business of the Franchise in an adverse nature.
- e. All taxes, including, but not limited to, federal, state, local, sales (meals) and employment are current and paid in full as of the Closing (or paid through funds at closing).
- f. All business records, leases, receipts, sales records, tax returns, expense and disbursement records, etc. have been accurately represented by the

Seller, pertaining to the business of this Agreement and reflect the actual past performance of the business.

- g. All business records, leases, receipts, sales records, tax returns, expense and disbursement records, etc. have been made available to the Buyer or the Buyer's representatives, and no records have been intentionally withheld from the Buyer.
- h. The business and/or premises conform to all requirements of the state, county, city or local government at the time of the Closing. The Seller agrees to reasonably cooperate with the Buyer in obtaining, at the Buyer's expense, any licenses, permits, approvals or certificates necessary for the continued operation of the business. Reasonable cooperation shall include access to the business premises for appraisals, inspections and measurements.
- i. All equipment included in this sale is being purchased on an "as is" basis; However, Seller warrants that all equipment shall be in good working order at time of the Closing. The Buyer shall be responsible for inspecting said equipment in order to determine that, as of the date of the Closing, said equipment is in working condition.
- j. That no notice or communication has been received by Seller from any public authority that there exists with respect to the premises, any condition which violates any municipal, state or federal law, rule or regulation which has not heretofore been rectified.
- k. Seller is not in default with respect to any order, writ, injunction, decree or demand of any court or federal, state, municipal or other governmental agency, commission or instrumentality.
- l. No judgments, liens, or debts will be outstanding at the closing against the Seller or against the Business.
- m. The Seller has all licenses and permits necessary for the operation of said Business and said licenses and permits will be in good standing at the time of closing.
- n. Neither this Agreement, nor any other document, certificate or statement furnished to Buyer by or on behalf of Seller in connection with the transaction contemplated hereby contains any untrue statement of a material fact or omits to state a material factor necessary in order to make the statements contained herein not misleading.

4. BUYER'S REPRESENTATIONS AND WARRANTIES: The Buyer hereby represents and warrants that:

- a. The Buyer is a duly organized Massachusetts corporation, (if applicable), and is in good standing under the laws of the Commonwealth of Massachusetts, with no State or Federal tax liens outstanding against any of its property.
- b. The Buyer has full right, authority and power to enter into this Agreement and to carry out the transactions contemplated hereby. The execution, delivery, and performance by the Buyer of this Agreement has been duly authorized by all necessary corporate (if applicable) action of the Buyer.
- c. This Agreement constitutes the valid and binding obligation of the Buyer enforceable in accordance with its terms.
- d. The Buyer has not employed nor is it subject to any valid claim of, any broker, finder, consultant or other intermediary in connection with the transactions contemplated by this Agreement who might be entitled to a fee or commission in connection with such transactions. The Buyer will indemnify, defend and hold the Seller harmless from and against any such amounts.

5. SELLER'S OBLIGATION PRIOR TO THE CLOSING:

- a. Conduct of Business. The Seller shall operate the Business in substantially the same manner as has been customary in the past and shall deliver to the Buyer at the Closing, all customer accounts and records supplier records, and any other documents pertinent to the operation of the business. Seller further agrees to maintain the premises of the Business, including heating, cooling, plumbing, and electrical, etc., in working condition, reasonable wear and tear excepted. Buyer shall be responsible for inspecting the Business premises prior to Closing. Seller will not incur any additional indebtedness, except such indebtedness as may arise as a result of normal and usual transactions in the ordinary course of Seller's business.
- b. Risk of Loss. The Seller assumes all risk of loss or damage from any casualty up to the date of the Closing. In the event said premises of the Business is destroyed or damaged prior to the Closing such that the operation of Business is interrupted, curtailed or otherwise materially affected, the Buyers shall have the right to terminate this Agreement and the Seller will return any and all monies and deposits paid by the Buyer in full within Seven (7) calendar days from the date of such Loss.

In the event of any damage or casualty which does not interrupt, curtail or otherwise materially affect the business, the Seller agrees to make any and all repairs as required to place said business back into full functionality prior to the Closing. In the event after said repairs the business is materially affected negatively, the Buyer shall have the right to terminate this Agreement, and the Seller will return any and all monies and deposits paid by the Buyer in full within Seven (7) calendar days from the date of such Loss.

- c. Inspection. The Seller will allow inspection of the premises, goods and equipment by the Buyer prior to the Closing at any mutually agreed time during normal business hours with the presence of the Seller.

6. BUYER'S OBLIGATION PRIOR TO CLOSE:

- a. License/Permits Contingency. This Agreement is conditioned upon the Buyer obtaining any and all licenses necessary to operate the same restaurant/pub located on the premises, including, but not limited to, common victualler's, permit to operate food establishment and permit to operate pub, and liquor license. Buyer will apply in good faith forthwith for all such permits and licenses after the execution of this Agreement. If, after Buyer's best efforts, Buyer is unable to obtain said licenses/permits, the Buyer shall have the right to terminate this Agreement, and the Seller will return any and all monies and deposits paid by the Buyer in full within Seven (7) calendar days after such notification, the Agreement shall be terminated, and shall be of no further force and effect.

- b. Lease Contingency. This Agreement is conditioned upon the Buyer obtaining an assignment of lease from landlord for the property located at 26 Walkers Brook Dr., Reading MA. If, after Buyer's best efforts, Buyer is unable to obtain said assignment, the Buyer shall have the right to terminate this Agreement, and the Seller will return any and all monies and deposits paid by the Buyer in full within Seven (7) calendar days after such notification, the Agreement shall be terminated, and shall be of no further force and effect.

- i Buyer is aware of specific contingencies contained in the assumption of lease as described in the attached draft of the Assignment of Lease dated _____ 2025.

- 7. DEPOSITS: A good faith total deposit of Sixty-Four Thousand and 00/100 Dollars (\$64,000.00) has been made by Buyer with this Agreement and \$54,000.00 of which has been deposited with Seller's Attorney to be held in escrow (hereinafter the "Deposits"). Upon Closing, the Deposits will be credited towards the Purchase Price. The Deposits shall be returned to the Buyer:

- (i) in the event of a material breach of this Agreement prior to the Closing by the Seller;

- (ii) in the event that the Buyer is not able to obtain all of the licenses and permits necessary to operate the business or obtain financing for the purchase of the business despite the best efforts of the Buyer; or

In the event of any disagreement between the Parties, the escrow agent shall retain all deposits made under this Agreement pending written instructions mutually given by the Seller and the Buyer or a final order from a court with competent jurisdiction or by final decision of mutually entered into arbitration. Furthermore, so long as escrow agent served in good faith, the Buyer and the Seller shall agree to hold harmless the escrow agent from damages, losses or expenses, arising out of this Agreement or any action or failure to act, including reasonable attorney's fees, related thereto.

8. **INDEMNIFICATION:** The Seller indemnifies the Buyer and shall hold Buyer harmless from all debts, claims, actions, losses, damages and attorney's fees existing or that may arise from or be related to the Seller's operation and ownership of the Business prior to the Closing, except any liabilities expressly assumed by the Buyer herein, provided that the Buyer provides the Seller with (i) prompt written notice of such claim, (ii) sole control of the defense, negotiations and settlement of such claim and (iii) full cooperation with any reasonable request of the Seller in any defense or settlement of such claim. The Buyer indemnifies the Seller and shall hold Seller harmless from all debts, claims, actions, losses, damages and attorney's fees existing or that may arise from or be related to the Seller's operation and ownership of the Business after the Closing.

9. **Closing Documentation:**

The Closing shall take place within five (5) days of Buyer obtaining all permits/licensing necessary to operate the restaurant/pub and the municipality has approved of the building and health inspections.

At the closing of the Business, Seller shall deliver to Buyer the following:

- a. A duly executed bill of sale with respect to the equipment, fixtures and inventory contemplated by this Agreement, signed by Seller;
- b. A Corporate Vote authorizing the sale of the business assets related to known as "Oye's Restaurant & Bar"; and
- c. A Certificate of Good Standing for Kok, Inc. issued within 30 days prior to Closing by the Secretary of State of the Commonwealth of Massachusetts- Corporations Division.
- d. A Tax Lien Waiver Certificate issued within 30 days prior to Closing by the Department of Revenue of the Commonwealth of Massachusetts for Kok, Inc.

- e. A Certificate of Compliance issued within 30 days prior to Closing by the Commonwealth of Massachusetts Department of Unemployment Assistance.

10. BUYER'S RELEASE:

- a. Risk of Future Loss. The Buyer acknowledges that operating this or any business involves risk. The Buyer assumes all risk of meeting all future obligations and acknowledges that past performance of the Business is no guarantee of future results and agrees that no guarantee is made or implied by the Seller.
- b. Risk of Different Results. The Buyer acknowledges that the Seller's methods of operation and general business practices, including pricing, advertising, promotions, employee hiring, hours of operation, etc. may have affected sales and profits in the past. The exact duplication of the Seller's procedures may not be achievable by the Buyer, and, to the extent that they may exactly be duplicated the same effect may not result, due to market and economic conditions outside the control of the Seller. The Buyer acknowledges that market and economic conditions and competition may also affect sales and profit and are not controlled by the Seller.
- c. Books and Records. The Seller has provided the Buyer with all materials, information and business records as requested by the Buyer, including accounting records, expense records, sales records, tax returns and invoices for the Buyer's examination. The Buyer agrees that it is the duty of the Buyer or its representative(s) to examine and interpret these records. Buyer is satisfied with its financial due diligence.
- d. Condition of Equipment. The Buyer understands that all equipment is used and shows normal wear and tear and is provided in "as is" condition. Failure of any equipment subsequent to closing is the Buyer's responsibility and the Seller makes no warranty or guarantee subsequent to the Closing.

- 11. DEFAULT: If the Buyer should fail to pay on or before the Closing the balance of cash necessary to close this transaction or to perform any of the covenants and conditions of the Agreement, all funds held in escrow shall be considered as liquidated damages and shall be dispersed forthwith to the Seller, which shall be the seller's sole remedy at law or in equity.

The parties acknowledge and agree the SELLER has no adequate remedy in the event of BUYER's default. The SELLERS and BUYERS agree that the deposit made under the Purchase and Sale Agreement is a reasonable estimate of the loss SELLER would incur if BUYER were to breach this Purchase and Sale Agreement, including, without limitation, any losses which could result from SELLER's inability to resell the premises for the same or different agreed price due to any number of any presently undeterminable factors, whether or not any such losses are actually incurred by the SELLER's. The parties agree

said deposit represents damages and not a penalty against BUYER. Conveyance of the Premises to BUYER shall be deemed a waiver of any prior breach by BUYER hereunder.

In the event the Seller shall default by failing to perform any of the covenants and conditions contained in this Agreement, the Buyer shall have the right to terminate this Agreement, and demand the return any and all deposits, in addition to all other remedies at law or in equity to which the buyers may be entitled.

12. PRE-CLOSING COVENANTS: The Buyer and the Seller agree not to divulge any information about this transaction prior to the Closing, except as necessary to comply with the terms and obligations hereunder and in the ordinary course of business in furtherance of consummating the transaction.
13. COOPERATION: Seller shall, on the date of the closing of this sale, or on such other date after the closing as Buyer may request, without cost or expense to Buyer, execute and deliver or cause to be executed and delivered to Buyer such further instruments of transfer and conveyance and will take such other action as Buyer may reasonably request to more effectively consummate the transactions contemplated by this Agreement and confirm and assure Buyer title thereto.
14. SEVERABILITY: In the event that any of the provisions or portions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining portions and provisions shall not be affected and are thereby held to be enforceable and valid.
15. SURVIVABILITY OF CONTRACT: The terms of this Agreement shall survive the Closing and shall bind and inure to the benefit of the successors, assigns, personal representatives, heirs and legates of all the Parties.
16. EXECUTION OF CONTRACT: This Agreement may be executed by the parties in one or more counterparts, each of which shall be an original and all of which constitute one and the same agreement.
17. WORDING: All wording in this Agreement relative to all sections, regardless of number and gender used, shall be deemed to include any other number or gender as required as if such words had been properly written as to number and gender.
18. DISPUTES: This Agreement shall be governed by the law of the Commonwealth of Massachusetts, and venue on any action brought under the terms of this contract or arising from this contract shall be in Massachusetts. Either party may seek relief to settle disputes arising from this Agreement. Both parties further understand that in the event any clause, section, wording or paragraph of this Agreement is struck down by a court proceeding, law or statute, etc. that all other clauses, sections, wordings or paragraphs will remain in full force. The Buyer and the Seller acknowledge that they have received and had ample



time to read and examine this Agreement prior to signing and freely consent to be bound by all of its term and conditions.

19. TOTAL LOSS

Notwithstanding anything contained in this Asset Purchase Agreement or the Commercial Lease, in the event SELLER loses the building via foreclosure, casualty, fire, etc. which hinders BUYER'S ability to run the business, the Asset Purchase Agreement and Lease may be terminated by BUYER and any obligations of BUYER related thereto shall cease. If any equipment related to the business is functional following said loss, LESSEE shall have the option to purchase the equipment at the then fair market value.

20. ENTIRE AGREEMENT: This Agreement is complete, reflects the entire agreement of the parties with respect to its subject matter and supersedes all previous written or oral negotiations, commitments and writings. No promises, representations, understandings, warranties, or agreements have been made by any of the parties hereto except as expressly written herein, and all inducements to the making of this Agreement relied upon by either party hereto have been expressed herein.

21. BUYER shall indemnify and defend Wan Feng Ye a/k/a Kevin Ye, the original guarantor, of and from all claims made by the Landlord against the original guarantor for any damages resulting from BUYER'S non-performance under the Lease for a period of five (5) years commencing on the effective date of the assignment of the lease.

22. BUYER to reimburse SELLER \$17,500 for money paid by SELLER for renovations (Air Conditioning) in the premises. Said payment to be made after BUYER completes renovations as outlined in the lease assignment.

23. SELLER shall deliver copies of the following immediately upon the full execution of this Agreement:

- a. The Lease, all amendments thereto, and the full contact information of the Lessor;
- b. All licenses, permits and approvals for the operation of the business;
- c. Floor plan;
- d. Contracts, 6 months of paid invoices for the pest control, dumpster and grease trap cleaning services;
- e. All municipal code violations, if any, incurred during the past 12 months;
- f. All menus; and
- g. All fire suppression equipment inspections and approvals for the past 12 months.

Executed as a sealed instrument this 7/16/2025 day of July, 2025

SELLER:

Kok, Inc.

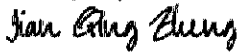
By Its Authorized Representatives:

Signed by:



WAN FENG YE, President

DocuSigned by:



JIAN QING ZHENG, Treasurer

BUYER

Yutao, Inc.

By Its Authorized Representatives:

DocuSigned by:

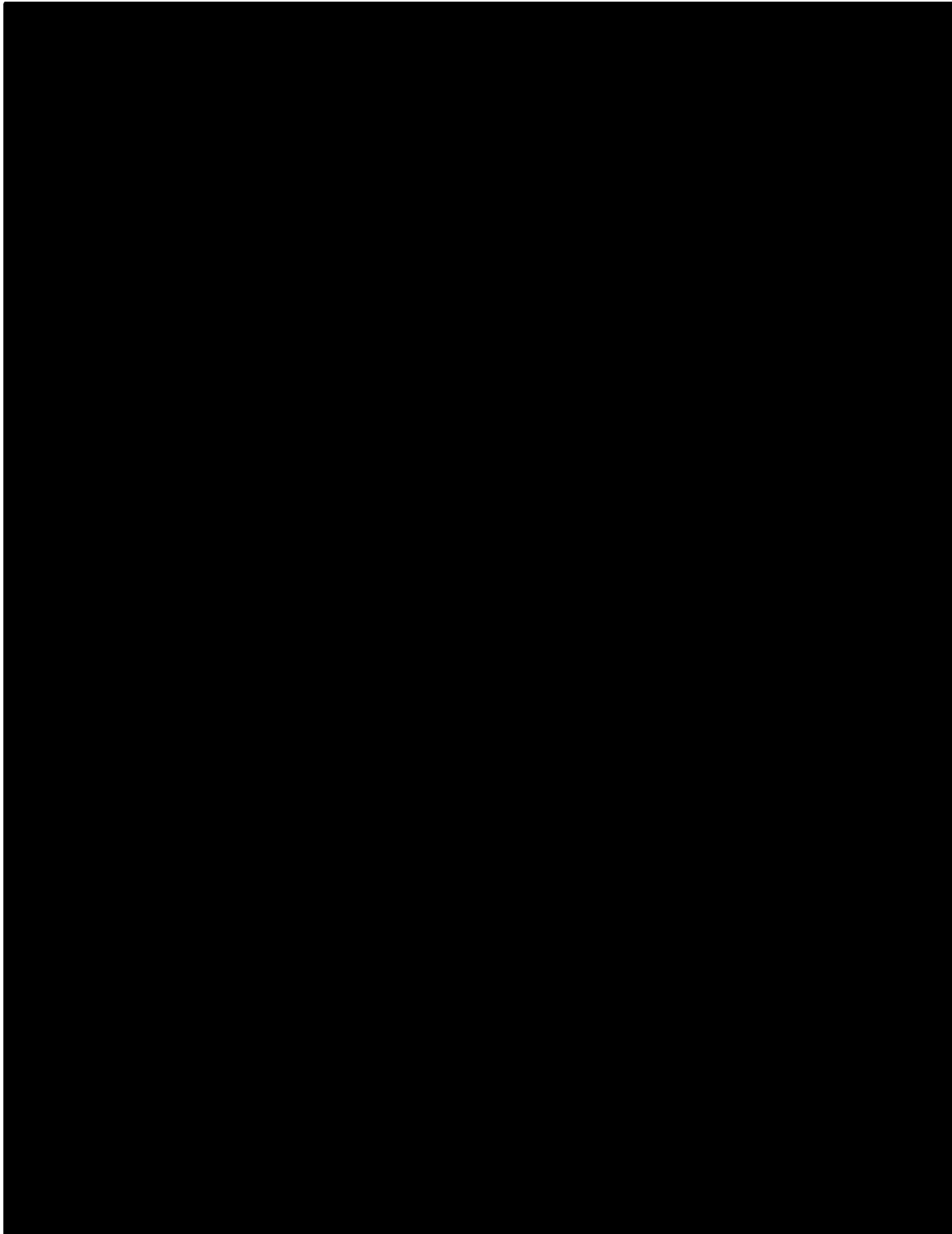


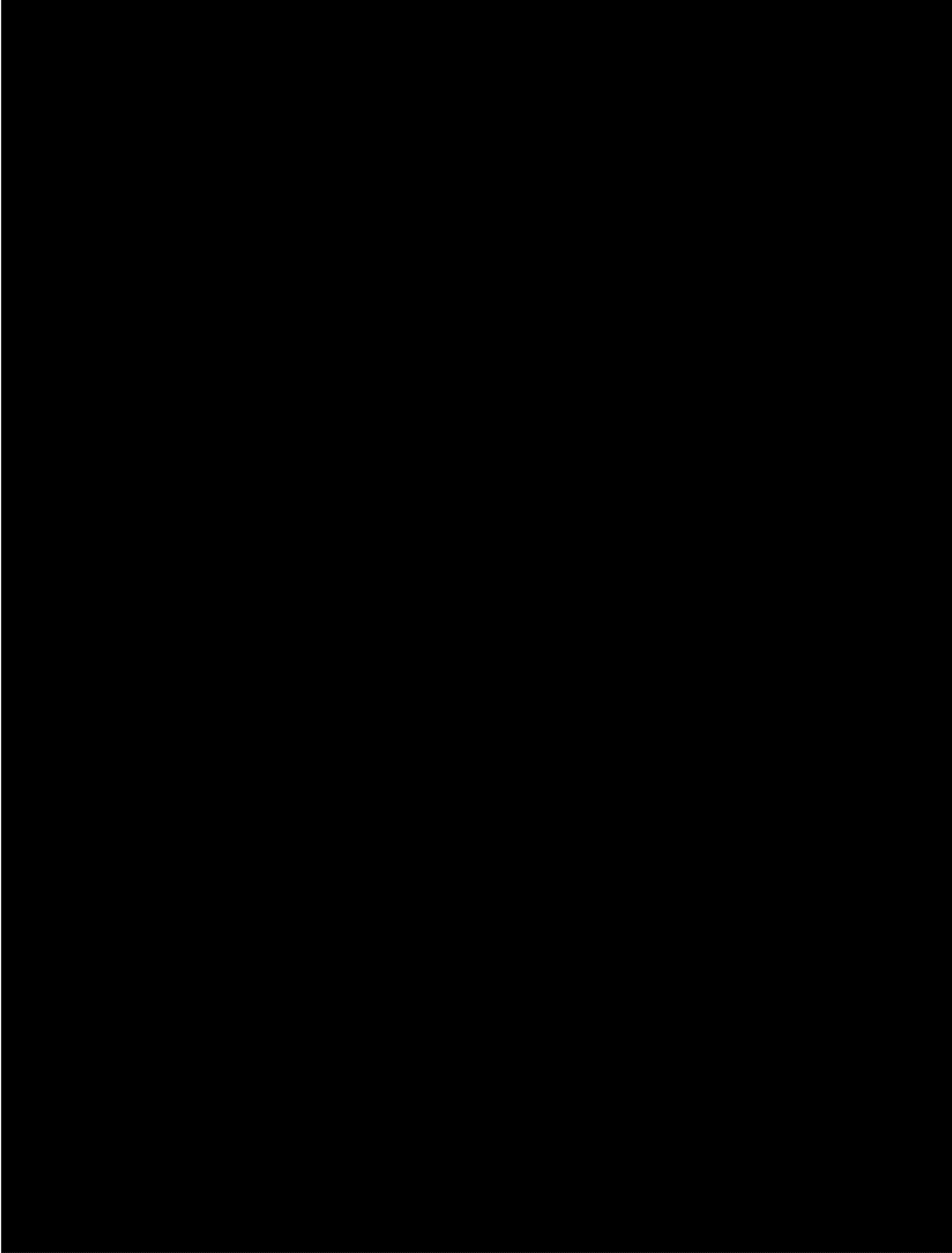
ZEMIN WU, President

DocuSigned by:



ZEMIN WU, Treasurer





LEASE

between

**WALKERS BROOK CROSSING, LLC,
as Landlord**

and

**UNION VENTURES LLC d/b/a BEAR ROCK CAFE,
as Tenant**

**WALKERS BROOK CROSSING
READING, MASSACHUSETTS**



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TABLE OF CONTENTS

Section 1 - Premises	1
1.1. Premises	1
1.2. Appurtenant Rights	2
Section 2 - Term of Lease	2
2.1. Term	2
2.2. Memorandum of Lease Commencement Date	3
2.3. Definition of "Lease Year"	3
2.4. Extension Option	3
Section 3 - Conditions; Condition of the Premises; Initial Improvements	4
3.1. Landlord Condition	4
3.2. Condition of the Premises	4
3.3. Landlord's Work	5
3.4. Tenant's Work	5
Section 4 - Minimum Rent	7
4.1. Minimum Rent	7
4.2. Percentage Rent	8
4.3. Gross Sales	8
4.4. Tenant's Statement	9
4.5. Landlord's Audit Right	10
4.6. No Partnership	10
4.7. Interest on Late Payment	10
4.8. Service Charge	10
4.9. Additional Rent	10
Section 5 - Additional Rent: Taxes	11
5.1. Landlord's Payment of Taxes	11
5.2. Tenant's Personal Property Taxes	11
5.3. Tenant's Payment of Taxes	11
5.4. Change to Tax System	12
Section 6 - Additional Rent: Operating Costs	12
6.1. Operating Costs	12
6.2. Payment of Operating Costs; Tenant's Proportionate Share	13
6.3. Allocation of Common Area Operating Costs	14
6.4. Tenant's Audit Rights	14
6.5. Limit Upon Increases in Operating Costs	14
Section 7 - Utilities	14
7.1. Procurement And Payment of Utilities	14
7.2. Interruption of Utilities	15

Section 8 - Use of Premises; Parking Areas; Tenant Exclusive	15
8.1. Permitted Use.....	15
8.2. Use Restrictions	16
8.3. Tenant Use of Parking Areas	17
8.4. Uses Competing with the Permitted Use	17
Section 9 - Maintenance of Building, Etc.	18
9.1. Landlord's Obligations	18
9.2. Tenant's Obligations.....	18
Section 10 - Landlord's Access to Premises.....	18
10.1. Landlord's Access to Premises	18
Section 11 - Indemnity and Public Liability Insurance; Indemnity.....	19
11.1. Tenant's Liability Insurance	19
11.2. Occupancy at Tenant's Risk	19
11.3. Release of Landlord	20
11.4. Tenant Indemnification.....	20
Section 12 - Property and Other Insurance.....	20
12.1. Landlord's Insurance	20
12.2. Tenant's Insurance	20
12.3. Waiver of Subrogation.....	21
Section 13 - Alterations and Improvements	21
13.1. Alterations and Improvements	21
13.2. Mechanic's Liens	22
Section 14 - Assignment and Subletting.....	22
14.1. Assignment and Subletting	22
14.2. Change in Tenant Structure	22
14.3. Permitted Transfers.....	23
14.4. Administrative Expense	23
Section 15 - Damage Clause	23
15.1. Damage by Fire or Other Casualty	23
Section 16 - Eminent Domain.....	24
16.1. Taking or Sale	24
16.2. Tenant's Rights to Condemnation Proceeds	24
Section 17 - Landlord's Remedies	25
17.1. "Tenant Default" Defined.....	25
17.2. Landlord's Remedies	25
17.3. Landlord Default.....	26
Section 18 - Signs.....	27
18.1. Signs.....	27

Section 19 - Rules and Regulations.....	27
19.1. Rules and Regulations.....	27
Section 20 - Surrender of Premises; Holdover	27
20.1. Surrender of Premises.....	27
20.2. Holdover Rent.....	27
Section 21 - Landlord's Property; Tenant's Personal Property.....	28
21.1. Landlord's Property	28
21.2. Tenant's Personal Property	28
21.3. Security Interest.....	28
Section 22 - Security Deposit.....	28
22.1. Security Deposit.....	28
Section 23 - Limitation on Liability of Landlord; Transfer.....	28
23.1. Limitation on Liability of Landlord.....	28
Section 24 - Changes and Additions to Shopping Center.....	29
24.1. Changes and Additions to Shopping Center	29
Section 25 - Co-Tenancy Rent Adjustment and Termination Rights	29
25.1. Anchor Tenant Condition	29
25.2. Rent Adjustment	29
25.3. Tenant's Termination Right.....	30
25.4. Landlord's Termination Right	30
Section 26 - Estoppel Letters; Subordination; Assignment of Rents	30
26.1. Estoppel Letters	30
26.2. Subordination.....	30
26.3. Assignment of Rents and Transfer of Title.....	31
Section 27 - Quiet Enjoyment	32
27.1. Quiet Enjoyment.....	32
Section 28 - Notices	32
28.1. Notices	32
Section 29 - Brokers; Commissions.....	33
29.1. Brokers; Commissions.....	33
Section 30 - Representations	33
30.1. Tenant Representations.....	33
30.2. Landlord Representations	33
Section 31 - Hazardous Substances	34
31.1. Definition.....	34
31.2. Tenant to Comply With Laws.....	34

31.3.	Indemnification by Tenant.....	34
31.4.	Remediation Work	34
31.5.	Survival.....	35
Section 32 -	Litigation Costs.....	35
32.1.	Litigation Costs.....	35
Section 33 -	Force Majeure	35
33.1.	Force Majeure.....	35
Section 34 -	Miscellaneous.....	35
34.1.	Waiver.....	35
34.2.	Provisions Binding	36
34.3.	Entire Agreement, Exhibits.....	36
34.4.	Invalidity	36
34.5.	Time of the Essence.....	36
34.6.	Memorandum of Lease	36
34.7.	Accord and Satisfaction.....	36
34.8.	Waiver of Jury Trial.....	36
34.9.	Governing Law	36
34.10.	Relationship of Parties.....	36
34.11.	Submission of Lease	36
34.12.	Multiple Counterparts.....	37
Section 35 -	Guaranty	37
35.1.	Guaranty of Lease.....	37
Section 36 -	Termination Option	37
36.1.	Early Termination Option.....	37
Section 37 -	Franchise Provisions	37
37.1.	Franchise Provisions.....	37
Section 38 -	Leasehold Mortgage.....	39
38.1.	Restriction	39
38.2.	Leasehold First Mortgage Permitted.....	39
38.3.	Landlord's Obligation to Give Leasehold First Mortgagee Notice Prior to Termination.....	39
38.4.	Cure By Leasehold First Mortgagee	40
38.5.	Miscellaneous	41

LEASE

THIS LEASE is entered into as of the 15th day of October, 2004, between WALKERS BROOK CROSSING, L.L.C., a Massachusetts limited liability company ("Landlord") and UNION VENTURES LLC, d/b/a BEAR ROCK CAFÉ, a Massachusetts limited liability company ("Tenant").

WITNESSETH, that, in consideration of the agreements herein contained and for good and valuable other consideration, Landlord and Tenant hereby agree as follows:

Section 1 - Premises

1.1. Premises. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, upon and subject to the terms and provisions of this Lease, the premises consisting of approximately 4,517 square feet, more or less, (the "**Premises**") and more particularly shown on Exhibit A attached hereto in the building to be constructed by Landlord in that certain shopping center being developed by Landlord on that certain parcel of land shown as Lot 2 (the "**Land**") on the site plan attached hereto as Exhibit B. The Shopping Center is part of a larger development consisting of Lots 1, 2 and 3 on the attached site plan located off of Walkers Brook Drive in Reading, Massachusetts, and locally known or to be known as Walkers Brook Crossing (the "**Development**"). The Land and the buildings and other improvements from time to time located thereon are hereinafter referred to as the "**Shopping Center**". This Lease is not conditioned upon the use or ownership of Lots 1, 2 or 3, and Tenant may not control the use or development thereof and Lots 1 and 3 shall not be considered or constitute part of the Shopping Center. The Development, including, without limitation, the Shopping Center, is subject to, among other recorded documents, that certain Declaration of Reciprocal Easements and Restrictions dated as of March 10, 2003, executed by Landlord, and recorded in the office of the Registry of Deeds of Middlesex County, Massachusetts, on March 10, 2003, as Instrument No. 1909 (the "**REA**"), as the same may be amended from time to time. Unless otherwise defined herein, all capitalized terms used herein shall have the same meaning as ascribed to such terms in the REA as the context requires. Subject to Tenant's rights in Section 18.1 hereof, Landlord hereby reserves to Landlord the use of the exterior faces of the exterior walls and the roof of the Building and the right to install, maintain, use, repair and replace the building facade and other external elements of the Building and the right to install, maintain, use repair and replace pipes, ducts, conduits and wires leading through the Premises and serving other premises in the Shopping Center. Any such installation, maintenance use repair and replacement be performed by Landlord within the Premises for service to other parts of the Building or the Shopping Center (i) shall be located, to the extent reasonably practicable, within the ceiling plenum, the walls or floors, or within the chases, risers, ducts, conduits, lines, shafts or similar concealed areas and, (ii) in all cases, to the extent reasonably practicable, (1) shall be performed and installed at such times and by such methods as will not materially interfere with Tenant's use of the Premises, damage the appearance thereof, or reduce the rentable area thereof, (2) shall be coordinated and scheduled with Tenant in order to accommodate Tenant's reasonable business needs, and (3) shall be located where practical and efficient, taking into account Tenant's use of the area of the Premises affected thereby.

1.2. Appurtenant Rights. Tenant and its officers, employees, agents, customers and invitees shall have the non-exclusive right, in common with Landlord and all others to whom Landlord has granted or may hereafter grant rights, to use the parking facilities, access roads, sidewalks, and landscaped areas, corridors, stairways, public washrooms and drinking fountains (if any) and other common areas of the Shopping Center ("Common Areas") available from time to time for use by the public, subject to the Rules and Regulations (as defined in Section 19.1), which shall in any event not be enforced by Landlord in a discriminatory manner. Landlord may from time to time change the size, location and nature of and place structures in any Common Area, or part thereof. Without limitation, Landlord may at any time close temporarily the Common Areas or any part thereof then in existence to make repairs to, changes in or to discourage non-customer parking; and may do such other acts in and to the Common Areas as in its judgment may be desirable to improve the convenience thereof, or to improve the Shopping Center, provided in the exercise of the foregoing rights Landlord exercises commercially reasonable efforts to minimize any unreasonable interference with Tenant's use and occupancy of the Premises. Notwithstanding the foregoing, Landlord specifically agrees not to materially reduce the parking spaces which are available adjacent to the Premises, not to build any structures of material size in the parking area in the front of the Shopping Center, or otherwise do anything to materially reduce the visibility of the Premises or to materially interfere with access to the Premises by Tenant and its officers, employees, agents, customers and invitees. If and only to the extent permitted by applicable laws and the permits and approvals obtained by Landlord for the Shopping Center, Tenant may use an area on the sidewalk immediately adjacent to the Premises in a location and size designated by Landlord in its sole and absolute discretion and delineated on Exhibit A attached hereto for use as an exterior seating area in connection with its use and operations at the Premises, subject to compliance with all of the terms, conditions and restrictions of this Lease, the Rules and Regulations and any other terms and conditions reasonably imposed by Landlord from time to time on the use of such area.

Section 2 - Term of Lease

2.1. Term. The term of this Lease shall commence (the "**Lease Commencement Date**") immediately upon "Delivery of the Premises" (as defined in Section 3.2) and shall expire on the last day of the tenth (10th) Lease Year (the "**Term**"). Tenant's obligation to pay Minimum Rent, as defined in Section 4.4 hereof, shall commence (the "**Rent Commencement Date**") on the earlier of (i) one hundred twenty (120) days following Delivery of the Premises (as defined in Section 3.3), or (ii) the date on which Tenant shall actually open the Premises to the public for business. Notwithstanding anything contained herein to the contrary, subject to the provisions of the next following sentence of this Section 2.1 and Section 33.1 hereof, Tenant shall exercise all diligent, best efforts to complete Tenant's Work (as defined in Section 3.4) and to open the Premises for business to the public not later than one hundred twenty (120) days after the date of Delivery of the Premises. If, however, upon the date that Tenant would otherwise have had the obligation to open for business as aforesaid, less than fifty percent (50%) of the remaining square footage of retail area in the Shopping Center is not yet open for business to the public (the "**Initial Opening Co-Tenancy Condition**"), then Tenant may postpone so opening for business until the Initial Opening Co-Tenancy Condition has been fulfilled, and the Rent Commencement Date shall be postponed until such Initial Opening Co-Tenancy Condition is fulfilled unless and until Tenant shall actually open the Premises to the public for business.

2.2. Memorandum of Lease Commencement Date. Landlord and Tenant shall, upon request, execute a memorandum upon commencement of this Lease confirming the Lease Commencement Date, the Rent Commencement Date, and the date of expiration of the terms of this Lease.

2.3. Definition of "Lease Year." As used herein, the first "Lease Year" shall be the period commencing on the Lease Commencement Date and ending twelve (12) months plus any partial month, if any, after the Rent Commencement Date, and each succeeding "Lease Year" shall be the next consecutive twelve (12) month period thereafter.

2.4. Extension Option.

(a) Provided that, at the time of such exercise, (i) this Lease is in full force and effect, (ii) no Tenant Default shall have occurred and be continuing (either at the time of exercise or at the commencement of the Extended Term), and (iii) Tenant shall not have assigned this Lease, and there shall not then be in effect any sublease or subleases of the Premises, any of which conditions described in clauses (i), (ii) and (iii) may be waived by Landlord at any time in Landlord's sole discretion, Tenant shall have the right and option to extend the Term of this Lease for one (1) extended term (the "**Extended Term**") of five (5) years by giving written notice to Landlord not later than twelve (12) months prior to the expiration date of the original Term. The effective giving of such notice of extension by Tenant shall automatically extend the Term of this Lease for the Extended Term, and no instrument of renewal or extension need be executed. In the event that Tenant fails timely to give such notice to Landlord, this Lease shall automatically terminate at the end of the original Term, and Tenant shall have no further option to extend the Term of this Lease. The Extended Term shall commence on the day immediately succeeding the expiration date of the original Term and shall end on the day immediately preceding the fifth anniversary of the first day of such Extended Term. The Extended Terms shall be on all the terms and conditions of this Lease, except during the Extended Term, (1) Tenant shall have no further option to extend the Term, (2) Minimum Rent per annum shall equal the greater of (x) \$180,680 per annum, (y) the sum of the Minimum Rent and Percentage Rent payable under the Lease during Lease Year 9, or (z) the Fair Rental Value of the Premises as of the commencement of the Extended Term, taking into account all relevant factors, determined pursuant to paragraph (b) below, and (3) the Percentage Rent Breakpoints (as defined in Section 4.2) shall be as set forth in paragraph (c) below.

(b) Promptly after receiving Tenant's notice extending the Term of this Lease pursuant to paragraph (a) above, but in no event later than thirty (30) days after the date of receipt of such notice, Landlord shall provide Tenant with Landlord's good faith estimate of the "**Fair Market Rental Value**" of the Premises for the Extended Term, including revised Percentage Rent Breakpoints, based upon rents being paid by tenants entering into leases for comparable first-class restaurant space in the area in which the Shopping Center is located. In the event Tenant is unwilling to accept Landlord's estimate of the Fair Market Rental Value as set forth in Landlord's notice, and the parties are unable to reach agreement thereon within thirty (30) days after the delivery of such notice by Landlord, notwithstanding the parties' good faith efforts to reach agreement as to the applicable Fair Market Rental Value, then either party may submit the determination of the Fair Market Rental Value of the Premises to arbitration by giving notice to the other party naming the initiating party's arbitrator within ten (10) days after the

expiration of such thirty (30)-day period. Within fifteen (15) days after receiving a notice of initiation of arbitration, the responding party shall appoint its own arbitrator by notifying the initiating party of the responding party's arbitrator. If the second arbitrator shall not have been so appointed within such fifteen (15) day period, the Fair Market Rental Value of the Premises shall be determined by the initiating party's arbitrator. If the second arbitrator shall have been so appointed, the two arbitrators thus appointed shall, within fifteen (15) days after the responding party's notice of appointment of the second arbitrator, appoint a third arbitrator. If the two initial arbitrators are unable timely to agree on the third arbitrator, then either may, on behalf of both, request such appointment by the Boston office of JAMS/ENDISPUTE, or its successor, or, on its failure, refusal or inability to act, by a court of competent jurisdiction. Within fifteen (15) days after the appointment of the third arbitrator, the three arbitrators shall determine the Fair Market Rental Value of the Premises based upon an agreement between at least two of the three arbitrators, and they shall give notice thereof to the parties hereto, and such determination shall be binding upon the parties. All arbitrators shall be appraisers or other qualified real estate professionals who are independent from the parties who have had at least ten (10) years commercial real estate experience in the greater Boston area. Each party shall pay the fees of its own arbitrator, and the fees of the third arbitrator shall be shared equally by the parties.

(c) The Percentage Rent Breakpoint during the Extended Term shall equal \$2,752,833.33 if the Minimum Rent for the Extended Term is determined pursuant to this Section 2.4 to equal \$180,680.00 per annum, but if the Minimum Rent for the Extended Term is determined to be greater than \$180,680.00 per annum, then the Percentage Rent Breakpoint for the Extended Term shall equal the sum of (i) \$2,752,833.33, plus (ii) the sum of the Minimum Rent for the Extended Term minus \$180,680.00 and then divided by six percent (6%).

Section 3 - Conditions; Condition of the Premises; Initial Improvements

3.1. Landlord Condition/Intentionally Deleted.

3.2. Condition of the Premises. Landlord shall deliver the Premises to Tenant on the Lease Commencement Date, and Tenant shall accept the Premises from Landlord, vacant, free of all tenants, occupants, construction material, trash and debris and with Landlord's Work (as hereinafter defined) substantially complete, but otherwise in its "as is," existing condition as of the date of delivery of the Premises to Tenant. The term "substantially complete" as used herein shall mean that Landlord's Work has been completed with the exception of minor items which (i) are not required in order for Tenant to commence the performance of Tenant's Work, and (ii) can be fully completed without material interference with either the conduct of Tenant's Work or Tenant's use, occupancy and enjoyment of the Premises. Except as provided in Section 3.3 hereof with respect to the performance of Landlord's Work, Landlord makes no representation or warranty, express or implied, as to the condition of the Premises or the suitability of the Premises for Tenant's intended uses. Except for Landlord's Work, Landlord shall have no duty to perform any work or repairs to the Premises prior to Tenant's occupancy, and, except as specifically provided herein, Tenant hereby waives any claims against Landlord arising out of the condition of the Premises on their delivery to Tenant.

3.3. Landlord's Work. Landlord shall perform or cause to be performed all Landlord's Work (as defined in Exhibit C) in a good and workmanlike manner, with good quality materials, all in accordance with Exhibit C, all legal requirements, and, to the extent applicable, the REA. "Delivery of the Premises" shall occur at such time as Landlord's Work in the Premises is sufficiently complete to permit the commencement of Tenant's Work (as hereinafter defined). The site work need not be complete at the time of Delivery of the Premises so long as Tenant is not materially impeded from commencing and diligently completing, without material interruption or interference, Tenant's Work. Landlord will provide Tenant notice of the date of its intended Delivery of the Premises when Landlord believes that such date will occur approximately sixty (60) days hence. Landlord shall exercise commercially reasonable efforts to complete the items of Landlord's Work to be completed following Delivery of Possession within one hundred twenty (120) days following the Delivery of the Premises, subject to delays caused by other tenants or occupants in the Development, or delay caused by Tenant or its agents or contractors, or due to circumstances described in Section 33 ("Force Majeure"). Tenant shall give Landlord written notice, not later than twenty (20) days following the date of Delivery of the Premises, of any respects in which Landlord's Work has not been performed in accordance with the terms of this Lease. Except as identified in such notice, Tenant shall have no right to make any claim that Landlord has failed to perform any of Landlord's Work. Landlord anticipates that, subject to delay attributable to Tenant or Force Majeure, as aforesaid, Delivery of the Premises will occur on or before July 15, 2005.

3.4. Tenant's Work.

(a) Tenant's Architect and General Contractor. Selection of an architect and general contractor for the construction work to be done by Tenant, as well as all other persons to be employed by Tenant in connection therewith, shall be approved by Landlord, which approval shall not unreasonably withheld, conditioned or delayed. Any architect shall be a member in good standing of the American Institute of Architects or of another organization having comparable accreditation. Tenant's Plans and Specifications shall be sealed and signed by an architect licensed in the Commonwealth of Massachusetts. The general contractor's financial condition and responsibility shall be such as to enable Tenant to obtain a performance bond, if required by Landlord. Tenant's general contractor shall hold a Massachusetts general commercial contractor license. Tenant's general contractor shall maintain public liability insurance with a reputable insurance company qualified to do business in the Commonwealth of Massachusetts and having single limit coverage of at least \$5,000,000.

(b) Tenant's Plans and Specifications. On or before the date which is six (6) calendar weeks following the date hereof, Tenant shall deliver to Landlord for approval plans and specifications (the "Plans and Specifications") of the interior fit-out and other related improvements which Tenant intends to have constructed in the Premises (collectively "Tenant's Work") in printed and electronic formats. Tenant's Plans and Specifications will be generally in accordance with the Preliminary Plans and Specifications (herein so-called) attached hereto as Exhibit D (which Preliminary Plans and Specifications are hereby approved by Landlord) and will conform to Landlord's plans and specifications. Within a period of ten (10) business days from the date of delivery of Plans and Specifications, Landlord shall either approve the same (which approval shall not be unreasonably withheld, delayed or conditioned) or specify its objections thereto in detail by written notice delivered to Tenant on or before the end of said ten

(10) business day period. At Tenant's sole cost and expense, Tenant shall cause the Plans and Specifications to be revised in a manner sufficient to remedy Landlord's objections and/or respond to Landlord's concerns and shall resubmit the revised Plans and Specifications to Landlord. If Landlord shall again disapprove of the Plans and Specifications, Tenant shall again revise and resubmit them to Landlord pursuant to the foregoing procedures until the Plans and Specifications have been approved by Landlord. Upon final approval of the Plans and Specifications by Landlord, Landlord and Tenant shall, if requested by either party, sign a letter confirming such approval, and Tenant's Plans and Specifications shall be deemed a part hereof. Tenant's Plans and Specifications shall not be changed without the prior written approval of Landlord in each instance, which consent shall not be unreasonably withheld, conditioned or delayed. Landlord's approval of Tenant's Plans and Specifications shall not constitute an opinion or agreement by Landlord that the same are structurally sufficient or that they are in compliance with legal requirements, nor shall such approval impose any present or future liability on Landlord or waive any of Landlord's rights hereunder. Tenant, at Tenant's sole cost and expense, shall perform all appropriate filings with any governmental or quasi-governmental agency or authority having jurisdiction and shall obtain all such approvals and permits as required for the construction of the work depicted on Tenant's Plans and Specifications. Tenant agrees to file for a building permit with the appropriate governmental authorities for the performance of Tenant's Work and for Tenant's proposed signage at the Premises within sixty (60) days after Landlord commences construction of the Premises and Tenant shall then proceed diligently to obtain the same.

(c) Commencement of Tenant's Construction. Within five (5) business days following the later to occur of (i) the date that Delivery of the Premises occurs, and (ii) Tenant's receipt of all required approvals from non-affiliated private third parties (if applicable) and all required building permits from the various city and county governmental authorities which Tenant agrees to pursue with diligence and best efforts so as not to cause unreasonable or unnecessary delays, Tenant shall commence to construct, or cause to be constructed, Tenant's Work. Once Tenant commences construction, Tenant shall proceed diligently with such construction to completion. Landlord will assist and cooperate with Tenant, at Tenant's cost and expense, to obtain the permits and approvals needed for Tenant to start construction of Tenant's Work. Tenant's Work shall be performed consistent with Tenant's Plans and Specifications and at Tenant's risk and expense and in a good, workmanlike and safe manner, with good quality materials and in accordance with all applicable laws and regulations and permits and approvals for the Shopping Center and the requirements of the REA. Tenant covenants that the Premises shall be secured during construction and shall meet all safety codes. Tenant shall secure and maintain all requisite permits and approvals. Tenant shall properly and timely remove all construction debris resulting from its construction activities from the Premises and repair and restore any damage to the Shopping Center caused thereby. No debris or materials may be buried and there shall be no excavation or subsurface work by Tenant or by those acting on behalf of Tenant, except as expressly permitted by the terms of this Lease or as may be clearly shown in Tenant's Plans and Specifications. Tenant shall not alter the grade of the Land or the footprint of the Building, other than as identified on Tenant's Plans and Specifications, and shall not add any additional structures to the Premises at any time, without Landlord's written consent. As soon as reasonably feasible but in any event within thirty (30) days following the completion of all of Tenant's Work, Tenant shall obtain and furnish to Landlord a copy of (i) all appropriate certifications from all authorities having jurisdiction (including a certificate of occupancy), and (ii) a certification from Tenant's

architect to the effect that all of Tenant's Work has been performed and completed in accordance with Tenant's Plans and Specifications and with all legal requirements; and (iii) a true, complete, and correct set of "as-built" plans for the Premises, which plans Landlord may also require be submitted on diskette in Auto CAD drawing format.

(d) Additional Provisions Governing Tenant's Work. Tenant will perform or cause to be performed all Tenant's Work in a good and workmanlike manner, with reasonable dispatch, using only new, good quality materials and supplies, all in accordance with Tenant's Plans and Specifications and all legal requirements, approvals, permits, licenses or consents required by any ordinance, law or public regulations or by any authority at any time having jurisdiction and Tenant warrants that Tenant's Work, when completed, will comply with all legal requirements. In the event Landlord has a construction superintendent or agent in, on, or about the Shopping Center, Tenant's contractors will be subject to such construction superintendent's or agent's reasonable rules and regulations as promulgated by him, including as to the orderly flow of work, loading and unloading, and noninterference with other tenants, occupants, customers, agents, invitees or any others in or upon the Shopping Center. The cost of Tenant's Work shall be paid by Tenant so that the Premises and the Shopping Center shall at all times be free of liens in connection with Tenant's Work. If at any time the Premises or the Shopping Center shall be encumbered by any mechanics' or other liens, charges or claims for the payment of money or otherwise, or any violations or other encumbrances of any and all kinds, nature and description, growing out of or connected with Tenant's Work or any alterations or any other matter pertaining to Tenant, then Tenant shall, within ten (10) days after receipt of notice of same, prove to the satisfaction of Landlord that every such claim and charge has been fully paid, provided for, discharged or bonded. Without limiting Tenant's liability for failure to comply with this Section, if Landlord bonds or discharges any mechanic's or other lien upon Tenant's failure to do so, then, in addition to the cost of such bonding or discharging and all other costs and disbursements which Tenant would owe to Landlord in respect of same hereunder, Tenant shall also pay to Landlord the greater of \$1,000.00 or Landlord's actual legal fees incurred in connection therewith. During the course of Tenant's Work, Tenant (and all of its contractors and subcontractors) will carry or cause to be carried adequate worker's compensation insurance, builder's risk and comprehensive general liability insurance in limits reasonably determined by Landlord, and such other insurance as may be required by law or as customarily carried for similar projects in the metro-north area of Boston, Massachusetts. All such insurance (except the worker's compensation insurance) shall name Landlord and Landlord's designees as additional insureds. At reasonable times and upon reasonable notice, Landlord, its architects, engineers, agents and employees may enter upon and inspect the Premises for the purpose of ensuring that Tenant's Work conforms with the requirements herein contained and for any other purpose permitted under this Lease.

Section 4 - Minimum Rent

4.1. Minimum Rent. Tenant shall to pay to Landlord, in care of its Property Manager, Dickinson Development Corp., or at such other place as Landlord shall from time to time designate in writing, minimum rent for the Premises ("**Minimum Rent**"), exclusive of any other charge provided for in this Lease to be paid by Tenant, as set forth below. Minimum Rent shall be payable in equal monthly installments, in advance, without setoff, deduction, demand or

counterclaim of any nature whatsoever, commencing on the Rent Commencement Date, and continuing on the first day of each subsequent month during the Term hereof. In the event the Rent Commencement Date occurs on a day other than the first day of a month, Minimum Rent payable during such first month shall be adjusted on a prorata basis and shall be paid on the Rent Commencement Date. The foregoing covenant to pay Rent and all other amounts due under this Lease is an independent covenant and shall not be subject to any abatement, deduction, counterclaim, reduction, setoff or defense of any kind whatsoever.

<u>Applicable Period</u>	<u>Annual Minimum Rent</u>	<u>Monthly Minimum Rent</u>
Rent Commencement Date through Lease Year 3	\$135,510.00	\$11,292.50
Lease Years 4 to 7	\$149,061.00	\$12,421.75
Lease Years 8 to 10	\$163,967.10	\$13,663.93

4.2. Percentage Rent. In addition to the Minimum Rent set forth in Section 4.1 above, and as part of the total rent to be paid by Tenant to Landlord, commencing as of the first day of the second Lease Year, Tenant covenants and agrees to pay to Landlord, as "**Percentage Rent**" for each Lease Year of the Term, six percent (6%) of the amount by which Gross Sales (as hereinafter defined) during such Lease Year exceeds the Percentage Rent Breakpoint for such Lease Year. The "**Percentage Rent Breakpoints**" shall be as set forth below:

Percentage Rent Breakpoint:

Period	Percentage Rent Breakpoint
Rent Commencement Date through Lease Year 3	\$2,000,000.00
Lease Years 4 to 7	\$2,225,850.00
Lease Years 8 to 10	\$2,474,285.00

4.3. Gross Sales. The phrase "**Gross Sales**", as used in this Lease, shall mean the dollar aggregate of the sales prices of all goods, wares and merchandise sold, and the charges for all services performed by Tenant at, in, on or from the Premises, including, without limitation, take out and catering services, whether made for cash, in credit, or otherwise without reserve or deduction for inability or failure to collect, including but not limited to such sales and services (i) from orders originating at and accepted by the Tenant in the Premises, but for which delivery or performance thereof is made from or at any place other than the Premises, (ii) pursuant to mail, telegraph, telephone, computer, or other similar orders received or filled at or from the Premises, (iii) by means of mechanical and other vending devices in the Premises except as hereinafter provided, (iv) as a result of transactions originating upon the Premises, and/or (v) which Tenant is the normal and customary course of its operations would credit or attribute to its business upon the Premises, or any part or parts thereof. The phrase "**Gross Sales**" shall also include such gross sales made by any sublessee, concessionaire, licensee or otherwise at, in, on or from the Premises, and such gross sales made by sublessees, concessionaires, licensees, or otherwise, (a

"Third Party") shall be included in the reports provided for in this Lease (but the foregoing shall not be construed to give Tenant the right to sublease, concession or license, which right shall be governed by the provisions of Section 14 hereof). With respect to Tenant's statements of Gross Sales required under Section 4.4, Tenant shall be entitled to rely on the reports of any Third Party which it receives, but Landlord shall have the right under Section 4.5 to audit such Third Party's books and records and to collect any underpayments of Percentage Rent from Tenant in respect thereof.

"Gross Sales" shall not include (i) the exchange of merchandise between stores and warehouses of Tenant for the convenient operation of Tenant's business and not for the purpose of consummating a sale which has been made at, in, on or from Premises and/or for the purpose of depriving Landlord of the benefit of a sale which otherwise would have been made at, in, on or from the Premises, or (ii) returns to shippers or manufacturers, or (iii) sales of fixtures after use thereof in the conduct of Tenant's business in the Premises or in connection with the sale of assets by Tenant, or (iv) refunds or allowances made to the customer by way of adjustment of the sales price, (v) sales from mechanical vending devices, and pay telephones and the like which do not sell merchandise commonly sold in the Premises and are primarily for the benefit of Tenant's employees; (vi) the amount of gift certificates redeemed in cash or merchandise, provided that the amount of such gift certificates shall have been previously included in Tenant's computation of Gross Sales; (vii) any charge for delivery services rendered at cost; and (viii) gratuities paid to Tenant's employees. Further, there shall be deducted from Gross Sales (i) cash or credit refunds made upon transactions included within Gross Sales, not exceeding the selling price of merchandise returned by the purchaser and accepted by Tenant, and (ii) the amount of any city, county, state or federal sales, luxury, or excise tax on such sales which is both (A) added to the selling price or absorbed therein, and (B) paid to the taxing authority by Tenant.

4.4. Tenant's Statement. Tenant shall record Gross Sales utilizing such equipment as Tenant customarily uses in order to provide an audit trail for the Gross Sales. Tenant agrees, without notice or demand from Landlord, within sixty (60) days after the end of each Lease Year, to cause a statement of the Gross Sales of Tenant for such Lease Year to be certified by Tenant's chief financial officer, subject to further verification as provided in Section 4.5, and delivered by Tenant to Landlord and such statement shall be accompanied by Tenant's payment of the Percentage Rent for such prior Lease Year. After the first Lease Year in which Tenant shall pay Percentage Rent, Tenant shall pay on account of Percentage Rent on a monthly basis, together with installments of Minimum Rent, an amount equal to 1/12th of the amount of the Percentage Rent payable for the preceding Lease Year. In the event that the foregoing monthly payments shall in the aggregate exceed the Percentage Rent payable by Tenant for that entire Lease Year, Landlord agrees to apply any such excess against the amounts of Percentage Rent next due under this Lease; provided, however, that with respect to the final Lease Year of the Term, within thirty (30) days after receiving Tenant's Gross Sales statement, Landlord agrees to refund such excess to Tenant, which obligation shall survive the expiration of the Term of this Lease. All statements deliverable by Tenant to Landlord under this Lease shall be delivered to the place where rent is then payable, or to such other place or places as Landlord may from time to time direct by written notice to Tenant.

4.5. Landlord's Audit Right. Landlord shall have the right, after reasonable notice, at any time within twelve (12) months after receipt of the annual statement of Gross Sales of Tenant, but not more frequently than once in any calendar year, to audit all of the books of account, documents, records, returns, papers, sales tax returns, original sales records (including, without limitation, cash register tapes, if any, sales slips, bank statements and deposit slips, credit-card records, mail orders, telephone orders, computer records and such other sales records reasonably requested by Landlord), and files of Tenant relating to Gross Sales for any Lease Year; and Tenant, on request of Landlord, shall make all such matters available for such examination at the office of Tenant located in Greater Boston. If Landlord shall have such an audit made for any Lease Year, and the Gross Sales shown by Tenant's statement for such Lease Year shall be found to be understated by more than three percent (3%), then Tenant shall pay to Landlord the reasonable cost of such audit. In any event, Tenant shall promptly pay to Landlord any deficiency in Percentage Rent plus interest at the rate set forth in Section 4.7 from the date such payment should have been made to the date of payment. In the event that such audit discloses an overpayment by Tenant, Landlord shall promptly refund to tenant the amount of such overpayment. Such examination and audit may be made by any certified public accountant designated in writing by Landlord from time to time. Tenant may require Landlord and its certified public accountant to execute a confidentiality and non-disclosure agreement in form reasonably acceptable to Landlord prior to permitting Landlord or its designated certified public account to gain access to the books and records of Tenant.

4.6. No Partnership. Computation of the Percentage Rent specified herein shall be made separately with regard to each Lease Year of the Term hereof; it being understood and agreed that the Gross Sales of any Lease Year and the Percentage Rent due thereon shall have no bearing on, or connection with, the Gross Sales of any other Lease Year of the Term hereof. It is further understood and agreed that the parties shall in no event be construed or held to be a partner or associate of the other in the conduct of the other's business, nor shall one party be liable for any debts incurred by the other in the conduct of that other's business; but it is understood and agreed that the relationship is and at all times shall remain that of landlord and tenant.

4.7. Interest on Late Payment. All Rent and other sums payable hereunder by Tenant which are not paid when due shall bear interest from the date due to the date paid at a rate of four percent (4%) per annum in excess of the "Prime Rate" published in the Wall Street Journal, as the same changes from time to time (the "Default Rate").

4.8. Service Charge. A service charge of \$200.00 shall be assessed on any Rent paid after the fifth (5th) day of each month during the Term of this Lease.

4.9. Additional Rent. In addition to the Minimum Rent, all other payments required to be paid by Tenant under the provisions of this Lease shall be additional rent ("Additional Rent"). Minimum Rent and Additional Rent are collectively referred to herein as "Rent."

Section 5 - Additional Rent: Taxes

5.1. Landlord's Payment of Taxes. Subject to reimbursement by Tenant of its Proportionate Share (as defined in Section 6.2 hereof) thereof, Landlord shall pay before the same become delinquent all taxes, assessments for local improvements, all public and governmental charges constituting a lien against the Shopping Center or any portion thereof, or which are otherwise in the nature of a tax on real property (collectively, "Taxes"), provided however, that if authorities having jurisdiction assess Taxes which Landlord deems excessive, Landlord may defer compliance therewith to the extent legally permitted so long as the validity or amount thereof is contested by Landlord in good faith and so long as Tenant's occupancy of the Premises is not disturbed or threatened. If the Shopping Center is not taxed as a separate tax lot, Landlord shall reasonably allocate the portion of the tax bill attributable to the Shopping Center for purposes of calculating Tenant's proportionate share thereof. Tenant shall not be required to share in any penalties, interest, late payments or the like resulting from Landlord's late payment of Taxes, provided Tenant has paid its share of the Taxes when and as required hereunder. In the event any special assessments are assessed and payable, Tenant's share thereof shall be calculated as if such assessments were being paid by Landlord over the longest period of time permitted by applicable law (including any interest charge associated therewith). If Taxes on the Building are increased as a result of alterations made by another tenant or occupant on its own premises, and if such alterations are separately listed and assessed on the tax bill, Tenant shall not be required to pay any share of such separately listed Tax amount. Taxes shall not include inheritance, estate, excise, succession, transfer, gift, franchise, gross receipts or profit taxes except to the extent that they are in substitution for Taxes now imposed on the Premises.

5.2. Tenant's Personal Property Taxes. Tenant covenants and agrees to pay promptly when due all municipal, county, state and federal taxes assessed against Tenant's leasehold interest and Tenant's fixtures, furnishings, equipment, stock-in-trade and other personal property of any kind owned, installed and existing in the Premises, and Tenant shall pay all license fees which may lawfully be imposed upon the business of Tenant conducted upon the Premises.

5.3. Tenant's Payment of Taxes. Tenant shall pay to Landlord, 100% of all Taxes assessed against or allocable to the property and other improvements located on the Premises, and Tenant's Proportionate Share of all Taxes assessed against or allocable to the Land that constitutes the Shopping Center. Tenant's Proportionate Share of Taxes shall be equitably adjusted for and with respect to the first and last partial calendar years (if any) of the Term of this Lease. The foregoing amounts are hereinafter referred to as "Tenant's Tax Payments".

Commencing on the Rent Commencement Date, Tenant shall pay one twelfth (1/12th) of Tenant's Tax Payments due and payable in each calendar year during the Term on the first day of each month of the Term of this Lease together with Tenant's payment of Minimum Rent. In the event that the actual Taxes for each year is not known to Landlord by December 1 of the preceding calendar year, Landlord may make a reasonable estimate of the Taxes payable for such year, and at such time as the actual tax bill is received, an adjustment shall be made in the amount payable. No interest or income on the amount so deposited shall be paid by Landlord. A copy of the tax bill and proof of payment shall be at all times sufficient evidence of the amount of Taxes.

Landlord reserves the right to file a petition or action seeking a reduction in the Taxes. Tenant shall not independently bring any action or file any petition seeking a reduction in Taxes. If Landlord receives any refund of Taxes previously paid and for which Tenant has made Tenant's Tax Payments, Tenant shall receive a credit against the next due installment of Taxes in an amount equal to its allocable share of such refund, less all costs and attorneys' fees of securing such refund. If Landlord receives a reduction or abatement of Taxes not yet due and payable, Landlord's reasonable costs in pursuing such reduction or abatement shall be added to the next due installment of Taxes.

5.4. Change to Tax System. The foregoing provisions of this Section 5 are predicated upon the present system of taxation in the state in which the Shopping Center is located. If taxes upon rentals, occupancy or other factors shall be imposed, in substitution, in whole or in part, for the present ad valorem real estate taxes, or which are otherwise in the nature of a tax on real property, Taxes shall include such taxes on rentals, occupancy or other factors.

Section 6 - Additional Rent: Operating Costs

6.1. Operating Costs. Subject to Section 6.5 hereof, Tenant shall pay Tenant's Proportionate Share of all costs and expenses of every kind and nature paid or incurred by Landlord or its agents in maintaining, repairing, replacing, operating, managing, equipping, policing, securing, and lighting the Common Areas, in maintaining and repairing and only in the case of casualty or condemnation (and then only to the extent insurance proceeds or condemnation awards, as applicable, are insufficient provided in the case of insurance proceeds that Landlord has carried the insurance required under Section 12.1 hereof) replacing the Building, and in performing Landlord's obligations under this Lease, including, without limitation, any costs incurred by Landlord in fulfilling its obligations under the REA (collectively, "Operating Costs") in the manner provided in Section 6.2 hereof. Such Operating Costs shall include (but not be limited to) reasonable property management fees (which the parties agree shall be five percent (5%) of gross revenues of the Shopping Center), snow removal and sanding costs; costs of utilities supplied to the Common Areas; water and sewer charges; costs related to any water filtration and treatment facilities, treatment plants and settling ponds whether located within or outside of the Shopping Center but only to the extent such costs are equitably allocable to the Shopping Center; premiums for liability, property damage, fire, worker's compensation, and other insurance (including all insurance, hazard, rent loss and otherwise, carried by Landlord with respect to the Shopping Center, or any portion thereof); wages, unemployment taxes, social security taxes, disability benefits, hospitalization, group insurance, uniforms and working clothes attributable to personnel directly servicing the Shopping Center; fees for required licenses and permits; electricity, fuel and other utilities attributable to the Common Areas; supplies, operation of loudspeakers and any other equipment supplying music to the Common Areas; the cost of installing and maintaining any and all under canopy, directional, traffic, property and pylon signage of the Shopping Center, excluding therefrom costs attributable to individual tenants of the Shopping Center on pylon signage; and legal and other professional fees relating to the operation of the Shopping Center, but excluding any professional fees paid in connection with negotiation of leases or enforcement of other tenant leases, reasonable depreciation of equipment used in the operation of the Common Areas. Excluded from Operating Costs shall be (i) Taxes (which are specifically provided for in another

section of the Lease); (ii) payments of principal and interest on any mortgage or other encumbrance on the Shopping Center; (iii) interest, late charges or penalties incurred as a result of Landlord's failure to pay bills in a timely manner (unless such failure is directly related to the failure of Tenant or any other tenant of the Shopping Center to pay its pro rata share of any such bill in a timely manner); (iv) leasing or brokerage fees; (v) depreciation of the Shopping Center; (vi) costs incurred in connection with the transfer or disposition of all or a portion of Landlord's interest in the Shopping Center; and (vii) any capital expenditures incurred by Landlord except as are incurred by Landlord with the intention of increasing operating efficiency or otherwise reducing long-term operating expenses, to conform to legal or insurance requirements not presently applicable, or as necessary to cover insurance deductibles as permitted above, and with the exception of insurance deductibles as aforesaid, only to the extent of the annual amortization thereof over the useful life of the item in question as determined by Landlord. In addition, Operating Costs shall not include (viii) expenses incurred by the Landlord in connection with services or other benefits of a type which are not building standard services or benefits provided to tenants generally, but which are provided only to specific tenants; (ix) any items to the extent such items are reimbursable to the Landlord by the Tenant (other than through Additional Rent), by other tenants or occupants of the Shopping Center, or by any third parties; (x) salaries of officers and executives of Landlord not connected with the operation of the Shopping Center; (xi) the personnel costs of any employee above the grade of building superintendent, building manager or chief engineer; (xii) all costs related to the preparation of any portion of the Shopping Center for occupancy by a tenant or other occupant; (xiii) any cost incurred by the negligent acts or omissions of the Landlord, its agents and employees; (xiv) advertising and promotional expenses associated with the marketing of vacant space in the Shopping Center; (xv) costs and expenses incurred by the Landlord in connection with the repair of damage to the Shopping Center caused by fire or other casualty, to the extent insured or required to be insured against hereunder; (xvi) overhead and profit increment paid to subsidiaries or affiliates of the Landlord for services to the Shopping Center, to the extent that such overhead and profit increment exceeds the amount of such increment that would be included in the cost for such services if such services were rendered at competitive rates by unaffiliated persons or entities; (xvii) the cost of cleaning of premises demised to a specific tenant; (xviii) costs incurred due to violation by the Landlord or any other tenant of the Shopping Center of any lease or any laws, rules, regulations or ordinances applicable to the Shopping Center; and (xix) the cost of any work performed or service provided for which the Landlord is otherwise reimbursed.

The foregoing costs and expenses shall be reduced by the amount (net of collection costs) of any insurance, reimbursement, discount or allowance received by Landlord in connection with such costs and expenses.

6.2. Payment of Operating Costs; Tenant's Proportionate Share. Tenant shall pay to Landlord, Tenant's "Proportionate Share" of Operating Costs in monthly installments commencing on the Lease Commencement Date, initially in the amount estimated by Landlord, on the first day of each and every calendar month, in advance. Tenant's "Proportionate Share" shall be that fraction whose numerator is the total square footage of the floor area of the Premises and whose denominator is the total square footage of rentable floor area in the Shopping Center, which shall in any event exclude all non-sales mezzanine areas and any areas outside of premises demising walls. Within ninety (90) days after the end of each calendar year during the Term hereof, Landlord shall furnish to Tenant a statement in reasonable detail setting forth the

computation of such total costs and expenses; thereupon there shall be a prompt adjustment between Landlord and Tenant, with payment to, or repayment by, Landlord, as the case may require, to the end that Landlord shall receive the entire amount of Tenant's Proportionate Share of said costs and expenses, and no more. Notwithstanding the foregoing to the contrary, delay by Landlord in furnishing Tenant any such statement or notice shall prejudice neither Landlord nor Tenant as to any appropriate payments and adjustment. Tenant's obligations to pay Operating Costs for the calendar years in which the Term commences and expires shall be pro-rated equitably, and Tenant's obligation to make such payments shall survive the expiration or earlier termination of this Lease.

6.3. Allocation of Common Area Operating Costs. Tenant acknowledges and agrees that Landlord shall incur Operating Costs with respect to the Common Areas that will benefit multiple buildings on the Development, including, without limitation, Operating Costs incurred under the REA. Landlord shall, in accordance with its good faith business judgment, allocate to each of the buildings on the Development, including the Premises, for each calendar year or portion thereof during the Term an equitable portion of such Operating Expenses.

6.4. Tenant's Audit Rights. Landlord agrees to keep proper books and records of Operating Costs and Taxes. Tenant, at its expense, shall have the right, during customary business hours throughout the Term, and upon reasonable notice to Landlord, to have a certified public accountant inspect the Landlord's books and records relating to Operating Costs and Taxes during the past Lease Year. Tenant's review shall be conducted in a manner so as not to unreasonably interfere with the conduct of Landlord's business. If it is ultimately determined, without dispute, that errors are contained in such books and records which have resulted in overpayments from Tenant to Landlord for Operating Costs and Taxes, then such overpayments shall be applied as a credit to the next-due installment of Minimum Rent or Additional Rent. If the determination made is, alternatively, that the errors have resulted in underpayments from Tenant, then Tenant shall make payment thereof to Landlord within thirty (30) days of such determination.

6.5. Limit Upon Increases in Operating Costs. Notwithstanding anything to the contrary set forth herein, Tenant's payments under Section 6.2 on account of Operating Costs with respect to each calendar year, commencing with the third (3rd) full calendar year, shall not exceed one hundred five percent (105%) of the prior calendar year's payments under Section 6.2 on account of Operating Costs, excluding costs for snow removal, utilities, insurance and property management fees.

Section 7 - Utilities

7.1. Procurement And Payment of Utilities. Tenant shall be responsible to procure and timely pay directly to the appropriate party for all charges for electricity, water, gas, telephone, sewage usage or rental, refuse removal, and any other utility service furnished to or for the benefit of the Premises during the Term of this Lease and, except for the performance of Landlord's Work, Landlord shall have no obligation or liability for the provision of utilities to the Premises. Tenant, as part of Tenant's Work, shall install and during the Term shall maintain all meters and metering equipment necessary for the separate metering of the Premises for all

utilities and Tenant shall be responsible to connect the Premises to the utility mains, conduits and facilities serving the Shopping Center. If such charges shall in the first instance be paid by Landlord, Tenant shall reimburse Landlord therefor on the first day of each month upon bills rendered to Tenant by Landlord. In addition, Tenant shall pay for all special requirements for utilities and services and for all alterations or modifications required in connection therewith. If Tenant fails to pay any utility charges and as a result a lien is imposed or is threatened to be imposed on the Premises and/or the Shopping Center, Landlord may, but is not obligated to, pay such utility charge and the amount so paid by Landlord plus an administrative fee of Two Hundred Dollars (\$200.00) shall immediately be paid by Tenant to Landlord as Additional Rent.

7.2. Interruption of Utilities. Landlord reserves the right to interrupt any or all utility or other services in or to the Premises in an emergency or when necessary to make repairs to the Common Areas, but with as little interruption to the business of Tenant as is reasonable under the circumstances. No such action by Landlord, or any other interruption of utilities or services, shall be construed as an eviction, or disturbance of possession, or as an election by Landlord to terminate this Lease, nor shall there be any abatement of rent hereunder, nor shall such action by Landlord subject Landlord to any liability to Tenant or any other person or entity. In no event shall Landlord be liable to Tenant or any other person or entity for any loss, damage, or expense which may be sustained by any interruption or failure in the supply of such services.

Section 8 - Use of Premises; Parking Areas; Tenant Exclusive

8.1. Permitted Use. It is understood, and Tenant so agrees, that the Premises during the Term of this Lease shall be used and occupied by Tenant only for use (the "Permitted Use") as a café and a bakery for the preparation and sale at retail, for consumption on and off the Premises, including without limitation the delivery of food off the Premises, of breads, bagels, pastries, cookies, salads, soups, sandwiches, baked potatoes and non-alcoholic beverages including coffee and espresso beverages similar, but not identical to, the business now being operated by Au Bon Pain, Panera Bread and Finagle-a-Bagel, and for the incidental sale of T-shirts, hats, mugs and other "Bear Rock" branded accessories, subject however to the limitations and qualifications specified in this Lease, and for no other use or purpose. Notwithstanding the foregoing, Tenant's sale of coffee, ground coffee and espresso or similar beverages shall be limited to non-branded sales of such products. In no event shall the Gross Sales of Tenant from the sale of espresso or any espresso-based beverages exceed the greater of two percent (2%) of Tenant's Gross Sales per annum or \$25,000 at the Premises. There is no other restriction on the sale of non-branded ground coffee and teas. In no event shall Tenant (which for purposes of this Section 8.1 shall include any assignee, subtenant, licensee, franchisee, concessionaire or other party acting by, through or under Tenant) use, sell or distribute alcoholic beverages at or from the Premises. Notwithstanding the foregoing, and without limitation of the foregoing, Tenant acknowledges that certain tenants or occupants of the Shopping Center have been granted exclusive use rights in the Shopping Center and a copy of the existing exclusive uses granted in the Shopping Center as of the Lease Commencement Date is attached hereto as Exhibit H and incorporated herein. Tenant has reviewed and accepts the restrictions set forth on Exhibit H and covenants that Tenant shall not use or permit the Premises to be used for any use described on Exhibit H and Tenant shall not violate or permit any violation within the Premises of any existing exclusive of tenants of the Shopping Center as set forth in Exhibit H. The inclusion in

Exhibit H of uses that are outside the scope of the Permitted Use hereunder shall in no event be construed as expanding the Permitted Use to which Tenant is limited in this Lease.

8.2. Use Restrictions. Tenant further agrees to conform to the following provisions during the entire Term of this Lease:

(a) No auction, fire or bankruptcy sales may be conducted within the Premises without the prior written consent of Landlord;

(b) Except as otherwise expressly permitted in this Lease, Tenant shall not use the malls, sidewalks adjacent to the Premises or other Common Areas for business purposes without the prior written consent of Landlord and will not place, maintain or store any merchandise or other property outside of the Premises or in the Common Areas;

(c) Tenant shall keep the doors and display windows of the Premises clean and shall keep the same electrically lighted during such periods of time during business hours as windows throughout a major portion of the Shopping Center are kept lighted;

(d) Tenant shall receive and deliver goods and merchandise only in the manner, at such times, and in such areas, as may be designated by Landlord; and all trash, refuse, and the like, shall be kept in covered cans, which cans shall be kept at all times either within the Premises or in a dumpster provided by Tenant (and maintained by Tenant in a manner satisfactory to Landlord and, if so maintained by Tenant, shall be free of additional charges imposed upon Tenant other than as part of Operating Costs) in the location shown on Exhibit B, but in no event stored anywhere else;

(e) Subject to the provisions of Section 18.1, Tenant shall not post any signs on or to any portion of the Premises or the exterior thereof, or display any signs attached to show windows of the Premises without obtaining Landlord's prior written approval. Landlord shall have the right, at Landlord's sole discretion, to require Tenant to remove any sign visible from any portion of the Common Area that is not in keeping with the standards of the Shopping Center;

(f) Tenant shall not perform any act or carry on any practice which may injure the Premises or any other part of the Shopping Center, or cause any offensive odors or loud noise (including the use of loudspeakers), or constitute a nuisance or menace to any other occupant or other persons in the Shopping Center, and in no event shall any noises or odors be emitted from the Premises;

(g) Tenant shall replace promptly, at its expense, any broken door closure and any cracked or broken glass on the Premises with glass of like kind and quality;

(h) Tenant shall not permit the loading or unloading or the parking or standing of delivery vehicles outside any area designated therefor, nor permit any use of vehicles which will interfere with the use of any Common Areas;

(i) Tenant shall maintain the sidewalks in front of the Premises free of snow and ice and accumulation of dirt and rubbish;

(j) Tenant, at its sole cost and expense, shall promptly comply in its use, occupancy and construction of the Premises with all applicable laws and ordinances, governmental rules, regulations, and orders, certificates of occupancy, conditional use or other permits, variances, covenants and restrictions of record, including, without limitation, the provisions of the REA, and the reasonable recommendations of Landlord's engineers or other consultants, and requirements of any fire insurance underwriters, rating bureaus or government agencies, now in effect or which may hereafter come into effect, whether or not they reflect a change in policy from that now existing, during the Term or any part of the Term hereof, relating in any manner to the Premises and the occupation and use by Tenant of the Premises, and will, at its sole cost and expense, install and maintain such fire extinguishing or alarm apparatus as is required by law, ordinance or regulation;

(k) In the event that any activity engaged in by Tenant, its agents, employees and officers at or from the Premises, in the manner of its conduct of the Permitted Use, causes members of the public to protest such actions by picketing, marches, or other forms of public protest and Landlord reasonably determines that the continuance of such picketing or other protest is not in the Shopping Center's best interests, Tenant shall cease the activity in question at and from the Premises within ten (10) days of the date of written notice to do so from Landlord.

8.3. Tenant Use of Parking Areas. Subject to the provisions of the REA and the Rules and Regulations, Tenant shall during the Term hereof have the non-exclusive right to use the parking facilities located on the Shopping Center for the accommodation and parking of such automobiles of Tenant, its officers, agents and employees, and its customers while shopping in the Shopping Center. Tenant shall also have the right to use, on a non-exclusive basis, the Common Areas of the Shopping Center. Notwithstanding the foregoing, it is understood and agreed that Landlord shall have the right to designate, modify and change from time to time, the parking facilities, access roads, traffic lanes, curbing, common facilities or buildings in the Shopping Center; provided, however, that no such change shall materially reduce the number of parking spaces available immediately adjacent to the Premises or materially interfere with the visibility of, or access to, the Premises.

Tenant agrees to cause its employees to park their cars only on such areas within the Shopping Center as Landlord may from time to time designate as employee parking areas. If any employee of Tenant shall park his or her car other than in designated employee parking areas, Landlord shall have the right and privilege to have any such car towed away at Tenant's expense and risk.

8.4. Uses Competing with the Permitted Use. Landlord agrees that, so long as Tenant is conducting business in the entirety of the Premises for the Permitted Use, Landlord will not lease space in the Shopping Center to any other tenant operating a similar café and bakery with a menu similar to Tenant's, including, but not limited to, McAllisters, Jason's Deli, Atlanta Bread, Panera Bread, St. Louis Bread Company, Camille's Sidewalk Café, Schlotsky's, Corner Bakery, Café Express or any other tenant for whom at least fifty percent (50%) of its primary sales are derived from the sale of deli sandwich products, including soups, salads and specialty breads. In no event shall the foregoing covenant apply to Landlord's leasing of space

to any full-service restaurant, irrespective of the portion of their primary sales devoted to the foregoing.

Section 9 - Maintenance of Building, Etc.

9.1. Landlord's Obligations. During the Term of this Lease and subject to the provisions of Section 6.2 hereof, Landlord shall keep and maintain the Common Areas, the foundation, roof, and structural members of the building in which the Premises is located, and the utility mains, conduits and facilities installed by Landlord as part of Landlord's Work in good condition and repair, except for any repairs to special equipment or installations installed in the Premises by Tenant, including any items of Tenant's Work, and except for any repairs required by reasons of the acts or omissions of Tenant, its employees, agents, invitees, licensees, or contractors. Landlord shall further maintain the parking facilities and access roads reasonably free of snow and ice and accumulation of dirt and rubbish, and shall keep and maintain all landscaped areas on the Shopping Center in a neat and orderly condition, reasonable wear and tear excepted. However, any damage to any of the foregoing caused by any act, omission or negligence of Tenant, its employees, agents, invitees, licensees or contractors shall be repaired or replaced promptly by Tenant. Tenant agrees to promptly give Landlord written notice of the necessity of any repairs required to be performed to the Premises or the Common Areas.

9.2. Tenant's Obligations. During the Term of this Lease and except for Landlord's obligations under Section 9.1, Tenant, at Tenant's sole cost and expense, shall keep and maintain in good and clean order, condition and repair (including reasonable periodic painting and decorating, and including replacement as required) the Premises and every part thereof including, but not limited to, performing all repairs and replacements to the Premises and the building systems and components located in the Premises or outside of the Premises which exclusively serve the Premises, whether ordinary or extraordinary, foreseen or unforeseen, and which are necessary or appropriate to maintain the Premises in good condition and repair, it being understood that Landlord shall not be required to make any repairs to the Premises except as expressly set forth in Section 9.1 of this Lease or to clean the Premises during the Term hereof. The Premises shall not be maintained as, nor shall Tenant permit the Premises to become, a public or private nuisance. However, any damage to any of the foregoing caused by any act or negligence of Landlord, its employees, agents or contractors, shall be repaired or replaced promptly by Landlord. Tenant shall obtain and maintain at all times during the Term of this Lease a maintenance contract with a responsible, licensed HVAC contractor, on terms reasonably acceptable to Landlord, for the regular maintenance of all heating, air conditioning and ventilating equipment within or exclusively serving the Premises, and shall be responsible for the performance of all maintenance to be performed thereunder. Tenant shall keep accurate and complete records of the performance of all scheduled maintenance under such contract and shall provide copies thereof to Landlord from time to time upon request by Landlord.

Section 10 - Landlord's Access to Premises

10.1. Landlord's Access to Premises. Landlord and its designees shall have the right to enter upon the Premises at all reasonable hours upon not less than 24 hours advance notice

(except in the case of a bona fide emergency, in which case no notice shall be required) for the purpose of inspecting or making repairs to the same. If repairs are required to be made or other action taken by Tenant pursuant to the terms hereof, (such as, but not limited to, the maintenance of a standard of cleanliness and neatness consistent with the operation of a first class shopping center, or action necessary to preclude emission of odors or noises from the Premises) Landlord may demand that Tenant make the same forthwith, and if Tenant refuses or neglects to commence such repairs or action and complete the same with reasonable dispatch, after such demand, Landlord may (but shall not be required so to do) make or cause such repairs to be made or such action taken and shall not be responsible to Tenant for any loss or damage that may accrue to its stock or business by reason thereof. If Landlord makes or causes such repairs to be made, Tenant agrees that it will forthwith, on demand, pay to Landlord the cost thereof, and if it shall default in such payment, Landlord shall have the remedies provided in Section 17 hereof.

At any time during the Lease Term, and on reasonable notice where practicable, Landlord may have reasonable access to the Premises for the purpose of exhibiting the same to lenders, prospective purchasers, or their representatives. Landlord may also exhibit the Premises to prospective tenants and may post "For Lease" signs on the Premises, during the last twelve (12) months of the Term.

Section 11 - Indemnity and Public Liability Insurance: Indemnity

11.1. Tenant's Liability Insurance. Tenant agrees to maintain in full force during the Term hereof a policy of commercial general liability insurance under which Landlord, Landlord's property manager (and such other persons or entities as Landlord may reasonably request from time to time), are named as additional insureds, and under which the insurer agrees to indemnify and hold Landlord and Landlord's property manager, or any successor property manager or managers as may be appointed or retained by Landlord for managing the Shopping Center harmless from and against all costs, expense and/or liability arising out of or based upon any and all claims, accidents, injuries, and damages mentioned in Section 14.1. Such policy shall be non-cancelable with respect to Landlord without thirty (30) days' prior written notice to Landlord, and shall be issued by an insurance company reasonably acceptable to Landlord, and legally authorized to do business in the Commonwealth of Massachusetts. The limit of liability should not be less than Five Million Dollars (\$5,000,000) combined single limit for bodily injury and property damage liability and contain a deductible no greater than \$10,000.00. An insurance certificate shall be delivered to Landlord each year of Tenant's tenancy.

11.2. Occupancy at Tenant's Risk. Tenant agrees to use and occupy the Premises and to use such other portions of the Shopping Center as it is herein given the right to use at its own risk; and that, except insofar as caused by its own negligence (subject however to Section 12.3 hereof), Landlord shall have no responsibility or liability for any loss of or damage to improvements, betterments, furniture, fixtures, equipment, merchandise or other personal property of Tenant. Without limiting the foregoing Landlord shall not be responsible or liable to Tenant, or to those claiming by, through or under Tenant, for any loss or damage which may be occasioned by or through the acts or omissions of persons occupying space adjoining the Premises or any part of the Shopping Center, or for any loss or damage resulting to Tenant, or

those claiming by, through or under Tenant, or its or their property, from the breaking, bursting, stoppage or leaking of electrical cable and wires, and water, gas, sewer or steam pipes.

11.3. Release of Landlord. All property of any kind that may be on or at the Premises shall be at the sole risk of Tenant, or those claiming through or under Tenant. Except insofar as may be caused by its own negligence (subject however to Section 12.3 hereof), Landlord shall not be liable to Tenant, or to any other person or entity due to any of the following: (a) damage, loss or injury, either to person or property in or upon the Premises or the Common Areas; (b) equipment, fixtures, appliances or machinery in or upon the Premises or the Shopping Center, including but not limited to all Common Areas, being or becoming out of repair or defective; (c) the happening of any accident, however occurring; (d) any act or neglect of Tenant, of any other tenant or occupant of the Shopping Center, or of any other person, persons or entities; (e) water, snow, rain, backing up of water mains or sewers, frost, steam, sewage, illuminating gas, sewer gas, odors, electricity or electric current, bursting, stoppage or leaking of pipes, plumbing, sinks and fixtures in or about the Premises or the Shopping Center; (f) the use or misuse of any instrumentality or agency in or connected with the Premises or the Shopping Center; or (g) any nuisance made or suffered in, on or at the Premises or any other area of the Shopping Center.

11.4. Tenant Indemnification. Tenant shall indemnify, defend and save harmless Landlord against all claims, costs, liability, damage or other expense, including reasonable attorneys' fees, which may be imposed upon, incurred by, or asserted against Landlord by reason of all or any of the following: (i) any death, damage or injury to persons or property occurring in or on the Premises, or in or on the streets and sidewalks adjacent thereto if the death, damage or injury arises out of Tenant's use and occupancy of the Premises; (ii) any death, damage or injury to persons or property occurring in, on or about the Shopping Center and resulting or alleged to have resulted from the acts or omission of Tenant, its agents, contractors, licensees or invitees, or otherwise relating to Tenant's use of or activities at the Premises; (iii) any negligence on the part of Tenant, its agents, contractors, licensees or invitees; (iv) any litigation commenced by or against Tenant to which Landlord is made a party without any fault on the part of Landlord; and (v) any failure on the part of Tenant to perform or comply with any covenant or agreement required to be performed or complied with by Tenant hereunder.

Section 12 - Property and Other Insurance

12.1. Landlord's Insurance. Landlord shall keep the Building and the Common Areas insured against loss or damage by fire and other casualties covered by a "special form" property insurance policy, for their replacement cost, and such other insurance as any mortgage holder on the Shopping Center shall require.

12.2. Tenant's Insurance. In addition to the commercial general liability insurance required pursuant to Section 11.1 above, Tenant shall obtain and keep in force, at Tenant's expense, at all times during the Term of this Lease, the following insurance: (i) "Special Form" casualty insurance, covering fire and all other "all risk" coverage perils, subject only to exclusions acceptable to Landlord; said policy shall (A) cover the Tenant's Work, Tenant's stock in trade, fixtures, furniture, equipment, signs, and all other installations, improvements and betterments made by or for Tenant, on or about the Premises, on the basis of no less than full

replacement cost; (B) provide for allowance of complete waiver of subrogation; (C) name Landlord as Loss Payee; and (D) contain a broad form hold harmless endorsement identifying Landlord, and cover contractual agreements; (ii) worker's compensation insurance consistent with statutory requirements; (iii) business interruption insurance with limits sufficient to pay Rent for a period of twelve (12) months; (iv) plate glass insurance, and (v) such other insurance as may be reasonably required by Landlord from time to time.

Said insurance shall be issued by an insurance company reasonably acceptable to Landlord, and legally authorized to do business in the Commonwealth of Massachusetts; shall be in a form reasonably satisfactory to Landlord; and shall provide for at least thirty (30) days' notice, by certified mail, return receipt requested, to Landlord before cancellation, termination, non-renewal or change of such insurance. Evidence of said insurance, and any renewals thereof, shall be delivered to Landlord from time to time upon request and may remain in the possession of Landlord.

Nothing in this Article 12 will prevent Tenant from taking out insurance of the kind and in the amounts provided for under this Article under a blanket insurance policy or policies covering other properties as well as the Premises. Any policy or policies of blanket insurance (i) will specify, or Tenant will furnish Landlord with a written statement from the insurers specifying, the amounts of the total insurance allocated to the Premises, which amounts will not be less than the amounts required by this Section and will be sufficient to prevent any of the insureds from becoming a co-insurer within the terms of the applicable policy or policies, (ii) will contain an "Agreed Amount" clause as to the Premises and (iii) will otherwise comply as to endorsements and coverage with the provisions of this Section.

12.3. Waiver of Subrogation. Landlord and Tenant hereby agree that, to the extent that a loss is covered by insurance or is self insured (with the deductible under any policy being deemed to be self-insured), each hereby waives any and all rights of recovery against the other for any loss or damage to the Premises or the contents contained therein, for loss or income on account of fire or other casualty, or for injury sustained on the Premises or the Common Areas; and each party's aforesaid policies of insurance shall contain appropriate provisions recognizing this mutual release and waiving all rights of subrogation by the respective insurance carriers.

Section 13 - Alterations and Improvements

13.1. Alterations and Improvements. Except as otherwise set forth below, Tenant shall not make any alterations, improvements and/or additions in or to any portion of the Premises, including without limitation the storefront and the exterior of the Premises, without, in each instance, first obtaining the written consent of Landlord which consent shall not be unreasonably withheld, conditioned or delayed in the case of purely interior alterations, improvements and/or additions that are neither structural nor visible from outside of the Premises. Notwithstanding the foregoing, Tenant shall be permitted to repaint the interior of the Premises, replace any carpeting or wall covering in the Premises or make other interior non-structural alterations and improvements costing less than \$25,000.00 in the aggregate without Landlord's prior consent, provided, however, that in any event, Tenant shall give to Landlord prior written notice of, and plans relating to, any such alteration or improvements. All

such plans and proposed contractors and subcontractors performing such alterations or improvements shall be subject to Landlord's review and consent, which shall not be unreasonably withheld, conditioned or delayed. In connection with any alterations, Tenant shall provide lien waivers, evidence of appropriate insurance and sworn construction statements if such items are reasonably requested by Landlord or its lender. Landlord may post on the Premises in one or more locations selected by Landlord with a notice of non-responsibility with respect to the cost of any such improvement or alteration.

13.2. Mechanic's Liens. Tenant shall not cause or permit any mechanic's or similar liens to be placed upon the Premises or the Shopping Center for labor or materials furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed on the Premises, whether such work was performed or materials furnished before or after the commencement of the Lease Term. Tenant shall cause any such lien which is filed against the Premises or the Shopping Center to be discharged immediately, either by payment in full of the amount claimed to be due or by posting a bond or other appropriate security with a court of competent jurisdiction. Landlord may discharge the amount of any such lien or claim by paying the amount claimed to be due, and the amount so paid and the expenses incurred by Landlord in connection therewith, including, without limitation, attorneys' fees, shall be due and payable by Tenant immediately upon demand by Landlord and shall constitute Rent.

Section 14 - Assignment and Subletting

14.1. Assignment and Subletting. Tenant may assign this Lease or sublet the Premises only with the prior written consent of Landlord, which consent shall not be unreasonably withheld, provided, however, that Landlord shall not be deemed to be unreasonable in withholding its consent to any proposed assignment or subletting by Tenant if the proposed assignee or subtenant (i) would engage in a use other than the Permitted Use, or otherwise or by its manner of conducting the same, would violate or conflict with the provisions of this Lease, the REA, or any then existing exclusive rights of other tenants or other occupants of the Shopping Center; (ii) does not, in Landlord's reasonable judgment, have the financial worth, resources or creditworthiness to perform the lease obligations being assumed; (iii) is not of a character or reputation in keeping with the standards of the Shopping Center; (iv) does not have at least three (3) years of experience in operating retail business of the type being operated by Tenant at the Premises; or (v) is not likely to generate substantially the same amount of Gross Sales at the Premises as Tenant has generated. If Landlord grants such consent to a proposed assignment or sublease, Tenant shall nevertheless remain liable for payment and performance of its obligations hereunder. In the case of a sublease of the Premises, Landlord shall be entitled to one hundred percent (100%) of the rent payments by the sublessee in excess of Minimum Rent payable hereunder (measured on a per square foot basis).

14.2. Change in Tenant Structure. If, at any time during the Term of this Lease, Tenant is: (i) a corporation or a trust (whether or not having shares of beneficial interest) and there shall occur any change in the identity of any of the persons then having power to participate in the election or appointment of the directors, trustees, or other persons exercising like functions and managing the affairs of Tenant or (ii) a partnership, limited liability company

or association or otherwise not a natural person (and is not a corporation or a trust) and there shall occur any change in the identity of any of the persons who then are members of such partnership, limited liability company or association or who comprise Tenant, such change shall be deemed to be an assignment for purposes of this Section 14.

14.3. Permitted Transfers. Notwithstanding anything contained in this Article 14 to the contrary, Landlord's consent shall not be required with respect to either (x) transactions with an entity into or with which Tenant is merged or consolidated, or to which all or substantially all of Tenant's assets are transferred, or (y) transactions with any entity which controls or is controlled by Tenant or is under common control with Tenant; provided that in any such event:

(a) the successor to Tenant has a net worth, computed in accordance with generally accepted accounting principles consistently applied, at least equal to the net worth of Tenant immediately prior to such merger, consolidation or transfer,

(b) proof reasonably satisfactory to Landlord of such net worth shall have been delivered to Landlord at least ten (10) days prior to the effective date of any such transaction, and

(c) the assignee agrees directly with Landlord, by written instrument in form satisfactory to Landlord in its reasonable discretion, to be bound by all the obligations of Tenant hereunder, including, without limitation, the covenant against further assignment and subletting.

14.4. Administrative Expense. Tenant shall, in connection with any requested approval of an assignment or subleasing of the Premises, pay to Landlord the sum of Five Hundred and 00/100 Dollars (\$500.00) at the time of submitting such request as the cost of administering and processing such request. In addition, Tenant shall reimburse Landlord for the actual amount incurred by Landlord in attorneys' fees in processing the request and/or preparing any documents in connection therewith.

Section 15 - Damage Clause

15.1. Damage by Fire or Other Casualty.

(a) If the Building or the Premises shall be damaged or destroyed by fire or other casualty during the Term or the Extended Term, this Lease shall, except as hereinafter provided, remain in full force and effect, and Landlord shall restore the Building and the Premises to their condition existing as of the Delivery of the Premises to Tenant under this Lease. Tenant shall, promptly after adjusting its insurance claim, if any, and obtaining any necessary governmental approvals for reconstruction, commence and diligently prosecute to completion the restoration of the interior fit-out of the Premises to their condition immediately prior to such casualty (subject, however, to zoning laws and building codes then in existence and the requirements of the REA). Tenant shall complete such restoration within one hundred eighty (180) days following issuance of all necessary permits to do so and subject to Force Majeure (as defined in Section 33). Tenant shall not be entitled to abate Rent due under this Lease as a result of such casualty. Upon Tenant's receipt of all permits necessary to perform its restoration obligations and the mutual agreement of Landlord and Tenant on a disbursement schedule for

any proceeds, Landlord shall reasonably cooperate with Tenant in executing any documents necessary to release the proceeds of Tenant's casualty insurance allocable to and necessary for the performance of Tenant's restoration obligations as such restoration work progresses.

(b) If (i) 25% or more of the floor area of the Building shall be damaged or destroyed by fire or other casualty, or (ii) Landlord is prohibited by applicable building or zoning laws from rebuilding the Building, Landlord may elect to terminate this Lease by delivering written notice to Tenant within thirty (30) days after the occurrence of such damage or destruction, and this Lease shall terminate as of the date set forth in such notice but in no event earlier than thirty (30) days after the date of such notice, in which case the parties shall be released from further liability hereunder, except as otherwise expressly provided herein, and this Lease shall be null, void, and of no further effect between the parties. In the event of termination pursuant to the preceding sentence, Landlord shall be entitled to and Tenant hereby unconditionally assigns all of Tenant's right, title and interest in all proceeds of insurance and rights of recovery against insurers on policies covering the Premises from such destruction and this assignment shall survive the termination of this Lease. If this Lease is not terminated, Tenant shall not be entitled to abate Rent due under this Lease as a result of such casualty.

(c) If 25% or more of the floor area in the Premises shall be damaged or destroyed during the last two (2) years of the Term then in effect, Landlord or Tenant may elect to terminate this Lease by delivering written notice to the other within thirty (30) days after the occurrence of such damage or destruction, and this Lease shall terminate as of the date set forth in such notice but in no event earlier than thirty (30) days after the date of such notice, in which case the parties shall be released from further liability hereunder, except as otherwise expressly provided herein, and this Lease shall be null, void, and of no further effect between the parties.

Section 16 - Eminent Domain.

16.1. Taking or Sale. If the Premises, or any part thereof, or more than twenty-five percent (25%) of the Shopping Center (including Common Areas) is taken by condemnation or the right of eminent domain or by private sale in lieu thereof to the potential condemning authority, Landlord shall be entitled to terminate this Lease upon written notice to Tenant within forty-five (45) days of such taking or sale. If any portion of the Premises is so taken or sold and if this Lease is not terminated in accordance with the provisions hereof, within a reasonable time after such taking or sale Landlord shall restore the portions of the Building which Landlord is required to repair and maintain pursuant to Section 9.1 and Tenant shall restore any portion of the Premises affected by the taking to as near the condition which existed immediately prior to such taking or sale as reasonably possible, and Rent shall abate during such period of time as the Premises is untenable, in the proportion that the untenable portion of the Premises bears to the entire Premises.

16.2. Tenant's Rights to Condemnation Proceeds. Tenant shall have the right to make a claim for its unamortized cost of the Premises and its fixtures and leasehold improvements to the extent paid for by Tenant, and moving expenses, all to the extent such damages are allocable; provided, that such claim is made in a separate action from Landlord's claim and provided further, that any award therefor can be made separately to Tenant without

diminution of any award to be made to Landlord. Other than the foregoing, Tenant shall not be entitled to claim, or have paid to Tenant, any compensation or damages whatsoever for or on account of any loss, injury, damages or taking of any right, interest or estate of Tenant, and Tenant hereby relinquishes and assigns to Landlord any rights to any damages of any nature whatsoever.

Section 17 - Landlord's Remedies

17.1. "Tenant Default" Defined. Any one of the following shall be deemed to be a "Tenant Default":

A. Failure on the part of Tenant to make payment of Rent or any other monetary amount due under this Lease within five (5) days after written notice from Landlord; or

B. With respect to a non-monetary default under this Lease, failure of Tenant to cure the same within thirty (30) days after notice thereof, or, if such default cannot reasonably be cured within thirty (30) days, within such reasonable additional time as shall be necessary as long as Tenant proceeds in good faith and with due diligence, shall be deemed to be a Tenant Default. Tenant shall be obligated to commence forthwith and to complete as soon as possible the curing of such default; and if Tenant fails so to do, the same shall be deemed to be a Tenant Default. However, at any time after Landlord shall have sent to Tenant two (2) notices of any default, even if such defaults have been cured and the cure period for Tenant for any subsequent defaults within the next following twelve (12) month period shall, except as set forth below, be ten (10) days. Notwithstanding the foregoing to the contrary, if Landlord shall have sent to Tenant three (3) notices of default within any twelve month period during the Term hereof, Tenant shall have no grace period within which to cure any subsequent default for the twelve (12) month period after the last such notice; or

C. If (i) the estate hereby created shall be taken on execution or by other process of law; (ii) Tenant shall be judicially declared bankrupt or insolvent according to law; (iii) Tenant or any guarantor of this Lease shall be insolvent (whether in the bankruptcy or equity sense); (iv) an assignment shall be made of the property of Tenant for the benefit of creditors; (v) a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer shall be appointed to take charge of all or any substantial part of Tenant's property or the property of any guarantor of this Lease by a court of competent jurisdiction; (vi) any petition or claim for relief shall be filed by or against Tenant or any guarantor of this Lease under any provisions of any federal or state law relating to bankruptcy or insolvency now or hereafter enacted and the same is not dismissed within 60 days after it is commenced; or (vii) there shall be a Tenant Default under any other lease with Landlord.

17.2. Landlord's Remedies. Upon the occurrence of a Tenant Default, Landlord may elect either (i) to cancel and terminate this Lease, and this Lease shall not be treated as an asset of Tenant's estate, or (ii) to terminate Tenant's right to possession only without terminating this Lease.

In the event of election under (ii) to terminate Tenant's right to possession only, Landlord may, at Landlord's option, enter into the Premises and take and hold possession thereof without

such entry and possession terminating this Lease, or releasing Tenant, in whole or in part, from Tenant's obligation to pay Rent and other charges provided for herein. Upon and after entering into possession without termination of this Lease, Landlord may remove all persons and property from the Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant and without being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby. Upon and after entering into possession without termination of this Lease, Landlord shall be entitled (but shall have no obligation) to lease or sublet the Premises on such terms as Landlord, in its sole discretion, shall elect. If the consideration collected by Landlord upon any such reletting, and after deducting all advertising expenses, storage charges for Tenant personalty, brokerage fees, commissions, legal expenses, and costs of repairs, tenant improvements and redecorating, is not sufficient to pay the Rent and other charges provided for herein, Tenant shall pay to Landlord the amount of the deficiency upon demand. No such re-entry or taking possession of or alteration, repair or redecoration of the Premises by Landlord shall be deemed or interpreted to be an election to terminate this Lease, which termination shall occur only if written notice of termination be given to Tenant or the termination thereof be decreed by a court of competent jurisdiction.

Notwithstanding Landlord's election to terminate Tenant's right to possession only, and notwithstanding any reletting without termination, Landlord, at any time thereafter, may elect to terminate this Lease, and to recover, in lieu of the amounts which would thereafter be payable pursuant to the foregoing, as damages for loss of the bargain and not as a penalty, the amount by which the rental value of the portion of the Term unexpired at the time of such election is less than the entire amount of unpaid Rent which would have been payable by Tenant hereunder for the unexpired portion of the Term, which deficiency and all expenses incident thereto, including commissions, attorneys' fees, expenses of alterations, repairs and redecorating shall be due to Landlord as of the time Landlord exercises said election, notwithstanding that the full Term has not expired; and if Landlord, after such reentry, leases the Premises, then the rent payable under such new lease shall be conclusive evidence of the rental value of said unexpired portion of said Term.

If Landlord at any time is compelled to pay, or elects to pay, any sum of money by reason of the failure of Tenant to comply with any provision of this Lease, or if Landlord is compelled to incur any expense, including attorneys' fees in instituting, prosecuting or defending any action or proceeding instituted by reason of any default of Tenant hereunder, the sum or sums so paid by Landlord shall be due from Tenant to Landlord on the next date following the payment of such sums upon which a regular monthly rental payment is due, together with interest at the Default Rate, from the date of payment by Landlord.

No right or remedy herein conferred upon or reserved to Landlord is intended to be exclusive of any other right or remedy herein or by law provided but each shall be cumulative and in addition to every other right or remedy given herein or now or hereafter existing at law or in equity or by statute.

17.3. Landlord Default. Landlord shall not be in default in the performance of any of Landlord's obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days or such additional time as is reasonably required to correct

such default after written notice by Tenant to Landlord properly specifying Landlord's failure to perform any such obligation. Tenant's obligations to pay Rent and all other charges and amounts due under this Lease is an independent covenant, and is and shall not be subject to any abatement, deduction, counterclaim, reduction, setoff or defense of any kind.

Section 18 - Signs

18.1. Signs. All signage on or relating to the Premises or Tenant's use thereof shall be subject to Landlord's prior approval and to receipt of all necessary municipal or other applicable governmental permits, consents or approvals. Landlord hereby consents to Tenant's sign criteria set forth on Exhibit E attached hereto and made a part hereof and further consents to the placement of its storefront sign as identified in said Exhibit E. Upon expiration or termination of the Term of this Lease, Tenant shall remove its signage at its sole cost and expense. Tenant shall repair and restore any damage to the Premises caused by the installation or removal of any sign by or for Tenant.

Section 19 - Rules and Regulations

19.1. Rules and Regulations. Tenant shall use the Premises and the Shopping Center in accordance with such reasonable rules and regulations as may from time to time be made by Landlord with respect to hours of operation and/or for the general safety, comfort and convenience of the owners, occupants and tenants of the Shopping Center or for the conservation of energy, and shall cause Tenant's customers, employees, and invitees to abide by such rules and regulations ("**Rules and Regulations**"). Such Rules and Regulations shall not be enforced in a discriminatory manner as to Tenant. The Rules and Regulations in effect as of the date of this Lease are attached hereto and made a part hereof as Exhibit F.

Section 20 - Surrender of Premises; Holdover

20.1. Surrender of Premises. At the expiration or earlier termination of this Lease, Tenant shall quit and deliver the Premises and all property of Landlord to Landlord in as good condition as when Tenant took possession or as the Premises were thereafter placed in by Landlord or Tenant, excepting only ordinary wear and tear, and damage or destruction which is required by the terms hereof to be repaired, maintained or replaced by Landlord. If Tenant fails to do so, Landlord may make repairs, and any expenditures by Landlord shall be due and payable from Tenant upon demand, plus fifteen percent (15%) of such expenditures for overhead and supervision.

20.2. Holdover Rent. Any holding over after the expiration of the Term shall be construed to be a tenancy from month to month at one hundred fifty percent (150%) of the Minimum Rent, Percentage Rent and Additional Rent last due under this Lease before the expiration of the Term of this Lease (prorated on a monthly basis) and shall otherwise be on the provisions herein specified, so far as applicable. The enforcement of this provision by Landlord shall not be, or be deemed to be, a consent by Landlord to such holding over.

Section 21 - Landlord's Property; Tenant's Personal Property

21.1. Landlord's Property. Upon the expiration or earlier termination of the Term of this Lease, all partitions in and improvements affixed to the Premises, and all fixtures, machinery and equipment, including but not limited to heating and air conditioning equipment, plumbing and electrical pipes, wiring, connections and fittings, which are necessary to the mechanical, plumbing and electrical operation and maintenance of the Premises, shall be the property of Landlord, without compensation to Tenant, whether owned, purchased or constructed by Landlord or by Tenant.

21.2. Tenant's Personal Property. All furniture, signage, movable fixtures, equipment, Tenant trade fixtures and movable personal property, except those included in Section 21.1 above, if they are put in at the expense of Tenant, shall be the property of Tenant ("Tenant's Personal Property"), and may be removed by Tenant at any time. All of such property shall be removed on or before the termination of the Term of this Lease, and all property not so removed shall be conclusively deemed abandoned by Tenant. Tenant, at its cost and expense, shall repair any damage done to the Premises by such removal. If Tenant chooses not to remove any of Tenant's Personal Property, Landlord may require Tenant to remove all of Tenant's Personal Property or Landlord may cause the same to be removed, stored and disposed of at Tenant's cost. Any costs advanced or paid by Landlord in connection therewith shall be due and payable from Tenant to Landlord immediately and shall bear interest at the Default Rate. Tenant hereby releases Landlord, its agents, employees and contractor's, from any and all liability or claims of any nature whatsoever arising out of or relating to Landlord's removal of Tenant's Personal Property from the Premises as aforesaid or storage of such property, including without limitation, claims for damage to such property suffered in connection therewith.

21.3. Security Interest. [Intentionally deleted]

Section 22 - Security Deposit

22.1. Security Deposit. [Intentionally deleted.]

Section 23 - Limitation on Liability of Landlord; Transfer

23.1. Limitation on Liability of Landlord. Anything to the contrary herein contained notwithstanding, there shall be absolutely no personal liability on persons, firms or entities who constitute Landlord, or who serves as its trustees, directors, officers, legal counsel or employees, with respect to any of the terms, covenants, conditions and provisions of this Lease, and Tenant shall, subject to the rights of any mortgagee, look solely to the interest of Landlord, its successors and assigns, in the Shopping Center for the satisfaction of each and every remedy of Tenant in the event of a Landlord Default hereunder. Landlord and Tenant agree no partner or agent of Landlord or officer, director, shareholder or agent of any partner or agent of Landlord shall be personally liable under any of the representations, covenants or agreements of Landlord expressed herein or implied hereunder, or otherwise because of anything arising from or connected with the use and occupation of the Premises by Tenant, and Tenant agrees that any and all claims arising or accruing to Tenant hereunder shall be enforced and satisfied only

against the Shopping Center as set forth in Section 2.1 above and not in any case against any other assets of Landlord or its partners or any of them or their successors. The provisions of this section are equally applicable to any successor to the interest of Landlord. This paragraph shall not limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord.

Section 24 - Changes and Additions to Shopping Center

24.1. Changes and Additions to Shopping Center. Landlord hereby reserves the right at any time to make alterations or additions to and to construct other buildings or improvements on the Shopping Center from time to time and to make alterations thereof or additions thereto, or to build additional stories on any such buildings or building and to build other structures adjoining same. Landlord shall exercise its rights under this Section 24.1 with all reasonable care in a manner intended to minimize any interference with the rights of Tenant hereunder or the use by Tenant of the Premises. Notwithstanding the foregoing, Landlord agrees not to materially reduce the parking available outside the Premises, materially adversely affect the visibility of the Premises or materially interfere with access to the Premises.

Section 25 - Co-Tenancy Rent Adjustment and Termination Rights

25.1. Anchor Tenant Condition. If at any time during the term of this Lease, there is not at least one (1) tenant in the Shopping Center conducting business therein, in a space comprising at least 18,000 rentable square feet (an "Anchor Tenant"), then for all purposes of this Lease, the "Anchor Tenant Condition" shall be considered not then being fulfilled. For purposes of this Section 25.1, the Anchor Tenant Condition cannot be considered unfulfilled until such time as an Anchor Tenant has initially commenced doing business in the Shopping Center.

25.2. Rent Adjustment. During any period that Tenant is conducting business in the entirety of the Premises for the Permitted Use, should the Anchor Tenant Condition not then be fulfilled in accordance with the specifications described in Section 25.1, subject to the conditions set forth below in this Section 25.2, Tenant may give Landlord notice requiring that Minimum Rent shall be suspended for the pertinent period of time, and in lieu thereof, Tenant shall pay six percent (6%) of its Gross Sales attributable to such period of time. However, the foregoing adjustment shall be made only if Gross Sales with respect to the pertinent period of time does not exceed eighty five percent (85%) of Gross Sales for the same calendar period with respect to the immediately prior calendar year. For example, if the Anchor Tenant Condition was not fulfilled during the period from October 1, 2006 to July 1, 2007, then the pertinent comparison period shall be October 1, 2005 to July 1, 2006. Following the proper giving of notice by Tenant as aforesaid, Tenant shall continue to pay Minimum Rent during the pendency of any such failure of the Anchor Tenant Condition to be fulfilled until it can be determined whether or not the rent adjustment contemplated by this Section 25.2 is applicable. Upon Landlord's determination of such applicability, Landlord shall reimburse Tenant for any overpayment. However, if Tenant is entitled to terminate this Lease under Section 25.3 below, and fails to timely do so, then the rent adjustment provisions of this Section 25.2 shall end as of the expiration of the twelfth (12th) consecutive month following the failure of the Anchor Tenant Condition to be fulfilled.

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25.3. Tenant's Termination Right. If the Anchor Tenant Condition shall continue unfulfilled for a period exceeding twelve (12) consecutive calendar months, then Tenant shall have the one (1) time right, given during the eleventh (11th) calendar month of such period, to terminate this Lease. If Tenant gives termination notice as aforesaid, then unless the Anchor Tenant Condition is fulfilled on or prior to the date thirty (30) days following the giving of such notice, this Lease shall terminate as of said thirtieth (30th) day, whereupon the term of this Lease shall expire on all of the same terms and conditions as if it were the originally scheduled expiration date of the term.

25.4. Landlord's Termination Right. If Tenant exercises its right to require that Minimum Rent be adjusted pursuant to Section 25.2 above, Landlord may terminate this Lease by notice to Tenant, at any time thereafter, unless within thirty (30) days following Tenant's notice requiring adjustment, Tenant waives its right to such adjustment, retroactive to Tenant's notice as aforesaid.

Section 26 - Estoppel Letters; Subordination; Assignment of Rents

26.1. Estoppel Letters. Within ten (10) days after request therefor, Tenant will deliver in recordable form an Estoppel Certificate certifying (if such be the case) that this Lease is in full force and effect and that to the best of tenant's knowledge there are no defenses or offsets thereto, or stating those claimed by Tenant, and containing such other information as is reasonably requested by Landlord. Landlord, its mortgagee, lenders and/or purchasers shall be entitled to rely upon any document executed pursuant to this Paragraph. If Tenant fails to provide any such estoppel certificate as set forth above, Landlord may do so on Tenant's behalf and Tenants hereby irrevocably appoints Landlord as its attorney in fact for such purpose.

26.2. Subordination.

(a) This Lease shall be subordinate to any mortgage, deed of trust or ground lease or similar encumbrance (collectively, a "**Mortgage**", and the holder thereof from time to time the "**Holder**") from time to time encumbering the Premises, whether executed and delivered prior to or subsequent to the date of this Lease, unless the Holder shall elect otherwise. If this Lease is subordinate to any Mortgage and the Holder or any other party shall succeed to the interest of Landlord pursuant to the Mortgage (such Holder or other party, a "**Successor**"), at the election of the Successor, Tenant shall attorn to the Successor and this Lease shall continue in full force and effect between the Successor and Tenant. Not more than fifteen (15) days after Landlord's written request, Tenant agrees to execute such instruments of subordination or attornment in confirmation of the foregoing agreement as the Successor reasonably may request, and Tenant hereby appoints the Successor as Tenant's attorney-in-fact to execute such subordination or attornment agreement upon Tenant's failure timely to comply with the Successor's request.

(b) Notwithstanding the foregoing, if this Lease is subordinate to a Mortgage as aforesaid, then upon the written request of Tenant, Landlord agrees to use commercially reasonable efforts to obtain the Holder's written agreement that, subject to such reasonable qualifications as the Holder may impose, in the event that the Holder or any other party shall

succeed to the interest of Landlord hereunder pursuant to such Mortgage, so long as no Event of Default exists hereunder, Tenant's right to possession of the Premises shall not be disturbed and Tenant's other rights hereunder shall not be adversely affected by any foreclosure of such Mortgage. For purposes hereof, the term "commercially reasonable efforts" shall not include the payment of any sum of money or the consent to less favorable terms and conditions with respect to the obligations or indebtedness secured or created by the Mortgagee. In the event that, despite using commercially reasonable efforts, Landlord is unable to obtain such an agreement, then this Lease nonetheless shall be subordinate as aforesaid.

(c) This Lease is contemplated to be executed and delivered by Landlord to Tenant contemporaneously with the closing of the initial Mortgage, and in connection therewith, a subordination, non-disturbance and attornment agreement, in the initial Mortgagee's standard form, shall be executed and delivered contemporaneously therewith.

(d) After receiving notice from Landlord of any Holder of a Mortgage which includes the Premises, no notice from Tenant to Landlord alleging any default by Landlord shall be effective unless and until a copy of the same is given to such Holder (provided Tenant shall have been furnished with the name and address of such Holder), and the curing of any of Landlord's defaults by such Holder shall be treated as performance by Landlord.

(e) If any Holder requires a change in this Lease which does not materially decrease, diminish or restrict any of Tenant's rights hereunder, Tenant agrees, at the request of Landlord, to promptly execute and deliver to Landlord an amendment to this Lease incorporating such required changes; provided, however, that Tenant shall not be required to agree to any such changes which would change the financial obligations of Tenant hereunder, the location or size of the Premises, the Term of this Lease or which would otherwise materially decrease, diminish or restrict any of Tenant's rights hereunder.

26.3. Assignment of Rents and Transfer of Title.

(a) With reference to any assignment by Landlord of Landlord's interest in this Lease, or the rents payable hereunder, conditional in nature or otherwise, which assignment is made to the holder of a mortgage on property which includes the Premises, Tenant agrees that the execution thereof by Landlord, and the acceptance thereof by the holder of such mortgage shall never be treated as an assumption by such holder of any of the obligations of Landlord hereunder unless such holder shall, by notice sent to Tenant, specifically otherwise elect and, except as aforesaid, such holder shall be treated as having assumed Landlord's obligations hereunder only upon foreclosure of such holder's mortgage and the taking of possession of the Premises.

(b) In no event shall the acquisition of Landlord's interest in the Property by a purchaser which, simultaneously therewith, leases Landlord's entire interest in the Property back to the seller thereof be treated as an assumption by operation of law or otherwise, of Landlord's obligations hereunder, but Tenant shall look solely to such seller-lessee, and its successors from time to time in title, for performance of Landlord's obligations hereunder. In any such event, this Lease shall be subject and subordinate to the lease to such purchaser. For all purposes, such

seller-lessee, and its successors in title, shall be the Landlord hereunder unless and until Landlord's position shall have been assumed by such purchaser-lessor.

Section 27 - Quiet Enjoyment

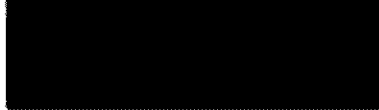
27.1. Quiet Enjoyment. Subject to Tenant's performance of all of its obligations under this Lease, Tenant shall have the peaceful and quiet use of the Premises for the purpose set forth in Section 8.1 without hindrance on the part of Landlord or anyone claiming by, through or under Landlord.

Section 28 - Notices

28.1. Notices. All rent and other payments, and any notice or document required or permitted to be given or delivered hereunder shall be deemed to be paid, given or delivered when personally delivered to or deposited in the United States mail, postage prepaid, certified or registered mail, return receipt required, or, with respect to notices, transmitted via facsimile, addressed to, the respective parties hereto at the respective addresses or facsimile numbers set out below, or at such other addresses as they have theretofore specified by written notice in accordance herewith:

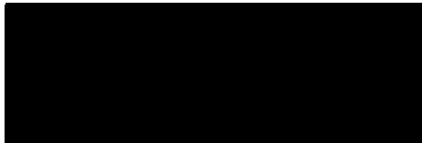
A. If to Landlord, to

Walkers Brook Crossing, LLC
c/o Dickinson Development Corp.



With a copy to:

Goodwin Procter LLP



B. If to Tenant, to

Union Ventures, LLC
Paul A. Lonergan



With a copy to:



Jacob N. Polatin, Esq.
Eobry Hogg, LLP



and shall be deemed to be received, whether actually received, three (3) days after deposit as aforesaid in the United States mail or one (1) day after transmitted via facsimile.

Section 29 - Brokers; Commissions

29.1. Brokers; Commissions. Tenant warrants that it has had no dealings with any broker or agent in connection with the negotiation or execution of this Lease except: The Wilder Companies and John McDonald/American Retail Properties. Landlord agrees to pay to such parties a lease commission, in accordance with the provisions of a separate agreement. Landlord and Tenant each shall indemnify and hold the other harmless from and against any loss, liability and damage, fee or charge, so far as any thereof arises by reason of services alleged to have been rendered to, at the instance of, or agreed to by such party.

Section 30 - Representations

30.1. Tenant Representations. The persons executing this Lease on behalf of Tenant hereby covenant, represent and warrant that (i) Tenant is a limited liability company, duly organized in the Commonwealth of Massachusetts and in good standing, and duly qualified to do business in said Commonwealth; suitable evidence thereof shall be supplied to Landlord upon request either prior to or after execution of this Lease by the parties hereto; (ii) each person executing this Lease on behalf of Tenant is a member of Tenant, and that he, she or they, as such member, are duly authorized to execute and deliver this Lease; and an appropriate certified copy of the resolution of authorization of the directors, partners or members of Tenant, as the case may be, shall be supplied to Landlord upon request either prior to or after execution of this Lease by the parties hereto.

30.2. Landlord Representations. The persons executing this Lease on behalf of Landlord hereby covenant, represent and warrant that (i) Landlord is a limited liability company, duly organized in the Commonwealth of Massachusetts and in good standing, and duly qualified to do business in said Commonwealth; suitable evidence thereof shall be supplied to Tenant upon request either prior to or after execution of this Lease by the parties hereto; (ii) the person executing this Lease on behalf of Landlord is the managing member of Landlord, and duly authorized to execute and deliver this Lease; and an appropriate certified copy of the resolution of authorization of the directors, partners or members of Landlord, as the case may be, shall be supplied to Tenant upon request either prior to or after execution of this Lease by the parties hereto.

Section 31 - Hazardous Substances

31.1. Definition. As used herein, the term "Environmental Laws" means any federal, state and/or local statute, ordinance, bylaw, code, rule and/or regulation now or hereafter enacted, pertaining to any aspect of the environment or human health, including, without limitation, Chapter 21C, Chapter 21D, and Chapter 21E of the General Laws of Massachusetts and the regulations promulgated by the Massachusetts Department of Environmental Protection, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 *et seq.*, the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. § 2061 *et seq.*, the Federal Clean Water Act, 33 U.S.C. § 1251, and the Federal Clean Air Act, 42 U.S.C. § 7401 *et seq.* As used herein, the term "Hazardous Material" shall mean each and every element, compound, chemical mixture, contaminant, pollutant, material, waste or other substance which is defined, determined or identified as hazardous or toxic under any Environmental Law, including, without limitation, any "oil," "hazardous material," "hazardous waste," "hazardous substance" or "chemical substance or mixture", as the foregoing terms (in quotations) are defined in any Environmental Laws.

31.2. Tenant to Comply With Laws. Tenant hereby agrees that all operations or activities upon, or any use or occupancy of the Premises, or any portion thereof, by Tenant, its assignees, subtenants, and their respective agents, servants, employees, representatives, invitees and contractors (collectively, "**Tenant Affiliates**"), throughout the Term of this Lease, shall be in all respects in compliance with all Environmental Laws.

31.3. Indemnification by Tenant. Tenant agrees to indemnify, defend and hold Landlord, its assignees, subtenants, and their respective agents, servants, employees, representatives and contractors (collectively, "**Landlord Affiliates**") harmless from any and all claims, actions, administrative proceedings (including informal proceedings), judgments, damages, punitive damages, penalties, fines, costs, liabilities, interest or losses, including reasonable attorney's fees and expenses, consultant fees, and expert fees, together with all other costs and expenses of any kind or nature that arise during or after the Term of this Lease, directly or indirectly, from or in connection with the release of any Hazardous Material in or into the air, soil, surface water or groundwater at, on, about, under or within the Premises or the Shopping Center or any portion of either by Tenant or Tenant Affiliates, or from or in connection with the failure of Tenant or Tenant Affiliates to comply with any Environmental Law.

31.4. Remediation Work. In the event any investigation or monitoring of site conditions or any clean-up, containment, restoration, removal or other remedial work (collectively, the "**Remedial Work**") is required under any applicable Environmental Law, or any judicial order, or by any governmental entity as the result of operations or activities upon, or any use or occupancy of any portion of the Premises by Tenant or Tenant Affiliates, then at Landlord's option either Tenant shall perform or cause to be performed the Remedial Work in compliance with such law or Landlord may cause such Remedial Work to be performed and Tenant shall reimburse Landlord within ten (10) days of demand therefor. All Remedial Work performed by Tenant shall be performed by one or more contractors, selected by Tenant and approved in advance in writing by Landlord, and under the supervision of a consulting engineer selected by Tenant and approved in advance in writing by Landlord. All costs and expenses of such Remedial Work shall be paid by Tenant, including, without limitation, the charges of such

contractor(s), the consulting engineers, and Landlord's reasonable attorneys' fees and costs incurred in connection with monitoring or review of such Remedial Work. Nothing in this Section 31.4 shall affect any of Landlord's rights (or Tenant's obligations) pursuant to Section 31.3 above or elsewhere in the Lease.

31.5. Survival. Each of the covenants and agreements set forth in this Section 31 shall survive the expiration or earlier termination of this Lease.

Section 32 - Litigation Costs

32.1. Litigation Costs. If either party hereto initiates litigation to enforce the provisions of this Lease against the other party, the prevailing party in such litigation shall be entitled to reimbursement from the non-prevailing party of all reasonable and documented costs and expenses, including reasonable attorneys' fees, paid or incurred by the prevailing party in connection with such litigation. The term "prevailing party" shall be defined to mean the party whose position in such litigation is substantially upheld in a final, non-appealable judgment rendered in such action.

Section 33 - Force Majeure

33.1. Force Majeure. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reasons of strikes, lockouts, inability to procure materials, loss of utility services, restrictive governmental laws or regulations, riots, insurrection, war, acts of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease then performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Section shall not operate to excuse Tenant from the prompt payment of any installment of Rent or any other charges or payments due hereunder.

Section 34 - Miscellaneous

34.1. Waiver. The receipt of rent by Landlord with knowledge of any breach of this Lease by Tenant or of any default on the part of Tenant in the observance or performance of any of the obligations or covenants of this Lease shall not be deemed to be waiver of any provisions of this Lease. No payment by Tenant, or acceptance by Landlord, of a lesser amount than shall be due from Tenant to Landlord shall be treated otherwise than as a payment on account. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount constitutes payment in full shall be of no effect whatsoever, and Landlord may accept such check as if such check had been presented without endorsement, which acceptance shall be without prejudice to any other rights or remedies which Landlord may have against Tenant. No failure on the part of either party to enforce any obligation or covenant herein contained, or any waiver of any right hereunder by either party, unless in writing, shall discharge or invalidate such obligation or covenant or affect the right of said party to enforce the same in the event of any subsequent breach or default.

34.2. Provisions Binding. Except as herein otherwise provided, the terms hereof shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of Landlord and Tenant (except in the case of Tenant, only such successors and assigns as may be permitted hereunder) and, if Tenant shall be an individual, upon and to his heirs, executors, administrators, successors and permitted assigns.

34.3. Entire Agreement, Exhibits. This instrument, including the Exhibits, contains the entire agreement of the parties. It may not be changed orally but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.

34.4. Invalidity. If any part of this Lease or any part of any provision hereof shall be adjudicated to be void or invalid, then the remaining provisions hereof not specifically so adjudicated to be invalid, shall be executed without reference to the part or portion so adjudicated, insofar as such remaining provisions are capable of execution.

34.5. Time of the Essence. Time is of the essence of each provision of this Lease.

34.6. Memorandum of Lease. This Lease shall not be recorded by Tenant without the prior written consent of Landlord. Upon request of either party hereto, the other party shall join in the execution of a memorandum or so-called "short form" of this Lease for the purposes of recordation.

34.7. Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the payments stipulated herein shall be deemed to be other than on account of the earliest stipulated rent. Accord and satisfaction, if any, shall be accomplished only by separate document executed by both parties.

34.8. Waiver of Jury Trial. The parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connection with the nonpayment of any money due under this Lease. In the event Landlord commences any proceedings for nonpayment of Rent, Tenant will not interpose any counterclaim of whatever nature or description in any such proceedings. This shall not, however, be construed as a waiver of the Tenant's right to assert such claims in any separate action or actions brought by the Tenant.

34.9. Governing Law. This Lease shall be governed exclusively by the provisions hereof and by the laws of the state in which the Shopping Center is located, as the same may from time to time exist.

34.10. Relationship of Parties. Nothing contained in this Lease and no act or deed of Landlord or Tenant shall be deemed or construed to create any relationship between Landlord and Tenant other than the relationship of a landlord and tenant.

34.11. Submission of Lease. The submission of this Lease for examination does not constitute a reservation of or option for the Premises, and the review of this Lease does not constitute an obligation to Lease the Premises, and this Agreement of Lease shall become effective as a Lease only upon execution and delivery thereof by Landlord and Tenant.

34.12. Multiple Counterparts. This Lease may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

Section 35 - Guaranty

35.1. Guaranty of Lease. In order to induce Landlord to enter into this Lease and in consideration of Landlord's entering into this Lease, Tenant shall cause Paul Lonergan and Scott Dell'Orfano (each a "Guarantor" and collectively the "Guarantors") to execute and deliver a guaranty of Tenant's obligations under this Lease in the form attached hereto as Exhibit G which shall be delivered to Landlord together with this Lease. If Tenant is an individual who uses and/or occupies the Premises with partners, or if Tenant is or at any time during the Term of this Lease becomes a partnership, then: (i) each present and future partner shall be personally bound by and upon all of the covenants, agreements, terms, provisions and conditions set forth in this Lease on the part of Tenant to be performed; and (ii) in confirmation of the foregoing, Landlord may (but without being required to do so) request (and Tenant shall duly comply) that Tenant, at the time that Tenant admits any new partner to its partnership, shall require each such new partner to execute a guaranty of Tenant's obligations under this Lease in the form attached hereto as Exhibit G whereby such new partner shall agree to be personally bound by and upon all of the covenants, agreements, terms, provisions and conditions of this Lease on the part of Tenant to be performed, without regard to the time when such new partner is admitted to partnership or when any obligations under any such covenants, etc., accrue.

Section 36 - Termination Option

36.1. Early Termination Option. If, as of the last day of the seventh (7th) Lease Year of the Term, Tenant has not for any prior Lease Year during the Term generated Gross Sales at the Premises of \$1,600,000.00 or more on an annualized basis, either Landlord or Tenant may elect to terminate this Lease upon sixty (60) days' prior written notice to the other provided, in the case of any such notice given by Tenant, such notice is delivered on or before the earlier of (x) forty-five (45) days after Landlord's receipt of Tenant's Gross Sales statement for the seventh (7th) Lease Year or (y) one hundred five (105) days following the seventh (7th) Lease Year, and in the case of any such notice given by Landlord, on or before forty-five (45) days after Landlord's receipt of Tenant's Gross Sales statement for the seventh (7th) Lease Year. If either party elects to terminate this Lease pursuant to this Section 36.1, this Lease shall terminate as of the date sixty (60) days after the date of such notice, in which case the parties shall be released from further liability hereunder, except as otherwise expressly provided herein, and this Lease shall be null, void, and of no further effect between the parties.

Section 37 - Franchise Provisions

37.1. Franchise Provisions. Landlord acknowledges that Tenant has entered into a certain Franchise Agreement (the "Franchise Agreement") with Bear Rock Franchise Systems, Inc. ("Franchisor"), dated _____, 2004, pursuant to which Tenant has agreed to operate a BEAR ROCK Cafe at the Premises and, as a result, Franchisor has an interest in having the

Premises operated as a BEAR ROCK Cafe. Accordingly, Tenant hereby agrees with Landlord and Landlord agrees that for the benefit of Franchisor, during the effectiveness of the Franchise Agreement, and notwithstanding anything contained in this Lease to the contrary:

(a) Landlord shall not terminate this Lease based on any Tenant Default unless Landlord shall give Franchisor written notice of any such Tenant Default, at the same time as Landlord gives notice thereof to Tenant. Failure by Landlord to comply with the provisions of this clause (a) shall not subject Landlord to any liability or claim for damages, but shall only restrict its rights to terminate this Lease.

(b) Franchisor's address for notices under clause (a) above is: Bear Rock Franchise Systems, Inc. [REDACTED] Attention: Shannon Dixon Vice President, Real Estate Services, and any notices by Landlord pursuant to said clause (a) shall be given in the manner set forth in Section 28 to the address set forth above.

(c) Franchisor shall have the right to cure any monetary default by Tenant under the Lease, during the same co-terminous cure period to which Tenant is entitled with respect to monetary defaults. For non-monetary defaults, Franchisor shall have an additional period of ten (10) days after the expiration of the cure period to which Tenant is entitled with respect to non-monetary defaults, provided that any such additional ten (10) day period shall be solely for purposes of entitling Franchisor to obtain a new lease as contemplated under clause (d) below, upon its fulfilling the conditions thereto as hereinafter set forth. Upon the expiration of any cure period to which Tenant is entitled whether for monetary or for non-monetary defaults, this Lease may be terminated by Landlord, and Tenant shall thereafter have no further rights under this Lease, but Franchisor may exercise its rights under clause (c) below.

(d) Upon any termination of this Lease following Tenant Default, so long as there shall not then be any monetary default under this Lease, and Franchisor shall have cured any non-monetary default under this Lease within the ten (10) day additional cure period referred to in clause (c) above, Landlord shall allow Franchisor to execute a replacement lease for the balance of the term of this Lease (including any unexercised renewal terms) on the same terms and conditions as were contained in this Lease (and with the same renewal options), provided that the entity that would be the replacement tenant has a net worth that equals or exceeds \$4,000,000 and the principals of such replacement tenant become Guarantors pursuant to Section 35 hereof. Failure by Franchisor to fulfill the conditions of this Section 37.1 shall not subject the Franchisor to any liability or claim for damages, but shall only restrict its right to cure Tenant's default, or disqualify Franchisor from entitlement to a replacement lease, as aforesaid.

(e) Landlord shall recognize any exercise by Franchisor of any Tenant's extension option under this Lease.

Tenant hereby acknowledges its agreement to the foregoing including, without limitation, the right of Landlord to terminate this Lease and enter into a new lease with Franchisor as contemplated hereby; and the Franchisor's right to deliver a binding extension option which can be enforced by Landlord against Tenant. It is the intent of Landlord and Tenant that Franchisor shall be a third party beneficiary under this Lease with the right to directly enforce the provisions of this Section.

Section 38 - Leasehold Mortgage

38.1. Restriction. Except as otherwise expressly provided in this Section 38, Tenant shall not mortgage, pledge or encumber, voluntarily or otherwise, its interest in the Premises, this Lease, the alterations, improvements and/or additions to the Premises (the "Improvements") or the leasehold estate created hereby (collectively, "Tenant's Interest").

38.2. Leasehold First Mortgage Permitted. At any time and from time to time during the Term, Tenant may encumber the Tenant's Interest by way of a first priority leasehold mortgage, deed of trust, deed to secure debt or other security interest creating a lien upon Tenant's Interest as security for one or more notes, bonds or other evidences of indebtedness issued by Tenant to a lending institution providing financing for Improvements to the Premises (a "Leasehold First Mortgage"), provided that:

- (a) at the time of making the Leasehold First Mortgage, there shall be no outstanding uncured Tenant Default;
- (b) any Leasehold First Mortgage shall by its terms be made expressly subject and subordinate to this Lease and all of Landlord's rights hereunder and shall have the benefit of the provisions herein contemplated for the protection of the holder of such Leasehold First Mortgage (the "Leasehold First Mortgagee");
- (c) the Leasehold First Mortgage shall contain provisions not inconsistent with the provisions of this Lease pertaining to the disposition of any proceeds following fire, casualty, condemnation or taking by eminent domain;
- (d) the Leasehold First Mortgage or a separate agreement executed by the Leasehold First Mortgagee (which agreement shall be in form and substance satisfactory to Landlord) shall contain a provision reading substantially as follows:

"No purchaser at any foreclosure or execution sale or transferee by assignment in lieu thereof shall acquire any right, title or interest in the tenant's interest in or to the Lease or the Premises, unless such purchaser or assignee shall, prior to taking possession of the Premises, in the instrument transferring to such purchaser or to such assignee the tenant's interest in the Lease or the Premises, assume and agree to pay and perform all of the tenant's liabilities and obligations under the Lease whether accruing before or after the consummation of such transfer or sale. A duplicate original of such assumption agreement, in form satisfactory to the landlord, duly executed and acknowledged by such purchaser or such assignee, shall be delivered to the landlord immediately after the consummation of such transfer or sale, or, in any event, prior to taking possession of the Premises."

38.3. Landlord's Obligation to Give Leasehold First Mortgagee Notice Prior to Termination. If Tenant grants a Leasehold First Mortgage as permitted in this Section, and should Landlord be advised in writing of the name and address of the Leasehold First Mortgagee, this Lease shall not be terminated, on account of any Tenant Default, until Landlord shall have complied with the provisions of Section 38.4. Failure by Landlord to comply with the provisions of Section 38.4 shall not subject Landlord to any liability or claim for damages, but shall only restrict its rights to terminate this Lease, all as aforesaid. Failure by Leasehold First Mortgagee

to comply with the provisions of Section 38.4 shall not subject the Leasehold First Mortgagee to any liability or claim for damages, but shall only restrict its right to cure Tenant's default as aforesaid.

38.4. Cure By Leasehold First Mortgagee. If Tenant grants a Leasehold First Mortgage as permitted in this Section, and should Landlord be advised in writing of the name and address of the Leasehold Mortgagee:

(a) When giving notice to Tenant with respect to any Tenant Default under this Lease, Landlord will contemporaneously give such notice to the Leasehold First Mortgagee in the manner set forth in Section 28 to the address so provided.

(b) The Leasehold First Mortgagee shall have the right to cure any default of Tenant under this Lease within the same time permitted for Tenant cure in Section 17.1. Landlord shall accept such performance by the Leasehold First Mortgagee as though the same had been done or performed by Tenant.

(c) If, in order to cure any default by Tenant, the Leasehold Mortgagee must have possession of the Premises or ownership of the Tenant's Interest, Landlord shall have no right, and shall take no action, to terminate this Lease until the Leasehold First Mortgagee has had an opportunity to cure such default within the period of time set forth above in Section 38.4(b), after (i) obtaining possession of the Premises, if the default is only reasonably susceptible of being cured by the Leasehold First Mortgagee after so obtaining possession, or (ii) acquiring ownership of Tenant's Interest by completing foreclosure or other appropriate proceedings, if the default is only reasonably susceptible of being cured after so acquiring ownership of the Tenant's Interest.

(d) The extension and forbearance granted pursuant to Subsection 38.4(c), is subject to the following conditions:

(i) the Leasehold Mortgagee shall continuously and diligently pursue appropriate proceedings to obtain possession of the Premises and/or ownership of the Tenant's Interest; and

(ii) the Leasehold Mortgagee shall deliver to Landlord, no later than the expiration of any applicable grace period set forth in Section 17.1, an agreement, in form and substance reasonably acceptable to Landlord, by which the Leasehold Mortgagee undertakes that:

(A) during the period prior to obtaining possession of the Premises or ownership of the Tenant's Interest, the Leasehold First Mortgagee will comply with such terms, conditions and covenants of this Lease as are reasonably susceptible of being complied with, and will pay or cause to be paid to Landlord, when and as the same shall become due, the Minimum Rent, Percentage Rent, Additional Rent and all other monetary payments accruing under the Lease and all sums due under the Lease which were declared by Landlord to be in default in the notice(s) to the Leasehold First Mortgagee described in Subsection 38.4(a);

(B) if and when the Leasehold Mortgagee obtains possession of the Premises, it shall promptly proceed to cure all non-monetary defaults which are "reasonably susceptible" of being cured, as hereinafter described, and which have accrued and are existing at the time of acquiring such possession, and shall perform all of Tenant's obligations under this Lease which accrue during the period of such possession; and

(C) if and when the Leasehold Mortgagee becomes the owner of the Tenant's Interest whether by foreclosure proceedings or otherwise, it shall assume all of the Tenant's obligations under this Lease, provided that the liability of the Leasehold First Mortgagee, or any successor thereto, as the successor owner of Tenant's Interest, shall be limited to its interest in Tenant's Interest under this Lease.

(c) Any default of Tenant which does not materially adversely affect any interest of Landlord and which is not "reasonably susceptible" of being cured by the Leasehold Mortgagee even after the Leasehold Mortgagee has obtained ownership of the Premises shall be deemed to have been waived by Landlord upon completion of foreclosure proceedings or when the Leasehold Mortgagee shall otherwise acquire ownership of the Tenant's Interest.

38.5. Miscellaneous

(a) No mortgage given by Tenant shall extend to or affect the fee interest in the Land or the reversionary interest or estate of Landlord in and to the Premises, and the Leasehold First Mortgage shall so state.

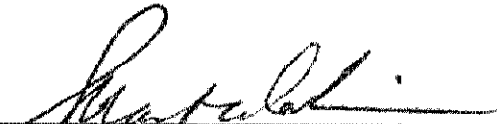
(b) The rights granted to any Leasehold First Mortgagee under this Section shall not be construed to amend, alter or diminish the requirements as to assignees or subtenants set forth in Section 14.

[THIS PORTION INTENTIONALLY LEFT BLANK]

WITNESS the execution hereof, under seal, as of the day and year aforesaid.


LANDLORD

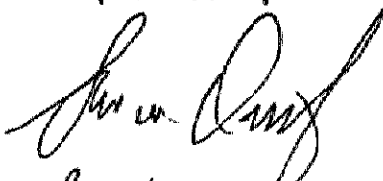
WALKERS BROOK CROSSING, LLC

By: 
Name: MARK C. DICKINSON
Title: MANAGER

TENANT

UNION VENTURES LLC

By: 
Name: Paul L. O'Neagan
Title: Partner


Partner

Assignment Agreement and First Amendment to Lease

This Assignment Agreement and First Amendment to Lease (this "Instrument"), dated as of October 14, 2009, is made by and among Two Walkers Brook Crossing, LLC, a Massachusetts limited liability company, as successor in interest to Walkers Brook Crossing, L.L.C., a Massachusetts limited liability company ("Landlord"), Union Street Ventures, LLC f/k/a/ Union Ventures LLC, d/b/a Bear Rock Café, a Massachusetts limited liability company ("Tenant/Assignor"), Paul Lonergan, an individual (an "Original Guarantor"), Scott Dell'Orfano, an individual (also an "Original Guarantor") (Lonergan and Dell'Orfano may also be referred to collectively as the "Original Guarantors"), and Kok, Inc. (as "Tenant/Assignee") and Wang Feng Ye a/k/a Kevin Ye, an individual (as "Primary Guarantor").

Preliminary Statements

A. Landlord and Tenant/Assignor are parties to that certain Lease dated as of October 15, 2004 for real property located at 26 Walkers Brook Drive, Reading, Massachusetts (the "Leased Premises"), where Tenant/Assignor currently operates a Bear Rock Café restaurant (the "Lease"). The term "Lease" shall also be deemed to include the documents, agreements, and instruments set forth on Exhibit A hereto. Landlord and Tenant hereby both affirm that the Lease commenced on April 15, 2005 and the expiration date of the initial Term is July 31, 2015.

B. Tenant/Assignor has ceased the operation of Bear Rock Café at the premises and desires to assign its rights under the Lease to Tenant/Assignee and Landlord desires to approve Tenant/Assignor's assignment of its rights under the Lease to Tenant/Assignee.

C. Landlord and Assignee desire to amend certain terms and conditions of the Lease.

NOW THEREFORE, with the intent of being legally bound hereby, in consideration of the mutual covenants and promises hereinafter set forth, and other good and valuable consideration, which the parties acknowledge is sufficient to create a legally binding agreement, the parties agree as set forth in this Instrument.

1. Assignment and Assumption. As of the closing date of the Sale of Business between Assignor and Assignee (the "Effective Date"), Tenant/Assignor hereby assigns to Tenant/Assignee all of Tenant/Assignor's right, title and interest in, to and under the Lease, including, without limitation, any security deposits heretofore paid by Tenant/Assignor, free and clear of all Liens (other than Permitted Liens) and Tenant/Assignee hereby accepts such assignment. As of the Effective Date, Tenant/Assignee hereby assumes all of Tenant/Assignors duties, obligations and liabilities under the Lease first arising on or after the Effective Date, except as such duties, obligations and liabilities may be amended herein; provided that Tenant/Assignee is not assuming, and Tenant/Assignor shall remain liable for, all duties, obligations and liabilities arising under the Lease prior to the Effective Date.

2. Further Assurances. The parties agree to do, execute and deliver, or cause to be done, executed and delivered, all such further acts, transfers, assignments, conveyances and

assurances as may be reasonably requested by another in order to effect the full assignment and assumption of the Lease as contemplated herein.

3. Guaranty. The Original Guarantors and the Primary Guarantor, for the benefit of Landlord, hereby unconditionally, absolutely and irrevocably guarantee the full payment and performance of all rights, duties, obligations and liabilities (including, without limitation, the payment of rent) imposed upon Tenant/Assignee under the terms of the Lease until July 31, 2015, in accordance with the terms and conditions of certain Guaranty agreements executed by Paul Lonergan, dated as of October 15, 2004, and by Scott Dell'Orfano, dated as of October 15, 2004, and by the Primary Guarantor, dated as of the Effective Date all for the benefit of Landlord; provided that Landlord agrees to use reasonable efforts to enforce the obligations of the Primary Guarantor prior to enforcing the obligations of the Original Guarantors. Landlord further agrees that the Guaranty executed by the Original Guarantors shall only be effective until July 31, 2015; thereafter (i.e., during the Extended Term), the Guaranty of the Primary Guarantor shall be the only Guaranty that will remain in effect.

4. Amendments to the Lease. The Lease is hereby amended as follows:

- (a) Paragraph (a) of Section 2.4 is amended by striking out clause (iii) thereof and replacing it with the following: "(iii) Tenant shall not have assigned this Lease without Landlord's written consent and there shall not then be in effect any sublease or sublease of the Premises".
- (b) Paragraph (a) of Section 2.4 is further amended by striking out the last sentence thereof and replacing it with the following: "The Extended Terms shall be on all the terms and conditions of this Lease, except during the Extended Term, (1) Tenant shall have no further option to extend the Term, (2) the Minimum Rent per annum shall be as defined in the following table:

<u>Applicable Period</u>	<u>Annual Minimum Rent</u>	<u>Monthly Minimum Rent</u>
8/1/2015-7/31/2018	\$147,570.39	\$12,297.53
8/1/2018-7/31/2020	\$162,327.43	\$13,527.29

and (3) the Percentage Rent Breakpoints (as defined in Section 4.2) shall be as set forth in paragraph (c) below."

- (c) Paragraph (c) of Section 2.4 is amended by striking out the entire paragraph and replacing it with the following:

"(c) The Percentage Rent Breakpoints during the Extended Term shall be as set forth in the following table:

<u>Applicable Period</u>	<u>Percentage Rent Breakpoint</u>
8/1/2015-7/31/2018	\$2,420,000.00
8/1/2018-7/31/2020	\$2,662,000.00

- (d) Section 4.1 of the Lease is amended by striking out the table at the end thereof and replacing it with the following table:

<u>Applicable Period</u>	<u>Annual Minimum Rent</u>	<u>Monthly Minimum Rent</u>
8/01/05 – 7/31/08	\$135,510.00	\$11,292.50
8/01/08 – Effective Date	\$149,061.00	\$12,421.75
Effective Date – 7/31/2012	\$121,959.00	\$10,163.25
8/01/12 – 7/31/2015	\$134,154.90	\$11,179.58

- (e) Section 4.2 is amended by striking out the words “six percent (6%)” and replacing it with the words “seven percent (7%)” and by striking out the table at the end thereof and replacing it with the following table:

Percentage Rent Breakpoint:

Period	Percentage Rent Breakpoint
Rent Commencement Date through 7/31/08	\$2,000,000.00
8/01/08 – Effective Date	\$2,225,850.00
Effective Date – 7/31/2012	\$2,000,000.00
8/1/2012-7/31/2015	\$2,200,000.00

- (f) Section 8.1 is amended by striking out the first four sentences thereof and replacing them with the following sentence: “It is understood, and Tenant/Assignee so agrees, that the Premises during the Amended Term of this Lease shall be used and occupied by Tenant/Assignee only for the use (the “Permitted Use”) as an Asian restaurant for the preparation and consumption on and off the Premises of traditional and modern Asian cuisine, including, but not limited to a “fusion” style blend of various Asian cooking styles and cuisines. The restaurant will also have a raw bar featuring both sushi and sashimi and shellfish and shall be authorized to provide a diverse menu of alcoholic beverages (cocktails, wine and beer) for consumption on the premises, subject to obtaining all necessary governmental approvals.”
- (g) Section 8.4 is amended by striking out the entire paragraph and replacing it with the following: “Landlord agrees that, so long as Tenant is conducting business in the entirety of the Premises for the Permitted Use, Landlord will not lease space in the Shopping Center to any other tenant operating an Asian restaurant for the preparation and consumption on and off the Premises of traditional and modern Asian cuisine, including, but not limited to a “fusion” style blend of various Asian cooking styles and cuisines.” In no event shall the foregoing covenant apply to any lease in the Shopping Center existing prior to the Effective Date.

(h) **Section 12.2** is amended by striking out clause (v) at the end thereof and replacing it with the following clauses (v) and (vi): "(v) liquor liability insurance containing minimum limits of liability of not less than One Million Dollars (\$1,000,000), which shall name Landlord and Landlord's mortgagee as additional insureds, and (vi) such other insurance as may be reasonably required by Landlord from time to time."

(i) **Part B of Section 28.1** is deleted in its entirety and replaced with the following:

B. If to Tenant/Assignee:

Kok, Inc.
26 Walkers Brook Drive
Reading, MA 01867
Attn: Wang Feng Ye a/k/a Kevin Ye
[REDACTED]

With a copy to:

Wang Feng Ye a/k/a Kevin Ye
[REDACTED]

With a copy to:

Wei Jia, Esq.
Law Office of Wei Jia
[REDACTED]

5. **Effect of Assignment.** Except as specifically provided herein, this Instrument is not intended to modify, enlarge or restrict the rights and obligations of the Parties to the Lease. In the event of a conflict between the terms and conditions of this Instrument and the terms and conditions of the Lease, the terms and conditions of the Lease shall govern, supersede and prevail.

6. **Instrument Subject to Mortgage.** This Instrument is made subordinate to that certain mortgage, assignment of rents and security agreement granted by Landlord to Citigroup Global Markets Realty Corp. ("Landlord's Lender"), dated August __, 2005 as evidenced by that certain Tenant Estoppel Certificate provided by Tenant/Assignor to Landlord's Lender, dated August 22, 2005.

7. Miscellaneous Provisions.

(a) Captions. The captions used in this Instrument are for convenience only and shall not be deemed to amplify, modify or limit the provisions hereof.

(b) Binding Effect. This Instrument shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

(c) Severability. If any term or provision, or any portion thereof, of this Instrument shall, to any extent, be invalid or unenforceable, then the remainder of this Instrument shall not be affected thereby and each remaining term and provision of this Instrument shall be valid and enforced to the fullest extent permitted by law.

(d) Counterparts. This Instrument may be signed in counterparts (including by means of telecopied signature pages) with the same force and effect as if all required signatures were contained in a single, original instrument.

(e) Governing Law. This Instrument shall be construed, interpreted and enforced pursuant to the applicable laws of the Commonwealth of Massachusetts.

(f) Warranty of Authority. Each party executing this Instrument represents and warrants that it is duly authorized to execute and deliver this Instrument and that this Instrument is binding upon such party.

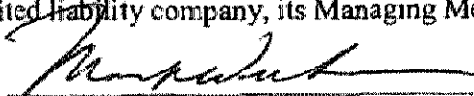
(g) Rules of Construction. The terms of this Instrument have been examined, reviewed, negotiated and revised by counsel for each party and no implication will be drawn against any party by virtue of the preparation and drafting of this Instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Instrument to be effective as of the Effective Date.

LANDLORD:

Two Walkers Brook Crossing, LLC, a
Massachusetts limited liability company, successor
in interest to Walkers Brook Crossing, L.L.C.

By: Two WBC Manager LLC, a Massachusetts
limited liability company, its Managing Member

By: 

Name: Mark C. Dickinson

Its: Manager and Sole Member

TENANT/ASSIGNOR:

Union Street Ventures LLC f/k/a Union Ventures
LLC, d/b/a Bear Rock Café, a Massachusetts
limited liability company

By: 

Name: Paul Loneragan

Its: Manger

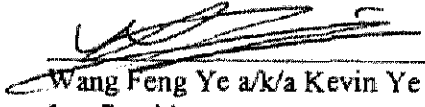
By: 

Name: Scott Dell'Orfano

Its: Partner

TENANT/ASSIGNEE:

Kok, Inc.


Wang Feng Ye a/k/a Kevin Ye

Its: President

ORIGINAL GUARANTOR:


Paul Loneragan

ORIGINAL GUARNTOR:


Scott Dell'Orfano

PRIMARY GUARANTOR:


Wang Feng Ye a/k/a Kevin Ye

EXHIBIT A

1. Lease dated as of October 15, 2005 between Walkers Brook Crossing, L.L.C. and Union Ventures LLC, d/b/a Bear Rock Café.
2. Guaranty of Lease provided by Paul Lonergan dated October 15, 2005.
3. Guaranty of Lease provided by Scott Dell'Orfano dated October 15, 2005.
4. Assignment of Lease dated August 25, 2005 by and between Walkers Brook Crossing, L.L.C. and Two Walkers Brook Crossing, LLC.
5. Subordination and Non-Disturbance Agreement dated as of August 22, 2005 by and between Citigroup Global Markets Realty Corp. and Union Ventures LLC d/b/a Bear Rock Café.
6. Tenant Estoppel Certificate dated August 22, 2005 provided by Union Ventures LLC d/b/a Bear Rock Café to Citigroup Global Markets Realty Corp.

EXHIBIT G
GUARANTY OF INSTRUMENT

WHEREAS the undersigned Wang Feng Ye aka Kevin Ye, an individual, having an address at [REDACTED] (hereinafter referred to as "Primary Guarantor"), is the President of KOK, INC. (hereinafter "Tenant/Assignee") an Asian restaurant to be located at Landlord's premises at 26 Walkers Brook Drive, Reading, Massachusetts; and

WHEREAS, Primary Guarantor to induce Two Walkers Brook Crossing, LLC, a Massachusetts limited liability company (the "Landlord") to enter into a certain Assignment Agreement and First Amendment to Lease with Tenant/Assignee, as landlord and Tenant/Assignee, respectively, which Assignment Agreement and First Amendment to Lease (hereinafter referred to as the "Instrument") is dated as of this date and covers certain premises in the Town of Reading, County of Middlesex and Commonwealth of Massachusetts;

NOW, THEREFORE, Primary Guarantor hereby agrees as follows:

1. Primary Guarantor unconditionally guarantees to Landlord, and the successors and assigns of Landlord, (i) the full and punctual payment, performance and observance by Tenant/Assignee of all of the terms, covenants and conditions of the Instrument on Tenant/Assignee's part to be paid, kept, performed and observed and (ii) the prompt payment of all damages that may arise out of or in connection with Tenant/Assignee's failure to fully and promptly pay, perform or observe any of Tenant/Assignee's covenants or obligations under the Instrument.
2. If, at any time, default shall be made by Tenant/Assignee in the payment, performance or observance of any of the terms, covenants or conditions of the Instrument on Tenant/Assignee's part to be paid, kept, performed or observed, Primary Guarantor will keep, perform and observe the same, as the case may be, in place and stead of Tenant/Assignee.
3. Any act of Landlord, or the successors or assigns of Landlord, consisting of a waiver of any of the terms or conditions of the Instrument, or the giving of any consent to any matter or thing relating to the Instrument, or the granting of any indulgences or extensions of time to Tenant/Assignee, may be done without notice to or consent from Primary Guarantor, and without releasing any obligations of Primary Guarantor hereunder. Primary Guarantor also waives notice of acceptance of this guaranty and notice of any default or event of default under the Instrument by Tenant/Assignee.
4. The liability hereunder of Primary Guarantor shall in no way be affected by (a) the release or discharge of Tenant/Assignee in any creditors', receivership, bankruptcy or other proceedings; (b) the impairment, limitation or modification of the liability of Tenant/Assignee or its estate in bankruptcy, or of any remedy for the enforcement of Tenant/Assignee's said liability under the Instrument, resulting from the operation of any present or future provisions of the National Bankruptcy Act or other

statute or from the decision of any court; (c) the rejection or disaffirmance of the Instrument in any such proceedings; (d) the assignment or transfer of the Instrument by Tenant/Assignee; (e) any disability or other defense of Tenant/Assignee; (f) any sublease of all or any part of the premises demised under the Instrument; or (g) the sale or conveyance by Landlord of its interest in the Instrument or of said premises.

5. The obligations hereunder of Primary Guarantor shall not be released by Landlord's receipt, application or release of any security given for the payment, performance and observance of covenants and conditions in the Instrument contained on Tenant/Assignee's part to be paid, performed or observed; nor by any modification of the Instrument, but in the case of any such modification in the liability of Primary Guarantor shall be deemed modified in accordance with the terms of any such modification of the Instrument.

6. Until all the covenants and conditions in the Instrument on Tenant/Assignee's part to be paid, performed and observed are fully paid, performed and observed, Primary Guarantor: (a) shall have no right of subrogation against Tenant/Assignee by reason of any payments or acts of performance by Primary Guarantor in compliance with the obligations of Primary Guarantor hereunder; (b) waives any right to enforce any remedy which Primary Guarantor now has or hereafter may have against Tenant/Assignee by reason of any one or more payments or acts of performance in compliance with the obligations of Primary Guarantor hereunder; and (c) subordinates any liability or indebtedness of Tenant/Assignee now or hereafter held by Primary Guarantor to the obligations of Tenant/Assignee to Landlord under the Instrument.

7. Landlord may, at its option, join Primary Guarantor as a party in any action, suit or proceeding commenced against Tenant/Assignee arising out of or in connection with the Instrument, and recovery may be had against Primary Guarantor, whether or not judgment is also taken or had against Tenant/Assignee. Further, this guaranty may be enforced against Primary Guarantor without first proceeding against Tenant/Assignee. In addition, if Landlord shall obtain a judgment against Tenant/Assignee in any jurisdiction, Primary Guarantor agrees that it shall be bound thereby, as if Primary Guarantor were a party to the action, suit or proceeding in which the judgment was obtained (even though Primary Guarantor was not a party thereto).

8. Primary Guarantor agrees that if this guaranty is or shall be enforced by any action, suit or proceeding, it will reimburse Landlord for all reasonable costs and expenses, incurred by Landlord in connection therewith, including, without limitation, reasonable counsel fees and disbursements.

9. Primary Guarantor waives trial by jury of any and all issues arising in any action, suit or proceeding to which Landlord and Primary Guarantor may be parties upon, under or connected with this guaranty or any of its provisions, directly or indirectly.

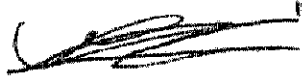
10. This guaranty shall apply to the Instrument and to any renewal or extension thereof, it being intended that this guaranty shall include and apply to any such extension or renewal of the Instrument as well as to the original term thereof.

11. This guaranty shall inure to the benefit of and may be enforced by Landlord, its successors and assigns, and shall be binding upon and be enforceable against Primary Guarantor and its successors and assigns.

12. This guaranty shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts applicable to agreements made and to be performed in said Commonwealth, and without the aid of any canon or rule or law requiring construction against the party drawing or cause this guaranty to be drawn.

13. This instrument may not be changed, modified, discharged or terminated orally or in any manner other than by an agreement in writing signed by Primary Guarantor and Landlord.

IN WITNESS WHEREOF, Primary Guarantor has duly executed this instrument
as of the 12th day of October, 2009.



Name: Wang Feng Ye a/k/a Kevin Ye

ATTEST:



Title: Attorney

SECOND AMENDMENT TO LEASE

^{1st} THIS SECOND AMENDMENT TO LEASE ("Second Amendment") is made this day of July, 2015 (the "Effective Date") by and between Two Walkers Brook Crossing, LLC, a Massachusetts limited liability company, as successor in interest to Walkers Brook Crossing, LLC, a Massachusetts limited liability company ("Landlord"), and Kok, Inc., d/b/a Oye's, a Massachusetts corporation ("Tenant"). Landlord and Tenant are sometimes hereinafter referred to collectively as the "Parties" and individually as a "Party".

RECITALS

This Second Amendment is made with reference to the following facts:

A. Landlord, as landlord, and Union Street Ventures, LLC, f/k/a Union Ventures LLC, d/b/a Bear Rock Café, a Massachusetts limited liability company ("Original Tenant"), as tenant, entered into that certain Lease dated October 15, 2004 (the "Lease"), with respect to certain premises consisting of approximately 4,517 square feet of space located at 26 Walkers Brook Drive, Reading, Massachusetts, as more particularly described in the Lease (the "Premises"). All capitalized terms used in this Second Amendment and not otherwise defined herein shall have the meaning set forth in the Lease.

B. Original Tenant assigned the Lease to Tenant pursuant to that certain Assignment Agreement and First Amendment to Lease, dated as of October 14, 2009 (the "Assignment").

C. The Lease, as affected by the Assignment, is hereinafter referred to as the "Lease".

D. Wang Feng Ye, a/k/a Kevin Ye ("Guarantor"), has unconditionally guaranteed the payment and performance of all obligations of Tenant under the Lease pursuant to that certain Guaranty of Instrument, dated October 13, 2009 (the "Guaranty").

E. The current Term of the Lease commenced on April 15, 2005 and expires on July 31, 2015. The phrase "Lease Year" as used herein and in the Lease means the period from August 1 through July 31.

F. The Parties desire to amend the Lease to, among other things, extend the Term thereof for an additional ten (10) years, as more particularly set forth herein.

NOW THEREFORE, in consideration of Ten and 00/100 Dollars (\$10.00) and the mutual covenants, promises and conditions hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Recitals. The above Recitals are incorporated herein by reference.

2. Term.

(a) Notwithstanding anything in the Lease to the contrary, the Lease is hereby amended by extending the Term thereof for an additional ten (10) years commencing on August 1, 2015 and expiring on July 31, 2025 (the "10 Year Extension"), upon all the terms and conditions of the Lease (as amended herein), including, but not limited to, the obligation to pay Minimum Rent, Percentage Rent, Additional Rent and all other amounts due to Landlord under the Lease.

(b) Section 2.4 of the Lease is hereby deleted in its entirety and Tenant shall have no further right to extend the Term beyond July 31, 2025. Any reference to the "Term" or "Amended Term" of the Lease shall hereafter refer to the Term as extended by this Second Amendment.

3. Minimum Rent. Notwithstanding anything in the Lease to the contrary, Minimum Rent for the 10 Year Extension is as follows:

<u>Applicable Period</u>	<u>Annual Minimum Rent</u>	<u>Monthly Minimum Rent</u>	<u>Per Square Foot</u>
Lease Years 11-13 (commencing on August 1, 2015 and ending on July 31, 2018)	\$162,340.98	\$13,528.42	\$35.94
Lease Years 14-17 (commencing on August 1, 2018 and ending on July 31, 2022)	\$175,891.98	\$14,657.67	\$38.94
Lease Years 18-20 (commencing on August 1, 2022 and ending on July 31, 2025)	\$189,442.98	\$15,786.92	\$41.94

4. Percentage Rent. Section 4.2 of the Lease is hereby deleted in its entirety and replaced with the following:

"4.2 Percentage Rent. In addition to the Minimum Rent set forth in Section 4.1 above, and as part of the total rent to be paid by Tenant to Landlord, Tenant covenants and agrees to pay to Landlord, as "Percentage Rent" for each Lease Year of the Term, seven percent (7%) of the amount by which Gross Sales (as hereinafter defined) during such Lease Year exceeds the Percentage Rent Breakpoint for such Lease Year. The "Percentage Rent Breakpoints" for the shall be as set forth below:

Percentage Rent Breakpoint:

Period	Percentage Rent Breakpoint
Rent Commencement Date through Lease Year 3	\$2,000,000.00
Lease Years 4 to 7	\$2,225,850.00
Lease Years 8 to 10	\$2,474,285.00
Lease Years 11 to 13 (commencing on August 1, 2015 and ending on July 31, 2018)	\$2,662,000.00
Lease Years 14 to 17 (commencing on August 1, 2018 and ending on July 31, 2022)	\$2,858,586.00
Lease Years 18 to 20 (commencing on August 1, 2022 and ending on July 31, 2025)	\$3,049,171.00

5. Marketing Charge. The Tenant shall fully cooperate with the other tenants and occupants of the Shopping Center in promoting the use of such trade names and slogans as may, from time to time, be adopted for the Shopping Center and in all marketing and advertising campaigns. In connection therewith, the Landlord may establish a so-called "Marketing Fund" for the Shopping Center (or any portion thereof in which the Premises are located) (the "Marketing Fund"). Notwithstanding anything to the contrary in the Lease, the Tenant agrees that it shall pay to the Landlord, as the Tenant's contribution to the Marketing Fund, as additional rent, commencing on the first day of Lease Year 15, a sum in the amount hereinafter set forth, which shall be adjusted from time to time (the "Marketing Charge").

The Parties agree that the Marketing Charge for Lease Year 15 shall be two dollars (\$2.00) per square foot of the Premises (i.e., \$2.00 multiplied by 4,517 square feet=\$9,034.00) (the "Initial Marketing Charge"). Effective with the sixteenth Lease Year, and every Lease Year of the Term thereafter, the Marketing Charge shall be subject to a cost of living increase. In that regard, on the first August 1 following Lease Year 15 (such date and each ensuing anniversary thereof being referred to hereinafter as a "Marketing Adjustment Date"), and on each Marketing Adjustment Date thereafter during the Lease Term, the Tenant's Marketing Charge shall be increased above the Initial Marketing Charge in the same proportion as the Price Index (hereinafter defined) has increased, if at all, as of the Marketing Adjustment Date in question above the Price Index as of the first day of Lease Year 15, and each such increased figure shall then become the Tenant's Marketing Charge and shall remain in effect until the next Marketing Adjustment Date. In no event shall anything contained herein permit the Tenant's Marketing Charge to be reduced below the amount of the Tenant's Initial Marketing Charge.

The Tenant's Marketing Charge shall be payable in equal monthly installments on the first day of each and every month, in advance, commencing with the first month of Lease Year 15 and terminating with the last month of the Lease Term as extended herein, the first such payment to be made on the first day of Lease Year 15. For any fraction of a month at the expiration or earlier termination of the Lease, the monthly payment of the Tenant's Marketing Charge shall be prorated. The Landlord agrees that the Marketing Fund will be used for advertising, promotion, public relations and administrative expenses (including, without limitation, the salaries of any marketing personnel) relating to the promotion of the Shopping Center (or any portion thereof in which the Premises are located). Without limiting the generality of the foregoing, the Landlord shall have the right to utilize the Marketing Fund for the costs of circulars and other publications, as well as electronic or other advertising media, and the Tenant agrees, upon request from the Landlord, to furnish suitable advertising material for such purposes. Any advertisements, circulars or other promotions need not make specific reference to any one or more occupants of the Shopping Center, but may advertise the Shopping Center generally or specific portions therein or occupants of such portions.

The term "Price Index", as used herein, means the Consumer Price Index for all Urban Consumers (CPI-U): U.S. City Average, All Items (unadjusted) (1982-84=100), published monthly by the Bureau of Labor Statistics, U.S. Department of Labor, and first so published in 1988. If the Bureau of Labor Statistics should cease to publish such Index in its present form and calculated on the present basis, a comparable index or an index reflecting changes in the cost of living determined in a similar manner or by substitution, combination or weighting of available indices, expenditure groups, items, components or population, published by the Bureau of Labor Statistics or by a responsible financial periodical or recognized authority shall be designated by the Landlord to be the Price Index thereafter. The Price Index for any date relevant to the application of any provision hereof shall be that published by the Bureau of Labor Statistics for the month containing such date, if computed for such month, or otherwise for the most recent month immediately

preceding the month for which the application is to be made. Since a Price Index relevant to the application of any provision may not be available as of the date on which a determination using the Price Index is to be made, necessary adjustments between the Landlord and the Tenant shall be made retroactively, within a reasonable time after required computations can be readily completed.

6. Required Improvements. Notwithstanding anything in the Lease to the contrary, commencing in Lease Year 15, Tenant shall (at Tenant's sole cost) cause a complete remodeling and renovation of the interior of the Premises and Tenant's exterior signage, including, but not limited to, new floor covering, fixtures and furniture, lighting, bathroom renovations and improvements, new signage, and such other renovations as deemed necessary in Landlord's reasonable discretion to cause the Premises and Tenant's signage to be consistent with upscale, modern restaurants operated in first-class shopping centers similar to the Shopping Center (the "Required Improvements"). All such Required Improvements shall be completed in a good and workman-like manner, in accordance with any design criteria and specifications established by Landlord, all terms and provisions of the Lease, including without limitation Section 13 thereof, plans and specifications approved by Landlord in advance, and all applicable laws, statutes, ordinances and building and zoning codes. Prior to commencing the Required Improvements, and within thirty (30) days of the commencement of Lease Year 15, Tenant shall submit to Landlord for Landlord's review and approval a full set of all architectural plans for the Required Improvements, which plans Tenant will revise and resubmit as necessary based on Landlord's comments. Tenant shall complete the Required Improvements within nine (9) months of Landlord's approval of Tenant's plans and specifications therefor. Landlord's approval of Tenant's plans and specifications shall not create a responsibility or liability of Landlord for their accuracy, sufficiency or compliance with applicable laws or rules and regulations. Tenant shall obtain all permits and approvals necessary or appropriate in connection with the performance of the Required Improvements.

7. Miscellaneous. Except as specifically provided in this Second Amendment, the provisions of the Lease shall remain unchanged and in full force and effect and the Parties hereby ratify, confirm and approve of the Lease as a binding and enforceable document in accordance with its terms. Tenant represents and warrants to Landlord that Landlord is not in default under any of the terms and provisions of the Lease and Tenant has no claims against Landlord. This Second Amendment may be executed in several counterparts and by each Party on a separate counterpart, each of which when executed and delivered shall be an original, and all of which together shall constitute one instrument.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have duly executed this Second Amendment effective as of the day and year set forth above.

LANDLORD:

TWO WALKERS BROOK CROSSING, LLC,
a Massachusetts limited liability company

By: TWO WBC MANAGER, LLC,
a Massachusetts limited liability company,
its Manager

By: [Signature]
Name: MARK C. DICKINSON
Its: Manager - Sole member


TENANT:

KOK, INC., d/b/a OYE'S,
a Massachusetts corporation

By: [Signature] 7/1/2015
Name: Kevin Ye
Its: President

The undersigned Guarantor joins in the execution of this Second Amendment to Lease in order to acknowledge, agree to be bound by, and consent to same. Guarantor hereby acknowledges that Guarantor shall continue to unconditionally guarantee the payment and performance of all obligations of Tenant under the Lease, as amended by this Second Amendment to Lease.

GUARANTOR:


WANG FENG YE, a/k/a KEVIN YE 7/1/2015

THIRD AMENDMENT TO LEASE

This Third Amendment to Lease ("Amendment") is made this 24 day of Feb, 2023 by and between Two Walkers Brook Crossing, LLC ("Landlord") and Kok, Inc. d/b/a Oye's ("Tenant") with regard to a certain Lease dated October 15, 2014 as amended by the Assignment Agreement and First Amendment to Lease dated October 14, 2009, Second Amendment to Lease dated July 1, 2015 and the Letter Agreement dated November 16, 2020 (collectively, the "Lease") for the leased premises ("Premises") located at Walkers Brook shopping center in Reading, MA ("Center");

WHEREAS, Landlord and Tenant agree that the Lease shall be amended as more particularly set forth and described hereinbelow;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **PERCENTAGE RENT.** Section 4.4 of the Lease is hereby amended by deleting the third (3rd) and fourth (4th) sentences beginning with "After the first Lease Year in which..." and "In the event that the foregoing...".
2. **MODIFICATIONS.** This Amendment may not be changed, amended, modified, waived, discharged or terminated, except by an instrument in writing signed by the party against whom enforcement of such change, amendment, modification, waiver, discharge or termination is sought.
3. **ENTIRE AGREEMENT.** This Amendment constitutes the entire agreement and understanding between the parties hereto respecting the subject matter hereof and there are no other agreements, understandings, undertakings, representations or warranties among the parties hereto with respect to the subject matter hereof except as set forth herein.
4. **COUNTERPARTS.** This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original Amendment, but all of which shall constitute but one and the same Amendment. The parties acknowledge and agree that notwithstanding any law or presumption to the contrary, an electronic signature by either party, whether upon this Amendment or any related document shall be deemed valid and binding and admissible by either party against the other as if the same were an original ink signature.
5. **AUTHORITY.** Each of the parties hereto represents and warrants to the other that the person executing this Amendment on behalf of such party has the full right, power and authority to enter into and execute this Amendment on such party's behalf.

Except where this Third Amendment to Lease specifically changes same, all other terms, conditions and covenants of the original Lease shall remain the same, where applicable, and are hereby reaffirmed.

IN WITNESS WHEREOF, the undersigned have set their sign and seal hereto on the date first above written.

LANDLORD:

Two Walkers Brook Crossing, LLC,
a Massachusetts limited liability company

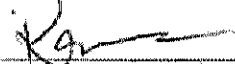
By: Two WBC Manager LLC, a Massachusetts
limited liability company, its Managing
member



Mark C. Dickinson
Manager

TENANT:

Kok, Inc. d/b/a Oye's



Print: KAREN ZIEGLER
Its:

FOURTH AMENDMENT TO LEASE

THIS FOURTH AMENDMENT TO LEASE (this "Fourth Amendment") is made and entered into as of the 9th day of July, 2024 (the "Effective Date") by and between Two Walkers Brook Crossing, LLC, a Massachusetts limited liability company, as successor in interest to Walkers Brook Crossing, LLC, a Massachusetts limited liability company ("Landlord"), and Kok, Inc., d/b/a Oye's, a Massachusetts corporation ("Tenant"). Landlord and Tenant are referred to herein collectively as the "Parties" and individually as a "Party".

RECITALS

A. Landlord and Tenant are parties to that certain Lease dated October 15, 2004, as affected by that certain Assignment Agreement and First Amendment to Lease dated October 14, 2009, and amended by that certain Second Amendment to Lease dated July 1, 2015, that certain Letter Agreement dated November 16, 2020 and that certain Third Amendment to Lease dated January 29, 2023 (collectively referred to herein as the "Lease") pursuant to which Tenant currently leases from Landlord certain premises consisting of approximately 4,517 square feet of rentable space located at 26 Walkers Brook Drive, Reading, Massachusetts (the "Premises"), as more particularly described in the Lease;

B. The Term of the Lease is scheduled to expire on July 31, 2025;

C. Landlord and Tenant have agreed to extend the Term for a period of ten (10) years, and to make certain modifications to the Lease, all as more particularly set forth in, and subject to in accordance with the terms, conditions and provisions of this Fourth Amendment.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, Landlord and Tenant hereby agree to amend the Lease as follows:

1. Recitals/Capitalized Terms. The foregoing Recitals are hereby incorporated by reference and made part herein, and the Parties stipulate and agree to the truth and accuracy of the facts and statements made in the Recitals. From and after the Effective Date, all references to the Lease in this Fourth Amendment, and in the Lease, shall mean the Lease as amended by this Fourth Amendment. Capitalized terms used herein but not otherwise defined herein shall have the meanings given to them in the Lease.

2. Extension of Term. The Lease is hereby amended by extending the Term for an additional ten (10) years commencing on January 1, 2025 and expiring on July 31, 2035 (the "Fourth Amendment Extension"). All references to the Term or Amended Term of the Lease shall mean and shall include the Term as extended by the Fourth Amendment Extension as defined in this Section 2. The Parties agree that Tenant shall not be permitted to extend the Term of the Lease beyond the Fourth Amendment Extension period.

3. Minimum Rent. Tenant shall be required to pay Minimum Rent in accordance with the Lease. Notwithstanding anything in the Lease to the contrary, commencing on January 1, 2025 Minimum Rent shall be payable in accordance with the following schedule:

Applicable Period	Annual Minimum Rent	Monthly Installment	Per Square Foot
January 1, 2025 – December 31, 2025	\$195,134.40	\$16,261.20	\$43.20
January 1, 2026 – December 31, 2026	\$200,988.43	\$16,749.04	\$44.50
January 1, 2027 – December 31, 2027	\$207,018.08	\$17,251.51	\$45.83
January 1, 2028 – December 31, 2028	\$213,228.63	\$17,769.05	\$47.21
January 1, 2029 – December 31, 2029	\$219,625.49	\$18,302.12	\$48.62
January 1, 2030 – December 31, 2030	\$226,214.25	\$18,851.19	\$50.08
January 1, 2031 – December 31, 2031	\$233,000.68	\$19,416.72	\$51.58
January 1, 2032 – December 31, 2032	\$239,990.70	\$19,999.22	\$53.13
January 1, 2033 – December 31, 2033	\$247,190.42	\$20,599.20	\$54.72
January 1, 2034 – December 31, 2034	\$254,606.13	\$21,217.18	\$56.37
January 1, 2035 – July 31, 2035	\$262,244.32	\$21,853.69	\$58.06

Additional Rent, including but not limited to the payment of Taxes and Operating Costs, shall continue to be due and payable in accordance with the terms of the Lease.

4. **Percentage Rent.** In addition to Minimum Rent, Tenant shall continue to pay Percentage Rent as set forth in the Lease. Tenant covenants and agrees to pay to Landlord, as Percentage Rent for each Lease Year of the Term, including the Fourth Amendment Extension, seven percent (7%) of the amount by which Gross Sales during each Lease Year exceeds the Percentage Rent Breakpoint for such Lease Year, in accordance with Section 4 of the Lease. Notwithstanding anything in the Lease to the contrary, beginning on January 1, 2025 the Percentage Rent Breakpoint shall be as follows:

<u>Period</u>	<u>Percentage Rent Breakpoint</u>
January 1, 2025 – December 31, 2029	\$3,200,000.00
January 1, 2030 – July 31, 2035	\$3,500,000.00

5. **Tenant's Work.** In connection with this Fourth Amendment and subject to Section 13 of the Lease, Tenant plans on completing certain improvements to the Premises including replacement of the existing HVAC unit servicing the Premises, installation of a new door and construction of patio area adjacent to the Premises (the "**Fourth Amendment Tenant Work**"). In connection with the Fourth Amendment Tenant Work, Landlord agrees to provide the Tenant with an allowance as a tenant inducement hereunder (the "**Tenant Allowance**") of up to Fifty Thousand

Dollars and 00/100 (\$50,000.00) to pay for hard costs actually incurred by Tenant for Tenant's Fourth Amendment Tenant Work relating to the aforesaid HVAC unit, door and patio area adjacent to the Premises (the "**Tenant Fourth Amendment Work Expenses**"). Provided Tenant (a) is not in default under the terms and provisions of this Lease, beyond any applicable notice or cure periods, (b) has received Landlord's approval for all Fourth Amendment Tenant Work in connection with Section 13 of the Lease, (c) has completed the Fourth Amendment Tenant Work prior to August 1, 2025; and (d) has re-opened for business in the Premises, the Tenant Allowance will be paid as herein provided within thirty (30) business days after the following conditions have been satisfied: (i) completion of the Fourth Amendment Tenant Work (as determined by Landlord); (ii) issuance of a permanent certificate of occupancy for the Premises, if applicable; (iii) Landlord's receipt of final lien waivers from all contractors, subcontractors and suppliers that provided work or materials involved with Fourth Amendment Tenant Work; (iv) Landlord's receipt of evidence of Tenant's insurance; (v) Landlord's receipt of one (1) complete set of "As Built" plans and specs for Fourth Amendment Tenant Work together with an AutoCAD and PDF version of same; (vi) Landlord's receipt of all outstanding charges due in connection with this Lease; and (vii) Landlord's receipt of paid invoices documenting the actual out of pocket costs and expenses incurred by Tenant in connection with the Tenant Fourth Amendment Work Expenses exceeding One Hundred Thousand Dollars and 00/100 (\$100,000.00) (collectively, the "**Conditions of Payment**"). In the event that Tenant has not provided Landlord with the documentation necessary to satisfy the Conditions of Payment prior to October 15, 2025, Tenant waives any further claim on the Tenant Allowance and Landlord shall have no further obligation to fund same.

Provided that no event of default shall have occurred and Landlord approves the Fourth Amendment Tenant Work in accordance with Section 13 of the Lease, Minimum Rent shall be abated for up to thirty (30) consecutive days prior to August 1, 2025 (the "Fourth Amendment Abatement"), during the period that Tenant is not open for business as a result of the performance of the Fourth Amendment Tenant Work, and is working diligently and continuously to complete the Fourth Amendment Tenant Work; provided, however, that if an event of default occurs, then the preceding abatement shall become void, and Tenant shall not have any right or claim thereto, and all amounts that have been abated and the entirety of the Tenant Allowance shall immediately become due and payable to Landlord. For the avoidance of doubt, in the event that Tenant is closed for business for less than thirty (30) consecutive days, then such Fourth Amendment Abatement shall be pro-rated on a per diem basis for the period of time Tenant is not open for business as a result of the performance of the Fourth Amendment Tenant Work.

5. Address for Notices to Landlord. For purposes of Notices to Landlord, Landlord's Mailing Address under Section 28 of the Lease is hereby amended and replaced with the following addresses:

"Landlord's Mailing Address:

Original to:

[REDACTED]

[REDACTED]

with simultaneous copy to:

Hinckley, Allen & Snyder LLP

[REDACTED]

7. Brokerage. Landlord and Tenant each represent and warrant that the only broker involved with this transaction is The Wilder Companies (the "**Broker**"). Other than the Broker, each of Landlord and Tenant represent and warrant to the other that it has not employed or dealt with any other broker, agent or finder in carrying on the negotiations relating to this Fourth Amendment. Each of Landlord and Tenant shall indemnify and hold the other harmless from and against any claim or claims for brokerage or other commissions asserted by any broker, agent or finder arising from a breach of the foregoing representation and warranty.

8. Incorporation. This Fourth Amendment shall be incorporated into and made a part of the Lease, and all provisions of the Lease not expressly modified or amended hereby shall remain in full force and effect. In the event of any inconsistencies between the provisions of this Fourth Amendment and the Lease, the provisions of this Fourth Amendment shall control.

9. Ratification. Except as herein modified or amended, the provisions, conditions and terms of the Lease shall remain unchanged and in full force and effect. Landlord and Tenant hereby ratify and confirm their respective obligations under the Lease and further confirm and ratify that, as of the date hereof, the Lease is and remains in full force and effect. Tenant hereby affirms that as of the Effective Date no breach, default, or other act, error, or omission which, with the giving of notice or passage of time or both, would constitute a default by Landlord has occurred and is continuing under the Lease.

10. Entity Authority. Each of the Parties hereby represents and warrants that it is duly authorized to enter into and consummate the transactions contemplated by this Fourth Amendment and that the officer or other individual executing this Fourth Amendment on its behalf is duly authorized to enter into this Fourth Amendment.

11. Counterpart Signatures. This Fourth Amendment may be executed in two (2) or more counterparts, each of which shall be an original but such counterparts together shall constitute one and the same instrument notwithstanding that all parties are not signatories to the same counterpart. Delivery of an executed counterpart of this Fourth Amendment by telefacsimile, electronic mail or another method of exchanging electronic signatures (e.g., DocuSign, Adobe Sign, etc.) shall be equally as effective as delivery of any original executed counterpart, and such electronic signature and delivery shall be binding and enforceable. Signature pages may be detached from the counterparts and attached to a single copy of this instrument to physically form one (1) document.

12. OFAC. Tenant hereby represents and warrants to Landlord that Tenant is not: (1) in violation of any Anti-Terrorism Law; (2) conducting any business or engaging in any transaction

or dealing with any Prohibited Person, including the making or receiving of any contribution of funds, goods or services to or for the benefit of any Prohibited Person; (3) dealing in, or otherwise engaging in any transaction relating to, any property or interest in property blocked pursuant to Executive Order No. 13224; (4) engaging in or conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate any of the prohibitions set forth in any Anti-Terrorism Law; or (5) a Prohibited Person, nor are any of its partners, members, managers, officers or directors a Prohibited Person. As used herein, "Anti-Terrorism Law" is defined as any law relating to terrorism, anti-terrorism, money laundering or anti-money laundering activities, including Executive Order No. 13224 and Title 3 of the USA Patriot Act. As used herein "Executive Order No. 13224" is defined as Executive Order No. 13224 on Terrorist Financing effective September 24, 2001, and relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, or Support Terrorism." "Prohibited Person" is defined as (i) a person or entity that is listed in the Annex to Executive Order 13224; (ii) a person or entity with whom Tenant or Landlord is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; or (iii) a person or entity that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/ofac/t11sdn.pdf>, or at any replacement website or other official publication of such list. "USA Patriot Act" is defined as the "Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001" (Public Law 107-56).

13. Miscellaneous. This Fourth Amendment shall be deemed to have been executed and delivered within the Commonwealth of Massachusetts, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the Commonwealth of Massachusetts. The submission of this Fourth Amendment shall not constitute an offer and this Fourth Amendment shall not be effective and binding unless and until fully executed and delivered by each of the Parties hereto. This Fourth Amendment is binding upon and shall inure to the benefit of Landlord and Tenant, and their respective successors-in-interest and assigns. Each Party has cooperated in the drafting and preparation of this Fourth Amendment and, therefore, in any construction to be made of this Fourth Amendment, the same shall not be construed against any party. In case any one or more of the provisions contained in this Fourth Amendment shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Fourth Amendment, and this Fourth Amendment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

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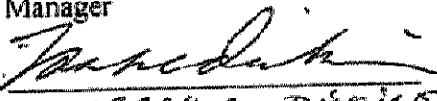
IN WITNESS WHEREFORE, the Parties have caused this Fourth Amendment to be executed as of the date first written above.

LANDLORD:

**TWO WALKERS BROOK CROSSING,
LLC**


a Massachusetts limited liability company

By: **TWO WBC MANAGER, LLC**
a Massachusetts limited liability company
its Manager

By: 
Name: MARK C. DICKINSON
Title: MANAGER

TENANT:

KOK, INC., d/b/a OYE'S,
a Massachusetts corporation

By: 
Name: Wan Feng Ye
Title: President

By: 
Name: Jian Qing Zheng
Title: Treasurer

OK
MCD

The undersigned Guarantor joins in the execution of this Fourth Amendment to Lease in order to acknowledge, agree and be bound by, and consent to same. Guarantor hereby acknowledges that Guarantor shall continue to unconditionally guarantee the payment and performance of all obligations of Tenant under the Lease, as amended by this Fourth Amendment to Lease.

GUARANTOR:

~~WANG FENG YE, a/k/a Kevin Ye~~

ASSIGNMENT, ASSUMPTION AND FIFTH AMENDMENT TO LEASE

THIS ASSIGNMENT, ASSUMPTION AND FIFTH AMENDMENT TO LEASE (this "**Agreement**") is dated the 14th day of August, 2025 (the "**Effective Date**"), by and between TWO WALKERS BROOK CROSSING, LLC, a Massachusetts limited liability company (the "**Landlord**"), KOK, INC., d/b/a OYE'S, a Massachusetts corporation (the "**Assignor**"), YUTAO INC., a Massachusetts corporation (the "**Assignee**"), Wang Feng Ye, a/k/a Kevin Ye, having an address of [REDACTED] (the "**Original Guarantor**"), and Zemin Wu, having an address of [REDACTED] (a "**New Guarantor**"), and Jia Yu Zheng, having an address of [REDACTED] (a "**New Guarantor**") (Zemin Wu and Jia Yu Zheng may also be hereinafter collectively referred to as the "**New Guarantors**")

RECITALS

WHEREAS, Landlord and Assignor, or their predecessors-in-interest, entered into that certain Lease dated October 15, 2004 (the "**Original Lease**"), as amended by that Assignment Agreement and First Amendment to Lease dated as of October 14, 2009 (the "**First Amendment**"), as amended by that certain Second Amendment to Lease dated as of July 1, 2015, as affected by that certain Letter Agreement dated as of November 16, 2020, as amended by that certain Third Amendment to Lease dated as of January 24, 2023, and as further amended by that certain Fourth Amendment to Lease dated as of July 9, 2024 (the "**Fourth Amendment**") (collectively, the "**Lease**"), pursuant to which Assignor currently leases from Landlord certain premises consisting of approximately 4,517 square feet of rentable space located at 26 Walkers Brook Drive, Reading, Massachusetts (the "**Premises**"), as more particularly described in the Lease;

WHEREAS, the Term of the Lease is currently scheduled to expire in accordance with the terms of the Lease on July 31, 2035;

WHEREAS, Assignor has requested consent from Landlord for the assignment of the Lease to Assignee and Assignee desires to assume all of the covenants and obligations of Assignor under the Lease;

WHEREAS, Landlord is willing to grant its consent to the assignment of the Lease to Assignee subject to the terms and conditions of this Agreement; and

WHEREAS, Landlord, Assignor and Assignee desire to enter into this Agreement for the purpose of evidencing and confirming their mutual understanding and agreement regarding the assignment of the Lease by Assignor to Assignee (the "**Assignment**") and the assumption by Assignee of all the covenants and obligations of Assignor under the Lease as if Assignee were the original tenant thereunder and further to evidence and confirm their mutual understanding and agreement regarding certain other matters pertaining to the Lease as set forth herein, and to amend the Lease as of the Effective Date in accordance with the terms of this Agreement.

NOW THEREFORE, in consideration of One Dollar (\$1.00) and the mutual covenants, promises and conditions hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Landlord, Assignor, Assignee, Original Guarantor, and the New Guarantors hereby agree as follows:

AGREEMENT

1. Recitals; Defined Terms. The above Recitals are incorporated herein by reference. All capitalized terms used in this Agreement without definition shall have the same meanings ascribed to them in the Lease.

2. Assignment and Assumption. Effective as of the Effective Date, Assignor hereby transfers, conveys and assigns unto Assignee all of Assignor's right, title and interest in and to the Lease. Assignee hereby accepts such assignment and assumes all of Assignor's duties, covenants and obligations as tenant under the Lease whenever arising to the same extent and with the same force and effect as if Assignee had executed the Lease and had been the original tenant thereunder. Assignee hereby attorns to Landlord as the landlord under the Lease and assumes all obligations of tenant under the Lease whenever arising. From and after the Effective Date, Assignee shall be deemed to be the "Tenant" under the Lease for all purposes.

3. Landlord Consent. Subject to the terms and conditions of this Agreement, Landlord hereby consents to the transfer and assignment of Assignor's right, title and interest in and to the Lease to Assignee; provided, however, such approval and consent shall not be deemed to modify or amend the provisions of the Lease (except as otherwise expressly set forth herein). In addition, this Landlord consent shall not be deemed to be Landlord's consent to any subsequent assignment or subletting.

4. No Release of Assignor. Notwithstanding anything to the contrary contained in the Lease, Assignor shall not be released from any and all obligations and liabilities arising under the Lease, whenever occurring; further, nothing contained herein shall be construed as releasing Assignor from liability for the breach of any agreement, representation, or warranty of Assignor under the Lease and this Agreement, and, provided further, nothing contained herein shall be construed as releasing Assignor from liability for Minimum Rent, Additional Rent, Percentage Rent and/or any other charges and sums due under the Lease, whenever arising.

5. Term. The Term of the Lease is currently scheduled to expire in accordance with its terms on July 31, 2035. Notwithstanding anything in the Lease or this Agreement to the contrary, Assignee shall have no right or option to extend the Term of the Lease beyond July 31, 2035. Further notwithstanding anything in the Lease or in this Agreement to the contrary, Section 36 of the Original Lease is hereby deleted in its entirety, and Assignee shall have no right to terminate the Lease.

6. Rent. Assignee shall pay Minimum Rent, Additional Rent (including, but not limited to, Taxes, Operating Costs, and Marketing Charges), Percentage Rent, and any and all other sums due under the Lease, whenever arising, in the amounts and on the dates on which the same are due and payable as set forth in the Lease. On or before the fifteenth (15th) day of each

month, Tenant shall deliver to Landlord a statement of Gross Sales for the preceding calendar month.

7. Tenant's Work. Section 5 of the Fourth Amendment is hereby deleted in its entirety, and the following is substituted therefor:

In connection with this Agreement and subject to Section 13 of the Lease, Assignee shall complete certain improvements to the Premises, including, but not limited to: (i) correction of damage to the water filtration system located between the kitchen and main dining area; (ii) waterproofing of kitchen walls; (iii) refreshing of interior of Premises, including, but not limited to, installation of new ceiling tiles and lighting; (iv) painting of the interior of the Premises; (v) renovation of restrooms located within the Premises; and, at the Assignee's option, (vi) construction of patio area adjacent to Premises to the extent a patio area is permitted under applicable laws, rules, regulations, and ordinances (the "Fifth Amendment Tenant Work"). Prior to commencing any Fifth Amendment Tenant Work, Tenant shall obtain Landlord's approval of all plans and specifications therefor and any and all other permits and approvals from the applicable governing authority as required by any laws, rules, regulations, and ordinances applicable to the Premises and the Shopping Center. In connection with the Fifth Amendment Tenant Work, Landlord agrees to provide the Assignee with an allowance as a tenant inducement hereunder (the "Tenant Allowance") of up to Fifty Thousand and 00/100 Dollars (\$50,000.00) to pay for hard costs actually incurred by Assignee for Assignee's Fifth Amendment Tenant Work (the "Fifth Amendment Tenant Work Expenses"). Provided (a) no Tenant Default (as defined in Section 17.1 of the Original Lease) exists under the terms and provisions of this Lease, beyond any notice or cure periods, (b) Assignee has received Landlord's approval for all Fifth Amendment Tenant Work in connection with Section 13 of the Lease, (c) Assignee has completed the Fifth Amendment Tenant Work prior to August 31, 2026, and (d) Assignee has re-opened for business in the Premises, the Tenant Allowance will be paid as herein provided within thirty (30) business days after the following conditions have been satisfied: (i) completion of the Fifth Amendment Tenant Work (as determined by Landlord); (ii) issuance of a permanent certificate of occupancy for the Premises, if applicable; (iii) Landlord's receipt of final lien waivers from all contractors, subcontractors, and suppliers that provided work or materials involved with the Fifth Amendment Tenant Work; (iv) Landlord's receipt of evidence of Assignee's insurance; (v) Landlord's receipt of one (1) complete set of "As Built" plans and specs for the Fifth Amendment Tenant Work together with an AutoCAD and PDF version of the same; (vi) Landlord's receipt of all outstanding charges due in connection with this Lease; and (vii) Landlord's receipt of paid invoices documenting the actual out-of-pocket costs and expenses incurred by Assignee in connection with the Tenant Fifth Amendment Work Expenses (which may include up to \$35,000.00 on account of Assignor's installation of a new HVAC unit) exceeding One Hundred Thousand and 00/100 Dollars (\$100,000.00) (collectively the "Conditions of Payment"). In the event that Assignee has not provided Landlord with the documentation necessary to satisfy the Conditions of Payment prior to September 30, 2026, Assignee waives any further claim on the Tenant Allowance and Landlord shall have no further obligation to fund the same.

Provided that no event of default shall have occurred and Landlord approves the Fifth Amendment Tenant Work in accordance with Section 13 of the Lease, Minimum Rent shall be abated for up to thirty (30) consecutive days prior to August 31, 2026 (the "Fifth Amendment Abatement"), during the period that Assignee is not open for business as a result of the performance of the Fifth Amendment Tenant Work, and is working diligently and continuously to complete the Fifth Amendment Tenant Work; provided, however, that if a Tenant Default occurs, then the preceding abatement shall become void, and Assignee shall not have any right or claim thereto, and all amounts that have been abated and the entirety of the Tenant Allowance shall immediately become due and payable to Landlord. For the avoidance of doubt, in the event that Assignee is closed for business for less than thirty (30) consecutive days, then such Fifth Amendment Abatement shall be pro-rated on a per diem basis for the period of time Assignee is not open for business as a result of the performance of the Fifth Amendment Tenant Work.

8. Grease Traps. During the Term, Assignee shall contract with a reputable contractor to regularly empty and remove, clean and maintain any interior or exterior (except in the case of a shared exterior grease trap as described below) grease traps, exhausts and ventilation systems which provides for at least quarterly maintenance, unless more frequently required pursuant to the manufacturer's guidelines (collectively, the "Trap and Vent Maintenance Contract") serving the Premises, and Assignee shall pay all costs in connection with the Trap and Vent Maintenance Contract. Assignee shall provide upon request any and all records of such emptying and removal, cleaning and maintenance of such grease traps to Landlord on a quarterly basis, and Assignee's failure to provide such records to Landlord within thirty days shall be deemed a Tenant Default. Assignee shall also be responsible, at its sole cost and expense, to maintain, repair and replace any exterior grease trap, exhaust and ventilation systems exclusively serving the Premises, all in accordance with first class restaurant industry standards, applicable laws, and such rules and regulations as Landlord reasonably may prescribe from time to time.

9. Seating. Notwithstanding anything to the contrary in the Lease and subject to all applicable laws, rules, regulations, and ordinances applicable to the Premises and the Shopping Center, Assignee shall be permitted to place up to, but not more than, one hundred (100) seats within the Premises to be utilized by Assignee in connection with its operation of the Permitted Use from the Premises. In addition to the foregoing, subject to the terms and conditions of Section 1.2 of the Original Lease and all applicable laws, rules, regulations, and ordinances applicable to the Premises and the Shopping Center, if Assignee elects to construct the Patio area per Paragraph 7 (vi), Assignee shall be permitted to place up to, but not more than, thirteen (13) seats within the outdoor patio area (the "Patio Seating") utilized by Assignee in connection with its operation of the Permitted Use from the Premises and in a location designated by Landlord; provided, however, that Assignee shall submit plans of such Patio Seating for Landlord's review and approval, in its sole and absolute discretion, and shall obtain any and all permits and approvals for the Patio Seating from any applicable governing authority(ies) prior to the installation and use thereof.

10. Other Stores. In recognition of the fact that the Lease provides for a Percentage Rent based upon the sales made by Assignee in or from the Premises, the Assignee covenants and agrees (insofar as and to the extent that it is lawful so to agree) that, during the Term of the Lease, as extended by this Agreement, neither the Assignee nor any of its affiliated, parent or subsidiary companies, entities or persons will operate, either directly or indirectly, another store (including a

department or concession in another store) of any kind, for the Permitted Use (as such term is defined in the Lease) within a reasonable area of the Premises, without the prior written consent of the Landlord, the Assignee and Landlord acknowledging that the area within a circle having as its center the Premises and having a radius of five (5) miles is stipulated a reasonable area for this purpose. In addition to any other remedy otherwise available to the Landlord for breach of this covenant, it is specifically agreed that the Landlord may at its election require that any and all sales made in and from any such other store(s) be included in the computation of the Percentage Rent (as such term is defined in the Lease) due under the Lease with the same force and effect as though such sales had actually been made in or from the Premises.

11. Guarantor Reaffirmation. By executing the Reaffirmation of Guarantor attached and incorporated herein as Exhibit A, the Original Guarantor hereby consents to this Agreement, and acknowledges and agrees that the Guaranty executed by Original Guarantor and annexed to the First Amendment as Exhibit G (the "Original Guaranty") shall remain in full force and effect as to the Lease, as modified herein. Notwithstanding the foregoing, provided Tenant is not then in default under the Lease (and has not been in default under the Lease at any time beyond any applicable notice and cure periods), Original Guarantor shall be released from Original Guarantor's obligations under the Original Guaranty on the date which shall be five (5) years from the Effective Date of this Agreement

12. New Guaranty. This Agreement has been entered into by Landlord in reliance upon Assignee's representation that Assignee's obligations under the Lease, as amended hereby, will be guaranteed by the New Guarantors. In connection therewith: (i) the New Guarantors hereby agree to guarantee all of Assignee's obligations under the Lease, whenever arising, (ii) this Agreement shall be subject to and conditioned upon the simultaneous execution and delivery by the New Guarantors to Landlord of the Guaranty attached hereto as Exhibit B, and (iii) each reference in the Lease to the "Guarantor" shall be deemed to include, collectively, the New Guarantors and the Original Guarantor.

13. Brokerage. Except for The Wilder Companies, Landlord's representative, Landlord, Assignor and Assignee each represent and warrant to the other that, through the date hereof, neither have entered into any agreement with, or otherwise had any dealing with, any broker or agent in connection with the negotiation or execution of this Agreement that could form the basis of any claim by any such broker or agent for a brokerage fee or commission, finder's fee, or any other compensation of any kind or nature in connection herewith and each party shall indemnify, defend and hold harmless the other from all costs (including court costs, investigation costs and attorneys' fees), expenses or liability for commissions or other compensation claimed by any broker or agent, with respect to this Agreement that arise out of any agreement or dealings, or alleged agreement or dealings, between the indemnifying party and any such agent or broker. Landlord shall be responsible for the payment of any broker or agent fees/compensation due to The Wilder Companies.

14. Ratification. Except as expressly amended hereby, the terms and conditions of the Lease shall remain in full force and effect and are hereby ratified and confirmed. In the event of any conflict between the terms of the Lease and the terms of this Agreement, the terms of this Agreement shall control.

15. Due Authorization. Landlord, Assignor and Assignee each represents to the other that the party signing this Agreement on its behalf has the authority to do so and has received all necessary consents and approvals to enter into the agreement set forth in this Agreement and such agreement shall be binding upon Landlord, Assignor and Assignee and their respective successors and assigns.

16. OFAC. Assignee hereby represents and warrants to Landlord that Assignee is not: (1) in violation of any Anti-Terrorism Law; (2) conducting any business or engaging in any transaction or dealing with any Prohibited Person, including the making or receiving of any contribution of funds, goods, or services to or for the benefit of any Prohibited Person; (3) dealing in, or otherwise engaging in any transaction relating to any property or interest in property blocked pursuant to Executive Order No. 13224; (4) engaging or conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate any of the prohibitions set forth in any Anti-Terrorism Law; or (5) a Prohibited Person, nor are any of its partners, members, managers, officers or directors a Prohibited Person. As used herein, "Anti-Terrorism Law" is defined as any law relating to terrorism, anti-terrorism, money laundering or anti-money laundering activities, including Executive Order No. 13224 and Title 3 of the USA Patriot Act. As used herein "Executive Order No. 13224" is defined as Executive Order No. 13224 on Terrorist Financing effective September 24, 2001, and relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, or Support Terrorism." "Prohibited Person" is defined as (i) a person or entity that is listed in the Annex to Executive Order No. 13224; (ii) a person or entity with whom Tenant or Landlord is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law; or (iii) a person or entity that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control at its official website, <http://www.treas.gov/ofac/tllsbn.pdf>, or at any replacement website or other official publication of such list. "USA Patriot Act" is defined as the "Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001" (Public Law 107-56).

17. Counterparts; Miscellaneous. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall comprise but one and the same instrument. This Agreement may be executed or delivered by Docu-Sign, electronic or facsimile means, and copies of executed signature pages stored electronically in portable document format (.pdf) shall be binding as originals. Assignor and Assignee hereby represent and warrant to Landlord that Assignor and/or Assignee have no claims, counterclaims, set-offs or defenses against Landlord arising out of the Lease or in any way relating thereto, that all contingencies or conditions precedent to Assignor and Assignee's performance of its obligations under the Lease have been satisfied or waived, and Landlord is not in default of any of its obligations under the Lease. This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]


[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as a sealed instrument as of the Effective Date.

LANDLORD:


**TWO WALKERS BROOK CROSSING,
LLC**, a Massachusetts limited liability company

By: **WOLLASTON INVESTMENTS, LLC**
By: Quincy Mutual Fire Insurance Co.
Its: Manager

By: Signed by: 
Name: Joseph White
Its: Authorized Person

ASSIGNEE:

YUTAO INC.,
a Massachusetts corporation

By: Signed by: 
Name: Zemin Wu
Title: President

ASSIGNOR:

KOK, INC., d/b/a OYE'S
a Massachusetts corporation

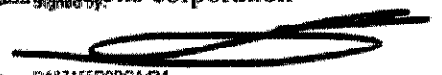
By: Signed by: 
Name: Wan Feng Ye
Title: President

Exhibit A**Reaffirmation of Guarantor**

Reference is hereby made to that certain Guaranty of Instrument executed by Wang Feng Ye, a/k/a Kevin Ye, ("**Original Guarantor**") dated October 13, 2009 (the "**Guaranty**"). By signing below, Original Guarantor (a) agrees that Original Guarantor has reviewed and consents to the Assignment, Assumption and Fifth Amendment to Lease (the "**Agreement**") to which this Reaffirmation of Guarantor is attached, (b) hereby reaffirms that Original Guarantor shall remain liable for the full performance of tenant's obligations under the Lease, as amended by the Agreement and as it may further be amended, from time to time and (c) agrees that the Original Guaranty shall remain in full force and effect. Notwithstanding the foregoing, provided the Tenant under the Lease is not then in default under the Lease (and has not been in default under the Lease at any time), Original Guarantor shall be released from Original Guarantor's obligations under the Guaranty on the date which shall be five (5) years from the Effective Date of the Agreement.

EXECUTED under seal as of this 14th day of August, 2025.

ORIGINAL GUARANTOR:

Signed by: 
Wang Feng Ye, a/k/a Kevin Ye

Exhibit B

Guaranty

Reference is hereby made to that certain Lease dated October 15, 2004, as amended by that Assignment Agreement and First Amendment to Lease dated as of October 14, 2009, as amended by that certain Second Amendment to Lease dated as of July 1, 2015, as affected by that certain Letter Agreement dated as of November 16, 2020, as amended by that certain Third Amendment to Lease dated as of January 24, 2023, as amended by that certain Fourth Amendment to Lease dated as of July 9, 2024, and as further amended by that certain Assignment, Assumption and Fifth Amendment to the Lease dated as of [August 14], 2025 (the "**Assignment**"), by and among TWO WALKERS BROOK CROSSING, LLC, a Massachusetts limited liability company (the "**Landlord**"), YUTAO INC., a Massachusetts corporation (the "**Assignee**"), and KOK, INC., a Massachusetts corporation (the "**Assignor**") (collectively, the "**Lease**").

In order to induce Landlord to consent to the Assignment, the undersigned (collectively, jointly and severally, the "**Guarantor**") does hereby, on behalf of the Guarantor and the heirs, executors, administrators, successors or assigns of the Guarantor, guarantee to Landlord, its successors and assigns, the full payment, performance and observance of all the terms, covenants and conditions therein expressed on said Assignee's part to be paid, performed and observed and also all damages that may arise in consequence of the non-payment, non-performance or non-observance of said terms, covenants or conditions, without requiring any notice of non-payment, non-performance or non-observance, or proof, notice or demand whereby to charge the Guarantor therefor, all of which the Guarantor hereby expressly waives and expressly covenants and agrees that the obligation of the Guarantor hereunder shall in no way be terminated or otherwise affected or impaired by reason of any assertion by Landlord against Assignee of any of the rights or remedies available to Landlord pursuant to the Lease or allowed at law or in equity.

The Guarantor does hereby covenant and agree to and with said Landlord, its successors and assigns, that the Guarantor may be joined in any action against the Assignee in connection with the Lease and that recovery may be had against the Guarantor in such action or in any independent action against the Guarantor without Landlord, its successors or assigns, first pursuing or exhausting any remedy or claim against Assignee, its successors or assigns. The Guarantor also agrees that, in any jurisdiction, the Guarantor will be conclusively bound by the judgment in any such action by Landlord against Assignee (wherever brought) as if the Guarantor were a party to such action even though the Guarantor is not joined as a party in such action.

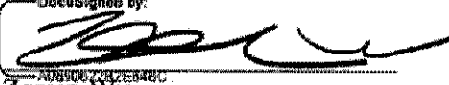
The Guarantor further covenants and agrees that this guaranty shall remain and continue in full force and effect as to any renewal, modification or extension of the within lease and as to any assignment or subletting (without need of any notice or further consent of the Guarantor thereto) and during any period when Assignee, its assignees or sublessees are occupying the Premises described in the within the Lease.

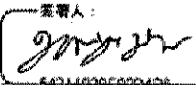
Guarantor hereby expressly waives and releases (a) notice of the acceptance of this Guaranty and notice of any change in Assignee's financial condition; (b) the right to interpose any substantive or procedural defense of the law of guaranty, indemnification or suretyship, except the defenses of

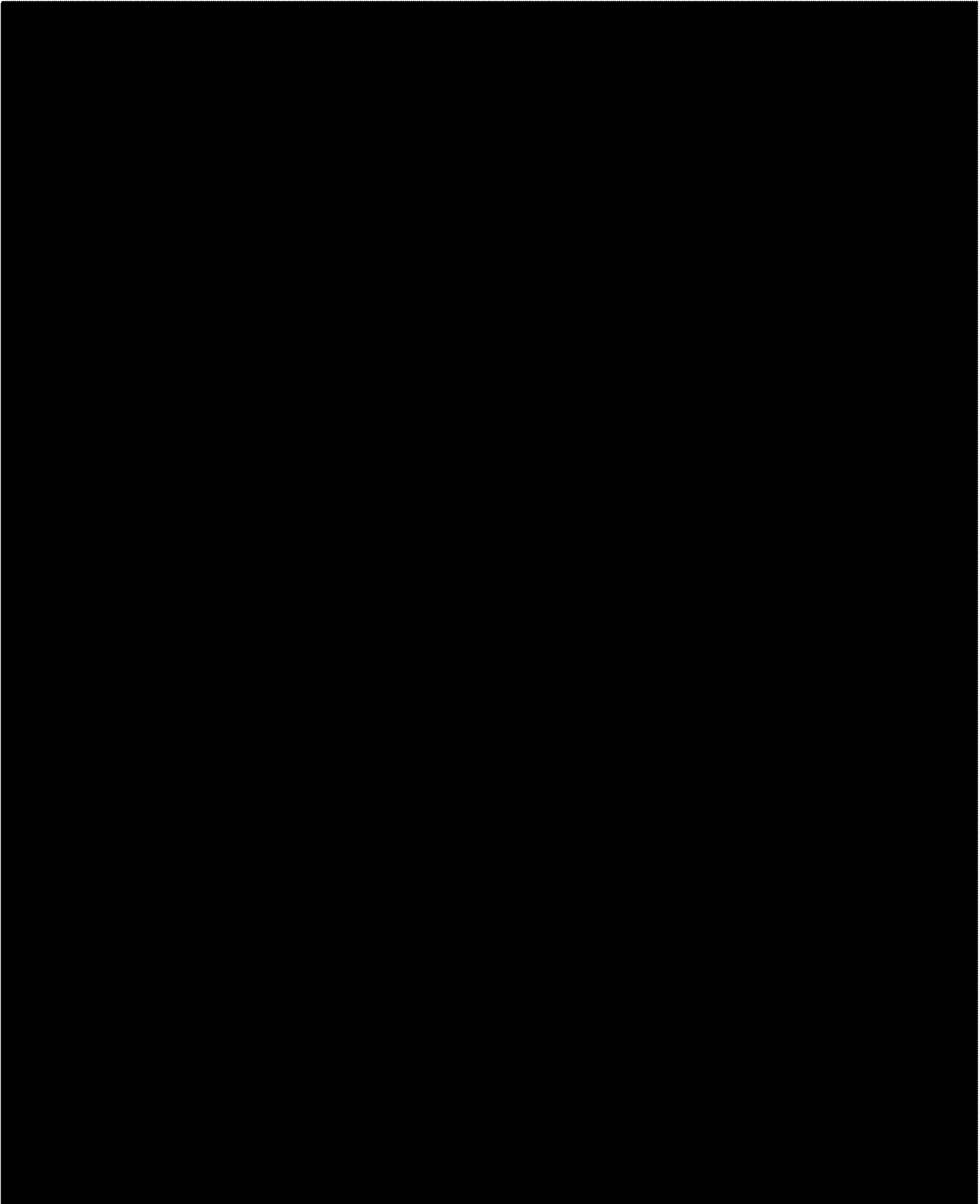
prior payment or prior performance (whether before or during any applicable notice and cure periods) by Assignee (of the obligations which Guarantor is called upon to pay or perform under this Guaranty); (c) all rights and remedies accorded by applicable law to guarantors or sureties, including, without limitation, any extension of time conferred by any law now or hereafter in effect; (d) the right to trial by jury, in any action or proceeding of any kind arising on, under, out of, or by reason of or relating, in any way, to this Guaranty or the interpretation, breach or enforcement thereof; (e) the right to interpose any defense (except as allowed under (b) above), set off or counterclaim of any nature or description in any action or proceeding; and (f) any right or claim of right to cause a marshalling of Assignee's assets or to cause Landlord to proceed against Assignee and/or any collateral held by Landlord at any time or in any particular order.

This Guaranty shall be governed by and construed under the laws of the Commonwealth of Massachusetts. The Guarantor warrants and represents that he/she/it has the legal right and capacity to execute this Guaranty. In the event that this Guaranty shall be held ineffective or unenforceable by any court or competent jurisdiction, then the Guarantor shall be deemed to be a Tenant under the Lease with the same force and effect as if the Guarantor were expressly named as a joint Tenant therein.

EXECUTED under seal as of this 14th day of August, 2025.

DocuSigned by:

Zemin Wu

簽署人：

Jia Yu Zheng



The first part of the paper discusses the importance of the research and the objectives of the study. It then presents a literature review of the existing research on the topic. The second part of the paper describes the methodology used in the study, including the data collection and analysis techniques. The third part of the paper presents the results of the study, and the fourth part discusses the implications of the findings.

The study was conducted using a quantitative research design. Data was collected from a sample of 100 participants. The data was then analyzed using statistical software. The results of the study show that there is a significant relationship between the variables being studied.

The findings of the study have several implications. First, they suggest that the research is valid and reliable. Second, they suggest that the research can be used to inform policy and practice. Finally, they suggest that the research can be used to guide future research.

In conclusion, the study has shown that there is a significant relationship between the variables being studied. The findings of the study have several implications, including that the research is valid and reliable, that the research can be used to inform policy and practice, and that the research can be used to guide future research.

Reading Home Rule Charter Translation Guide

The Reading Town Charter requires the creation of a Charter Review Committee (the “Committee”) at least once every ten years. Article 4.13 of the Charter states that the Committee shall review the Charter and make a report, with recommendations, to the Town Meeting the Committee shall determine to be necessary or desirable. The Committee must consist of the Moderator, one member or designee of the Select Board, one member or designee of the School Committee, one member or designee of the Board of Library Trustees, one member or designee of the Municipal Light Board of Commissioners, one member of the Bylaw Committee and three Town Meeting members to be appointed by the Moderator.

On _____, the Town formed the Charter Review Committee. The Committee’s membership is attached to this letter as Exhibit A. The Committee held its first meeting on _____ and since that time the Committee has met in public session and deliberated _____ times. The Committee voted on _____ to suggest the revisions included in this Translation Guide to the Town Meeting.

This Translation Guide has two distinct sections. The first is an overview of the types of proposed changes listed by Article. When the change is considered significant, an explanation is included. The second is a bold and cross-out of the existing Charter, showing exact changes.

Translation Guide Section 1 – Overview

Unlike the revisions in 2015, there is no re-arranging of the Articles in the Charter. Two articles, Article 3.2 and Article 5.3, have been renamed to “Select Board” and “Constituent Services Officer”, respectfully.

Below is a brief explanation of the changes. As you can see, the vast majority of changes were undertaken to simplify, clarify, and modernize the language by making all references gender neutral.

Reference	Simplify, clarify, modernize	Noteworthy Change	Additional Explanation	Special Act
<i>Article 1: Existence, Authority and Definitions</i>				
1.2	Yes	No		No
1.5	Yes	No		No
1.6	Yes	Yes	Expanded the definition of “local news medium” to include the Town Website. Redefined “majority vote” to mean a majority of those present and voting.	Yes

Reference	Simplify, clarify, modernize	Noteworthy Change	Additional Explanation	Special Act
<i>Article 2: Representative Town Meeting</i>				
2.2	Yes	No		No
2.3	Yes	No		No
2.6	Yes	Yes	Provides opportunity to be heard before removal from Town Meeting.	Yes
2.9	Yes	No		No
2.10	Yes	No		No
2.11	Yes	No		No
2.12.1	Yes	Yes	Clarify process for appointment when Chair of the Finance Committee is in the last year of their term.	No
2.12.2	Yes	Yes	Clarify process for appointment when Chair of the Bylaw Committee is in the last year of their term.	No
2.13	Yes	No		No
2.14	Yes	No		No
2.15.1	Yes	Yes	Clarified the process for submitting a petition.	No
<i>Article 3: Elected Officers and Boards or Committee</i>				
3.1	Yes	No		No
3.2	Yes	No		No
3.3	Yes	No		No
3.4	Yes	No		No
3.5	Yes	No		No
<i>Article 4: Appointed Boards or Committees</i>				
4.1	Yes	No		No
4.2	Yes	No		No
4.4	Yes	No		No
4.5	Yes	No		No
4.6	Yes	No		No
4.7	Yes	No		No
4.8	Yes	Yes	Establishes the membership of Historical Commission at 5 individuals.	No
4.9	Yes	No		No
4.10	Yes	No		No
4.11	Yes	Yes	Establishes the membership of Town Forest Committee at 5 individuals.	No
4.12	Yes	No		No
4.13	Yes	No		No

Reference	Simplify, clarify, modernize	Noteworthy Change	Additional Explanation	Special Act
4.15	Yes	No		No
Article 5: Town Manager				
5.1	Yes	Yes	Amends qualification for appointment to the position. Removes provision on termination pay. To the extent the Select Board wants to offer termination pay, such pay may be outlined in the Town Manager's contract.	Yes
5.2	Yes	No		No
5.3	Yes	Yes	Amends title of Ombudsman to Constituent Services Officer	No
5.4.1	Yes	No		No
5.4.2	Yes	Yes	Clarifies terms of employment may be set by Select Board	Yes
5.4.3	Yes	No		No
5.4.4	Yes	No		No
5.5	Yes	No		No
5.5.1	Yes	No		No
5.5.2	Yes	No		No
5.5.3	Yes	No		No
Article 6: Administrative Organization				
6.1	Yes	No		No
6.2	Yes	Yes	Amends qualifications for appointment to the position.	No
6.3	Yes	No		No
6.4	Yes	No		No
6.5	Yes	No		No
6.6	Yes	No		No
Article 7: Budget and Capital Improvements Program				
7.2	Yes	No		No
7.3	Yes	No		No
7.5	Yes	No		No
7.6.2	Yes	No		No
7.6.3	Yes	No		No
7.7	Yes	No		No
Article 8: General Provisions				
8.6	Yes	No		No

Reference	Simplify, clarify, modernize	Noteworthy Change	Additional Explanation	Special Act
8.8.2	Yes	Yes	Clarifies that copies of rules and minutes shall be available on the Town website.	No
8.8.4	Yes	No		No
8.9.3	Yes	No		No
8.10	Yes	No		No
8.11.1	Yes	No		No
8.11.2	Yes	Yes	Amends the number of registered voters that must submit a recall affidavit. Incorporates additional notice provisions relative to the recall process and expands the time for filing a recall petition. Amends numbers of signatures required to trigger a recall election.	Yes
8.11.3	Yes	No		No
8.11.4	Yes	No		No
8.11.5	Yes	No		No
8.11.6	Yes	No		No
8.12.1	Yes	Yes	Clarifies removal process for appointed officials.	No
8.12.2	Yes	Yes	Amends number of day's notice required for a removal hearing.	No
8.12.3	Yes	Yes	Clarifies removal process and hearing procedure.	No
8.13	Yes	No		No

Preamble

We, the people of The Town of Reading, in order to re-establish our individual sovereignty with respect to the conduct of our local government and to take the fullest advantages inherent in the Home Rule Amendment to the Constitution of the Commonwealth of Massachusetts, do hereby adopt the following Home Rule Charter for the Town of Reading.

ARTICLE 1 EXISTENCE, AUTHORITY AND DEFINITIONS

1.1 Incorporation

The inhabitants of the Town of Reading, within the territorial limits established by law, shall continue to be a body corporate and politic under the name "Town of Reading."

1.2 Division of Powers

Authority for the management of all the fiscal, prudential and municipal affairs of the Town shall be vested in an executive branch headed by a ~~Board of Selectmen~~ **Select Board** and administered by a Town Manager. A representative Town Meeting shall exercise all legislative powers of the Town.

1.3 Powers of the Town - Intent of the Voters

It is the intent and the purpose of the voters of the Town of Reading, through the adoption of the Charter, to secure for the Town all of the powers possible to secure under the Constitution and statutes of the Commonwealth of Massachusetts, as fully and as completely as though each such power were specifically and individually enumerated herein.

1.4 Interpretation of Powers

The powers of the Town under the Charter shall be construed and interpreted liberally in favor of the Town, and the specific mention of any particular power is not intended to limit in any way the general powers of the Town as set forth in Section 1.3.

1.5 Intergovernmental Relations

The Town, acting by and through its ~~Board of Selectmen~~ **Select Board**, may enter into agreements with any other unit of government to perform jointly or in cooperation, by contract or otherwise, any of its powers or functions.

1.6 Definitions

Revisions to certain sections in the Charter are beyond the scope of the Charter Review Committee and the local voters. The proposed new language is shown below, but this section will not be part of the motion for this Warrant Article. Instead, it will be included in the next Warrant Article and sent to the State Legislature as part of the request for a Special Act.

Unless another meaning is clearly apparent from the manner in which the term is used, the following terms used in the Charter shall have the following meanings:

Board or Committee – The term "board or committee" shall mean any board, committee, commission, authority, or council of the Town, however created, elected, appointed or otherwise constituted.

Charter – The term “Charter” shall mean the Town of Reading Home Rule Charter.

Ex officio - The term “*ex officio*” shall refer to ~~a~~ members of any board or committee who serves by virtue of his ~~his~~ **their** office or position. A person serving as an *ex officio* member on more than one board or committee shall not be required to take an additional oath of office to serve in such capacity.

Library – The term “Library” shall mean the Reading Public Library and any branch or branches thereof that may be established.

Local News Medium – The term “local news medium” shall mean a newspaper, **the official town website** or other means or channel of information communication to which the general public has access within the Town.

Majority Vote – ~~As applied to the Town Meeting, Committees thereof and precinct meetings, the term “majority vote” shall mean the affirmative vote of a majority of those present and voting provided that a quorum of the body is present. As applied to all other boards or committees, the term shall mean the affirmative vote of a majority of the number of members specified in the Charter, Town Bylaw or other enabling vote or action creating such board or committee.~~

Precinct – The term “precinct” shall mean the areas into which the Town is divided for the purpose of electing Town Meeting Members.

Town - The term “Town” shall mean the Town of Reading.

Town Agency - The term “Town Agency” shall mean any board or committee, department or office of the Town, however created, elected, appointed or otherwise constituted.

Town Meeting - The term “Town Meeting” shall mean the representative Town Meeting of the Town, established by Article 2.

Town Officer - The term “Town Officer” shall mean an elected or appointed official of the Town who, in the performance of his ~~the~~ duties of **their** office, exercises some portion of the sovereign power of the Town, whether great or small; provided, however, that the term shall not include a Town Meeting Member; and provided further that a person may be a Town Officer whether or not ~~he~~ **that person** receives any compensation for his **their** services.

Voters - The term “Voters” shall mean the registered voters of the Town.

[Amended November 15, 2004 - Article 16 and approved by vote of the Town on April 5, 2005]

[Article 1 - Amended January 5, 2015 - Articles 7 and 8 approved by vote of the Town on April 7, 2015]

ARTICLE 2 REPRESENTATIVE TOWN MEETING

2.1 Composition

The legislative body of the Town shall be a representative Town Meeting consisting of one hundred ninety-two (192) members from eight (8) precincts who shall be elected by the voters in each precinct.

Each precinct shall be equally represented in Town Meetings by members elected so that the term of office of one-third of the members shall expire each year.

2.2 Revision of Precincts

When required by law or every ten (10) years, the ~~Board of Selectmen~~ **Select Board** shall review and, if necessary, re-divide the territory of the Town into eight (8) plainly designated precincts. The precincts shall be divided into as nearly an equal number of inhabitants as possible. The territory of each precinct shall be contiguous and as compact as possible. The territory of each precinct shall be defined, where reasonably possible, by the centerline of known streets or other well-defined limits.

Within ten (10) days of completing its review, the ~~Board of Selectmen~~ **Select Board** shall file a report with the Town Clerk and the Board of Registrars of Voters, showing any revisions to the precincts that are being made pursuant to this section. If revisions are being made, the report shall include a map showing the boundaries of each precinct and a list of its inhabitants' names and addresses. The ~~Board of Selectmen~~ **Select Board** shall also post the map and list in the Town Hall and in at least one public place in each precinct.

Any such precinct revision shall be effective on the date it is filed with the Town Clerk. The Town Clerk shall forthwith notify the Secretary of State of the revision in writing.

[Amended November 15, 2004 - Article 16 and approved by vote of the Town on April 5, 2005]

2.3 Town Meeting Membership

At the first Town wide election after any precincts are revised, the voters of each precinct shall elect twenty-four (24) Town Meeting Members to represent the precinct. Terms of office shall be determined by the number of votes received. The eight (8) candidates receiving the highest number of votes shall serve for three (3) years, the eight (8) receiving the next highest number of votes shall serve for two (2) years, and the eight (8) candidates receiving the next highest number of votes shall serve for one (1) year from the day of election. Upon the certification of such election, the term of office of all previously elected Town Meeting members shall cease.

At each Annual Election thereafter, the voters in each precinct shall elect eight (8) Town Meeting Members to represent the precinct for a term of three (3) years, and shall also elect Town Meeting Members to fill any vacant unexpired terms. After each election of Town Meeting Members, the Town Clerk shall notify each Town Meeting Member of his their election in writing.

In the event of a tie vote, resulting in a failure to elect the full number of Town Meeting Members in any precinct, the vacancy created thereby shall be filled until the next Annual Town Election by a vote of the remaining Town Meeting Members of the precinct, provided, however, that the balance of any unexpired term shall be filled at the next Annual Town Election. In the event of such a vacancy, the Town Clerk shall give written notice of the tie vote and the vacancy created thereby, to the remaining Town Meeting Members of that precinct and shall publish such notice in the local news medium. Such notice shall provide at least seven (7) day's advance notification of the time and place for a precinct meeting for the purpose of filling the vacancy.

[Special Legislation adopted as Chapter 57 of the Acts of 2002 on March 14, 2002]

[Amended November 15, 2004 - Article 16 and approved by vote of the Town on April 5, 2005]

2.4 Town Meeting Sessions

All representative Town Meeting sessions shall be limited to the Town Meeting Members elected pursuant to Section 2.3, together with the duly elected Moderator. The Town Clerk shall notify the Town Meeting Members of the time and place at which representative Town Meeting sessions are to be held, the notices to be sent at least seven (7) days (see Section 8.5) before the meeting. The Town Meeting Members shall be the judges of the election and qualification of their members. A majority of the Town Meeting Members shall constitute a quorum for doing business. However, a smaller number may organize temporarily and may adjourn from time to time, but no Town Meeting shall adjourn over the date of an election of Town Meeting Members. All Town Meeting sessions shall be public.

[Amended November 15, 2004 - Article 16 and approved by vote of the Town on April 5, 2005]

2.5 Nomination Procedures

Nomination of candidates for Town Meeting Member shall be made by nomination papers bearing no political designation and signed by not fewer than ten (10) voters from the candidate's precinct. Nomination papers shall be obtained in person and signed by the candidate in the presence of the Town Clerk or designee. Completed nomination papers shall be filed with the Town Clerk at least thirty-five days (35) days before the election.

[Amended November 15, 2004 - Article 16 and approved by vote of the Town on April 5, 2005]

2.6 Vacancies

Revisions to certain sections in the Charter are beyond the scope of the Charter Review Committee and the local voters. The proposed new language is shown below, but this section will not be part of the motion for this Warrant Article. Instead, it will be included in the next Warrant Article and sent to the State Legislature as part of the request for a Special Act.

A Town Meeting Member may resign by filing a written notice with the Town Clerk. A Town Meeting Member who terminates residency in the Town shall cease to be a Town Meeting Member. A Town Meeting Member who moves ~~his~~ **their** residence from the precinct from which ~~he~~ **they were** was elected to another precinct shall serve only until the next Annual Town Election.

If any person elected as a Town Meeting Member fails to attend one-half or more of the total Town Meeting sessions within one year preceding the most recent Annual Town Election, ~~his~~ **their** seat may be declared vacant by a majority vote of the Town Meeting, **after providing the member an opportunity to be heard.**

~~The Board of Selectmen~~ **Select Board** shall place an Article on the Annual Town Meeting Warrant to remove any such Town Meeting Member from office. At least seven (7) days prior to the Annual Town Meeting, the Town Clerk shall notify any such Town Meeting Member that ~~he~~ **they** may be removed from office, provided, however, that such notice shall be deemed adequate if mailed postage prepaid to the Town Meeting Member's last known address.

Any vacancy in a Town Meeting position may be filled until the next Annual Town Election by a vote of the remaining Town Meeting Members of the precinct, provided, however, that the balance of any unexpired term shall be filled at the next Annual Town Election. In the event of a vacancy, the Town Clerk shall give written notice thereof to the remaining Town Meeting Members of the precinct and shall publish such notice in a local news

medium. Such notice shall provide at least seven (7) day's advance notification of the time and place for a precinct meeting for the purpose of temporarily filling the vacancy.

[Amended by Chapter 57 of the Acts of 2002]

2.7 Precinct Meetings

The Town Meeting Members of each precinct shall meet at least annually and shall elect a Chair and a Clerk. A majority of the Town Meeting Members of the precinct serving at the time of the precinct meeting shall constitute a quorum thereof. A majority vote cast at a precinct meeting shall be sufficient to fill vacancies, elect a Chair or Clerk, or conduct other business. The Chair or Clerk shall certify any vote taken at a precinct meeting to the Town Clerk.

[Amended November 15, 2004 - Article 16 and approved by vote of the Town on April 5, 2005]

2.8 Compensation

Town Meeting Members shall serve without compensation.

2.9 Presiding Officer

A Moderator, chosen in accordance with the provisions of Section 3.6, shall preside at all sessions of the Town Meeting. The Moderator shall regulate the proceedings of all Town Meeting sessions, decide all questions of order and make public declaration of all votes. ~~He~~ **The Moderator** may also administer the oath of office to any Town Officer and to Town Meeting Members. In the absence of the Moderator, the Town Meeting shall elect a Moderator *pro tempore*.

[Amended November 15, 2004 - Article 16 and approved by vote of the Town on April 5, 2005]

2.10 Clerk of the Town Meeting

The Town Clerk shall serve as the Clerk of the Town Meeting. In the event of ~~his~~ **their** unavoidable absence, the Town Clerk may designate a substitute; otherwise, the Moderator shall appoint a Clerk *pro tempore*. The Clerk shall give notice of all Town Meetings to Town Meeting Members and to the public and keep the journal of Town Meeting proceedings.

2.11 Participation by Non-Town Meeting Members

Subject to conditions that may be determined from time to time by Town Meeting Members, any person who is not a Town Meeting Member may be allowed to speak at any Town Meeting but shall not vote.

At the request of the Moderator or Town Meeting, any Town Officer or Department Head or ~~his~~ **their** designee shall be present at any session of Town Meeting for the purpose of responding to questions of Town Meeting Members.

[Amended November 15, 2004 - Article 16 and approved by vote of the Town on April 5, 2005]

2.12 Establishment of Standing Committees

The Town Meeting may establish boards or committees to which may be referred Warrant Articles for study, review and report in advance of the sessions of the Town Meeting. All meetings of such boards or committees shall be conducted in accordance with the provisions of the Open Meeting Law, Massachusetts General Laws Chapter 30A, Sections 20 through 22, inclusive.

In establishing such boards or committees, the Town Meeting shall provide for the appointment of members either by an appointment committee established for that purpose or by an existing board or committee.

[Amended November 19, 2001 - Article 12]

[Amended November 15, 2004 - Article 16 and approved by vote of the Town on April 5, 2005]

2.12.1 Finance Committee

There shall be a Finance Committee consisting of nine (9) voters of the Town, appointed for three-year staggered terms so arranged that three (3) terms expire on June 30 each year. No Finance Committee Member shall serve for more than three (3) consecutive terms; provided, however, that an appointment to the Finance Committee to fill an unexpired term that has less than two (2) years remaining shall not be counted toward the three (3) consecutive terms.

No Finance Committee Member shall be an elected or appointed Town Officer or an employee of the Town. A Finance Committee Member may be an elected Town Meeting Member but shall serve on no other standing committee.

Finance Committee members shall be appointed by majority vote of an Appointment Committee chaired by the Moderator and consisting of the Moderator, the ~~Chairman of the Board of Selectmen~~ **Select Board**, and the ~~Chairman~~ of the Finance Committee; provided however where the chair of the Finance Committee is in their last year and is seeking reappointment, the Appointment Committee shall be comprised of the Chair of the Select Board, the Moderator and a designee of the Finance Committee who is not in their last year or seeking reappointment. The Appointment Committee shall fill any vacancy on the Finance Committee.

The Finance Committee shall have all the powers and duties granted to Finance Committees by the laws of the Commonwealth of Massachusetts, Town Bylaw, any Town Meeting vote and other applicable laws. In addition to these powers, the Finance Committee shall have the power to investigate the books, accounts, records and management of any office, board or committee in Town, and may use agents in carrying out such investigations. The Finance Committee shall submit a written report to the Town Meeting setting forth its findings, approvals or disapprovals on all Articles in the Warrant that involve the expenditure of funds. The Finance Committee shall take reasonable action to submit its report at least seven (7) days (see Section 8.5) before Town Meeting; provided, however, that such report shall not preclude further action or reconsideration by the Finance Committee.

[Amended November 15, 2004 - Article 16 and approved by vote of the Town on April 5, 2005]

2.12.2 Bylaw Committee

There shall be a Bylaw Committee consisting of five (5) voters of the Town, appointed for three (3) year staggered terms expiring on June 30.

Bylaw Committee members shall be appointed by majority vote of an Appointment Committee chaired by the Moderator and consisting of the Moderator, the ~~Chair of the Board of Selectmen~~ **Select Board**, and the Chair of the Bylaw Committee; provided however where the chair of the Bylaw Committee is in their last year and is seeking reappointment, the Appointment Committee shall be comprised of the Chair of the Select Board, the Moderator and a designee of the Bylaw Committee who is not in their last year or seeking reappointment. The Appointment Committee shall fill any vacancy on the Bylaw Committee.

The Bylaw Committee may propose and shall consider Town Meeting Warrant articles offering changes in the Charter, General Bylaws, petitions for special acts, or local acceptance of State Statutes that are subject to Town Meeting acceptance; and may consider Zoning Bylaw changes and shall submit a written report to the Town Meeting setting forth its findings on all such Articles in the Warrant. The Bylaw Committee shall take reasonable action to submit its report to the Town Meeting at least seven (7) days (see Section 8.5) before Town Meeting; provided, however, that such report shall not preclude further action or reconsideration by the Bylaw Committee.

Within one (1) year of any adopted change to the Charter, the Bylaw Committee shall propose any revisions to the General Bylaws that it deems to be necessary as a result of such change.

The Bylaw Committee shall review the General Bylaws at least every ten (10) years and submit a written report to the Town Meeting setting forth any recommended changes.

[Amended November 15, 2004 - Article 16 and approved by vote of the Town on April 5, 2005]

2.12.3 Rules Committee

There shall be a Rules Committee, chaired by the Moderator who shall be a non-voting member, and consisting of the Precinct Chairs. The Rules Committee may, from time to time, review all aspects of the operation of Town Meeting and submit a written report to the Town Meeting setting forth its findings, recommendations and proposals for rules governing the conduct of Town Meeting.

[Amended November 15, 2004 - Article 16 and approved by vote of the Town on April 5, 2005]

2.13 Warrant Articles

Except for procedural matters, all subjects to be acted upon by the Town Meeting shall be placed on a Warrant therefor issued by the ~~Board of Selectmen~~ **Select Board**. The ~~Board of Selectmen~~ **Select Board** shall place on such Warrants all subjects submitted by:

- a Any two (2) or more members of the ~~Board of Selectmen~~ **Select Board**;
- b Any board or committee;
- c Any ten (10) or more voters for the Annual, Subsequent or Special Town Meeting as defined in Section 2.14; or
- d Any other person or entity as may be authorized by Town Bylaw or otherwise.

All subjects timely submitted to the ~~Board of Selectmen~~ **Select Board** pursuant to this section shall be placed on a Warrant for the next scheduled Annual, Subsequent or Special Town Meeting.

[Amended November 15, 2004 - Article 16 and approved by vote of the Town on April 5, 2005]

All Articles submitted pursuant to Section 2.13(a) shall include the names of all of the ~~Board of Selectmen~~ **Select Board** members sponsoring such article. Sponsorship of Articles submitted pursuant to Section 2.13(b) shall be designated as: "The ~~Board of Selectmen~~ **Select Board** as a courtesy to requested by (insert name of Board or Committee requesting the Article)."

Promptly upon receipt by the ~~Board of Selectmen~~ **Select Board** of any subject for a Town Meeting Warrant Article, a copy of the Article shall be made available for inspection in the Office of the Town Clerk.

2.14 **Meetings**

The Town Meeting shall meet at least twice in each calendar year. The Annual Town Meeting shall be held during the first six (6) calendar months of the year at a time fixed by Town Bylaw, and shall be primarily concerned with the determination of matters that have a fiscal impact on the Town, including the adoption of an annual operating budget for all Town Agencies other than the Reading Municipal Light Department. A Subsequent Town Meeting shall be held during the last three (3) calendar months of the year at a time fixed by Town Bylaw. In addition to the two (2) meetings required by this section, the ~~Board of Selectmen~~ **Select Board** may call a Special Town Meeting into session at other times by the issuance of a Warrant therefore as it deems necessary or appropriate for the purpose of acting upon the legislative business of the Town in an orderly and expeditious manner. The ~~Board of Selectmen~~ **Select Board** shall call a Special Town Meeting upon the receipt of a petition with two hundred (200) or more signatures of voters, as certified by the Board of Registrars of Voters.

2.15 **Referendum Procedures**

No final affirmative vote of a Town Meeting on any Warrant Article shall be effective until after the expiration of seven (7) days (see Section 8.5) following the dissolution of the Town Meeting except:

- a Votes appropriating money for the payment of notes or bonds of the Town and interest becoming due within the then current fiscal year;
- b Votes for the temporary borrowing of money in anticipation of revenue; or
- c A vote declared by a preamble, and adopted by a two-thirds (2/3) vote of the Town Meeting to be an emergency measure necessary for the immediate preservation of the peace, health, safety or convenience of the Town.

If a referendum petition is not filed pursuant to Section 2.15.1 within the said seven (7) days (see Section 8.5), the remaining votes of the Town Meeting shall then become effective.

[Amended November 15, 2004 - Article 16 and approved by vote of the Town on April 5, 2005]

2.15.1 **Referendum Petition**

If, within said seven (7) days (see Section 8.5), a referendum petition signed by not fewer than three percent (3%) of the voters, as certified by the Board of Registrars of Voters, containing their names and addresses, is filed with the ~~Board of Selectmen~~ **Board of Registrars of Voters** requesting that any of the remaining affirmative votes of the Town Meeting be submitted to the voters in the form of a ballot question, then the effectiveness of such Town Meeting vote shall be further suspended pending its determination as provided herein. **Within three (3) days of receipt, the Board of Registrars shall certify whether the petition is signed by not fewer than three percent (3%) of the registered voters. Upon certification, the Board of Registrars shall immediately notify the Select Board.** The ~~Board of Selectmen~~ **Select Board** shall, within ten (10) days after **receipt of the Board of Registrars' certification that the petition contains the requisite number of signatures** the ~~filing of such referendum petition,~~ call a Special Election, to be held within thirty ~~five~~ **(30)** days or such longer period as may be required by law after issuing the call, for the purpose of presenting such ballot question to the voters; provided, however, that, if a regular or Special Election is to be held not more than sixty (60) days following the date the referendum petition is filed, the ~~Board of Selectmen~~ **Select Board** may provide that such ballot question be presented to the voters at that Election. **If the**

referendum petition lacks the requisite number of signatures, the Town Meeting vote shall become effective.

2.15.2 Form of Referendum Petition /Ballot Question

Each ballot question submitted shall appear at the top of each referendum petition and shall be presented in the following form which shall be placed on the official ballot: "Shall the Town vote to approve the action of the representative Town Meeting whereby it was voted on (insert date of Town Meeting) to (insert complete language of the vote in the same form in which it was stated when presented by the Moderator to the Town Meeting, and as it appears in the records of the Clerk of the meeting)"?

The circulator(s) of the referendum petition may make multiple copies of the petition form, but such copies must be exact duplicates thereof, and the petition form may not be altered in any way. No extraneous markings, such as underlines, highlighting, erasures, marking out or insertion of words or other information, shall be allowed on any area of the petition form or any copy thereof. Any petition form or copy thereof containing such extraneous markings or alterations or that are not exact duplicates shall be invalid, and no signatures contained thereon shall be counted toward the required number. For the purpose of this prohibition, the term "extraneous markings" shall not include signatures, names or addresses.

Each petition form shall include language informing voters that additional markings will disqualify the signatures on the petition form; that, for their signature to be counted, they must be a registered voter of the Town of Reading; that their signature shall be written in the same form as they are registered; that they should not sign the petition and any copy thereof more than once; and that, if they are prevented by physical disability from writing, they may authorize some person to write their name and address in their presence. The back of each petition form, where signature lines appear, shall include the following instruction: "ATTENTION VOTERS: Before signing, read signer information on the other side."

Upon request, the Town Clerk shall provide Town referendum petition /ballot question forms with the final article language voted at Town Meeting.

In addition to the certification of signatures on the petition form, the Board of Registrars of Voters shall examine the petition forms for extraneous markings, and determine whether they are exact copies.

2.15.3 Election

Any ballot question submitted in accordance with the procedure set forth herein shall be determined by majority vote thereon, but no action of the Town Meeting shall be reversed unless at least twenty percent (20%) of the voters cast ballots on the ballot question.

[Amended November 15, 2010 - Article 16]

[Article 2 - Amended January 5, 2015 - Articles 7 and 8 approved by vote of the Town on April 7, 2015]

ARTICLE 3

ELECTED OFFICERS AND BOARDS OR COMMITTEES

3.1 General Provisions

The offices to be filled by the voters shall be the ~~Board of Selectmen~~ **Select Board**, School Committee, Board of Library Trustees, Municipal Light Board of Commissioners, Moderator and such members of regional authorities or districts as may be established by statute, intergovernmental agreement executed pursuant to Section 1.5 or otherwise.

Only a registered voter of the Town shall be eligible to hold any elective town office; provided, however, that no person holding any elective Town office shall simultaneously hold any other elective Town office except that of Town Meeting Member.

[Amended November 15, 2004 - Article 16 and approved by vote of the Town on April 5, 2005]

Elected Town Officers shall serve without compensation unless otherwise specifically voted by Town Meeting.

Elected Town Officers shall be subject to the call of the ~~Board of Selectmen~~ **Select Board** at all reasonable times for consultation, conference and discussion on any matter relating to their respective offices.

3.2 ~~Board of Selectmen~~ **Select Board**

There shall be a ~~Board of Selectmen~~ **Select Board** consisting of five (5) members elected for three (3) year terms so arranged that as nearly an equal number of terms as possible shall expire each year.

The executive powers of the Town shall be vested in the ~~Board of Selectmen~~ **Select Board**. The ~~Board of Selectmen~~ **Select Board** shall have all of the powers and duties granted to Boards of Selectmen by the Constitution and General Laws of the Commonwealth of Massachusetts, and such additional powers and duties as may be provided by the Charter, by Town Bylaw, or by Town Meeting vote.

The ~~Board of Selectmen~~ **Select Board** shall cause the laws and orders for the government of the Town to be enforced and shall cause a record of all its official acts to be kept.

The ~~Board of Selectmen~~ **Select Board** shall appoint a Town Manager, a Town Counsel, a Town Accountant, not more than five (5) Constables, and any other appointed board or committee member for whom no other method of selection is provided by the Charter or by Town Bylaw.

The ~~Board of Selectmen~~ **Select Board** or its designee shall be the Licensing Board of the Town and shall have the power to issue licenses, to make all necessary rules and regulations regarding the issuance of such licenses, to attach such conditions and restrictions thereto as it deems to be in the public interest, and to enforce the laws relating to all businesses for which it issues licenses.

[Amended November 15, 2004 - Article 16 and approved by vote of the Town on April 5, 2005]

3.3 **School Committee**

There shall be a School Committee consisting of six (6) members elected for three (3) year terms so arranged that two (2) terms shall expire each year.

The School Committee shall have all of the powers and duties granted to School Committees by the Constitution and General Laws of the Commonwealth of Massachusetts and such additional powers and duties as provided by the Charter, by Town Bylaw or by Town Meeting vote.

[Amended November 15, 2004 - Article 16 and approved by vote of the Town on April 5, 2005]

The School Committee shall make all reasonable rules and regulations, consistent with law, for the administration and management of the public schools of the Town. The School

Committee shall appoint a Superintendent of Schools and shall define their duties and terms of employment.

3.4 Board of Library Trustees

There shall be a Board of Library Trustees consisting of six (6) members elected for three (3) year terms so arranged that two (2) terms shall expire each year.

The Board of Library Trustees shall have all of the powers and duties granted to Boards of Library Trustees by the Massachusetts General Laws, and such additional powers and duties as may be authorized by the Charter, by Town Bylaw or by Town Meeting vote.

The Board of Library Trustees shall have control over the selection of Library materials, and shall have custody and management of the Library and of all property of the Town related thereto; provided, however, that the Town Manager or ~~his~~ **their** designee shall have responsibility for the maintenance of the Library building and grounds. The Board of Library Trustees shall appoint a Library Director and shall define ~~his~~ **their** duties and terms of employment, subject to the personnel policies and classification and compensation plans established by the Board of Selectmen **Select Board**.

The Board of Library Trustees shall administer all money or property that the Town may receive on behalf of the Library by gift or bequest in accordance with the provisions of such gift or bequest.

[Amended November 15, 2004 - Article 16 and approved by vote of the Town on April 5, 2005]

3.5 Municipal Light Board of Commissioners

There shall be a Municipal Light Board of Commissioners consisting of five (5) members elected for three (3) year terms so arranged that as near an equal number of terms as possible shall expire each year.

The Municipal Light Board of Commissioners shall have all the powers and duties granted to cities and towns in respect to municipal lighting plants by Massachusetts General Laws Chapter 164, Section 34 *et seq.* and other general and special acts pertaining thereto, together with such further powers and duties assigned to them by the Charter, by Town Bylaw, or by Town Meeting vote.

The Municipal Light Board of Commissioners shall hire the General Manager of the Municipal Light Department and set ~~his~~ **their** duties and terms of employment.

The Municipal Light Board of Commissioners shall appoint the Accounting Manager or Chief Accountant of the Municipal Light Department and appoint Counsel to the Municipal Light Department.

The Accounting Manager or Chief Accountant, as the case may be, and Counsel shall be subject to the supervision of the General Manager.

The Municipal Light Board of Commissioners shall approve warrants for payments of all bills and payroll of the Municipal Light Department and shall approve all contracts which are at or above the competitive sealed bid procedures level as stated in Massachusetts General Laws Chapter 30B, Section 5 and, further, all contracts shall be made in accordance with Massachusetts General Laws Chapter 30B. Contracts for purchasing of power shall not be subject to Massachusetts General Laws Chapter 30B but shall be approved by the Municipal Light Board of Commissioners.

The Municipal Light Board of Commissioners shall employ the Auditor appointed by the Town of Reading Audit Committee.

The Municipal Light Board of Commissioners shall annually set electric rates and approve an annual operating budget and Capital Improvements Program each fiscal year. Such approval will be done by a majority vote of the Municipal Light Board of Commissioners. After the Municipal Light Board of Commissioners has approved an annual operating budget and Capital Improvements Program, it will present them to the Town of Reading Finance Committee and Town of Reading Town Meeting. Upon request of any of the other towns served by the Municipal Light Department, the Municipal Light Board of Commissioners shall make a presentation to the Finance Committee and/or Town Meeting of any such town(s).

[Amended April 28, 2003 - Article 7]

[Amended November 15, 2004 - Article 16 and approved by vote of the Town on April 5, 2005]

3.6 Moderator

There shall be a Moderator elected for a one (1) year term.

The Moderator shall have all of the powers and duties granted to Moderators by the Constitution and General Laws of the Commonwealth of Massachusetts, and such additional powers and duties as provided by the Charter, by Town Bylaw or by Town Meeting vote. The Moderator shall not simultaneously serve as an elected Town Meeting Member or in any other elected Town office.

[Amended January 5, 2015 - Articles 7 and 8 approved by vote of the Town on April 7, 2015]

[Article 3 - Amended January 5, 2015 - Articles 7 and 8 approved by vote of the Town on April 7, 2015]

ARTICLE 4 APPOINTED BOARDS OR COMMITTEES

4.1 Board of Assessors

There shall be a Board of Assessors consisting of three (3) members appointed by the Board of Selectmen ~~Board of Selectmen~~ **Select Board** for three (3) year terms so arranged that one (1) term shall expire each year.

The Board of Assessors shall have all the powers and duties granted to Boards of Assessors 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 elected members of the Board of Assessors serving at the time that this section first becomes effective may continue to serve in office until their elected terms expire, unless reappointed for an additional term or terms pursuant to this section.~~

[Amended November 30, 1989 - Article 36 and approved by vote of the Town on March 19, 1990]

4.2 Board of Cemetery Trustees

There shall be a Board of Cemetery Trustees consisting of six (6) members appointed by the Board of Selectmen ~~Board of Selectmen~~ **Select Board** for three (3) year terms so arranged that two (2) terms shall expire each year.

The Board of Cemetery Trustees shall have all the powers and duties granted to Boards of Cemetery Trustees 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.

[Amended November 15, 2004 - Article 16 and approved by vote of the Town on April 5, 2005]

4.3 Board of Commissioners of Trust Funds

There shall be a Board of Commissioners of Trust Funds consisting of five (5) members. Three (3) shall be appointed by the ~~Board of Selectmen~~ **Select Board** for three (3) year terms so arranged that one (1) term shall expire each year. In addition, the ~~Board of Selectmen~~ **Select Board** shall appoint one of its members to serve as a full voting member *ex officio*, and the Town Treasurer shall serve as a full voting member *ex officio*.

The Board of Commissioners of Trust Funds shall have such powers and duties as are granted to them by the ~~Board of Selectmen~~ **Select Board**.

[Amended November 15, 2004 - Article 16 and approved by vote of the Town on April 5, 2005]

4.4 Board of Health

There shall be a Board of Health consisting of five (5) members appointed by the ~~Board of Selectmen~~ **Select Board** for three (3) year terms so arranged that ~~one (1)~~ term shall expire each year.

The Board of Health shall have all of the powers and duties granted to Boards of Health 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.

4.5 Community Planning and Development Commission

There shall be a Community Planning and Development Commission consisting of five (5) members appointed by the ~~Board of Selectmen~~ **Select Board** for three (3) year terms so arranged that as nearly an equal number of terms as possible shall expire each year.

The Community Planning and Development Commission shall have all of the powers and duties granted to Planning Boards, Boards of Survey and Industrial Development Commissions 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 Community Planning and Development Commission shall have the power to regulate the subdivision of land within the Town by the adoption of Rules and Regulations pertaining thereto.

The Community Planning and Development Commission shall make studies and prepare plans concerning the resources, developmental potential and needs of the Town; and shall report annually to the Town giving information regarding the physical condition of the Town, and any plans or proposals known to it affecting the resources, physical development and needs of the Town.

[Amended November 15, 2004 - Article 16 and approved by vote of the Town on April 5, 2005]

4.6 Conservation Commission

There shall be a Conservation Commission consisting of seven (7) members appointed by the ~~Board of Selectmen~~ **Select Board** for three (3) year terms so arranged that as near an equal number of terms as possible shall expire each year.

The Conservation Commission shall have all the powers and duties granted to Conservation Commissions 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.

4.7 **Council on Aging**

There shall be a Council on Aging consisting of ten (10) members appointed by the ~~Board of Selectmen~~ **Select Board** for three (3) year terms so arranged that as near an equal number of terms as possible shall expire each year.

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.

4.8 **Historical Commission**

There shall be a Historical Commission **consisting of five (5) members** appointed by the ~~Board of Selectmen~~ **Select Board**, ~~which shall determine the number of members and their term of appointment, not to exceed three (3) years~~ **for three (3) year terms so arranged that as near an equal number of terms as possible shall expire each year.**

The Historical Commission shall have all the powers and duties granted to Historical Commissions 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.

4.9 **Housing Authority**

There shall be a Housing Authority consisting of five (5) members. Four (4) members shall be appointed by the ~~Board of Selectmen~~ **Select Board**, and the fifth (5th) member shall be ~~a resident of the Town, appointed by the Commonwealth of Massachusetts or as otherwise provided by law~~ **and be a resident of the Town.** Housing Authority Members shall serve for five (5) year terms so arranged that one (1) term shall expire each year.

The Housing Authority shall have all of the powers and duties granted to housing authorities 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.

4.10 **Recreation Committee**

There shall be a Recreation Committee consisting of nine (9) members, ~~eight (8) appointed by the Board of Selectmen~~ **Select Board**, and one (1) appointed by the School Committee for three (3) year terms so arranged that three (3) terms shall expire each year.

The Recreation Committee shall have such powers and duties as are granted to them by the ~~Board of Selectmen~~ **Select Board**, and such additional powers and duties as may be provided by the Charter, by Town Bylaw or by Town Meeting vote.

The Recreation Committee shall be responsible for the evaluation of recreational program activities, formulation of overall plans for recreational program development, and for the scheduling of Town parks and recreational facilities when not in use by the School Department.

4.11 **Town Forest Committee**

There shall be a Town Forest Committee consisting of five (5) members, appointed by the ~~Board of Selectmen~~ **Select Board**, ~~which shall determine the number of members and their term of appointment, not to exceed three (3) years.~~ **for three (3) year terms so arranged that as near an equal number of terms as possible shall expire each year.**

The Town Forest Committee shall have all the powers and duties given to Town Forest Committees by the Massachusetts General Laws, and such additional powers and duties as may be provided by the Charter, by Town Bylaw, by the ~~Board of Selectmen~~ **Select Board** or by Town Meeting vote.

4.12 Zoning Board of Appeals

There shall be a Zoning Board of Appeals consisting of five (5) members and two (2) associate members appointed by the ~~Board of Selectmen~~ **Select Board** for three (3) year terms so arranged that as near an equal number of terms as possible shall expire each year.

The Zoning Board of Appeals shall have all the powers and duties of Zoning Boards of Appeal under 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.

[Amended November 17, 2005 - Article 22 and approved by vote of the Town on April 4, 2006]

4.13 Charter Review Committee

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~~ **Select Board**, 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.

4.14 Other Boards or Committees

Any of the elected boards or committees authorized by Article 3 may establish and appoint or dissolve boards or committees from time to time for a specific purpose. Members of such boards or committees shall reside in the Town of Reading at the time of their appointment and during their term of office.

The appointing authority of any such board or committee shall, in advance of the first meeting of said board or committee and annually thereafter, report the purpose, membership and contact information of said board or committee to the Town Clerk.

[Amended November 15, 2004 - Article 16 and approved by vote of the Town on April 5, 2005]

[Amended November 15, 2010 - Article 15 and approved by vote of the Town on April 6, 2010]

4.15 Associate Membership

All appointed boards or committees authorized by Article 4 may have associate members if specified in the Charter, Town Bylaw or Massachusetts General Laws. Associate members shall be appointed in the same manner as other members of the board or committee. All rules and regulations relating to associate membership on appointed boards or committees shall be set forth in the Bylaw or Charter provision defining the conduct of such bodies.

Associate members may not vote on any issue to be decided by the board or committee to which the individual is appointed as an associate member except as allowed by the Charter, Town Bylaw or the Massachusetts General Laws. ~~Associates members of boards~~

~~or committees serving as of the effective date of this Section 4.15 shall be allowed to serve until the end of their term or until June 30, 2015, whichever comes first.~~

[Article 4 - Amended January 5, 2015 - Articles 7 and 8 approved by vote of the Town on April 7, 2015]

ARTICLE 5 TOWN MANAGER

5.1 Appointment, Qualifications and Term

Revisions to certain sections in the Charter are beyond the scope of the Charter Review Committee and the local voters. The proposed new language is shown below, but this section will not be part of the motion for this Warrant Article. Instead, it will be included in the next Warrant Article and sent to the State Legislature as part of the request for a Special Act.

The Board of Selectmen **Select Board** shall appoint a Town Manager, who shall be appointed solely on the basis of his **their** executive and administrative qualifications. ~~He~~ **The Town Manager** shall be a professionally qualified person of proven ability, especially fitted by education, training and previous experience. ~~He~~ **The candidate** shall ~~had~~ **have** at least five ~~(5)~~ **three (3)** years of full-time paid experience as a City or Town Manager or Assistant City or Town Manager or **five (5) years of** the equivalent level public or private sector experience.

The terms of the Town Manager's employment shall be the subject of a written contract, for a term not to exceed three (3) years, setting forth his **their** tenure, compensation, vacation, sick leave, benefits, and such other matters as are customarily included in an employment contract. The Town Manager's employment contract shall be in accordance with and subject to the provisions of the Charter and shall prevail over any conflicting provision of any personnel bylaw, rule, or regulation. The Town Manager's compensation shall not exceed the amount annually appropriated for that purpose.

The Town Manager shall devote full time to his **the** office and, except as expressly authorized by the Board of Selectmen **Select Board**, shall not engage in any other business or occupation. Except as expressly provided in the Charter, ~~he~~ **the Town Manager** shall not hold any other public elective or appointive office in the Town; provided, however, that, with the approval of the Board of Selectmen **Select Board**, the Town Manager may serve as the Town's representative to regional boards, commissions or similar entities, but shall not receive any additional salary from the Town for such services.

~~Upon the termination of the Town Manager's appointment, whether voluntary or otherwise, he may receive termination pay as determined by the Board of Selectmen, not to exceed twelve (12) months' salary in total. To be eligible for this benefit upon voluntary termination, the Town Manager shall provide the Board of Selectmen a minimum of sixty (60) days written notice of his intent to leave. This benefit shall not be available if the Town Manager is terminated for cause.~~

[Amended November 10, 1997 - Article 7 and approved by vote of the Town on March 24, 1998]

[Amended November 15, 2004 - Article 16 and approved by vote of the Town on April 5, 2005]

[Amended November 21, 2011 - Article 28 and approved by vote of the Town on March 6, 2012]

5.2 Powers and Duties

The Town Manager shall be the Chief Administrative Officer of the Town and shall be responsible to the ~~Board of Selectmen~~ **Select Board** for the proper administration of all Town affairs placed in ~~his~~ **their** charge by or under the Charter. The Town Manager's powers and duties shall include:

- a To supervise and be responsible for the efficient administration of all functions under ~~his~~ **the Town Manager's** control, as may be authorized by the Charter, by Town Bylaw, by Town Meeting vote or by the ~~Board of Selectmen~~ **Select Board**, including all officers appointed by ~~him~~ **the Town Manager** and their respective departments.
- b To appoint and remove, subject to the civil service laws where applicable, the Police Chief, Fire Chief, Appraiser and all employees for whom no other method of appointment is provided in the Charter, except persons serving under the School Committee, Municipal Light Board of Commissioners or Board of Library Trustees, and appointments made by the representatives of the Commonwealth of Massachusetts. The Town Manager's appointment of the Police Chief and Fire Chief shall be subject to confirmation by the ~~Board of Selectmen~~ **Select Board**. The Town Manager's appointment of the Appraiser shall be subject to confirmation by the Board of Assessors.
- c To administer all personnel policies, practices and related matters for all municipal employees as established by any compensation plan, personnel policy guide or Town Bylaw, and all collective bargaining agreements entered into by the ~~Board of Selectmen~~ **Select Board** on behalf of the Town.
- d To fix the compensation of all Town officers and employees appointed by ~~him~~ **the Town Manager** within the limits established by applicable appropriations and any compensation plan adopted by Town Meeting.
- e To attend all regular and special meetings of the ~~Board of Selectmen~~ **Select Board**, unless excused at ~~his~~ **the Town Manager's** own request, and to have a voice, but no vote, in all discussions.
- f To attend all sessions of Town Meeting and to answer all questions directed **related** to ~~him~~ **the office** that are related to his office.
- g To see that all of the provisions of the Massachusetts General Laws, of the Charter, of the Town Bylaws, of Town Meeting votes, and of votes of the ~~Board of Selectmen~~ **Select Board** that require enforcement by ~~him~~ **the Town Manager** or Town Officers and employees subject to ~~his~~ **the Town Manager's** direction and supervision are faithfully carried out.
- h To prepare and submit a proposed Annual Operating Budget and a Capital Improvements Program in accordance with Article 7.
- i To ensure that a full and complete record of the financial and administrative activities of the Town is kept, and to render a full report to the ~~Board of Selectmen~~ **Select Board** at the end of each fiscal year and at such other times as may be required by the ~~Board of Selectmen~~ **Select Board**.
- j To keep the ~~Board of Selectmen~~ **Select Board** fully informed as to the financial condition and needs of the Town and to make such recommendations to the ~~Board of Selectmen~~ **Select Board** as ~~he~~ **the Town Manager** may deem necessary or appropriate.
- k To have full responsibility for the rental and use of all Town facilities, except those under the care, custody, management and control of the School Committee, the Board of Library Trustees, the Municipal Light Board of Commissioners, or other boards or committees specified by Town Bylaw or Town Meeting vote. ~~He~~ **The Town Manager** or ~~his~~ **their** designee shall be responsible for the maintenance and repair of all Town property under ~~his~~ **the Town Manager's** control.
- l To inquire into the conduct of any Town Officer, employee or department under ~~his~~ **the Town Manager's** control.

- m To keep a full and complete inventory of all real and personal property of substantial value belonging to the Town.
- n To serve as Chief Procurement Officer pursuant to the provisions of Massachusetts General Laws Chapter 30B and to be responsible for purchasing all supplies, materials, equipment, goods and services, except those of the School Committee and the Municipal Light Board of Commissioners; to negotiate and approve the award of all contracts for all departments and activities of the Town except those of the School Committee and Municipal Light Board of Commissioners; to examine the services performed for any Town Agency pursuant to any such contract; and to examine and inspect, or cause to be examined and inspected, the quality, quantity and conditions of materials, supplies, equipment or goods delivered to or received by any Town Agency.
- o To approve any warrants for the payment of Town funds prepared by the Accountant in accordance with the provisions of the Massachusetts General Laws; provided, however, that the approval of any such warrant by the Town Manager shall be sufficient to authorize payment by the Town Treasurer, and provided further that the ~~Board of Selectmen~~ **Select Board** shall approve such warrants in the event of a vacancy in the office of Town Manager.
- p To serve as the Executive Officer of the Town for the purposes of Massachusetts General Laws Chapter 258.
- q To perform any other duties required of him ~~the Town Manager~~ by the Charter, by Town Bylaw, by Town Meeting vote or by the ~~Board of Selectmen~~ **Select Board**.

[Amended November 15, 2004 - Article 16 and approved by vote of the Town on April 5, 2005]

5.3 ~~Ombudsman~~ **Constituent Services Officer**

The Town Manager shall appoint a Town employee other than himself or herself ~~the Town Manager~~ to act as an Ombudsman **representative** to all citizens in their day-to-day contacts and dealings with the Town, its officials and boards or committees. The function of the Ombudsman **Officer** shall be:

- a To direct the citizens to the proper Town Officer, board or committee to deal with the issue or concern of the citizen;
- b To set up appointments for citizens to meet with directors, department heads and boards or committees as appropriate;
- c To provide citizens with access to public information within the Town; and
- d To otherwise serve the public in connection with their dealings with the Town.

~~The office of the Town Ombudsman~~ **Constituent Services Office** shall be clearly and conspicuously marked within the Town Hall.

[Amended November 15, 2004 - Article 16 and approved by vote of the Town on April 5, 2005]

5.4 **Acting Town Manager**

5.4.1 **Temporary Absence**

By letter filed with the Town Clerk and the ~~Board of Selectmen~~ **Select Board**, the Town Manager shall designate a qualified individual to serve as Acting Town Manager during any anticipated temporary absence, not to exceed thirty (30) days.

5.4.2 **Long-Term Absence**

Revisions to certain sections in the Charter are beyond the scope of the Charter Review Committee and the local voters. The proposed new language is shown below, but this section will not be part of the motion for this Warrant Article. Instead, it will be included in the next Warrant Article and sent to the State Legislature as part of the request for a Special Act.

In the event of the absence, incapacity, or illness of the Town Manager in excess of thirty (30) days, the ~~Board of Selectmen~~ **Select Board** shall without delay appoint a qualified individual to serve as Acting Town Manager until the Town Manager returns, under terms of employment to be determined by the Select Board and in accordance with Section 5.4.4.

5.4.3 Vacancy

When the office of Town Manager is vacant or the Town Manager is under suspension as provided in Section 5.5, the ~~Board of Selectmen~~ **Select Board** shall appoint a qualified individual to serve as Acting Town Manager under terms of employment to be determined by the ~~Board of Selectmen~~ **Select Board**. In the event of vacancy, the ~~Board of Selectmen~~ **Select Board** shall initiate recruitment for a new Town Manager without delay and shall appoint a new Town Manager within one hundred eighty (180) days.

5.4.4 Powers

Except as authorized by a four-fifths (4/5) vote of the ~~Board of Selectmen~~ **Select Board**, the powers of an Acting Town Manager shall be limited to routine matters requiring immediate action and to making emergency temporary appointments to any Town office or employment within the scope of the Town Manager's responsibilities.

5.5 Removal Procedures

The ~~Board of Selectmen~~ **Select Board** may remove the Town Manager from office as follows:

5.5.1 Notice

By affirmative vote of a majority of its members, the ~~Board of Selectmen~~ **Select Board** may adopt a preliminary resolution of removal setting forth in reasonable detail the reason or reasons for the proposed removal. The preliminary resolution may suspend the Town Manager for a period not to exceed forty-five (45) days. A copy of the resolution shall be delivered to the Town Manager forthwith following its adoption.

5.5.2 Public Hearing

Within five (5) days (see Section 8.5) after the delivery of the preliminary resolution of removal, the Town Manager may request a public hearing on the reasons cited for removal by filing a written request therefor with the ~~Board of Selectmen~~ **Select Board**. The hearing shall be convened by the ~~Board of Selectmen~~ **Select Board** not less than twenty (20) nor more than thirty (30) days after such request is submitted. Not less than five (5) days (see Section 8.5) prior to such hearing, written notice thereof shall be given to the Town Manager at his the Town Manager's last known address on file. The time limitations set forth herein may be waived in writing by the Town Manager. Not less than forty-eight (48) hours prior to the time set for the commencement of the public hearing, the Town Manager may file a written statement with the ~~Board of Selectmen~~ **Select Board** responding to the reasons cited for the proposed removal. The Town Manager may be represented by counsel at the public

hearing, and shall be entitled to present evidence, call witnesses and, personally or through counsel, question any witnesses appearing at the hearing.

[Amended November 15, 2004 - Article 16 and approved by vote of the Town on April 5, 2005]

5.5.3 Removal

The ~~Board of Selectmen~~ **Select Board** may, by a vote of a majority of its members, adopt a final resolution of removal, which shall be effective upon its adoption; provided, however, that such resolution shall not be adopted until:

- a Ten (10) days after the date of delivery to the Town Manager of the preliminary resolution of removal; or
- b If the Town Manager has made a timely request for a public hearing, five (5) days (see Section 8.5) after completion of the public hearing or forty-five (45) days after the adoption of the preliminary resolution, whichever occurs later.

Failure to adopt a final resolution of removal within the time limitations provided in this section shall be deemed to nullify the preliminary resolution of removal. The action of the ~~Board of Selectmen~~ **Select Board** in suspending or removing the Town Manager shall be final, it being the intention of this provision to vest all authority and fix all responsibility for such suspension or removal in the ~~Board of Selectmen~~ **Select Board**. The Town Manager shall continue to receive his ~~his~~ **their** salary until a final resolution of removal has become effective.

[Amended November 15, 2004 - Article 16 and approved by vote of the Town on April 5, 2005]

[Article 5 - Amended January 5, 2015 - Articles 7 and 8 approved by vote of the Town on April 7, 2015]

ARTICLE 6

ADMINISTRATIVE ORGANIZATION

6.1 Organization of Town Agencies

The organization of the Town into operating Town Agencies shall be accomplished through the establishment of a Table of Organization that presents the organization of all Town Agencies. Such table shall be prepared by the Town Manager in consultation with the ~~Board of Selectmen~~ **Select Board** and may be revised from time to time.

[Amended November 17, 2011 - Article 20 and approved by vote of the Town on April 5, 2011]

For the convenience of the public, the Table of Organization shall be printed as an appendix to, but not as part of, the Bylaws of the Town. The Table of Organization shall also be published annually in the Town Report.

[Amended November 15, 2004 - Article 16 and approved by vote of the Town on April 5, 2005]

[Amended November 17, 2011 - Article 20 and approved by vote of the Town on April 5, 2011]

[Amended November 15, 2004 - Article 16 and approved by vote of the Town on April 5, 2005]

6.2 Town Counsel

Appointment and Qualifications – The ~~Board of Selectmen~~ **Select Board** shall appoint a ~~an individual or law firm as~~ **an individual or law firm as** Town Counsel and fix his compensation within the amount annually appropriated for that purpose. The person appointed and employed by the ~~Board of Selectmen~~ **Select Board** as Town Counsel **or the member of law firm representing the town in this capacity** shall be a member in good standing of the bar of the Supreme Judicial Court of Massachusetts and **free of disciplinary actions** of all other courts before which he ~~they have has~~ been admitted to practice. Any Special Counsel employed by the ~~Board of Selectmen~~ **Select Board** shall be a member in good standing of the bar of all courts before which he ~~they have~~ has been admitted to practice.

Powers and Duties – The Town Counsel shall provide legal advice, representation and litigation services to the Town, Town Agencies and Town Officers, as the ~~Board of Selectmen~~ **Select Board** or Town Manager may request or authorize.

Vacancy – If the Town Counsel is unable to perform ~~his~~ **their** duties because of disability or absence or if the office is vacant because of resignation, dismissal or death, the ~~Board of Selectmen~~ **Select Board** may appoint a temporary Town Counsel to hold such office and exercise the powers and perform the duties until the Town Counsel can resume ~~his~~ **their** duties, or until another Town Counsel is duly appointed.

[Amended November 15, 2004 - Article 16 and approved by vote of the Town on April 5, 2005]

6.3 **Town Accountant**

Appointment, Qualification and Term of Office – There shall be a Town Accountant, appointed by the ~~Board of Selectmen~~ **Select Board**. The Town Accountant shall be qualified in accordance with State law, and shall have appropriate prior full-time accounting experience as determined by the ~~Board of Selectmen~~ **Select Board**.

The Town Accountant shall be appointed in March of every year for a one (1) year term to run from the first day of the following July and shall serve until the qualification of ~~his~~ **a** successor.

[Amended November 15, 2004 - Article 16 and approved by vote of the Town on April 5, 2005]

Powers and Duties – The Town Accountant shall be subject to the supervision of the Town Manager. In addition to the powers and duties conferred and imposed upon Town Accountants by the Massachusetts General Laws, ~~his~~ **their** powers and duties shall include:

- a To prescribe the methods of installation and exercise supervision of all accounting records of Town Agencies and Town Officers; provided, however, that any change in the system of accounts shall be made only after consultation with the Town Manager and the Town Agencies affected.
- b To establish standard practices relating to all accounting matters and procedures and the coordination of systems throughout the Town, including clerical and office methods, records, reports and procedures as they relate to accounting matters; and to prepare and issue rules, regulations and instructions relating thereto that, when approved by the Town Manager, shall be binding upon all Town Agencies and employees.
- c To draw all warrants upon the Town Treasurer for the payment of bills, drafts and orders chargeable to the appropriations of the Town Meeting and other accounts.
- d Prior to submitting any warrant to the Town Manager, to examine and approve as not being fraudulent, unlawful or excessive, all bills, drafts and orders covered thereby. In connection with any such examinations, he may make inspection as to the quality, quantity and condition of any materials, supplies or equipment delivered to or received by any Town Agency or Town Officer. If, upon examination, it appears to the Town Accountant that any such bill, draft or order is fraudulent, unlawful, or excessive, ~~he~~ **the Town Accountant** shall immediately file **a written report** with the Town Manager, and Town Treasurer and Chairman of the Finance Committee ~~a written report of his findings.~~
- e To be responsible for a continuous audit of all accounts and records of the Town wherever located.

Vacancy – If the Town Accountant is unable to perform ~~his~~ **their** duties because of disability or absence or if the office is vacant because of resignation, dismissal or death,

~~the Board of Selectmen~~ **Select Board** may appoint a temporary Town Accountant to hold such office and exercise the powers and perform the duties until the Town Accountant can resume his ~~his~~ **their** duties, or until another Town Accountant is duly appointed, in the same manner as an original appointment, for the remainder of the unexpired term.

6.4 Town Treasurer

Appointment and Qualifications – There shall be a Town Treasurer, appointed by the Town Manager. The Town Treasurer shall be qualified in accordance with the Massachusetts General Laws.

[Amended November 15, 2004 - Article 16 and approved by vote of the Town on April 5, 2005]

~~The Board of Selectmen~~ **Select Board**, upon the recommendation of the Town Manager, may combine the powers and duties of the Town Treasurer with those of the Town Collector, and the Town Manager may then appoint a Town Treasurer-Collector.

Powers and Duties – In addition to the powers and duties conferred and imposed upon Town Treasurers by the Massachusetts General Laws, the powers and duties of the Town Treasurer shall include:

- a To supervise and be responsible for the prompt deposit, safekeeping and management of all monies collected or received by the Town.
- b To be the custodian of all funds, moneys, securities or other things of value that are or have been given, bequeathed or deposited in trust with the Town for any purpose, including the preservation, care, improvement or embellishment of any of the Town's cemeteries or burial lots therein; to invest all sums held in trust as ~~he~~ **they** determine to be appropriate after consultation with the Board of Commissioners of Trust Funds; and to distribute the income therefrom on the order of said Board.

Vacancy – If the Town Treasurer is unable to perform his ~~his~~ **their** duties because of disability or absence or if the office is vacant because of resignation, dismissal or death, the Town Manager may appoint a temporary Town Treasurer to hold such office and exercise the powers and perform the duties until the Town Treasurer can resume his ~~his~~ **their** duties, or until another Town Treasurer is duly appointed.

6.5 Town Collector

Appointment and Qualifications – There shall be a Town Collector, appointed by the Town Manager. The Town Collector shall be qualified in accordance with the Massachusetts General Laws.

~~The Board of Selectmen~~ **Select Board**, upon the recommendation of the Town Manager, may combine the powers and duties of the Town Collector with those of the Town Treasurer, and the Town Manager may then appoint a Town Treasurer-Collector.

Powers and Duties – In addition to the powers and duties conferred and imposed upon Town Collectors by the Massachusetts General Laws, the powers and duties of the Town Collector shall include:

- a To be responsible for the collection and receipt of all sums and accounts due, owing or paid to the Town including taxes and fees, and shall act as the Town Collector of Taxes.
- b To report to the Town Manager at such times as **the Town Manager may direct or deem appropriate** ~~he may direct or as he may deem appropriate~~, but at least semi-annually, as to all uncollected claims or accounts due or owing to the Town. Such reports shall include the Town Collector's recommendations as to whether suit should

be instituted on behalf of the Town for the establishment or collection of any claim or account for the benefit of the Town.

Vacancy – If the Town Collector is unable to perform ~~his~~ **their** duties because of disability or absence or if the office is vacant because of resignation, dismissal or death, the Town Manager may appoint a temporary Town Collector to hold such office and exercise the powers and perform the duties until the Town Collector can resume ~~his~~ **their** duties, or until another Town Collector is duly appointed.

6.6 Town Clerk

Appointment and Qualifications – There shall be a Town Clerk, appointed by the Town Manager. The Town Clerk shall be qualified in accordance with the Massachusetts General Laws.

Powers and Duties – The Town Clerk shall have all the powers and duties conferred and imposed upon Town Clerks by the Massachusetts General Laws or by Town Bylaw.

Vacancy – If the Town Clerk is unable to perform ~~his~~ **their** duties because of disability or absence or if the office is vacant because of resignation, dismissal or death, the Town Manager may appoint a temporary Town Clerk to hold such office and exercise the powers and perform the duties until the Town Clerk can resume ~~his~~ **their** duties, or until another Town Clerk is duly appointed.

[Article 6 - Amended January 5, 2015 - Articles 7 and 8 approved by vote of the Town on April 7, 2015]

ARTICLE 7

BUDGET AND CAPITAL IMPROVEMENTS PROGRAM

7.1 Fiscal Year

The fiscal year of the Town shall begin on July first (1st) and end on June thirtieth (30th), unless another provision is made by the Massachusetts General Laws.

7.2 Submission of Proposed Budget

At least four (4) months before the start of the fiscal year and following consultation with the ~~Board of Selectmen~~ **Select Board** on the Municipal Government portions of the budget, the Town Manager shall submit to the Finance Committee a proposed budget for the ensuing fiscal year with an accompanying budget message and supporting documents. ~~He~~ **The Town Manager** shall simultaneously provide for the publication in a local news medium of a general summary of the proposed budget, and a notice stating the times and places where complete copies of ~~his~~ **the** proposed budget shall be available for examination by the public.

[Amended November 21, 2011 - Article 29 and approved by vote of the Town on March 6, 2012]

7.3 School Committee Budget

The budget requested by the School Committee shall be submitted to the Town Manager at least five (5) months before the start of the fiscal year to enable ~~him~~ **the Town Manager** to prepare the total Town budget pursuant to Section 7.2.

7.3.1 Public Hearing

At least fourteen (14) days before the meeting at which the School Committee is to vote on its budget request, the School Committee shall cause to be published in a local news medium a general summary of such budget request. The summary shall indicate specifically any major variations from the current year's budget and the reasons for such variations and a notice stating the times and places where complete copies of the

budget shall be available for examination by the public, as well as the date, time and place, not less than seven (7) days (see Section 8.5) following such publication, when a public hearing shall be held by the School Committee on the budget request.

7.4 Budget Message

The Budget Message submitted by the Town Manager shall explain the proposed budget for all Town agencies, both in fiscal terms and in terms of work programs. The Budget Message shall include a current Table of Organization and may include a proposed Table of Organization.

7.5 The Proposed Budget

The proposed budget shall provide a complete financial plan for all Town funds and activities; shall be balanced to the funds available; and shall present the budget as requested by the School Committee for the ensuing year. Except as may otherwise be required by the Massachusetts General Laws or by the Charter, the proposed budget shall be in the form that the Town Manager deems desirable. In ~~his~~ **the** presentation of the budget, the Town Manager shall make use of modern concepts of fiscal presentation so as to furnish a high level of information and maximum financial control. The proposed budget shall show the actual and estimated income and expenditures for the previous, current and ensuing fiscal years and shall indicate in separate sections:

- a Proposed expenditures for current operations during the ensuing fiscal year, detailed by Town Agency, function and work programs, and the proposed methods of financing such expenditures.
- b Proposed capital expenditures during the ensuing fiscal year, detailed by Town Agency, and the proposed method of financing each such capital expenditure.
- c Estimated surplus revenue and free cash at the end of the current fiscal year, including estimated balances in any special accounts established for specific purposes.
- d All encumbered funds from prior fiscal years.

7.6 Action on the Budget

7.6.1 Public Hearing

The Finance Committee shall, forthwith upon receipt of the proposed budget, provide for publication in a local news medium of a notice stating the date, time and place, not less than five (5) nor more than fourteen (14) days following such publication, when a public hearing shall be held by the Finance Committee on the proposed budget.

7.6.2 Finance Committee Meetings

The Finance Committee shall consider in public meetings the detailed expenditures proposed by the Town Manager for each Town Agency and may confer with representatives of any such Town Agency in connection with such considerations. The Finance Committee may require the Town Manager or any other Town Agency to provide such additional information as it deems necessary or desirable in furtherance of its responsibilities.

7.6.3 Presentation to the Town Meeting

The Finance Committee shall file a report of its recommendations with the Town Clerk in sufficient time to be distributed to all Town Meeting Members at least fourteen (14) days before action on the budget Warrant Article is to begin. The budget to be acted upon by the Town Meeting shall be the budget as proposed by the Finance Committee; provided, however, that such budget may be amended by Town Meeting.

- 7.6.4** All Warrant Articles requiring an appropriation shall be considered and reported thereon by the Finance Committee.

7.7 Capital Improvements Program

The Town Manager shall submit a Capital Improvements Program to the ~~Board of Selectmen~~ **Select Board** and the Finance Committee at least thirty (30) days before the date fixed for submission of ~~his~~ **the** proposed budget. Such Capital Improvements Program shall contain:

- a** A general summary of its contents;
- b** A list of all capital improvements proposed to be undertaken during the ensuing five (5) years, with supporting information as to the need for each capital improvement; and
- c** Cost estimates, methods of financing and recommended time schedules for each such capital improvement.

The Capital Improvements Program may further contain the estimated annual cost of operating and maintaining each such capital improvement. This information may be annually revised with regard to the capital improvements still pending or in the process of being acquired, improved or constructed.

[Article 7 - Amended January 5, 2015 - Articles 7 and 8 approved by vote of the Town on April 7, 2015]

ARTICLE 8 GENERAL PROVISIONS

8.1 Charter Changes

This Charter may be replaced, revised or amended in accordance with the procedures made available by Article LXXXIX of the amendments to the Constitution of the Commonwealth of Massachusetts and Chapter 43B of the Massachusetts General Laws.

[Amended November 19, 2001 - Article 11]

[Amended November 15, 2004 - Article 16 and approved by vote of the Town on April 5, 2005]

8.2 Severability

If any provision of the Charter shall be found invalid for any reason in a court of competent jurisdiction, such invalidity shall be construed as narrowly as possible, and the balance of the Charter shall be deemed to be amended to the minimum extent necessary, so as to secure the purposes thereof, as set forth in the Preamble.

8.3 Specific Provisions Prevail

To the extent that any specific provision of the Charter may conflict with any provision expressed in general terms, the specific provision shall be deemed to prevail.

8.4 References to Massachusetts General Laws

All references to the Massachusetts General Laws contained in the Charter refer to the General Laws of the Commonwealth of Massachusetts and are intended to include any amendments or revisions to such chapters and sections or to the corresponding chapters and sections of any rearrangement of the Massachusetts General Laws enacted subsequent to the adoption of the Charter.

[Amended November 15, 2004 - Article 16 and approved by vote of the Town on April 5, 2005]

8.5 Computation of Time

In computing time under the Charter, if seven (7) days or less is specified, only days that Town Hall is open to the general public shall be counted; if more than seven (7) days is specified, every calendar day shall be counted.

8.6 Number and Gender

Words importing the singular number may extend and be applied to several persons or things, **and** words importing the plural number may include the singular ~~and words importing the masculine gender shall include the feminine gender.~~

8.7 Rules and Regulations

A copy of all Rules and Regulations adopted by any Town Agency shall be filed in the Office of the Town Clerk and made available for review by any person upon request provided, however, that such Rules and Regulations shall become effective ten (10) days following their adoption, whether or not they are so filed.

[Amended November 15, 2004 - Article 16 and approved by vote of the Town on April 5, 2005]

8.8 Procedures of Boards or Committees

8.8.1 Meetings

All boards or committees shall meet in compliance with Open Meeting Laws at such times and places as they may, by their own rules, prescribe. Additional meetings of any board or committee shall be held on the call of the respective chair or by a majority of the members thereof.

8.8.2 Rules and Minutes

Each board or committee shall determine its own rules and order of business unless otherwise provided by the Charter or by Town Bylaw and shall provide for the keeping of minutes of its proceedings. Copies of these rules and minutes shall be publicly available in the Office of the Town Clerk **and on the Town website** and in the Library.

8.8.3 Voting

Except on procedural matters, all votes of all boards or committees shall be taken by a show of hands, or roll call vote, the results of which shall be recorded in the minutes. A majority vote shall be necessary to adopt any motion, order, appointment or approval to take any action not entirely procedural in nature.

8.8.4 Quorum

A majority of the number of members of a board or committee specified in the Charter or other action creating such board or committee shall constitute a quorum thereof, but a smaller number may adjourn a board or committee meeting ~~from time to time~~ **to another time.**

[Amended November 15, 2004 - Article 16 and approved by vote of the Town on April 5, 2005]

8.9 Elections

8.9.1 Annual Town Elections

The choice of elected Town Officers and Town Meeting Members, as well as referendum questions, shall be acted upon and determined on the date fixed by Town Bylaw by voters on official ballots without party or other designation.

8.9.2 Procedures

All elections held pursuant to the Charter shall be conducted in accordance with the election laws of the Commonwealth of Massachusetts.

8.9.3 Any town-wide election shall be held at the same time for each precinct at a place or places designated by the ~~Board of Selectmen~~ **Select Board**.

[Amended November 15, 2004 - Article 16 and approved by vote of the Town on April 5, 2005]

8.10 **Vacancies on Boards or Committees**

Whenever a new board or committee is established, or a vacancy occurs on any existing board or committee, the appointing authority shall forthwith cause notice of the vacancy to be publicly available for not less than fifteen (15) days. Any person who desires to be considered for appointment to the position may, prior to the time the position is actually filled, file with the Town Clerk a statement setting forth ~~his~~ **their** interest in and qualifications for the position.

[Amended November 13, 1986 - Article 17 and approved by vote of the Town on March 23, 1987]

[Amended November 15, 2004 - Article 16 and approved by vote of the Town on April 5, 2005]

8.11 **Recall Procedures**

8.11.1 **Application**

Any holder of an elective office, other than a Town Meeting Member, with more than six (6) months remaining in the term for which he ~~he~~ **they were** was elected, may be recalled therefrom by the voters in the manner provided in this section. No recall petition shall be filed against a Town Officer within three (3) months after he ~~he~~ **they** takes office.

8.11.2 **Recall Petition**

Revisions to certain sections in the Charter are beyond the scope of the Charter Review Committee and the local voters. The proposed new language is shown below, but this section will not be part of the motion for this Warrant Article. Instead, it will be included in the next Warrant Article and sent to the State Legislature as part of the request for a Special Act.

~~Two hundred and fifty (250) or more~~ **Two percent (2%) of registered** voters, including at least twenty-five (25) voters from each of the precincts into which the Town is divided, ~~may~~ **shall** file with the Town Clerk an affidavit containing the name of the Town Officer whose recall is sought and a sworn statement of the grounds upon which the affidavit is based. **The affidavit shall contain a factual statement which alleges and includes relevant evidence of an explicit legal or ethical breach of the officeholder's sworn responsibilities.** The Town Clerk shall, within twenty-four (24) hours of receipt, submit the affidavit to the Board of Registrars of Voters who shall forthwith certify thereon the number of signatures that are names of voters. A copy of the affidavit shall be entered in a record book to be kept in the office of the Town Clerk.

If the affidavit contains sufficient signatures, the Town Clerk shall deliver to the first ten voters listed upon the affidavit, blank petition forms, in such number as requested, demanding such recall, with ~~his~~ **the Town Clerk's** signature and official seal attached thereto. **The Town Clerk shall cause to be delivered a copy of the affidavit by certified mail to the elected official's address of record whose recall is being**

sought within five business days of the blank petition forms being delivered.

They shall be dated and addressed to the ~~Board of Selectmen~~ **Select Board**; shall contain the names of all persons to whom they are issued, the name of the person whose recall is sought and the grounds for recall as stated in the affidavit; and shall demand the election of a successor to the office held by such person. The recall petitions shall be returned and filed with the Town Clerk within ~~twenty-one (21)~~ **thirty (30)** days following the date of the filing of the affidavit, signed by at least ~~ten~~ **twenty** percent (~~210~~%) of the voters and containing their names and addresses; provided, however, that not more than twenty five percent (250%) of the total number signatures may be from voters registered in any one precinct.

8.11.3 Recall Election

If the petition is certified by the Board of Registrars of Voters to be sufficient, it shall forthwith submit the petition with its certificate to the ~~Board of Selectmen~~ **Select Board**. Upon its receipt of the certificate, the ~~Board of Selectmen~~ **Select Board** shall forthwith give written notice of the petition and certificate to the Town Officer whose recall is sought, by mail, postage prepaid, to his **their** address as shown on the most recent voting list; and shall cause notice of the petition and certificate to be publicly available. If such Town Officer does not resign his **said** office within five (5) days after the date of such notice, the ~~Board of Selectmen~~ **Select Board** shall order an election to be held not less than 64 days or not more than 90 days from the date the ~~Board of Selectmen~~ **Select Board** orders the election; provided, however, that if any other town election is to occur not less than 70 days or not more than 90 days after the date of the certificate, the ~~Board of Selectmen~~ **Select Board** shall hold the recall election on the date of such other election.

If a vacancy occurs in said office after a recall election has been ordered, the election shall nevertheless proceed as provided in this section, and the ballots for candidates shall, notwithstanding a recall provision to the contrary, be counted to determine a successor in office.

8.11.4 Nomination of Candidates

No Town Officer whose recall is sought may be a candidate to succeed himself **themselves** in the recall election. The nomination of candidates, the publication of the Warrant for the recall election, and the conduct of the election shall all be in accordance with the provisions of law relating to elections.

8.11.5 Propositions on Ballot

Ballots used in a recall election shall state the following propositions in the order indicated:

For the recall of (name of Town Officer)
Against the recall of (name of Town Officer)

Adjacent to each proposition, there shall be a place to vote for either of the said propositions. After the proposition shall appear the word "candidates" and the names of candidates nominated pursuant to Massachusetts General Laws Chapter 54, Section 42.

If a majority of the votes cast upon the question of recall is in the affirmative, the candidate receiving the highest number of votes shall be declared elected and the incumbent shall be deemed removed upon the qualification of his **their** successor, who shall hold office during the unexpired term; provided, however, that, if the successor

fails to qualify within five (5) days after receiving notification of ~~his~~ **their** election, the incumbent shall thereupon be deemed removed and the office shall be deemed vacant.

If a majority of votes cast upon the question of recall is in the negative, no candidate shall be declared elected, and the Town Officer whose recall was sought shall continue in office for the remainder of ~~his~~ **their** unexpired term, subject to recall as before.

8.11.6 Repeat of Recall Petition

No recall petition shall be filed against a Town Officer subjected to a recall election and not recalled thereby, until at least six (6) months after the election at which ~~his~~ **their** recall was submitted to the voters.

[Amended November 15, 2004 - Article 16 and approved by vote of the Town on April 5, 2005]

8.12 Removal of an Appointed Board or Committee Member

8.12.1 Removal Process

The appointing authority of any board or committee may remove **(1) an appointed member of ~~such a~~ board or committee with more than six (6) months remaining in the term for which he was ~~they were~~ appointed; or (2) an appointed member of such board or committee who is serving with no specified term length. For purposes of Article 8.12, the term appointing authority shall include the board or commission, Town Officer, or employee, including those employees serving without compensation and subject to Massachusetts General Laws Chapter 268A, who exercises such appointment or removal power pursuant to law or otherwise obtained through delegation.**

The process for such removal may be initiated in any of three methods:

- a** The appointing authority may, by majority vote, cause a notice of removal to be filed with the Town Clerk. **The notice shall be in writing and shall specify the grounds for such removal request;**
- b** A board or committee may, by majority vote, submit a written request that the appointing authority remove one of its members, specifying the grounds for such removal request in writing and causing a notice of removal to be filed with the Town Clerk;
- c** One hundred (100) or more voters may file with the Town Clerk a petition requesting the removal of a member of a board or committee, specifying the grounds for such removal. Upon certification by the Board of Registrars of Voters of a sufficient number of valid signatures, the Town Clerk shall immediately notify the appointing authority thereof.

A copy of the notice, request, petition, or certification shall be delivered by the Town Clerk to the board or committee member forthwith. Delivery shall be by mail, postage prepaid, to their last known address.

8.12.2 Public Hearing

A public hearing shall be convened by the appointing authority not less than twenty (20) nor more than thirty (30) days after a notice, request or valid petition **for** removal is filed with the Town Clerk. Not less than ~~five (5) days (see Section 8.5)~~ **ten (10) days** prior to such hearing, written notice thereof shall be given by the Town Clerk to the board or committee member whose removal is sought, by mail, postage prepaid, to ~~his~~ **their** last known address. Not less than forty-eight (48) hours prior to the time

set for the commencement of the public hearing, the board or committee member shall be entitled to file a written statement with the appointing authority responding to the reasons cited for the proposed removal. The board or committee member may be represented by counsel at the public hearing, and shall be entitled to present evidence, call witnesses and, personally or through counsel, question any witnesses appearing at the hearing.

8.12.3 Removal

The appointing authority may, by majority vote, adopt a final resolution of removal, which shall be effective upon adoption. Failure to adopt a final resolution of removal within thirty (30) days of the close of the public hearing shall be deemed to be a disapproval of such resolution. The action of the appointing authority in removing the board or committee member shall be final, it being the intention of this provision to vest all authority and fix all responsibility for such removal in the appointing authority. The board or committee member shall continue to serve on the board or committee until a final resolution of removal has become effective.

8.13 Resignation of Town Officers

Any person holding an elective or appointive office may resign ~~his~~ their office by filing a notice of resignation with the Town Clerk, and such resignation shall be effective immediately upon such filing, unless a time certain is specified therein when it shall take effect.

8.14 Town Seal

The Town Seal in existence at the time of adoption of the Charter shall continue to be the Town Seal and shall be kept in the custody of the Town Clerk. Papers or documents issued by any Town Officer or Town Agency may be attested by use of the Town Seal.

[Article 8 - Amended January 5, 2015 - Articles 7 and 8 approved by vote of the Town on April 7, 2015]

September 12, 2025

Reading Select Board
16 Lowell Street
Massachusetts, 01867

Re: Rule of Necessity

Dear Members of the Select Board,

As you are aware, Section 19 of the Conflict of Interest Law, G.L. c. 268A, precludes a municipal employee from participating in a matter in which they have a financial interest. Participation includes voting on, as well as discussing, a matter. It is my opinion that Christopher Haley, Carlo Bacci, and Karen Rose-Gillis all have a financial interest in the Snow Removal Bylaw (the “Bylaw”) that the Bylaw Committee proposed for inclusion on the Subsequent Town Meeting warrant. Due to these conflicts, the Select Board may invoke the Rule of Necessity to allow the conflicted members to vote to close and issue the Subsequent Town Meeting warrant. The conflicted Select Board members should refrain from any discretionary discussion or votes related to the Bylaw article, however.

A. Use of the Rule of Necessity

The Rule of Necessity is a judicially created doctrine that recognizes that in some circumstances, public officials who otherwise have an ethical duty to recuse themselves from participating in a particular matter nevertheless may do so if necessary for the public entity to act.¹ The rule may only be invoked when (1) the Board is legally required to act; (2) the Board is the only authority that can act on the matter; and (3) the Board cannot achieve a quorum due to multiple conflicts of interest. As the State Ethics Commission (the “Commission”) has emphasized, the Rule of Necessity is to be invoked only “as a last resort.”² The Commission’s Advisory 05-05 details the rule’s limitation:

Under very limited circumstances, an elected board may be able to use the rule of necessity to permit the participation of the otherwise disqualified member(s) in order to allow the board to act. The rule of necessity may be used **only when it is legally necessary** for an elected board to act – for example, when a statute requires an action to be taken, or sets a deadline for action to be taken. The rule of necessity may **not** be used when a board merely has discretion to act or wants to act. The rule of necessity may be used **only** as a last resort.

(Emphasis in original). A copy of this advisory is attached.

The Rule of Necessity has been applied by the Courts and the Commission very narrowly; critically analyzing when action by the public body is “legally necessary.” For

¹ *Boston Retirement Bd. v. Contributory Retirement Appeal Bd.*, 441 Mass. 78, 85 (2004).

² State Ethics Commission Advisory 05-05 (May 16, 2019).

example, the Commission opined that the Methuen City Council improperly invoked the Rule of Necessity when three members with a Section 19(a) financial interest in a collective bargaining agreement voted to approve a new CBA.³ The Commission noted that even though the prior CBA's stated term had expired at the time the City Council voted, the CBA contained an "evergreen clause" providing that the agreement would remain in effect until the approval of a successor contract. In the eyes of the Commission, no law, rule, or regulation required the City Council to replace the existing CBA at the time the City Council voted to adopt the new agreement. The City Council could wait until after the election when new members who were not conflicted would be seated to vote the contract. Without a legal necessity to replace the CBA, the invocation of the Rule of Necessity was deemed improper. *See also, Olszewski v. Berube*, 3 Mass. L. Rptr. 297 (Superior Ct., 1995) (Two members of a three-member Board of Selectmen improperly invoked the Rule of Necessity to appoint new Conservation Commission members because the Conservation Commission members could have held over and reappointment was not legally required at that time).

Here, Reading's Town Charter and its General Bylaws require the Town to hold a Subsequent Town Meeting on the second Monday in November.⁴ The Select Board is the only public body empowered to issue a Town Meeting warrant, a prerequisite for holding any Town Meeting.⁵ While the Select Board is solely authorized to create the Town Meeting warrant, pursuant to Article 2.13 of the Reading Town Charter, the Select Board must add any article to the warrant requested by another board or commission of the Town as presented. It is my understanding that the Bylaw Committee asked for inclusion of the proposed Snow Removal Bylaw article on the warrant. The Select Board has no discretion and legally must add the article to the warrant. Accordingly, the Rule of Necessity may be invoked to issue the warrant and call the Subsequent Town Meeting because the Select Board: (1) is legally required to act; (2) is the only Town authority that can act; and (3) cannot achieve a quorum due to multiple conflicts of interest.

In contrast, the Board cannot vote to make a recommendation on the Bylaw article because the Board is not legally obligated to provide such a recommendation.⁶ A recommendation on the Bylaw article would be a discretionary function of the Select Board and use of the Rule of Necessity in this manner would be improper.

The more complex question to answer is whether the Select Board can discuss the substance of the Bylaw article. In my opinion, the requirement to issue a Town Meeting warrant gives the Board an implied legal obligation to discuss all articles to be included on the warrant, inclusive of those submitted to the Select Board by another public body. However, based on the narrow interpretation of the Rule of Necessity adopted by the Courts and the Commission, I would advise the Select Board to refrain from any discussion of the article unless the Board obtains the Commission's prior approval to discuss the article. It is possible the Commission would find any discussion of the article to be discretionary, given that the Select Board may add

³ State Ethics Commission Ruling, Atkinson (Apr. 30, 2020).

⁴ Reading Charter 2.14; Reading General Bylaws 2.1.4.

⁵ G.L. c. 39, s. 10.

⁶ *Compare*, Reading General Bylaws 2.2.1, Rules 3 and 4 (requiring the Finance Committee and the Bylaw Committee to make recommendations on various articles).

the article to the warrant without any discussion of the article's text beyond whether it was properly submitted by the Bylaw Committee.

To the extent that the Bylaw Committee would like to present the matter during the Select Board meeting, I would advise that the three conflicted members sit in the audience while the presentation is made and then return to the dais for the vote on the warrant. The Board's non-conflicted members should make clear to the public that while the Board will temporarily lose quorum, the meeting, with a full quorum, will resume after the Bylaw Committee's presentation. At no point during this "recess" should the public's access to the meeting room or the Zoom room terminate.

Finally, as a reminder, the State Ethics Law does not preclude Select Board members from discussing the Bylaw article during Town Meeting as a member of Town Meeting or as a member of the public with the approval of Town Meeting.

B. Procedure for Invoking the Rule

Generally, the Rule of Necessity is invoked by the chair of the public body after receiving advice, preferably written, from Town Counsel or the Commission. However, where here the chair of the body is disqualified, any disinterested member may invoke the rule. The invoking member must take the following actions prior to discussing the warrant:

1. State that the Board lacks a sufficient number of members necessary to take a valid vote as a result of disqualification of members due to conflicts of interest;
2. Permit each Board member who has a conflict to disclose the relevant facts that create the conflict;
3. Identify the legal requirement necessitating Board action at the meeting (here, this would be Reading Charter 2.13 and 2.14; Reading General Bylaws 2.1.4; G.L. c. 39, s. 10.); and
4. Assert that the non-conflicted member is invoking the Rule of Necessity to allow the Board to act.

All conflicted Board members must disclose their conflict during the meeting. This step is not discretionary. When the Rule of Necessity is invoked, the minutes must also reflect the above outlined statements.

I am happy to discuss this matter with any of the Board members individually. Please do not hesitate to reach out.

Sincerely,







Ivria Glass Fried

cc: Town Clerk
Town Manager

**Mass.gov**OFFERED BY **State Ethics Commission****ADVISORY**

Advisory 05-05: The Rule of Necessity

DATE: 05/16/2019**REFERENCED SOURCES:** 2005 Ethics Commission
Rulings (/doc/2005-state-ethics-commission-rulings)**TABLE OF CONTENTS**

-  **Introduction**
-  **I. Requirements for Use of the Rule of Necessity by Elected Board Members**
-  **II. Procedure for Invoking the Rule of Necessity by an Elected Board**
-  **III. Use of the Rule of Necessity by Individual Elected Officials**

Introduction

An elected member of a city or town board is ordinarily disqualified by the conflict of interest law from participating in a matter before the board that involves his own financial interest or that of an immediate family member, a business partner, a business organization with which he has certain affiliations, or a person or

organization with whom he is negotiating or has any arrangement concerning future employment.^{1/} See G.L. c. 268A, § 19. In some cases, especially when more than one member is disqualified due to a conflict of interest, an elected board cannot act because it does not have the minimum required number of members to take a vote, i.e. a quorum.

Under very limited circumstances, an elected board may be able to use the rule of necessity to permit the participation of the otherwise disqualified member(s) in order to allow the board to act. The rule of necessity may be used **only when it is legally necessary** for an elected board to act – for example, when a statute requires an action to be taken, or sets a deadline for action to be taken. The rule of necessity may **not** be used when a board merely has discretion to act or wants to act. The rule of necessity may be used **only** as a last resort. Invoking the rule of necessity does not require all previously disqualified members to participate; it merely permits their participation.

In appropriate, similarly limited circumstances, individual elected officials, such as the mayor of a municipality, may be able to use the rule of necessity in order to carry out legally-required actions that otherwise would be prohibited by the conflict of interest law.

The rule of necessity should be used only upon advice from town or city counsel or the State Ethics Commission because improper use of the rule may result in a violation of the conflict of interest law. The advice should be obtained in writing, if feasible.

I. Requirements for Use of the Rule of Necessity by Elected Board Members

1. The rule of necessity may be used only when an elected board is legally required to act on a matter and it lacks enough members to take valid official action solely due to board members being disqualified by conflicts of interest from participating in the matter.

- **Example:** All five elected select board members are present at a meeting. State law requires municipalities to decide immediately whether to adopt a new municipal health plan that will cover town employees and this decision can be made only by the select board. Three select board members will be insured by the health plan. A quorum of three members is necessary for a decision. The two members without conflicts do not constitute a quorum. The board cannot act. The rule of necessity may be invoked to permit all members to participate in that matter.
 - **Example:** The five-member elected planning board has a meeting and all members are present. A quorum is three members. A statute sets a deadline by which the planning board must act on a special permit, and a vote by four of the five board members is necessary for an affirmative decision. This action may be taken only by the planning board. Two board members have conflicts. Although a quorum is available, the required four votes needed for this particular matter cannot be obtained without the participation of one or both of the members with conflicts. The rule of necessity may be invoked, and all five board members may participate.
 - **Example:** A subcommittee of the city council is considering whether to recommend adoption of an ordinance that would increase the fee for inspections of day care centers by \$30. The subcommittee includes five city councilors. One city councilor owns a day care center. Two city councilors have parents who own day care centers. The subcommittee does not have a quorum that is disinterested. There is no legal requirement to adjust the fee for these types of inspections. The rule of necessity cannot be invoked to reach a quorum.
2. If an elected board cannot act because one or more members have a conflict that can be addressed under the conflict of interest law by making a written disclosure or using an exemption, the rule of necessity may not be invoked.

- **Example:** One member of a three-member elected board has a daughter who is an applicant for a police officer position. That board member cannot participate in the board's hiring decision because his daughter is an immediate family member and she has a financial interest in the matter. A second member has a niece who is an applicant for the same position. Because a niece is not an "immediate family" member, the second member may choose either to: (1) make a disclosure about his niece pursuant to section 23(b)(3) to dispel the appearance of a conflict of interest and then may participate in the matter, or (2) abstain from the matter. The third member has no conflict. The third member may act, and the second member may act if she files a disclosure. If the second member chooses to abstain instead of filing a disclosure, the board may not invoke the rule of necessity.
 - **Example:** A three-member elected water commission is legally required to vote annually to establish the water rates for all residential property owners in the town. A quorum to act requires two commissioners. An exemption under section 19(b)(3) allows a municipal employee to participate in a determination of general policy if his financial interest and the financial interest of his immediate family in the matter is shared with more than 10% of the population of the town.^{2/} More than 10% of the town's population, including all three commissioners, own residential property. All three members who own residential property may use the section 19(b)(3) exemption to participate in setting the water rates. There is no need to invoke the rule of necessity.
3. Before invoking the rule of necessity, every effort must be made to find another board or other authority in the municipality with the legal power to act in place of the elected board that could not obtain a quorum due to conflicts of interest. Municipal counsel should be consulted to identify another municipal board or authority to act.
4. The rule of necessity may not be invoked for mere convenience. The lack of a quorum because of illness or absence of a member does not permit the rule of necessity to be invoked. However, when a board is legally required to take action

by a certain time that is about to expire and is unable to do so because of the lack of a quorum due to illness or absence of a member, the rule of necessity may be invoked.

- **Example:** A statute requires the select board to approve payroll warrants on a weekly basis. One member of the three-member board is disqualified because an immediate family member works for the town. Another member is absent. The rule of necessity may be invoked so the select board can meet the weekly deadline.

5. Once a quorum of board members has been obtained, the rule of necessity may not be used to break a tie vote.

- **Example:** A five-member elected board has a meeting involving a matter in which the board is legally required to act, and all members are present. One member has a conflict and is unable to participate. The vote is a 2-2 tie. The rule of necessity may not be used to break the tie. In general, a tie vote defeats the issue being voted on and will maintain the status quo.

II. Procedure for Invoking the Rule of Necessity by an Elected Board

The rule of necessity may be invoked by the chairperson of the elected board, if the chairperson is not disqualified due to a conflict of interest (and is therefore disinterested), after receiving advice, preferably written, from town or city counsel or the State Ethics Commission. If the chairperson is disqualified, then the rule of necessity may be invoked by a disinterested board member. (If all board members are conflicted, then the chairperson should invoke the rule of necessity.) When the rule of necessity is invoked, each board member who has a conflict must disclose the facts that create the conflict, and then may participate in the matter.

If it is proper for the rule of necessity to be used, the minutes of the meeting should:

- state that the board lacked a sufficient number of members necessary to take a valid vote as a result of disqualification of members due to conflicts of interest;
 - include the facts disclosed by each disqualified member which created his or her conflict;
 - identify the legal requirement necessitating board action at that meeting; and
 - record that, as a last resort, the rule of necessity was invoked so that those who were disqualified could participate.
- **Example:** Two members of a three-member elected board have conflicts of interest that prohibit them from participating in a matter involving property owned by a private school for which they serve as trustees. No other board or agency can act on the matter. After consulting with town counsel, the chairperson (if disinterested) or one of the disinterested board members should invoke the rule of necessity, state the legal requirement necessitating that the board act, and direct that such information be included in the minutes. Both board members who had been prohibited from participating should disclose the fact that they serve as trustees and then may participate in the matter.

III. Use of the Rule of Necessity by Individual Elected Officials

While the rule of necessity is most commonly invoked by elected multi-member boards, it is also applicable to individual elected officials, such as the mayor of a municipality. For an individual elected official to be able to use the rule of necessity, the same requirements explained above apply: the official must be legally required to act on a matter and is disqualified by a conflict of interest from acting, and there is no one else legally qualified to act on that matter. In that situation, the individual elected official may invoke the rule of necessity to the minimum extent necessary to allow him to take the required action otherwise prohibited by the conflict of interest law.

If the legal duty to act permits the official to delegate that duty, then the official may invoke the rule of necessity for the limited purpose of designating another person to carry out the required action. If a delegation is made, the elected official then may not otherwise participate in the matter. However, if the legal duty to act is non-delegable, then the individual elected official may invoke the rule of necessity to take all actions required legally of him. Any such invocation of the rule should be documented by the elected official in a writing filed publicly with the municipal clerk, or, if the elected official holds a state or county office, with the State Ethics Commission.

- **Example:** The General Laws confer upon a mayor the sole power to act as her city's bargaining representative for purposes of negotiating a collective bargaining agreement with the city's firefighters, but permit the mayor to select a "designated representative" to negotiate such an agreement in her place. The mayor's spouse is a firefighter who has a financial interest in his union's collective bargaining agreement with the city. Section 19 of the conflict of interest law would prohibit the mayor from participating in the firefighters' collective bargaining agreement. The mayor may invoke the rule of necessity to designate an alternate to serve as the city's collective bargaining representative with the firefighter's union. Once she does so, the mayor may not otherwise participate in the matter.
- **Example:** The General Laws require a mayor to take a variety of actions with respect to making changes to the health insurance coverage that the city offers to its employees, and do not contain any provision authorizing anyone to act in the place of the mayor or permitting the mayor to delegate those duties. The mayor himself is a subscriber to his city's health insurance, and he would be disqualified by section 19 of the conflict of interest law from participating in matters relating to the city's coverage, because he has a financial interest in those matters. The mayor may invoke the rule of necessity and take all actions required legally of him in his official capacity under the General Laws with respect to changes to the city's health insurance coverage.

For more information about the state conflict of interest and financial disclosure laws (G.L. c. 268A & c. 268B), including the subjects discussed in this Advisory, please contact:

State Ethics Commission
One Ashburton Place, Room 619
Boston, MA 02108
(617) 371-9500

ISSUED: March 1987
REVISED: January 1991
REVISED: February 1993
REVISED: December 2005 [as an Advisory]
REVISED: October 17, 2013
REVISED: May 16, 2019

1/ While this Advisory focuses on the use of the rule of necessity by elected municipal boards and officials, the rule also may be used by elected state and county boards and by individual elected state and county officials who are disqualified by G.L. c. 268A, § 6 or § 13 from participating in particular matters because of financial interests.

2/ Section 19(b)(3) applies to municipal employees. *See EC-COI-92-34*. A similar exemption is available to state employees pursuant to 930 CMR 6.25.

REFERENCED SOURCES: [2005 Ethics Commission Rulings \(/doc/2005-state-ethics-commission-rulings\)](#)

COMMONWEALTH OF MASSACHUSETTS

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

By virtue of this Warrant, I _____, on _____, 2025 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 10, 2025, 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 10, 2025 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.

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

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

ARTICLE 3 To see if the Town will vote to amend the FY 2026-36 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

ARTICLE 4 To see if the Town will vote to amend the Town's Operating Budget for the Fiscal Year commencing July 1, 2025, as adopted under Article 11 of the Annual Town Meeting of April 28, 2025; 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 rescind, reallocate, and transfer \$198,681.73 or any other sum of money, from previously approved appropriations, for the purpose of paying any and all costs associated with certain projects, as itemized and described below:

Original Project	Original Town Meeting Approval	Amount to be Reallocated	New Purposes
Police Station Renovation	10/18/21	\$1,302.63	Killam School Building Project
Energy Improvements II	10/18/21	\$17,977.73	Senior Center Project
Parker Roof	4/26/21	\$42,447.62	Senior Center Project
Building Security Project	4/22/19	\$13,996.56	Senior Center Project
Turf II Improvements	4/22/19	\$882.00	Killam School Building Project
RMHS Turf/Track	4/26/21	\$13.29	Killam School Building Project
BM Field Lighting Design	4/27/15	\$28,349.21	Senior Center Project
Library Renovations	1/28/13	\$93,712.69	Killam School Building Project
Total:		\$198,681.73	

or take any other action with respect thereto.

Select Board

ARTICLE 6 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

ARTICLE 7 To see if the Town will vote to adopt G.L. c. 60 § 3F, which authorizes the Town to designate a place on municipal property tax bills or motor vehicle excise bills or mail with such bills a separate form whereby taxpayers may voluntarily check off, donate and pledge an amount of money which shall increase the amount already due to establish to fund a municipal veterans assistance fund, or to take any other action with respect thereto.

Select Board

ARTICLE 8 To see if the Town will vote to amend the Reading Home Rule Charter as follows, with text to be inserted shown as bold, italicized, and underline, and text to be deleted shown with a strikethrough, subject to approval by the voters at an election:

Preamble

We, the people of The Town of Reading, in order to re-establish our individual sovereignty with respect to the conduct of our local government and to take the fullest advantages inherent in the Home Rule Amendment to the Constitution of the Commonwealth of Massachusetts, do hereby adopt the following Home Rule Charter for the Town of Reading.

ARTICLE 1 EXISTENCE, AUTHORITY AND DEFINITIONS

1.1 Incorporation

The inhabitants of the Town of Reading, within the territorial limits established by law, shall continue to be a body corporate and politic under the name "Town of Reading."

1.2 Division of Powers

Authority for the management of all the fiscal, prudential and municipal affairs of the Town shall be vested in an executive branch headed by a ~~Board of Selectmen~~ **Select Board** and administered by a Town Manager. A representative Town Meeting shall exercise all legislative powers of the Town.

1.3 Powers of the Town - Intent of the Voters

It is the intent and the purpose of the voters of the Town of Reading, through the adoption of the Charter, to secure for the Town all of the powers possible to secure under the Constitution and statutes of the Commonwealth of Massachusetts, as fully and as completely as though each such power were specifically and individually enumerated herein.

1.4 Interpretation of Powers

The powers of the Town under the Charter shall be construed and interpreted liberally in favor of the Town, and the specific mention of any particular power is not intended to limit in any way the general powers of the Town as set forth in Section 1.3.

1.5 Intergovernmental Relations

The Town, acting by and through its ~~Board of Selectmen~~ **Select Board**, may enter into agreements with any other unit of government to perform jointly or in cooperation, by contract or otherwise, any of its powers or functions

1.6 Definitions

Unless another meaning is clearly apparent from the manner in which the term is used, the following terms used in the Charter shall have the following meanings:

Board or Committee – The term "board or committee" shall mean any board, committee, commission, authority, or council of the Town, however created, elected, appointed or otherwise constituted.

Charter – The term "Charter" shall mean the Town of Reading Home Rule Charter.

Ex officio - The term "*ex officio*" shall refer to a memberss of any board or committee who serves by virtue of ~~his~~ **their** office or position. A person serving as an *ex officio* member on more than one board or committee shall not be required to take an additional oath of office to serve in such capacity.

Library – The term "Library" shall mean the Reading Public Library and any branch or branches thereof that may be established.

Local News Medium – The term “local news medium” shall mean a newspaper, the official town website or other means or channel of information communication to which the general public has access within the Town.

Majority Vote – As applied to the Town Meeting, Committees thereof and precinct meetings, the term “majority vote” shall mean the affirmative vote of a majority of those present and voting provided that a quorum of the body is present. As applied to all other boards or committees, the term shall mean the affirmative vote of a majority of the number of members specified in the Charter, Town Bylaw or other enabling vote or action creating such board or committee.

Precinct – The term “precinct” shall mean the areas into which the Town is divided for the purpose of electing Town Meeting Members.

Town - The term "Town" shall mean the Town of Reading.

Town Agency - The term "Town Agency" shall mean any board or committee, department or office of the Town, however created, elected, appointed or otherwise constituted.

Town Meeting - The term "Town Meeting" shall mean the representative Town Meeting of the Town, established by Article 2.

Town Officer - The term "Town Officer" shall mean an elected or appointed official of the Town who, in the performance of his the duties of their office, exercises some portion of the sovereign power of the Town, whether great or small; provided, however, that the term shall not include a Town Meeting Member; and provided further that a person may be a Town Officer whether or not he that person receives any compensation for his their services.

Voters - The term "Voters" shall mean the registered voters of the Town.

ARTICLE 2 REPRESENTATIVE TOWN MEETING

2.1 Composition

The legislative body of the Town shall be a representative Town Meeting consisting of one hundred ninety-two (192) members from eight (8) precincts who shall be elected by the voters in each precinct.

Each precinct shall be equally represented in Town Meetings by members elected so that the term of office of one-third of the members shall expire each year.

2.2 Revision of Precincts

When required by law or every ten (10) years, the ~~Board of Selectmen~~ Select Board shall review and, if necessary, re-divide the territory of the Town into eight (8) plainly designated precincts. The precincts shall be divided into as nearly an equal number of inhabitants as possible. The territory of each precinct shall be contiguous and as compact as possible. The territory of each precinct shall be defined, where reasonably possible, by the centerline of known streets or other well-defined limits.

Within ten (10) days of completing its review, the ~~Board of Selectmen~~ Select Board shall file a report with the Town Clerk and the Board of Registrars of Voters, showing

any revisions to the precincts that are being made pursuant to this section. If revisions are being made, the report shall include a map showing the boundaries of each precinct and a list of its inhabitants' names and addresses. The ~~Board of Selectmen~~ **Select Board** shall also post the map and list in the Town Hall and in at least one public place in each precinct.

Any such precinct revision shall be effective on the date it is filed with the Town Clerk. The Town Clerk shall forthwith notify the Secretary of State of the revision in writing.

2.3 Town Meeting Membership

At the first Town wide election after any precincts are revised, the voters of each precinct shall elect twenty-four (24) Town Meeting Members to represent the precinct. Terms of office shall be determined by the number of votes received. The eight (8) candidates receiving the highest number of votes shall serve for three (3) years, the eight (8) receiving the next highest number of votes shall serve for two (2) years, and the eight (8) candidates receiving the next highest number of votes shall serve for one (1) year from the day of election. Upon the certification of such election, the term of office of all previously elected Town Meeting members shall cease.

At each Annual Election thereafter, the voters in each precinct shall elect eight (8) Town Meeting Members to represent the precinct for a term of three (3) years, and shall also elect Town Meeting Members to fill any vacant unexpired terms. After each election of Town Meeting Members, the Town Clerk shall notify each Town Meeting Member of ~~his~~ **their** election in writing.

In the event of a tie vote, resulting in a failure to elect the full number of Town Meeting Members in any precinct, the vacancy created thereby shall be filled until the next Annual Town Election by a vote of the remaining Town Meeting Members of the precinct, provided, however, that the balance of any unexpired term shall be filled at the next Annual Town Election. In the event of such a vacancy, the Town Clerk shall give written notice of the tie vote and the vacancy created thereby, to the remaining Town Meeting Members of that precinct and shall publish such notice in the local news medium. Such notice shall provide at least seven (7) day's advance notification of the time and place for a precinct meeting for the purpose of filling the vacancy.

2.4 Town Meeting Sessions

All representative Town Meeting sessions shall be limited to the Town Meeting Members elected pursuant to Section 2.3, together with the duly elected Moderator. The Town Clerk shall notify the Town Meeting Members of the time and place at which representative Town Meeting sessions are to be held, the notices to be sent at least seven (7) days (see Section 8.5) before the meeting. The Town Meeting Members shall be the judges of the election and qualification of their members. A majority of the Town Meeting Members shall constitute a quorum for doing business. However, a smaller number may organize temporarily and may adjourn from time to time, but no Town Meeting shall adjourn over the date of an election of Town Meeting Members. All Town Meeting sessions shall be public.

2.5 Nomination Procedures

Nomination of candidates for Town Meeting Member shall be made by nomination papers bearing no political designation and signed by not fewer than ten (10) voters from the candidate's precinct. Nomination papers shall be obtained in person and signed by the candidate in the presence of the Town Clerk or designee. Completed

nomination papers shall be filed with the Town Clerk at least thirty-five days (35) days before the election.

2.6 Vacancies

A Town Meeting Member may resign by filing a written notice with the Town Clerk. A Town Meeting Member who terminates residency in the Town shall cease to be a Town Meeting Member. A Town Meeting Member who moves ~~his~~ **their** residence from the precinct from which ~~he~~ **they were** was elected to another precinct shall serve only until the next Annual Town Election.

If any person elected as a Town Meeting Member fails to attend one-half or more of the total Town Meeting sessions within one year preceding the most recent Annual Town Election, ~~his~~ **their** seat may be declared vacant by a majority vote of the Town Meeting.

The ~~Board of Selectmen~~ **Select Board** shall place an Article on the Annual Town Meeting Warrant to remove any such Town Meeting Member from office. At least seven (7) days prior to the Annual Town Meeting, the Town Clerk shall notify any such Town Meeting Member that ~~he~~ **they** may be removed from office, provided, however, that such notice shall be deemed adequate if mailed postage prepaid to the Town Meeting Member's last known address.

Any vacancy in a Town Meeting position may be filled until the next Annual Town Election by a vote of the remaining Town Meeting Members of the precinct, provided, however, that the balance of any unexpired term shall be filled at the next Annual Town Election. In the event of a vacancy, the Town Clerk shall give written notice thereof to the remaining Town Meeting Members of the precinct and shall publish such notice in a local news medium. Such notice shall provide at least seven (7) day's advance notification of the time and place for a precinct meeting for the purpose of temporarily filling the vacancy.

2.7 Precinct Meetings

The Town Meeting Members of each precinct shall meet at least annually and shall elect a Chair and a Clerk. A majority of the Town Meeting Members of the precinct serving at the time of the precinct meeting shall constitute a quorum thereof. A majority vote cast at a precinct meeting shall be sufficient to fill vacancies, elect a Chair or Clerk, or conduct other business. The Chair or Clerk shall certify any vote taken at a precinct meeting to the Town Clerk.

2.8 Compensation

Town Meeting Members shall serve without compensation.

2.9 Presiding Officer

A Moderator, chosen in accordance with the provisions of Section 3.6, shall preside at all sessions of the Town Meeting. The Moderator shall regulate the proceedings of all Town Meeting sessions, decide all questions of order and make public declaration of all votes. ~~He~~ **The Moderator** may also administer the oath of office to any Town Officer and to Town Meeting Members. In the absence of the Moderator, the Town Meeting shall elect a Moderator *pro tempore*.

2.10 Clerk of the Town Meeting

The Town Clerk shall serve as the Clerk of the Town Meeting. In the event of ~~his~~ **their** unavoidable absence, the Town Clerk may designate a substitute; otherwise, the

Moderator shall appoint a Clerk *pro tempore*. The Clerk shall give notice of all Town Meetings to Town Meeting Members and to the public and keep the journal of Town Meeting proceedings.

2.11 Participation by Non-Town Meeting Members

Subject to conditions that may be determined from time to time by Town Meeting Members, any person who is not a Town Meeting Member may be allowed to speak at any Town Meeting but shall not vote.

At the request of the Moderator or Town Meeting, any Town Officer or Department Head or his *their* designee shall be present at any session of Town Meeting for the purpose of responding to questions of Town Meeting Members.

2.12 Establishment of Standing Committees

The Town Meeting may establish boards or committees to which may be referred Warrant Articles for study, review and report in advance of the sessions of the Town Meeting. All meetings of such boards or committees shall be conducted in accordance with the provisions of the Open Meeting Law, Massachusetts General Laws Chapter 30A, Sections 20 through 22, inclusive.

In establishing such boards or committees, the Town Meeting shall provide for the appointment of members either by an appointment committee established for that purpose or by an existing board or committee.

2.12.1 Finance Committee

There shall be a Finance Committee consisting of nine (9) voters of the Town, appointed for three-year staggered terms so arranged that three (3) terms expire on June 30 each year. No Finance Committee Member shall serve for more than three (3) consecutive terms; provided, however, that an appointment to the Finance Committee to fill an unexpired term that has less than two (2) years remaining shall not be counted toward the three (3) consecutive terms.

No Finance Committee Member shall be an elected or appointed Town Officer or an employee of the Town. A Finance Committee Member may be an elected Town Meeting Member but shall serve on no other standing committee.

Finance Committee members shall be appointed by majority vote of an Appointment Committee chaired by the Moderator and consisting of the Moderator, the Chairman of the ~~Board of Selectmen~~ **Select Board**, and the Chairman of the Finance Committee; **provided however where the chair of the Finance Committee is in their last year and is seeking reappointment, the Appointment Committee shall be comprised of the Chair of the Select Board, the Moderator and a designee of the Finance Committee who is not in their last year or seeking reappointment.** The Appointment Committee shall fill any vacancy on the Finance Committee.

The Finance Committee shall have all the powers and duties granted to Finance Committees by the laws of the Commonwealth of Massachusetts, Town Bylaw, any Town Meeting vote and other applicable laws. In addition to these powers, the Finance Committee shall have the power to investigate the books, accounts, records and management of any office, board or committee in Town, and may use agents in carrying out such investigations. The Finance Committee shall submit a written report to the Town Meeting setting forth its findings, approvals or disapprovals on all Articles in the Warrant that involve the expenditure of funds. The Finance Committee shall

take reasonable action to submit its report at least seven (7) days (see Section 8.5) before Town Meeting; provided, however, that such report shall not preclude further action or reconsideration by the Finance Committee.

2.12.2 Bylaw Committee

There shall be a Bylaw Committee consisting of five (5) voters of the Town, appointed for three (3) year staggered terms expiring on June 30.

Bylaw Committee members shall be appointed by majority vote of an Appointment Committee chaired by the Moderator and consisting of the Moderator, the Chair of the ~~Board of Selectmen~~ **Select Board**, and the Chair of the Bylaw Committee; **provided however where the chair of the Bylaw Committee is in their last year and is seeking reappointment, the Appointment Committee shall be comprised of the Chair of the Select Board, the Moderator and a designee of the Bylaw Committee who is not in their last year or seeking reappointment.** The Appointment Committee shall fill any vacancy on the Bylaw Committee.

The Bylaw Committee may propose and shall consider Town Meeting Warrant articles offering changes in the Charter, General Bylaws, petitions for special acts, or local acceptance of State Statutes that are subject to Town Meeting acceptance; and may consider Zoning Bylaw changes and shall submit a written report to the Town Meeting setting forth its findings on all such Articles in the Warrant. The Bylaw Committee shall take reasonable action to submit its report to the Town Meeting at least seven (7) days (see Section 8.5) before Town Meeting; provided, however, that such report shall not preclude further action or reconsideration by the Bylaw Committee.

Within one (1) year of any adopted change to the Charter, the Bylaw Committee shall propose any revisions to the General Bylaws that it deems to be necessary as a result of such change.

The Bylaw Committee shall review the General Bylaws at least every ten (10) years and submit a written report to the Town Meeting setting forth any recommended changes.

2.12.3 Rules Committee

There shall be a Rules Committee, chaired by the Moderator who shall be a non-voting member, and consisting of the Precinct Chairs. The Rules Committee may, from time to time, review all aspects of the operation of Town Meeting and submit a written report to the Town Meeting setting forth its findings, recommendations and proposals for rules governing the conduct of Town Meeting.

2.13 Warrant Articles

Except for procedural matters, all subjects to be acted upon by the Town Meeting shall be placed on a Warrant therefor issued by the ~~Board of Selectmen~~ **Select Board**. The ~~Board of Selectmen~~ **Select Board** shall place on such Warrants all subjects submitted by:

- a** Any two (2) or more members of the ~~Board of Selectmen~~ **Select Board**;
- b** Any board or committee;
- c** Any ten (10) or more voters for the Annual, Subsequent or Special Town Meeting as defined in Section 2.14; or
- d** Any other person or entity as may be authorized by Town Bylaw or otherwise.

All subjects timely submitted to the ~~Board of Selectmen~~ **Select Board** pursuant to this section shall be placed on a Warrant for the next scheduled Annual, Subsequent or Special Town Meeting.

All Articles submitted pursuant to Section 2.13(a) shall include the names of all ~~of the Board of Selectmen~~ **Select Board** members sponsoring such article. Sponsorship of Articles submitted pursuant to Section 2.13(b) shall be designated as: "The ~~Board of Selectmen~~ **Select Board** as a courtesy to requested by (insert name of Board or Committee requesting the Article)."

Promptly upon receipt by the ~~Board of Selectmen~~ **Select Board** of any subject for a Town Meeting Warrant Article, a copy of the Article shall be made available for inspection in the Office of the Town Clerk.

2.14 Meetings

The Town Meeting shall meet at least twice in each calendar year. The Annual Town Meeting shall be held during the first six (6) calendar months of the year at a time fixed by Town Bylaw, and shall be primarily concerned with the determination of matters that have a fiscal impact on the Town, including the adoption of an annual operating budget for all Town Agencies other than the Reading Municipal Light Department. A Subsequent Town Meeting shall be held during the last three (3) calendar months of the year at a time fixed by Town Bylaw. In addition to the two (2) meetings required by this section, the ~~Board of Selectmen~~ **Select Board** may call a Special Town Meeting into session at other times by the issuance of a Warrant therefore as it deems necessary or appropriate for the purpose of acting upon the legislative business of the Town in an orderly and expeditious manner. The ~~Board of Selectmen~~ **Select Board** shall call a Special Town Meeting upon the receipt of a petition with two hundred (200) or more signatures of voters, as certified by the Board of Registrars of Voters.

2.15 Referendum Procedures

No final affirmative vote of a Town Meeting on any Warrant Article shall be effective until after the expiration of seven (7) days (see Section 8.5) following the dissolution of the Town Meeting except:

- a** Votes appropriating money for the payment of notes or bonds of the Town and interest becoming due within the then current fiscal year;
- b** Votes for the temporary borrowing of money in anticipation of revenue; or
- c** A vote declared by a preamble, and adopted by a two-thirds (2/3) vote of the Town Meeting to be an emergency measure necessary for the immediate preservation of the peace, health, safety or convenience of the Town.

If a referendum petition is not filed pursuant to Section 2.15.1 within the said seven (7) days (see Section 8.5), the remaining votes of the Town Meeting shall then become effective.

2.15.1 Referendum Petition

If, within said seven (7) days (see Section 8.5), a referendum ~~petition signed by not fewer than three percent (3%) of the voters, as certified by the Board of Registrars of Voters, containing their names and addresses,~~ is filed with the ~~Board of Selectmen~~ **Board of Registrars of Voters** requesting that any of the remaining affirmative votes of the Town Meeting be submitted to the voters in the form of a ballot question, then the effectiveness of such Town Meeting vote shall be further suspended pending its determination as provided herein. **Within three (3) days of receipt, the Board of**

Registrars shall certify whether the petition is signed by not fewer than three percent (3%) of the registered voters. Upon certification, the Board of Registrars shall immediately notify the Select Board. The Board of Selectmen **Select Board** shall, within ten (10) days after **receipt of the Board of Registrars' certification that the petition contains the requisite number of signatures** the filing of such referendum petition, call a Special Election, to be held within thirty **five** (30**5**) days or such longer period as may be required by law after issuing the call, for the purpose of presenting such ballot question to the voters; provided, however, that, if a regular or Special Election is to be held not more than sixty (60) days following the date the referendum petition is filed, the Board of Selectmen **Select Board** may provide that such ballot question be presented to the voters at that Election. **If the referendum petition lacks the requisite number of signatures, the Town Meeting vote shall become effective.**

2.15.2 Form of Referendum Petition /Ballot Question

Each ballot question submitted shall appear at the top of each referendum petition and shall be presented in the following form which shall be placed on the official ballot: "Shall the Town vote to approve the action of the representative Town Meeting whereby it was voted on (insert date of Town Meeting) to (insert complete language of the vote in the same form in which it was stated when presented by the Moderator to the Town Meeting, and as it appears in the records of the Clerk of the meeting)"?

The circulator(s) of the referendum petition may make multiple copies of the petition form, but such copies must be exact duplicates thereof, and the petition form may not be altered in any way. No extraneous markings, such as underlines, highlighting, erasures, marking out or insertion of words or other information, shall be allowed on any area of the petition form or any copy thereof. Any petition form or copy thereof containing such extraneous markings or alterations or that are not exact duplicates shall be invalid, and no signatures contained thereon shall be counted toward the required number. For the purpose of this prohibition, the term "extraneous markings" shall not include signatures, names or addresses.

Each petition form shall include language informing voters that additional markings will disqualify the signatures on the petition form; that, for their signature to be counted, they must be a registered voter of the Town of Reading; that their signature shall be written in the same form as they are registered; that they should not sign the petition and any copy thereof more than once; and that, if they are prevented by physical disability from writing, they may authorize some person to write their name and address in their presence. The back of each petition form, where signature lines appear, shall include the following instruction: "ATTENTION VOTERS: Before signing, read signer information on the other side."

Upon request, the Town Clerk shall provide Town referendum petition /ballot question forms with the final article language voted at Town Meeting.

In addition to the certification of signatures on the petition form, the Board of Registrars of Voters shall examine the petition forms for extraneous markings, and determine whether they are exact copies.

2.15.3 Election

Any ballot question submitted in accordance with the procedure set forth herein shall be determined by majority vote thereon, but no action of the Town Meeting shall be

reversed unless at least twenty percent (20%) of the voters cast ballots on the ballot question.

ARTICLE 3

ELECTED OFFICERS AND BOARDS OR COMMITTEES

3.1 General Provisions

The offices to be filled by the voters shall be the ~~Board of Selectmen~~ **Select Board**, School Committee, Board of Library Trustees, Municipal Light Board of Commissioners, Moderator and such members of regional authorities or districts as may be established by statute, intergovernmental agreement executed pursuant to Section 1.5 or otherwise.

Only a registered voter of the Town shall be eligible to hold any elective town office; provided, however, that no person holding any elective Town office shall simultaneously hold any other elective Town office except that of Town Meeting Member.

Elected Town Officers shall serve without compensation unless otherwise specifically voted by Town Meeting.

Elected Town Officers shall be subject to the call of the ~~Board of Selectmen~~ **Select Board** at all reasonable times for consultation, conference and discussion on any matter relating to their respective offices.

3.2 ~~Board of Selectmen~~ **Select Board**

There shall be a ~~Board of Selectmen~~ **Select Board** consisting of five (5) members elected for three (3) year terms so arranged that as nearly an equal number of terms as possible shall expire each year.

The executive powers of the Town shall be vested in the ~~Board of Selectmen~~ **Select Board**. The ~~Board of Selectmen~~ **Select Board** shall have all of the powers and duties granted to Boards of Selectmen by the Constitution and General Laws of the Commonwealth of Massachusetts, and such additional powers and duties as may be provided by the Charter, by Town Bylaw, or by Town Meeting vote.

The ~~Board of Selectmen~~ **Select Board** shall cause the laws and orders for the government of the Town to be enforced and shall cause a record of all its official acts to be kept.

The ~~Board of Selectmen~~ **Select Board** shall appoint a Town Manager, a Town Counsel, a Town Accountant, not more than five (5) Constables, and any other appointed board or committee member for whom no other method of selection is provided by the Charter or by Town Bylaw.

The ~~Board of Selectmen~~ **Select Board** or its designee shall be the Licensing Board of the Town and shall have the power to issue licenses, to make all necessary rules and regulations regarding the issuance of such licenses, to attach such conditions and restrictions thereto as it deems to be in the public interest, and to enforce the laws relating to all businesses for which it issues licenses.

3.3 School Committee

There shall be a School Committee consisting of six (6) members elected for three (3) year terms so arranged that two (2) terms shall expire each year.

The School Committee shall have all of the powers and duties granted to School Committees by the Constitution and General Laws of the Commonwealth of Massachusetts

and such additional powers and duties as provided by the Charter, by Town Bylaw or by Town Meeting vote.

The School Committee shall make all reasonable rules and regulations, consistent with law, for the administration and management of the public schools of the Town. The School Committee shall appoint a Superintendent of Schools and shall define their duties and terms of employment.

3.4 Board of Library Trustees

There shall be a Board of Library Trustees consisting of six (6) members elected for three (3) year terms so arranged that two (2) terms shall expire each year.

The Board of Library Trustees shall have all of the powers and duties granted to Boards of Library Trustees by the Massachusetts General Laws, and such additional powers and duties as may be authorized by the Charter, by Town Bylaw or by Town Meeting vote.

The Board of Library Trustees shall have control over the selection of Library materials, and shall have custody and management of the Library and of all property of the Town related thereto; provided, however, that the Town Manager or ~~his~~ ***their*** designee shall have responsibility for the maintenance of the Library building and grounds. The Board of Library Trustees shall appoint a Library Director and shall define ~~his~~ ***their*** duties and terms of employment, subject to the personnel policies and classification and compensation plans established by the ~~Board of Selectmen~~ ***Select Board***.

The Board of Library Trustees shall administer all money or property that the Town may receive on behalf of the Library by gift or bequest in accordance with the provisions of such gift or bequest.

3.5 Municipal Light Board of Commissioners

There shall be a Municipal Light Board of Commissioners consisting of five (5) members elected for three (3) year terms so arranged that as near an equal number of terms as possible shall expire each year.

The Municipal Light Board of Commissioners shall have all the powers and duties granted to cities and towns in respect to municipal lighting plants by Massachusetts General Laws Chapter 164, Section 34 *et seq.* and other general and special acts pertaining thereto, together with such further powers and duties assigned to them by the Charter, by Town Bylaw, or by Town Meeting vote.

The Municipal Light Board of Commissioners shall hire the General Manager of the Municipal Light Department and set ~~his~~ ***their*** duties and terms of employment.

The Municipal Light Board of Commissioners shall appoint the Accounting Manager or Chief Accountant of the Municipal Light Department and appoint Counsel to the Municipal Light Department.

The Accounting Manager or Chief Accountant, as the case may be, and Counsel shall be subject to the supervision of the General Manager.

The Municipal Light Board of Commissioners shall approve warrants for payments of all bills and payroll of the Municipal Light Department and shall approve all contracts which are at or above the competitive sealed bid procedures level as stated in Massachusetts General Laws Chapter 30B, Section 5 and, further, all contracts shall be made in

accordance with Massachusetts General Laws Chapter 30B. Contracts for purchasing of power shall not be subject to Massachusetts General Laws Chapter 30B but shall be approved by the Municipal Light Board of Commissioners.

The Municipal Light Board of Commissioners shall employ the Auditor appointed by the Town of Reading Audit Committee.

The Municipal Light Board of Commissioners shall annually set electric rates and approve an annual operating budget and Capital Improvements Program each fiscal year. Such approval will be done by a majority vote of the Municipal Light Board of Commissioners. After the Municipal Light Board of Commissioners has approved an annual operating budget and Capital Improvements Program, it will present them to the Town of Reading Finance Committee and Town of Reading Town Meeting. Upon request of any of the other towns served by the Municipal Light Department, the Municipal Light Board of Commissioners shall make a presentation to the Finance Committee and/or Town Meeting of any such town(s).

3.6 Moderator

There shall be a Moderator elected for a one (1) year term.

The Moderator shall have all of the powers and duties granted to Moderators by the Constitution and General Laws of the Commonwealth of Massachusetts, and such additional powers and duties as provided by the Charter, by Town Bylaw or by Town Meeting vote. The Moderator shall not simultaneously serve as an elected Town Meeting Member or in any other elected Town office.

ARTICLE 4 APPOINTED BOARDS OR COMMITTEES

4.1 Board of Assessors

There shall be a Board of Assessors consisting of three (3) members appointed by the ~~Board of Selectmen~~ **Select Board** for three (3) year terms so arranged that one (1) term shall expire each year.

The Board of Assessors shall have all the powers and duties granted to Boards of Assessors 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 elected members of the Board of Assessors serving at the time that this section first becomes effective may continue to serve in office until their elected terms expire, unless reappointed for an additional term or terms pursuant to this section.~~

4.2 Board of Cemetery Trustees

There shall be a Board of Cemetery Trustees consisting of six (6) members appointed by the ~~Board of Selectmen~~ **Select Board** for three (3) year terms so arranged that two (2) terms shall expire each year.

The Board of Cemetery Trustees shall have all the powers and duties granted to Boards of Cemetery Trustees 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.

4.3 Board of Commissioners of Trust Funds

There shall be a Board of Commissioners of Trust Funds consisting of five (5) members. Three (3) shall be appointed by the ~~Board of Selectmen~~ **Select Board** for three (3) year terms so arranged that one (1) term shall expire each year. In addition, the ~~Board of Selectmen~~ **Select Board** shall appoint one of its members to serve as a full voting member *ex officio*, and the Town Treasurer shall serve as a full voting member *ex officio*.

The Board of Commissioners of Trust Funds shall have such powers and duties as are granted to them by the ~~Board of Selectmen~~ **Select Board**.

4.4 Board of Health

There shall be a Board of Health consisting of five (5) members appointed by the ~~Board of Selectmen~~ **Select Board** for three (3) year terms so arranged that one (1) term shall expire each year.

The Board of Health shall have all of the powers and duties granted to Boards of Health 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.

4.5 Community Planning and Development Commission

There shall be a Community Planning and Development Commission consisting of five (5) members appointed by the ~~Board of Selectmen~~ **Select Board** for three (3) year terms so arranged that as nearly an equal number of terms as possible shall expire each year.

The Community Planning and Development Commission shall have all of the powers and duties granted to Planning Boards, Boards of Survey and Industrial Development Commissions 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 Community Planning and Development Commission shall have the power to regulate the subdivision of land within the Town by the adoption of Rules and Regulations pertaining thereto.

The Community Planning and Development Commission shall make studies and prepare plans concerning the resources, developmental potential and needs of the Town; and shall report annually to the Town giving information regarding the physical condition of the Town, and any plans or proposals known to it affecting the resources, physical development and needs of the Town.

4.6 Conservation Commission

There shall be a Conservation Commission consisting of seven (7) members appointed by the ~~Board of Selectmen~~ **Select Board** for three (3) year terms so arranged that as near an equal number of terms as possible shall expire each year.

The Conservation Commission shall have all the powers and duties granted to Conservation Commissions 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.

4.7 Council on Aging

There shall be a Council on Aging consisting of ten (10) members appointed by the ~~Board of Selectmen~~ **Select Board** for three (3) year terms so arranged that as near an equal number of terms as possible shall expire each year.

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.

4.8 Historical Commission

There shall be a Historical Commission **consisting of five (5) members** appointed by the ~~Board of Selectmen~~ **Select Board**, ~~which shall determine the number of members and their term of appointment, not to exceed three (3) years~~ **for three (3) year terms so arranged that as near an equal number of terms as possible shall expire each year.**

The Historical Commission shall have all the powers and duties granted to Historical Commissions 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.

4.9 Housing Authority

There shall be a Housing Authority consisting of five (5) members. Four (4) members shall be appointed by the ~~Board of Selectmen~~ **Select Board**, and the fifth (5th) member shall be ~~a resident of the Town~~, appointed by the Commonwealth of Massachusetts or as otherwise provided by law **and be a resident of the Town.** Housing Authority Members shall serve for five (5) year terms so arranged that one (1) term shall expire each year.

The Housing Authority shall have all of the powers and duties granted to housing authorities 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.

4.10 Recreation Committee

There shall be a Recreation Committee consisting of nine (9) members, eight (8) appointed by the ~~Board of Selectmen~~ **Select Board**, and one (1) appointed by the School Committee for three (3) year terms so arranged that three (3) terms shall expire each year.

The Recreation Committee shall have such powers and duties as are granted to them by the ~~Board of Selectmen~~ **Select Board**, and such additional powers and duties as may be provided by the Charter, by Town Bylaw or by Town Meeting vote.

The Recreation Committee shall be responsible for the evaluation of recreational program activities, formulation of overall plans for recreational program development, and for the scheduling of Town parks and recreational facilities when not in use by the School Department.

4.11 Town Forest Committee

There shall be a Town Forest Committee consisting of five (5) members, appointed by the ~~Board of Selectmen~~ **Select Board**, ~~which shall determine the number of members and their term of appointment, not to exceed three (3) years.~~ **for three (3) year terms so arranged that as near an equal number of terms as possible shall expire each year.**

The Town Forest Committee shall have all the powers and duties given to Town Forest Committees by the Massachusetts General Laws, and such additional powers and duties as may be provided by the Charter, by Town Bylaw, by the ~~Board of Selectmen~~ **Select Board** or by Town Meeting vote.

4.12 Zoning Board of Appeals

There shall be a Zoning Board of Appeals consisting of five (5) members and two (2) associate members appointed by the ~~Board of Selectmen~~ **Select Board** for three (3) year terms so arranged that as near an equal number of terms as possible shall expire each year.

The Zoning Board of Appeals shall have all the powers and duties of Zoning Boards of Appeal under 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.

4.13 Charter Review Committee

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~~ **Select Board**, 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.

4.14 Other Boards or Committees

Any of the elected boards or committees authorized by Article 3 may establish and appoint or dissolve boards or committees from time to time for a specific purpose. Members of such boards or committees shall reside in the Town of Reading at the time of their appointment and during their term of office.

The appointing authority of any such board or committee shall, in advance of the first meeting of said board or committee and annually thereafter, report the purpose, membership and contact information of said board or committee to the Town Clerk.

4.15 Associate Membership

All appointed boards or committees authorized by Article 4 may have associate members if specified in the Charter, Town Bylaw or Massachusetts General Laws. Associate members shall be appointed in the same manner as other members of the board or committee. All rules and regulations relating to associate membership on appointed boards or committees shall be set forth in the Bylaw or Charter provision defining the conduct of such bodies.

Associate members may not vote on any issue to be decided by the board or committee to which the individual is appointed as an associate member except as allowed by the Charter, Town Bylaw or the Massachusetts General Laws. ~~Associates members of boards or committees serving as of the effective date of this Section 4.15 shall be allowed to serve until the end of their term or until June 30, 2015, whichever comes first.~~

ARTICLE 5

TOWN MANAGER

5.1 Appointment, Qualifications and Term

The ~~Board of Selectmen~~ **Select Board** shall appoint a Town Manager, who shall be appointed solely on the basis of his ~~his~~ **their** executive and administrative qualifications. He ~~He~~ **The Town Manager** shall be a professionally qualified person of proven ability, especially fitted by education, training and previous experience. He ~~He~~ **The candidate** shall ~~have~~ **have**

at least five (5) years of full-time paid experience as a City or Town Manager or Assistant City or Town Manager or the equivalent level public or private sector experience.

The terms of the Town Manager's employment shall be the subject of a written contract, for a term not to exceed three (3) years, setting forth ~~his~~ **their** tenure, compensation, vacation, sick leave, benefits, and such other matters as are customarily included in an employment contract. The Town Manager's employment contract shall be in accordance with and subject to the provisions of the Charter and shall prevail over any conflicting provision of any personnel bylaw, rule, or regulation. The Town Manager's compensation shall not exceed the amount annually appropriated for that purpose.

The Town Manager shall devote full time to ~~his~~ **the** office and, except as expressly authorized by the ~~Board of Selectmen~~ **Select Board**, shall not engage in any other business or occupation. Except as expressly provided in the Charter, ~~he~~ **the Town Manager** shall not hold any other public elective or appointive office in the Town; provided, however, that, with the approval of the ~~Board of Selectmen~~ **Select Board**, the Town Manager may serve as the Town's representative to regional boards, commissions or similar entities, but shall not receive any additional salary from the Town for such services.

Upon the termination of the Town Manager's appointment, whether voluntary or otherwise, ~~he~~ **the Town Manager** may receive termination pay as determined by the ~~Board of Selectmen~~ **Select Board**, not to exceed twelve (12) months' salary in total. To be eligible for this benefit upon voluntary termination, the Town Manager shall provide the ~~Board of Selectmen~~ **Select Board** a minimum of sixty (60) days written notice of ~~his~~ **their** intent to leave. This benefit shall not be available if the Town Manager is terminated for cause.

5.2 Powers and Duties

The Town Manager shall be the Chief Administrative Officer of the Town and shall be responsible to the ~~Board of Selectmen~~ **Select Board** for the proper administration of all Town affairs placed in ~~his~~ **their** charge by or under the Charter. The Town Manager's powers and duties shall include:

- a To supervise and be responsible for the efficient administration of all functions under ~~his~~ **the Town Manager's** control, as may be authorized by the Charter, by Town Bylaw, by Town Meeting vote or by the ~~Board of Selectmen~~ **Select Board**, including all officers appointed by ~~him~~ **the Town Manager** and their respective departments.
- b To appoint and remove, subject to the civil service laws where applicable, the Police Chief, Fire Chief, Appraiser and all employees for whom no other method of appointment is provided in the Charter, except persons serving under the School Committee, Municipal Light Board of Commissioners or Board of Library Trustees, and appointments made by the representatives of the Commonwealth of Massachusetts. The Town Manager's appointment of the Police Chief and Fire Chief shall be subject to confirmation by the ~~Board of Selectmen~~ **Select Board**. The Town Manager's appointment of the Appraiser shall be subject to confirmation by the Board of Assessors.
- c To administer all personnel policies, practices and related matters for all municipal employees as established by any compensation plan, personnel policy guide or Town Bylaw, and all collective bargaining agreements entered into by the ~~Board of Selectmen~~ **Select Board** on behalf of the Town.
- d To fix the compensation of all Town officers and employees appointed by ~~him~~ **the Town Manager** within the limits established by applicable appropriations and any compensation plan adopted by Town Meeting.

- e To attend all regular and special meetings of the ~~Board of Selectmen~~ **Select Board**, unless excused at his **the Town Manager's** own request, and to have a voice, but no vote, in all discussions.
- f To attend all sessions of Town Meeting and to answer all questions directed **related** to him **the office** that are related to his office.
- g To see that all of the provisions of the Massachusetts General Laws, of the Charter, of the Town Bylaws, of Town Meeting votes, and of votes of the ~~Board of Selectmen~~ **Select Board** that require enforcement by him **the Town Manager** or Town Officers and employees subject to his **the Town Manager's** direction and supervision are faithfully carried out.
- h To prepare and submit a proposed Annual Operating Budget and a Capital Improvements Program in accordance with Article 7.
- i To ensure that a full and complete record of the financial and administrative activities of the Town is kept, and to render a full report to the ~~Board of Selectmen~~ **Select Board** at the end of each fiscal year and at such other times as may be required by the ~~Board of Selectmen~~ **Select Board**.
- j To keep the ~~Board of Selectmen~~ **Select Board** fully informed as to the financial condition and needs of the Town and to make such recommendations to the ~~Board of Selectmen~~ **Select Board** as he **the Town Manager** may deem necessary or appropriate.
- k To have full responsibility for the rental and use of all Town facilities, except those under the care, custody, management and control of the School Committee, the Board of Library Trustees, the Municipal Light Board of Commissioners, or other boards or committees specified by Town Bylaw or Town Meeting vote. He **The Town Manager** or his **their** designee shall be responsible for the maintenance and repair of all Town property under his **the Town Manager's** control.
- l To inquire into the conduct of any Town Officer, employee or department under his **the Town Manager's** control.
- m To keep a full and complete inventory of all real and personal property of substantial value belonging to the Town.
- n To serve as Chief Procurement Officer pursuant to the provisions of Massachusetts General Laws Chapter 30B and to be responsible for purchasing all supplies, materials, equipment, goods and services, except those of the School Committee and the Municipal Light Board of Commissioners; to negotiate and approve the award of all contracts for all departments and activities of the Town except those of the School Committee and Municipal Light Board of Commissioners; to examine the services performed for any Town Agency pursuant to any such contract; and to examine and inspect, or cause to be examined and inspected, the quality, quantity and conditions of materials, supplies, equipment or goods delivered to or received by any Town Agency.
- o To approve any warrants for the payment of Town funds prepared by the Accountant in accordance with the provisions of the Massachusetts General Laws; provided, however, that the approval of any such warrant by the Town Manager shall be sufficient to authorize payment by the Town Treasurer, and provided further that the ~~Board of Selectmen~~ **Select Board** shall approve such warrants in the event of a vacancy in the office of Town Manager.
- p To serve as the Executive Officer of the Town for the purposes of Massachusetts General Laws Chapter 258.
- q To perform any other duties required of him **the Town Manager** by the Charter, by Town Bylaw, by Town Meeting vote or by the ~~Board of Selectmen~~ **Select Board**.

5.3 **Ombudsman** **Constituent Services Officer**

The Town Manager shall appoint a Town employee other than himself or herself ~~the Town Manager~~ **representative** to all citizens in their day-to-day contacts and dealings with the Town, its officials and boards or committees. The function of the ~~Ombudsman~~ **Officer** shall be:

- a To direct the citizens to the proper Town Officer, board or committee to deal with the issue or concern of the citizen;
- b To set up appointments for citizens to meet with directors, department heads and boards or committees as appropriate;
- c To provide citizens with access to public information within the Town; and
- d To otherwise serve the public in connection with their dealings with the Town.

The office of the Town Ombudsman **Constituent Services Office** shall be clearly and conspicuously marked within the Town Hall.

5.4 Acting Town Manager

5.4.1 Temporary Absence

By letter filed with the Town Clerk and the ~~Board of Selectmen~~ **Select Board**, the Town Manager shall designate a qualified individual to serve as Acting Town Manager during any anticipated temporary absence, not to exceed thirty (30) days.

5.4.2 Long-Term Absence

In the event of the absence, incapacity, or illness of the Town Manager in excess of thirty (30) days, the ~~Board of Selectmen~~ **Select Board** shall appoint a qualified individual to serve as Acting Town Manager until the Town Manager returns.

5.4.3 Vacancy

When the office of Town Manager is vacant or the Town Manager is under suspension as provided in Section 5.5, the ~~Board of Selectmen~~ **Select Board** shall appoint a qualified individual to serve as Acting Town Manager under terms of employment to be determined by the ~~Board of Selectmen~~ **Select Board**. In the event of vacancy, the ~~Board of Selectmen~~ **Select Board** shall initiate recruitment for a new Town Manager without delay and shall appoint a new Town Manager within one hundred eighty (180) days.

5.4.4 Powers

Except as authorized by a four-fifths (4/5) vote of the ~~Board of Selectmen~~ **Select Board**, the powers of an Acting Town Manager shall be limited to routine matters requiring immediate action and to making emergency temporary appointments to any Town office or employment within the scope of the Town Manager's responsibilities.

5.5 Removal Procedures

The ~~Board of Selectmen~~ **Select Board** may remove the Town Manager from office as follows:

5.5.1 Notice

By affirmative vote of a majority of its members, the ~~Board of Selectmen~~ **Select Board** may adopt a preliminary resolution of removal setting forth in reasonable detail the reason or reasons for the proposed removal. The preliminary resolution may suspend the Town Manager for a period not to exceed forty-five (45) days. A copy of the resolution shall be delivered to the Town Manager forthwith following its adoption.

5.5.2 Public Hearing

Within five (5) days (see Section 8.5) after the delivery of the preliminary resolution of removal, the Town Manager may request a public hearing on the reasons cited for removal by filing a written request therefor with the ~~Board of Selectmen~~ **Select Board**. The hearing shall be convened by the ~~Board of Selectmen~~ **Select Board** not less than twenty (20) nor more than thirty (30) days after such request is submitted. Not less than five (5) days (see Section 8.5) prior to such hearing, written notice thereof shall be given to the Town Manager at his last known address. The time limitations set forth herein may be waived in writing by the Town Manager. Not less than forty-eight (48) hours prior to the time set for the commencement of the public hearing, the Town Manager may file a written statement with the ~~Board of Selectmen~~ **Select Board** responding to the reasons cited for the proposed removal. The Town Manager may be represented by counsel at the public hearing, and shall be entitled to present evidence, call witnesses and, personally or through counsel, question any witnesses appearing at the hearing.

5.5.3 Removal

The ~~Board of Selectmen~~ **Select Board** may, by a vote of a majority of its members, adopt a final resolution of removal, which shall be effective upon its adoption; provided, however, that such resolution shall not be adopted until:

- a Ten (10) days after the date of delivery to the Town Manager of the preliminary resolution of removal; or
- b If the Town Manager has made a timely request for a public hearing, five (5) days (see Section 8.5) after completion of the public hearing or forty-five (45) days after the adoption of the preliminary resolution, whichever occurs later.

Failure to adopt a final resolution of removal within the time limitations provided in this section shall be deemed to nullify the preliminary resolution of removal. The action of the ~~Board of Selectmen~~ **Select Board** in suspending or removing the Town Manager shall be final, it being the intention of this provision to vest all authority and fix all responsibility for such suspension or removal in the ~~Board of Selectmen~~ **Select Board**. The Town Manager shall continue to receive his **their** salary until a final resolution of removal has become effective.

ARTICLE 6 ADMINISTRATIVE ORGANIZATION

6.1 Organization of Town Agencies

The organization of the Town into operating Town Agencies shall be accomplished through the establishment of a Table of Organization that presents the organization of all Town Agencies. Such table shall be prepared by the Town Manager in consultation with the ~~Board of Selectmen~~ **Select Board** and may be revised from time to time.

For the convenience of the public, the Table of Organization shall be printed as an appendix to, but not as part of, the Bylaws of the Town. The Table of Organization shall also be published annually in the Town Report.

6.2 Town Counsel

Appointment and Qualifications – The ~~Board of Selectmen~~ **Select Board** shall appoint a **an individual or law firm as** Town Counsel and fix his compensation within the amount annually appropriated for that purpose. The person appointed and employed by the ~~Board of Selectmen~~ **Select Board** as Town Counsel **or the member of law firm representing the town in this capacity** shall be a member in good standing of the bar of the Supreme Judicial Court of Massachusetts and **free of disciplinary actions** of all other courts before which he **they have** has been admitted to practice. Any Special Counsel employed by the

~~Board of Selectmen~~ **Select Board** shall be a member in good standing of the bar of all courts before which ~~he~~ **they have** ~~has~~ been admitted to practice.

Powers and Duties – The Town Counsel shall provide legal advice, representation and litigation services to the Town, Town Agencies and Town Officers, as the ~~Board of Selectmen~~ **Select Board** or Town Manager may request or authorize.

Vacancy – If the Town Counsel is unable to perform ~~his~~ **their** duties because of disability or absence or if the office is vacant because of resignation, dismissal or death, the ~~Board of Selectmen~~ **Select Board** may appoint a temporary Town Counsel to hold such office and exercise the powers and perform the duties until the Town Counsel can resume ~~his~~ **their** duties, or until another Town Counsel is duly appointed.

6.3 **Town Accountant**

Appointment, Qualification and Term of Office – There shall be a Town Accountant, appointed by the ~~Board of Selectmen~~ **Select Board**. The Town Accountant shall be qualified in accordance with State law, and shall have appropriate prior full-time accounting experience as determined by the ~~Board of Selectmen~~ **Select Board**.

The Town Accountant shall be appointed in March of every year for a one (1) year term to run from the first day of the following July and shall serve until the qualification of ~~his~~ **a** successor.

Powers and Duties – The Town Accountant shall be subject to the supervision of the Town Manager. In addition to the powers and duties conferred and imposed upon Town Accountants by the Massachusetts General Laws, ~~his~~ **their** powers and duties shall include:

- a To prescribe the methods of installation and exercise supervision of all accounting records of Town Agencies and Town Officers; provided, however, that any change in the system of accounts shall be made only after consultation with the Town Manager and the Town Agencies affected.
- b To establish standard practices relating to all accounting matters and procedures and the coordination of systems throughout the Town, including clerical and office methods, records, reports and procedures as they relate to accounting matters; and to prepare and issue rules, regulations and instructions relating thereto that, when approved by the Town Manager, shall be binding upon all Town Agencies and employees.
- c To draw all warrants upon the Town Treasurer for the payment of bills, drafts and orders chargeable to the appropriations of the Town Meeting and other accounts.
- d Prior to submitting any warrant to the Town Manager, to examine and approve as not being fraudulent, unlawful or excessive, all bills, drafts and orders covered thereby. In connection with any such examinations, he may make inspection as to the quality, quantity and condition of any materials, supplies or equipment delivered to or received by any Town Agency or Town Officer. If, upon examination, it appears to the Town Accountant that any such bill, draft or order is fraudulent, unlawful, or excessive, ~~he~~ **the Town Accountant** shall immediately file **a written report** with the Town Manager, and Town Treasurer and Chairman of the Finance Committee ~~a written report of his findings~~.
- e To be responsible for a continuous audit of all accounts and records of the Town wherever located.

Vacancy – If the Town Accountant is unable to perform ~~his~~ **their** duties because of disability or absence or if the office is vacant because of resignation, dismissal or death,

the ~~Board of Selectmen~~ **Select Board** may appoint a temporary Town Accountant to hold such office and exercise the powers and perform the duties until the Town Accountant can resume ~~his~~ **their** duties, or until another Town Accountant is duly appointed, in the same manner as an original appointment, for the remainder of the unexpired term.

6.4 **Town Treasurer**

Appointment and Qualifications – There shall be a Town Treasurer, appointed by the Town Manager. The Town Treasurer shall be qualified in accordance with the Massachusetts General Laws.

The ~~Board of Selectmen~~ **Select Board**, upon the recommendation of the Town Manager, may combine the powers and duties of the Town Treasurer with those of the Town Collector, and the Town Manager may then appoint a Town Treasurer-Collector.

Powers and Duties – In addition to the powers and duties conferred and imposed upon Town Treasurers by the Massachusetts General Laws, the powers and duties of the Town Treasurer shall include:

- a To supervise and be responsible for the prompt deposit, safekeeping and management of all monies collected or received by the Town.
- b To be the custodian of all funds, moneys, securities or other things of value that are or have been given, bequeathed or deposited in trust with the Town for any purpose, including the preservation, care, improvement or embellishment of any of the Town's cemeteries or burial lots therein; to invest all sums held in trust as ~~he~~ **they** determine to be appropriate after consultation with the Board of Commissioners of Trust Funds; and to distribute the income therefrom on the order of said Board.

Vacancy – If the Town Treasurer is unable to perform ~~his~~ **their** duties because of disability or absence or if the office is vacant because of resignation, dismissal or death, the Town Manager may appoint a temporary Town Treasurer to hold such office and exercise the powers and perform the duties until the Town Treasurer can resume ~~his~~ **their** duties, or until another Town Treasurer is duly appointed.

6.5 **Town Collector**

Appointment and Qualifications – There shall be a Town Collector, appointed by the Town Manager. The Town Collector shall be qualified in accordance with the Massachusetts General Laws.

The ~~Board of Selectmen~~ **Select Board**, upon the recommendation of the Town Manager, may combine the powers and duties of the Town Collector with those of the Town Treasurer, and the Town Manager may then appoint a Town Treasurer-Collector.

Powers and Duties – In addition to the powers and duties conferred and imposed upon Town Collectors by the Massachusetts General Laws, the powers and duties of the Town Collector shall include:

- a To be responsible for the collection and receipt of all sums and accounts due, owing or paid to the Town including taxes and fees, and shall act as the Town Collector of Taxes.
- b To report to the Town Manager at such times as **the Town Manager** ~~he~~ may direct or as ~~he~~ may deem appropriate, but at least semi-annually, as to all uncollected claims or accounts due or owing to the Town. Such reports shall include the Town Collector's recommendations as to whether suit should be instituted on behalf of the Town for the establishment or collection of any claim or account for the benefit of the Town.

Vacancy – If the Town Collector is unable to perform his their duties because of disability or absence or if the office is vacant because of resignation, dismissal or death, the Town Manager may appoint a temporary Town Collector to hold such office and exercise the powers and perform the duties until the Town Collector can resume his their duties, or until another Town Collector is duly appointed.

6.6 Town Clerk

Appointment and Qualifications – There shall be a Town Clerk, appointed by the Town Manager. The Town Clerk shall be qualified in accordance with the Massachusetts General Laws.

Powers and Duties – The Town Clerk shall have all the powers and duties conferred and imposed upon Town Clerks by the Massachusetts General Laws or by Town Bylaw.

Vacancy – If the Town Clerk is unable to perform his their duties because of disability or absence or if the office is vacant because of resignation, dismissal or death, the Town Manager may appoint a temporary Town Clerk to hold such office and exercise the powers and perform the duties until the Town Clerk can resume his their duties, or until another Town Clerk is duly appointed.

ARTICLE 7

BUDGET AND CAPITAL IMPROVEMENTS PROGRAM

7.1 Fiscal Year

The fiscal year of the Town shall begin on July first (1st) and end on June thirtieth (30th), unless another provision is made by the Massachusetts General Laws.

7.2 Submission of Proposed Budget

At least four (4) months before the start of the fiscal year and following consultation with the ~~Board of Selectmen~~ **Select Board** on the Municipal Government portions of the budget, the Town Manager shall submit to the Finance Committee a proposed budget for the ensuing fiscal year with an accompanying budget message and supporting documents. ~~He~~ **The Town Manager** shall simultaneously provide for the publication in a local news medium of a general summary of the proposed budget, and a notice stating the times and places where complete copies of his the proposed budget shall be available for examination by the public.

7.3 School Committee Budget

The budget requested by the School Committee shall be submitted to the Town Manager at least five (5) months before the start of the fiscal year to enable ~~him~~ **the Town Manager** to prepare the total Town budget pursuant to Section 7.2.

7.3.1 Public Hearing

At least fourteen (14) days before the meeting at which the School Committee is to vote on its budget request, the School Committee shall cause to be published in a local news medium a general summary of such budget request. The summary shall indicate specifically any major variations from the current year's budget and the reasons for such variations and a notice stating the times and places where complete copies of the budget shall be available for examination by the public, as well as the date, time and place, not less than seven (7) days (see Section 8.5) following such publication, when a public hearing shall be held by the School Committee on the budget request.

7.4 Budget Message

The Budget Message submitted by the Town Manager shall explain the proposed budget for all Town agencies, both in fiscal terms and in terms of work programs. The Budget Message shall include a current Table of Organization and may include a proposed Table of Organization.

7.5 The Proposed Budget

The proposed budget shall provide a complete financial plan for all Town funds and activities; shall be balanced to the funds available; and shall present the budget as requested by the School Committee for the ensuing year. Except as may otherwise be required by the Massachusetts General Laws or by the Charter, the proposed budget shall be in the form that the Town Manager deems desirable. In ~~his~~ **the** presentation of the budget, the Town Manager shall make use of modern concepts of fiscal presentation so as to furnish a high level of information and maximum financial control. The proposed budget shall show the actual and estimated income and expenditures for the previous, current and ensuing fiscal years and shall indicate in separate sections:

- a Proposed expenditures for current operations during the ensuing fiscal year, detailed by Town Agency, function and work programs, and the proposed methods of financing such expenditures.
- b Proposed capital expenditures during the ensuing fiscal year, detailed by Town Agency, and the proposed method of financing each such capital expenditure.
- c Estimated surplus revenue and free cash at the end of the current fiscal year, including estimated balances in any special accounts established for specific purposes.
- d All encumbered funds from prior fiscal years.

7.6 Action on the Budget

7.6.1 Public Hearing

The Finance Committee shall, forthwith upon receipt of the proposed budget, provide for publication in a local news medium of a notice stating the date, time and place, not less than five (5) nor more than fourteen (14) days following such publication, when a public hearing shall be held by the Finance Committee on the proposed budget.

7.6.2 Finance Committee Meetings

The Finance Committee shall consider in public meetings the detailed expenditures proposed by the Town Manager for each Town Agency and may confer with representatives of any such Town Agency in connection with such considerations. The Finance Committee may require the Town Manager or any other Town Agency to provide such additional information as it deems necessary or desirable in furtherance of its responsibilities.

7.6.3 Presentation to the Town Meeting

The Finance Committee shall file a report of its recommendations with the Town Clerk in sufficient time to be distributed to all Town Meeting Members at least fourteen (14) days before action on the budget Warrant Article is to begin. The budget to be acted upon by the Town Meeting shall be the budget as proposed by the Finance Committee; provided, however, that such budget may be amended by Town Meeting.

- 7.6.4 All Warrant Articles requiring an appropriation shall be considered and reported thereon by the Finance Committee.

7.7 Capital Improvements Program

The Town Manager shall submit a Capital Improvements Program to the ~~Board of~~ Selectmen **Select Board** and the Finance Committee at least thirty (30) days before the

date fixed for submission of his the proposed budget. Such Capital Improvements Program shall contain:

- a A general summary of its contents;
- b A list of all capital improvements proposed to be undertaken during the ensuing five (5) years, with supporting information as to the need for each capital improvement; and
- c Cost estimates, methods of financing and recommended time schedules for each such capital improvement.

The Capital Improvements Program may further contain the estimated annual cost of operating and maintaining each such capital improvement. This information may be annually revised with regard to the capital improvements still pending or in the process of being acquired, improved or constructed.

ARTICLE 8 GENERAL PROVISIONS

8.1 Charter Changes

This Charter may be replaced, revised or amended in accordance with the procedures made available by Article LXXXIX of the amendments to the Constitution of the Commonwealth of Massachusetts and Chapter 43B of the Massachusetts General Laws.

8.2 Severability

If any provision of the Charter shall be found invalid for any reason in a court of competent jurisdiction, such invalidity shall be construed as narrowly as possible, and the balance of the Charter shall be deemed to be amended to the minimum extent necessary, so as to secure the purposes thereof, as set forth in the Preamble.

8.3 Specific Provisions Prevail

To the extent that any specific provision of the Charter may conflict with any provision expressed in general terms, the specific provision shall be deemed to prevail.

8.4 References to Massachusetts General Laws

All references to the Massachusetts General Laws contained in the Charter refer to the General Laws of the Commonwealth of Massachusetts and are intended to include any amendments or revisions to such chapters and sections or to the corresponding chapters and sections of any rearrangement of the Massachusetts General Laws enacted subsequent to the adoption of the Charter.

8.5 Computation of Time

In computing time under the Charter, if seven (7) days or less is specified, only days that Town Hall is open to the general public shall be counted; if more than seven (7) days is specified, every calendar day shall be counted.

8.6 Number and Gender

Words importing the singular number may extend and be applied to several persons or things, and words importing the plural number may include the singular ~~and words importing the masculine gender shall include the feminine gender.~~

8.7 Rules and Regulations

A copy of all Rules and Regulations adopted by any Town Agency shall be filed in the Office of the Town Clerk and made available for review by any person upon request provided, however, that such Rules and Regulations shall become effective ten (10) days following their adoption, whether or not they are so filed.

8.8 Procedures of Boards or Committees

8.8.1 Meetings

All boards or committees shall meet in compliance with Open Meeting Laws at such times and places as they may, by their own rules, prescribe. Additional meetings of any board or committee shall be held on the call of the respective chair or by a majority of the members thereof.

8.8.2 Rules and Minutes

Each board or committee shall determine its own rules and order of business unless otherwise provided by the Charter or by Town Bylaw and shall provide for the keeping of minutes of its proceedings. Copies of these rules and minutes shall be publicly available in the Office of the Town Clerk **and on the Town website** ~~and in the Library.~~

8.8.3 Voting

Except on procedural matters, all votes of all boards or committees shall be taken by a show of hands, or roll call vote, the results of which shall be recorded in the minutes. A majority vote shall be necessary to adopt any motion, order, appointment or approval to take any action not entirely procedural in nature.

8.8.4 Quorum

A majority of the number of members of a board or committee specified in the Charter or other action creating such board or committee shall constitute a quorum thereof, but a smaller number may adjourn a board or committee meeting ~~from time to time~~ **to another time.**

8.9 Elections

8.9.1 Annual Town Elections

The choice of elected Town Officers and Town Meeting Members, as well as referendum questions, shall be acted upon and determined on the date fixed by Town Bylaw by voters on official ballots without party or other designation.

8.9.2 Procedures

All elections held pursuant to the Charter shall be conducted in accordance with the election laws of the Commonwealth of Massachusetts.

8.9.3 Any town-wide election shall be held at the same time for each precinct at a place or places designated by the ~~Board of Selectmen~~ **Select Board.**

8.10 Vacancies on Boards or Committees

Whenever a new board or committee is established, or a vacancy occurs on any existing board or committee, the appointing authority shall forthwith cause notice of the vacancy to be publicly available for not less than fifteen (15) days. Any person who desires to be considered for appointment to the position may, prior to the time the position is actually filled, file with the Town Clerk a statement setting forth ~~his~~ **their** interest in and qualifications for the position.

8.11 Recall Procedures

8.11.1 Application

Any holder of an elective office, other than a Town Meeting Member, with more than six (6) months remaining in the term for which ~~he~~ they were ~~was~~ elected, may be recalled therefrom by the voters in the manner provided in this section. No recall petition shall be filed against a Town Officer within three (3) months after ~~he~~ they takes office.

8.11.2 Recall Petition

Two hundred and fifty (250) or more voters, including at least twenty-five (25) voters from each of the precincts into which the Town is divided, may file with the Town Clerk an affidavit containing the name of the Town Officer whose recall is sought and a sworn statement of the grounds upon which the affidavit is based. The Town Clerk shall, within twenty-four (24) hours of receipt, submit the affidavit to the Board of Registrars of Voters who shall forthwith certify thereon the number of signatures that are names of voters. A copy of the affidavit shall be entered in a record book to be kept in the office of the Town Clerk.

If the affidavit contains sufficient signatures, the Town Clerk shall deliver to the first ten voters listed upon the affidavit, blank petition forms, in such number as requested, demanding such recall, with his signature and official seal attached thereto. They shall be dated and addressed to the ~~Board of Selectmen~~ Select Board; shall contain the names of all persons to whom they are issued, the name of the person whose recall is sought and the grounds for recall as stated in the affidavit; and shall demand the election of a successor to the office held by such person. The recall petitions shall be returned and filed with the Town Clerk within twenty one (21) days following the date of the filing of the affidavit, signed by at least ten percent (10%) of the voters and containing their names and addresses; provided, however, that not more than twenty five percent (25%) of the total number signatures may be from voters registered in any one precinct.

8.11.3 Recall Election

If the petition is certified by the Board of Registrars of Voters to be sufficient, it shall forthwith submit the petition with its certificate to the ~~Board of Selectmen~~ Select Board. Upon its receipt of the certificate, the ~~Board of Selectmen~~ Select Board shall forthwith give written notice of the petition and certificate to the Town Officer whose recall is sought, by mail, postage prepaid, to ~~his~~ their address as shown on the most recent voting list; and shall cause notice of the petition and certificate to be publicly available. If such Town Officer does not resign ~~his~~ said office within five (5) days after the date of such notice, the ~~Board of Selectmen~~ Select Board shall order an election to be held not less than 64 days or not more than 90 days from the date the ~~Board of Selectmen~~ Select Board orders the election; provided, however, that if any other town election is to occur not less than 70 days or not more than 90 days after the date of the certificate, the ~~Board of Selectmen~~ Select Board shall hold the recall election on the date of such other election.

If a vacancy occurs in said office after a recall election has been ordered, the election shall nevertheless proceed as provided in this section, and the ballots for candidates shall, notwithstanding a recall provision to the contrary, be counted to determine a successor in office.

8.11.4 Nomination of Candidates

No Town Officer whose recall is sought may be a candidate to succeed ~~himself~~ themselves in the recall election. The nomination of candidates, the publication of

the Warrant for the recall election, and the conduct of the election shall all be in accordance with the provisions of law relating to elections.

8.11.5 Propositions on Ballot

Ballots used in a recall election shall state the following propositions in the order indicated:

For the recall of (name of Town Officer)
Against the recall of (name of Town Officer)

Adjacent to each proposition, there shall be a place to vote for either of the said propositions. After the proposition shall appear the word "candidates" and the names of candidates nominated pursuant to Massachusetts General Laws Chapter 54, Section 42.

If a majority of the votes cast upon the question of recall is in the affirmative, the candidate receiving the highest number of votes shall be declared elected and the incumbent shall be deemed removed upon the qualification of his ***their*** successor, who shall hold office during the unexpired term; provided, however, that, if the successor fails to qualify within five (5) days after receiving notification of his ***their*** election, the incumbent shall thereupon be deemed removed and the office shall be deemed vacant.

If a majority of votes cast upon the question of recall is in the negative, no candidate shall be declared elected, and the Town Officer whose recall was sought shall continue in office for the remainder of his ***their*** unexpired term, subject to recall as before.

8.11.6 Repeat of Recall Petition

No recall petition shall be filed against a Town Officer subjected to a recall election and not recalled thereby, until at least six (6) months after the election at which his ***their*** recall was submitted to the voters.

8.12 Removal of an Appointed Board or Committee Member

8.12.1 Removal Process

The appointing authority ***of any board or committee*** may remove ***(1)*** an appointed member of ***such*** a board or committee with more than six (6) months remaining in the term for which he was ***they were*** appointed; ***or (2) an appointed member of such board or committee who is serving with no specified term length. For purposes of Article 8.12, the term appointing authority shall include the board or commission, Town Officer, or employee, including those employees serving without compensation and subject to Massachusetts General Laws Chapter 268A, who exercises such appointment or removal power pursuant to law or otherwise obtained through delegation.***

The process for such removal may be initiated in any of three methods:

- a The appointing authority may, by majority vote, cause a notice of removal to be filed with the Town Clerk. ***The notice shall be in writing and shall specify the grounds for such removal request;***
- b A board or committee may, by majority vote, submit a written request that the appointing authority remove one of its members, specifying the grounds for such

- removal request in writing and causing a notice of removal to be filed with the Town Clerk;
- c One hundred (100) or more voters may file with the Town Clerk a petition requesting the removal of a member of a board or committee, specifying the grounds for such removal. Upon certification by the Board of Registrars of Voters of a sufficient number of valid signatures, the Town Clerk shall immediately notify the appointing authority thereof.

A copy of the notice, request, petition, or certification shall be delivered by the Town Clerk to the board or committee member forthwith. Delivery shall be by mail, postage prepaid, to their last known address.

8.12.2 Public Hearing

A public hearing shall be convened by the appointing authority not less than twenty (20) nor more than thirty (30) days after a notice, request or valid petition ~~for~~ removal is filed with the Town Clerk. Not less than ~~five (5) days (see Section 8.5)~~ **ten (10) days** prior to such hearing, written notice thereof shall be given by the Town Clerk to the board or committee member whose removal is sought, by mail, postage prepaid, to ~~his~~ **their** last known address. Not less than forty-eight (48) hours prior to the time set for the commencement of the public hearing, the board or committee member shall be entitled to file a written statement with the appointing authority responding to the reasons cited for the proposed removal. The board or committee member may be represented by counsel at the public hearing, and shall be entitled to present evidence, call witnesses and, personally or through counsel, question any witnesses appearing at the hearing.

8.12.3 Removal

The appointing authority may, by majority vote, adopt a final resolution of removal, which shall be effective upon adoption. Failure to adopt a final resolution of removal within thirty (30) days of the **close of the** public hearing shall be deemed to be a disapproval of such resolution. The action of the appointing authority in removing the board or committee member shall be final, it being the intention of this provision to vest all authority and fix all responsibility for such removal in the appointing authority. The board or committee member shall continue to serve on the board or committee until a final resolution of removal has become effective.

8.13 Resignation of Town Officers

Any person holding an elective or appointive office may resign ~~his~~ **their** office by filing a notice of resignation with the Town Clerk, and such resignation shall be effective immediately upon such filing, unless a time certain is specified therein when it shall take effect.

8.14 Town Seal

The Town Seal in existence at the time of adoption of the Charter shall continue to be the Town Seal and shall be kept in the custody of the Town Clerk. Papers or documents issued by any Town Officer or Town Agency may be attested by use of the Town Seal.

or take any other action with respect thereto.

Select Board

ARTICLE 9 To see if the Town will vote to authorize the Select Board, on its behalf, to petition the General Court for passage of a special law substantially as provided below. The Legislature may make clerical or editorial changes in form only to the bill, unless the Select Board approves amendments to the bill before enactment by the Legislature. The Select Board is hereby authorized to approve amendments that shall be within the scope of the general public objectives of this petition.

AN ACT RELATIVE TO THE TOWN OF READING HOME RULE CHARTER

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

Section 1: Article 1 of the Town of Reading Home Rule Charter as amended through by November 1, 2025, a copy of which is on file in the office of the archivist of the Commonwealth pursuant to Chapter 43B of the General Laws, is hereby amended by striking the definition of “Majority Vote” in section 1.6 thereof in its entirety and inserting, in place thereof, the following definition:

Majority Vote – The term “majority vote” shall mean the affirmative vote of a majority of those present and voting provided that a quorum of the body is present.

Section 2: Article 2 of said Charter is hereby amended by striking section 2.6 thereof in its entirety and inserting, in place thereof, the following section:

2.6 Vacancies

A Town Meeting Member may resign by filing a written notice with the Town Clerk. A Town Meeting Member who terminates residency in the Town shall cease to be a Town Meeting Member. A Town Meeting Member who moves their residence from the precinct from which they were elected to another precinct shall serve only until the next Annual Town Election.

If any person elected as a Town Meeting Member fails to attend one-half or more of the total Town Meeting sessions within one year preceding the most recent Annual Town Election, their seat may be declared vacant by a majority vote of the Town Meeting, after providing the member an opportunity to be heard.

The Select Board shall place an Article on the Annual Town Meeting Warrant to remove any such Town Meeting Member from office. At least seven (7) days prior to the Annual Town Meeting, the Town Clerk shall notify any such Town Meeting Member that they may be removed from office, provided, however, that such notice shall be deemed adequate if mailed postage prepaid to the Town Meeting Member's last known address.

Any vacancy in a Town Meeting position may be filled until the next Annual Town Election by a vote of the remaining Town Meeting Members of the precinct, provided, however, that the balance of any unexpired term shall be filled at the next Annual Town Election. In the event of a vacancy, the Town Clerk shall give written notice thereof to the remaining Town Meeting Members of the precinct

and shall publish such notice in a local news medium. Such notice shall provide at least seven (7) day's advance notification of the time and place for a precinct meeting for the purpose of temporarily filling the vacancy.

Section 3: Article 5 of said Charter is hereby amended by striking section 5.1 thereof in its entirety and inserting, in place thereof, the following section:

5.1 Appointment, Qualifications and Term

The Select Board shall appoint a Town Manager, who shall be appointed solely on the basis of their executive and administrative qualifications. The Town Manager shall be a professionally qualified person of proven ability, especially fitted by education, training and previous experience. The candidate shall have at least three (3) years of full-time paid experience as a City or Town Manager or Assistant City or Town Manager or five (5) years of equivalent level public or private sector experience.

The terms of the Town Manager's employment shall be the subject of a written contract, for a term not to exceed three (3) years, setting forth their tenure, compensation, vacation, sick leave, benefits, and such other matters as are customarily included in an employment contract. The Town Manager's employment contract shall be in accordance with and subject to the provisions of the Charter and shall prevail over any conflicting provision of any personnel bylaw, rule, or regulation. The Town Manager's compensation shall not exceed the amount annually appropriated for that purpose.

The Town Manager shall devote full time to the office and, except as expressly authorized by the Select Board, shall not engage in any other business or occupation. Except as expressly provided in the Charter, the Town Manager shall not hold any other public elective or appointive office in the Town; provided, however, that, with the approval of the Select Board, the Town Manager may serve as the Town's representative to regional boards, commissions or similar entities, but shall not receive any additional salary from the Town for such services.

Section 4: Article 5 of said Charter is hereby further amended by striking section 5.4.2 thereof in its entirety and inserting, in place thereof, the following section:

5.4.2 Long-Term Absence

In the event of the absence, incapacity, or illness of the Town Manager in excess of thirty (30) days, the Select Board shall without delay appoint a qualified individual to serve as Acting Town Manager until the Town Manager returns., under terms of employment to be determined by the Select Board and in accordance with Section 5.4.4.

Section 5: Article 8 of said Charter is hereby amended by striking section 8.11.2 thereof in its entirety and inserting, in place thereof, the following section:

8.11.2 Recall Petition

Two percent (2%) of registered voters, including at least twenty-five (25) voters from each of the precincts into which the Town is divided, shall file with the Town Clerk an affidavit containing the name of the Town Officer whose recall is sought and a sworn statement of the grounds upon which the affidavit is based. The affidavit shall contain a factual statement which alleges and includes relevant evidence of an explicit legal or ethical breach of the officeholder's sworn responsibilities. The Town Clerk shall, within twenty-four (24) hours of receipt, submit the affidavit to the Board of Registrars of Voters who shall forthwith certify thereon the number of signatures that are names of voters. A copy of the affidavit shall be entered in a record book to be kept in the office of the Town Clerk.

If the affidavit contains sufficient signatures, the Town Clerk shall deliver to the first ten voters listed upon the affidavit, blank petition forms, in such number as requested, demanding such recall, with the Town Clerk's signature and official seal attached thereto. The Town Clerk shall cause to be delivered a copy of the affidavit by certified mail to the elected official's address of record whose recall is being sought within five business days of the blank petition forms being delivered. They shall be dated and addressed to the Select Board; shall contain the names of all persons to whom they are issued, the name of the person whose recall is sought and the grounds for recall as stated in the affidavit; and shall demand the election of a successor to the office held by such person. The recall petitions shall be returned and filed with the Town Clerk within thirty (30) days following the date of the filing of the affidavit, signed by at least twenty percent (20%) of the voters and containing their names and addresses; provided, however, that not more than twenty percent (20%) of the total number signatures may be from voters registered in any one precinct.

Section 6: The Reading town clerk may make non-substantive changes to the numbering of the sections of the town of Reading home rule charter.

Section 7: This Act shall take effect upon approval by the voters, at a local election, of the further amendments to the Town of Reading Home Rule Charter adopted pursuant to Article 8 of the November 10, 2025 special town meeting.

or take any other action with respect thereto.

Select Board

ARTICLE 10 To see if the Town will vote to raise and appropriate, transfer from available funds, borrow or otherwise provide \$50,000 or any other sum or sums of money for removal of invasive plant species from the Town Forest; or take any other action with respect thereto.

Town Forest Committee

ARTICLE 11 To see if the Town will vote to adopt a bylaw regulating the clearing of public sidewalks by (1) inserting a new Article 8.15 into the Town's General Bylaw, as follows:

Article 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 and Administration

8.15.4.1 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.

8.15.4.2 This bylaw shall take effect on November 1, 2024, or immediate after it is posted by the Town Clerk in accordance with G.L. c.40, §32, whichever is later.

And (2) by amending Article 1.8 of the General Bylaws by inserting a new line in the table, 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; and	\$100	\$200	\$200

		Police Department			
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or take any other action with respect thereto.

Bylaw Committee

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 10, 2025, 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 ____th day of _____, 2025.

Christopher Haley, Chair

Melissa Murphy, Vice Chair

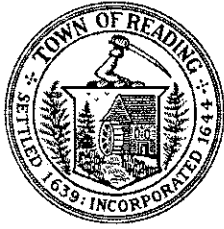
Karen Rose-Gillis, Secretary

Carlo Bacci, Member

Karen Gately Herrick, Member

SELECT BOARD OF READING

, Constable



Town of Reading
16 Lowell Street
Reading, MA 01867-2685

Matthew A. Kraunelis, Esq.
Town Manager
Office: (781) 942-9043
mkraunelis@readingma.gov

To: Select Board
From: Matthew A. Kraunelis
CC: Select Board Packet
Date: September 16, 2025
RE: National Opioid Settlements

The following pages in your packet contain participation and release forms with regard to the National Opioid Settlements. These documents are very technical, so I am including this brief memo in the Select Board Packet. Reading has received two sets of Docusign instructions for the two national opioid settlements that are currently being finalized:

1. Participation form and release for the Purdue/Sackler settlement; and
2. Participation form and release for the Secondary Manufacturers settlement (Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus).

Reading is already receiving funds from a previous national opioid litigation settlement. Participation in the new settlements will not affect the funds already being received by the Town. Funds received pursuant to these new settlements must be used for opioid abatement purposes, just like the funds already being received.

Reading stands to receive an estimated maximum of \$82,626.16 over the next 15 years from the Purdue/Sackler settlement and \$16,086.26 over the next 10 years from the Secondary Manufacturers settlement, according to information provided by the Attorney General's Office. Receipt of the maximum payment depends in part on the Purdue bankruptcy plan being approved in Bankruptcy Court, as it makes up part of the total Purdue/Sackler settlement amount. It also depends on the number of cities and Towns that settle, as the amount is increased with greater participation.

New National Opioids Settlement: Purdue
Opioids Implementation Administrator
opioidsparticipation@rubris.com

READING TOWN, MA
Reference Number: CL-1749391

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: September 30, 2025

A new proposed national opioids settlement has been reached with Purdue (and certain of its affiliates) and the Sackler family. This *Participation Package* is a follow-up communication to the *Notice of New National Opioids Settlement* recently received electronically by your subdivision.

The proposed settlement is being implemented in connection with Purdue's bankruptcy proceedings, and consists of, among other things, a settlement of Purdue's claims against the Sacklers and certain other parties (referred to as the "Purdue Estate Settlement"), and settlements of direct claims against the Sacklers held by States, local governments and other creditors (collectively, the "Purdue Direct Settlement", and together with the Estate Settlement, the "Purdue Settlement"). The Purdue Direct Settlement for States and local governments is documented in the Governmental Entity and Shareholder Direct Settlement Agreement.

You are receiving this *Participation Package* because all eligible States and territories, including the Commonwealth of Massachusetts, are participating in the Purdue Direct Settlement.

This electronic envelope contains:

- The *Participation Form* for the Purdue Direct Settlement, including a release of any claims

The *Participation Form* must be executed, without alteration, and submitted on or before September 30, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the Purdue Direct Settlement.

Based upon subdivision participation forms received on or before September 30, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for the Purdue Settlement to move forward and whether a state earns its maximum potential payment under the Purdue Direct Settlement. If the Purdue Settlement moves forward and goes effective, your release will become

effective. If the Purdue Settlement does not move forward, that release will not become effective.

Any subdivision that does not participate in the Purdue Direct Settlement cannot directly share in the Purdue Direct Settlement funds, even if other subdivisions in the state are participating and sharing in those Purdue Direct Settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive Purdue Settlement funds by participating; decisions on how Purdue Settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the Purdue Settlement with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for the Purdue Settlement the same as they did for the prior opioids settlements but states may choose to treat the Purdue Settlement differently.

Information and documents regarding the Purdue Settlement, including a complete copy of the Governmental Entity and Shareholder Direct Settlement Agreement, and how it is being implemented in your state and how funds will be allocated within your state can be found on the national settlement website at <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Form* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Participation Form* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Participation Form* using DocuSign, the signed *Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com.

Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. You may also contact opioidsparticipation@rubris.com.

YOU MUST PARTICIPATE IN THE PURDUE DIRECT SETTLEMENT BY RETURNING YOUR PARTICIPATION FORM IN ORDER TO RECEIVE THE BENEFITS OF THE PURDUE SETTLEMENT.

Please note that this is NOT a solicitation or a request for subdivisions to submit votes on the Purdue bankruptcy plan. This settlement package only pertains to a decision to participate in the Purdue Direct Settlement. If you receive a package to vote on the plan you should follow the applicable instructions for voting. PLEASE NOTE THAT VOTING ON THE PLAN IS SEPARATE FROM PARTICIPATION IN THE PURDUE DIRECT SETTLEMENT.

The sign-on period for subdivisions ends on September 30, 2025.

If you have any questions about executing the *Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or the Massachusetts Attorney General's Opioid Settlement Team at MAOpioidSettlements@mass.gov.

Thank you,

Implementation Administrator for the Purdue Direct Settlement

The Implementation Administrator is retained to provide the settlement notice required by the Purdue Direct Settlement to manage the collection of the participation forms for it.

EXHIBIT K
Subdivision Participation and Release Form

Governmental Entity: READING TOWN	State: MA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the “*Agreement*”)¹, and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopiodsettlement.com>.
3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as and to the extent provided in, and for resolving disputes to the extent provided in, the

¹ Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.

Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the “Shareholder Released Claims”, and as it pertains to the Released Parties other than the Shareholder Released Parties, the “Released Claims”). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.
9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term “Shareholder Released

Claims” and “Released Claims”) are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity’s power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.
11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.
12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities’ decision to participate in the Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.
14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

New National Opioids Settlement: Secondary Manufacturers
Opioids Implementation Administrator
opioidsparticipation@rubris.com

READING TOWN, MA
Reference Number: CL-1772166

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SECONDARY MANUFACTURERS SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: October 8, 2025

A new proposed national opioids settlement ("*Secondary Manufacturers Settlements*") has been reached with eight opioids manufacturers: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus ("*Settling Defendants*"). This *Combined Participation Package* is a follow-up communication to the *Notice of National Opioids Settlement* recently received electronically by your subdivision.

You are receiving this *Combined Participation Package* because the Commonwealth of Massachusetts is participating in the Secondary Manufacturers Settlements.

If a state is not eligible to or does not participate in the settlement with a particular manufacturer, the subdivisions in that state are not eligible to participate in that manufacturer's settlement.

This electronic envelope contains:

- A *Combined Participation Form* for the *Secondary Manufacturers Settlements* that your subdivision is eligible to join, including a release of any claims.

The *Combined Participation Form* must be executed, without alteration, and submitted on or before October 8, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the *Secondary Manufacturers Settlement*.

Based upon *Combined Participation Forms* received on or before October 8, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for each settlement to move forward and whether a state earns its maximum potential payment under each settlement. If a settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also

reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *Secondary Manufacturers Settlements* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for this new settlement the same as they did for the prior opioids settlements but states may choose to treat this settlement differently.

Information and documents regarding the *Secondary Manufacturers Settlements*, implementation in your state, and how funds will be allocated within your state can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

This *Participation Packet* is different than the participation packet you recently received from Rubris concerning a settlement with Purdue Pharma, L.P, and the Sackler Family. The *Secondary Manufacturers Settlements* discussed in this *Participation Packet* are different than the settlement with Purdue and the Sacklers, and you may participate in the *Secondary Manufacturers Settlements* regardless of whether you join the Purdue and Sackler settlement.

How to return signed forms:

There are three methods for returning the executed *Combined Participation Form* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Combined Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Combined Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Combined Participation Form* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Combined Participation Form* using DocuSign, the signed *Combined Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and

reference ID of your subdivision in the body of the email and use the subject line Combined Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Combined Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/additional-settlements/>. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on October 8, 2025.

If you have any questions about executing the *Combined Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or the Attorney General's Office's Opioid Settlement Team at maopioidsettlements@mass.gov.

Thank you,

Secondary Manufacturers Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the Secondary Manufacturers Settlements and to manage the collection of the Combined Participation Form.

EXHIBIT K**Secondary Manufacturers' Combined Subdivision Participation and Release Form**
("Combined Participation Form")

Governmental Entity: READING TOWN	State: MA
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to each of the settlements which are listed in paragraph 1 below (each a "Secondary Manufacturer's Settlement" and collectively, "the Secondary Manufacturers' Settlements"), and acting through the undersigned authorized official, hereby elects to participate in each of the Secondary Manufacturers' Settlements, release all Released Claims against all Released Entities in each of the Secondary Manufacturers' Settlements, and agrees as follows.

1. The Participating Entity hereby elects to participate in each of the following Secondary Manufacturers' Settlements as a Participating Entity:
 - a. Settlement Agreement for Alvogen, Inc. dated April 4, 2025.
 - b. Settlement Agreement for Apotex Corp. dated April 4, 2025.
 - c. Settlement Agreement for Amneal Pharmaceuticals LLC dated April 4, 2025.
 - d. Settlement Agreement for Hikma Pharmaceuticals USA Inc. dated April 4, 2025.
 - e. Settlement Agreement for Indivior Inc. dated April 4, 2025.
 - f. Settlement Agreement for Viatrix Inc. ("Mylan") dated April 4, 2025.
 - g. Settlement Agreement for Sun Pharmaceutical Industries, Inc. dated April 4, 2025.
 - h. Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. dated April 4, 2025.
2. The Governmental Entity is aware of and has reviewed each of the Secondary Manufacturers' Settlements, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in each of the Secondary Manufacturers' Settlements, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in each of the Secondary Manufacturers' Settlements and become a Participating Subdivision as provided in each of the Secondary Manufacturers' Settlements.
3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in each of the Secondary Manufacturers' Settlements. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity

authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of the manufacturers listed in paragraph 1 above substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.

4. The Governmental Entity agrees to the terms of each of the Secondary Manufacturers' Settlements pertaining to Participating Subdivisions as defined therein.
5. By agreeing to the terms of each of the Secondary Manufacturers' Settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through each of the Secondary Manufacturers' Settlements solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court and agrees to follow the process for resolving any disputes related to each Secondary Manufacturer's Settlement as described in each of the Secondary Manufacturers' Settlements.¹
8. The Governmental Entity has the right to enforce each of the Secondary Manufacturers' Settlements as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in each of the Secondary Manufacturers' Settlements, including without limitation all provisions related to release of any claims,² and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in each of the Secondary Manufacturers' Settlements in any forum whatsoever. The releases provided for in each of the Secondary Manufacturers' Settlements are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in each of the Secondary Manufacturers' Settlements the broadest possible bar against any liability relating in any way to Released

¹ See Settlement Agreement for Alvogen, Inc. Section VII.F.2; Settlement Agreement for Apotex Corp. Section VII.F.2; Settlement Agreement for Amneal Pharmaceuticals LLC Section VII.F.2; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section VII.F.2; Settlement Agreement for Indivior Section VI.F.2; Settlement Agreement for Mylan Section VI.F.2; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section VII.F.2; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section VII.F.2.

² See Settlement Agreement for Alvogen, Inc. Section XI; Settlement Agreement for Amneal Pharmaceuticals LLC Section X; Settlement Agreement for Apotex Corp. Section XI; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section XI; Settlement Agreement for Indivior Section X; Settlement Agreement for Mylan Section X; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section XI; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section XI.

Claims and extend to the full extent of the power of the Governmental Entity to release claims. Each of the Secondary Manufacturers' Settlements shall be a complete bar to any Released Claim against that manufacturer's Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in each of the Secondary Manufacturers' Settlements.
11. In connection with the releases provided for in each of the Secondary Manufacturers' Settlements, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in each of the Secondary Manufacturers' Settlements, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in each of the Secondary Manufacturers' Settlements.

12. The Governmental Entity understands and acknowledges that each of the Secondary Manufacturers' Settlements is an independent agreement with its own terms and conditions. Nothing herein is intended to modify in any way the terms of any of the Secondary Manufacturers' Settlements, to which Governmental Entity hereby agrees, aside from the exceptions in paragraph 13 below. To the extent this Combined Participation Form is interpreted differently from any of the Secondary Manufacturers' Settlements in any respect, the individual Secondary Manufacturer's Settlement controls.
13. For the avoidance of doubt, in the event that some but not all of the Secondary Manufacturers' Settlements proceed past their respective Reference Dates, all releases and other commitments or obligations shall become void **only as to** those Secondary Manufacturers' Settlements that fail to proceed past their Reference Dates. All releases and other commitments or obligations (including those contained in this Combined Participation Form) shall remain in full effect as to each Secondary Manufacturer's Settlement that proceeds past its Reference Date, and this Combined Participation Form need not be modified, returned, or destroyed as long as any Secondary Manufacturer's Settlement proceeds past its Reference Date.

I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

From: [Kraunelis, Matthew](#)
To: [Haley, Christopher](#); [Murphy, Melissa](#)
Cc: [LaVerde, Jacquelyn](#)
Subject: FW: Next steps on the Mulberry Forest school for Reading School Committee
Date: Wednesday, September 10, 2025 2:59:26 PM

From: Brandt, Shawn <Shawn.Brandt@reading.k12.ma.us>
Sent: Friday, August 29, 2025 10:38 AM
To: Mary Jirmanus Saba <mary.jirmanus@gmail.com>
Cc: Nazzaro, Carla <Carla.Nazzaro@reading.k12.ma.us>; Milaschewski, Thomas <Thomas.Milaschewski@reading.k12.ma.us>; Kraunelis, Matthew <mkraunelis@readingma.gov>; Wellman, Jayne <jwellman@readingma.gov>; Martha Moore <moore944@gmail.com>; bpbowe@outlook.com
Subject: Next steps on the Mulberry Forest school for Reading School Committee

Mary,

I wanted to follow up from last week's meeting with a note summarizing the concerns that I think are primary for our members. As I understand it based on our discussion last week, there are at least three key issues that appear to be non-starters for one or more members of the committee:

- The building not currently having an appropriate Certificate of Occupancy that will allow your program to begin operating. This seems like a foundational requirement and the Committee clearly is concerned about the safety and appropriateness of the physical plant until that is resolved.
- Clarity regarding and confidence in the qualifications of the individuals who will be with the children all day, every day. We heard a lot about the extensive backgrounds of some of the board members and some of the staff, but there seemed to be confusion and concern about the appropriateness of certifications / qualifications of other members, expectations for staff that have not yet been identified, the status of "in-flight" certifications, etc.
- A number of cases where there appeared to be confusion about, and potentially

misleading statements about issues including the backgrounds of certain associated individuals, the non-profit structure and status, etc. Publicly available records and documents appear to contradict what we heard during the meeting.

If the team wants to review the concerns in more detail, I'd encourage you to rewatch the discussion, which is available on youtube: <https://www.youtube.com/watch?v=6jUKOOOhnXg&t=6014s>

We don't have a particular set of guidelines to determine when your team should return to the SC, but I'd suggest that a meeting with Vice Chair Carla Nazzaro and I when you feel you're ready would be a good first step. That would allow us to ensure that any follow up appearance before the School Committee will be productive and additive.

Please let me know if you have any questions.

Thanks,
Shawn Brandt
Chair, Reading School Committee

October 7, 2025			
	Pledge of Allegiance		7:00
	Overview of Meeting		
	Public Comment (for any items not included on the agenda)		7:05
	Town Manager Report		7:15
	Community Spotlight		
	Discuss Establishment of a Commission on Disabilities in Reading	Albert	15 mins
	Proclamation for Italian Heritage Month		
	Select Board Liaison Reports		
	Future Agendas		
	Approve Meeting Minutes		
	Possible Executive Session: Facilities Union		
October 21, 2025			
	Pledge of Allegiance		7:00
	Overview of Meeting		
	Public Comment (for any items not included on the agenda)		7:05
	Town Manager Report		7:15
	Community Spotlight		
	Fiscal Year 26 Tax Classification Preview	Santaniello	
	Select Board Liaison Reports		
	Future Agendas		
	Approve Meeting Minutes		
November 4, 2025			
	Pledge of Allegiance		7:00
	Overview of Meeting		
	Public Comment (for any items not included on the agenda)		7:05
	Town Manager Report		7:15
	Community Spotlight		
	Select Board Reorganization		
Public Hearing	Public Hearing: Discuss and Vote Fiscal Year 2026 Tax Classification	Santaniello	
	Review 2026 Meeting Schedule		
	Select Board Liaison Reports		
	Future Agendas		
	Approve Meeting Minutes		
November 10, 2025	Town Meeting		
November 13, 2025	Town Meeting		
November 17, 2025	Town Meeting		
November 20, 2025	Town Meeting		

Select Board

September 9, 2025

Town Hall – Select Board Meeting Room

Members Present: Chris Haley, Melissa Murphy, Karen Rose-Gillis, Carlo Bacci, Karen Gately Herrick (8:30 pm)

Others Present: Town Manager Matt Kraunelis, Assistant Town Manager Jayne Wellman, Fire Chief Rick Nelson, CFO Sharon Angstrom (remote), Town Clerk Laura Gemme, Taylor Gregory, Town Counsel Ivria Fried (remote), Simone Payment, Sean Tesoro, Chris Soria, Judy Coltman, Angela Binda, Jeff Lamson, Bob Beckman (remote), Laura Stella (remote), Kate Harrington (remote), Meg Alfoni (remote),

Charter Review Committee Members: Raymond Porter, Jeff Struble, Jonathan Barnes, Alan Foulds, Jesse Arnold (remote)

This meeting was held in-person in the Town Hall Select Board Meeting Room and remotely via Zoom.

Chair Chris Haley called the meeting to order at 7:00 pm.

Public Comment (For any items not included on the agenda)

Angela Binda of Orchard Park Drive noted that at the last meeting, the Select Board designee of the Reading Ice Arena Authority misspoke when he called the payment to the town a donation and clarified that it is a rent payment in lieu of taxes.

Town Manager Report

Town Manager Matt Kraunelis began by thanking the organizers, sponsors, and volunteers for another successful Fall Street Faire this past weekend. The MBTA is meeting with abutters to the proposed turnback track, with a public meeting for the public at large to attend on September 15th. In preparation for the upcoming Subsequent Town Meeting, the Bylaw Committee will be hosting two public forums on the proposed Snow Shoveling Bylaw: a virtual forum on September 16th, and a hybrid forum on September 24th. The Finance Committee has planned their Financial Forum for October 8th.

Mr. Kraunelis recapped a meeting that he and Chair Haley had with Austin Prep Headmaster, Dr. Hickey, earlier today. He noted that construction is underway, and the school is making efforts to address neighbors' concerns. He also noted that the recent parking restrictions implemented on Arcadia Avenue seem to be working.

Mr. Kraunelis also shared that Bertucci's on Walkers Brook Drive closed at the end of August and surrendered its liquor license. A new restaurant is in the works for that location.

Mr. Kraunelis concluded by remembering the victims of September 11, 2001, especially the first responders, as the anniversary approaches later this week.

Community Spotlight

Town Manager Matt Kraunelis congratulated Fusilli's Cucina on celebrating its ten year anniversary. He also congratulated staff member Avantika Mehta, Human Resources Benefits Specialist, on her five year anniversary with the Town.

Update from Reading Food Pantry

Reading Food Pantry (RFP) Executive Director, Simone Payment, and Board President, Sean Tesoro, presented the history of the organization and the services it provides. In 2024, the RFP served over 4,000 residents, and distributed more than 15,000 bags of food. Due to economic changes in the last few years, use of the pantry has increased substantially. The RFP has outgrown their current space, and faces several challenges including, space constraints, limited food storage capacity, lack of accessibility, and storage on different levels that create logistical and safety issues. The RFP respectfully requested partial use of the Pleasant Street Center (PSC) for future expansion of the RFP headquarters, when the Reading Center for Active Living is complete. Board members expressed interest in continuing the conversation of a rent agreement for the PSC in the future.

Discuss and Vote on 413 Main Street Early Opening

Chair Chris Haley opened the Public Hearing and Karen Rose-Gillis read the Hearing Notice. The Select Board discussed McDonald's request for an early opening at 5 AM. The Board agreed that it would be acceptable to open the inside of the store only at 5:00 am, while the opening of the drive-thru should remain at 6:00 AM, consistent with the recommendations of the Police Department and Planning Division.

Karen Rose-Gillis moved to close the Public Hearing regarding the early opening request for 413 Main Street. The motion was seconded by Carlo Bacci and approved by a vote of 4-0.

Karen Rose Gillis moved to approve a license to operate a retail business between the hours of midnight and 6:00 a.m. pursuant to Section 7.7 of the Reading General Bylaws and further pursuant to Section 3.8 of the Select Board Policies to McDonald's, 413 Main Street. This license is for approval to open for business not earlier than 5:00 a.m. indoors only, and 6:00 a.m. for the drive thru. In granting this license the board finds:

- 1. In accordance with Section 7.7.4.1 of the General Bylaws that the operation of the establishment will not cause unreasonable disruption or disturbance to, or otherwise adversely affect, the customary character of any adjacent or nearby residential neighborhood; and**
- 2. In accordance with Section 7.7.4.2 of the General Bylaws that the operation of the establishment is reasonably necessary to serve the public health, safety and welfare, serves a public need and provides a public convenience which outweighs any increase in the impacts on the adjacent or nearby residential.**

The motion was seconded by Melissa Murphy and approved by a vote of 4-0.

Discuss and Vote to Approve Meeting Minutes: August 26, 2025

Karen Rose-Gillis moved to approve the meeting minutes of August 26, 2025, as presented. The motion was seconded by Carlo Bacci and approved by a vote of 4-0.

Discuss Potential Override/Budget Review - Vote on Fire Department Permit Fees

Fire Chief Rick Nelson reviewed his presentation from the last meeting with proposed increases to the Fire Department fee schedule. The Board briefly discussed and agreed with the changes.

Karen Rose-Gillis moved that the Board adopt the updated Fire Department Permit Fee Schedule as presented. The motion was seconded by Melissa Murphy and approved by a vote of 4-0.

Select Board Liaison Reports

Karen Rose-Gillis shared her community engagements including attending the Eastern Gateway meeting where forum results were reviewed, attending the Permanent Building Committee meeting, meeting Town Meeting Member Ron Powell at his office hours, attending the Fall Street Faire, attending the Council on Aging meeting, and attending the Town Forest Committee meeting.

Melissa Murphy shared that the RCTV working negotiation group has a draft contract that is being reviewed by Town Counsel and RCTV Counsel. The School Committee did not approve the Mulberry Forest Montessori School. The Field House Project has been completed. The Conservation Commission discussed the shutdown of the Mattera Cabin and what is needed to get squared away with the Building Inspector. The Killam School and ReCAL projects both went before the Community Planning and Development Commission (CPDC) at recent meetings. Killam was approved, while CPDC is asking for clarification on parking for ReCAL.

Carlo Bacci noted that the CPA Study Committee hosted a tent at the Fall Street Faire to get community feedback on recommended percentages. The CPDC approved the Century 21 Boardwalk project on Main Street, and continued the hearing on the proposed Primrose School, as a lot of neighbors came out to voice concerns with parking and safety. He also shared that the City of Salem is abandoning their parking kiosk program in favor of a parking app only, as the city was unhappy with their vendor.

Chris Haley shared details from his visit to Austin Prep with the Town Manager and School Headmaster, Dr. Hickey, to look over the school and their parking project. The dedicated parking for the school at the Depot is no longer needed. The Killam School building project will save \$500,000 by opting for a smaller generator, as the ReCAL will function as the emergency shelter. He met with CPDC Chair Heather Clish regarding the Master Plan Committee and noted that the CPDC hopes to have some follow up in October. He shared that the Angeloni family on Libby Avenue was displaced by a house fire, and a resident has established a GoFundMe to help the family.

Public Information Session 1: Review Charter Changes in Preparation for Town Meeting

As Charter Review Committee Chair, Chris Haley called the Charter Review Committee to order.

Roll call: Jeff Struble, Jonathan Barnes, Ray Porter, Alan Foulds, Jesse Arnold (remote), and Chris Haley.

Town Counsel Ivria Fried reviewed the “Translation Guide” she prepared that outlines the revisions to the Charter, which ones could be adopted through a ballot vote, and which ones necessitate a Special Act.

The Charter Review Committee (CRC) members reviewed the proposed changes to the various sections of the Town Charter, particularly regarding reappointment of Finance Committee and Bylaw Committee members when the Chair is seeking reappointment, voter registration thresholds for referendum petitions, and removal processes for board and committee members.

Karen Gately Herrick arrived at 8:30 pm.

Town Counsel Ivria Fried noted that in Section 5.5.2 the term “last known legal address” is inconsistent with “last known address” in other sections and recommended striking the word “legal” in this instance, as it can be unclear what “legal address” means. As the Charter Review Committee agenda did not include “Vote”, the CRC will include it on their agenda for next week’s meeting.

Karen Gately Herrick expressed concern with the inclusion of termination pay for the Town Manager. Mr. Haley stated that the CRC did discuss the section but did not recall the details. Town Clerk Laura Gemme was tasked with reviewing the minutes from the previous meetings, and the matter would be discussed at the next meeting.

The review of the Charter will continue at next week’s Select Board meeting, with the Charter Review Committee being posted to attend and vote on any other recommended changes discussed.

Preview Subsequent Town Meeting Warrant

Town Manager Matt Kraunelis previewed the Subsequent Town Meeting Warrant, which the Board will vote to close at their next meeting.

Article 1 – Reports: The only anticipated report right now is from the Ad Hoc Community Preservation Act Study Committee.

Article 2 – Instructional Motions.

Article 3 – Changes to the Capital Improvement Program.

Article 4 – Changes to the Fiscal Year 2026 Budget.

Article 5 – Transfer Funds for Capital Projects: There is approximately \$200,000 from previous capital projects that will be reallocated to the upcoming Killam School and Reading Center for Active Living (ReCAL) projects.

Article 6 – Prior Years' Bills: There are no prior years' bills at this time. If no bills come in before Town Meeting, this article will be tabled.

Article 7 – Adopt MGL for Municipal Veterans Assistance Fund: This request comes from the Veterans Agent, which will allow people to add an optional amount to tax bills to be directed to a dedicated Veterans Assistance Fund.

Article 8 – Charter Amendments Part 1: Amendments to be adopted by voters.

Article 9 – Charter Amendments Part 2: Amendments to be adopted by Special Act.

Article 10 – Funding request from the Town Forest Committee.

Article 11 – Snow Shoveling Bylaw. This article proposes a snow shoveling bylaw in the Downtown Smart Growth Overlay District, which may be an issue of conflict for some members who have a business or home in the area. Town Counsel Ivria Fried asked those members to contact her so that she could issue a written determination on whether they could engage in discussions and vote on the matter.

Future Agendas

The board reviewed the agenda for the next meeting, including a lease amendment for the Burbank Ice Arena and appointing a designee to engage in those negotiations, RCTV license extension, discussion on disability commission, authorization for opioid settlements, and liquor license hearings. Other future agenda items include the vote on FY26 tax rates, and a reorganization at the November 4th meeting.

Carlo Bacci moved to adjourn at 10:01 pm. The motion was seconded by Melissa Murphy and approved by a vote of 5-0.