Town of Reading
Meeting Posting with Agenda

RECEIVED
TOWN CLERK
READING, MASS.

2014 MAY -8 P 1:28

Board - Committee - Commission - Council:

Board of Selectmen

Date: 2014-05-13 Time: 7:00 PM

Building: Reading Town Hall Location: Selectmen Meeting Room

Address: 16 Lowell Street

Purpose: General Business

Meeting Called By: Paula Schena on behalf of Chairman John Arena

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:

OFFICE HOUR – Marsie West **6:30**

1) **Reports and Comments**
   - a. Selectmen's Liaison Reports and Comments
   - b. Public Comment
   - c. Town Manager's/Assistant Town Manager's Report
2) **Open Session for topics not reasonably anticipated 48 hours in advance of the meeting**
3) **Proclamations/Certificates of Appreciation**
   - a. Certificate of Recognition – Roland Vazquez 7:15
   - b. Proclamation – Walk Reading Weekend 7:20
   - c. Proclamation – National Public Works Week 7:25
4) **Personnel & Appointments**
5) **Discussion/Action Items**
   - a. Hearing – Liquor License Transfer – Reading Fine Wines 676 Main Street to Brooks Brew and Fine Wines; Change of Manager to Todd Brooks and Pledge of License 7:30
   - b. Reading Housing Authority – AHTF 7:45
   - c. Approval of LIP Refinance – 261 Salem Street, Unit 6 8:00
   - d. Development & Traffic/Safety Workshop 8:15
     - ➢ Approval of Easement for Bus Shelter at 25 Walkers Brook Drive
     - ➢ Development Update
     - ➢ Bike and Pedestrian Plan
     - ➢ Complete Streets Policy
     - ➢ South Main Street DIET
     - ➢ Downtown Parking Rules and Regulations

6) Approval of Minutes
- a. April 15, 2014
- b. April 22, 2014

7) Licenses, Permits and Approvals
- a. One Day Liquor License for Reading Education Foundation Charity Auction
- b. One Day Liquor License for Wine Tasting at St. Anthansius
- c. Common Victualler License for D'Amici's Bakery Inc., at 614 Main Street

8) Executive Session
- a. Approval of Minutes
  April 9, 2014
  April 15, 2014

9) Correspondence

copy a. Email from Milad Saberi re: Paving of Mill Street

2014	DRAFT - BOARD OF SELECTMEN AGENDAS		2014
5/8/2014		Staff Responsibility	Estimated Start time
	May 10, 2014	**Retreat**	**8am-1pm**
	Department Heads strategy session		
	May 13, 2014	**WORKSHOP**	
Office Hour	**Marsie West**		**6:30**
Certificate	**Roland Vazquez - Reading Symphony**		**7:15**
Proclamation	**Walk Reading Weekend**		**7:20**
Proclamation	**National Public Works Week**		**7:25**
HEARING	**Liquor License transfer - The Wine Shop**		**7:30**
	Reading Housing Authority - AHTF		**7:45**
	Approval of LIP Refinance – 261 Salem Street		**8:00**
	Development & Traffic/Safety Workshop		**8:15**
	Approval of Easement Agreement for Bus Shelter at 25 Walkers Brook Drive		
	Development update	**Delios**	
	Bike & Pedestrian Plan	**Wilson**	
	Complete Streets Policy	**Wilson**	
	South Main Street DIET	**Delios**	
	Downtown Parking Rules & Regulations	**Cormier**	
	May 27, 2014		
	Officer Badge Pinning	**Cormier**	**7:20**
HEARING	**Approve Classification & Compensation**	**Roberts**	**7:30**
	Town Forest Committee	**Zager**	**7:40**
	Lyme Disease mitigation strategy	**Clay**	**8:00**
	Review Regionalization efforts		**8:15**
	Approve Regional Health Agreement	**Delios**	
	Veterans	**Delios**	
	Assessors	**Santaniello**	
	Approve outdoor dining for D'Amici's Bakery, 614 Main Street		**8:55**
	Approve outdoor dining for Orange Leaf, 610 Main Street		
	Planning for BOS Appointed Boards, Committees & Commissions Workshop	**Arena**	**9:00**
	June 10, 2014		

Office Hour	John Arena		6:30
	Sunnyside/Fairview stop sign		7:20
	Town Counsel Interviews	Arena	7:45
	Charter Committee - BOS input	LeLacheur	9:30
	June 24, 2014		
	Town Accountant Report	Angstrom	7:30
	Appoint Town Counsel	Arena	7:45
	Appointments of BCCs	VASC	8:00
	Preview FY16 Town Manager Goals		9:00
EXECUTIVE SESSION	To discuss strategy with respect to collective bargaining	LeLacheur	9:30
	July 15, 2014	WORKSHOP	
Office Hour	John Halsey		6:30
	Reading Little League - requested field changes		7:30
	Zoning Workshop		8:00
	Zoning Advisory Committee	West	
	Zoning Advisory Committee - BOS input	LeLacheur	
	July 29, 2014		
	Review FY15 Town Manager Goals		
	Town Manager Evaluation		
	Finalize FY16 Town Manager Goals		
	July 30, 2014 Financial Forum I		
	August 19, 2014		
Office Hour	Kevin Sexton		6:30
	September 2, 2014		
Office Hour	Dan Ensminger		6:30
	September 10, 2014 Financial Forum II		
	September 16, 2014		
	Close Warrant for Subsequent Town Meeting		7:30
	Private/Public Road discussion		8:00
	September 30, 2014	WORKSHOP	
	Town Accountant Report	Angstrom	7:30
	Discuss Remote Participation Policy	LeLacheur	7:45
	Enterprise Funds Workshop		8:00
	Water	LeLacheur	
	Sewer	LeLacheur	

	Storm Water	LeLacheur	
	October 14, 2014		
Office Hour	Marsie West		6:30
	Tax Classification preview	Santaniello	7:30
	Vote TM Warrant Articles		8:00
	October 28, 2014		
HEARING	Tax Classification	Board of Assessors	7:30
	October 29, 2014 Financial Forum III		
	November 4, 2014		
Office Hour	John Arena		6:30
	Review FY16 Town Manager Goals		
	Subsequent Town Meeting November 10, 2014	Monday	
	Town Meeting November 13, 2014	Thursday	
	Town Meeting November 17, 2014	Monday	
	Town Meeting November 20, 2014	Thursday	
	November 25, 2014		
Office Hour	John Halsey		6:30
	Approve licenses		
	December 9, 2014		
Office Hour	Kevin Sexton		6:30
	December 23, 2014		
Future Agendas			
	Strout Avenue Master Plan (after Town Forest planning work is done)	Feudo	
	Technology Update	Furilla	
Recurring Items			
	Close Town Meeting Warrants	by Sep 23/Nov	
		by Mar 3/April	

	Review BOS/TM Goals	Mar-July-Dec	Tri-ann
	Review Customer Service survey results	Feb & Aug	Semi-ann
	Review Regionalization efforts	June	Annual
	Appointments of BCCs	June	Annual
	Approve Classification & Compensation	June	Annual
	Appoint Town Counsel	June	Annual
	Tax Classification Hearing	October	Annual
	Approve licenses	December	Annual
Reports to BOS			
	Town Accountant Report		Qtrly
	RCTV members Report		Semi-ann
	CAB (RMLD) member Report		Semi-ann
	MAPC member Report		Semi-ann
	BOS Appointed Boards, Committees & Commissions	NEW	Annual
	Reading Housing Authority Report		Annual
	Reading Ice Arena Report		Annual

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

781-942-9043
townmanager@ci.reading.ma.us
www.readingma.gov/town-manager

To: Board of Selectmen
From: Robert W. LeLacheur, Jr. CFA
Date: May 8, 2014
RE: May 13th agenda items

A lot of next week's discussion items will be visual presentations not included easily in this weekend packet. Below is the agenda for next Tuesday:

Office Hour	Marsie West		6:30
Certificate	Roland Vazquez - Reading Symphony		7:15
Proclamation	Walk Reading Weekend		7:20
Proclamation	National Public Works Week		7:25
HEARING	Liquor License transfer - The Wine Shop		7:30
	Reading Housing Authority - AHTF		7:45
	Approval of LIP Refinance – 261 Salem Street		8:00
	Development & Traffic/Safety Workshop		8:15
	Approval of Easement Agreement for Bus Shelter at 25 Walkers Brook Drive		
	Development update	Delios	
	Bike & Pedestrian Plan	Wilson	
	Complete Streets Policy	Wilson	
	South Main Street DIET	Delios	
	Downtown Parking Rules & Regulations	Cormier	

During public comment, one or more members of the Board of Health will be in to briefly discuss their recent decision to restrict tobacco sales to those 21+ years of age. I mentioned that a Health division update was scheduled for your next meeting on May 27th, but they preferred to attend sooner.

Todd Brooks will be in to request a liquor license transfer, as he is purchasing The Wine Shop at 676 Main Street. This transfer would be for the balance of the calendar year, subject to renewal next December.

Lyn Whyte, Executive Director of the Reading Housing Authority, will be in to describe an opportunity to use a small portion of the Affordable Housing Trust Fund. Last week Town Meeting extended their approval to the AHTF so any funding request must be voted by a joint meeting of the Selectmen and the Reading Housing Authority's Board. The current balance in the AHTF is about $260,000. As approved by the joint Boards last fall, about $175,000 of additional funding will be added to the AHTF over the next five years in lieu of units from Artis Senior Living (on the former Eric's Greenhouse location).

We have a request for a refinancing for an affordable unit on Salem Street that requires action from the Selectmen, as a formality.

Development and Traffic/Safety Workshop

To finish the agenda we have tucked several related items together under the heading "Development and Traffic/Safety update".

For the past several years, an overturned grocery cart has served as a marker for the bus stop at the corner of New Crossing and Walker's Brook. Those that use the public transportation in the area have huddled near this cart during inclement weather. Not exactly the ideal gateway to Reading welcome. For the past two years the Town (Engineering) has been in negotiations with Stop and Shop as well as Mark Dickinson to put up a covered bus shelter to replace that grocery cart. Less than a month ago I asked Assistant Town Manager Jean Delios to step in and solve the stalled negotiations - a seemingly impossible feat - and tonight I'm very happy to present to the Board an Easement Agreement to sign that has been approved by Town Counsel as well as the land owner and tenant. We'll be preparing the site with a small retaining wall, and the bus shelter (currently sitting in the DPW yard) should be in place shortly afterwards.

Jean Delios will follow with a broad update on development activities around town. Included will be several commercial projects on Main Street and Walker's Brook Drive, as well as an update on the Library building project. If the Board is interested in more details about the latter, I suggest that you attend the CPDC meeting on May 19th (the Board will be posted in case of a quorum).

Community Development Administrator Jessie Wilson will then present an update to a bike & pedestrian plan that the Board has seen previously. Please see you packet for extensive details as complied by Town staff and the MAPC.

A portion of this discussion will center on a possible South Main Street DIET, which is listed as a separate agenda item to make sure the public sees it. I know there has been some interest in the community on what is being proposed. Please note that the proposal is only that – an opening round of discussion. Presently Federal funding is available for a certain brand of roadway projects – such as the SMS DIET - however the Selectmen as the Road Commissioners retain ultimate local control.

Finally Chief Jim Cormier will lead a brief overview and discussion of "Downtown Parking". This is meant to be the opening of a dialogue with the community, and not a problem solving session. I have met with several local business owners, and their requests range from 15-minute parking to 4-hour parking. I have told them that the May 13th meeting will simply be to start the conversation and to establish a future schedule of public meetings to have extensive dialogue on the topic. Given the development update news about the M.F. Charles building covered earlier, this seemed the appropriate time for the downtown parking discussion to begin.

SELECTMEN'S LIAISON ASSIGNMENTS *DRAFT as of May 10, 2014*	
	BOS liaisons
Administrative Services	
➢ Board of Selectmen - Volunteer Appointment Subcommittee (VASC)	**Ensminger &**
➢ School Department - School Committee - Regional School District	**Arena &** **Ensminger**
➢ Municipal Light Department - RMLD Board of Commissioners - RMLD Citizen's Advisory Board	**West**
➢ Bylaw Committee	**Arena**
➢ Finance Committee	**Arena & West**
➢ Ad hoc Charter Committee ➢ Moderator ➢ Rules Committee ➢ Board of Registrars ➢ Constables	**Arena**
➢ RCTV Board of Directors	**Ensminger**
➢ Reading Ice Arena Authority	**Halsey**
Community Services	
➢ Ad hoc Zoning Advisory Committee	**West**
➢ Community Planning and Development Commission (CPDC) ➢ North Suburban Planning Council (NSPC) & Metropolitan Area Planning Council (MAPC) ➢ Economic Development Committee ➢ Zoning Board of Appeals	**Arena & Sexton**
➢ Reading Housing Authority ➢ Council on Aging & Mystic Valley Elder Services	**Ensminger & Sexton**
➢ Board of Health	**Halsey**
➢ Conservation Commission ➢ Climate Advisory Committee	**Arena**
➢ Historical Commission ➢ West Street Historical Commission	**Ensminger**
➢ Recreation Committee ➢ Fall Street Faire Committee ➢ Walkable Reading ➢ Celebration Committee	**Halsey**

Finance	
➢ Audit Committee ➢ Retirement Board	**West**
➢ Board of Assessors	**Ensminger**
➢ Commissioners of Trust Funds ➢ Veterans Memorial Trust Fund Committee	**West**
Public Safety	
➢ Fire Department	**Ensminger**
➢ Police Department ➢ Animal Controls Appeal Committee ➢ Human Relations Advisory Committee (HRAC)	**Ensminger**
➢ Coalition Against Substance Abuse (RCASA)	**Halsey**
Public Works	
➢ Board of Cemetery Trustees ➢ Custodian of Soldiers & Sailors Graves Kevin#2	**Sexton**
➢ MWRA	**Halsey**
➢ Trails Committee	**Halsey**
➢ Town Forest Committee	**Halsey**
Public Library	
➢ Library Board of Trustees ➢ Library Building Committee ➢ Cultural Council	**West**

Certificate of Recognition

This Certificate is hereby awarded to

Roland Vazquez

In recognition of his seventeen years of hard work and dedication as
Music Director of The Reading Symphony Orchestra

Given this 18th day of May, 2014 by the Reading Board of Selectmen

_____ _____

_____ _____

_____

Schena, Paula

From: Debbie Adamo <debadamo@yahoo.com>
Sent: Thursday, April 24, 2014 1:47 PM
To: Schena, Paula
Subject: Re: Certificate of Recognition - Vazquez

I have been responding to Town Manager, Robert LeLacheur, Jr. since last October, January 2014, then April 1, 2014 via email. He agreed to come with the newly elect chair person to our Pops Concert on May 18,2014 @ 3:30 @ Parker Middle School, 45 Temple Street, Reading, MA, to present a proclamation to Roland Vazquez, for 17 years of dedication to the Reading Symphony Orchestra. An invitation was sent to him, via snail mail last weekend; it was sent to Town of Reading, 16 Lowell Street, Reading, MA 01867. Did he receive the invitation? Our rehearsals are Tuesday nights. We can not be present @ the selectmen's meeting. Please let me know if Bob is indeed coming to the concert to present proclamation to Roland. The RSO was planning on his visit when I got the confirmation @ the beginning of April, 2014.
Thank you,
Debra Adamo
On Thursday, April 24, 2014 1:21 PM, "Schena, Paula" <pschena@ci.reading.ma.us> wrote:
Will someone be present at the Selectmen's meeting on May 13th to receive the certificate?

From: Debbie Adamo [mailto:debadamo@yahoo.com]
Sent: Thursday, April 24, 2014 1:13 PM
To: Schena, Paula
Subject: Re: Certificate of Recognition - Vazquez

Hi Paula,
Roland has been Music Director of The Reading Symphony Orchestra for 17 years. We have only had 6 Music Directors in its 82 years of existence. We look forward to having the town of Reading honor our Music Director, and friend of 17 years, Roland Vazquez.
Thank you,
Debra Adamo
On Thursday, April 24, 2014 11:33 AM, "Schena, Paula" <pschena@ci.reading.ma.us> wrote:
Can you give me some details for the certificate? Was he music director for the whole 16 years?

Paula Schena
Office Manager
Town of Reading
16 Lowell Street
Reading, MA 01867
781-942-9043
pschena@ci.reading.ma.us

Please let us know how we are doing and fill out the survey at the following link: http://readingma-survey.virtualtownhall.net/survey/sid/ff5d3a5f03e8eb60/

3a2

PROCLAMATION

Walk Reading Weekend

Whereas, Research shows that one in two men and one in three women are at risk for heart disease, with poor lifestyle as a major contributor, and

Whereas, adults may gain up to two hours of life expectancy for every hour of regular, vigorous exercise, and

Whereas, regular exercise has many proven benefits for an individual's overall health, in addition to increased life expectancy, and

Whereas, Walking, running and bicycling are all excellent forms of exercise that are accessible to most of our citizens, that help the environment by reducing the use of motorized transport, and that allow our citizens to appreciate and learn about our neighborhoods and the open spaces in our community, and

Whereas, The **Reading Trails Committee**, The **Reading Open Land Trust**, and **Walkable Reading**, encourage all Reading residents to participate in **Walk Reading Weekend**, on Saturday, May 31 and/or June 1, 2014, by getting outside and taking a walk, bike, hike, or run,

Now, therefore, we, The Selectmen of the Town of Reading, in recognition of the importance of regular physical activity to promote individual and community health and to reduce greenhouse emission, do hereby proclaim May 31 and June 1, 2014 as "**Walk Reading Weekend**" and urge all citizens to show their support for this effort by walking, biking, running or hiking here in Town on at least one of those days.

THE BOARD OF SELECTMEN

_____ _____

_____ _____

_____

PROCLAMATION

NATIONAL PUBLIC WORKS WEEK

Whereas, public works services provided in our community are an integral (but often unnoticed) part our resident's everyday lives; and

Whereas, the support of understanding and informed residents is vital to the efficient operation of public works programs such as water, sewers, streets, highways, parks and forestry, and solid waste collection; and

Whereas, the health, safety and comfort of residents this community depends on these facilities and services; and

Whereas, the quality and effectiveness of these services is vitally dependent upon the efforts and skill of public work officials and employees; and

Whereas, the efficiency of the qualified and dedicated personnel who staff our Public Works department is materially influenced by the resident's attitude and understanding of the importance of the work they perform; and

Now, therefore, we, the Board of Selectmen of the Town of Reading, Massachusetts does hereby proclaim the week of May 18 to May 24, 2014 as Public Works Week in the Town of Reading and we call upon all residents and civic organizations to acquaint themselves with the issues involved in providing quality public works services to this community and to recognize the contributions which public works officials and employees make every day to our health, safety, comfort, and quality of life.

THE BOARD OF SELECTMEN

_____ _____

_____ _____

_____

3C

LEGAL NOTICE

TOWN OF READING

To the Inhabitants of the Town of Reading:

Please take notice that the Board of Selectmen of the Town of Reading will hold a public hearing on May 13, 2014 at 7:30 p.m. in the Selectmen's Meeting Room, 16 Lowell Street, Reading, Massachusetts on transfer of a liquor license from Reading Fine Wines, LLC to Brooks Brew and Fine Wines, LLC at 676 Main Street, and a change of Manager to Todd Brooks and pledge of the license.

A copy of the proposed document regarding this topic is available in the Town Manager's office, 16 Lowell Street, Reading, MA, M-W-Thurs from 7:30 a.m. - 5:30 p.m., Tues from 7:30 a.m. - 7:00 p.m. and is attached to the hearing notice on the website at www.readingma.gov

All interested parties are invited to attend the hearing, or may submit their comments in writing or by email prior to 6:00 p.m. on May 13, 2014 to townmanager@cl.reading.ma.us

By order of
Robert W. LeLacheur
Town Manager

4/24

5a1

The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

☐ For Reconsideration

FORM 43
MUST BE SIGNED BY LOCAL LICENSING AUTHORITY

10160019	Reading	05/13/2014
ABCC License Number	City/Town	Local Approval Date

TRANSACTION TYPE (Please check all relevant transactions):

☐ New License	☐ New Officer/Director	☒ Pledge of License	☐ Change Corporate Name
☒ Transfer of License	☐ Change of Location	☐ Pledge of Stock	☐ Seasonal to Annual
☒ Change of Manager	☐ Alteration of Licensed Premises	☐ Transfer of Stock	☐ Change of License Type
☐ Cordials/Liqueurs Permit	☐ Issuance of Stock	☐ New Stockholder	☐ Other
☐ 6-Day to 7-Day License	☐ Management/Operating Agreement	☐ Wine & Malt to All Alcohol	

Name of Licensee: Brooks Brew and Fine Wine, LLC EIN of Licensee:

D/B/A: The Wine Shop of Reading Manager: Todd Brooks

ADDRESS: 676 Main Street CITY/TOWN: Reading STATE: MA ZIP CODE: 01867

Annual	All Alcohol	Package Store
Annual or Seasonal	Category: (All Alcohol- Wine & Malt Wine, Malt & Cordials)	Type: (Restaurant, Club, Package Store, General On Premises, Etc.)

Complete Description of Licensed Premises:

The Wine Shop of Reading is part of a strip mall in downtown Reading. The main sales floor is rectangular with wine shelving, liquor shelving, cheese counter and register counter. Behind the retail part of the store, there is a long hall used for storage, a bathroom, a kitchen and two additional storage rooms. Total square feet 2900.

Application Filed: Apr 22, 2014 (Date & Time) Advertised: Apr 24, 2014 (Date & Attach Publication) Abutters Notified: Yes ☐ No ☒

Licensee Contact Person for Transaction: Todd Brooks Phone: 617-308-0403

ADDRESS: 110 Parker Street CITY/TOWN: Wilmington STATE: MA ZIP CODE: 01887

Remarks:

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission
Ralph Sacramone
Executive Director

ABCC Remarks:

502

Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

2014 APR 22 PM 12: 29

PETITION FOR TRANSFER OF OWNERSHIP, TRANSFER OF STOCK, NEW OFFICER(S), DIRECTOR(S), STOCKHOLDER(S) AND LLC MANAGER(S)

10160019	Reading
ABCC License Number	City/Town

The licensee A. Reading Fine Wines, LLC. and the proposed transferee B. Brooks Brew and Fine Wines, LLC. respectfully petition the Licensing Authorities to approve the following transfer of ownership. Any Corporation, LLC or Association, Partnership, Individual, Sole Proprietor Listed in box (A.) must submit a certificate of good standing from the Massachusetts Department of Revenue (DOR).

Is the PRESENT licensee a Corporation/LLC listed in box (A.), duly registered under the laws of the Commonwealth of Massachusetts?

☒ Yes ☐ No If YES, please list the officers, directors and stockholders, their residences, and shares owned by each.

Name	Title	Address	Stock or % Owned
Robert H. Carp	President	22 Hollywood Drive, Newton, MA 02467	100
Robert H. Carp	Manager	22 Hollywood Drive, Newton, MA 02467	

Is the PROPOSED transferee a Corporation/LLC listed in box (B.), duly registered under the laws of the Commonwealth of Massachusetts?

☒ Yes ☐ No

TO: (Place an * before the name of each DIRECTOR/LLC Manager.)

Name	Title	Address	Stock or % Owned
Todd Brooks	Manager	110 Parker Street, Wilmington, MA 01887	100

The above named proposed transferee hereby joins in this petition for transfer of said license.

SIGNATURE OF LAST-APPROVED LICENSEE: _____
(If a Corporation/LLC, by its authorized representative)

Date Signed 4/5/2014

SIGNATURE OF PROPOSED TRANSFEREE: Todd Brooks Digitally signed by Todd Brooks DN: cn=Todd Brooks, o, ou, email=toddmbe@yahoo.com, c=US Date: 2014.04.22 10:47:15 -04'00'

5a3

APPLICATION FOR RETAIL ALCOHOLIC BEVERAGE LICENSE

City/Town: Reading

1. LICENSEE INFORMATION:

A. Legal Name/Entity of Applicant:(Corporation, LLC or Individual): Brooks Brew and Fine Wine, LLC

B. Business Name (if different) : The Wine Shop of Reading

C. Manager of Record: Todd Brooks

D. ABCC License Number (for existing licenses only) : 101600019

E.Address of Licensed Premises: 676 Main Street City/Town: Reading State: MA Zip: 01867

F. Business Phone: 781-944-4521

G. Cell Phone: 617-308-0403

H. Email:

I. Website: www.thewineshopofreading.com

J.Mailing address (If different from E.):

City/Town: State: Zip:

2. TRANSACTION:

- ☐ New License
- ☐ New Officer/Director
- ☐ Transfer of Stock
- ☐ Issuance of Stock
- ☐ Pledge of Stock
- ☒ Transfer of License
- ☐ New Stockholder
- ☐ Management/Operating Agreement
- ☒ Pledge of License

The following transactions must be processed as new licenses:

- ☐ Seasonal to Annual
- ☐ (6) Day to (7)-Day License
- ☐ Wine & Malt to All Alcohol

IMPORTANT ATTACHMENTS (1): **The applicant must attach a vote of the entity authorizing all requested transactions, including the appointment of a Manager of Record or principal representative.**

3. TYPE OF LICENSE:

- ☐ §12 Restaurant
- ☐ §12 Hotel
- ☐ §12 Club
- ☐ §12 Veterans Club
- ☐ §12 General On-Premises
- ☐ §12 Tavern (No Sundays)
- ☒ §15 Package Store

4. LICENSE CATEGORY:

- ☒ All Alcoholic Beverages
- ☐ Wine & Malt Beverages Only
- ☐ Wine or Malt Only
- ☐ Wine & Malt Beverages with Cordials/Liqueurs Permit

5. LICENSE CLASS:

- ☒ Annual
- ☐ Seasonal

5a4

6. CONTACT PERSON CONCERNING THIS APPLICATION (ATTORNEY IF APPLICABLE)

NAME: Robert H. Carp, Esq

ADDRESS: 1215 Chestnut Street

CITY/TOWN: Newton STATE: MA ZIP CODE: 02464

CONTACT PHONE NUMBER: 617-861-4529 FAX NUMBER: 866-723-8737

EMAIL:

7. DESCRIPTION OF PREMISES:

Please provide a complete description of the premises to be licensed. Please note that this must be identical to the description on the Form 43.

The Wine Shop of Reading is part of a strip mall in downtown Reading. The main sales floor is rectangular with wine shelving, liquor shelving, cheese counter and register counter. Behind the retail part of the store, there is a long hall used for storage, a bathroom, a kitchen and two additional storage rooms.

Total Square Footage: 2900 Number of Entrances: 2 Number of Exits: 2

Occupancy Number: 90 Seating Capacity: 0

IMPORTANT ATTACHMENTS (2): The applicant must attach a floor plan with dimensions and square footage for each floor & room.

8. OCCUPANCY OF PREMISES:

By what right does the applicant have possession and/or legal occupancy of the premises? Final Assignment of Lease

IMPORTANT ATTACHMENTS (3): The applicant must submit a copy of the final lease or documents evidencing a legal right to occupy the premises.

Other:

Landlord is a(n): LLC Other:

Name: Gould And Company, LLC Phone: 617-266-4040

Address: 715 Boylston Steet, 6th Floor City/Town: Boston State: MA Zip: 02116

Initial Lease Term: Beginning Date Upon transfer Ending Date 06/30/2016

Renewal Term: 5 years Options/Extensions at: 5 years Years Each

Rent: $62,400.00 Per Year Rent: $5,200.00 Per Month

Do the terms of the lease or other arrangement require payments to the Landlord based on a percentage of the alcohol sales?

Yes ☐ No ☒

IMPORTANT ATTACHMENTS(4):

1. If yes, the Landlord is deemed a person or entity with a financial or beneficial interest in this license. Each individual with an ownership interest with the Landlord must be disclosed in §10 and must submit a completed Personal Information Form attached to this application.
2. Entity formation documents for the Landlord entity must accompany the application to confirm the individuals disclosed.
3. If the principals of the applicant corporation or LLC have created a separate corporation or LLC to hold the real estate, the applicant must still provide a lease between the two entities.

9. LICENSE STRUCTURE:

The Applicant is a(n): LLC

Other :

If the applicant is a Corporation or LLC, complete the following:

Date of Incorporation/Organization: 1/27/2014

State of Incorporation/Organization: Massachusetts

Is the Corporation publicly traded? Yes ☐ No ☒

10. INTERESTS IN THIS LICENSE:

List all individuals involved in the entity (e.g. corporate stockholders, directors, officers and LLC members and managers) and any person or entity with a direct or indirect, beneficial or financial interest in this license (e.g. landlord with a percentage rent based on alcohol sales).

IMPORTANT ATTACHMENTS (5):

A. All individuals or entities listed below are required to complete a Personal Information Form.

B. All shareholders, LLC members or other individuals with any ownership in this license must complete a CORI Release Form.

Name	All Titles and Positions	Specific # of Stock or % Owned	Other Beneficial Interest
Todd Brooks	Manager	100	

*If additional space is needed, please use last page.

11. EXISTING INTEREST IN OTHER LICENSES:

Does any individual listed in §10 have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes ☐ No ☒ **If yes,** list said interest below:

Name	License Type	Licensee Name & Address
	Please Select	
	Please Select	
	Please Select	
	Please Select	
	Please Select	
	Please Select	
	Please Select	

*If additional space is needed, please use last page.

12. PREVIOUSLY HELD INTERESTS IN OTHER LICENSES:

Has any individual listed in §10 who has a direct or indirect beneficial interest in this license 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 said interest below:

Name	Licensee Name & Address	Date	Reason Terminated
			Please Select
			Please Select
			Please Select

13. DISCLOSURE OF LICENSE DISIPLINARY ACTION:

Have any of the disclosed licenses to sell alcoholic beverages listed in §11 and/or §12 ever been suspended, revoked or cancelled? Yes ☐ No ☒ If yes, list said interest below:

Date	License	Reason of Suspension, Revocation or Cancellation
July 18th, 2011	101600019	Serving to a minor
August 9th, 2011	1016000191	Serving to a minor

14. CITIZENSHIP AND RESIDENCY REQUIREMENTS FOR A (§15) PACKAGE STORE LICENSE ONLY :

A.) For Individual(s):

1. Are you a U.S. Citizen? Yes ☒ No ☐
2. Are you a Massachusetts Residents? Yes ☒ No ☐

B.) For Corporation(s) and LLC(s) :

1. Are all Directors/LLC Managers U.S. Citizens? Yes ☒ No ☐
2. Are a majority of Directors/LLC Managers Massachusetts Residents? Yes ☒ No ☐
3. Is the License Manager or Principal Representative a U.S. Citizen?

C.) Shareholder(s), Member(s), Director(s) and Officer(s):

1.. Are all Shareholders, Members, Directors, LLC Managers and Officers involved at least twenty-one (21) years old? Yes ☒ No ☐

15. CITIZENSHIP AND RESIDENCY REQUIREMENTS FOR (§12) RESTAURANT, HOTEL, CLUB, GENERAL ON PREMISE, TAVERN, VETERANS CLUB LICENSE ONLY:

A.) For Individual(s):

1. Are you a U.S. Citizen? Yes ☐ No ☐

B.) For Corporation(s) and LLC(s) :

1. Are a majority of Directors/LLC Managers **NOT** U.S. Citizen(s)? Yes ☐ No ☐
2. Is the License Manager or Principal Representative a U.S. Citizen? Yes ☐ No ☐

C.) Shareholder(s), Member(s), Director(s) and Officer(s):

1.. Are all Shareholders, Members, Directors, LLC Managers and Officers involved at least twenty-one (21) years old? Yes ☐ No ☐

16. COSTS ASSOCIATED WITH LICENSE TRANSACTION:

A. Purchase Price for Real Property:	
B. Purchase Price for Business Assets:	$214,000.00
C. Costs of Renovations/Construction:	$0.00
D. Initial Start-Up Costs:	$2,000.00
E. Purchase Price for Inventory:	$28,000.00
F. Other: (Specify)	$10,000.00
G: TOTAL COST	$254,000.00
H. TOTAL CASH	$50,000.00
I. TOTAL AMOUNT FINANCED	$204,000.00

IMPORTANT ATTACHMENTS (6): Submit any and all records, documents and affidavits including loan agreements that explain the source(s) of money for this transaction. Sources of cash must include a minimum of three (3) months of bank statements.

The amounts listed in subsections (H) and (I) must total the amount reflected in (G).

17. PROVIDE A DETAILED EXPLANATION OF THE FORM(S) AND SOURCE(S) OF FUNDING FOR THE COSTS IDENTIFIED ABOVE (INCLUDE LOANS, MORTGAGES, LINES OF CREDIT, NOTES, PERSONAL FUNDS, GIFTS):

Mr. Brooks is putting up $50,000 to cover the costs of the inventory and a down payment.
Mr. Carp is financing the balance on a two year note, principal only at 6.5%.

*If additional space is needed, please use last page.

18. LIST EACH LENDER AND LOAN AMOUNT(S)FROM WHICH "TOTAL AMOUNT FINANCED"NOTED IN SUB-SECTIONS 16(I) WILL DERIVE:

A.

Name	Dollar Amount	Type of Financing
Robert Carp, Esq.	$204,000.00	Promissory note and lien on licenses

*If additional space is needed, please use last page.

B. Does any individual or entity listed in §19 as a source of financing have a direct or indirect, beneficial or financial interest in this license or any other license(s) granted under Chapter 138? Yes ☒ No ☐

If yes, please describe:

Robert Carp is the sole shareholder of Reading Fine Wines, LLC. He also owns Bunghole Liquors in Salem, Massachusetts.

19. PLEDGE: (i.e. COLLATERAL FOR A LOAN)

A.) Is the applicant seeking approval to pledge the license? ☒ Yes ☐ No

1. If yes, to whom: Robert Carp

2. Amount of Loan: 204000 **3.** Interest Rate: 6.5 **4.** Length of Note: 2 years

5. Terms of Loan : Balloon Note: Interest payments of $1,105.00 monthly, full note repayment 24 months after initial signing dates.

B.) If a corporation, is the applicant seeking approval to pledge any of the corporate stock? ☐ Yes ☒ No

1. If yes, to whom:

2. Number of Shares:

C.) Is the applicant pledging the inventory? ☒ Yes ☐ No

If yes, to whom: Robert Carp

IMPORTANT ATTACHMENTS (7): If you are applying for a pledge, submit the pledge agreement, the promissory note and a vote of the Corporation/LLC approving the pledge.

20. CONSTRUCTION OF PREMISES:

Are the premises being remodeled, redecorated or constructed in any way? If YES, please provide a description of the work being performed on the premises: ☐ Yes ☒ No

21. ANTICIPATED OPENING DATE: June 1, 2014

IF ALL OF THE INFORMATION AND ATTACHMENTS ARE NOT COMPLETE THE APPLICATION WILL BE **RETURNED**

5a9

APPLICANT'S STATEMENT

I, Todd Brooks the ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP member of Brooks Brew and Fine Wines, LLC, hereby submit this application for The Wine Shop of Reading (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 statement 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 does not violate any requirement of the ABCC or other state law or local ordinances;

(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 Application information 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.

Signature: Todd Brooks Date: 4/1/2014

Title: Manager

5a10

The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

MANAGER APPLICATION

All proposed managers are required to complete a Personal Information Form, and attach a copy of the corporate vote authorizing this action and appointing a manager.

1. LICENSEE INFORMATION:

Legal Name of Licensee: Brooks Brew and Fine Wines, LLC Business Name (dba): The Wine Shop of Reading

Address: 676 Main Street

City/Town: Reading State: MA Zip Code: 01867

ABCC License Number: (If existing licensee) Phone Number of Premise:

2. MANAGER INFORMATION:

A. Name: Todd Brooks B. Cell Phone Number:

C. List the number of hours per week you will spend on the licensed premises: 50

3. CITIZENSHIP INFORMATION:

A. Are you a U.S. Citizen: Yes ☒ No ☐ B. Date of Naturalization: C. Court of Naturalization:

(Submit proof of citizenship and/or naturalization such as US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers)

4. BACKGROUND INFORMATION:

A. Do you now, or have you ever, held any direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages? Yes ☐ No ☒

If yes, please describe:

B. Have you ever been the Manager of Record of a license to sell alcoholic beverages that has been suspended, revoked or cancelled? Yes ☐ No ☒

If yes, please describe:

C. Have you ever been the Manager of Record of a license that was issued by this Commission? Yes ☐ No ☒

If yes, please describe:

D. Please list your employment for the past ten years (Dates, Position, Employer, Address and Telephone):

Jan 1997-Nov 2013, IT Manager, Kerivan-Lane, Inc., 30 Charles Street, Needham, MA 02494, 781-444-0279

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

Signature Todd Brooks Date 4/1/2014

5all

The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

PERSONAL INFORMATION FORM

Each individual listed in Section 10 of this application must complete this form.

1. LICENSEE INFORMATION:

A. Legal Name of Licensee: Todd Brooks

B. Business Name (dba): The Wine Shop of Reading

C. Address: 676 Main Street

D. ABCC License Number (If existing licensee):

E. City/Town: Reading

State: MA Zip Code: 01867

F. Phone Number of Premise: 781-944-4521

G. EIN of License:

2. PERSONAL INFORMATION:

A. Individual Name: Todd Brooks

B. Home Phone Number:

C. Address: 110 Parker Street

D. City/Town: Wilmington

State: MA Zip Code: 01887

E. Social Security Number:

F. Date of Birth:

G. Place of Employment: Self-employed

3. BACKGROUND INFORMATION:

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

If yes, as part of the application process, the individual must attach an affidavit as to any and all convictions. The affidavit must include the city and state where the charges occurred as well as the disposition of the convictions.

4. FINANCIAL INTEREST:

Provide a detailed description of your direct or indirect, beneficial or financial interest in this license.

I am the sole stockholder in the company purchasing the license.

IMPORTANT ATTACHMENTS (8): For all cash contributions, attach last (3) months of bank statements for the source(s) of this cash.
***If additional space is needed, please use the last page**

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

Signature: Todd Brooks Date: 4/1/2014

Title: Manager (If Corporation/LLC Representative)

5a12

The Commonwealth of Massachusetts

Secretary of the Commonwealth

State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

Date: January 28, 2014

To Whom It May Concern :

I hereby certify that a certificate of organization of Limited Liability Company was filed in this office by

BROOKS BREW AND FINE WINES, LLC

in accordance with the provisions of Massachusetts General Laws, Chapter 156C, on **January 27, 2014.**

I further certify that said Limited Liability Company has not filed a Certificate of Cancellation; that said Limited Liability Company has not been administratively dissolved; and that, so far as appears of record, said Limited Liability Company has legal existence.

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: 14016005850

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

Processed by: tad

5a13

Corporations Division

Business Entity Summary

ID Number:

Request certificate | New search

Summary for: BROOKS BREW AND FINE WINES, LLC

The exact name of the Domestic Limited Liability Company (LLC): BROOKS BREW AND FINE WINES, LLC
Entity type: Domestic Limited Liability Company (LLC)
Identification Number:
Date of Organization in Massachusetts: 01-27-2014
Last date certain:
The location or address where the records are maintained (A PO box is not a valid location or address): Address: 676 MAIN ST City or town, State, Zip code, Country: READING, MA 01867 USA
The name and address of the Resident Agent: Name: TODD M, BROOKS Address: 110 PARKER ST City or town, State, Zip code, Country: WILMINGTON, MA 01887 USA

The name and business address of each Manager:

Title	Individual name	Address
MANAGER	TODD M BROOKS	676 MAIN ST READING, MA 01867 USA

In addition to the manager(s), the name and business address of the person(s) authorized to execute documents to be filed with the Corporations Division:

Title	Individual name	Address

5a14

FIXED RATE SHORT-TERM NOTE

1. BORROWER'S PROMISE TO PAY

FOR VALUE RECEIVED, Todd Brooks, with a mailing address of 110 Parker Street, Wilmington, MA 01887, (the "Borrower"), promises to pay to Reading Fine Wines, LLC., (the "Lender"), or order, the principal sum of TWO HUNDRED AND FOUR THOUSAND 00/100 ($214,000) DOLLARS, with interest on the unpaid principal balance of this Note, as provided below.

2. **PAYMENTS.** Borrower shall make monthly payments of interest only to Lender on the first of each month beginning on June 1, 2014 and on the date hereof shall pay interest only on the outstanding principal balance for the number of days remaining in the month of which the Liquor License is transferred to the Borrower. The monthly payment shall be paid on the outstanding owed balance of $214,000, at 6.5% interest, with a monthly payment of $1,159.16 (One thousand one hundred fifty nine dollars and sixteen cents.).

A. Interest. Interest will accrue on the unpaid principal balance of this Note until the full amount of principal has been paid. The Note will accrue interest at a yearly rate of six and one half percent (6.5%).

B. Principal. The Principal will not be amortized over the life of this note.

C. Monthly Payments. During the term hereof, Borrower will deliver to Note Holder a monthly payment of interest only of $1,159.16.

D. Maturity Date. Borrower shall pay all outstanding principal and accrued interest and charges, if any, no later than June 1, 2016 (the "Maturity Date").

E. Place of Payments. Borrower will make the payment at 1215 Chestnut Street, Newton, MA 02464, or such other place as the Note Holder may designate.

F. Late Payments. Any payments that are more than five days late will be considered late and will allow the Lender to accelerate the Note in full, notwithstanding any condition other than the Borrower's statutory rights.

G. Late Payment Charge. Any payment more than five days late will be subject to a late charge of 5%, or $57.95, and interest will accrue until either the payment is made or the loan is due in full.

3. BORROWER'S RIGHT TO REPAY

Borrower shall have the right to may any payments of principal at any time before they are due.

4. BORROWER'S FAILURE TO PAY AS REQUIRED

A. Default. If Borrower does not pay all outstanding principal and accrued interest and charges on the Maturity Date, or if Borrower is in default under any agreements between Borrower and Note Holder or if Borrower defaults in its obligations under the Lease Assignment Agreement, dated March 20, 2014, Borrower will be in default under this Note.

B. Notice of Default. If Borrower is in default, the Note Holder may send a written notice informing Borrower that Borrower is in default and may require immediate payment in full.

C. No Waiver by Note Holder. Even if, at a time when Borrower is in default, the Note Holder does not require immediate payment in full, the Note Holder will still have the right to do so if a default occurs at a later time.

D. Payment of Note Holder's Costs and Expenses. If the Note Holder requires Borrower to pay immediately in full as described above, the Note Holder will have the right to be paid back all its reasonable costs and expenses to the extent not prohibited by applicable law. Those expenses may include, for example, reasonable attorneys' fees.

4. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by mailing it by first class mail or by delivering it to Borrower at the Property Address above or at a different address if Borrower gives the Note Holder written notice of a different address. Any notice that must be given to Note Holder under this Note will be given by mailing it by first class mail or by hand delivery it to Note Holder.

5. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety, or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety, or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused this Agreement to be duly executed and delivered as a sealed instrument as of the date and year first above written.

BUYER:

Brooks Brew and Fine Wines, LLC.
Todd Brooks as Manager

Todd Brooks Individually as Guarantor

SELLER:

Reading Fine Wines, LLC.
Robert Carp

5a17

all Parties to this Note together. This means that any one of us may be required to pay all of the amounts owed under this Note.

7. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

8. THIS NOTE SECURED BY A SECURITY INSTRUMENT

In addition to the protections given to the Note Holder under this Note, the Pledge of Liquor License and as second position security interest in all business assets of Borrrower (collectively referred to herein as the "Security Instruments"), dated the same day as this Note, protect the Note Holder from possible losses which might result if Borrower does not keep the promises made in this Note. In the event of a default Note Holder retains the right to accelerate all debt.

Witness the hands and seals of the undersigned on March 20, 2014.

Each signatory signed in the presence of:

BORROWER
Brooks Brew and Fine Wines, LLC.
as Manager

By: _____
Todd Brooks

PERSONAL GUARANTOR

By: _____
Individually

Witness

By: _____
ROBERT CARP
Reading Fine Wines, LLC.

5 of 8

FIXED RATE SHORT-TERM NOTE

1. BORROWER'S PROMISE TO PAY

FOR VALUE RECEIVED, Todd Brooks, with a mailing address of 110 Parker Street, Wilmington, MA 01887, (the "Borrower"), promises to pay to Reading Fine Wines, LLC., (the "Lender"), or order, the principal sum of TWO HUNDRED AND FOUR THOUSAND 00/100 ($214,000) DOLLARS, with interest on the unpaid principal balance of this Note, as provided below.

2. **PAYMENTS.** Borrower shall make monthly payments of interest only to Lender on the first of each month beginning on June 1, 2014 and on the date hereof shall pay interest only on the outstanding principal balance for the number of days remaining in the month of which the Liquor License is transferred to the Borrower. The monthly payment shall be paid on the outstanding owed balance of $214,000, at 6.5% interest, with a monthly payment of $1,159.16 (One thousand one hundred fifty nine dollars and sixteen cents.).

A. Interest. Interest will accrue on the unpaid principal balance of this Note until the full amount of principal has been paid. The Note will accrue interest at a yearly rate of six and one half percent (6.5%).

B. Principal. The Principal will not be amortized over the life of this note.

C. Monthly Payments. During the term hereof, Borrower will deliver to Note Holder a monthly payment of interest only of $1,159.16.

D. Maturity Date. Borrower shall pay all outstanding principal and accrued interest and charges, if any, no later than June 1, 2016 (the "Maturity Date").

E. Place of Payments. Borrower will make the payment at 1215 Chestnut Street, Newton, MA 02464, or such other place as the Note Holder may designate.

F. Late Payments. Any payments that are more than five days late will be considered late and will allow the Lender to accelerate the Note in full, notwithstanding any condition other than the Borrower's statutory rights.

G. Late Payment Charge. Any payment more than five days late will be subject to a late charge of 5%, or $57.95, and interest will accrue until either the payment is made or the loan is due in full.

3. BORROWER'S RIGHT TO REPAY

Borrower shall have the right to may any payments of principal at any time before they are due.

4. BORROWER'S FAILURE TO PAY AS REQUIRED

A. Default. If Borrower does not pay all outstanding principal and accrued interest and charges on the Maturity Date, or if Borrower is in default under any agreements between Borrower and Note Holder or if Borrower defaults in its obligations under the Lease Assignment Agreement, dated March 20, 2014, Borrower will be in default under this Note.

B. Notice of Default. If Borrower is in default, the Note Holder may send a written notice informing Borrower that Borrower is in default and may require immediate payment in full.

C. No Waiver by Note Holder. Even if, at a time when Borrower is in default, the Note Holder does not require immediate payment in full, the Note Holder will still have the right to do so if a default occurs at a later time.

D. Payment of Note Holder's Costs and Expenses. If the Note Holder requires Borrower to pay immediately in full as described above, the Note Holder will have the right to be paid back all its reasonable costs and expenses to the extent not prohibited by applicable law. Those expenses may include, for example, reasonable attorneys' fees.

4. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by mailing it by first class mail or by delivering it to Borrower at the Property Address above or at a different address if Borrower gives the Note Holder written notice of a different address. Any notice that must be given to Note Holder under this Note will be given by mailing it by first class mail or by hand delivery it to Note Holder.

5. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety, or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety, or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against

all Parties to this Note together. This means that any one of us may be required to pay all of the amounts owed under this Note.

7. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

8. THIS NOTE SECURED BY A SECURITY INSTRUMENT

In addition to the protections given to the Note Holder under this Note, the Pledge of Liquor License and as second position security interest in all business assets of Borrrower (collectively referred to herein as the "Security Instruments"), dated the same day as this Note, protect the Note Holder from possible losses which might result if Borrower does not keep the promises made in this Note. In the event of a default Note Holder retains the right to accelerate all debt.

Witness the hands and seals of the undersigned on March 20, 2014.

Each signatory signed in the presence of:

BORROWER
Brooks Brew and Fine Wines, LLC.
as Manager

By: _____
Todd Brooks

PERSONAL GUARANTOR

By: _____
Individually

_____
Witness

By: _____
ROBERT CARP
Reading Fine Wines, LLC.

MORTGAGE AND SECURITY AGREEMENT
and
Financing Statement
(Wine Shop of Reading)

Todd Brooks, with an address at 110 Parker Street, Winchester, Massachusetts, (hereinafter referred to as "Borrower", which term shall include its successors and assigns), for consideration paid, grants to Robert Carp; an individual having his principal place of business at 1215 Chestnut Street, Newton, Massachusetts, 02464 (hereinafter referred to as "Lender", which term shall include its successors and assigns), with MORTGAGE COVENANTS, to secure: (i) the payment of TWO HUNDRED AND FOURTEEN THOUSAND and NO/100 DOLLARS ($214,000.00), with interest thereon, payable as provided in a promissory note of even date (the "Note"); (ii) the obligations of Guarantor under any guaranty given with respect to obligations secured hereby; (iii) all other obligations contained in or created under the Note or in or under any other instruments, documents or undertakings given or entered into as security for or in connection with the Note; and (iv) all covenants and agreements contained herein (all of the above enumerated obligations, as any of the same may be from time to time amended or extended, jointly and severally constituting the "Obligations" as that term is used herein and in any instrument, document or undertaking included within the term "Obligations"), the collateral hereinafter specified.

1. THE COLLATERAL. The following items constitute the Collateral given to secure the Obligations hereunder and shall be included within the word "Collateral" as used herein:

1.1. **THE WINE SHOP OF READING**. The business located at 676 Main Street in Reading, Massachusetts, described in Schedule "A" attached hereto and forming a part hereof, together with all rights, easements and other appurtenances thereto (all of which, together with all other items of Collateral to the extent that context permits, are hereinafter referred to as the "Premises").

1.2. STRUCTURES, FIXTURES AND IMPROVEMENTS. Insofar as the same are or can, by agreement of the parties, be made a part of the realty, structures and improvements, fixtures, equipment and appliances, personal property, goods, supplies and materials now or hereafter erected or placed on or affixed to the Premises or used or intended to be used in connection therewith or paid for from the proceeds of the loan secured hereby, including without limitation, apparatus and equipment, all machinery, apparatus and equipment for the production and distribution of heated and cooled air, including oil and gas burners, furnaces and boilers, heat pumps, solar heating apparatus, air conditioning units, heating and air conditioning controls, fuel storage tanks, bins and other fuel facilities, all kitchen, bathroom and plumbing fixtures, machinery, equipment, apparatus and facilities, ovens, stoves, refrigerators, dishwashers, washing machines and dryers, all sprinklers and fire extinguishing systems, doorbell and alarm systems, all electric power generating systems, transformers and electrical distribution systems, equipment and facilities, ventilation and blower systems, garbage and trash

5a22

receptacles, compactors and incinerators, all window shades, blinds, storm and other detachable windows and doors, awnings, cases, counters, closets, partitions, and other floor coverings, signs, directories and other advertising or informational equipment, insulation and sound-deadening materials and other improvements.

1.3. ITEMS NOT PART OF REALTY. All personal property belonging to Borrower situated on or about the Premises or used in connection therewith or paid from the proceeds of the loan secured hereby, including without limitation any of the items referred to in Paragraph 1.2, which are not and cannot, by agreement of the parties, be made a part of the realty.

1.4. PERMITS AND LICENSES, CONTRACTS. All contracts, agreements, permits, licenses and approvals entered into or obtained by or on behalf of Borrower or Borrower's predecessors relating to the construction, reconstruction, development and use of the Collateral, now existing or hereafter obtained or entered into, including without limitation construction contracts and bonds, architectural, engineering and consulting contracts, contracts for materials and fixtures, building permits, variances, special permits and curb cuts, occupancy permits, health permits, liquor, Victualer's licenses, agreements and letters of assurance from utilities and Borrower's rights in all plans, drawings and specifications relating to or prepared in connection with the Premises (collectively and individually, as appropriate, the "Permits and Contracts").

1.5. LEASES, USE AGREEMENTS AND FRANCHISES. All of Borrower's right, title and interest as lessor or lessee, franchisor or franchisee or in any other capacity under any and all leases, licenses, use agreements, franchise agreements and any other agreements or arrangements for the use and enjoyment of property, real, personal or mixed, tangible or intangible, now existing or hereafter arising relating to the Premises, together with all rights, remedies, benefits and advantages to be derived therefrom, all rents, income and profits accruing to Borrower thereunder, including without limitation under or with respect to all deposits, guarantees and other security held or given by Borrower in connection therewith and under all renewals thereof and all right and power of Borrower to alter or amend, extend or renew, surrender, terminate, cancel or waive the same (individually and collectively the "Leases").

2. GRANT OF SECURITY INTEREST. In addition to and not in limitation of the mortgage interest in real estate herein granted, Borrower hereby grants to Lender, as security for payment and performance of the Obligations, a Security Interest in accordance with the provisions of the Uniform Commercial Code in and to any item or category of Collateral which may be made subject to such an interest and in all proceeds and products therefrom, accessions thereto and substitutions therefor.

3. ASSIGNMENT OF LEASES, PERMITS AND CONTRACTS. In addition to and not in

5a23

limitation of any other security given for payment and performance of the Obligations, Borrower hereby grants, assigns and transfers the Leases, Permits and Contracts as hereinabove defined to Lender. Notwithstanding such assignment, for so long as no default exists under the Obligations, Borrower shall have the right to collect and retain all rents, issues and profits from the Leases, Permits and Contracts and to exercise all rights obtained thereunder, provided that Borrower shall not collect any rents, issues or profits for a period of more than thirty (30) days in advance. Whether or not a default under the Obligations exists, or Lender has exercised its right hereunder, Borrower agrees faithfully and promptly to perform all of its duties and obligations under the Leases, Permits and Contracts, to enforce and secure performance of the obligations of all other parties to the Leases, Permits and Contracts and, in general, to preserve and defend Lender's security therein. Upon the occurrence of a default under the Obligations and at any time thereafter until Lender has accepted cure, Lender may, without waiving such default or any other right or remedy with respect thereto, exercise all of Borrower's rights under the Leases, Permits and Contracts, including without limitation the right to collect and expend or apply rents, issues and profits and to use, enjoy and control property or services obtained thereunder. Until such time as Lender affirmatively elects to exercise its rights hereunder, Lender shall be under no obligation nor subject to any claim or liability with respect to the Leases, Permits or Contracts or arising from this Assignment, whether to Borrower, to any other party to the Leases, Permits or Contracts or otherwise and Borrower agrees to hold Lender harmless and indemnified from and against any such obligation, claim or liability arising prior to such exercise and any such obligation, claim or liability arising after exercise, except such as are caused by the willful malfeasance or gross negligence of Lender. Lender shall have the right to expend or apply any rents, issues or profits received by it in the exercise of its rights hereunder to the satisfaction of the Obligations and to reimburse Lender for any costs or expenses incurred by it in connection with the Obligations and with the exercise of its rights hereunder in whatever order Lender deems appropriate. Borrower agrees to cooperate with Lender in the establishment and exercise of Lender's rights hereunder, including without limitation by the execution upon request of an assignment of lease, of permit or of contract in such expanded form as Lender may require and the giving of any notices to tenants and other third parties requested by Lender in connection herewith. Without limitation, Borrower hereby appoints Lender as Borrower's attorney-in-fact with power to act in Borrower's name and place, including without limitation, the power to execute and deliver any document deemed helpful and appropriate by Lender, in the exercise of the rights hereinabove granted to Lender.

4. BORROWER'S COVENANTS. Borrower covenants and agrees:

4.1. OBSERVANCE OF OBLIGATIONS. To pay, perform and observe all of the Obligations.

4.2. REPAIR, OBSERVANCE OF LAW, USE. To keep and maintain the Collateral at all times in good order, repair and condition, permitting and suffering no strip, waste or abandonment of the Collateral to occur nor any violation of any law, ordinance,

5a24

rule or regulation or any order or decree by any court or agency of competent jurisdiction or of any public or private restriction affecting the Collateral or the use thereof and not to materially change or alter the Collateral or the use to which the same is devoted without the prior written consent of Lender.

4.3. HAZARDOUS WASTE. To maintain the Collateral at all times free of hazardous waste, contaminants, oil, radioactive or other material the removal of which is required or the maintenance of which is prohibited or penalized, including, without limitation, asbestos and urea formaldehyde to the extent that the same are prohibited or required to be removed and Borrower warrants and represents that the Collateral is affected by no such materials as of the date of this Mortgage and Security Agreement or that Borrower has fully informed Lender in writing of the existence, extent and exact nature of any such materials affecting the Collateral, has delivered to Lender copies of all permits, licenses and approvals required with respect thereto and is fully authorized and empowered, by virtue of such items, to maintain such materials. Borrower agrees promptly: (i) to notify Lender in writing of any change in the nature or extent of such materials maintained; (ii) to transmit to Lender copies of any citations, orders, notices or other material governmental communications received with respect thereto; (iii) to observe and comply with any and all laws, ordinances, rules, regulations, licensing requirements or conditions relating to the use, maintenance and disposal of such materials and all orders or directives from any official, court or agency of competent jurisdiction relating to the use or maintenance or requiring the removal, treatment, containment or other disposition thereof; and (iv) to pay or otherwise dispose of any fine, charge or imposition related thereto which, if unpaid, would constitute a lien upon the Collateral. Any cost, expense, loss or damage incurred or suffered by Lender and growing out of a failure of Borrower to strictly observe and perform the foregoing requirements, including without limitation reasonable attorneys' fees, shall be reimbursed to Lender promptly upon demand and, until paid, shall be added to the principal amount of the debt secured hereby and shall bear interest at the rate from time to time charged with respect thereto and, without limitation, Borrower shall hold Lender harmless and indemnified from and against any loss, damage, claim or liability growing out of or related to the presence of the aforesaid materials in or on the Premises whenever the same may have been placed, deposited or generated, excepting only materials which are affirmatively proven to have been placed, deposited or generated after the last date on which Borrower or any person affiliated with Borrower held legal or equitable title to the Premises or was an operator with respect to any activity conducted thereon. The aforesaid obligation shall survive a foreclosure or the discharge, release or other termination or disposition of this mortgage or the Collateral and the payment, satisfaction, discharge or other termination of the obligations secured hereby and shall continue to bind Borrower and any endorsers or guarantors jointly and severally for the benefit of Lender, its successors and assigns.

4.4. TAXES AND CHARGES. To pay when due all taxes, charges, assessments and

water rates, on or against the Collateral or any interest therein or any payments in lieu thereof, to whomever the foregoing may be laid or assessed, including without limitation with respect to any assessed fees by the landlord.

4.5. PROOF OF PAYMENT OF TAXES AND ASSESSMENTS. To promptly forward to Lender after payment receipted tax bills or other evidence of payment acceptable to Lender covering all items which Borrower is required to pay in accordance with the provision of this Mortgage.

4.6. LIENS ON COLLATERAL. To notify Lender promptly of any lien, encumbrance or security interest existing, arising or asserted against the Collateral or any interest therein and to maintain the Collateral free and clear of all liens, encumbrances and security interests, except taxes not yet due and payable, unless the same have been approved in writing by Lender. With respect to security interest thus approved by Lender, Borrower agrees to make all payments that become due to any secured party holding such interest, and, at the request of Lender, to assign to Lender all right, title and interest in and to any and all agreements evidencing such security interest covering any of the Collateral, and Borrower hereby grants Lender full power and authority as attorney irrevocable of Borrower to make, execute, acknowledge and deliver such assignments. Borrower further agrees that if Borrower shall default in making any such payments, Lender may, without obligation to do so and without waiving any right or remedy for default hereunder, make such payment or may pay the entire balance due to such secured party. Borrower shall reimburse Lender for any amount thus expended promptly upon demand, and such amount, until paid, shall be added to the principal amount of the debt secured hereby and shall bear interest at the rate from time to time charged with respect thereto.

4.7. RENT ROLL, RIGHT TO APPROVE LEASES. Borrower shall provide to Lender from time to time on request a current lease agreement, setting forth the name, status, term, rental amount, deposit and other amounts held, tax escalation and like obligations of the Borrower, any defaults and arrearages outstanding with respect to any such tenancy and any other information which Lender may from time to time reasonably request, certified by Borrower or by an appropriate officer of Borrower to be true and complete. Lender shall have the right to review and approve, prior to execution, all leases, licenses, franchises and occupancy arrangements relating to the Premises which cannot be cancelled by Borrower on thirty (30) days' notice without penalty, and thereafter, no such lease, license, franchise or occupancy arrangement shall be materially altered, extended, foreshortened or terminated without Lender's consent.

4.8. FINANCIAL STATEMENTS. To submit to Lender income, expense and other financial statements and data concerning the Collateral, Borrower and any guarantor at such times, in such form and containing such information as Lender may from time to time request.

5a26

4.9. INSURANCE OF COLLATERAL. To keep the Collateral insured against fire and such other casualties and contingencies as Lender may from time to time require, to deposit, at the request of the Lender, all insurance policies or memoranda thereof with Lender forthwith after the binding of such insurance and to deliver to Lender new policies or memoranda for any insurance about to expire at least ten (10) days before such expiration, all such insurance to be first payable in case of loss to Lender and to be written by such companies, on such terms, in such form and for such periods and amounts as Lender shall from time to time approve, and Borrower hereby grants Lender in the event of a default hereunder full power and authority as attorney irrevocable of Borrower to cancel or transfer such insurance, to retain any premiums or proceeds therefrom and to apply the same to the indebtedness secured hereby. Borrower will keep a million dollar occupancy policy on the premises for the duration of the note and the secured interest.

4.10. TAXES ON DEBT. To pay Lender on demand the amount of any tax payable by Lender which is attributable to the debt secured hereby, whether such tax is measured by the principal or the interest upon such debt or by deposits or otherwise, excluding, however, general income taxes levied against Lender.

4.11. PERFECTION AND EXTENSION OF SECURITY INTEREST; COSTS. To take such actions as Lender may reasonably request to perfect, maintain and extend the lien and security interest granted hereunder, including without limitation the execution and delivery of financing statements, amendments to and extensions of financing statements and to pay all costs incurred by Lender in connection with the perfection and the extension of Lender's security interest hereunder, including without limitation recording and filing fees and reasonable attorneys' fees.

4.12. COSTS IN CASE OF BANKRUPTCY OR OTHER PROCEEDINGS. If bankruptcy or other proceedings affecting the Borrower involve Lender's interest under this Mortgage and Security Agreement, including without limitation probate proceedings, condemnation proceedings, enforcement or other proceedings under any building, zoning, environmental or other law, ordinance or regulation affecting the Premises are commenced or threatened, to reimburse Lender promptly upon demand for all costs and expenses incurred by Lender in protecting its interest with respect to such proceedings, including without limitation reasonable attorneys' fees, and such amount, until paid, shall be added to the principal amount of the debt secured hereby and shall bear interest at the rate from time to time charged with respect thereto.

4.13. COSTS IN CASE OF TERMINATED FORECLOSURE. If foreclosure proceedings are begun because of Borrower's default hereunder and are subsequently terminated prior to a foreclosure sale for any reason whatsoever, including but not limited to termination caused by bankruptcy proceedings affecting Borrower, redemption or agreement of the parties, to pay to Lender promptly upon

5a27

demand all costs and expenses incurred in connection with such proceedings, including without limitation reasonable attorneys' fees, and such amount, until paid, shall be added to the principal amount of the debt secured hereby and shall bear interest at the rate from time to time charged with respect thereto.

4.14. LATE CHARGES, DEFAULT RATE. To pay to Lender a late charge in the amount of five (5%) percent of each periodic payment due hereunder which is more than ten (10) days in arrears to offset the additional expense involved in processing delinquent payments. In addition, from and after the date on which the Obligations secured hereby become due and payable, at maturity, upon default or otherwise, interest shall accrue and shall be immediately due and payable at a rate (the "Default Rate") which is six (6%) percent per annum higher than the Interest Rate otherwise applicable but in no event higher than the maximum interest rate permitted by law.

5. LENDER'S RIGHTS. Lender shall have and Borrower hereby irrevocably authorizes and agrees to permit, to cooperate with and to facilitate the exercise of the following rights:

5.1. INSPECTION. To inspect the Collateral and Borrower's books and records with respect to the Collateral from time to time upon reasonable notice and without notice for reasonable cause.

5.2. PAYMENTS ON BORROWER'S BEHALF; EXPENSES. To make any payment required to be made by Borrower hereunder when due if the same has not been paid by Borrower, including but not limited to all taxes, charges, assessments and water rates, or any payments in lieu thereof, which may at any time be or become a lien on the Collateral, and all condominium charges and insurance premiums. All such payments made by Lender and the amount of any costs and expenses to which Lender is entitled hereunder shall be reimbursed by Borrower to Lender promptly upon demand and, until paid, shall be added to the principal amount of the debt secured hereby and shall bear interest at the rate from time to time charged with respect thereto.

5.3. DEALINGS WITH BORROWER'S SUCCESSORS. To deal, without notice, with Borrower's successor or successors in interest with reference to this Mortgage and Security Agreement and the Obligations secured hereby in the same manner as with Borrower without in any way vitiating or discharging Borrower's liability hereunder or upon the Obligations. No sale of any Collateral and no forbearance on the part of Lender or extension of the time for payment or performance of the Obligations or any other indulgence given by Lender shall operate to release, discharge, modify, change or affect the original liability of Borrower, either in whole or in part, unless expressly so stated by Lender in writing, and Borrower hereby expressly waives notice of any such forbearance, extension or other indulgence.

5.4. APPLICATION OF DEPOSITS. If Borrower shall default in payment or

5a28

performance of the Obligations, to hold, dispose of and apply towards satisfaction of the Obligations any deposit or any other sum at any time held to the credit of Borrower and any other property of Borrower at any time in Lender's possession without first having recourse to any other rights or security which Lender may have or hold.

5.5. INSURANCE PROCEEDS. If the Collateral or any part thereof shall be damaged or destroyed by fire or other insured casualty, the amounts recovered pursuant to any insurance coverage in effect with respect thereto are hereby assigned and shall be paid to Lender and shall, at Lender's election, be applied towards reconstruction, repair or replacement of the Collateral, in which event, Lender shall release such proceeds from time to time for such purposes, at such times and upon such terms and conditions as Lender deems appropriate, or may be applied by Lender in satisfaction of the Obligations then remaining unsatisfied, whether or not then due and in such order as Lender determines, and for the foregoing purposes, Borrower hereby appoints Lender its attorney-in-fact to negotiate, settle and collect any such proceeds (including without limitation the right to participate in any proceedings relating thereto) without, however, imposing on Lender any obligation to do so.

5.6. EMINENT DOMAIN PROCEEDS. If the Collateral or any part thereof shall be taken by eminent domain or by other act of any public authority, any damages in connection therewith are hereby assigned and shall be paid to Lender and shall, at Lender's election, be applied towards reconstruction, repair or replacement of the Collateral, in which event, Lender shall release such proceeds from time to time for such purposes, at such times and upon such terms and conditions as Lender deems appropriate, or may be applied by Lender in satisfaction of the Obligations then remaining outstanding, whether or not then due and in such order as Lender determines and for the foregoing purposes, Borrower hereby appoints Lender as its attorney-in-fact to negotiate, settle and collect such proceeds (including without limitation the right to participate in any proceedings relating thereto) without, however, imposing upon Lender any obligation to do so.

6. APPRAISAL: Lender shall have the right to obtain an appraisal of the Premises.

7. DEFAULT. Without limitation, the occurrence of any of the following events shall constitute a default and shall, at Lender's election and upon the expiration of applicable grace periods, if any, authorize and empower Lender to exercise any of Lender's rights and remedies hereunder and at law:

7.1. FAILURE TO OBSERVE OBLIGATIONS. Failure of Borrower to pay, perform and observe each of Borrower's Obligations, including without limitation failure to pay when due any sum required hereunder or secured hereby as originally scheduled or upon acceleration.

5a29

7.2. TRANSFER WITHOUT CONSENT. The sale, transfer, assignment or other disposition of or change by action of law or otherwise in title to the Collateral or any part thereof or in any equity, beneficial or other ownership interest in Borrower, including without limitation by action of law or merger of ownership entities, without first and in each instance having disclosed to Lender the full particulars of any such transfer proposed and obtained from Lender its written consent thereto.

7.3. FORECLOSURE OF OTHER LIENS. If foreclosure proceedings or other proceedings intended to enforce or realize upon any junior or senior mortgage or security interest covering all or any part of the Collateral, including without limitation action to foreclose or levy upon a tax lien, a sheriff's sale or any other proceeding whereby Borrower's ownership or right to possession or control of the Collateral may be threatened, should be commenced or instituted (provided that the commencement or institution of such proceedings with respect to an interest junior to Lender's interest hereunder shall not constitute an event of default unless the same continues for more than thirty (30) days, without being withdrawn or otherwise terminated in Borrower's favor or shall actually deprive Borrower of ownership, possession or control of the Collateral).

7.4. BANKRUPTCY OR OTHER INSOLVENCY. The appointment of a receiver, conservator or similar officer of any of the property of; the making of an assignment for the benefit of creditors, trust mortgage or composition with creditors or other arrangement of similar import by; or the commencement of any proceedings under any Bankruptcy or Insolvency Law, now or hereafter enacted by or against Borrower or any guarantor or endorser of the Obligations.

8. LENDER'S REMEDIES. Upon the occurrence of an event of default and upon the expiration of applicable grace periods, if any, as aforesaid, Lender shall have and may exercise the rights hereinafter set forth without limitation on any other rights which Lender may possess, at law, by agreement or otherwise, all of Lender's rights and remedies to be deemed cumulative and not exclusive:

8.1. ACCELERATION. At Lender's election, to declare all monetary Obligations secured hereby immediately due and payable.

8.2. POWER OF SALE, REAL AND PERSONAL PROPERTY. This Mortgage is upon the STATUTORY CONDITION and upon the further condition that all of the Obligations as hereinabove defined shall be kept and fully performed and that for any breach of the foregoing, Lender shall have, in addition to any rights and remedies set forth herein and in any other instrument, document or undertaking entered into or given by Borrower or any other party as security for or in connection with the Obligations or available to Lender as a matter of law, the STATUTORY POWER of SALE. Lender shall also have, as to personal property forming a part of the Collateral, all the rights and remedies of a Secured Party under the Uniform

5a30

Commercial Code, including the option to proceed as to real estate and personal property separately or to proceed with respect to both together under the law relating to foreclosure of real estate mortgages. If Lender elects to proceed separately, Lender may require Borrower to make such Collateral available to Lender at a place to be designated by Lender, and unless such Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender will give Borrower reasonable notice of the time and place of any public sale thereof or of the time after which any private sale or other intended disposition thereof is to be made. All requirements for notice with respect to the sale or disposition of personal property shall be deemed met if such notice is mailed by certified mail, postage prepaid, to Borrower at the address herein below set forth, as the same may be from time to time changed in accordance herewith, or if no such address is set forth, to Borrower's last and usual place of business, at least five (5) days before the time of the sale or disposition. In the event the Lender elects to sell real and personal property together, the giving of those notices required with respect to the foreclosure of a mortgage on real estate will be deemed to be a complete satisfaction of all notice requirements with respect to the sale of personal property.

8.3. POSSESSION. Whether or not Lender has accelerated the Obligations or commenced foreclosure proceedings, Lender shall have the right to enter upon and take exclusive possession of the Collateral and of all books, records and accounts relating thereto without notice and without being guilty of trespass, and if Borrower refuses to surrender possession, to invoke any and all legal remedies to obtain possession. Lender may hold, lease, manage, operate or otherwise use or permit the use of the Collateral, itself or by other persons, firms or entities, in such manner, for such time and upon such terms as Lender may deem to be prudent and reasonable under the circumstances, and may make such repairs, alterations, additions and improvements and take any and all other action with reference thereto, from time to time as Lender may deem necessary or desirable and any amounts thus expended and any other costs and expenses incurred in the care and management of the Collateral and in prosecuting or defending any action brought by or against Borrower or Lender arising out of Lender's possession, including without limitation reasonable attorneys' fees, shall be reimbursed to Lender, and such amount, until paid, shall be added to the principal amount of the debt secured hereby and shall bear interest at the rate from time to time charged with respect thereto.

8.4. LIQUIDATED DAMAGES. If a foreclosure sale shall occur with respect to the Collateral, Lender shall be entitled to retain an amount equal to one (1%) percent of the sales price in addition to all costs and expenses allowed by law and by this Mortgage and Security Agreement as liquidated damages.

8.5. SALE IN PARCELS. If a foreclosure sale shall occur, Lender may, at its election, in the exercise of its power of sale, sell the Collateral in parcels, and said sales may be held from time to time in such order as the Lender may determine, and the power

5a31

shall not be exhausted until all of said Collateral not previously released shall have been sold.

8.6. INTEREST ON SURPLUS. If a foreclosure sale or other disposition of the Collateral shall occur and if surplus proceeds shall be realized, Lender shall not be required to pay interest thereon pending distribution.

9. SUBROGATION TO RIGHTS OF PRIOR LIENS. In addition to and not in limitation of any other right or remedy which Lender may possess, Lender is hereby subrogated to the full extent of the Obligations to any and all liens, claims and demands and to the rights of the owners and holders of the same with respect to the Collateral which are paid or satisfied in whole or in part from the proceeds of the Note, and such liens, claims and demands shall be, and each of them hereby is, preserved and transferred to and hereafter shall be deemed to be held by Lender to the same extent that the same would have been preserved, transferred to and held by Lender, had they been explicitly assigned or otherwise transferred to Lender by the prior holder thereof, notwithstanding the fact that a release, discharge, acknowledgement of satisfaction or other instrument of termination may have been delivered or recorded with respect thereto, provided that a discharge of this Mortgage shall be deemed to constitute also a discharge and release of any such item as to which Lender holds title solely by virtue of its rights under this paragraph.

10. CAPTIONS, GENERAL APPLICATION OF TERMS. Captions and headings employed herein are intended for convenience of reference only and shall not be deemed to affect, modify or define in any way or otherwise be used to construe the meaning of the text. Words used in the singular shall be deemed to include the plural, and pronouns of any gender shall be deemed to include all genders as required by context.

11. INVALIDITY, SEPARABILITY, NEGATION OF USURY. The invalidity, illegality or unenforceability of any provision hereof or of any instrument, document or undertaking secured hereby or entered into in connection herewith or of any particular application thereof shall not be deemed to affect or impair in any fashion the validity, legality or enforceability of any other such provision or application and any instrument, document or undertaking containing such a provision shall continue in full force and effect and shall be interpreted so as to implement as nearly as possible the intention of the parties in the absence of such provision. In the event that any interest payment, fee, charge or other payment collected hereunder or under any instrument, document or undertaking secured hereby or entered into in connection herewith is determined, individually or in the aggregate, to be in violation of any applicable usury or other legal limitation or prohibition, such payment shall be deemed, but only to the extent of such violation, to constitute a payment against the principal amount secured hereby, effective as of the date of such payment, and if such application to principal is not sufficient to rectify any such violation, shall be refunded by Lender to Borrower upon request.

12. NOTICES. Any notice required or permitted to be given hereunder shall be deemed duly

5a32

given if in writing and mailed, postage prepaid, certified mail, return receipt requested, if to Borrower, addressed to:

Todd Brooks
110 Parker Street
Winchester, Massachusetts 01887

and, if to Lender, addressed to:

Robert Carp, Esq.
1215 Chestnut Street
Newton, MA 02464

Borrower or Lender may change their above set forth notice address only by written notice given as aforesaid.

13. WAIVER OF STATUTE OF LIMITATIONS. Borrower hereby waives the right to assert any statute of limitations as a bar to the enforcement of the lien of this Mortgage or to any action brought to enforce the Note or any other Obligation secured by this Mortgage.

14. WAIVER OF MARSHALLING. Notwithstanding the existence of any other security interests in the Collateral held by Lender or by any other party, Lender shall have the right to determine the order in which any or all of the Collateral shall be subjected to the remedies provided herein and the right to determine the order in which any or all portions of the Obligations secured hereby are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Borrower, any Guarantor, any party who consents to this Mortgage and any party who now or hereafter acquires a security interest in the Collateral and who has actual or constructive notice hereof hereby waives and shall be deemed to have waived any and all rights to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

(signatures contained on following page)

5a33

EXECUTED as an INSTRUMENT under SEAL this 1 day of APRIL, 2024.

Todd Brooks, individually and as personal guarantor

Signature Page for Mortgage and Security Agreement (Wine Shop of Reading)

5a34

CERTIFICATE OF CORPORATE VOTE

This document certifies that on February 20, 2014, a special meeting of the Board of Directors of Brooks Brew and Fine Wines, LLC, Inc., was held at the Corporation's offices at 110 Parker Street, Wilmington, MA. All members of the Corporation's board of directors being present and voting, it was unanimously voted

A) To purchase the assets of the Wine Shop of Reading (corporate name: Reading Fine Wines, LLC.)
B) To sign the necessary licenses and petition for transfer of the current licensee to Brooks Brew and Fine Wines, LLC., and any other necessary documents both pre and post sale to document the transaction.
C) To Pledge the corporate stock, inventory and allow a lien on all assets as security for the repayment of the note held by the seller for part of the purchase price of the Wine Shop of Reading.
D) To appoint Todd Brooks as the Manager of Record of the new entity and as principal representative.

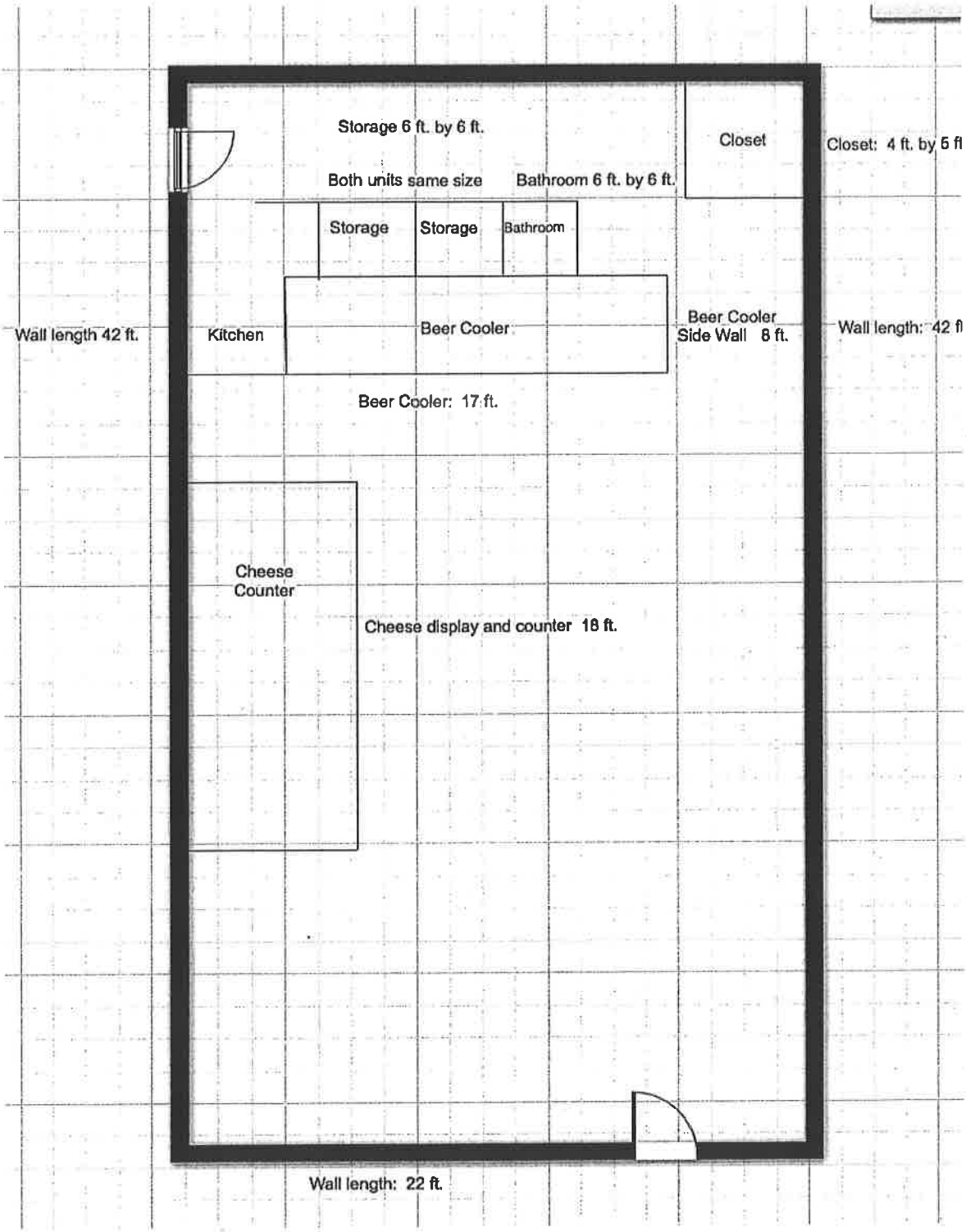
I, the undersigned, certify that this is a true copy.

Todd Brooks

Manager and Secretary

2/20/2014

Date


Storage 6 ft. by 6 ft.
Both units same size
Bathroom 6 ft. by 6 ft.
Closet
Closet: 4 ft. by 5 ft
Storage
Storage
Bathroom
Wall length 42 ft.
Kitchen
Beer Cooler
Beer Cooler
Side Wall 8 ft.
Wall length: 42 ft
Beer Cooler: 17 ft.
Cheese
Counter
Cheese display and counter 18 ft.
Wall length: 22 ft.

5a36

ASSET PURCHASE AGREEMENT

By and Among

Robert Carp, Esq.

The Seller

And

Todd Brooks

The Buyer

Dated as of **April 1, 2014**

5a37

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT is dated as of the 1st Day of April, 2014, by and among **Reading Fine Wines, LLC.** a Massachusetts business corporation with an address at 676 Main Street, Reading, Massachusetts (the "Seller") and **Todd Brooks,** an individual with an address of 110 Parker Street, Wilmington, Massachusetts, or his nominee as permitted herein (the "Buyer").

The Seller desires to sell the assets of the business (hereinafter referred to as "Assets") known as **Wine Shop of Reading** (the "Business"), which Business and assets are located at 676 Main Street, Reading, Massachusetts (the "Premises"), and which shall include, but not be limited to, those items as set forth on the attached **Exhibit A**, to the Buyer, and the Buyer desires to purchase the Assets of the Seller, upon the terms and subject to the conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the parties hereto agree as follows:

ARTICLE 1
PURCHASE AND SALE OF ASSETS

Section 1.01. Purchase and Sale. Subject to the terms and conditions set forth in this Agreement, the Sellers agree to sell to the Buyer, and the Buyer agrees to purchase from the Seller, at the Closing referred to in Article 2 of this Agreement, all of the Assets in exchange for the payment of the Purchase Price as described below.

Section 1.02. Calculation and Delivery of Purchase Price. The total purchase price for the Assets (excluding Inventory) is **Two Hundred Fourteen Thousand ($214,000.00) Dollars** (such aggregate amount, the "Purchase Price"), together with an additional amount equal to the book value of the Inventory of the Business as of the Closing Date payable pursuant to Section 1.05 and Article 3 hereof, and the addition of the security deposit to the landlord of Ten Thousand Dollars ($10,000).

Section 1.03. Title: Said Assets are to be conveyed by a good and sufficient bill of sale, running to Buyer (or to a nominee so designated by Buyer in accordance herewith) conveying a good and clear record and marketable title thereto, free from encumbrances. The bill of sale shall be in the form attached and marked **Exhibit D**. The Seller agrees to execute such additional documents as are reasonably required to vest title and rights in Buyer, when requested, which may be after the closing. The Assets shall be delivered at the time of closing in the same condition as of the date hereof, reasonable wear and tear excepted.

Section 1.04 Allocation of Purchase Price. The Purchase Price shall be allocated amongst the Assets subsequent to the date hereof but prior to Closing, as reasonably determined by agreement of Buyer's and Seller's accountants using generally accepted accounting methods and with the objective of providing Buyer and Seller with the most mutually beneficial allocation practical. Seller and Buyer agree to execute at closing IRS Form 8594, properly completed.

Section 1.05 Inventory. Not sooner than three (3) days prior to Closing, Buyer and Seller shall dedicate sufficient time to conduct a full inspection of the resale food, beverage and supply inventory (the "Inventory") to determine the actual book value thereof as of the week of Closing. Such amount shall be part of the Purchase Price and shall be paid at Closing.

Section 1.06 Deposit. Buyer deposited **$1,000.00** with the Offer, and has deposited an additional **$20,400.00** towards the Purchase Price at the time of signing this Agreement (collectively the "Deposit") to be applied against the Purchase Price at Closing. The Deposit

5a38

shall be held in escrow, in the escrow account of Keller Williams, as escrow agent, subject to the terms hereof. The Deposit shall be duly accounted for at the time of Closing. In the event of any material disagreement between Buyer and Seller, the escrow agent shall retain said Deposit pending instructions mutually given by the Buyer and the Seller, or by a Court of competent jurisdiction, or may deposit the Deposit in an appropriate court in the Commonwealth of Massachusetts and therein commence an action for interpleader or action of similar nature, and the Escrow Agent shall cease to have any other obligations or liabilities hereunder with respect to the funds so deposited.

Section 1.07 Buyer's Default Damages. If the Buyer shall fail to fulfill the Buyer's agreements herein, the Deposit made hereunder by the Buyer shall be retained by the Seller as liquidated and exclusive damages for breach of this Agreement by the Buyer, which shall be Seller's sole remedy at law or in equity. Buyer acknowledges that the actual damages in the event of Buyer's default would be difficult to ascertain and that the Deposit (together with interest) is a reasonable forecast of Seller's damages, and is an acceptable method to establish same, regardless of the amount of any subsequent sale price that Seller may receive to sell the Assets after Buyer's default hereunder.

Section 1.08 Due Diligence. Buyer has had the opportunity to perform such due diligence, inspections and investigations of the Assets, Business, Premises, Lease and Seller's financial records and documentation, and has accepted all documents, financial statements, vendor's bills, receipts and any and all financial instruments as acceptable.

ARTICLE 2
CLOSING

Section 2.01. Time and Place. The closing of the sale and purchase of the Assets (the "Closing") shall be held at the offices of the Seller's attorney within seven (7) days after Buyer has obtained such permits necessary to operate the Business as presently operated. The date on which the Closing is actually held hereunder is sometimes referred to herein as the Closing Date. It is agreed that time is of the essence. At the Closing, any nominee designated by the Buyer to take title to the Assets succeeds to the rights of Buyer under this Agreement, provided Buyer guarantees such nominee's faithful performance with any and all obligations of Buyer hereunder, which guarantee shall survive closing.

Section 2.02. Seller Closing Deliveries. At the Closing, in addition to any other instruments or documents referred to herein, Seller shall deliver the following:

(i) A bill of sale as set forth as **Exhibit D** and any other necessary assignment documents transferring and assigning the Assets to Buyer, free and clear of all encumbrances, liens, security interests, and indebtedness of whatever nature;

(ii) Corporate votes/resolutions of Seller, certified by its Secretary, authorizing this Agreement and the transactions contemplated by this Agreement;

(iii) A Certificate of Good Standing from the Massachusetts Secretary of the Commonwealth for Seller dated not more than thirty (30) days prior to the Closing;

(iv) A certificate of payment/good standing from the Commissioner of Revenue pursuant to Massachusetts General Laws chapter 62C, Section 44(a) and a waiver of tax lien pursuant to Massachusetts General Laws chapter 62C, Section 52;

(v) Such other documents, instruments and agreements as are required by this Agreement, or that

5a39

Buyer may reasonably request to effectuate same.

(vi) A valid assignment of the current lease with the same terms and dates as are currently in effect.

Section 2.03. Buyer Closing Deliveries. On the Closing Date, Buyer will deliver the following to Seller:

(i) The Purchase Price;

(ii) An Assumption Agreement in form reasonably acceptable to the Seller with respect to the Assumed Liabilities as **Exhibit B**, if any;

(iii) Such other documents, instruments and agreements as are required by this Agreement, including a two year, fixed rate note for $194,000, paid monthly with interest only, which will mature in two (2) years from the date of its signing.

Section 2.04 Extension/Cancellation. Notwithstanding the time for performance as set forth at Section 2.01, should there be pending or threatened litigation against Seller by any Wine Shop of Reading creditor of Seller, as of the time for performance or should all of the Conditions Precedent not have been satisfied or should any of Seller's representations and warranties not be accurate as of the Closing Date or Seller shall not have fully performed under this Agreement, or if Seller is unable to perform as of the Closing Date, then Buyer and Seller shall extend the time for performance a reasonable time given the circumstances but in no event for longer than thirty (30) days, during which time the parties shall use reasonable efforts to perform in accordance with the terms and provisions hereof. If at the expiration of any extended time circumstances causing the extension shall not have been satisfied, Buyer may either accept such title as Seller can convey, or Buyer or Seller may cancel this Agreement, in which event this Agreement shall be null and void and all deposits shall be forthwith refunded. Seller shall not be obligated to spend in excess of $3,000 in satisfying the Conditions Precedent or otherwise using reasonable efforts to perform in accordance herewith, exclusive of the payment of taxes and payoff of liens necessary to clear title to the Assets.

Section 2.05 Adjustments. Water and sewer use charges, telephone bills, heating fuel, rent and additional rent, property taxes and similar charges and adjustments shall be made and apportioned as of the Closing Date. If the amounts of any such obligations are not known at the time of Closing, they shall be apportioned on the basis of the prior billings with a reapportionment as soon as the actual billings can be ascertained.

ARTICLE 3
PURCHASE PRICE PAYMENT

At Closing, the Buyer shall pay Seller the Purchase Price as follows:

1. Buyer has deposited $1,000.00 with the Escrow Agent with the Offer;

2. Buyer has deposited an additional $20,400.00 with the Escrow Agent simultaneously, and as a precondition to, execution and enforceability of this Agreement; and

3. At the Closing Buyer shall pay the balance $28,600, by bank check, certified check or wire transfer. The buyer will be issued a note for $204,000 at rate of 6.5% interest only for two years, at which time the entire principal will be payable. Buyer shall pay value of the Inventory to Seller pursuant to Section 1.05.

5a40

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF THE SELLERS

As a material inducement to Buyer to enter into this Agreement and consummate the transactions contemplated hereby, the Seller represents to the Buyer as follows:

Section 4.01 Rights to Sell Outstanding Assets; Approvals; Binding Effect. Seller has obtained all necessary authorizations and approvals to sell the Assets. This Agreement has been duly executed and delivered by the Seller and will constitute the legal, valid and binding obligation of the Seller enforceable against the Seller in accordance with its terms, except as the enforceability thereof may be limited by any applicable bankruptcy, reorganization, insolvency or other laws affecting creditors rights generally or by general principles of equity. Seller shall use good faith in performing its obligations hereunder.

Section 4.02 Title to Assets. As of this date and as of the Closing Date, Seller has and shall have a good title to the Assets being conveyed by the terms of this Agreement and will transfer all such Assets to the Buyer at Closing free and clear of all liens, encumbrances or defects and title to such property shall be so good and clear.

Section 4.03 Liabilities. The parties agree no liabilities, debts or obligations of Seller are included in this purchase except as may be specifically listed on the attached **Exhibit B**, or as may otherwise be specifically assumed by Buyer by separate document executed by the parties at or prior to Closing.

Section 4.04 Legal Existence. The Seller is a duly organized business corporation, validly existing under the laws of the Commonwealth of Massachusetts, and is in good standing with the Massachusetts Secretary of State and Department of Revenue.

Section 4.05 Governmental Authority. The Seller currently holds all necessary governmental licenses, approvals and permits to operate and to carry on its business as is now being conducted at the Premises. Such licenses and/or permits are in good standing and none have been suspended at any time as of the date of this Agreement. There are no threats or complaints or pending actions known to Seller that could adversely affect or result in loss, suspension or revocation of any such licenses, approvals or permits of Seller. Seller is qualified to do business in all jurisdictions in which it conducts business as of the date of this Agreement to the extent it is required to be so qualified, and shall be so qualified as of the Closing Date.

Section 4.06. Claims. There are no known, threatened or pending claims, liens, cease and desist orders, enforcement orders, governmental admonitions or warnings, complaints or litigation by any person or entity against Seller relative to the business that Seller conducts or involving the Assets being sold hereunder.

Section 4.07 Taxes and Tax Returns. Seller has filed all federal, state, county and local tax returns required to be filed by it as of the date of this Agreement, including but not limited to those with respect to income, withholding, social security, unemployment, franchise, bulk sales, excise taxes, use taxes and sales taxes, and no taxes or assessments are delinquent, as applicable. All tax obligations of the Seller have been paid within their due dates as same may have been extended on valid extensions.

Section 4.08 Deleted.

Section 4.09 Conformity. To Seller's knowledge the Business conducted by Seller at the Premises is in conformity with applicable regulations, statutes and governmental orders and shall remain in conformity through Closing.

Section 4.10 Trademarks, Proprietary Rights, Etc. To Seller's knowledge, the Business being conducted by Seller, and the Assets, do not violate or infringe upon any trade names, trade secrets, patents, trademarks or other proprietary rights of any person; all business is being conducted by Seller exclusively and there are no private licenses or other rights granted by others to Seller that have expiration dates or that might be canceled as a consequence of this sale from Seller to Buyer; no exclusive right to sell product relationship has an expiration date or may be canceled as a consequence of this sale from Seller to Buyer.

Section 4.11 Inventories. All of the Inventory items included in the sale are, and, as of the Closing, will be, of a quality and quantity saleable in the ordinary course of the Business. No Inventory items will be sold or disposed of except through sales in the ordinary course of business at profit margins consistent with the experience of Seller in prior years.

Section 4.12 Subsidiaries. Seller has no subsidiaries or other business interests as would impair the transferability of the Assets being the subject of this Agreement.

Section 4.13. Deleted.

Section 4.14 Condition of Assets. The parties agree the Assets are presently in good repair and condition, and shall be in the same condition at the time of Closing, sales of inventory made in the ordinary course of business, reasonable wear and tear, and casualty loss only excepted. Within seven (7) days prior to closing Buyer shall inspect the Premises with reasonable advance notice to Seller to confirm the condition of the Assets is consistent herewith. After such inspection, Buyer shall accept the Subject Assets at the closing "as is" and "as found", except as otherwise set forth in this Agreement.

Section 4.15 Covenants of Seller. Seller hereby covenants and agrees that:

a. At Closing, Seller shall provide Buyer with a good standing certificate, pursuant to the Massachusetts Revenue Code, issued by the Massachusetts Department of Revenue.

b. From the date hereof until the Closing, Seller will maintain inventory of a quality and quantity consistent with historical practices; maintain its existence in good standing; maintain the general character of its business and conduct its business in its ordinary and usual manner; maintain proper business and accounting records; maintain the Premises in its current condition, ordinary wear and tear excepted only; maintain in all material respects presently existing insurance coverage; use all reasonable efforts to preserve its business organization intact and to preserve its good will and licenses, customers, and others having business relationships with it and properly and timely pay all creditors.

c. From the date hereof until the time of closing, Seller shall not mortgage, pledge or subject to lien or other encumbrance any of the Assets; and shall not enter into any material agreement, contract or commitment other than in the ordinary course of business.

d. Seller shall conduct its business only in the ordinary course, and shall refrain from making any purchase, sale or disposition of any asset or property other than in the ordinary course of business.

e. Seller will, as requested by Buyer, use good faith efforts to assist Buyer in its efforts to secure a new lease for the Premises from the landlord/owner of the Premises. Such good faith efforts shall include reasonable communications between Seller and the Landlord. In the event the landlord/owner of the leased premises will not provide a lease under the current terms to the Buyer, this deal is null and void, and all deposits and interest will be returned to the Buyer promptly.

f. Seller shall use good faith efforts to assist the Buyer, as requested, in the transfer of the Seller's licenses and approvals needed for the operation of the Business by the Buyer. Such good faith efforts shall include reasonable assistance with applications to local and state authorities and communication with government officials.

4.16 Noncompetition. Seller shall sign a Non-Compete Agreement at Closing, agreeing that Seller shall not, for one year and within five miles of the Town of Reading, Massachusetts, compete with the Business in the retail sale of alcohol either working for themselves or for others.

5a42

ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF THE BUYER

As a material inducement to Seller to enter into this Agreement and consummate the transactions contemplated hereby, the Buyer represents and warrants to the Seller as follows:

Section 5.01 Authority of Buyer. The Buyer has full power and authority to enter into this Agreement and to perform its obligations hereunder. There are no proceedings, judgments, litigation or other matters which are now pending or threatened against Buyer or any nominee which will adversely affect the consummation of the transaction herein contemplated or Buyer's business operations. Buyer may assign all of his rights hereunder to a nominee organized for this purpose, and of which the Buyer is the principal, provided the Buyers shall remain bound to guarantee performance of the obligations as "buyer" hereunder, and in the event said nominee is a business organization then Buyer shall provide reasonable documentation evidencing the good standing and due authority of said nominee and its agents. Buyer shall notify the Seller at least two (2) weeks prior to Closing of the nominee so named.

Section 5.02 Ability to Perform. The Buyer has sufficient available funds to perform in accordance with the terms hereof, and in accordance with the dates set forth herein. Buyer shall use good faith in performing its obligations hereunder. Buyer's obligations hereunder are not contingent or conditioned upon securing financing of the Purchase Price.

Section 5.03 Covenants of Buyer. Buyer hereby covenants and agrees that:

a. Buyer will use good faith, diligent efforts to secure, prior to sixty (60) days from the date hereof, a new lease for the Premises from the landlord/owner of the Location, time being of the essence. In the event the landlord/owner and the Buyer can not come to terms suitable in the sole discretion of the Buyer, this deal is null and void, and all deposits and interest will be returned to the Buyer promptly.

b. Buyer shall use good faith, diligent efforts to apply for, pursue and obtain such permits, licenses and approvals as are necessary, customary and/or incidental to operate the Businesses at the Premises as presently operated.

ARTICLE 6
CONDITION PRECEDENT TO BUYER (S) OBLIGATIONS

The obligation of the Buyer to consummate the Closing shall be subject to the satisfaction at or prior to the Closing of each of the following conditions (to the extent noncompliance is not waived in writing by the Buyer):

Section 6.01. Representations and Warranties True at Closing. The representations and warranties made by the Seller in this Agreement shall be true and correct in all material respects at and as of the Closing Date with the same effect as though such representations had been made or given at and as of the Closing Date.

Section 6.02. Compliance with Agreement. The Seller shall have performed and complied with, in all material respects, all of its obligations under this Agreement to be performed or complied with by them on or prior to the Closing Date.

Section 6.03. Liquor License; Permitting. The Closing is contingent upon Buyer having obtained approval for a retail liquor license, and such other license, permits and approvals, issued by the Town of Reading and/or the Alcoholic Beverages Control Commission (ABCC) as

5043

necessary to operate the Business at the Premises as currently operated. If the Buyer is unable after diligent efforts to obtain such license approval, this deal will be null and void and all deposits and interest will be returned promptly to the Buyer and no party shall have further recourse in law or in equity.

Section 6.04. No Material Adverse Change. From the date of this Agreement to the Closing, there shall not have occurred any material and adverse change to the Assets which materially impairs the ability to conduct business or the earning power thereof on the same basis as of this date.

Section 6.05. Proceedings and Documents Satisfactory. All proceedings in connection with the transactions contemplated by this Agreement and all certificates and documents delivered to the Buyer in connection with the transactions contemplated by this Agreement shall be reasonably satisfactory in all respects to the Buyer and the Buyer's counsel, and the Buyer shall have received the originals or certified or other copies of all such records and documents as the Buyer may reasonably request.

Section 6.06 Real Estate Lease. This Agreement is contingent upon the Buyer obtaining a new lease for the Premises within sixty (60) days from the Date of this Agreement. If the Buyer is unable to obtain such new lease, and upon notice to the Seller as called for herein by 8:00 P.M. of the sixtieth (60^{th}) day of Buyer's inability to obtain such new lease and Buyer's decision to terminate the Agreement, this Agreement shall be null and void and the Deposit shall be returned to the Buyer without deduction, and there shall be no further recourse between the parties, at law or in equity.

Section 6.07 Reasonable Access. From this date onward, Buyer and Buyer's agents shall have the opportunity to inspect the Assets and Premises for the purposes of equipment inspection, and to show the property to contractors to take measurements and the like, at reasonable times and a reasonable number of times, and upon at least 24 hours advance notice to Seller, but in any event such access shall not materially interfere with the conduct of Seller's business in so doing. All access by the Buyer or Buyer's agents or representatives shall be at Buyer's sole risk and expense, and Buyer shall indemnify and hold Seller harmless from and against any damage or injury to property or person that shall occur by virtue of Buyer and/or his agents or representatives access to the Premises. This provision shall survive closing or earlier termination/expiration of this Agreement.

ARTICLE 7
CONDITIONS PRECEDENT TO THE SELLERS OBLIGATIONS

The obligation of the Seller to consummate the Closing shall be subject to the satisfaction, at or prior to the Closing, of each of the following conditions (to the extent noncompliance is not waived in writing by the Seller):

Section 7.01. Representations and Warranties True at Closing. The representations and warranties made by the Buyer in this Agreement shall be true and correct in all materials respects at and as of the Closing Date, with the same effect as though such representations and warranties had been made or given at and as of the Closing Date.

Section 7.02. Compliance with Agreement. The Buyer shall have performed and complied in all material respects with all of its obligations under this Agreement that are to be performed or complied with by it at or prior to the Closing.

Section 7.03. Proceedings and Documents Satisfactory. All proceedings in connection with the transactions contemplated by this Agreement and all certificates and documents delivered to the Seller in connection with the transactions contemplated by this Agreement shall be

5a44

satisfactory in all reasonable respects to the Seller and their counsel, and the Seller shall have received the originals or certified or other copies of all such records and documents as the Seller may reasonably request.

Section 7.04. Liquor License Transfer. Buyer shall have received approval for a retail liquor license issued by the Town of Reading and the Alcoholic Beverages Control Commission (ABCC) as necessary to operate the Business at the Premises.

ARTICLE 8
CERTAIN TRANSITIONAL MATTERS

Section 8.01. General. Seller shall be responsible for filing all tax returns for the period through the Closing Date. Any accrued tax liabilities through the Closing Date remain the responsibility of the Seller.

Section 8.02 Seller's Transitional Assistance. Seller agrees to cause the current owners to be reasonably available for a period of one (1) week following the Closing, at the Premises upon request, and at reasonable times and for reasonable periods to answer questions and provide advice as may be requested by Buyer.

Section 8.03 Employees.

(a) Seller shall terminate all of its employees effective as of the Closing Date and Buyer shall not assume or have any obligations or liabilities with respect to such terminations, including, without limitation, any severance obligation. Seller acknowledges and agrees that Buyer has the right to interview and discuss employment terms and issues with such employees prior to and after the Closing. Recognizing the valuable contribution of the present employees of the Business to its continuity through and after the Closing Date, Seller agrees to consult with Buyer in a timely manner regarding any proposed staffing changes prior to the Closing, including, but not limited to, hourly pay rates, schedules of hours and days worked or any other conditions of compensation or employment.

(b) Seller shall pay all wages and the cost of all fringe benefits provided to its employees (if any) which shall have become due for work performed as of and through the Closing Date, and Seller shall collect and pay all taxes in respect to such wages and benefits.

ARTICLE 9
INDEMNIFICATION

Section 9.01. Indemnity by the Seller. From and after the Closing, the Seller agrees to defend, indemnify and hold the Buyer harmless from and against the aggregate of all losses, costs, deficiencies, liabilities and damages (including reasonable attorney(s) fees and costs) incurred or suffered by the Buyer, as a direct result of:

(a) Non-payment of any accounts payable, tax or any other obligations in respect of the Business (other than the liabilities specifically assumed by Buyer set forth on **Exhibit B** attached hereto) and incurred during Seller's operation of the Business prior to the Closing.

5a45

(b) Any breach of any representation or warranty contained in this Agreement or any certificate delivered pursuant hereto made by Seller.

(c) Any breach or default by the Seller of any covenant, obligation or undertaking contained in this Agreement.

(d) Non-payment of any payment obligation, accounts payable, or tax obligations now accrued or later accrued or accrued on the books of Seller.

(e) Any demands, proceedings, actions, causes of action and/or lawsuits, now pending or threatened against Seller.

(f) Any employment agreements or promises made to employees of Seller.

(g) Any accrued liabilities or claims for worker's compensation, retirement plans, bonus plans, employee stock option agreements, or health insurance claims or deductibles.

Section 9.02. Indemnity by the Buyer. From and after the Closing, the Buyer agrees to defend, indemnify and hold the Seller harmless from and against the aggregate of all losses, costs, deficiencies, liabilities and damages (including reasonable attorney fees and costs) incurred or suffered by the Seller, as a direct result of:

(a) Non-payment of any accounts payable, tax or any other obligations in respect of the Business and incurred during Buyer's operation of the Business from and after the Closing.

(b) As to any of the Assumed Liabilities as listed on **Exhibit B**, for which Buyer assumes responsibility; and

(c) Any breach of any representation or warranty contained in this Agreement or any certificate delivered pursuant hereto made by Buyer.

(d) Any breach or default by the Buyer of any covenant, obligation or undertaking contained in this Agreement;

(e) Any demands, proceedings, actions, causes of action and/or lawsuits, now pending or threatened against Buyer.

(f) Any employment agreements or promises made to employees of Buyer, for employment from and after the Closing Date.

The indemnification provisions of this paragraph shall survive the Closing herein for a period of two (2) years.

ARTICLE 10
GENERAL

Section 10.01. Survival and Materiality of Representations and Warranties. The representations and warranties of the parties hereto contained in this Agreement or otherwise made in writing in connection with the transactions contemplated hereby (in each case except as affected by the transactions contemplated by this Agreement) shall survive the Closing and the consummation of the transactions contemplated hereby for a period of two (2) years.

Section 10.02. Notices. All notices, demands and other communications hereunder shall be in writing or by written telecommunication, and shall be deemed to have been duly given if delivered personally or if mailed by certified mail, return receipt requested, postage prepaid, or if sent by overnight courier, or sent by written telecommunication, to the addresses listed on the first page of this agreement, with a copy to:

If to Buyer: **Todd Brooks**, P.O. Box 2923, Acton, MA 01720

5a46

If to Seller: Robert Carp, Esq., 1215 Chestnut Street, Newton, MA 02464.

Section 10.03. Entire Agreement. This Agreement (including the exhibits and schedules hereto) contains the entire understanding of the parties, supersedes all prior agreements and understandings relating to the subject matter hereof and shall not be amended except by a written instrument hereafter signed by all of the parties hereto. Without limiting the generality of the foregoing, each of the Sellers and the Buyer acknowledges that no party hereto is making any representation or warranty relating to the subject matter of this Agreement except as expressly set forth in this Agreement.

Section 10.04. Governing Law. The validity and construction of this Agreement shall be governed and construed and enforced in accordance with Laws of the Commonwealth of Massachusetts.

Section 10.05. Sections and Section Headings. The headings of sections and subsections are for reference only and shall not limit or control the meaning thereof.

Section 10.06. Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns. Except as provided elsewhere herein, neither this Agreement nor the obligations of any party hereunder shall be assignable or transferable by such party without the prior written consent of the other party hereto; *provided, however*, that nothing contained in this Section shall prevent the Buyer, without the consent of the Seller, (a) from transferring or assigning this Agreement or its rights or obligations hereunder to another entity controlling, under the control of, or under common control with the Buyer, provided the Buyer guarantees the performance by the assignee or nominee,

or (b) from assigning all or part of its rights or obligations hereunder by way of collateral assignment to any bank or financing institution providing financing for the acquisition contemplated hereby.

Section 10.07. Severability. In the event that any covenant, condition, or other provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed to be severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other covenant, condition or other provision contained herein.

Section 10.08. Further Assurances. The parties agree to take such reasonable steps and execute such other and further documents as may be necessary or appropriate to cause the terms and conditions contained herein to be carried into effect.

Section 10.09. No Implied Rights or Remedies. Except as otherwise expressly provided herein, nothing herein expressed or implied is intended or shall be construed to confer upon or to give any person, firm or corporation, other than the Sellers and the Buyer, any rights or remedies under or by reason of this Agreement.

Section 10.10. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 10.11. Construction. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rule of strict construction will be applied against either party. Without limiting the generality of the foregoing, the language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning, strictly neither for nor against any party hereto, and without implying a presumption that the terms thereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the Person who drafted the same. It is hereby agreed that representatives of both parties have participated in the

preparation hereof.

Section 10.12 Confidentiality and Disclosure. The Buyer and Seller shall mutually approve all public disclosures of the existence of this Agreement and its terms and this transaction, except for those disclosures that are required by law. Neither party shall communicate to third parties in a manner which discredits or damages the other party. Nevertheless, this provision shall not prevent the Buyer from engaging in due inquiry or seeking approvals and permits or proceeding with activities related to the purchase.

Section 10.13 Venue. The Buyer and Seller agree that, in the event of suit, action or proceeding regarding enforcement of this Agreement, such suit, action or proceeding shall be brought in the Commonwealth of Massachusetts, or the federal courts in the Massachusetts.

Section 10.14 Bulk Sales Law. Buyer hereby waives compliance by Seller with any applicable bulk sales law and Seller agrees to make full and timely payment when due of all amounts owed by Seller to its creditors for all obligations and liabilities arising from the period of Seller's ownership and operation of the Business, excluding those accounts or debts disclosed to Buyer for inventory and stock ordered prior to the Closing Date, but not received by the Business until post-closing, and for which appropriate adjustment has not been made in the Purchase Price.

Section 10.16 No Partnership or Joint Venture. Nothing herein contained shall be construed to create a partnership or joint venture between Seller and Buyer, or render the Seller in any way responsible for the debts or losses of the Buyer, before or after Closing.

(SIGNATURE PAGE FOLLOWS)

5a48

LIST OF EXHIBITS

Exhibit A	Assets
Exhibit B	Liabilities Assumed
Exhibit C	Seller's Lease
Exhibit D	Bill of Sale

Exhibit A – Assets (included)

All alcohol, beverage, food, tobacco and lottery licenses held by the Seller
Business name
Signs
Fixtures
Furniture
Appliances
Equipment
Computers
Accounting books and records
Customer lists
Advertising materials

Assets (excluded)

Cash
Accounts Receivable
Rental Prepayments/Deposits
Trade Accounts Receivable for the period prior to the Closing (ie. checks and notes)
Credit card receivables for transactions completed prior to the Closing Date
Stock and investments in the name of Seller
Insurance refunds
Prepaid vendor or contractor deposits

5a50

Exhibit B – Liabilities Assumed

Real Estate Lease—**Lease for 676 Main Street, Reading, MA**

Employment Agreements—**None**

5a51

Exhibit C – Lease

(As attached)

5052

Exhibit D—Bill of Sale

BILL OF SALE OF PERSONAL PROPERTY

KNOW ALL MEN BY THESE PRESENTS

THAT **Entity to be named.** (Grantor)

IN CONSIDERATION OF $ 214,000

PAID BY **Todd Brooks** (Grantee)

the receipt whereof is hereby acknowledged, do hereby grant, sell, transfer, and deliver unto the said Grantee the goods and chattels as listed on Exhibit A, which is attached hereto and incorporated herein by reference, with full WARRANTY OF TITLE.

To have and to hold all and singular the said goods and chattels to the said Grantee, its executors, administrators, successors and assigns to its own use and behoof forever.

And Grantor does hereby covenant with the Grantee that Grantor is the lawful owner of the said goods and chattels; that they are free from all title encumbrances, that Grantor has good right to sell the same as aforesaid; and that Grantor shall warrant and defend the same against the claims and demands of all persons.

IN WITNESS WHEREOF, the said Grantor hereunto sets his hand and seal this 1st day of April, 2014.

Signed and Sealed in the Presence of

Witness

Todd Brooks

Entity to be named

By: Brooks Brew and Fine Wines, LLC

5a53

ASSIGNMENT OF LEASE

THIS ASSIGNMENT OF LEASE ("Assignment") is made by and between Reading Fines Wines, LLC., a Massachusetts corporation d/b/a The Wine Shop of Reading ("Assignor") and Brooks Brew and Fine Wines, LLC., a Massachusetts corporation ("Assignee").

RECITALS

WHEREAS, Assignor is the Tenant under the Retail Lease Agreement, dated November 11, 2010, , between Assignor and Boston Reading, LLC., for the premises ("Premises") having an address of 676 Main Street, Reading, MA 01867 ("Lease");

WHEREAS, Assignor has agreed to sell its business conducted on the Premises and assign the Lease to Assignee in accordance with this Assignment and other agreements between Assignor and Assignee; and

NOW, THEREFORE, in consideration of the foregoing premises, mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party to the other, it is agreed as follows:

1. Incorporation of Recitals. The foregoing Recitals are incorporated by reference the same as if fully set forth herein.

2. Assignment and Assumption of Lease. Assignor hereby assigns, sets over and transfers to Assignee all of Assignor's right, title and interest in, to and under the Lease. A true and correct copy of the Lease is attached hereto and made a part hereof as **Exhibit "A"**. Assignee hereby accepts this Assignment and assumes and agrees to fulfill all tenant obligations, terms and conditions of the Lease from this date forward for the remainder of the term thereof to the same extent as if it had been the original tenant under the Lease. This assignment of the Lease also includes the transfer of the security deposit referenced therein. Assignor hereby releases unto Assignee all of Assignor's right, title and interest in the deposit. Landlord shall continue to hold the deposit as security for the faithful performance of the Lease. Assignee shall as part of the assignment and assumption provide a personal guaranty from Todd Brooks, in form and substance the same as previously provided by Assignor. Landlord shall release and cancel the personal guaranty originally provided by Assignor to Landlord.

3. Conditional Assignment of Lease. Assignee acknowledges that this Assignment is made subject to the Addendum to Lease Agreement among the Landlord, Boston Reading, LLC. and Wine Shop of Reading, LLC. which is also attached to the Lease. The Conditional Assignment remains in full force and effect and that by this Assignment, Assignee shall be bound by all terms and conditions thereof to the same extent as if Assignee signed the document in the same capacity as Assignor did at the time of execution of the Conditional Assignment.

4. Warranty. Assignor represents and warrants to Assignee that it has good and marketable title to the Lease, free and clear of all liens and other encumbrances, restrictions, conditions, agreements, charges and encumbrances. Assignor agrees to warrant and defend title to the Lease unto Assignee,

its successors and assigns, against all persons and parties whomsoever.

5. Landlord's Rights Under this Assignment. Assignor and Assignee agree that Landlord shall have a right to rely upon the representations and warranties contained herein and to enforce the terms and conditions hereof as it deems appropriate. Assignee further agrees and acknowledges that all equipment, fixtures and other improvements placed on or installed in the Premises from time to time, including, but not limited to, walk-in refrigeration if any, freezers, HVAC, stove and hood ventilation systems, all other appliances, and ceiling fans, shall remain on the Premises and become the property of Landlord upon the expiration or termination of the Lease. Any other personal property and furniture not removed on or before the last day of the term of the Lease shall be considered abandoned and automatically become the property of Landlord. In the alternative, at Landlord's election Tenant shall remove any or all of the foregoing in accordance with written instructions from Landlord.

7. Notices. All notices to Tenant under the Lease and this Assignment shall be addressed to Assignee and sent to the Premises or otherwise in the manner as provided therein.

8. Execution in Counterparts. This Assignment may be executed in counterparts, each of which shall be an original and all of which taken together shall constitute one and the same assignment.

Executed to be effective as of the 28 day of MARCH, 2014.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES OF PARTIES AND CONSENT TO ASSIGNMENT APPEAR ON FOLLOWING PAGES.)

5a55

ASSIGNOR:
Reading Fine Wines, LLC.

By: _____,
As its President

Print Name: Robert Arye
Signed on March 28, 2014

5a56

ASSIGNEE:

Brooks Brew and Fine Wines, LLC.
a Massachusetts Corporation

By: _____
Todd Brooks
As its President

Print Name: Todd Brooks

By: _____
Todd Brooks
As Individual Guarantor

Signed on March 28, 2014

5a57

RETAIL LEASE AGREEMENT

As of the Execution Date set forth in Schedule 1 hereto, Boston Reading LLC, a Massachusetts limited liability company ("Landlord"), hereby leases to the tenant designated in Schedule 1 ("Tenant"), the Premises described in Schedule 1 (the "Premises") for a lease term commencing on the Lease Start Date set forth in Schedule 1 and for the period through and including the Lease End Date designated in Schedule 1 (the "Lease Term").

Section 1. Rent. The annual rent shall be the amount described in Schedule 1 ("Annual Rent"). The monthly rent ("Rent") shall be 1/12 of the Annual Rent, as described in Schedule 1, shall be payable, in advance, on the first day of each successive month commencing on the Lease Start Date and continuing on the first day of each successive month thereafter until the month in which the Lease End Date occurs, as set forth in Schedule 1. Rent for the first calendar month and any partial month occurring at the commencement of this Lease shall be paid concurrently with the execution of this Lease. Rent for the partial month shall be prorated with 1/30th of the applicable Rent paid for each calendar day in such partial month. The Rent shall be paid to Landlord at its address set forth in Schedule 1, or at such other place, as Landlord shall notify Tenant in writing.

Section 2. Additional Rent. The real estate taxes ("Taxes") for the Initial Tax Year set forth in Schedule 1 are included in the Annual Rent. Tenant covenants and agrees to pay Landlord as additional Annual Rent, with respect to each tax year or portion thereof after the Initial Tax Year, Tenant's Percentage, as set forth in Schedule 1 ("Tenant's Percentage"), of the amount, if any, by which the Taxes on Landlord's Property, as described in Schedule 1 ("Landlord's Property"), for the new tax year in question exceed the Taxes upon Landlord's Property for the Initial Tax Year. A "tax year" shall mean the twelve (12) consecutive month period commencing each January 1 during the Lease Term. The term "Taxes" as used herein shall include all taxes and special assessments of every kind and nature assessed by any governmental authority. If any amount shall be payable by Tenant under this Section, then Landlord shall give written notice advising Tenant of such amount, Tenant shall pay to Landlord the pro rated portion of such excess for any period of time occurring prior to such written notice, and the Rent shall be increased by 1/12th of such increase in the Taxes. If this Lease shall terminate prior to the end of a tax year, then Tenant shall pay to Landlord a prorated portion of the amount due for the full tax year, based on the number of days of such tax year which have expired by the date of termination hereof.

Section 3. Utilities. Tenant is responsible for the costs of all utilities and services serving the Premises except those specifically described in Schedule 1. Utilities and services shall include but not be limited to heat, water and sewer, hot water, electric, gas, oil, telephone, trash storage and removal, and any other utility and service. If the Premises share any utility or service with any other leased space at Landlord's Property, then Tenant's obligation to pay such costs of utilities and services shall be appropriately prorated.

Section 4. Security Deposit. Simultaneously with the execution and delivery hereof, Tenant has by cash or certified check paid to Landlord a security deposit in the amount set forth in Schedule 1 (the "Security Deposit"). The Security Deposit will not earn interest. Within ten (10) days after the termination of this Lease for whatever cause, Landlord shall inspect the Premises and submit to Tenant an itemized statement of damages. Landlord retains the right to apply the Security Deposit to payment for repairs for damage set forth on said itemized statement incurred during the Lease Term (except ordinary wear and tear), to any unpaid rent, and to the payment of any other obligations of Tenant under this Lease. The balance of the Security Deposit after deductions for damages and/or unpaid rent shall be repaid to Tenant within twenty (20) days after the termination of this Lease. In any event, the Security Deposit can only be applied towards payment of any Rent hereunder upon Landlord's written consent or at Landlord's election.

Section 5. Subletting and Assignment. (Consent Required.)

5a58

(a) Tenant will not transfer or assign this Lease in whole or in part, nor sublet or enter into a license or concession agreement with respect to all or any part of the leased premises, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, delayed or conditioned. Any attempt at transfer, assignment, subletting, or license or concession agreement without Landlord's written consent shall be void and confer no rights upon any third person. The prohibitions of this Section shall be construed to refer to any acts or events referred to when they occur by agreement, operation of law, legal process, receivership, bankruptcy, or otherwise.

(b) In no event, however, shall the Landlord consent to any proposed transfer, assignment, subletting, or license or concession agreement if such consent would constitute a violation of Landlord's covenants and obligations under any lease with other tenants in the Center or the requirements of any applicable municipal, state, federal, or other governmental or quasi-governmental authorities.

(c) The consent by Landlord to any assignment or subletting shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting.

(d) If this Lease be assigned, or if the leased premises or any part thereof be under-let or occupied by anybody other than Tenant, Landlord may collect rent from the assignee, under-tenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, under-letting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, under-tenant or occupant as tenant, or a release of Tenant from the further performance by the Tenant of covenants on the part of Tenant herein contained. Notwithstanding any assignment or sublease, Tenant shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease.

(e) For purpose of this Section, the sale, issuance, or transfer of any voting capital stock of Tenant which of itself, or together with previous sales, issuances, or transfer effected following the commencement of this Lease, results in a change in the voting control of Tenant (as presently constituted), shall be deemed to be an assignment of this Lease.

Section 6. Interior and Exterior Alterations. Tenant shall not make any interior or exterior, structural or non-structural alterations, or install any signs in the interior that are visible from the street or on the exterior of the Premises, without the prior written consent of Landlord. The Lessor's consent to a request for a non-structural alteration shall not be unreasonably with held or delayed. Tenant shall submit to Landlord plans and specification for Tenant's any improvements to the Premises and shall obtain Landlord's written approval for such improvements. In any event, and notwithstanding such consent of Landlord, Tenant shall not make any alteration to any portion of the Premises that would result in a violation of any zoning, health, building, environmental or other law or ordinance, or would cause any other part of Landlord's Property, including any other leased premises therein, to be in violation of any such zoning, health, building or other ordinance. Tenant shall indemnify and hold harmless Landlord and the Premises for any labor done or materials supplied to Tenant in connection with any alterations, for the costs of any permits obtained by Tenant, and for any fees due from Tenant. Tenant shall obtain and maintain all necessary building permits and undertake its work in accordance with all applicable laws, codes and regulations and make the Premises conform thereto. The package of quotes on work to be done as upgrades to the property will be submitted to the landlord for full written consent; in addition, all signage for interior and exterior premises. This lease is subject to the Landlord's approval.

Section 7. Maintenance of Premises; Signage. Tenant shall keep the Premises in as good order, condition and repair, including the prompt replacement of broken glass in windows and doors, as the same are, at the commencement of this Lease or may be put during the continuation thereof, reasonable use and wear thereof excepted. Tenant shall repair any damage caused by the use of the Premise and any damage caused to the fixtures and apparatus of the Premises. Tenant will promptly give Landlord written notice of any damage occurring at the Premises, and of any hazardous conditions existing at the Premises or the Subject Property. Tenant will pay to Landlord, as additional rent, an annual maintenance fee in the amount set forth in Schedule 1 (the "Maintenance Fee") payable in monthly installments each month of the Lease Term, for common

areas maintenance of Landlord's Property. All signage for the Premises, whether inside if visible from the street or outside the Premises, must be approved by Landlord before being affixed to the Premises or to Landlord's Property.

Section 8. Building and Common Areas. Landlord shall maintain and keep in good order, condition and repair the exterior of the building (including roof and foundation) in which the Premises is located. Tenant will be responsible at its own expense for all repairs and maintenance of all equipment and machinery located in the Premises or serving the Premises, wherever located, including all mechanical, electrical, plumbing, heating, ventilating and air conditioning systems serving the Premises. Tenant shall provide and pay for removal of all snow and ice from in front of the Tenant's Premises. Landlord shall be responsible for repair and maintenance of any equipment and machinery which serves the Premises and other leased premises in Landlord's Property, provided that Landlord's responsibility in such case shall extend only up to the exterior walls of the Premises, and Tenant shall be responsible for all ducts, conduits, wires and other hardware that is located in the Premises. Tenant shall also be responsible to promptly remove, at its own expense, from the exterior of the portion of the building encompassing the Premises all graffiti that can be safely reached by use of a six (6) foot ladder.

Section 9. Use of Premises. Tenant may use and occupy the Premises only as described in Schedule 1 and shall not make any improper, offensive or unlawful use thereof. The Premises may be open for the conduct of business for the hours indicated in Schedule 1. Tenant may only operate the Premises for any longer hours upon Landlord's prior written consent. Tenant shall not use the Premises in any manner so as to increase the fire and public liability insurance risk or rate. Tenant shall, at its sole cost and expense, promptly comply with all present and future laws, ordinances and regulations of all governmental authorities having jurisdiction over Tenant or the Premises. Tenant hereby agrees that any use of the Premises in violation of any provisions of this Lease may be enjoined upon application by Landlord, without prejudice to any other remedy therefore. Tenant agrees to pay Landlord for repair of the Premises when caused by Tenant's use or that of Tenant's family, servants, visitors and invitees. Landlord shall not be responsible for damage or loss of Tenant's personal property stored in or about the Premises. For this reason, Tenant shall protect its personal property with its own insurance. Tenant will immediately discharge or cause to be discharged any lien or encumbrance on the Premises or the real estate of which the Premises are a part.

Section 10. Landlord's Right of Entry. Landlord may upon twenty-four (24) hours prior notice to Tenant enter to view the Premises and to show the Premises for sale from 9:00 a.m. to 5:00 p.m., Monday through Saturday. Tenant shall keep the Premises in a neat and orderly condition for the purposes of such showings. Landlord may during the same times upon the same notice enter the Premises to make alterations or repairs therein and thereto or to other parts of the Premises or to Landlord's adjacent Premises or to fixtures, equipment or apparatus serving the Premises, to perform any service required of Landlord to be performed therein, and to enforce any of the covenants, terms and conditions in this Lease referred to. In the event of any condition which Landlord reasonably believes constitutes an emergency, Landlord may have immediate access to the Premises, with or without notice to Tenant.

Section 11. Default. If Tenant shall be in default in the payment of rent or any part thereof or of other sums payable by Tenant hereunder at the times and places herein fixed for the payment thereof, and such monetary default shall continue for five (5) days, or if default shall be made in any other of the covenants herein contained on the part of Tenant to be kept and performed, and said non-monetary default shall continue for a period of thirty (30) days (whether or not the payment of said rent shall have been demanded and after the Landlord shall have given Tenant notice of such non-monetary default), or if Tenant shall make an assignment for the benefit of creditors, or file a voluntary petition in bankruptcy or insolvency, or have an involuntary petition in bankruptcy filed against Tenant, or shall be adjudged bankrupt, or if a permanent receiver of the property of Tenant shall be appointed or Tenant shall be declared bankrupt or insolvent according to law, or if the estate hereby created shall be deserted or vacated, then and in any of the said cases, notwithstanding any license or waiver of any former breach of covenant or consent in a former instance, it shall be lawful

for Landlord thereupon or at any time thereafter, while such default, assignment, insolvency, legal proceedings, desertion, vacancy or neglect shall continue, or be in effect, to terminate this Lease and all of Tenant's interest hereunder, and/or, at Landlord's option, evict Tenant and those claiming under Tenant in accordance with the laws of the Commonwealth of Massachusetts and without prejudice to Landlord's claims for rent or other claims for breach of covenants hereunder, it being expressly understood and agreed that this Lease shall not continue or inure to the benefit of any assignee, receiver or trustee in bankruptcy, excepting at the option of Landlord. Tenant covenants that in case of the termination of this Lease in any manner specified in the foregoing provision, Tenant shall indemnify and save Landlord harmless against all loss of rent or other payments, costs or losses which Landlord may suffer by reason of such termination, including reasonable attorney's fees and costs of eviction to the extent permitted by the laws of the Commonwealth of Massachusetts.

Section 12. Late Rent Charge. If Tenant does not pay any rent payment within ten (10) days of the first date such payment is due under this Lease, then Tenant shall pay to Landlord, as additional rent due hereunder, a late charge equal to 5% of the amount of the overdue rent payment to compensate Landlord for its administrative expenses and processing expenses, plus an additional charge equal to 1.5% per month of the amount remaining overdue for more than 30 days to compensate Landlord for its cost of funds. Tenant shall also pay Landlord a fee or $50 for any check delivered by Tenant to Landlord which is returned dishonored to Landlord because of insufficient funds in Tenant's account.

Section 13. Surrender. On the last day of the Lease Term or upon any earlier termination of this Lease, or upon any re-entry by Landlord upon the Premises, Tenant shall surrender the Premises in good order, condition and repair, reasonable wear and tear excepted, without damage and clear of all liens and encumbrances. Furniture, personal effects, fixtures, equipment, and trade fixtures of Tenant (not constituting part of or affixed to the Premises) shall be removed by Tenant, and upon request of Landlord shall be removed; provided, however, that Tenant shall, with due diligence, and without expense to Landlord, immediately cause any damage to the Premises due to such removal to be promptly repaired. Any personal property of Tenant which remains on the Premises after the termination of this Lease may, at the option of Landlord, be deemed to have been abandoned by Tenant and either may be retained by Landlord as its property or be disposed of without accountability in such manner as Landlord may see fit. If Landlord shall have requested the removal of the personal property, then the disposal by Landlord shall be at the expense of Tenant. Landlord shall not be responsible for any loss or damage occurring to any property owned by Tenant. The provisions of this Section shall survive any termination of this Lease.

Section 14. Indemnification and Insurance. Tenant agrees to hold Landlord harmless from any and all injury or damage to person or property in, on or about the Premises (excepting pre-existing conditions) including without limitation, all costs, expenses, claims or suits arising in connection therewith, except such claims and demands which are a result of, or due to, the gross negligence of Landlord, its agents or employees; and also including without limitation any costs, expenses, claims, suits, penalties or fees arising by virtue of the release, generation or disposal of any hazardous materials in, on or around the Premises. Tenant will not be responsible for hazardous waste and/or environmental claims or demands which are not a result of or due to the act of the Lessee, its agents or employees. To that end Tenant will, at all times during the term of this Lease, at Tenant's own cost and expense, carry with a company or companies satisfactory to Landlord, (a) primary liability insurance on the Premises with limits of not less than $1,000,000 per occurrence for all liability, including bodily injury sustained by one or more persons as a result of any one occurrence, and such insurance naming Landlord as additional insured, (b) property damage insurance of not less than $500,000.00 for property damage occurring to the Premises, (c) contents insurance insuring Tenant's goods, equipment, contents and property contained in the Premises, and (d) any business interruption insurance. Tenant's liability and property damage policy will include a waiver of subrogation in favor of Landlord. Tenant will also be responsible for its own worker compensation insurance. All such insurance other than worker's compensation coverage shall be written or endorsed as to protect Landlord. Said policy or policies shall contain a provision insuring Landlord against all liability which Tenant might have under this hold harmless provision. If Landlord requests, Tenant shall provide Landlord with copies of all such insurance, or certificates evidencing

5a61

such insurance coverages. In all events, Tenant shall be solely responsible for any loss or damage to the property in the Premises. Landlord will maintain its own policy of insurance to cover its interest in the premises.

Section 15. Casualty. If substantial damage to the Premises shall occur during this Lease Term, then Landlord shall have the right to terminate this Lease as of the date of such damage provided that it gives Tenant notice thereof not later than sixty (60) days after such damage. The term "substantially damaged" shall mean damage of such a character as cannot reasonably be expected to be repaired or the premises restored within sixty (60) days from the time that such repair or restoration would be commenced. In such event Landlord shall have the right to retain the proceeds of insurance. In the event of such termination rent shall be abated as of the date of such damage. Except as otherwise provided in this Section, no damage to or destruction of the Premises by fire or other casualty shall result in an abatement of the rent. If the damage renders the Premises untenantable, in whole or in part, then there shall be an apportionment of rent until the damage has been repaired. If the whole of the Premises shall be taken for any public or quasi-public use under any statute or by right of eminent domain or by private purchase in lieu of any such taking for public or quasi-public use under any or by right of eminent domain, then this Lease shall automatically terminate as of the date that possession has been taken. All compensation awarded or paid upon such taking of the Premises shall after payment of all expenses relating to such taking or purchase be paid to Landlord.

Section 16. Subordination. Tenant acknowledges that Landlord has executed or may hereafter execute a mortgage on the Premises, and Tenant hereby agrees to subordinate this Lease to the existing mortgage or to any new mortgage granted by Landlord on the Premises. Tenant further agrees to execute any subordination and attornment agreements, and any estoppel certificates, required by Landlord's mortgagee, prospective mortgagee, or prospective purchaser, from time to time and at any time requested by Landlord. If Tenant shall fail at any time to execute, acknowledge and deliver any such subordination instrument or estoppel certificate within ten (10) days after receipt thereof, Landlord in addition to any other remedies available to it in consequence thereof, may execute, acknowledge and deliver the same as the limited attorney-in-fact of Tenant and in Tenant's name, place and stead, and Tenant hereby irrevocably makes, constitutes and appoints Landlord, its successors and assigns, with full power of substitution for this purpose. Tenant's execution of this Lease hereby constitutes and appoints Landlord as Tenant's limited attorney-in-fact to execute any such certificate or document necessary to achieve any original financing or refinancing desired by Landlord.

Section 17. Condition of Property, Quiet Enjoyment. Tenant represents and agrees that the Premises, the sidewalks and structures adjoining the same, and the present uses and non-uses thereof, have been examined by Tenant and that Tenant accepts the same in the condition or state in which they or any of them now are, without representation or warranty, express or implied in fact or by law, by Landlord and without recourse to Landlord, as to the title thereto, the nature, condition or usability thereof or the use or uses to which the Premises or any part thereof may be put. Landlord covenants and agrees that Tenant, upon paying the rent and other charges herein provided for and observing and keeping all covenants, agreements and conditions of this Lease on its part to be observed and kept, shall quietly have and enjoy the Premises during the term of this Lease without hindrance or molestation by anyone claiming by, or through Landlord, subject, however, to the exceptions, reservations and conditions of this Lease.

Section 18. Environmental. Tenant shall not release, generate or dispose of any hazardous materials in or at the Premises or any properties adjacent to the Premises in violation of any local, state, Federal or other laws, ordinances, rules or regulations applicable to the Premises; and in the event of any such release, generation or disposal of such hazardous materials in, on or around the Premises, Tenant shall promptly contain and remove the same.

Section 19. Hold Over. Any holding over by Tenant, after the expiration of the term on this Lease, shall be treated as a tenancy at sufferance at one and one half (1 ½) times the rent and other charges herein set forth, and shall otherwise be on the terms and condition set forth in this Lease, as far as the same applicable, except that such holding over shall be on a month-to-month basis.

Section 20. Miscellaneous. The captions of this Lease are for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease. This Lease shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. The covenants and agreements herein contained shall bind and inure to the benefit of Landlord, its successors and assigns, and Tenant, its successors and permitted assigns, except as otherwise provided herein. Tenant agrees that it will not record this Agreement, but may record a "Notice of Lease" in usual and customary form acceptable to the Landlord.

Section 21. Tenant Shall Discharge its Liens. Tenant shall promptly pay all amounts owing to its contractors and material-men, so as to minimize the possibility of a lien attaching to the leased premises, and should any such lien be made or filed, Tenant shall bond against or discharge the same within ten (10) days after written request by Landlord and shall furnish Landlord with written evidence of the same.

Section 22. Right to Relet. Should Landlord elect to reenter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may, from time to time without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the premises, and relet the leased premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and a t such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable; upon each such reletting all rentals received by Landlord from such reletting shall be applied, first to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorney's fees and of costs of such alterations and repairs; third, to the payment of rent due and unpaid hereunder, and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month be less than that to be paid during the month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the leased premise by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, landlord may at any time thereafter elect to terminate this Lease for such previous breach. Should Landlord at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the leased premises, reasonable attorney's fees, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the leased premises for the remainder of the stated term, all of which amounts shall be immediately due and payable by Tenant hereunder.

Section 23. Entire Agreement. This Lease and the exhibits attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions, and understandings between Landlord and Tenant concerning the leased premised, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

Section 24. Notices. Any notice, demand, request or other instrument which may be or are required to be given under this Lease shall be delivered in person or sent by United States certified mail postage prepaid and shall be addressed (a) if to Landlord at the address first here-in-above given, or at such other address as Landlord may designate by written notice and (b) if to Tenant at the leased premises or at such other address as Tenant shall designate by written notice.

Section 25. Prior Leases. The enforcement of this Lease is subject to the Landlord discharging and releasing any prior Leases of these premises concerning the demised term hereunder.

5a63

IN WITNESS WHEREOF, the undersigned have executed this Lease Agreement by their duly authorized representatives as of the date first above written.

Landlord:

Boston Reading, LLC

By: _____
ELLIOT GOULD, Manager

Tenant

By: _____
Robert Carp

Guarantor:

_____

5a64

SCHEDULE 1
TO LEASE AGREEMENT BETWEEN BOSTONREADING LLC & ROBERT CARP

Landlord:	Tenant:
BostonReading LLC 715 Boylston Street Boston, MA 02116	Robert Carp 676 Main Street Reading, MA 01867

Execution Date: To be determined, somewhere around closing of transaction.

Landlords Property: 662-678 Main Street & 12 Woburn Street Reading, MA

Premises: Approximately 2,900 square feet located at 676 Main Street, Reading, MA

Lease Start Date: To be determined upon business/tenant purchase of liquor store.

Lease End Date: June 30, 2016

	Section 1		Section 8	
Period	Initial Annual Rent	Initial Monthly Rent	Initial Annual Maintenance Fee	Initial Monthly Maintenance Fee
7/1/10-6/30/11	$57,992.52	$4,832.71	N/A	N/A
7/1/11-6/30/12	Greater of Boston CPI or 3%	Greater of Boston CPI or 3%	N/A	N/A
7/1/12-6/30/13	Greater of Boston CPI or 3%	Greater of Boston CPI or 3%	N/A	N/A
7/1/13-6/30/14	Greater of Boston CPI or 3%	Greater of Boston CPI or 3%	N/A	N/A
7/1/14-6/30/15	Greater of Boston CPI or 3%	Greater of Boston CPI or 3%	N/A	N/A
7/1/15-6/30/16	Greater of Boston CPI or 3%	Greater of Boston CPI or 3%	N/A	N/A

Section 2 Taxes for initial Tax Year:
Initial Tax Year: 2001-$18,809.96
Tenant's Percentage: 17%

Section 3 Utilities: Tenant shall pay for all utilities. Tenant will reimburse Landlord for water and sewer. Landlord pays water and sewer bill directly to town.

5a65

Section 4 Security Deposit: $10,000.00

Section 5 Tenant shall not assign or sublet the premises without Landlord's prior consent.

Section 9 Permitted Use: Tenant may only use the Premises only fore purpose of a smoke shop and gourmet wine and cheese shop including beer and spirits and variety of specialty foods not to be consumed on the premises.

5a66

Additional Provisions hereby made part of Lease Agreement

A. **Parking:** None

B. **Condition of Premises:** Tenant accepts the Premises "AS IS."

C. **Guaranty:** Robert Carp will personally, jointly and severally, guaranty all payments and obligations of Tenant under the Lease, and will execute guaranty prepared by Landlord.

D. **Trash Removal:** Tenant will properly handle and dispose of all trash from the premises at tenant's expense.

E. **Option to Extend:** Tenant has two five-year options to renew said lease. The first five-year option shall be adjusted annually by the greater of the Boston CPI or 3%. The second five-year option shall be adjusted annually by the greater of the Boston CPI or 3%.

F. **Hours of Operation:** The hours of operation are Monday through Saturday from 10 am through 8 pm. And Sunday 12 noon through 6 pm, and such additional hours as may be allowed by law.

Landlord: BOSTON READING, LLC

By: _____

Date 11/24/10

Tenant: Robert Carp

By: _____

Date _____

5a67