# Town of Reading
# Meeting Posting with Agenda

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READING, MASS.

2016 AUG 11 P 1:57

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

Board of Selectmen

Date: 2016-08-16 Time: 7:00 PM

Building: Reading Town Hall Location: Selectmen Meeting Room

Address: 16 Lowell Street Agenda:

Purpose: General Business

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

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:**

| | | | |
|---|---|---|---|
| **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 – Girl Scout Gold Award | 7:15 |
| **4)** | **Personnel & Appointments** | | |
| **5)** | **Discussion/Action Items** | | |
| | a. | Amend License for Underground Storage Tank at 83 – 85 Main Street to Change one Tank from Gasoline to Diesel | 7:20 |
| | b. | Hearing – Transfer of Liquor License from Brooks Brew and Fine Wines, 676 Main Street to Anastasi Brookline, 25 Walkers Brook Drive | 7:30 |
| | c. | Hearing – Alteration of Premises for Bistro Concepts Inc. | 7:45 |
| | d. | Override Discussion – Joint Meeting with School Committee and Board of Library Trustees | 8:00 |
| | e. | Close Warrant for September 12th Special Town Meeting | 9:30 |
| **6)** | **Approval of Minutes** | | |
| | a. | July 19, 2016 | |
| | b. | July 26, 2016 | |
| **7)** | **Licenses, Permits and Approvals** | | |
| **8)** | **Executive Session** | | |
| **9)** | **Correspondence** | | |
| copy | a. | Memorandum to the Board of Selectmen from Community Development Director Julie Mercier re: Community Compact Grant Award for Energy Efficiency Initiative | |

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

**9) Correspondence (continued)**

copy b. Memorandum from Chief Mark Segalla re: Appointment of Lt. David Clark as Deputy Chief of Police

copy c. Email from Jill Reddish at Fios re: change to Fios TV Programming

copy d. Email from Samantha Carreiro re: Clarity on the Senior Tax Relief

# Certificate of Recognition

This Certificate is hereby awarded to

## *Tessa Senders*

In recognition of her achieving the Girl Scout Gold Award for her project on hearing loss and prevention.

**Given this 16th day of August, 2016 by the Reading Board of Selectmen**

_____ _____

_____ _____

_____

3a1

## Schena, Paula

**From:** Joanne Senders <kjsenders@verizon.net>
**Sent:** Tuesday, August 02, 2016 8:16 PM
**To:** Schena, Paula
**Subject:** RE: RE: [Reading MA] Girl Scout Gold Award

Here is summary from Tessa's project.

SUMMARY: The project addressed the issue of hearing loss and how to prevent it. I hoped to impact teenagers and the parents of young children and encourage them to protect their ears/their children's ears in order to prevent permanent damage. I created a mannequin called "Jolene" using her can measure the decibel levels of music on a phone or MP3 player. I donated the mannequin to the High School Health Department and they plan to use her and brochures I created geared for teenagers in the school's health classes. I also gathered my team to help me prepare and run booths at two major events in town (Street Faire & Friends and Family Day) in order to hand out flyers, earplugs, and other items. With the guidance of a doctor at Boston's Children's Hospital I created a second brochure for the parents of infants. These brochures went to pediatrician offices in Reading, North Reading and Melrose.

**From:** Schena, Paula [mailto:pschena@ci.reading.ma.us]
**Sent:** Monday, August 1, 2016 8:29 AM
**To:** 'kjsenders@verizon.net' <kjsenders@verizon.net>
**Subject:** RE: RE: [Reading MA] Girl Scout Gold Award

I need to know what she did to achieve the Gold Award. Did she do a project?

**From:** kjsenders@verizon.net [mailto:kjsenders@verizon.net]
**Sent:** Tuesday, July 12, 2016 11:46 AM
**To:** Schena, Paula
**Subject:** Re: RE: [Reading MA] Girl Scout Gold Award

No problem just let me know what you require.
Thanks
Joanne

On 07/12/16, Schena, Paula<pschena@ci.reading.ma.us> wrote:

I will need details for the proclamation.

-----Original Message-----
From: vtsdmailer@vt-s.net [mailto:vtsdmailer@vt-s.net] On Behalf Of kjsenders@verizon.net
Sent: Monday, July 11, 2016 5:36 PM
To: Schena, Paula
Subject: [Reading MA] Girl Scout Gold Award

Hello pschena,

Joanne Senders (kjsenders@verizon.net) has sent you a message via your contact form (http://www.readingma.gov/users/pschena/contact) at Reading MA.

If you don't want to receive such e-mails, you can change your settings at http://www.readingma.gov/user/227/edit.

Message:



3a2

Hi Paula,
My daughter is receiving her Gold Award on August 18 at Camp Rice Moody. John Halsey has agreed to present her with the Selectmen Proclamation so if you could see that it is ready for that date it would be greatly appreciated.

Joanne



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HEADQUARTERS
**READING FIRE DEPARTMENT**
Reading, Massachusetts 01867

GREGORY J. BURNS, Chief

757 Main Street
BUS. Phone: 781-942-9181
STA. Phone: 781-944-3132
Fax: 781-942-9114

July 12, 2016

Board of Selectmen
Town of Reading
16 Lowell Street
Reading, MA. 01867
Attn. Chairman John Halsey

Re: Application to Amend License
83-85 Main Street

Sir,

Attached is an application to amend the license in accordance with Massachusetts General Law, Chapter 148, Section 13. Presently the license is for 36,000 gallons of gasoline stored in three underground tanks. The owner is seeking to amend the license to permit storage of 24,000 gallons of gasoline and 12,000 gallons of diesel fuel.

Currently the facility is in compliance with the Commonwealth of Massachusetts Fire Prevention Regulations. The applicant has filed all the required documentation with the Reading Fire Department for the requested change.

I have reviewed the application and the Commonwealth of Massachusetts Fire Prevention Regulations and have determined the change as requested will comply with all regulations. Based upon these factors I recommend the Board of Selectmen approve the application

Sincerely,

Paul D. Jackson
Assistant Fire Chief



Sal

# LATHAM LAW OFFICES LLC

643 MAIN STREET
READING, MA 01867

O. BRADLEY LATHAM*
CHRISTOPHER M. O. LATHAM
JOSHUA E. LATHAM*

*ADMITTED TO PRACTICE IN MASSACHUSETTS AND NEW HAMPSHIRE

TEL: (781) 942-4400
FAX: (781) 944-7079


June 7, 2016

Paul Jackson, Deputy Chief
Reading Fire Department
757 Main St.
Reading, MA 01867

RE: *Request for Amendment of License pursuant to M.G.L. Chapter 148 section 13 as to existing underground storage tanks at 83-85 Main Street, Reading, MA*

Dear Chief Jackson:

We submit an application for permission to change the contents of an existing 12,000 gallon underground storage tank from gasoline to diesel. The premises are currently licensed for three 12,000 gallon tanks. The purpose of the application is to modify the content of one of the tanks from gasoline to diesel. No tanks need to be removed or installed as a consequence of this changes.

We respectfully request that your Department approve this change and submit this application to the Board of Selectmen for the issuance of an amended license.

We thank you for your cooperation.

Sincerely,
Latham Law Offices, LLC

O. Bradley Latham
Attorney for Property Owner

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FP-002
(Rev. 1.1.2015)

*The Commonwealth of Massachusetts*

*City/Town of* Reading

# License

Massachusetts General Law, Chapter 148 §13

GIS Coordinates

LAT.

LONG.

License Number

☐ New License ☒ Amended License

After notice and hearing, and in accordance with Chapter 148 of the Mass. General Laws, a license is hereby granted to use the land herein described for the purposes described.

Location of Land: 83-85 Main Street, Reading, MA 01867
Number, Street and Assessor's Map and Parcel ID

Owner of Land: ARCK Realty LLC

Address of Land Owner: _____

## Flammable and Combustible Liquids, Flammable Gases and Solids

*Complete this section for the storage of flammable and combustible liquids, solids, and gases. All tanks and containers are considered full for the purposes of licensing and permitting. (Attach additional pages if necessary.)*

| PRODUCT NAME | CLASS | MAXIMUM QUANTITY | UNITS gal., lbs, cubic feet | CONTAINER UST, AST, IBC, drums |
|---|---|---|---|---|
| Petroleum | | 12,000 | gal. | UST |
| Petroleum | | 12,000 | gal. | UST |
| Diesel | | 12,000 | gal. | UST |
| | | | | |
| | | | | |

## LP-gas *(Complete this section for the storage of LP-gas or propane)*

- Maximum quantity (in gallons) of LP-gas to be stored in aboveground containers: _____
  List sizes and capacities of all aboveground containers used for storage _____
- Maximum quantity (in gallons) of LP-gas to be stored in underground containers: _____
  List sizes and capacities of all underground containers used for storage _____

Total aggregate quantity of all LP-gas to be stored: _____

## Fireworks *(Complete this section for the storage of fireworks)*

- Maximum amount (in pounds) of Class **1.3G:** _____
- Maximum amount (in pounds) of Class **1.4G:** _____
- Maximum amount (in pounds) of Class **1.4:** _____

Total aggregate quantity of all classes of fireworks to be stored: _____

**THIS LICENSE OR A CERTIFIED COPY THEREOF MUST BE CONSPICIOUSLY POSTED ON THE LAND FOR WHICH IT IS GRANTED.**

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**Explosives** *(Complete this section for the storage of explosives)*

- Maximum amount (in pounds) of Class **1.1:** _____ Number of magazines used for storage: _____
- Maximum amount (in pounds) of Class **1.2:** _____ Number of magazines used for storage: _____
- Maximum amount (in pounds) of Class **1.3:** _____ Number of magazines used for storage: _____
- Maximum amount (in pounds) of Class **1.4:** _____ Number of magazines used for storage: _____
- Maximum amount (in pounds) of Class **1.5:** _____ Number of magazines used for storage: _____
- Maximum amount (in pounds) of Class **1.6:** _____ Number of magazines used for storage: _____

**Licensing Authority Use:**

This license is granted upon the condition that the licensed activity will comply with all applicable laws, codes, rules and regulations, including but not limited to Massachusetts General Law, Chapter 148, and the Massachusetts Fire Code (527 CMR 1.00) as amended. The license holder may not store materials in an amount exceeding the capacities herein specified unless and until any amended license has been granted.

**ADDITIONAL RESTRICTIONS:**

_____

_____

_____

_____

_____

_____

_____

_____

_____

Signature of Licensing Authority Title Date

**THIS LICENSE OR A CERTIFIED COPY THEREOF MUST BE CONSPICIOUSLY POSTED ON THE LAND FOR WHICH IT IS GRANTED.**

**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 August 16, 2016 at 7:30 p.m. in the Selectmen's Meeting Room, 16 Lowell Street, Reading, Massachusetts on a transfer of an all alcohol package store license from Brooks Brew and Fine Wines, 676 Main Street to Anastasi Brookline, Inc., 25 Walkers Brook Drive.

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 August 16, 2016 to townmanager@ci.reading.ma.us

By order of
Robert W. LeLacheur
Town Manager

7.21.16

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# READING POLICE DEPARTMENT

15 Union Street • Reading, Massachusetts 01867

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

Web: www.ci.reading.ma.us/police/


**EXECUTIVE SUMMARY**
**Transfer of Retail Alcoholic Beverages License and Change of Location**
**d/b/a "Reading Fine Wine & Spirits**

August 2, 2016

Chief Mark D. Segalla
Reading Police Department
15 Union Street
Reading, MA 01867

Chief Segalla,

As directed by your Office and in accordance with Reading Police Department Policy and Procedures, I have placed together an executive summary of the application for a Transfer of Retail Alcoholic Beverage License and Change of Location for the Liquor License #101600019.

The current location of this license is 676 Main Street, and the current licensee is Lynne F. Riley. The proposed transferee location is 25 Walkers Brook Drive, and the proposed transferee is Anastasios Giannopoulos. The proposed location is inside of the Stop & Shop Grocery Store.

**President/Treasurer/Secretary/Director/Manager of Record:**

- Anastasios Giannopoulos

**Ownership Interests:**

- Anastasios Giannopoulos - 100% stock ownership

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

Respectfully Submitted,

Lt. Det. Richard Abate
Criminal Division Commander

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LAW OFFICES OF
DINICOLA, SELIGSON & UPTON, LLP

Six Beacon Street, Suite 700
Boston, MA 02108
Tel (617) 279-2592
Fax (617) 426-0587
Email info@dsu-law.com

July 18, 2016

Michael E. Brangwynne
857-250-0446
Mike.Brangwynne@dsu-law.com

***Via Federal Express***

Reading Board of Selectmen
Attn: Paula Schena
16 Lowell Street
Reading, MA 01867

Re: Application for Transfer of License, Pledge of License, Change of Location and Appointment of Manager; Anastasi Brookline, Inc. d/b/a Reading Fine Wine and Spirits

Dear Mr. Badot:

Attached please find Anastasi Brookline, Inc.'s Application for Transfer of License, Pledge of License, Change of Location and Appointment of Manager with supporting documentation. Kindly schedule this matter for a hearing at the Board's earliest convenience.

Please feel free to contact me if you have any questions or concerns. Thank you for your attention to this matter.

Very truly yours,

DINICOLA, SELIGSON & UPTON, LLP

M. Brangwynne

Michael E. Brangwynne

Enc.(1)

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Anastasi Brookline, Inc.
d/b/a Reading Fine Wine & Spirits
25 Walkers Brook Drive, Reading, MA 01867
Filed July 18, 2016

**APPLICATION FOR TRANSFER OF LICENSE, CHANGE OF LOCATION, PLEDGE OF LICENSE AND APPOINTMENT OF MANAGER**

1. $200 check made payable to the ABCC
2. Monetary Transmittal Form
3. Petition for Transfer of License
4. Petition for Change of License
5. Application for Transfer of License, Change of Location and Appointment of Manager
6. Applicant's Statement
7. Manager Application
8. Personal Information Form, CORI Request Form and Proof of Citizenship for President, Treasurer, Secretary, Director and Manager of Record Anastasios Giannopoulos.
9. Corporate Vote
10. Floor Plan
11. Supporting Financial Records - Commitment Letter from Radius Bank
12. Certificate of Good Standing Attachment - Official Creditor List from Seller's Chapter 7 Bankruptcy Proceeding
13. Purchase and Sale Agreement
14. Corporate formation documents for Anastasi Brookline, Inc.
15. Legal Right to Occupy Premises - Premise License Agreement
16. Security Agreement from Radius Bank for License Pledge
17. Note from Radius Bank

**Michael Brangwynne**
**DiNicola, Seligson & Upton, LLP**
**Six Beacon Street, Suite 700**
**Boston, MA 02108**
**P. 857-250-0446**
**F. 617-426-0587**

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Print Form

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

2016 JUL 19 AM 10:06

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION**
**MONETARY TRANSMITTAL FORM**

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

**ECRT CODE:** RETA

**CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA:** $200.00

**(CHECK MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL)**

| | |
|---|---|
| **CHECK NUMBER** | 9002 |
| **IF USED EPAY, CONFIRMATION NUMBER** | |
| **A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)** | 101600019 |
| **LICENSEE NAME** | Anastasi Brookline, Inc. |
| **ADDRESS** | 25 Walkers Brook Drive |

**CITY/TOWN** Reading **STATE** MA **ZIP CODE** 01867

**TRANSACTION TYPE (Please check all relevant transactions):**

| | | | |
|---|---|---|---|
| ☐ Alteration of Licensed Premises | ☐ Cordials/Liqueurs Permit | ☐ New Officer/Director | ☒ Transfer of License |
| ☐ Change Corporate Name | ☐ Issuance of Stock | ☐ New Stockholder | ☐ Transfer of Stock |
| ☐ Change of License Type | ☐ Management/Operating Agreement | ☐ Pledge of Stock | ☐ Wine & Malt to All Alcohol |
| ☒ Change of Location | ☐ More than (3) §15 | ☒ Pledge of License | ☐ 6-Day to 7-Day License |
| ☐ Change of Manager | ☐ New License | ☐ Seasonal to Annual | |

☐ Other

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

**ALCOHOLIC BEVERAGES CONTROL COMMISSION**
**P. O. BOX 3396**
**BOSTON, MA 02241-3396**

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

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

| 101600019 | Reading |
|---|---|
| ABCC License Number | City/Town |

The licensee A. Brooks Brew and Fine Wines, LLC and the proposed transferee B. Anastasi Brookline, Inc. 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 |
|---|---|---|---|
| Lynne F. Riley | Chapter 7 Trustee | 303 Congress St #201, Boston, MA 02210 | 100% |
| | | | |
| | | | |
| | | | |
| | | | |

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 |
|---|---|---|---|
| *Anastasios Giannopoulos | Pres./Treas./Sec./Dir. | 68 Lake Shore Drive, Westwood, MA 02090 | 100% |
| | | | |
| | | | |
| | | | |
| | | | |

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

**SIGNATURE OF LAST-APPROVED LICENSEE:** Lynne F. Riley, Trustee
(If a Corporation/LLC, by its authorized representative) Date Signed 07/12/2016

**SIGNATURE OF PROPOSED TRANSFEREE:**

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

**PETITION FOR CHANGE OF LICENSE**

101600019
ABCC License Number

Reading
City/Town

The licensee Anastasi Brookline Inc. respectfully petitions the Licensing Authorities to approve the following transactions:

- ☐ Change of Manager
- ☐ Pledge of License/Stock
- ☐ Change of Corporate Name/DBA
- ☐ Change of License Type (§12 ONLY, e.g. "club" to "restaurant")
- ☐ Alteration of Premises
- ☐ Cordial & Liqueurs
- ☒ Change of Location

☐ Change of Manager
Last-Approved Manager:
Requested New Manager:

☒ Pledge of License /Stock
Loan Principal Amount: $ 120,000 Interest Rate: 6%.
Payment Term: 10 years Lender: RADIUS BANK

☐ Change of Corporate Name/DBA
Last-Approved Corporate Name/DBA:
Requested New Corporate Name/DBA:

☐ Change of License Type
Last-Approved License Type:
Requested New License Type:

☐ Alteration of Premises: (must fill out attached financial information form)
Description of Alteration:

☒ Change of Location: (must fill out attached financial information form)
Last-Approved Location: 676 Main Street, Reading, MA
Requested New Location: 25 Walkers Brook Drive, Reading, MA

Signature of Licensee
(If a Corporation/LLC, by its authorized representative)
Date Signed 07/12/2016

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## APPLICATION FOR RETAIL ALCOHOLIC BEVERAGE LICENSE

City/Town: Reading

### 1. LICENSEE INFORMATION:

A. Legal Name/Entity of Applicant:(Corporation, LLC or Individual) Anastasi Brookline, Inc.

B. Business Name (if different) : Reading Fine Wine & Spirits

C. Manager of Record: Anastasios Giannopoulos

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

E.Address of Licensed Premises: 25 Walkers Brook Drive City/Town: Reading State: MA Zip: 01867

F. Business Phone: TBD

G. Cell Phone: (617) 799 - 6023

H. Email: taso.akg@me.com

I. Website: TBD

J.Mailing address (If different from E.): Same 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 Continuing Care Retirement Community
- ☐ §12 General On-Premises
- ☐ §12 Tavern (No Sundays)
- ☒ §15 Package Store

### 4. LICENSE CATEGORY:

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

### 5. LICENSE CLASS:

- ☒ Annual
- ☐ Seasonal

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

NAME: Andrew Upton c/o DiNicola, Seligson & Upton, LLP

ADDRESS: Six Beacon Street, Suite 700

CITY/TOWN: Boston STATE: MA ZIP CODE: 02108

CONTACT PHONE NUMBER: (617) 279 2595 FAX NUMBER: (617) 426 - 0587

EMAIL: Andrew.Upton@dsu-law.com

## 7. DESCRIPTION OF PREMISES:

Please provide a complete description of the premises. Please note that this must be identical to the description on the Form 43. **Your description MUST include: number of floors, number of rooms on each floor, any outdoor areas to be included in licensed area, and total square footage**. i.e.: "*Three story building, first floor to be licensed, 3 rooms, 1 entrance 2 exits (3200 sq ft); outdoor patio (1200 sq ft); Basement for storage (1200 sq ft). Total sq* ft = 5600."

Approximately 914 square feet of ground floor retail space and 225 square feet of storage space within the existing single story grocery store building with one entrance and two exits.

Total Square Footage: 914 Number of Entrances: 1 Number of Exits: 2

Occupancy Number: 25 Seating Capacity: N/A

**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? Please select

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

Landlord is a(n): LLC Other:

Name: The Stop & Shop Supermarket Company LLC Phone:

Address: 1385 Hancock Street City/Town: Quincy State: MA Zip: 02169

Initial Lease Term: Beginning Date 5/31/2016 Ending Date 9/30/2027

Renewal Term: 11 years Options/Extensions at: 2 at 5 and 6 Years Each

Rent: $60,000.00 Per Year Rent: $5,000.00 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 ☒

If Yes, Landlord Entity must be listed in Question # 10 of this application.

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): Corporation  Other :

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

Date of Incorporation/Organization: 10/27/2009

State of Incorporation/Organization: MA

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.

**IMPORTANT ATTACHMENTS (4):**

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 (unless they are a landlord entity)

| Name | All Titles and Positions | Specific % Owned | Other Beneficial Interest |
|---|---|---|---|
| Anastasios Giannopoulos | Pres./Sec./Treas./Dir. | 100% | Manager of Record |

*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 |
|---|---|---|
| Anastasios Giannopoulos | §15 Package Store | Anastasi Brookline Inc., 27 Harvard Street, Brookline, MA 02445 |
| Anastasios Giannopoulos | §15 Package Store | Eastern Beverage Group, 2111 Needham Street, Newton, MA 02458 |
| | Please Select | |
| | Please Select | |
| | Please Select | |
| | Please Select | |

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

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**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 |
|---|---|---|---|
| Anastasios Giannopoulos | Gordon and Sons, 1065 Commonwealth Avenue, Boston, MA | 11/4/2014 | Transferred |
| Anastasios Giannopoulos | McGrath Beer & Wine, 14 McGrath Highway, Somerville, MA | 11/4/2014 | Transferred |
| Anastasios Giannopoulos | AKG Distributors, 173 Belgrade Avenue, Boston, MA | 1/1/2010 | Transferred |

**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 |
|---|---|---|
| | | |
| | | |
| | | |

**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 a U.S. Citizen? Yes ☒ No ☐

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

1.. Are all Individual(s), 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.) For Individual(s), Shareholder(s), Member(s), Director(s) and Officer(s):**

1.. Are all Individual(s), 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: | $0.00 |
| B. Purchase Price for Business Assets: | $100,000.00 * Purchase price for Liquor License. |
| C. Costs of Renovations/Construction: | $40,000.00 |
| D. Initial Start-Up Costs: | $5,000.00 |
| E. Purchase Price for Inventory: | $5,000.00 |
| F. Other: (Specify) | $0.00 |
| **G: TOTAL COST** | $150,000.00 |
| **H. TOTAL CASH** | $30,000.00 |
| **I. TOTAL AMOUNT FINANCED** | $120,000.00 |

**IMPORTANT ATTACHMENTS (5):** Any individual, LLC, corporate entity, etc. providing funds of $50,000 or greater towards this transaction, must provide proof of the source of said funds. Proof may consist of three consecutive months of bank statements with a minimum balance of the amount described, a letter from your financial institution stating there are sufficient funds to cover the amount described, loan documentation, or other documentation.

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):

Loan from Radius Bank of $120,000. Corporate funds of $30,000.

*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 |
|---|---|---|
| N/A | | |
| | | |
| | | |

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

B. Does any individual or entity listed in §17 or §18 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:

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**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: Radius Bank

**2.** Amount of Loan: $120,000 **3.** Interest Rate: 6% **4.** Length of Note: 10

**5.** Terms of Loan : 10 Year Note.

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:

**IMPORTANT ATTACHMENTS (6):** 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

Installation of shelves, glass walls and doors and free standing coolers in existing store space.

**21. ANTICIPATED OPENING DATE:** **Fall, 2016**

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

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## APPLICANT'S STATEMENT

I, Anastasios Giannopoulos (Authorized Signatory) the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP member

of Anastasi Brookline Inc. (Name of the Entity/Corporation), hereby submit this application for Transfer of s. 15 License and Change of Location (Transaction(s) you are applying for)

(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;

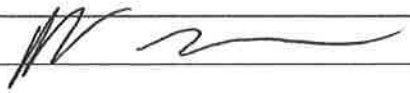
(5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;

(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:  Date: 07/12/2016

Title: President

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*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: | Anastasi Brookline, Inc. | Business Name (dba): | Reading Fine Wine & Spirits |
| Address: | 25 Walkers Brook Drive | | |
| City/Town: | Reading | State: MA | Zip Code: 01867 |
| ABCC License Number: (If existing licensee) | 101600019 | Phone Number of Premise: | TBD |

**2. MANAGER INFORMATION:**

A. Name: Anastasios Giannopoulos

B. Cell Phone Number:

C. List the number of hours per week you will spend on the licensed premises: 40+

**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 U.S. 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: Owner, Brookline Fine Wine, 27 Harvard Street, Brookline, MA 02445

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: Manager of Record, Brookline Fine Wine, 27 Harvard Street, Brookline, MA 02445

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

See attached.

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

Signature [signature] Date 07/12/2016

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*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: Anastasi Brookline Inc.

B. Business Name (dba): Reading Fine Wine & Spirits

C. Address: 25 Walkers Brook Drive

D. ABCC License Number (If existing licensee): TBD

E. City/Town: Reading | State: MA | Zip Code: 01867

F. Phone Number of Premise: TBD

G. EIN of License:

**2. PERSONAL INFORMATION:**

A. Individual Name: Anastasios Giannopoulos

B. Home Phone Number:

C. Address: 68 Lake Shore Drive

D. City/Town: Westwood | State: MA | Zip Code: 02090

E. Social Security Number:

F. Date of Birth:

G. Place of Employment: Anastasi Brookline Inc.

**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.

President, Treasurer, Secretary, Director, Manager of Record and 100% owner of the Licensee.

**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: [signature] Date: 07/12/2016

Title: Director (If Corporation/LLC Representative)

5b16

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

*STEVEN GROSSMAN*
*TREASURER AND RECEIVER GENERAL*

*KIM S. GAINSBORO, ESQ.*
*CHAIRMAN*

# CORI REQUEST FORM

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

***ABCC LICENSE INFORMATION***

| | | | | | |
|---|---|---|---|---|---|
| **ABCC NUMBER:** (IF EXISTING LICENSEE) | 101600019 | **LICENSEE NAME:** | Anastasios Giannopoulos | **CITY/TOWN:** | Reading |

***APPLICANT INFORMATION***

| | | | | | |
|---|---|---|---|---|---|
| LAST NAME: | Giannopoulos | FIRST NAME: | Anastasios | MIDDLE NAME: | |
| MAIDEN NAME OR ALIAS (IF APPLICABLE): | n/a | PLACE OF BIRTH: | Greece | | |
| DATE OF BIRTH: | | SSN: | | ID THEFT INDEX PIN (IF APPLICABLE): | n/a |
| MOTHER'S MAIDEN NAME: | Moulatsiotis | DRIVER'S LICENSE #: | | STATE LIC. ISSUED: | Massachusetts |
| GENDER: | MALE | HEIGHT: | 5 10 | WEIGHT: | 250 |
| EYE COLOR: | Brown | | | | |
| CURRENT ADDRESS: | 68 Lake Shore Drive | | | | |
| CITY/TOWN: | Westwood | STATE: | MA | ZIP: | 02090 |
| FORMER ADDRESS: | 97 Maplewood Street | | | | |
| CITY/TOWN: | West Roxbury | STATE: | MA | ZIP: | 02132 |

***PRINT AND SIGN***

| | | | |
|---|---|---|---|
| PRINTED NAME: | Anastasios Giannopoulos | APPLICANT/EMPLOYEE SIGNATURE: | |

***NOTARY INFORMATION***

On this 7/12/2016 before me, the undersigned notary public, personally appeared Anastasios Giannopoulos (name of document signer), proved to me through satisfactory evidence of identification, which were Personally known to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

M. Brangwynne
NOTARY

MICHAEL E. BRANGWYNNE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 17, 2020

*DIVISION USE ONLY*

REQUESTED BY: _____
*SIGNATURE OF CORI-AUTHORIZED EMPLOYEE*

The DCJI Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJI. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. **ALL CORI request forms that include this field are required to be submitted to the DCJI via mail or by fax to (617) 660-4614.**

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# CORPORATE VOTE

# APPLICATION FOR TRANSFER OF LIQUOR LICENSE, PLEDGE OF LICENSE, CHANGE OF LOCATION AND APPOINTMENT OF MANAGER

This is to certify that at a meeting of the Directors of

Anastasi Brookline Inc.

It was voted to apply to the Licensing Authority for the Town of Reading and the Commonwealth of Massachusetts for a TRANSFER OF SECTION 15 PACKAGE STORE LICENSE, PLEDGE OF LICENSE, CHANGE OF LOCATION AND APPOINTMENT OF MANAGER at 25 Walkers Brook Drive, Reading, MA; and to appoint Anastasios Giannopoulos, a citizen of the United States, as manager for said corporation, with full authority and control of the licensed premise and of the conduct of all business therein relative to alcoholic beverages as the licensee itself should in any way have and exercise if it were a natural person resident in the Commonwealth; and to authorize Attorney Andrew Upton to execute any documents necessary for the submission of said application.

**[signature page follows]**

5618

The foregoing statement is made under penalty of perjury on 12, 2016

BY: _____

TITLE: President

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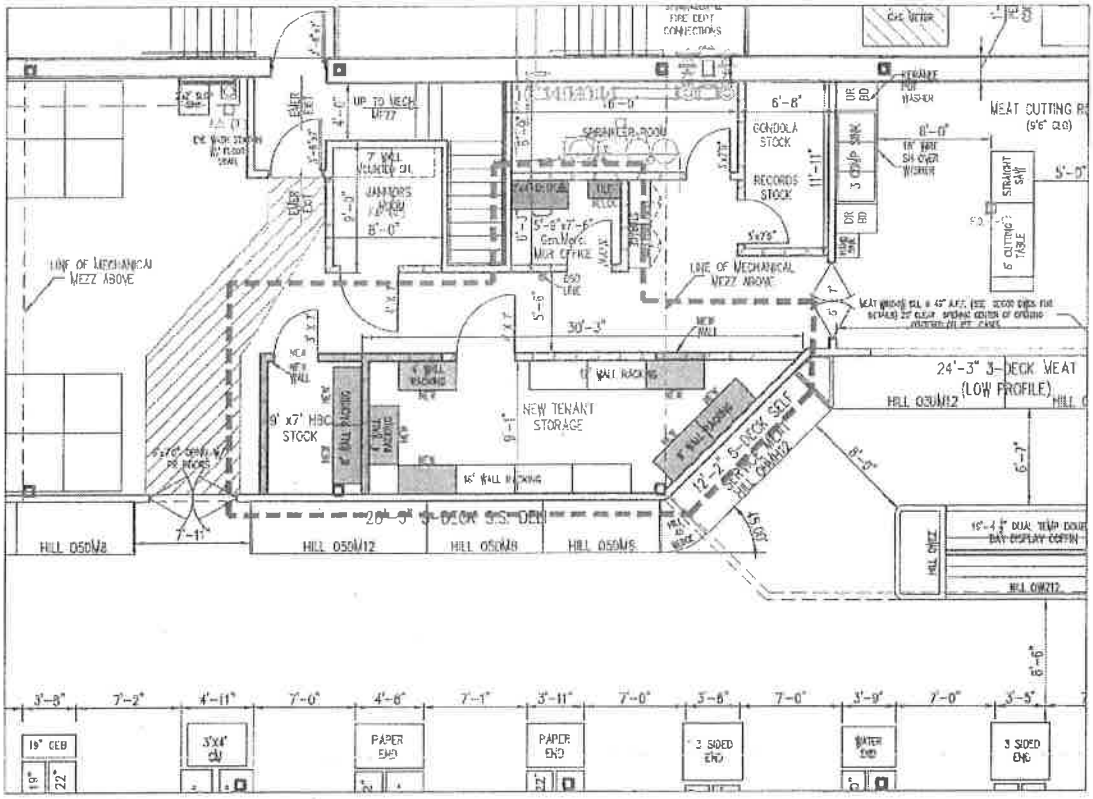


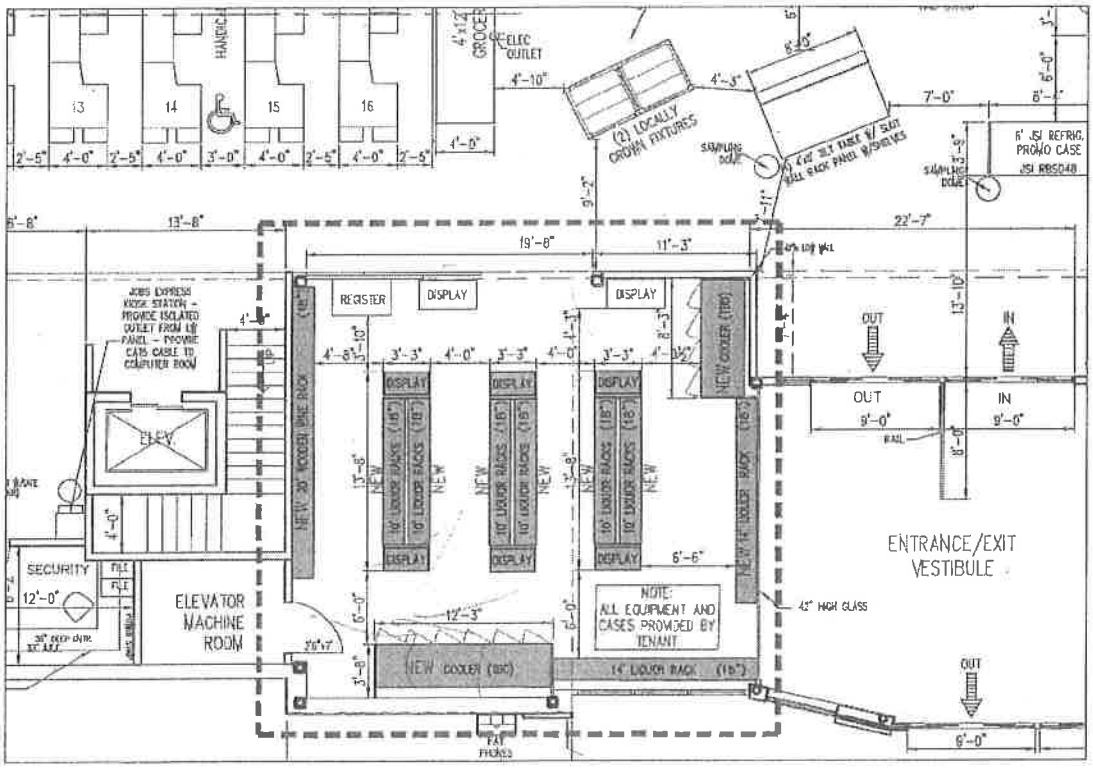


| | | | | | |
|---|---|---|---|---|---|
| 1 03.03.16 | PER SCOTT FORBES MEETING COMMENTS RECEIVED ON 03.02.2016 ADJUSTED ALL SHELVING TO 18" DECK | SPECIAL PROJECT - LIQUOR STORE REV - 04 - DATED 03.02.2016 | THE STOP & SHOP SUPERMARKET COMPANY LLC 25 WILLIAMS BRIDGE DRIVE READING MA | THE STOP & SHOP SUPERMARKET COMPANY LLC | |
| | | | | DRAWN BY: RF | SCALE: 1/8"=1'-0" DATE: 07.15.07 | DRAWING NUMBER: F-1 | SHEET NUMBER: 488 |

5620

# CERTIFICATE OF GOOD STANDING
# MASSACHUSETTS DEPARMENT OF REVENUE

The seller has filed for Chapter 7 Bankruptcy in the United States Bankruptcy Court for the District of Massachusetts, Case Number 15-14740. The Massachusetts Department of Revenue is a listed creditor in the bankruptcy proceeding. Please see the attached official creditors list for the bankruptcy proceeding.

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**15-14740** Brooks Brew and Fine Wines, LLC
**Case type:** bk **Chapter:** 7 **Asset:** Yes **Vol:** v **Judge:** Joan N. Feeney
**Date filed:** 12/03/2015 **Date of last filing:** 07/11/2016

# Creditors

**Alarmex**
243 Boston Street
Topsfield, MA 01983
(19644578)
(cr)

**Andes Imports, Inc.**
PO Box 92
North Billerica, MA 01862
(19644579)
(cr)

**Atlantic Importing Company**
101 Bishop Street
Framingham, MA 01702
(19644580)
(cr)

**August A. Busch**
440 Riverside Avenue
Medford, MA 02155
(19644581)
(cr)

**Bart Murphy**
6 Webster Road
Wakefield, MA 01880
(19662166)
(cr)

**Baystate Wine & Spirits**
PO Box 204
Avon, MA 02322
(19644582)
(cr)

**Berkshire Brewing Co.**
P.O. Box 251
South Deerfield, MA 01373
(19644583)
(cr)

**Boston Reading LLC**
715 Boylston STreet
Boston, MA 02116
(19644584)
(cr)

**Boston Reading, LLC**
Attn: Elliot Gould
715 Boylston Street
Boston, MA 02116
(19644585)
(cr)

**Brooks Brew and Fine Wines LLC**
86 Bennett Street
LYNN, MA 01905
(19661079)
(cr)

**Carpe Vinum**
14 Meehan Street
Jamaica Plain, MA 02130
(19644586)
(cr)

**Carpe Vinum, LLC**
14 Meehan Street
Jamaica Plain, MA 02130
(19698631)
(cr)

5b22

**Charles River Wine Company**
PO Box 491
Sturbridge, MA 01566
(19662169)
(cr)

**Comcast**
PO Box 1577
Newark, NJ 07101
(19644587)
(cr)

**Commonwealth of Massachusetts**
Alcoholic Beverages Control Commission
239 Causeway St.
Boston, MA 02114
(19723191)
(cr)

**Commonwealth of Massachusetts**
Department of Unemployment Assistance
Legal Department, 1st Floor
Attn: Chief Counsel
19 Staniford Street
Boston, MA 02114
(19723190)
(cr)

**Daily Times Chronicle**
531 Main Street
Reading, MA 01867
(19644588)
(cr)

**Diane Giamberardino**
35 Townpath Drive
Wilmington, MA 01887
(19662168)
(cr)

**Gilbert Distributors**
PO Box 1074
Boylston, MA 01505
(19644589)
(cr)

**Horizon Beverage Company**
45 Commerce Way
Norton, MA 02766
(19644590)
(cr)

**Humboldt Imports**
2 Merchant Street, #3
Sharon, MA 02067
(19644591)
(cr)

**Interisle Consulting Group, LLC**
4 Tiffany Trail
Hopkinton, MA 01748-1630
(19674943)
(cr)

**Keane Fire & Safety**
1500 Main Street
Waltham, MA 02451
(19644592)
(cr)

**Linda Corbett**
80 Undine Road
Brighton, MA 02135
(19644593)
(cr)

**Mark Rowe**
64 Pearl Street
Reading, MA 01867
(19662165)
(cr)

**Martignetti Companies**
(19644594)

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PO Box 859219
Braintree, MA 02185 (cr)

**Masciarelli Wine Co.**
144 Moore Road
East Weymouth, MA 02189 (19644595)
(cr)

**Massachusetts Department of Revenue**
Bankruptcy Unit
P.O. Box 9564
Boston, MA 02114 (19723189)
(cr)

**Maureen Lawson**
203 Wildwood Street
Wilmington, MA 01887 (19662167)
(cr)

**Maureen Lawson**
203 Wildwood St.
Wilmington, MA 01887 (19677479)
(cr)

**Merchant Cash & Capital**
460 Park Avenue South
10th Floor
New York, NY 10016 (19644596)
(cr)

**Merrimack Valley Distributing Co.**
PO Box 417
Danvers, MA 01923 (19644597)
(cr)

**Middlesex East Supplement**
531 Main Street
Reading, MA 01867 (19644598)
(cr)

**National Grid**
PO Box 11735
Newark, NJ 07101 (19644599)
(cr)

**Northside Carting, Inc.**
210 Holt Road
North Andover, MA 01845 (19644600)
(cr)

**OMG Bagels**
Short Stop Distributions
35 Main Street, Ste. #1
Wayland, MA 01778 (19644601)
(cr)

**Pamela Barron**
110 Parker Street
Wilmington, MA 01887 (19644602)
(cr)

**PSP Management Company LLC**
73 Bridge Street
Manchester, MA 01944 (19644603)
(cr)

**Reading Municipal Light Department**
PO Box 30
Reading, MA 01867 (19644604)
(cr)

5624

**Robert Carp**
26 Hollywood Avenue
Chestnut Hill, MA 02467
(19644605)
(cr)

**Seaboard Products Co.**
PO Box 330
Danvers, MA 01923
(19644606)
(cr)

**Seacrest Foods**
86 Bennett Street
Lynn, MA 01905
(19644607)
(cr)

**Trident Craft Beverage Merchants**
15 Piccadilly Street
Westborough, MA 05181
(19644608)
(cr)

**Wine-Cask Imports**
100 Powder Hill Road
Acton, MA 01720
(19644609)
(cr)

**Winebow**
PO Box 417221
Boston, MA 02241
(19644610)
(cr)

**World Wide Wine**
of New England
9 Mear Road
Holbrook, MA 02343
(19644611)
(cr)

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| PACER Service Center | | | |
|---|---|---|---|
| Transaction Receipt | | | |
| 07/18/2016 11:45:28 | | | |
| **PACER Login:** | mb9574:4140536:0 | **Client Code:** | Taso |
| **Description:** | Creditor List | **Search Criteria:** | 15-14740 Creditor Type: cr |
| **Billable Pages:** | 2 | **Cost:** | 0.20 |

5625

Execution Copy

# AGREEMENT FOR PURCHASE OF LIQUOR LICENSE

AGREEMENT made as of this 16th day of May, 2016 by and between Anastasios Giannopoulos or his assignee or nominee, c/o Ligris + Associates PC, 1188 Centre Street, Newton, Massachusetts 02459 (hereinafter referred to as "Buyer") and Lynne F. Riley, Chapter 7 Trustee ("Trustee") of Brooks Brew and Fine Wines, LLC, a limited liability company duly organized and existing under the laws of the Commonwealth of Massachusetts ("Debtor") with a principal place of business at 676 Main Street, Reading, Massachusetts (hereinafter referred to as "Seller").

WHEREAS, the Debtor is debtor in Chapter 7 bankruptcy case no. 15-14740 pending in the U.S. Bankruptcy Court for the District of Massachusetts ("Bankruptcy Court"); and

WHEREAS, the Seller is the holder of an "All Alcohol Retail Package Store Beverages License" (ABCC #101600019) issued by the Town of Reading Licensing Commission for the premises located at 676 Main Street, Reading, MA 01867 (such license being hereinafter referred to as the "License"); and

WHEREAS, the Seller desires to transfer the License to Buyer and the Buyer desires to purchase the License, all upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, the parties agree as follows:

1. **Transfer of License.** Subject to the obtaining of all necessary approvals as hereinafter set forth, the Seller agrees to transfer the License to the Buyer at a location to be designated by the Buyer selected in accordance with the terms of this Agreement. The

Seller agrees that the Buyer's performance hereunder is expressly contingent on the transfer of the License free and clear of any and all liens, encumbrances, attachments, and the like. The Seller shall transfer the License by Bill of Sale in form and substance as reasonably acceptable to Buyer's counsel pursuant to a Bankruptcy Court order authorizing said transfer, free and clear of any and all liens, claims, encumbrances or attachments attributable to the Seller or to the License prior to the transfer, including without limitation, liens, claims, encumbrances, or attachments of governmental authorities or vendors, including without limitation, for amounts owed liquor vendors..

2. Purchase Price. The Buyer agrees to pay the Seller the sum of One Hundred Thousand and 00/100 Dollars ($100,000.00) in consideration of the transfer of the License. Five Thousand and 00/100 Dollars ($5,000.00) has already been paid as an initial deposit with the Offer to Purchase dated January 29, 2016 and Five Thousand and 00/100 ($5,000.00) shall be paid by check upon execution of this Agreement as an additional deposit (jointly both deposits shall be referred to as the "Deposit"). The Deposit shall be held in a non-interest bearing account by Atlantic License Brokers subject to the terms of this Agreement and duly accounted at the time of transfer of the license. In the event of any disagreement between the parties, the escrow agent shall hold all deposits made under this Agreement pending written instructions mutually given by the Seller and the Buyer or the Bankruptcy Court. The balance of the purchase price shall be payable by certified, attorney's IOLTA or bank cashier's check or via domestic wire transfer at the time of transfer of the license.

3. Required Approvals. This Agreement is subject to Bankruptcy Court approval and sale procedures, including auction procedures for the solicitation and

acceptance of higher and better offers. If the Buyer is not selected as having submitted the highest and best offer under the Auction procedures, the Buyer may elect to terminate this Agreement, and the Deposit will be refunded to Buyer. Upon Bankruptcy Court approval and the entry of a final order approving the sale of the License to the Buyer, the obligations of the Buyer hereunder shall be subject to it obtaining any and all necessary approvals for the transfer of the License from Seller to Buyer by the Town of Reading Licensing Commission and the Commonwealth of Massachusetts Alcoholic Beverages Control Commission as set forth herein. Within seven business days after the entry of a final order approving the sale, the Buyer and Seller shall apply for said necessary approvals and thereafter diligently prosecute the applications therefor, using their best efforts to obtain assignment and transfer of same as contemplated by this Agreement. The Seller and Buyer shall cooperate fully with each other in connection with the efforts to obtain said necessary approvals and to execute all documents necessary to best effectuate the transfer. If, for reasons other than the Buyer's failure to use best efforts to obtain assignment and transfer of the License, (a) the approval of the assignment and transfer of the License fails to occur on or before one hundred twenty (120) calendar days from the date of filing a complete application with the local licensing authority at the Town of Reading ("Closing Deadline"), or (b) the transfer/assignment is denied by the Town of Reading Licensing Commission and the Commonwealth of Massachusetts Alcoholic Beverages Control Commission; or if the approval materially adversely impacts the operating hours to be limited to fewer hours than 8:00AM to 11:00 PM Mondays through Saturdays and 10:00 AM to 11:00 PM on Sundays, the Buyer shall have the election to either (i) terminate this Agreement whereupon the Deposit shall be forthwith refunded to



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the Buyer, and this Agreement shall be void without any recourse by either party; or (ii) extend the Closing Deadline by up to ninety (90) calendar days by written notice to the Seller. Notwithstanding anything herein, all of the Buyer's obligations herein are further subject to the Buyer securing a written lease under terms and conditions which are acceptable to the Buyer for a location for the placement of the License acceptable to Buyer, at Buyer's sole discretion within forty-five (45) days of the Bankruptcy Court's entry of a final order approving the sale contemplated herein.

4. **Closing.** The Closing (as defined herein) shall take place at 10:00 a.m. at the offices of Ligris + Associates PC, 143 Newbury Street, Boston, Massachusetts on the fifth ($5^{th}$) business day after receipt of written notice from the Town of Reading of full, final, and unconditioned approval by the Alcoholic Beverages Control Commission or at such time and location as agreed upon by the parties ("Closing"). At the Closing the Seller shall execute and deliver all documents necessary to effect the transfer of the License and, subject to the provisions of Paragraph 5 the Buyer shall pay the balance of the purchase price.

5. **Sale Free and Clear of Liens.** The sale shall be free and clear of all liens, claims and encumbrances under Section 363 (f) of the Bankruptcy Code, , including without limitation, liens, claims, encumbrances, or attachments of governmental authorities or vendors, including without limitation for amounts owed liquor vendors.

6. **Seller Warranties.** Seller warrants that the License has been renewed by the Town of Reading Licensing Commission. Until the date of Closing, Seller will promptly file all necessary renewal applications.



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7. **Non Recourse.** If the Seller or Buyer executes this Agreement in a fiduciary or representative capacity, only the principal or the estate represented shall be bound and neither the Seller or Buyer executing, nor shall any officer, director or shareholder, be personally liable for any obligation, expressed or implied, hereunder.

8. **Modification and Other Matters.** This Agreement contains the entire agreement between the parties relating to the transaction contemplated hereby and all prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein. By executing this Agreement, the Buyer and Seller hereby grant to their attorneys the actual authority to bind them for the sole limited purpose of allowing them to cancel, grant extensions, modify or amend this Agreement in writing, and the Buyer and Seller shall be able to rely upon the signatures of said attorneys as binding unless they have actual knowledge that the principals have disclaimed the authority granted herein to bind them. Further, for purposes of this Agreement, email transmissions and/or facsimile signatures on such written instruments shall be binding, provided however that no party shall avoid any obligation hereunder by failing to provide such original signature. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts. If any term, covenant, condition, provision or agreement herein contained is held to be invalid, void or otherwise unenforceable by any court of competent jurisdiction, the fact that such term, covenant, condition, provision or

agreement is invalid, void or otherwise unenforceable shall in no way affect the validity or enforceability of any other term, covenant, condition, provision or agreement herein contained. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed an original; such counterparts shall together constitute but one agreement. All terms of this Agreement shall be binding upon, inure to the benefit of and be enforceable by, the parties hereto and their respective legal representatives, successors and assigns.

9. **Seller Deliverables.** At the time of Closing the Seller shall deliver the following items as a condition to the Buyer's performance:

a. Sale Order of the United States Bankruptcy Court authorizing the Trustee to convey the license free and clear of all liens, interests and encumbrances;

b. to the extent required by the ABCC, releases from the Massachusetts Department of Revenue and Massachusetts Department of Unemployment Assistance; and.

c. two original counterparts of a Bill of Sale (in form and substance as approved by Buyer's counsel);

10. **Brokers.** Neither Buyer nor Seller has engaged or dealt with any broker or finder in connection with the sale contemplated by this Agreement other than Atlantic License Brokers which the Seller shall pay.

11. **Cooperation.** Seller and Buyer agree to execute any and all closing instruments, such as a settlement statement and compliance/errors/omissions agreement at the time of Closing.



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12. **Notices.** All notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly delivered (i) upon the delivery (or refusal to accept delivery) by messenger or overnight express delivery service (or, if such date is not on a business day, on the business day next following such date), or (ii) on the third (3rd) business day next following the date of its mailing by certified mail, postage prepaid, at a post office maintained by the United States Postal Service, or (iii) upon the receipt by facsimile transmission as evidenced by a receipt transmission report, addressed as follows:

If to Buyer, to:

Konstantinos Ligris, Esq.
Ligris & Associates, PC
1188 Centre Street
2nd Floor
Newton, Massachusetts 02459
Telephone No. (617) 274-1500
Facsimile: (617) 274-1515
kligris@ligris.com

with a copy to:

Karen D. Simao, Esq.
McDermott, Quilty & Miller LLP
28 State Street, Suite 802
Boston, MA 02109
Telephone No. (617) 946-4600
Facsimile: (617) 946-4624
ksimao@mqmllp.com

If to Seller, to :

Lynne F. Riley, Esq.
Casner & Edwards, LLP
393 Congress Street
Boston, MA 02210
Telephone No. (617) 426-5900
Fax: 617-449-9516
riley@casneredwards.com

12. Buyer's Default. If the Buyer shall fail to fulfill the Buyer's agreements herein, and Seller has fulfilled Seller's agreements herein, the Deposit made hereunder by the Buyer shall be retained by the Seller as liquidated damages and this shall be Seller's sole and exclusive remedy at both law and in equity for any default by Buyer hereunder.

[Signatures follow on the next page]

Execution Copy

IN WITNESS WHEREOF, the parties have executed this Agreement in two counterparts on the day and year first above written.

BUYER:

Anastasios Giannopoulos

SELLER:

Lynne F. Riley, Chapter 7 Trustee of
Brooks Brew and Fine Wines LLC

Lynne F. Riley, Trustee



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MA SOC Filing Number: Date: 10/27/2009 1:36 PM

# The Commonwealth of Massachusetts
## William Francis Galvin

**Minimum Fee: $250.00**

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

## Articles of Organization
(General Laws, Chapter 156D, Section 2.02; 950 CMR 113.16)

**Federal Employer Identification Number:** *must be 9 digits)*

**ARTICLE I**

The exact name of the corporation is:

ANASTASI BROOKLINE, INC.

**ARTICLE II**

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

TO ENGAGE IN, OWN, CONDUCT, MAINTAIN, OPERATE, AND CARRY ON, DIRECTLY OR INDIRECTLY, A LIQUOR STORE BUSINESS; TO BUY AND SELL LIQUOR ITEMS, RIGHTS, LICENSES OF ALL KINDS AND TO DO ALL THINGS NECESSARY AND APPURTENANT TO SAID BUSINESS AS MAY BE CONVENIENTLY CONDUCTED IN CONNECTION WITH THE SAME. TO PURCHASE, OR OTHERWISE ACQUIRE AND TO OWN, DEVELOP, IMPROVE, OPERATE, OCCUPY MANAGE, MAINTAIN, KEEP, RENT, SELL, MORTGAGE, PLEDGE, HIRE, LEASE, EXCHANGE, HOLD, BUILD, CONSTRUCT, ERECT, ALTER, REPAIR FOR THIS CORPORATION OR FOR OTHER PERSONS OR CORPORATIONS OR OTHER BUSINESS ORGANIZATIONS, OR OTHERWISE DISPOSE OF OR DEAL IN, REAL ESTATE OR PERSONAL PROPERTY OF EVERY KIND AND CHARACTER WHATSOEVER, AND ALL RIGHTS AND INTEREST THEREIN IN THIS STATE OR ELSEWHERE. TO ENGAGE IN ANY AND ALL OTHER ACTIVITIES THAT MAY LAWFULLY BE CONDUCTED IN THE COMMONWEALTH OF MASSACHUSETTS.

**ARTICLE III**

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

| Class of Stock | Par Value Per Share Enter **0** if no Par | Total Authorized by Articles of Organization or Amendments | | Total Issued and Outstanding |
|---|---|---|---|---|
| | | *Num of Shares* | *Total Par Value* | *Num of Shares* |
| CNP | $0.00000 | 300 | $0.00 | 300 |

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

**ARTICLE IV**

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of

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any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

NONE

**ARTICLE V**

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

NONE

**ARTICLE VI**

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

NONE

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

**ARTICLE VII**

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

**Later Effective Date: Time:**

**ARTICLE VIII**

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

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

| | | | | |
|---|---|---|---|---|
| Name: | ANASTASIOS GIANNOPOULOS | | | |
| No. and Street: | 173 BELGRADE AVENUE | | | |
| City or Town: | ROSLINDALE | State: MA | Zip: 02131 | Country: USA |

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

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| Title | Individual Name<br>First, Middle, Last, Suffix | Address (no PO Box)<br>Address, City or Town, State, Zip Code |
|---|---|---|
| PRESIDENT | ANASTASIOS GIANNOPOULOS | 173 BELGRADE AVE<br>ROSLINDALE, MA 02131 USA |
| TREASURER | DOUGLAS GORDON | 5 INDIAN ROAD ROAD<br>WAYLAND, MA 01778 USA |
| SECRETARY | DOUGLAS GORDON | 5 INDIAN ROAD ROAD<br>WAYLAND, MA 01778 USA |
| DIRECTOR | DOUGLAS GORDON | 5 INDIAN ROAD ROAD<br>WAYLAND, MA 01778 USA |
| DIRECTOR | ANASTASIOS GIANNOPOULOS | 173 BELGRADE AVE<br>ROSLINDALE, MA 02131 USA |

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

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

WINE, BEER AND SPIRITS LIQUOR STORE

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

No. and Street: 173 BELGRADE AVENUE
City or Town: ROSLINDALE State: MA Zip: 02131 Country: USA

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

No. and Street: 173 BELGRADE AVENUE
City or Town: ROSLINDALE State: MA Zip: 02131 Country: USA
**which is**

__ its principal office
__ an office of its secretary/assistant secretary
__ an office of its transfer agent
X its registered office

**Signed this 27 Day of October, 2009 at 1:33:54 PM by the incorporator(s).** *(If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)*
ANASTASIOS GIANNOPOULOS

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THE COMMONWEALTH OF MASSACHUSETTS

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

October 27, 2009 1:36 PM

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

0-7555-0

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# PREMISES LICENSE AGREEMENT

**THIS PREMISES LICENSE AGREEMENT** (the "***Premises License Agreement***"), is made and entered into as of the ____ day of _____, 2016, by and between **The Stop & Shop Supermarket Company LLC,** a Delaware limited liability company having a mailing address of 1385 Hancock Street, Quincy Massachusetts 02169 (hereinafter referred to as "***LICENSOR***"), and **Reading Fine Wine & Spirits, Inc.**, a Massachusetts corporation having a mailing address 173 Belgrade Ave., Boston Massachusetts 02131 (hereinafter referred to as "***LICENSEE***").

W I T N E S S S E T H

WHEREAS, LICENSOR operates a supermarket (the "***Licensor's Premises***") at premises commonly known as 25 Walkers Brook Drive, located in Reading, Massachusetts (the "***Property***"); and

WHEREAS, LICENSEE has agreed to operate a beer and wine shop (the "***Licensee's Business***") inside the Licensor's Premises; and

WHEREAS, LICENSOR has agreed to grant to LICENSEE a license to occupy space (the "***Licensed Business Area***") within the Licensor's Premises for the operation of the Licensee's Business; and

WHEREAS, LICENSEE has agreed to accept said grant of license and to operate the Licensee's Business in the Licensed Business Area subject to the terms and conditions of this Premises License Agreement.

NOW. THERFORE, in consideration of the foregoing, of the covenants and agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency whereof being hereby acknowledged, LICENSOR and LICENSEE hereby agree as follows.

1. GRANT OF LICENSE. LICENSOR does hereby grant to LICENSEE the right and privilege, for the term hereinafter specified, of constructing and operating the Licensee's Business in certain store premises comprising the "Licensed Business Area" (as hereinafter defined). LICENSEE hereby accepts said grant of license and agrees to construct and operate the Licensee's Business in the Licensed Business Area. The construction and operation of the Licensee's Business shall be in accordance with the terms and conditions of this Premises License Agreement.

2. LICENSED BUSINESS AREA. The Licensed Business Area shall consist of approximately 914 square feet of store space and 225 square feet of storage space for a total of one thousand one hundred thirty nine (1,139) square feet at the location in the Licensor's Premises designated as the "Licensed Business Area" on **Exhibit A** attached hereto and made a part hereof.

3. TERM. (a) The initial term of this Premises License Agreement (the "***Initial Term***") shall be for a period commencing on the date of this Premises License Agreement (the "***Commencement Date***") and continuing through May 31, 2021. References in this Premises License Agreement to "***Term***"

shall mean the Initial Term and any "Extension Periods" (as hereinafter provided) exercised by LICENSEE.

For the purposes of this Premises License Agreement, reference to a "***Premises License Agreement Year***" shall mean each of the successive calendar years which fall entirely in the Term of this Premises License Agreement, as it may be extended, but (i) if the Commencement Date is not a January 1, the first Premises License Agreement Year shall be the period beginning with the Commencement Date and ending with the following December 31, and (ii) the last Premises License Agreement Year may therefore be less than twelve (12) months long.

(b) Except as otherwise provided in this subsection (b), LICENSEE shall have the right to extend the Term of this Premises License Agreement upon all of the terms, covenants and conditions contained herein for one (1) extension period(s) of six (6) years in duration, and a second extension period of five (5) years (each an "***Extension Period***"), by written notice sent to LICENSOR not less than one hundred eighty (180) days prior to the expiration of the Initial Term of this Premises License Agreement or the then-current Extension Period, time being of the essence. Once exercised, an extension right shall be deemed to have been exhausted and shall not be susceptible of revival as one of the "terms" contained in the Premises License Agreement, to be carried forward, unmodified, into the respective Extension Period. LICENSEE'S right to extend the Term of this Premises License Agreement shall be void (i) if this Premises License Agreement is not in full force and effect when any such right is exercised, or (ii) if a Condition of Default shall exist under this Premises License Agreement at the time LICENSEE'S notice of the exercise of its right to extend the Term of this Premises License Agreement is given to LICENSOR or at the time such putative Extension Period is scheduled to commence. In the event LICENSEE fails to give notice in strict compliance with the terms of this Section, the LICENSEE'S option to extend shall conclusively be deemed to have been waived, and the Premises License Agreement shall not be extended beyond the expiration of the then-current Term.

Notwithstanding anything to the contrary contained in the immediately-preceding paragraph, LICENSEE acknowledges and agrees that the second extension of the Term of this Premises License Agreement will extend the term beyond the expiration date of the current term of the LICENSOR'S lease for the Licensor's premises, LICENSEE'S right to extend the term of this Premises License Agreement is expressly conditioned on LICENSOR'S extension of the term of its lease for the Licensor's Premises. If LICENSOR does not in its sole and absolute discretion elect to extend the term of its lease for the Licensor's Premises, LICENSOR shall endeavor to advise LICENSEE of same when that decision not to extend is made, and in said event, LICENSEE'S exercise of its extension of the term of this Premises License Agreement for the second Extension Period shall be null and void *ab initio*.

4. LICENSE FEE. Commencing as of the "***License Fee Accrual Date***" (which, for the purposes of this Premises License Agreement, shall mean the date which is ninety (90) days after the date LICENSEE opens the Licensed Business Area for business, and continuing for the Term of this Premises License Agreement, LICENSEE covenants and agrees to pay to LICENSOR for the right to occupy and use the Licensed Business Area annual license fees (the "***License Fees***") based on the following License Fee Schedule:

## LICENSE FEE SCHEDULE

| Term | Annual License Fee | Monthly License Fee |
|---|---|---|
| License Fee Accrual Date to May 31, 2021 | $60,000.00 | $5,000.00 |
| First Extension Period June 1, 2021 to May 31, 2027 | $61,200.00 | $5,100.00 |
| Second Extension Period June 1, 2027 to May 31, 2031 *** | $62,424.00 | $5,202.00 |

***** Option subject to Licensor exercising available option under Lease in Licensors sole discretion. (See #3 above).**

All installments of License Fees shall be payable without demand in monthly installments on the first day of each month in advance. All payments of License Fees payable to LICENSOR pursuant to this Premises License Agreement shall be sent to LICENSOR at P.O. Box 3797, Boston, Massachusetts 02241-3797, unless LICENSOR otherwise directs by written notice to LICENSEE.

In the event any commercial occupancy tax or sales tax on rentals or occupancy charges (or the equivalent of either of such taxes), or other tax is imposed on LICENSOR by any duly constituted local, city, county, state, federal or other governmental authority with respect to the License Fee payable by LICENSEE, LICENSEE shall pay to LICENSOR, as an additional license fee, such portion of any such tax imposed on the License Fee.

In addition LICENSEE shall pay to LICENSOR monthly with the License Fee the additional sum of $3,000.00 as a contribution to LICENSORS costs, for inclusion in LICENSORS bi-weekly advertising circular. At any time after the first six (6) months of License Fee payments LICENSEE may upon thirty (30) days prior written notice to LICENSOR terminate this additional payment which will eliminate any inclusion in LICENSORs advertising circular.

5. USE AND OPERATION/LICENSOR'S CESSATION OF BUSINESS. LICENSEE shall use and occupy the Licensed Business Area for the operation of Licensee's Business only. LICENSEE shall not use or occupy the Licensed Business Area for, nor permit the Licensed Business Area to be used for, any other use or uses without the express prior written approval of LICENSOR, which approval LICENSOR may withhold in its absolute and sole discretion. In furtherance of the foregoing, but not in limitation thereof, except for the sale of beer and wine and, if applicable in the future, liquor, in no event shall any part of the Licensed Business Area be used by LICENSEE or any other party for: (i) the operation a food store or for the sale of food items or food products of any kind for consumption (whether by humans or animals) on or off the Licensed Business Area, and/or (ii) the conduct of a drug store, pharmacy, or health and beauty care business.

At all times during the Term of this Premises License Agreement, and subject only to (a) LICENSOR'S cessation of business operations at the Licensor's Premises, and/or (b) LICENSEE being prevented from conducting business by causes (other than economic constraints or conditions) beyond LICENSEE'S reasonable control, Licensee shall continuously and without interruption occupy and use the Licensed Business Area for the conduct of the Licensee's Business on all days and during all hours that LICENSOR is operating its business from the Licensor's Premises and in compliance with all laws, rules, and regulations of any local, city, county, state, federal, or other governmental authority having jurisdiction over the operation of Licensee's Business. LICENSEE agrees to conduct its business in the Licensed Business Area at all times in a high grade and reputable manner so as to produce the maximum volume of sales in the Licensed Business Area. LICENSEE further agrees to use all of the Licensed Business Area for retail sales purposes, other than such portions as are designated for storage and office purposes, and to use such storage and office space only in connection with the business conducted in the Licensed Business Area; to furnish and equip the Licensed Business Area with all trade fixtures which may be suitable and which are necessary for carrying on Licensee's Business in the manner provided in this Premises License Agreement; to carry a full and complete stock of fresh merchandise and to offer the same for sale at competitive prices; to maintain an adequate staff of trained personnel to assure efficient and courteous service to customers; to store all trash and refuse in closed containers at locations in the Licensed Business Area which are not frequented by, or generally visible to, members of the public, and to dispose of the trash and refuse daily; and to keep the Licensed Business Area and all appointments therein neat and clean, refurbishing (repainting as needed) all or any portion thereof from time to time as may be reasonably necessary to keep the Licensed Business Area attractive to customers.

The name of the Licensee's Business operated pursuant to this Premises License Agreement (the "***Licensed Business Name***") shall be such name as LICENSEE may elect by giving written notice of the Licensed Business Name to LICENSOR, and the Licensed Business Name shall be subject to LICENSOR'S prior written consent, which consent shall not be unreasonably withheld so long as the Licensed Business Name is the name used by LICENSEE or affiliates of LICENSEE in all, or substantially all, of its or their beer and wine stores, LICENSEE hereby representing to LICENSOR that it has the right to use the Licensed Business Name. The Licensed Business Name shall not be changed without the prior written consent of LICENSOR, which consent shall not be unreasonably withheld, delayed or denied so long as the new name is the same name under which LICENSEE or affiliates of LICENSEE operates its or their other beer and wine shops.

Notwithstanding anything to the contrary contained in this Premises License Agreement, LICENSEE acknowledges and agrees that LICENSOR has no obligation to be open for business or to conduct business operations in the Licensor's Premises. In the event LICENSOR decides (or is required) to cease business operations from the Licensor's Premises, or to engage in beer, wine or liquor sales in the future LICENSOR shall give LICENSEE notice thereof at least thirty (30) days in advance. In said event, this Premises License Agreement shall terminate on the date LICENSOR ceases to conduct business operations from the Licensor's Premises, and at the request of either party, LICENSOR and LICENSEE shall confirm in writing the termination of this Premises License Agreement, and LICENSOR and LICENSEE shall thereupon be released from the performance of any obligations hereunder as to the Licensed Business Area and Licensor's Premises (except for obligations accrued but unpaid and/or not performed through the date of termination); provided, however, that this clause shall be self-operative, and in the event that neither LICENSOR nor LICENSEE shall request said agreement, or if either party

shall fail or refuse to deliver said agreement, no further instrument or document shall be necessary to effectuate said termination.

6. ALTERATIONS TO LICENSOR'S PREMISES. LICENSOR shall have the right to place, or to permit to be placed, in the Licensed Business Area, any lines, shafts, pipes and the like above the finished ceiling, within columns, inside demising walls, beneath the floor slab or otherwise not visible within the Licensed Business Area, or such other location within the Licensed Business Area, utility lines, telecommunication lines, shafts, pipes and the like, for the use and benefit of LICENSOR, LICENSEE and/or other third party tenants or occupants in the Licensor's Premises, and to enter the Licensed Business Area from time to time to replace and maintain and repair such lines, shafts, pipes and the like, in, over, under, and upon the Licensed Business Area. Such lines, shafts, pipes and the like shall not be deemed part of the Licensed Business Area under this Premises License Agreement. In addition, LICENSOR reserves the right at any time and from time to time, upon reasonable prior notice and in such manner that will not unreasonably interfere with LICENSEE'S use of the Licensed Business Area, to make, or to permit to be made, such changes, alterations, improvements, repairs or replacements in or to the interior and exterior of the Licensor's Premises and the fixtures and equipment therein, and in or to properties adjacent thereto, as LICENSOR may deem necessary or desirable. In exercising any of its rights under this Section, LICENSOR agrees as follows: not to obstruct unreasonably LICENSEE'S access to the Licensed Business Area; to perform all work reasonably in such manner as to minimize any disruption to LICENSEE'S business to the extent reasonably possible; and not to interfere unreasonably with LICENSEE'S use and occupancy of the Licensed Business Area as contemplated by this Premises License Agreement.

7. INSURANCE AND INDEMNIFICATION.

7.1. LICENSEE'S Liability Insurance. Throughout the Term of this Premises License Agreement, LICENSEE, at its own expense, shall maintain with respect to the Licensed Business Area and the Licensor's Premises and the Shopping Center comprehensive general liability insurance with appropriate contractual liability endorsements covering all of LICENSEE'S obligations under Section 7.6, with a single limit of at least $3,000,000.00 for personal injury, bodily injury and property damage; and the LICENSEE also shall maintain with respect to the Licensed Business Area insurance coverage for employer's liability, host liquor liability, liquor liability, and so-called "dram shop" liability coverage with a single limit of not less than $5,000,000.00 per occurrence. All of LICENSEE'S insurance shall be provided by insurance companies that (i) have and maintain a rating of A.M. Best A-, VII or better, and (ii) are qualified to do business in the state where the Licensed Business Area is located.

7.2. LICENSEE'S Other Insurance. LICENSEE, at its own expense, shall maintain throughout the term of this Premises License Agreement (a) fire and casualty insurance, with extended coverage, vandalism, malicious mischief and sprinkler leakage endorsements (except as LICENSOR may, from time to time, in writing agree to the omission of any such endorsement) covering all of LICENSEE'S personal property and improvements in the Licensed Business Area to the extent of the full replacement value of such property and improvements; and (b) rental value or business interruption insurance in an amount not less than the total of one year's License Fees, together with all taxes and other charges payable by LICENSEE under this Premises License Agreement for a one (1) year period; and (c) automobile liability

insurance (comprehensive form) covering all vehicles used in connection with LICENSEE'S operations from the Licensed Business Area with limits of liability of not less than $3,000,000.00 combined single limit for bodily injury and property damage as a result of any one occurrence.

7.2.1. The amount of insurance maintained by LICENSEE in accordance with the provisions of this Section 7 shall be increased from time to time (but not more often than annually), so that the amount of coverage will be consistent with the then-current standards observed by a majority of owners and occupants of commercial premises in the area in which the Licensed Business Area is located. LICENSOR agrees to use reasonable efforts to forward to LICENSEE any relevant information concerning those standards which may, from time to time, come to LICENSOR'S attention.

7.3. Subrogation Waiver - LICENSEE. Each policy of insurance maintained by LICENSEE (whether or not required under the provisions of this Premises License Agreement) with respect to the Licensed Business Area or with respect to Licensee's Business or property therein shall include provisions by which the insurance carrier(s) (a) waive(s) all rights of subrogation against LICENSOR (and against all persons for whose actions LICENSOR may be legally responsible) on account of any loss payable under the policy, and (b) agree(s) that the policy will not be invalidated because the insured (in writing and prior to the occurrence of any loss under the policy) has waived part or all of its right(s) of recovery against any party on account of any loss or damage covered by the policy, or because of the act or negligence of LICENSEE or anyone for whom LICENSEE may be legally responsible, or because of the prior agreement of the parties regarding the application of the proceeds of the insurance. If LICENSEE is unable to procure the inclusion of all of the provisions described in subdivisions (a) and (b) of the immediately-preceding sentence, LICENSEE shall name LICENSOR as an additional named insured in the policy.

7.3.1. Waiver of LICENSEE'S Claims. LICENSEE hereby waives any and all rights of recovery which it might otherwise have against LICENSOR, its agents, employees, contractors and all other persons for whose actions LICENSOR may be legally responsible, for any loss or damage to Licensee's Business or property in the Licensed Business Area or the Licensor's Premises and the Shopping Center, which Licensee's Business or property either are required to be insured under the terms of this Premises License Agreement or which LICENSEE, in the absence of any such requirement, elects to insure, notwithstanding that the loss or damage may result from the negligence, willful act or default under the terms of this Premises License Agreement of LICENSOR, its agents, employees, contractors, or other persons for whose actions LICENSOR may be legally responsible. The foregoing waiver by LICENSEE shall include, but not be limited to, such claims for damage resulting from (i) any defect in or failure of plumbing, HVAC equipment, electric wiring or installation thereof, water pipes, stairs, ramps, railings or walks; (ii) any equipment or appurtenances becoming out of repair; (iii) the bursting, leaking or running of any tank, washstand, water closet, waste pipe, drain or any other pipe or tank in, upon or about the Licensor's Premises; (iv) the backing up of any sewer pipe or downspout; (v) the escape of steam or hot water; (vi) water being upon or coming through the roof or any other place upon or near the Licensed Business Area or otherwise; and (vii) broken glass.

7.3.2. Waiver of LICENSOR'S Claims. LICENSOR hereby waives any and all rights of

recovery which it might otherwise have against LICENSEE, its agents, employees, contractors and all other persons for whose actions LICENSEE may be legally responsible, for any loss or damage to the Licensed Business Area, the Licensor's Premises and the Shopping Center or LICENSOR'S business or property therein, which are covered by any policy of fire or casualty insurance maintained by LICENSOR, even though that loss or damage results from the negligence, willful act or default under the terms of this Premises License Agreement of LICENSEE, its agents, employees, contractors or other persons for whose actions LICENSEE may be legally responsible.

7.3.3. Subrogation Waiver - LICENSOR. LICENSOR agrees that the insurance policies maintained by it with respect to the Licensed Business Area, the Licensor's Premises and the Shopping Center, and LICENSOR'S business and property therein shall contain provisions or endorsements substantially similar to those described in subdivisions (a) and (b) of the first sentence of Section 7.3, so that LICENSEE'S liabilities shall be limited in the same manner as LICENSOR'S liabilities are to be limited pursuant to the provisions of Section 7.3 and its several subsections and subdivisions.

7.4. Insured Parties - LICENSEE'S Insurance. Each policy of insurance maintained by LICENSEE with respect to the Licensed Business Area, or to the Licensor's Premises and/or the Shopping Center, or to its business or property in any of said areas, whether or not required by this Premises License Agreement, shall name LICENSOR and any overlessor as an additional insured, except for insurance policies containing the endorsements provided for in Section 7.3. It is understood and agreed that the designation of the additional insured parties is intended to afford to those parties the same protection against claims as is normally afforded to the insured person procuring the policy by the usual terms of the customary forms of the casualty and liability insurance policies LICENSEE is required to maintain or provide for under the terms of this Premises License Agreement. It is not intended that any person named as insured by any such policy shall, by virtue of such designation alone, be entitled to share in any payments made under that policy, and LICENSOR agrees to endorse (without recourse) and deliver to LICENSEE any check or draft for any payment under any such policy, which check or draft was made payable to LICENSOR solely by virtue of a designation as an additional insured in accordance with the requirements of this Section 7.3.

7.5. LICENSEE'S Insurance Certificates. LICENSEE shall deliver to LICENSOR on or before the Commencement Date, and thereafter at least thirty (30) days prior to the expiration of each such policy, a certificate of each policy of insurance required to be maintained by LICENSEE under the provisions of Section 7.1 and Section 7.2. No such policy of insurance shall be cancelled or changed nor shall the coverage of any such policy be reduced without at least thirty (30) days' prior written notice to LICENSOR.

7.5.1. LICENSEE'S Reports. From time to time, as LICENSOR may reasonably require, but not more often than annually, LICENSEE shall deliver to LICENSOR a complete and accurate list of all insurance coverage (which shall include builders' risk insurance and payment and performance bonds required under this Premises License Agreement) maintained by LICENSEE with respect to the Licensed Business Area, the Licensor's Premises and the Shopping Center, or the property or business of LICENSEE or LICENSOR, whether or not the

insurance coverage is required. That list shall include for each policy (a) the policy number, (b) the name of the carrier, (c) the amount and (in detail) the type of coverage, (d) the expiration date and the date to which the premium has been paid, (e) the names of those persons designated as insured, and (f) a reasonably detailed description of each endorsement on each policy.

7.6. LICENSEE'S Indemnity. LICENSEE covenants and agrees to defend LICENSOR and to save LICENSOR harmless and indemnified (to the extent permitted by law) from and against any and all claims, actions, loss, damages, liability and expense in connection with loss of life, personal injury and damage to property, whether arising out of or resulting from any occurrence in the Licensed Business Area, or out of or from the occupancy or use by LICENSEE (or anyone claiming under or through LICENSEE) of the Licensed Business Area or any part thereof, or out of or from any work undertaken by LICENSEE (or on LICENSEE'S direct or indirect authority) under this Premises License Agreement, or out of or from any occurrence in the Licensor's Premises or anywhere which is occasioned wholly or partly by, or which is in any way connected with, (a) any failure to perform any obligation imposed on LICENSEE by this Premises License Agreement or any breach of any such obligation, or (b) any act, neglect, or omission of LICENSEE, its agents, contractors, employees, licensees or concessionaires, or of any other person occupying space in the Licensed Business Area.

8. CONDITION OF LICENSED BUSINESS AREA.

8.1 LICENSEE acknowledges that LICENSEE has had the opportunity to thoroughly inspect and examine the Licensed Business Area and has either caused said inspection and examination to be made or has elected not to do so, and LICENSEE is satisfied with its knowledge or the condition and state of repair of the Licensed Business Area. The Licensed Business Area is licensed to LICENSEE in "AS IS" condition, without any warranty of fitness for use or occupation whatsoever, express or implied, LICENSEE expressly waiving any rights it may have under any warranty which is created by statute or otherwise. LICENSEE agrees that LICENSOR shall have no obligation to perform any work of construction or repair to render the Licensed Business Area fit for use or occupation or for LICENSEE'S particular purposes or to make it acceptable to LICENSEE.

8.2. Licensee's Work. LICENSEE shall perform all work required to permit LICENSEE to open the Licensed Business Area for business and shall install all fixtures and equipment necessary to enable LICENSEE to conduct business in the manner provided in this Premises License Agreement. The construction work and the installation of fixtures and equipment provided for in this Section is sometimes referred to as "***Licensee's Work***." LICENSEE shall submit to LICENSOR at least one printed, full-sized, legible set of LICENSEE'S plans and specifications for Licensee's Work. Licensee's Work shall be performed at LICENSEE'S expense and in accordance with plans and specifications (in such detail as LICENSOR may reasonably require) which first have been approved in writing by LICENSOR. Licensee's Work shall be performed by such union contractor(s), or by such other contractor(s), as LICENSEE may select, so long as the use of any contractor who is not a union contractor does not result in a labor dispute. If the use of such contractor does result in a labor dispute, LICENSEE shall terminate the use of any such contractor forthwith. All such work shall be consistent with the exhibit attached hereto as **EXHIBIT C**, and identified as LICENSEE'S WORK. LICENSEE agrees to complete all work within 120 days of delivery of the Licensed Premises and open for business immediately thereafter.

8.2.1. Prior to beginning Licensee's Work, LICENSEE shall obtain "all risk" "builder's risk insurance," so-called, insuring both LICENSOR and any overlessor, as well as LICENSEE, against any claims for property damage, personal injury, bodily injury, death, and for any other type of loss or damage arising out of or occasioned by or connected in any way with Licensee's Work, together with any other insurance coverage or protective bond which may be required by law. LICENSEE shall furnish LICENSOR with certificates of the issuance of all insurance prior to beginning Licensee's Work. All insurance shall be maintained in force until Licensee's Work has been completed and shall be in amounts reasonably satisfactory to LICENSOR.

8.2.2. After the Commencement Date has occurred, but subject to LICENSEE receiving all certificates, permits, approvals and licenses in order for LICENSEE to operate the Licensee's Business in the Licensed Business Area (collectively the "***Licensee's Business Licenses***"), LICENSEE shall commence Licensee's Work promptly after receipt of LICENSOR'S notice directing LICENSEE to do so and stating that LICENSOR has approved LICENSEE'S plans and specifications and shall diligently prosecute the same to completion on all business days; provided, however, that LICENSEE may commence Licensee's Work prior to receipt of the Licensee's Business Licenses, and in said event, if the Licensee's Business Licenses are not obtained, LICENSEE shall promptly remove all Licensee's Work and restore the Licensed Business Area to the condition contemplated by Section 18 of this Premises License Agreement.

8.2.3. LICENSOR'S approval of LICENSEE'S plans and specifications for Licensee's Work shall create no responsibility or liability on the part of LICENSOR for their completeness, design sufficiency, or compliance with all laws, rules and regulations of governmental agencies or authorities.

8.2.4. LICENSEE shall obtain, at its own cost and expense, all permits, approvals and other permissions from any governmental authority which may be required in connection with Licensee's Work. LICENSEE also shall obtain, at its sole cost and expense, all of the Licensee's Business Licenses (in final form) necessary for LICENSEE'S occupancy and use of the Licensed Business Area. LICENSOR agrees that LICENSOR shall cooperate reasonably with LICENSEE with respect to, and upon written notice from LICENSEE, shall execute within a reasonable time (if applicable authorities require the signature of the LICENSOR), all forms, applications and permits, which are necessary for the commencement of Licensee's Work or for LICENSEE'S initial occupancy of the Licensed Business Area, provided that such forms, applications or permits, and work, use and operations contemplated thereby, are consistent with all provisions of this Premises License Agreement and all applicable laws, rules, regulations and ordinances. LICENSEE shall pay all fees and expenses of LICENSOR relating to such cooperation or execution and agrees that the provisions of Section 7.6 of this Premises License Agreement include, without limitation, any loss, cost or liability resulting from such cooperation or execution.

8.2.5. Other than Licensee's Work, LICENSEE shall not make any alterations, additions, or improvements in or to the Licensed Business Area without the prior written consent of LICENSOR, which consent LICENSOR may withhold its absolute and sole discretion. LICENSEE shall give LICENSOR prior written notice of any proposed permitted change, describing it in reasonable detail. All permitted changes and other improvements shall become a

part of the Licensor's Premises unless LICENSOR requires their removal at the end of the Term.

8.2.6. LICENSEE shall pay promptly when due the entire cost of any work to the Licensed Business Area undertaken by LICENSEE, so that the Licensed Business Area and the Licensor's Premises shall at all times be free of liens for labor and materials, and LICENSEE shall discharge any such lien forthwith upon request of LICENSOR, by posting a surety company bond or otherwise, as LICENSOR may reasonably require. LICENSEE shall procure all necessary permits before undertaking such work and shall do all of such work in a good and workmanlike manner, employing materials of good quality and complying with all governmental requirements, without impairing the safety of the structure or the value of the Licensed Business Area or the Licensor's Premises.

9. LICENSES AND TAXES. Any and all taxes, fees and assessments, including, but not limited to, license fees, fees for permits, profits, sales or use taxes, personal property taxes, or any other taxes which may be levied or assessed upon the assets, business, or capital of the Licensed Business Area, on LICENSEE'S income therefrom, or on the merchandise carried therein, or on the furniture, fixtures, and other equipment used therein, by any duly constituted local, city, county, state, federal or other governmental authority, shall be borne and paid for by LICENSEE as and when due.

10. ASSIGNMENT/CHANGE OF CONTROL. LICENSEE shall not assign this Premises License Agreement or make any sub-license of the Licensed Business Area or any part thereof or of the Term or permit any part of the Licensed Business Area to be used or occupied by others.

11. RELATIONSHIP OF PARTIES. It is understood and agreed that nothing herein contained shall be considered as in any way constituting a partnership, principal and agent, or landlord and tenant relationship between LICENSOR and LICENSEE, and that the relationship of the parties shall only be that of licensor and licensee.

12. RELOCATION OF LICENSED BUSINESS AREA. LICENSEE acknowledges and agrees that LICENSOR, at any time and from time to time, may elect to remodel, enlarge or otherwise change the size or configuration of the Licensor's Premises for any reason LICENSOR deems appropriate. In such an event, LICENSOR agrees to notify LICENSEE in writing (the "***Relocation Notice***") of LICENSOR'S election to remodel, enlarge or otherwise change the size or configuration of the Licensor's Premises and will discuss with LICENSEE LICENSOR'S plans in order to determine if the Licensed Business Area can be moved to another location within the Licensor's Premises designated by LICENSOR in the Relocation Notice.

LICENSEE shall notify LICENSOR in writing (the "***Licensee's Relocation Election Notice***") within thirty (30) days of the Relocation Notice whether LICENSEE will move and relocate the Licensee's Business to the new location in the Licensor's Premises designated by LICENSOR or terminate this Premises License Agreement (as hereinafter provided). LICENSEE'S failure to provide LICENSOR with the Licensee's Relocation Election Notice within said thirty (30) day period (time being of the essence) shall irrevocably be deemed an election by LICENSEE to relocate the Licensee's Business to the new location in the Licensor's Premises.

In the event of the relocation of the Licensee's Business, LICENSOR shall use all commercially reasonable efforts to cause the relocation of the Licensee's Business as quickly as possible. If the relocation of the Licensee's Business necessitates the closing of the Licensee's Business for a period of more than seven (7) consecutive days, the Licensee Fees payable under this Premises License Agreement shall be abated to the extent that LICENSEE is unable to conduct Licensee's Business; the then-current Term of this Premises License Agreement shall be extended for the number of days during which LICENSEE is unable to conduct the Licensee's Business; and all of the terms and conditions of this Premises License Agreement shall be in effect during such period of the extension of the then-current Term. In addition, LICENSOR agrees to pay the reasonable out-of-pocket costs of LICENSEE incurred by LICENSEE in relocating its fixtures, equipment and merchandise at the Licensee's Business to the new location in the Licensor's Premises.

Furthermore in the event of the relocation of the Licensee's Business, the new location shall, from and after the date of relocation, be deemed to be the Licensed Business Area. If the size of the relocated Licensed Business Area is smaller than the original Licensed Business Area, the Annual License Fee shall re reduced on a pro-rata basis as agreed to between LICENSOR and LICENSEE.

In the event LICENSEE is not satisfied with the relocation proposed by LICENSOR, LICENSEE'S sole and exclusive remedy shall be to elect to terminate this Premises License Agreement by so advising LICENSOR in the Licensee's Relocation Election Notice within thirty (30) days after the Relocation Notice (time being of the essence). In said event, this Premises License Agreement shall terminate thirty (30) days prior to the date specified in the Licensor's Relocation Notice as the date on which LICENSOR is anticipating starting the remodel, enlargement or other change in the size or configuration of the Licensor's Premises; and following said termination, LICENSOR and LICENSEE shall thereupon be released from the performance of any obligations under this Premises License Agreement as to the Licensed Business Area (except for obligations accrued but unpaid and/or not performed through the date of termination). At the request of LICENSOR or LICENSEE, the parties agree to confirm in writing the termination of this Premises License Agreement; provided, however, that this clause shall be self-operative, and in the event that neither LICENSOR nor LICENSEE shall request said agreement, or if either party shall fail or refuse to deliver said agreement, no further instrument or document shall be necessary to effectuate the termination of this Premises License Agreement.

13. SUBORDINATION. The rights of LICENSEE under this Premises License Agreement shall be subject and subordinate to any and all present or future leases of the Property and/or mortgage or mortgages, or the lien resulting from any other method of financing or refinancing, now or hereafter in force against all or part of the Property or against any buildings hereafter placed upon any part of the Property and to all advances made or hereafter to be made upon the security thereof. In confirmation thereof, LICENSEE shall promptly execute such documents as LICENSOR and/or the owner of the Property (the "***Property Owner***") shall request in order to confirm the foregoing.

From time to time, within ten (10) days after request therefor by LICENSOR or the Property Owner, or in the event that upon any sale, assignment or hypothecation of any of the Property by the Property Owner, to the extent LICENSOR shall agree to provide a so-called estoppel letter to the Property Owner and/or the Property Owner's purchaser or mortgagee, LICENSEE agrees to deliver a certificate to any proposed

purchaser or mortgagee, and/or to LICENSOR or the Property Owner, certifying (if such be the case) that this Premises License Agreement is in full force and effect and that there are no defenses or offsets thereto, or stating those claimed by LICENSEE, and such other factual matters as such mortgagee, purchaser, LICENSOR or the Property Owner shall require. The LICENSEE, upon request of any party in interest, shall execute promptly such instruments or certificates to carry out the intent of the provisions of this Section 13 as shall be requested by LICENSOR or the Property Owner.

14. DEFAULT. 14.1. Any of the following contingencies shall be a "***Condition of Default***":

14.1.1. Conditions of Default. If LICENSEE shall neglect or fail to perform or observe any of the terms, provisions, conditions or covenants contained in this Premises License Agreement and on LICENSEE'S part to be performed or observed, and if (a) such neglect or failure shall continue for a period of fifteen (15) days after receipt by LICENSEE of written notice of such neglect or failure (except that in the case of failure to pay License Fees or any charge payable by LICENSEE for which LICENSEE has already been billed no notice shall be required [except as may be required by applicable law], but LICENSEE shall be entitled to a "grace" period of four [4] days beginning with the day following the due date); or if (b) more than fifteen (15) days are required to cure such default (because of the nature of the default and of the necessary cure), and LICENSEE fails, within such fifteen (15) day period, to begin to cure the default, or, having begun to cure such default within the fifteen (15) day period, LICENSEE thereafter does not diligently proceed to cure the default within the shortest reasonable time;

14.1.2. If the estate hereby created shall be taken on execution or by other process of law;

14.1.3. If LICENSEE or any guarantor of LICENSEE'S obligations hereunder or any person or legal entity occupying the Licensed Business Area through or under LICENSEE shall commit an act of bankruptcy or be declared bankrupt or insolvent according to law, or if any assignment shall be made of the property of any of them for the benefit of creditors, or if any proceedings, including, without limitation, proceedings for reorganization or for an arrangement with creditors, shall be commenced under any bankruptcy or insolvency law by or against LICENSEE or any guarantor of LICENSEE'S obligations under this Premises License Agreement or any person or legal entity occupying the Licensed Business Area through or under LICENSEE;

14.1.4. If a receiver, guardian, conservator, trustee, assignee or any other or similar officer or person shall be appointed to take charge of all or any part of LICENSEE'S property or such guarantor's property or the property of any person or legal entity occupying the Licensed Business Area through or under LICENSEE;

14.1.5. If any court shall enter an order with respect to LICENSEE or with respect to any such guarantor or with respect to any person or legal entity occupying the Licensed Business Area through or under LICENSEE providing for the modification or alteration of the rights of creditors;

14.1.6. If LICENSEE shall fail or neglect to commence Licensee's Work within ten (10)

days after obtaining the permits and approvals for the operation of the Licensee's Business and notice from LICENSOR that LICENSOR has approved LICENSEE'S plans and specifications for the LICENSEE'S Work, or on the first business day after the Licensed Business Area is delivered to LICENSEE, if that is later; or

14.1.7. If any of LICENSEE'S fixtures or equipment are removed from the Licensed Business Area for any reason and the removed fixtures or equipment shall not simultaneously have been replaced with fixtures or equipment at least as good in quality as the fixtures and equipment removed.

14.1.8. If LICENSEE or any "Affiliate" of LICENSEE is in default under any agreement for the operation of a business substantially similar to Licensee's Business with LICENSOR or any affiliate of LICENSOR. For the purposes of this Premises License Agreement, reference to an "***Affiliate***" shall mean any company or entity into which LICENSEE is merged; or any company or entity acquiring or owning or controlling LICENSEE; or any company or entity owned or controlled by LICENSEE or by any other company or entity which is owned or controlled by LICENSEE; or any company or entity owned and controlled by a company, entity, or persons owning or controlling LICENSEE.

14.2. LICENSOR'S Remedies. In the event any Condition of Default shall occur (notwithstanding any waiver, license or indulgence granted by LICENSOR with respect to the same or any other Condition of Default in any former instance), LICENSOR, in addition to any other rights or remedies available to LICENSOR at law or in equity, then or at any time thereafter, but prior to the removal of such Condition of Default, shall have the right at its sole election, either

14.2.1. (Termination). to terminate this Premises License Agreement by written notice to LICENSEE, which shall take effect on the date of LICENSOR'S dispatch of said notice or on any later date (on or prior to the expiration of the then-current Term) specified in LICENSOR'S termination notice; or

14.2.2. (Possession). to enter upon and take possession of the Licensed Business Area without demand or notice and repossess the same as of the LICENSOR'S former estate, expelling LICENSEE and those claiming under LICENSEE, forcibly if necessary, without being deemed guilty of any manner of trespass and without prejudice to any remedy for arrears of License Fees or preceding breach of covenant.

14.2.3. LICENSOR'S repossession of the Licensed Business Area under Section 14.2.2 shall not be construed to effect a termination of this Premises License Agreement, unless LICENSOR sends LICENSEE a written notice of termination under Section 14.2.1.

14.3. Relicensing. In the event of any Condition of Default that is not cured, LICENSOR shall have the right (at its sole election and whether or not this Premises License Agreement shall be terminated under Section 14.2.1) to relicense or rent the Licensed Business Area or any part thereof for such period or periods (which may extend beyond the Term of this Premises License Agreement) and at such License Fees or rent and upon such other terms and conditions as LICENSOR may deem advisable,

and in connection with any such relicensing or renting (as the case may be), LICENSOR may make or cause to be made such additions, alterations and improvements to the Licensed Business Area as LICENSOR may deem advisable.

14.4. Removal of Goods. If LICENSOR shall terminate this Premises License Agreement or take possession of the Licensed Business Area by reason of a Condition of Default, LICENSEE, and those claiming under LICENSEE, shall forthwith upon receipt of LICENSOR'S notice so directing, remove their goods and effects from the Licensed Business Area. If LICENSEE or any such claimant shall fail to effect such removal forthwith, LICENSOR, without liability to LICENSEE or to those claiming under LICENSEE, may remove such goods and effects and may store the same for the account of LICENSEE or of the owner thereof in any place selected by LICENSOR or, at LICENSOR'S sole election, LICENSOR may sell the same at public auction or at private sale on such terms and conditions as to price, payment and otherwise as LICENSOR, in its sole judgment, may deem advisable.

14.4.1. LICENSEE shall be responsible for all costs of removal, storage and sale, and LICENSOR shall have the right to reimburse itself from the proceeds of any such sale for all such costs paid or incurred by LICENSOR. If any surplus sale proceeds shall remain after such reimbursement, LICENSOR may deduct from such surplus any other sum due to LICENSOR hereunder and shall pay over to LICENSEE the remaining balance of such surplus sale proceeds, if any.

14.5. Current Damages. No termination or repossession provided for in Section 14.2 shall relieve LICENSEE (or any guarantor of LICENSEE'S obligations hereunder) of their liabilities and obligations hereunder or under any separate instrument of guarantee, all of which shall survive such termination or repossession. In the event of any such termination or repossession, LICENSEE shall pay LICENSOR, in advance, on the first day of each month (and pro rata for the fraction of any month) for what would have been the entire balance of the then-current Term of this Premises License Agreement, one-twelfth of the "annual License Fees for the Licensed Business Area" (as hereinafter defined) less the proceeds (if any) of any relicensing or renting of the Licensed Business Area which remain after deducting LICENSOR'S expenses in connection with such relicensing or renting. Such expenses shall include, without limitation, removal, storage and remodeling costs, the cost of painting and refurbishing the Licensed Business Area, and attorneys' and brokers' fees. LICENSOR may accelerate the due date of all such damages payable hereunder at its discretion.

14.5.1. The "***annual License Fees for the Licensed Business Area***" shall be the total of (i) the License Fees; and (ii) the cost of any repairs to the Licensed Business Area which become necessary during the vacancy of the Licensed Business Area and which would have been required of LICENSEE under the Premises License Agreement if the Premises License Agreement had not been terminated; and (iii) the cost of any repairs to the Licensed Business Area which, notwithstanding they became necessary because of the acts of some other person(s), would reasonably be deemed not to have become necessary if the Licensed Business Area had not been vacant.

14.6. Final Damages. At any time after any such termination or repossession, whether or not LICENSOR has collected any current damages, LICENSOR shall be entitled to recover from

LICENSEE, and LICENSEE shall pay to LICENSOR, on demand, as liquidated final damages in lieu of all accrued, unpaid current damages and all current License Fees accruing beyond the date of the demand (or, if earlier, the date to which LICENSEE shall have paid current damages) a sum equal to the amount by which the annual License Fees for the Licensed Business Area payable from the date of such demand for what would have been the balance of the then-current Term shall exceed the fair net licensing or rental value of the Licensed Business Area for the same period, determined as at the beginning of that period.

14.7. Not more than seven (7) days after receipt of LICENSOR'S bill therefor, LICENSEE shall pay LICENSOR all costs and expenses (including, without limitation, reasonable amounts for attorneys' fees) incurred by LICENSOR in enforcing LICENSEE'S obligations or LICENSOR'S rights under this Premises License Agreement. Any failure by LICENSOR to deliver a bill to LICENSEE within a reasonable time shall not act as a waiver of LICENSOR'S right to collect any such amounts from LICENSEE.

15. WAIVER. The waiver by LICENSOR of any breach of any term, agreement, covenant, or condition contained in this Premises License Agreement shall not be deemed to be a subsequent waiver of such term, agreement, covenant or condition contained in this Premises License Agreement. The subsequent acceptance of License Fees hereunder by LICENSOR shall not be deemed to be a waiver of any preceding breach by LICENSEE of any terms, agreement, covenant or condition of this Premises License Agreement, other than the failure of LICENSEE to pay the particular License Fees so accepted, regardless of LICENSOR'S knowledge of such preceding breach at the time of the acceptance of such License Fees. No agreement, covenant, term or condition of this Premises License Agreement shall be deemed to have been waived by LICENSOR unless such waiver is in writing signed by LICENSOR.

16. REPAIRS. Provided LICENSEE is conducting its business at the Licensed Business Area, and except for those repairs to be performed by LICENSEE pursuant to this Premises License Agreement, LICENSOR shall keep the Licensor's Premises in good order, condition and repair (making replacements when necessary in LICENSOR'S reasonable opinion) as LICENSOR reasonably deems to be necessary.

Except for those repairs to be made by LICENSOR pursuant to this Premises License Agreement, LICENSEE shall keep and maintain the Licensed Business Area and all fixtures and equipment therein in good order, repair and condition, making all repairs and replacements thereto as may be required (such repairs and replacements to be of the same quality, design and class as the original work).

If any of the portions of the Licensor's Premises, including, without limitation, the Licensed Business Area, is in need of repair, alteration or replacement because of the act, neglect or default of LICENSEE (or of its agents, employees, licensees or contractors); or because of any requirements imposed by any public authority or by an insurer or the Board of Fire Underwriters by reason of any use of the Licensed Business Area by LICENSEE; or because of any breaking or entering into, burglary of, or vandalism in the Licensed Business Area; or because of any work undertaken by or required of LICENSEE under the provisions of this Premises License Agreement; then, in any such case, LICENSEE, and not LICENSOR, shall make the required repair, alteration or replacement.

LICENSEE shall keep and maintain its fixtures and equipment and all components of its work in

good order, repair and condition while this Premises License Agreement remains in force. Any required replacement of any part or component of work performed by LICENSEE shall be effected with equipment or materials of equal or better quality.

LICENSEE shall not be required to make any repairs or replacements which are necessitated by fire, casualty, takings by eminent domain or acts of or pursuant to public authority.

17. DAMAGE OR DESTRUCTION/CONDEMNATION:

17.1. Fire and Casualty, Condemnation, Termination to any of the Licensor's Premises. If, at any time after the date of this Premises License Agreement, the Licensor's Premises, or any other portions of the Property, shall be substantially damaged or destroyed (or shall suffer some other substantial adverse effect on LICENSOR'S ability to operate its business within the Licensor's Premises) by fire or other casualty, or by taking by eminent domain or by act of or pursuant to public authority, LICENSOR, at its election, may terminate this Premises License Agreement by written notice to LICENSEE sent within sixty (60) days after the occurrence of such damage, destruction or adverse effect, even though LICENSOR'S interest has been entirely divested by a taking. If such taking or substantial casualty occurs during the last year of the Term, LICENSEE shall have the right to terminate this Premises License Agreement by written notice to LICENSOR sent within thirty (30) days after the occurrence of such taking or substantial casualty; provided, however, if LICENSEE exercises its right to extend the Term for an Extension Period, then LICENSEE'S termination shall be null and void.

If, at any time after the date of this Premises License Agreement, the Licensor's Premises shall be substantially damaged or destroyed or adversely affected by any cause described in the preceding paragraph and if LICENSOR does not terminate this Premises License Agreement within the time provided in the preceding paragraph and LICENSOR or the Property Owner does not begin to restore the Licensor's Premises (as provided in subsection 17.2) within one hundred twenty (120) days after the occurrence of such damage, destruction or adverse effect, LICENSEE, as its sole remedy, may terminate this Premises License Agreement by written notice to LICENSOR sent within thirty (30) days after the expiration of said one hundred twenty (120) day period but before LICENSOR or the Property Owner has begun the restoration work.

Upon a termination pursuant to this subsection 17.1, any unearned License Fees or other charge paid in advance by LICENSEE to LICENSOR shall be promptly refunded.

17.2. Restoration of the Licensor's Premises. If the Licensor's Premises shall be damaged, destroyed or adversely affected by any cause described in subsection 17.1, then, unless this Premises License Agreement is terminated, LICENSOR shall restore (or shall use reasonable efforts to try to cause the Property Owner to restore) the Licensor's Premises substantially to their condition immediately prior to such damage, destruction or adverse effect (to the extent such restoration is possible in any case of any adverse effect not including [or, if including, not limited to] physical damage or destruction), but, if LICENSOR or the Property Owner elects to restore same, neither LICENSOR nor the Property Owner shall have any obligation to spend more for the restoration work than the amount of insurance proceeds actually received by

LICENSOR or the Property Owner (as the case may be) or the net amount of the award offered by the taking authority after deducting LICENSOR'S and/or the Property Owner's expenses in obtaining the offer. If the amount of insurance proceeds (or the net taking award) are insufficient to enable LICENSOR or the Property Owner, as the case may be, to restore the Licensed Business Area to substantially the same scope and quality as existed prior to the occurrence of the damage or taking, LICENSOR shall either contribute the deficiency in the amount of the insurance proceeds or net taking award or, prior to commencing any restoration work, afford LICENSEE the right to cancel this Premises License Agreement within thirty (30) days after LICENSEE'S receipt of written notice from LICENSOR disclosing such insufficiency.

17.3. Taking Damages for Licensed Business Area. LICENSOR reserves, and LICENSEE hereby assigns to LICENSOR, all rights to any award or compensation accruing on account of any damage, destruction or other "adverse effect" (which latter term shall include, without limitation, both the termination and the appropriation of intangible rights, such as easements, as well as other forms of limitation adversely affecting the interests of any party) suffered by the licensed interest created by this Premises License Agreement, the Licensor's Premises, the Property or any improvement or appurtenance in, on or to any of these as a result of any condemnation or taking by eminent domain or as the result of any act of or pursuant to public authority. LICENSEE shall execute and deliver to LICENSOR or the Property Owner (as the case may be) such confirmatory instruments of this assignment as LICENSOR may from time to time request; provided, however, that this clause shall be self-operative, and in the event that neither LICENSOR nor LICENSEE shall request said instrument, or if either party shall fail or refuse to deliver said instrument, no further instrument or document shall be necessary to effectuate said assignment.

The foregoing reservation and assignment do not include any award payable to LICENSEE for physical damage to or appropriation of LICENSEE'S improvements to the Licensed Business Area, tangible personal property or for moving expenses or for any other matter, on condition, however, that such award shall be payable to LICENSEE by the taking authority and not by LICENSOR or the Property Owner (unless such amounts are included in the award paid to LICENSOR or the Property Owner), and on the further condition that no award to LICENSEE (other than moving expenses) shall result in any reduction in the amount recoverable from the taking authority by LICENSOR, by the Property Owner, by the holder of any mortgage of the Property, or by any other person having an interest in the Property other than persons, such as occupants of other premises in the Property, whose claims for damages rest on the same basis and have the same precedence as LICENSEE'S claim.

17.5. Termination of Premises License Agreement. Upon any termination of this Premises License Agreement under any of the provisions of this Section 17, each party shall thereafter be released under this Premises License Agreement without further obligations to the other party coincident with the surrender of possession of the Licensed Business Area to the LICENSOR except as otherwise provided in this Premises License Agreement and except for items which have theretofore accrued and be then unpaid.

18. YIELD-UP. All permanent improvements to the Licensed Business Area shall become the property of LICENSOR at the expiration or termination of this Agreement, unless LICENSOR requires their removal at the end of the Term by giving notice thereof to LICENSEE at least thirty (30) days prior to the expiration date of the Term of this Premises License Agreement, in which event LICENSEE shall remove same and restore the Licensed Business Area to the condition it was in prior to the date of this Premises License Agreement, reasonable wear and tear excepted. At the expiration or termination of this Premises License Agreement, LICENSEE shall convey to LICENSOR, without charge, good title to such improvements free from any and all liens, charges, encumbrances, and rights of third parties and shall provide LICENSOR with a bill of sale documenting such conveyance; provided, however, that this clause shall be self-operative, and in the event that LICENSEE shall fail or refuse to deliver said bill of sale, no further instrument or document shall be necessary to effectuate said conveyance.

19. PATRIOT ACT; OFAC; ANTI-TERRORISM ACT. LICENSEE hereby represents and warrants that:

(a) it is not designated as a individual or entity that has been determined to have committed, or poses a significant risk of committing, acts of terrorism that threaten the security of U.S. nationals or the national security, foreign policy, or economy of the U.S., which would violate the Executive Order 13224, entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," which became effective on September 24, 2001 (the "***Order***"); and

(b) it is not owned or controlled by, or acting on behalf of, an individual or entity which would violate the Order; and

(c) it has not, and will never, assist in, sponsor, or provide financial, material, or technological support for, or financial or other services to or in support of, acts of terrorism or individuals or entities designated in or under the Order; and

(d) it is not otherwise associated with certain individuals or entities designated in or under the Order; and

(e) to the extent permitted pursuant to this Premises License Agreement, it shall not enter into any agreement for space within the Licensed Business Area with, or allow the Licensed Business Area to be occupied by, any person, group, entity, or nation named in the Order or named on the SDN list which can be found at http://www.treas.gov/offices/enforcement/ofac/sdn; and

(f) to the extent permitted pursuant to this Premises License Agreement, it shall not assign this Premises License Agreement to any person, group, entity, or nation named in the Order or named on the SDN list which can be found at http://www.treas.gov/offices/enforcement/ofac/sdn.

LICENSEE hereby agrees to defend, indemnify, and hold harmless LICENSOR, any parent, subsidiary or affiliate of LICENSOR, and their respective employees, agents, officers, members, managers, directors, and shareholders from and against any and all fines, penalties, actions, claims, damages, losses, liabilities, and expenses (including, without limitation, attorney's fees and costs) arising from or related to any breach of the foregoing warranties and representations, including, without

limitation, those set forth in this Section 19.

20. ACCORD AND SATISFACTION. No payment by LICENSEE or receipt by LICENSOR of a lesser amount than the License Fees herein stipulated shall be deemed to be other than on account of the earliest stipulated License Fees, nor shall any endorsement or statement on any check or any letter be deemed an accord and satisfaction, and LICENSOR may accept such check or payment without prejudice to LICENSOR'S right to recover the balance of such License Fees or pursue any other remedies whether provided in this Premises License Agreement or otherwise available to LICENSOR at law or in equity.

21. NOTICES. Notices under this Agreement shall be in writing and shall be given by a nationally recognized overnight courier service that provides a receipt for delivery or by certified mail (return receipt requested, postage prepaid). Notices shall be sent to the parties at the following addresses:

If to LICENSOR: The Stop & Shop Supermarket Company LLC
1385 Hancock Street
Quincy, MA 02169
Attn: Senior Vice President of Real Estate

**ADDRESSES FOR NOTICES CONTINUED ON NEXT PAGE**

| | |
|---|---|
| with a copy under separate cover to: | The Stop & Shop Supermarket Company LLC<br>1385 Hancock Street<br>Quincy, MA 02169<br>Attn: Vice President of Real Estate Law |
| If to LICENSEE: | Reading Fine Wine & Spirits Inc.<br>P.O. Box 55998<br>Boston, MA. _____ |
| Copy to: | Kostas Ligris<br>Ligris & Assoc.<br>_____<br>_____ |

Notice is effective: (a) on the business day after being sent by a nationally recognized overnight courier service; or (b) three (3) business days after being sent by certified mail. A party may change its notice address by giving notice in accordance with this Section.

22. REPORTS OF GROSS SALES.

22.1. Gross Sales. The "***gross sales***" for a Premises License Agreement Year shall mean all receipts from sales of goods and services (whether by LICENSEE or by anyone claiming under LICENSEE) made in, on or from the Licensed Business Area during the Premises License Agreement Year, whether for cash or otherwise, and without regard to the manner in which such sales are made or the place at or from which the goods are delivered or the place where the services are performed or payment is made. Credit sales shall be treated as having been made for cash, in the amount of the full price, and no deduction shall be made for uncollectible accounts. Sales made through telephone, catalog or internet orders either placed in, on or from the Licensed Business Area, or shipped from the inventory located in, on or at the Licensed Business Area (or diverted from same) shall be included in gross sales.

22.2. Annual Statements. On or before June 30 of each Premises License Agreement Year (or partial Premises License Agreement Year), LICENSEE shall submit to LICENSOR a written statement of gross sales, month by month, for that Premises License Agreement Year or partial Premises License Agreement Year (as the case may be). LICENSEE'S annual statement shall be signed and certified to be complete and accurate by LICENSEE or by a principal officer of LICENSEE and shall bear an endorsement, executed by a certified public accountant, directed to LICENSOR, as follows:

> "We have examined the gross sales records of [LICENSEE'S Name]. Our examinations were made in accordance with generally accepted auditing standards and include such tests and other auditing procedures as we considered necessary under the circumstances. In our opinion, the gross sales figure of [dollar amount of gross sales] fairly represents the total gross sales (as defined in the Premises License Agreement dated [date of the Premises License Agreement]) of the above

entity for the period beginning with [date] and ending with [date]."

Each statement of gross sales shall be in such form and contain such detail as LICENSOR may reasonably require.

23. NO REPRESENTATIONS. LICENSOR has made no representations or promises with respect to the Licensed Business Area except as expressly set forth in this Premises License Agreement. This Premises License Agreement contains the entire agreement between the parties hereto. Any agreements hereafter made shall not operate to change, modify, terminate or discharge this Premises License Agreement in whole or in part unless such agreement is in writing and signed by the party sought to be changed therewith.

24. CAPTIONS. All captions, headings, and paragraph numbers preceding the text of the several paragraphs of this Premises License Agreement are inserted solely for convenience of reference and shall not constitute a part of this Premises License Agreement, nor shall they affect its meaning, construction or effect.

25. RULES AND REGULATIONS. LICENSEE shall conform to all rules and regulations for the use and management of the Licensor's Premises and/or the Shopping Center which LICENSOR or the Property Owner may promulgate, from time to time. LICENSEE shall cause its employees to park their cars only in such areas (if any) as LICENSOR may from time to time designate as employee parking areas, which in LICENSOR'S full and absolute discretion may be supplemental facilities located outside the Shopping Center.

26. HAZARDOUS SUBSTANCES. LICENSEE shall not cause or permit the release of any hazardous substance/material or oil into the septic, sewage or other waste disposal system serving the Licensed Business Area, the Licensor's Premises and/or the Shopping Center, nor cause or permit the use, generation, release, disposal or storage of any hazardous substance/material or oil, provided the same is used and stored in compliance with any and all federal, state, and local laws, ordinances and regulations governing the same), nor commit or suffer to be committed in or on the Licensed Business Area any act which would require the filing of notice pursuant to applicable law. In addition, LICENSEE shall not cause or permit the transportation of any hazardous substance/material or oil to or from the Licensed Business Area without the prior written consent of LICENSOR, and then only in compliance with any and all federal, state and local laws, ordinances and regulations governing such transportation. The phrase "***hazardous substance/ material or oil***" as used in this Section shall have the same meaning as defined and used in 42 USC §9601, et seq., as the same may be amended from time to time, or as defined in any other federal, state or local laws, ordinances and regulations applicable to the Licensed Business Area, the Licensor's Premises, and/or the Shopping Center. LICENSEE shall forthwith give LICENSOR notice of the accidental or other introduction of any such hazardous substance/material or oil, or the release or threat of release from the Licensed Business Area of any such hazardous substance/material or oil.

26.1 LICENSEE'S Indemnity. LICENSEE shall indemnify, defend, and hold LICENSOR, any parent, subsidiary and affiliate of LICENSOR, the Property Owner, and their respective officers, directors, beneficiaries, shareholders, partners, agents, members, managers

and employees harmless from all fines, suits, procedures, claims, and actions of every kind, and all costs associated therewith (including, without limitation, attorneys' and consultants' fees) arising out of or in any way connected with any deposit, spill, discharge, or other release (or the threat of release) of any hazardous substance/material or oil that occurs during the Term of this Premises License Agreement at or from the Licensed Business Area, or which arises at any time from LICENSEE'S use or occupancy of the Licensed Business Area, or from LICENSEE'S failure to provide all information, make all submissions, and take all actions required by all governmental authorities under all applicable laws, ordinances and regulations. In addition, in connection with LICENSEE'S indemnifications pursuant to this Section 26.1, LICENSEE shall be responsible for the cost of any remediation required to be performed in, on or to the Licensed Business Area, the Licensor's Premises, and/or the Shopping Center as a result of any deposit, spill, discharge, or other release (or the threat of release) of any hazardous substance/material or oil that occurs during the Term of this Premises License Agreement at or from the Licensed Business Area.

26.2. LICENSEE'S obligations and liabilities under this Section 26 shall survive the expiration or earlier termination of this Premises License Agreement.

27. SIGNS. Except for the signage shown on **Exhibit B**, attached hereto and made a part hereof, LICENSEE shall not install any signage on or about the Licensed Business Area without LICENSOR'S (and any other necessary parties) prior written consent, which consent LICENSOR may withhold in its absolute and sole discretion; provided, however, that LICENSOR hereby agrees LICENSEE may use or post any advertisement or notice in the Licensed Business Area that LICENSEE determines is appropriate in the exercise of its reasonable business judgment and that it uses in its other Licensee's Businesses.

28. SUCCESSORS AND ASSIGNS. All rights, obligations and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several and respective successors and assigns of said parties.

If LICENSOR assigns any part of LICENSOR'S interest in this Premises License Agreement or the License Fees payable hereunder (conditionally or otherwise) to the holder of a mortgage or deed of trust, or other lien, on the Licensor's Premises, LICENSEE agrees that neither the assignment by LICENSOR nor the acceptance thereof by such holder shall be deemed an assumption by such holder of any of the obligations of LICENSOR hereunder, unless such holder shall (a) specifically elect to do so by written notice sent to LICENSEE, or (b) take possession of the Licensed Premises, with or without the foreclosure of such holder's mortgage or deed of trust, or other lien, on the Licensor's Premises.

29. QUIET ENJOYMENT. Upon payment by the LICENSEE of the license fees herein provided, and upon the observance and performance of all covenants, terms and conditions on LICENSEE'S part to be observed and performed under this Premises License Agreement, LICENSEE shall peaceably and quietly hold and enjoy the respective Licensed Premises for the Term hereby licensed without hindrance or interruption by LICENSOR or any other person or persons lawfully or equitably claiming by, through or under the LICENSOR, subject, nevertheless, to the terms and conditions of this Premises License Agreement.

30. SCOPE AND INTERPRETATION OF PREMISES LICENSE AGREEMENT. This Premises License Agreement shall not be construed more strictly against one party than against the other, merely by virtue of the fact that it may have been drafted by counsel for one of the parties, it being acknowledged and agreed that both LICENSOR and LICENSEE have contributed substantially and materially to the negotiation and drafting of this License Agreement.

In interpreting this Premises License Agreement, the singular shall be deemed to include the plural and the plural shall be deemed to include the singular, all as the context may require or admit.

31. GOVERNING LAW; WAIVER OF JURY TRIAL AND COUNTERCLAIM. This License Agreement and the rights of the parties shall be governed by the laws of the state where the Licensor's Premises are located. The parties hereto waive trial by jury in connection with proceedings or counterclaims brought by either of the parties hereto against the other. In the event of suit by the LICENSOR to collect License Fees, LICENSEE shall not interpose any counterclaim in such proceeding, provided, however, LICENSEE may assert such counterclaim in a separate action brought by LICENSEE.

32. COUNTERPARTS. This Premises License Agreement may be executed in multiple counterparts, all of the originals of which shall constitute one instrument.

33. LICENSE CONTINGENCY This Premises License Agreement is expressly contingent upon LICENSEE having secured all necessary licenses to allow for the sale of beer, wine and spirits within the Licensed Premises on or before September 1, 2016, or this Agreement shall be deemed null and void and of no force or effect.

34. RIGHT OF FIRST OPPORTUNITY If at any time during the Term of this Agreement, LICENSEE decides to sell or transfer the license issued for the sale of beer, wine or spirits within the Licensed Premises, it shall first offer to the LICENSOR the opportunity to acquire said license from LICENSEE. The written offer to LICENSOR shall include a proposed purchase price and LICENSEES commitment to assist in the transfer in all reasonable requests. LICENSOR shall have a period of thirty (30) days from receipt of LICENSEE'S to respond accepting or rejecting the opportunity, with the understanding that LICENSOR'S failure to respond within said 30 day period shall be deemed a rejection.

IN WITNESS WHEREOF, LICENSOR and LICENSEE have caused this Premises License

Agreement to be duly executed as a sealed instrument as of the day and year first above written.

THE STOP & SHOP SUPERMARKET COMPANY LLC

By: _____
Name:
Title:

READING FINE WINE & SPIRITS, INC.

By: _____
Name:
Title:

## EXHIBIT A

PLAN SHOWING LOCATION OF LICENSED BUSINESS AREA – SEE ATTACHED



5672

## EXHIBIT B

LICENSEE'S SIGNAGE (Section 27)

THE LICENSEE'S SIGNAGE PLAN WILL BE ADDED TO THIS PREMISES LICENSE AGREEMENT BY A SUPPLEMENTAL AGREEMENT WHEN SAME HAS BEEN PREPARED BY LICENSEE AND APPROVED BY LICENSOR.

**EXHIBIT C**
**(LICENSEES WORK)**

**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 August 16, 2016 at 7:45 p.m. in the Selectmen's Meeting Room, 16 Lowell Street, Reading, Massachusetts on: Alteration of Premises for Bistro Concepts Inc. d/b/a Fusili's Cucina, 107 Main Street.

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 August 16, 2016 to townmanager@ci.reading.ma.us

By order of
Robert W. LeLacheur
Town Manager

7.28.16

3C1

**Town of Reading**
**16 Lowell Street**
**Reading, MA 01867**

**Julie D. Mercier**
**Community Development Director**
**Phone: 781.942-6648**
**Fax: 781.942-9071**
**Website: www.readingma.gov**

RECEIVED
TOWN CLERK
READING, MASS.
2016 JUL 12 A 10:13

**July 11, 2016**

# Minor Site Plan Review

DECISION

Project/Site: 107 Main Street
Applicant: Fusilli's Cucina – Michael Palmer, Owner

*To the Town Clerk:*
*This is to certify that, at a meeting of the Community Planning and Development Commission on July 11, 2016, by a motion duly made and seconded, it was voted:*

"We, the Reading Community Planning and Development Commission, upon request from Michael Palmer of Fusilli's Cucina (f.k.a. Sam's Bistro), for Minor Site Plan Review for the property located at 107 Main Street (Assessors Map 8, Lot 1) for the addition of patio seating on an existing concrete area at the front of the restaurant, as shown on the Proposed Patio Seating Plan, received on 6/15/16; do hereby vote 5-0-0, to approve the project under Minor Site Plan Review in accordance with Section 4.6.3 of the Reading Zoning Bylaw, subject to the Findings and Conditions below."

**Materials Submitted:**
The following materials were submitted into the public record:

1. Cover Letter from Michael Palmer to Planning Board, dated 6/15/16.
2. Certified Abutters List, dated 6/13/16.
3. Plan Review Approval from the Board of Health, dated 5/19/16.
4. Proposed Patio Seating Plan, depicting 12 seats, unlabeled, undated, received 6/15/16.
5. Sheet 1 of 1: As-Built Plan – prepared for 107 Main Street, Reading, MA, prepared by Sullivan Engineering Group, LLC, dated 10/11/10.
6. Sheet A.26: Proposed First Floor Seating Plan – prepared by Domenic Sicari Associates, LTD, depicting indoor seating only, dated 8/27/09, revised 11/3/09 – existing condition.
7. Sheet A.13: Proposed Front and Right Side Elevations – prepared by Domenic Sicari Associates, LTD, dated 8/27/09, revised 11/3/09 – existing condition.
8. Sheet A.9: Proposed Foundation Floor Plan – prepared by Domenic Sicari Associates, LTD, dated 8/27/09, revised 11/3/09 – existing condition.

**Findings:**
1. The project involves the addition of twelve (12) outdoor seats to an existing concrete area with dimensions of approximately 22' x 13' along the front façade of the restaurant. The



502

proposed use of this outdoor space for patio seating, with its adjacency to the parking lot and potential public safety concerns, triggered the need for Minor Site Plan Review by the CPDC.

2. The Applicant is requesting permission to use propane heating units to provide heat to the tables on chilly evenings.
3. The patio will be accessible via panel doors off of the interior bar area, and will be enclosed by an array of 7.5" diameter concrete-filled bollards, railings, and flower boxes which will deter patrons from exiting and entering the patio from the outside of the restaurant, and will provide a degree of safety from the adjacent parking lot.
4. There are two existing wall sconces currently illuminating the space. No additional lighting is proposed at this time.
5. No audio system will be added to the outdoor seating area.
6. No cooking will take place outside.
7. The proposed hours of operation are consistent with the currently permitted hours for the restaurant: Sun-Wed 11:30AM–10:00PM and Thurs-Sat 11:30AM–11:00PM.
8. The property is located in a Business A Zoning District, which requires a front yard setback of 15 feet, a side yard setback of 10 feet, and a rear yard setback of 20 feet. The proposed outdoor seating will comply with all of these required setbacks.
9. Abutters were notified of the application and hearing date.

**Conditions:**

1. The approval herein includes the addition of twelve (12) seats to the outdoor patio space, which will be enclosed by an array of bollards, railings, and flower boxes.
2. At all times, the total number of seats in active use shall be no greater than 152, as depicted on Sheet A.26: Proposed First Floor Seating Plan, inclusive of indoor and outdoor seating.
3. No lighting, signage, audio, or outdoor cooking has been proposed or approved with this application.
4. The approval herein is for Minor Site Plan Review only. The Applicant shall seek building, electrical, plumbing, and gas permits as needed for the work.
5. Prior to pulling any building, electrical, plumbing, or gas permits, the Applicant shall review the plan with the Building Inspector for compliance with ADA and MAAB requirements.
6. Prior to receiving a Certificate of Occupancy for the patio area, the Applicant shall provide a specification to the Community Development Director for the proposed propane heating units.
7. Prior to receiving a Certificate of Occupancy for the patio area, the Applicant shall consult with the Community Development Director regarding signage and lighting on the site.
8. Prior to receiving a Certificate of Occupancy for the patio area, the Applicant shall amend the restaurant's liquor license with the Board of Selectmen and the State's Alcoholic Beverages Control Commission (ABCC).

**Modifications/Revisions - Plan Changes after Approval by the Approving Authority:**

Contemplated future changes to the plan approved herein shall be presented to the Community Development Director and the Zoning Enforcement Officer/Building Inspector, or other relevant Town staff, for review prior to implementation of proposed changes.

**1. Minor Modification:** Changes that do not substantially alter the concept of the approved Plan in terms of the specific location, the proposed land use, the design of building form and approved

building details and materials, site grading or egress points. These include but are not limited to small changes in site layout, topography, architectural plans, landscaping plan, traffic circulation, parking, lighting, signage, open space or other criteria set forth in Section 4.6.9.1. Requests for approval under a minor modification for future renovations/alterations to the approved site plan or for future tenant changes shall be reviewed by the Community Development Director to determine if the proposed work qualifies for review through the Minor Site Plan Review process of Section 4.6.3 of the Reading Zoning Bylaw. If the work is eligible for review under Minor Site Plan review, the Community Development Director may review and grant approval of the proposed work by administrative approval of the Minor Modification. At the determination of the Community Development Director, the Applicant may be required to present the proposed project at a public meeting of the CPDC.

**2. Major Modification:** Substantial additions, deletions or deviations from the approved plan, including but not limited to changes in site layout, topography, architectural plan, landscaping plans, traffic circulation, parking, lighting plan, signage, open space or other criteria set forth in Section 4.6.9.1 of the Reading Zoning Bylaw. (Note: Approval of the major modification shall be grounds for reconsideration of the Site Plan application. Denial of proposed major modifications shall not invalidate the Site Plan in conformance with the previously approved Plan).

*Signed as to the accuracy of the vote as reflected in the minutes:*

Julie Mercier, Community Development Director — Date: 7/12/16

*Cc: Applicant, Town Clerk, CPDC, Development Review Team, Building Inspector, planning file*



5C4

Print Form

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

2016 JUL 26 AM 11: 13

# RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION MONETARY TRANSMITTAL FORM

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

REVENUE CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA: $200.00

(CHECK MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL)

CHECK NUMBER: 6201

IF USED EPAY, CONFIRMATION NUMBER:

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY): 101600033

LICENSEE NAME: Bistro Concepts, Inc. d/b/a Fusilli's Cucina (formerly Sam's Bistro)

ADDRESS: 107 Main Street

CITY/TOWN: Reading STATE: Ma ZIP CODE: 01867

**TRANSACTION TYPE (Please check all relevant transactions):**

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

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

**ALCOHOLIC BEVERAGES CONTROL COMMISSION**
**P. O. BOX 3396**
**BOSTON, MA 02241-3396**

SCS

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

# PETITION FOR CHANGE OF LICENSE

101600033
ABCC License Number

Reading
City/Town

The licensee Bistro Concepts, Inc. d/b/a Fusilli's Cucina respectfully petitions the Licensing Authorities to approve the following transactions:

- ☐ Change of Manager
- ☐ Pledge of License/Stock
- ☐ Change of Corporate Name/DBA
- ☐ Change of License Type (§12 ONLY, e.g. "club" to "restaurant")
- ☒ Alteration of Premises
- ☐ Cordial & Liqueurs
- ☐ Change of Location

☐ Change of Manager
Last-Approved Manager:
Requested New Manager:

☐ Pledge of License /Stock
Loan Principal Amount: $ Interest Rate:
Payment Term: Lender:

☐ Change of Corporate Name/DBA
Last-Approved Corporate Name/DBA:
Requested New Corporate Name/DBA:

☐ Change of License Type
Last-Approved License Type:
Requested New License Type:

☒ Alteration of Premises: (must fill out financial information form)
Description of Alteration: addition of outdoor seating, twelve seats.

☐ Change of Location: (must fill out financial information form)
Last-Approved Location:
Requested New Location:

Signature of Licensee Michael Palmer Digitally signed by Michael Palmer DN: cn=Michael Palmer, o=Bistro Concepts, Inc., ou=Fusilli's Cucina, email=michael@palmer-pa.com, c=US Date: 2016.07.26 09:41:48 -04'00'
(If a Corporation/LLC, by its authorized representative)

Date Signed 07/26/2016

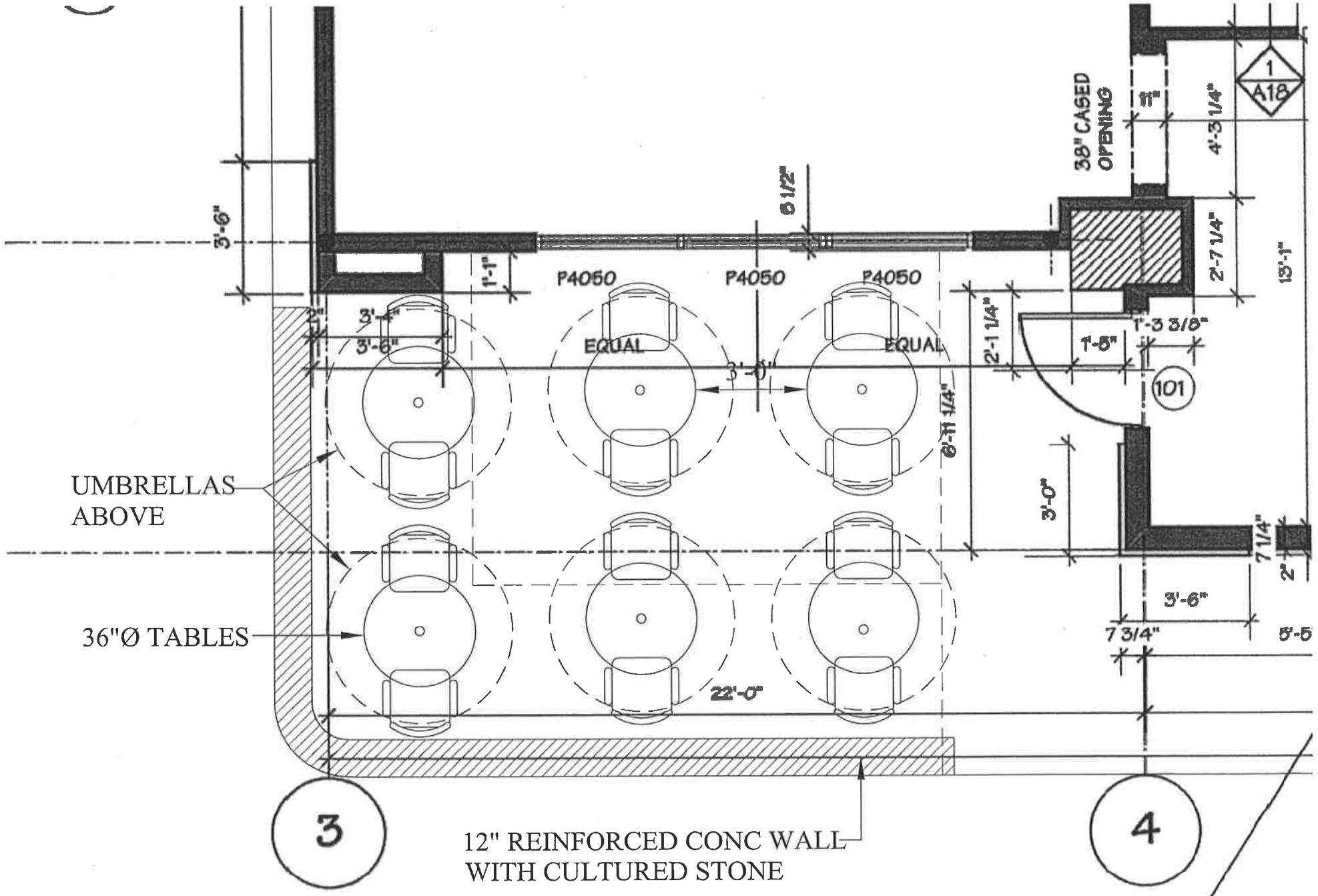
5C6

**Financial Information:**

**Costs Associated with License**

| | |
|---|---|
| 1. Real Property: | $ 0 |
| 2. Business Purchase: | $ 0 |
| 3. Renovations/Construction: | $ 3,000 |
| 4. Start up/Operating Capital: | $ 0 |
| 5. Inventory: | $ 0 |
| 6. Goodwill: | $ 0 |
| 7. Furniture: | $ 1,000 |
| **8. TOTAL COST:** | $ 4,000 |
| **9. TOTAL CASH:** | $ 4,000 |
| **10. TOTAL FINANCED:** | $ 0 |

The amounts in items 9 and 10 must total the amount reflected in item 8. **IMPORTANT:** Submit any and all records, documents and affidavits including loan agreements that explain the sources of money for this transaction.




PRIOR TO ORDERING VESTIBULE

5C8

# COMMERCIAL LEASE

In consideration of the covenants herein contained, 107 Main Street, Reading, LLC, hereinafter called LESSOR, does hereby lease to Bistro Concepts, Inc. hereinafter called LESSEE the following described premises, hereinafter called the leased premises: 107 Main Street, Reading, Massachusetts, TO HAVE AND HOLD the leased premises for a term of five (5) years commencing at noon on October 1, 2009 and ending at noon on September 30, 2014, unless sooner terminated as herein provided. LESSOR and LESSEE now covenant and agree that the following terms and conditions shall govern this lease during the term hereof and for such further time as LESSEE shall hold the leased premises.

1. **RENT.** LESSEE shall pay to LESSOR base rent at the rate of $180,000.00 U.S. dollars per year, drawn of a U.S. bank, payable in advance in monthly installments of $15,000.00 on the first day of each calendar month in advance, the first monthly payment to be made upon LESSEE's execution of this lease, including payment in advance of appropriate fractions of a monthly payment for any portion of a month at the commencement or end of said lease term. All payments shall be made to LESSOR or agent at 419 Chestnut Street, Lynnfield, Massachusetts 01940, or at such other place as LESSOR shall from time to time in writing designate. From execution of this lease until such time as a Certificate of Occupancy is issued to LESSOR by the Town of Reading, LESSEE shall pay to LESSOR base rent in the amount of $10,000.00 per month.

Beginning on October 1, 2014, if the "Cost of Living" has increased as shown by the Consumer Price Index (Boston, Massachusetts, all items, all urban consumers), U.S. Bureau of Labor Statistics, the amount of base rent during each calendar year of this lease and any extension thereof shall be annually adjusted in proportion to any increase in rent during each calendar year of this lease and any extensions thereof shall be annually adjusted in proportion to any increase in the Index. All such adjustments shall take place with the rent due on January 1 of each year during the lease term. The base month from which to determine the amount of each increase in the Index shall be October, 2009 which figure shall be compared with the figure for August, 2014, and each August thereafter to determine the percentage increase (if any) in the base rent to be paid during the following calendar year. In the event that the Consumer Price Index as presently computed is discontinued as a measure of "Cost of Living" changes, any adjustment shall then be made on the basis of a comparable index then in general use.

2. **SECURITY DEPOSIT.** LESSEE shall pay to LESSOR a security deposit in the amount of $15,000.00 U.S. Dollars upon the execution of this lease by LESSEE, which shall be held as security for LESSEE's performance as herein provided and refunded to LESSEE without interest at the end of this lease, subject to LESSEE's satisfactory compliance with the conditions hereof. LESSEE may not apply the security deposit to payment of the last month's rent. In the event of any default or breach of this lease by LESSEE, LESSOR may immediately apply the security deposit first to any unamortized improvements completed for lease by LESSEE's occupancy, then to offset any outstanding invoice or other payment due to LESSOR, with the balance applied to outstanding rent. If all or any portion of the security deposit is applied to cure a default or breach during the term of the lease, LESSEE shall be responsible for restoring said deposit forthwith, and failure to do so shall be considered a substantial default under the lease. LESSEE's failure to remit the full security deposit or any portion thereof when due shall also constitute a substantial lease default. Until such time as LESSEE pays the security deposit and first month's rent, LESSOR may declare this lease null and void for failure of consideration.

3. **USE OF PREMISES.** LESSEE shall use the leased premises only for the purpose of a restaurant.

4. **ADDITIONAL RENT.** LESSEE shall pay to LESSOR as additional rent its pro rata share of real estate taxes (including, but not limited to, special assessments and betterments levied against the property) assessed against the property of which the leases premises are a part. LESSEE shall make such payment within thirty (30) days of written notice from LESSOR that such taxes are due and payable, and any additional rent shall be prorated should the lease terminate before the end of any tax year. For purposes of calculating LESSEE's pro rata share of taxes, the LESSOR will calculate any payments due from LESSEE based upon the Premises as fifty (50%) percent of the building in which the leased premises are located.

5. **UTILITIES.** LESOR shall provide equipment per LESSOR's building standard specifications to heat the leased premises in season and to cool the leased premises between May 1 and November 1. LESSEE shall pay all charges for utilities used on the leased premises including electricity, gas, oil, water, and sewer. LESSEE shall pay the utility provider or LESSOR, as applicable, for all such utility charges as determined by separate meters serving the leased premises and/or as a

proportionate share of the utility charges for the building if not separately metered. LESSEE shall also pay LESSOR a proportionate share of any other fees and charges relating in any way to utility use at the building. No plumbing, construction or electrical work of any type shall be done without LESSOR's prior written approval and LESSEE obtaining the appropriate municipal permit(s).

6. **COMPLIANCE WITH LAWS.** LESSEE acknowledges that no trade, occupation, activity or work shall be conducted in the leased premises or use made thereof which may be unlawful, improper, noisy, offensive or contrary to any applicable statute, regulation, ordinance or bylaw. LESSEE shall keep all employees working in the leased premises covered by Worker's Compensation Insurance and shall obtain any licenses and permits necessary for LESSEE's occupancy. LESSEE shall be responsible for causing the leased premises and any alterations by LESSEE which are allowed hereunder to be in full compliance with any applicable statutes, regulations, ordinances, or bylaws.

7. **FIRE, CASUALTY, EMINENT DOMAIN.** Should a substantial portion of the leased premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, LESSOR may elect to terminate this lease. when such fire, casualty, or taking renders the leased premises substantially unsuitable for their intended use, a just and proportion abatement of rent shall be made, and LESSEE may elect to terminate this lease if : (a) LESSOR fails to give written notice within thirty (30) days of intention to restore the leased premises, or (b) LESSOR fails to restore the leased premises to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty, or taking. LESSOR reserves all rights for damages or injury to the leased premises for any taking by eminent domain, except for damage to LESSEE's property to equipment.

8. **FIRE INSURANCE.** LESSEE shall not permit any use of the leased premises which will adversely affect or make voidable any insurance on the property of which the leased premises are a part, or on the contents of said property, or which shall be contrary to any law or regulation from time to time established by the Insurance Services Office (or successor), local Fire Department, LESSOR's insurer, or any similar body. LESSEE shall on demand reimburse LESSOR and all other tenants all extra insurance premiums caused by LESSEE's use of the leased premises. LESSEE shall not vacate the leased premises or permit same to be unoccupied other than during LESSEE's customary non-business days or hours.

9. **MAINTENANCE OF PREMISES.** LESSOR will be responsible for all structural maintenance of the leased premises but specifically excluding damage caused by the careless, malicious, willful, or negligent acts of LESSEE or others, chemical, water or corrosion damage from any source, and maintenance of any non "building standard" leasehold improvements. LESSEE agrees to maintain at its expense all other aspects of the leased premises in the same condition as they are at the commencement of the term or as they may be put in during the term of this lease, normal wear and tear and damage by fire or other casualty only excepted, and whenever necessary, including, but not limited to, the heating, ventilating, and air conditioning systems, and to replace light bulbs, ballasts, plate glass and other glass therein, acknowledging that the leased premises are now in good order and the lights bulbs and glass whole. LESSEE will properly control or vent all solvents, degreasers, smoke, odors, etc., and shall not cause the area surrounding the leased premises to be in anything other than a neat and clean condition, depositing all waste in appropriate receptacles. LESSEE shall be solely responsible for any damage to plumbing equipment, sanitary lines, or any other portion of the building which results from the discharge or use of any acid or corrosive substance by LESSEE. LESSEE shall not permit the leased premises to be overloaded, damaged, stripped or defaced nor suffer any waste, and will not keep animals within the leased premises. LESSEE will protect any carpet. LESSEE shall maintain sufficient heat to prevent freezing of pipes or other damage. Any increase in air conditioning equipment or electrical capacity or any installation or maintenance of equipment which is necessitated by some specific aspect of LESSEE's use of the leased premises shall be LESSEE's sole responsibility at LESSEE's expense and subject to LESSOR's prior written consent. If any maintenance is or shall be provided by LESSOR, said maintenance shall be during LESSOR's normal business hours. LESSEE shall maintain the dumpster serving the premises, and shall allow the residential tenants to use the dumpster at no additional charge by said tenants or LESSOR.

10. **ALTERATIONS.** LESSEE shall not make structural alterations or additions of any kind to the leased premises, but may make nonstructural alterations provided LESSOR consents thereto in writing. All such allowed alterations shall be at LESSEE's expense and shall conform with LESSOR's construction specifications. If LESSOR or LESSOR's agent provides any services or maintenance for LESSEE in connection with such alterations or otherwise under this lease, any just invoice will be promptly paid. LESSEE shall not permit any mechanics' liens, or similar liens, to remain upon the leased premises in connection with work of any character performed or claimed to have been performed at the direction of LESSEE and shall cause any such lien to be released or removed forthwith without cost to LESSOR. Any alterations or additions shall become part of the leased premises and the property of LESSOR. Any alterations completed by LESSOR or LESSEE shall be LESSOR's "building standard" unless noted otherwise.

11. **ASSIGNMENT OR SUBLEASING.** LESSEE shall not assign this lease or sublet or allow any other firm or individual to occupy the whole or any part of the leased premises without LESSOR's prior written consent. Notwithstanding such assignment or subleasing, LESSEE and guarantors shall remain liable to LESSOR for the payment of all rent and for the full performance of the covenants and conditions of this lease. LESSEE shall pay LESSOR promptly for legal and administrative expenses incurred by LESSOR in connection with any consent requested hereunder by LESSEE.

12. **SUBORDINATION.** This lease shall be subject and subordinate to any and all mortgages and other instruments in the nature of a mortgage, now or at any time hereafter, and LESSEE shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages or other such instruments in the nature of a mortgage.

13. **LESSOR'S ACCESS.** LESSOR or agents of LESSOR may at any reasonable time enter to view the leased premises, to make repairs and alterations as LESSOR should elect to do for the leased premises, the common areas or any other portions of the building, to make repairs which LESSEE is required but has failed to do, to show the leased premises to others, and to gain access to the basement for the above purposes, or to permit representatives of utility companies access to the basement on behalf of the residential tenants in the building.

14. **SNOW REMOVAL.** The plowing of snow from all unobstructed parking areas, shall be the responsibility of LESSOR. The removal of snow and ice on all walkways, steps and loading areas serving the leased premises and all other areas not readily accessible to plows, is the responsibility of the LESSEE. Notwithstanding the foregoing, however, LESSEE shall hold LESSOR harmless from any and all claims by LESSEE's agents, representatives, employees, callers, customers, or invitees for damage or personal injury resulting in any way from snow or ice on any area serving the leased premises.

15. **ACCESS AND PARKING.** LESSEE shall have the right, without additional charge, to use parking facilities provided for the leased premises in common with others entitled to the use thereof. Said parking areas plus any stairs, corridors, walkways, elevators or other common areas (hereinafter collectively called the common areas) shall in all cases be considered a part of the leased premises when they are used by LESSEE or LESSEE's employees, agents, callers or invitees. LESSEE will not obstruct in any manner any portion of the building or the walkways or approaches to the building, and will conform to all rules and regulations now or hereafter made by LESSOR, for parking, and for the care, use, or alteration of the building, its facilities and approaches. LESSEE further warrants that LESSEE will not permit any employee or visitor to violate this or any other covenant or obligation of LESSEE. No unattended parking will be permitted during the overnight hours as defined by the LESSOR. Unregistered or disabled vehicles, or storage trailers of any type, may not be parked at any time. LESSOR may tow, at LESSEE's sole risk and expense, any misparked vehicle belonging to LESSEE or LESSEE's agents, employees, invitees or callers, at any time. LESSOR shall not be responsible for providing any security services for the leased premises.

16. **LIABILITY.** LESSEE shall be solely responsible as between LESSOR and LESSEE for deaths or personal injuries to all persons whomsoever occurring in or on the leased premises (including any common areas that are considered part of the leased premises hereunder) from whatever cause arising, and damage to property to whomsoever belonging arising out of the use, control, condition or occupation of the leased premises by LESSEE; and LESSEE agrees to indemnify and save harmless LESSOR and OWNER from any and all liability, including but not limited to costs, expenses, damages, causes of action, claims, judgments and attorney's fees caused by or in any way growing out of any matters aforesaid, except for death personal injuries or property damage directly resulting from the sole negligence of LESSOR.

17. **INSURANCE.** LESSEE will secure and carry at his/her own expense a commercial general liability policy insuring LESSEE, LESSOR and OWNER against any claims based on bodily injury (including death) or property damage arising out of the condition of the leased premises (including any common areas that are considered part of the leased premises hereunder) or their use by LESSEE, such policy to insure LESSEE, LESSOR and OWNER against any claim up to Two Million ($2,000,000) Dollars in the case of any one accident involving bodily injury (including death), and up to One Million ($1,000,000) Dollars against any claim for damage to property. LESSOR and OWNER shall be included in each such policy as additional insured using ISO Form CG 20, 26, 11, 85 or some other form approved by LESSOR. LESSEE will file with LESSOR prior to occupancy certificates and any applicable riders or endorsements showing that such insurance is in force, and thereafter will file renewal certificates prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be canceled without at least ten (10) days prior written notice to each insured. In the event LESSEE shall fail to provide or maintain such insurance at any time during the term of this lease, then LESSOR may elect to contract for such insurance at LESSEE's expense.

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18. **SIGNS.** LESSEE shall obtain the prior written consent of LESSOR before erecting any new or additional signs on the leased premises, which consent shall include approval as to size, wording, design and location. LESSOR may remove and dispose of any sign not approved, erected or displayed in conformance with this lease.

19. **BROKERAGE.** LESSEE warrants and represents to LESSOR that LESSEE has dealt with no broker or third person with respect to this lease, and LESSEE agrees to indemnify LESSOR against any brokerage claims arising by virtue of this lease. LESSOR warrants and represents to LESSEE that LESSOR has employed no exclusive broker or agent in connection with the letting of the leased premises.

20. **DEFAULT AND ACCELERATION OF RENT.** In the event that (a) any assignment for the benefit of creditors, trust mortgage, receivership or other insolvency proceeding shall be made or instituted with respect to LESSEE or LESSEE's property; (b) LESSEE shall default in the observance or performance of any of LESSEE's covenants, agreements, or obligations hereunder, other than substantial monetary payments as provided below, and such default shall not be corrected within ten (10) days after written notice thereof; (c) LESSEE vacates the leased premises, then LESSOR shall have the right thereafter, while such fault continues and without demand or further notice, to re-enter and take possession of the leased premises, to declare the term of this lease ended, and to remove LESSEE's effects, without being guilty of any manner of trespass, and without prejudice to any remedies which might be otherwise used for arrears of rent or other default or breach of the lease. If LESSEE shall default in the payment of the security deposit, rent, taxes, substantial invoice from LESSOR or LESSOR's agent for goods and/or services or other sum herein specified, and such default shall continue for ten (10) days after written notice thereof, and, because both parties agree that non-payment of said sums when due is a substantial breach of the lease, and, because the payment of rent in monthly installments is for the sole benefit and convenience of LESSEE, then in addition to the foregoing remedies the entire balance of rent which is due hereunder shall become immediately due and payable as liquidated damages. LESSOR, without being under any obligation to do so and without thereby waiving any default, may remedy same for the account and at the expense of LESSEE. If LESSOR pays or incurs any obligations for the payment of money in connection therewith, such sums paid or obligations incurred plus interest and costs, shall be paid to LESSOR by LESSEE as additional rent. Any sums received by LESSOR from or on behalf of LESSEE at any time shall be applied first to any unamortized improvements completed for LESSEE's occupancy, then to offset any outstanding invoice or other payment due to LESSOR, with the balance applied to outstanding rent. LESSEE agrees to pay reasonable attorney's fees and/or administrative costs incurred by LESSOR in enforcing any and all obligations of LESSEE under this lease at any time. LESSEE shall pay LESSOR interest at the rate of eighteen (18) percent per annum on any payment from LESSEE to LESSOR which is past due.

21. **NOTICE.** Any notice from LESSOR to LESSEE relating to the leased premises or to the occupancy thereof shall be deemed duly served when left at the leased premises addressed to LESSEE, or served by constable, or sent to the leased premises by certified mail, return receipt requested, postage prepaid, addressed to LESSEE. Any notice from LESSEE to LESSOR relating to the leased premises or to the occupancy thereof shall be deemed duly served when served by constable, or delivered to LESSOR by certified mail, return receipt requested, postage prepaid, addressed to LESSOR at Winchester, Massachusetts 01890 or at LESSOR's last designated address. No oral notice or representation shall have any force or effect. Time is of the essence in the service of any notice.

22. **OCCUPANCY.** In the event that LESSEE takes possession of said leased premises prior to the start of the lease term, LESSEE will perform and observe all of LESSEE' s covenants from the date upon which LESSEE takes possession except the obligation for the payment of extra rent for any period of less than one month. LESSEE shall not remove LESSEE's goods or property from the leased premises other than in the ordinary and usual course of business, without having first paid and satisfied LESSOR for all rent which may become due during the entire term of this lease. In the event that LESSEE continues to occupy or control all or any part of the leased premises after the agreed termination of this lease without the written permission of LESSOR, then LESSEE shall be liable to LESSOR for any and all loss, damages or expenses incurred by LESSOR, and all other terms of this lease shall continue to apply except that rent shall be due in full monthly installments at the rate of one hundred fifty (150) percent of that which would otherwise be due under this lease; it being understood between the parties that such extended occupancy is as a tenant at sufferance and is solely for the benefit and convenience of LESSEE and as such has greater rental value. LESSEE's control or occupancy of all or any part of the leased premises beyond noon on the last day of any monthly rental period shall constitute LESSEE's occupancy for an entire additional month, and increased rent as provided in this section shall be due and payable immediately in advance. LESSOR's acceptance of any payments from LESSEE during such extended occupancy shall not alter LESSEE's status as a tenant at sufferance.

23. **FIRE PREVENTION.** LESSEE agrees to use every reasonable precaution against fire and agrees to provide and maintain approved, labeled fire extinguishers, emergency lighting equipment, and exit signs and complete any

other modifications within the leased premises as required or recommended by the Insurance Services Office (or successor organization), OSHA, the local Fire Department, or any similar body.

24. **OUTSIDE AREA.** Any goods, equipment, or things of any type or description held or stored in any common area without LESSOR's prior written consent shall be deemed abandoned and may be removed by LESSOR at LESSEE's expense, without notice.

25. **ENVIRONMENT.** LESSEE will so conduct and operate the leased premises as not to interfere in any way with the use and enjoyment of other portions of the same or neighboring buildings by others by reason of odors, smoke, exhaust, smells, noise, pets, accumulation of garbage or trash, vermin or other pests, or otherwise, and will at its expense employ a professional pest control service, if necessary. LESSEE agrees to maintain efficient and effective devices for preventing damage to heating equipment from solvents, degreasers, cutting oils, propellants, etc. which may be present at the leased premises. No hazardous materials or wastes shall be stored, disposed of, or allowed to remain at the leased premises at any time, and LESSEE shall be solely responsible for any and all corrosion or other damage associated with the use, storage and/or disposal of same by LESSEE. LESSEE shall be solely responsible for the lawful disposal of all medical wastes in accordance with all applicable federal, state and local statutes, regulations, ordinances or by-laws.

26. **RESPONSIBILITY.** Neither LESSOR nor OWNER shall be held liable to anyone for loss or damage caused in any way by the use, leakage, seepage or escape of water from any source, or for the cessation of any service rendered customarily to said premises or buildings, or agreed to by the terms of this lease, due to any accident, the making of repairs, alterations or improvements, labor difficulties, weather conditions, mechanical breakdowns, trouble or scarcity in obtaining fuel, electricity, service or supplies from the sources from which they are usually obtained for said building, or any cause beyond LESSOR's immediate control.

27. **SURRENDER.** LESSEE shall at the termination of this lease remove all of LESSEE's goods and effects from the leased premises. LESSEE shall deliver to LESSOR the leased premises and all keys and locks thereto, all fixtures and equipment connected therewith, and all alterations, additions and improvements made to or upon the leased premises, whether completed by LESSEE, LESSOR or others, including but not limited to any offices, partitions, window blinds, floor coverings, plumbing and plumbing fixtures, air-conditioning equipment and ductwork of any type, exhaust fans or heaters, water coolers, burglar alarms, telephone wiring, telephone equipment, air or gas distribution piping, compressors, overhead cranes, hoists, trolleys or conveyors, counters, shelving or signs attached to walls or floors, all electrical work, including but not limited to lighting fixtures or any type, wiring, conduit, EMT, transformers, distribution panels, bus ducts, raceways, outlets and disconnects, and furnishings or equipment which have been bolted, welded, nailed, screwed, glued or otherwise attached to any wall, floor, ceiling, roof, pavement or ground, or which have been directly wired to any portion of the electrical system or which have been plumbed to the water supply, drainage or venting systems, serving the leased premises. LESSEE shall deliver the leased premises sanitized from any chemicals or other contaminants, and broom clean and in the same condition as they were at the commencement of this lease or any prior lease between the parties for the leased premises, or as they were modified during said term with LESSOR's written consent, reasonable wear and tear and damage by fire or other casualty only excepted. In the event of LESSEE's failure to remove any of LESSEE's property from the leased premises upon termination of the lease, LESSOR is hereby authorized, without liability to LESSEE for loss or damage thereto, and at the sole risk of LESSEE, to remove and store any such property at LESSEE's expense, or to retain same under LESSOR's control, or to sell at public or private sale (without notice), any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such abandoned property. In no case shall the leased premises be deemed surrendered to LESSOR until the termination date provided herein or such other date as may be specified in a written agreement between the parties, notwithstanding the delivery of any keys to LESSOR.

28. **GENERAL.** (a) The invalidity or unenforceability of any provision of this lease shall not affect, or render invalid, or unenforceable, any other provision hereof. (b) The obligations of this lease shall run with the land, and this lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that LESSOR shall be liable only for obligations occurring while LESSOR, OWNER or MASTER LESSEE of the premises. (c) Any action or proceeding arising out of the subject matter of this lease shall be brought by LESSEE within one year after the cause of action has occurred and only in a Court of the Commonwealth of Massachusetts. (d) If LESSOR is acting under or as agent for any trust or corporation, the obligations of LESSOR shall be binding upon the trust or corporation, but not upon any trustee, officer, director, shareholder, or beneficiary of the trust or corporation individually. (e) This lease is made and delivered in the Commonwealth of Massachusetts, and shall be interpreted, construed, and enforced in accordance with the laws thereof. (f) This lease was the result of negotiations between parties of equal bargaining strength, and when executed by both parties shall constitute the entire agreement between the parties, superseding all prior oral and written agreements,

representations, statements and negotiations relating in any way to the subject matter herein. This lease may not be extended or amended except by written agreement signed by both parties or as otherwise provided herein, and no other subsequent oral or written representation shall have any effect hereon. (g) Notwithstanding any other statements herein, LESSOR makes no warranty, expressed or implied, concerning the suitability of the leased premises for LESSEE's intended use. (h) LESSEE agrees that if LESSOR does not deliver possession of the leased premises as herein provided for any reason, LESSOR shall not be liable for any damages to LESSEE for such failure, but LESSOR agrees to use reasonable efforts to deliver possession to LESSEE at the earliest possible date. A proportionate abatement of rent, excluding the cost of any amortized improvements to the leased premises, for such time as LESSEE may be deprived of possession of the leased premises, except where a delay in delivery is caused in anyway by LESSEE, shall be LESSEE's sole remedy. (i) Neither the submission of this lease form, nor the prospective acceptance of the security deposit and/or rent shall constitute a reservation of or option for the leased premises, or an offer to lease, it being expressly understood and agreed that this lease shall not bind either party in any manner whatsoever, until it has been executed by both parties. (j) LESSEE shall not be entitled to exercise any option contained herein, if LESSEE is at that time in default of any terms or conditions hereof. (k) Except as otherwise provided herein, LESSOR, OWNER and LESSEE shall not be liable for any special, incidental, indirect or consequential damages, including but not limited to lost profits or loss of business, arising out of or in any manner connected with performance or nonperformance under this lease, even if any party has knowledge of the possibility of such damages. (l) The headings in this lease are for convenience only and shall not be considered part of the terms hereof. (m) No endorsement by LESSEE on any check shall bind LESSOR in any way. (n) LESSOR and LESSEE hereby waive any and all rights to a jury trial in any proceeding in any way arising out of this lease.

29. **SECURITY AGREEMENT.** LESSEE hereby grants LESSOR a continuing security interest in all existing or hereafter acquired property of LESSEE which is in the leased premises to secure the payment of rent, the cost of leasehold improvements, and the performance of any other obligations of LESSEE under this lease. Default in the payment or performance of any of LESSEE's obligations hereunder is a default under this security agreement, and shall entitle LESSOR to immediately exercise all of the rights and remedies of a secured party under the Uniform Commercial Code. LESSEE also agrees to execute a UCC-1 Financing Statement and any other financing agreement required by LESSOR in connection with this security interest.

30. **WAIVERS, ETC.** No consent or waiver, express or implied, by LESSOR, to or of any breach of any covenant, condition or duty of LESSEE shall be construed as a consent or waiver to or of any other breach of the same or any other covenant, condition or duty. If LESSEE is several persons, several corporations or a partnership, LESSEE's obligations are joint or partnership and also several. Unless repugnant to the contest "LESSOR" and "LESSEE" mean the person or persons, natural or corporate, names above as LESSOR and as LESSEE respectively, and their respective heirs, executors, administrators, successors and assigns.

31. **OPTION TO EXTEND.** This lease, including all terms, conditions, escalations, etc., shall be extended for additional successive periods of one (1) year each, for a period of fifteen (15) years from the expiration of the original lease, upon the tender of written notice from LESSEE to LESSOR indicating LESSEE's intent to exercise its option to extend. The time for serving such written notice shall be not more than twelve (12) months or less than six (6) months prior to the expiration of the then current lease period. Failure to exercise any one (1) option shall void any remaining options hereunder. Time is of the essence.

**IN WITNESS WHEREOF, LESSOR** and **LESSEE** have hereunto set their hands and common seals and intend to be legally bound hereby this 18 day of September, 2009

**LESSOR:**

**107 Main Street, Reading, LLC**

By: _____
Michael A. Palmer, Manager

**LESSEE:**

**Bistro Concepts, Inc.**

By: _____
Michael A. Palmer, Pres. & Treas.

SC14

UNANIMOUS CONSENT OF BOARD OF DIRECTORS
IN LIEU OF SPECIAL MEETING
Bistro Concepts, Inc.

Unanimous consent of the Directors in Lieu of a Special Meeting of the Board of Directors, dated July 19, 2016:

The undersigned, being all of the Directors of Bistro Concepts, Inc., a Massachusetts corporation, agree that the following corporate action be taken:

That the President be authorized to execute and submit an application (including any and all additional documentation) to the Town of Reading and the ABCC in order to create outdoor seating at Fusilli's Cucina (formerly Sam's Bistro).

All with like effect and validity as though the foregoing corporate action was duly taken by the unanimous action of all directors at a meeting of said directors duly called and legally held.

Signed and sealed this 19th day of July 2016.

M. Pal

Michael A. Palmer, Director

Amy Palmer

Amy Palmer, Director

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**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:** August 10, 2016
**RE:** Financial Overview *REVISED - TOWN ADDS*

This memo will review the approach, assumptions and conclusions of financial modelling conducted about our current financial condition, in preparation for a discussion about an Override.

The first question to answer was if the Town and Schools were satisfied with the current budget model that has been in place for about ten years. A set of Accommodated Costs are subtracted from Revenues, and the remainder are divided up in a pro-rata share between the town and schools. Due to the shift of the Facilities department last year, that ratio is now approximately 64% Schools and 36% Town. After a discussion between senior management and elected officials, both the Town and School agreed the budget model has worked well, and has enough built-in flexibility to handle unforeseen circumstances.

The first assumption that was discussed by Superintendent John Doherty, Town Accountant Sharon Angstrom and the Town Manager was what is the right Target for an annual operating budget increase for the town and schools? We know since the last Override that figure has been about 3.25%, but we also know in recent years that increases of 3.6% have required staffing reductions. We settled on 3.5% as a reasonable long-term target. Prudent annual financial management should allow the town and schools to add new services occasionally within that framework, and minimize reductions.

Note that an assumption of how long an Override would need to last is a decision made later in this process.

The next set of assumptions involved our expected Revenues and Accommodated Costs. All estimates were done line-by-line by the Town Accountant and Town Manager in a bottom-up fashion, though only the summary results are described below.

Revenues:
Property taxes ($61 million) are straightforward at +2.5% annually plus New Growth. The latter is conservatively estimated at $500,000/year from FY18 through FY21, below the recent $830,000 three-year average. This figure is then increased to $1,000,000/year gradually by FY24 given work being done in the commercial development sector.

Local Revenues ($6.6 million) were estimated at about +2.5% annually.

State Aid ($14 million) was estimated to grow at 3% annually. This will be a future discussion with FINCOM, who previously has allowed a 2.5% estimated growth and then supplemented any shortfall with Free Cash. The higher 3% figure is plausible because future budgets will plan to use no or low amounts of Free Cash to balance.

Operating Transfers and Available funds are projected to increase at less than 2% annually, driven by the RMLD dividend calculation that is CPI-based. All measures of inflation are significantly lower than when that arrangement was decided many years ago.

In general, **Revenues are projected to increase by between 3.2% and 3.5%** using this approach for the foreseeable future.

Accommodated Costs:

Health Insurance as a driver of Benefits was the first hurdle. National models of +8% annually declining over time to +5% annually are typically used in the actuarial community. The predicted reduction is generally stated as 'because the nation cannot afford to continue these increases and needs to figure out something'. While we have historically managed our rate of growth reasonably well below national averages, we believed it was important to use +8% annually throughout in this model. If someone figures out something – so much the better! Combined with other benefit costs this area is forecast to climb at about 6.7% annually. Note that the Town Accountant and Town Manager strongly believe that future costs should include a stepped-up pension contribution of about $350,000/year in order to fully fund this obligation faster, allowing for an earlier shift of funding towards OPEB. That pension increase is within that +6.7% annual forecast above.

For now, continuing the FINCOM Policy of 5% towards capital and debt is continued by this model – more on this topic later. Energy costs were forecast at 5% annually, in line with national forecasts. Out of District Special Education costs are also forecast at +5% annually, in line with recent trends. Other accommodated costs were forecast at below +3% annually.

In general, **Accommodated Costs are forecast to increase at about 5.5% annually**, after a first year increase closer to 7% to allow for that increase in Pension contributions.

**Funding Gap**

As you can readily see, the squeeze will be on the Operating Budgets for the foreseeable future as Revenue growth is not expected to keep pace with Accommodated Costs. The Funding Gap is about 2.2% annually, on a baseline set of costs currently at $30 million. This translates to an annual $660,000 budget shortfall – and the effect is cumulative.

**Table 1. Accommodated Costs Gap**

| | Annual Gap | | Annual Gap |
|---|---|---|---|
| FY18 | $ 660,000 | FY22 | $ 3,300,000 |
| FY19 | $ 1,320,000 | FY23 | $ 3,960,000 |
| FY20 | $ 1,980,000 | FY24 | $ 4,620,000 |
| FY21 | $ 2,640,000 | FY25 | $ 5,280,000 |

By contrast, the Funding Gap is much smaller on the $57 million Operating Budgets growing at +3.5% annually. These differences should easily be made up by conservative assumptions, such as estimated New Growth revenues:

**Table 2. Operating Budgets Gap**

| | Annual Gap | | Annual Gap |
|---|---|---|---|
| FY18 | $ 85,000 | FY22 | $ 425,000 |
| FY19 | $ 170,000 | FY23 | $ 510,000 |
| FY20 | $ 255,000 | FY24 | $ 595,000 |
| FY21 | $ 340,000 | FY25 | $ 680,000 |

These Funding Gaps cause a fundamental structural deficit in the budget, which in recent years has caused an increasing amount of Free Cash to be used in order to balance and not significantly reduce services. Every year that structural deficit is expected to grow – although the town has worked hard on many of the Accommodated Costs during the past several years to keep the Gap smaller. For FY18, given the assumptions above, a structural deficit of $3 million exists ($1.925 million Schools and $1.075 million Town), in order to fund +3.5% Operating budgets. Broadly, this figure consists of the recent $2 million use of Free Cash plus another year of Funding Gap that is worse than in recent years.

**Baseline Override**

At this point we can begin to discuss the 'for how long?' part of an Override. Each year because of that Funding Gap will add to the $3 million baseline figure. Models looked at the period until FY25 and until FY30 as two objectives. The shorter 8-year period coincides with when the RMHS and Library excluded debt is fully repaid, theoretically opening up some space in the taxpayer's pockets to consider another Override. The longer 13-year period is where we are now. Anything shorter or longer seemed unrealistic.

Here are the somewhat astonishing results, hinted at by Table 1. above:

**Table 3. Projected Structural Deficit ($ millions)**

| | Now | FY25 | FY30 |
|---|---|---|---|
| Strucural Deficit | $ 3.0 | $ 6.0 | $ 13.0 |

It is this type of analysis that causes actuaries to shrug and say that 'somebody will need to do something'! We revisited the model several times, loosening up a bit on the conservatism – for example the +3% assumption in State Aid. Finally enough was enough, and we chose to focus on the shorter 8-year period and stand behind all financial assumptions, understanding that they still lean a bit to the conservative side. Therefore **a $6 million Override is needed to sustain +3.5% Operating budgets through FY25.**

The financial model therefore tells us to request $6 million in the first year and use $3 million to fill the current gap, and to save $3 million for the future. That situation seems unrealistic and almost unbelievable to any rational person not deep into the town's budget situation. That approach would also create a $4 million structural deficit in FY25 for the next Override to leap over.

So the next step was to find a set of costs that could act to mitigate that funding gap – something that could be lowered each year. The best solution I found was to change our policy on spending 5% annually on capital plus debt. Instead, we spend more than 5% in early years, and less than 5% in the later years. At the end of this 8-year period we are left with a smaller structural deficit, although we are also left with a lower than 5% level of capital spending. I'm not concerned with the latter – we've done such a good job on capital that our equipment and infrastructure is in good enough shape to permanently cut below 5% - as long as bigger projects are considered outside the tax levy. Plus we always have the ability to use Free Cash in November to supplement planned annual capital spending.

**RMHS construction litigation**

We do not know either the final amount or even the final timing of when we will know the final amount. In my view, we must plan to take care of this issue within our normal budget process and model shown above, which means we need some creativity and we need to build in some flexibility.

The Town Accountant and I agree that some amount of Free Cash should be used as part of any settlement, and the rest needs to be paid by the overall annual budget over as short a period of time as is possible in to minimize borrowing costs.

This approach to increased capital spending in early years fits perfectly with this legal liability. If we do not have figures in time for the FY18 budget in April 2017, we could direct funds to a capital stabilization fund set aside for this purpose.

Thus a baseline $6 million Override could look this way in FY18:

$3.0 million structural deficit
$2.0 million additional capital (or a capital stabilization fund)
$0.7 million to the general stabilization fund (to help fund budgets in year 8)
$0.3 million in additional Pension funding

Each year thereafter will see an increase in the portion of additional funds devoted to the structural deficit, and reductions to both the additional capital and contributions to a stabilization fund.

**Override – Additions above a baseline amount**

The Town faces some of the same issues as the School department in terms of attracting and retaining staff. Town staff is expected to perform at top quartile levels and yet are still short of paying them an average wage relative to our Peer Communities. This balance requires a lot of effort during the hiring process to find good organizational fit, and as time goes on and a newer more mobile generation enters our workplace, this challenge increases.

Once upon a time, more Town employees were involved in the community because they were also residents. Using 1990 as a baseline, in 2010 Reading average family income had grown by a factor of 1.88; home values by a factor of 2.19; but town and school employee wages only by a factor of 1.56. The community is fortunate to have employees that are so dedicated. Like the schools, we also must do a better job supporting our staff because of rapid mandates from the state and federal government and the evolution of technology.

Some issues we face are different than our school colleagues however. We interact with many of their students through our Recreation programs, with their parents in many, many roles, and increasingly with their grandparents. Our Community Services group has evolved to a multi-generational approach which is working quite well, though still in the early stages. This approach involves a lot of staff and volunteer board coordination, in what historically have been silos of interest. For example a joint meeting between the Council on Aging and the Recreation Committee would never have been imagined a few years ago.

The cost of $ 1 million in additions to the FY18 budget is found by solving for $1 million x $(1.035)^{8}$ or $1.3 million. However, given the generally conservative nature of the financial model, and the almost unbounded creativity of budget participants, I would be comfortable in projecting that every additional Override dollar spent in FY18 simply be added to the $6 million baseline Override.

For FY18 budget additions, we would want to approach it two ways – add permanent costs that we would expect to keep in the future, and add one-time costs in FY18 that would give us flexibility in FY19 and beyond to do something different. That is a hallmark of the town's budgeting style, and why we are able to adapt to budget cuts more easily than if we did not have this approach.

We have established five prioritized sets of budget additions (A through E) to the town budget, to correlate with the following Override amounts. Note the largest Override (in $millions) shown correlates to the School Committee's indicated need for additional funds. The Town's requests for permanent staff additions are shown in full-time equivalents:

A: a $1 million additional Override to the baseline amount, with the following Town additions:
$200,000 funding for both union and non-union employee attraction & retention
$ 85,000 School Resource Officer (1 FTE)
$ 75,000 Firefighter/Paramedic (1 FTE)

B: another $0.5mil of Override, above Town additions plus
$70,000* technology hardware & software (one-time, for one year)
$60,000 Library staffing (1 FTE)
$25,000 Finance dept staffing for Town Accountant (0.5 FTEs)
$25,000* Support for Volunteer Boards and Committees (vary each year)

C: another $0.5mil of Override, above Town additions plus
$75,000 Police Officer #2 (1 FTE)
$75,000 Firefighter/Paramedic #2 (1 FTE)
$25,000* Human Resources training (one time, one or two years)

D: another $0.5mil of Override, above Town additions plus
$50,000* Support for Volunteer Boards and Committees (vary each year)
$40,000 Library Hours
$40,000 DPW Highway Laborer (1 FTE)
$20,000 Public Safety
$15,000 Facilities OT
$10,000 Spare Crossing Guard (0.1 FTE)

E: another $0.5mil of Override, above Town additions plus
$75,000 Police Officer #3 (1 FTE)
$75,000 Firefighter/Paramedic #3 (1 FTE)
$40,000 clerical support for Administrative & Finance Services (1 FTE)

Following the Town's flexible approach, after the first year the $70,000 spent on one-time technology (mostly Microsoft license upgrades) could be redirected to hire a technology employee – or to any other Town department with a greater 'need'. Note the Support for Volunteer Boards could start as a one-time cost, such as a Master Plan, and similarly evolve to additional hours or FTEs. It is clear at present that we do not have the staffing resources to support our large amount of appointed Boards and Committees.

Recall the statement that 'Prudent annual financial management should allow the town and schools to add new services occasionally within that framework, and minimize reductions'. While this 'A through E

list' are all valuable additions to the Town budget, it is good to leave incentive behind for both current and future financial staff on the town and schools to creatively attack the structural deficit issue continuously and earn some of these budget additions. The Town side certainly does not expect to receive full funding to this list, and will provide the best level of services to the community under any future scenario.

I do have two concerns that are not addressed by this list. First is the growing global problem of Public Safety, to which Reading is not immune. A great deal of Public Safety work involves planning and preparation for events that none of us ever hopes to see. We are carefully monitoring this area, but forecasting is growing increasingly difficult to do. Second is what the role of town government should be in a variety of areas, ranging from small business support to human/elder services. Each area is difficult to measure, but we know from Peer Communities that we offer services well beyond most communities. Are we expected to keep these services – or even to grow them further?

**Lack of Override – Budget Reductions**

Town department heads and I have discussed both additions we would like to see as well as budget cuts that may be necessary in FY18. As you might expect, given that employee attraction and retention is a top priority, we prefer to be a bit general about any reductions we might foresee. Yet we also realize that in order to support an Override the community needs an understanding of what services might be lost as well as maintained or gained. It is employee moral that led the Superintendent and I to request an Override election sometime in the fall, in order to avoid presenting the community tow budgets for FY18 during the winter in advance of a more typical April election. Last year the Town Manager proposed staffing reductions that could be handled by known attrition except in one case where it was possible but not certain. That one case saw an employee choose not to wait, and leave for a Peer Community before the Finance Committee had even weighed in on the proposed budget.

As mentioned, the town has built in one-time costs in the operating budget, and has been very wary of adding staffing for a few years. The Town Manager and all Department Heads have examined budgets together, with the following conclusions:

> For the first year of a lack of an Override, expenses could be trimmed and bear more than the typical share of reductions – meaning less cuts to the personnel side. While employee morale is important, the Town is prepared in the first year to eliminate one Police Officer, eliminate one Firefighter, cut staffing in Town Hall (which will result in the elimination of some services and/or a decline in service levels to the public) and likely reduced Library hours.
>
> In the second year, staffing would take a disproportionally larger hit than expenses and include all Town departments: Police, Fire, Dispatch, Public Works, Facilities, Town Hall and a certain reduction in Library hours. Again the bulk of Town Hall reductions would be in the form of reduced or eliminate services. Expenses would again be trimmed as is possible to continue providing services that remain.

I have spoken to Department Heads individually about several staffing options, and again will try to make adjustments based on attrition wherever possible. The Town also wants to assure the general public that reductions explicitly listed here are absolute – there will be no 'crying wolf' after the fact – and that further reductions will need to be made during the winter budget process.

**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:** August 10, 2016
**RE:** Override Impact **UPDATED**

This memo will review the impact of an Override of various amounts for different property classes and assessed value segments.

Today, the $499,500 average Single Family Home pays a tax bill of $499,500 x $14.51/$1.000 or $7,247.75 – let's call it $7,250. Here are the components of that tax bill:

| Tax Bill | Tax Levy | RMHS | Library |
|---|---|---|---|
| $7,250 | $6,905 | $161 | $184 |

The RMHS amount remains about $160 until being fully repaid in FY24; the Library amount declines to about $160 and is fully repaid in FY25. Any Override would be added only to the Tax Levy portion. Therefore over the next ten years, the table below shows the average Single Family Home (SFH) Tax Bill and annual change assuming no Override, no more Excluded debt or capital, no Senior Tax Relief, the full tax levy is assessed, current tax property classification ratios (92% residential; 8% CIP) are maintained, and the town has a Uniform tax rate.

| | FY18 | FY19 | FY20 | FY21 | FY22 | FY23 | FY24 | **FY25** | **FY26** | FY27 |
|---|---|---|---|---|---|---|---|---|---|---|
| SFH | $7,418 | $7,590 | $7,767 | $7,947 | $8,132 | $8,321 | $8,516 | $8,563 | $8,625 | $8,840 |
| Rate | +2.31% | +2.33% | +2.33% | +2.32% | +2.32% | +2.32% | +2.35% | **+0.55%** | **+0.72%** | +2.50% |

Note the impact in FY25 and FY26 when the RMHS and Library are fully repaid. **Over this ten-year period, the average tax bill will have increased at an average rate of +2.0% annually.**

## Override Impact

For the Residential class, here is the impact in FY18 on Single Family Homes at the various assessed value segments. This analysis makes the same assumption as that ten year forecast above did. The figures shown are increase in taxes over and above the figures shown above. Future years after FY18 would increase by about 2.3% through FY24 as shown above:

| Residential | $6 mil | $7 mil | $7.5 mil | $8 mil | $8.5 mil | $9 mil |
|---|---|---|---|---|---|---|
| **$ 300,000** | $ 398 | $ 464 | $ 497 | $ 530 | $ 563 | $ 596 |
| **$ 400,000** | $ 531 | $ 619 | $ 663 | $ 707 | $ 751 | $ 795 |
| **$ 500,000** | $ 664 | $ 774 | $ 829 | $ 884 | $ 939 | $ 994 |
| **$ 600,000** | $ 797 | $ 929 | $ 995 | $ 1,061 | $ 1,127 | $ 1,193 |
| **$ 700,000** | $ 930 | $ 1,084 | $ 1,161 | $ 1,238 | $ 1,315 | $ 1,392 |

**For the same ten-year period, the average tax bill will have increased at an average rate of +2.9% annually with a $6 million Override, with this pattern:**

| | FY18 | FY19 | FY20 | FY21 | FY22 | FY23 | FY24 | **FY25** | **FY26** | FY27 |
|---|---|---|---|---|---|---|---|---|---|---|
| Rate | +11.67% | +2.33% | +2.33% | +2.32% | +2.32% | +2.32% | +2.35% | **+0.72%** | **+0.88%** | +2.50% |

**and at +3.4% annually with a $9 million Override.**

For the Commercial class here is the impact in FY18 at the various assessed value segments:

| **Commerical** | **$6 mil** | **$7 mil** | **$7.5 mil** | **$8 mil** | **$8.5 mil** | **$9 mil** |
|---|---|---|---|---|---|---|
| $100k - $500k | $ 413 | $ 481 | $ 516 | $ 550 | $ 584 | $ 618 |
| $500k - $1mil | $ 955 | $ 1,113 | $ 1,192 | $ 1,271 | $ 1,350 | $ 1,429 |
| $1mil - $2mil | $ 1,823 | $ 2,125 | $ 2,276 | $ 2,427 | $ 2,578 | $ 2,730 |
| $2mil - $3mil | $ 3,037 | $ 3,540 | $ 3,792 | $ 4,043 | $ 4,295 | $ 4,547 |
| $3mil - $10mil | $ 5,852 | $ 6,822 | $ 7,307 | $ 7,792 | $ 8,276 | $ 8,761 |
| $10mil + | $ 25,391 | $ 29,598 | $ 31,701 | $ 33,804 | $ 35,907 | $ 38,011 |

**The Impact of an Override Combined with Senior Tax Relief**

Below are estimates of the impact of various Overrides on the different property segments including Senior Tax Relief at a factor of 1.02:

| **Residential** | | **$6.0 mil** | **$7.0mil** | **$7.5 mil** | **$8.0mil** | **$8.5 mil** | **$9.0 mil** |
|---|---|---|---|---|---|---|---|
| $ 300,000 | 10.3% | $ 467 | $ 533 | $ 566 | $ 599 | $ 632 | $ 665 |
| $ 400,000 | 30.9% | $ 623 | $ 711 | $ 755 | $ 799 | $ 843 | $ 887 |
| $ 500,000 | 31.4% | $ 779 | $ 889 | $ 944 | $ 999 | $ 1,054 | $ 1,109 |
| $ 600,000 | 14.0% | $ 935 | $ 1,067 | $ 1,133 | $ 1,199 | $ 1,265 | $ 1,331 |
| $ 700,000 | 13.5% | $ 1,091 | $ 1,245 | $ 1,322 | $ 1,399 | $ 1,476 | $ 1,553 |
| | | | | | | | |
| **Commercial** | | **$6.0 mil** | **$7.0mil** | **$7.5 mil** | **$8.0mil** | **$8.5 mil** | **$9.0 mil** |
| $100k - $500k | 41% | $ 503 | $ 571 | $ 606 | $ 640 | $ 674 | $ 708 |
| $500k - $1mil | 30% | $ 1,164 | $ 1,322 | $ 1,401 | $ 1,480 | $ 1,559 | $ 1,638 |
| $1mil - $2mil | 17% | $ 2,221 | $ 2,523 | $ 2,674 | $ 2,825 | $ 2,976 | $ 3,128 |
| $2mil - $3mil | 4% | $ 3,700 | $ 4,203 | $ 4,455 | $ 4,706 | $ 4,958 | $ 5,210 |
| $3mil - $10mil | 6% | $ 7,130 | $ 8,100 | $ 8,585 | $ 9,070 | $ 9,554 | $ 10,039 |
| $10mil + | 3% | $ 30,936 | $ 35,143 | $ 37,246 | $ 39,349 | $ 41,452 | $ 43,556 |
| $100k-$1mil | | $ 782 | $ 888 | $ 942 | $ 995 | $ 1,048 | $ 1,101 |

# COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss. Officer's Return, Reading:

By virtue of this Warrant, I, on _____, 2016 notified and warned the inhabitants of the Town of Reading, qualified to vote in Town elections and Town affairs, to meet at the place and at the time specified by posting attested copies of this Town Meeting Warrant in the following public places within the Town of Reading:

| | |
|---|---|
| Precinct 1 | J. Warren Killam School, 333 Charles Street |
| Precinct 2 | Reading Police Station, 15 Union Street |
| Precinct 3 | Reading Municipal Light Department, 230 Ash Street |
| Precinct 4 | Joshua Eaton School, 365 Summer Avenue |
| Precinct 5 | Walter S. Parker Middle School, 45 Temple Street |
| Precinct 6 | Barrows School, 16 Edgemont Avenue |
| Precinct 7 | Birch Meadow School, 27 Arthur B Lord Drive |
| Precinct 8 | Wood End School, 85 Sunset Rock Lane |
| | Town Hall, 16 Lowell Street |

The date of posting being not less than fourteen (14) days prior to September 12, 2016, the date set for Town Meeting in this Warrant.

I also caused a posting of this Warrant to be published on the Town of Reading website on _____, 2016.

_____

, Constable

A true copy Attest:

_____

Laura Gemme, Town Clerk

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# TOWN WARRANT

# COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

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

In the name of the Commonwealth of Massachusetts, you are hereby required to notify and warn the inhabitants of the Town of Reading, qualified to vote in elections and Town affairs, to meet at the **Reading Memorial High School Performing Arts Center**, 62 Oakland Road, in said Reading, on Monday, September 12, 2016, at **seven-thirty o'clock** in the evening, at which time and place the following articles are to be acted upon and determined exclusively by Town Meeting Members in accordance with the provisions of the Reading Home Rule Charter.

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

Board of Selectmen

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

Board of Selectmen

**ARTICLE 3** To see if the Town will vote to amend the FY 2017-27 Capital Improvements Program as provided for in Section 7-7 of the Reading Home Rule Charter and as previously amended, or take any other action with respect thereto.

Board of Selectmen

**ARTICLE 4** To see if the Town will vote to amend the vote taken under Article 15 of the May 2010 Annual Town Meeting to further increase the elderly tax exemption specified in Chapter 59, Section 5, Clause 41C of the *Massachusetts General Laws* from $750.00 to $1,000.00; or take any other action with respect thereto.

Board of Selectmen

**ARTICLE 5** To see if the Town will vote to accept the provision of General Laws Chapter 59, Section 5 added by Chapter 181 of the Acts of 1995, which authorizes an annual increase in the

amount of the exemption granted to senior citizens, surviving spouses and surviving minors under General Laws Chapter 59, Section 5, Clause 17D, by up to 100% of the percentage increase in the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index (CPI) for the previous year as determined by the Commissioner of Revenue, and to fix that annual increase at 100% of the CPI, to be effective for exemptions granted for any fiscal year beginning on or after July 1, 2017; or take any other action with respect thereto..

Board of Selectmen

**ARTICLE 6** To see if the Town will vote to reduce the interest rate specified in any tax deferral and recovery agreement to be entered into pursuant to Chapter 59, Section 5, Clause 41A of the *Massachusetts General Laws,* for any fiscal year beginning on or after July 1, 2017, from 8% to 4%; or take any other action with respect thereto.

Board of Selectmen

**ARTICLE 7** To see if the Town will vote to authorize the Board of Selectmen, on behalf of the Town, to petition the General Court for passage of a special law substantially as provided below. The Legislature may make clerical or editorial changes in form only to the bill, unless the Board of Selectmen approves amendments to the bill before enactment by the Legislature. The Board of Selectmen is hereby authorized to approve amendments that shall be within the scope of the general public objectives of this petition.

AN ACT AUTHORIZING THE TOWN OF READING TO ESTABLISH A MEANS TESTED SENIOR CITIZEN PROPERTY TAX EXEMPTION

SECTION 1. With respect to each qualifying parcel of real property classified as class one, residential in the town of Reading there shall be an exemption from the property tax in an amount to be set annually by the board of selectmen as provided in section 3. The exemption shall be applied to the domicile of the taxpayer only. For the purposes of this act, "parcel" shall be a unit of real property as defined by the board of assessors under the deed for the property and shall include a condominium unit. The exemption provided for herein shall be in addition to any and all other exemptions allowed by the General Laws.

SECTION 2. The board of assessors may deny an application if they find the applicant has excessive assets that place them outside of the intended recipients of the senior exemption created by this act. Real property shall qualify for the exemption under section 1 if all of the following criteria are met:

(a) The qualifying real property is owned and occupied by a person whose prior year's income would make the person eligible for the circuit breaker income tax credit under section 6(k) of chapter 62 of the General Laws;

(b) The qualifying real property is owned by a single applicant age 65 or older at the close of the previous year or jointly by persons either of whom is age 65 or above at the close of the previous year and if the joint applicant is 60 years of age or older;

(c) The qualifying real property is owned and occupied by the applicant or joint applicants as their domicile;

(d) The applicant or at least 1 of the joint applicants has been domiciled and owned a home in the town of Reading for at least 10 consecutive years before filing an application for the exemption;

(e) The maximum assessed value of the domicile is no greater than the prior year's maximum assessed value for qualification for the circuit breaker income tax credit under Section 6(k) of chapter 62 of the General Laws as adjusted annually by the Department of Revenue; and

(f) The board of assessors has approved the application.

SECTION 3. The board of selectmen shall annually set the exemption amount provided for in section 1, provided that the amount of the exemption shall be within a range of fifty per cent to two hundred per cent of the amount of the circuit breaker income tax credit under section 6(k) of chapter 62 of the General Laws for which the applicant qualified in the previous year. The total amount exempted by this act shall be allocated proportionally within the tax levy on all residential taxpayers. I

SECTION 4. A person who seeks to qualify for the exemption under section 1 shall, before the deadline established by the board of assessors, file an application, on a form to be adopted by the board of assessors, with the supporting documentation of the applicant's income and assets as described in the application. The application shall be filed each year for which the applicant seeks the exemption.

SECTION 5. No exemption shall be granted under this act until the Department of Revenue certifies a residential tax rate for the applicable tax year where the total exemption amount is raised by a burden shift within the residential tax levy.

SECTION 6. This act shall expire after 3 years of implementation of the exemption.

or take any other action with respect thereto.

Board of Selectmen

**ARTICLE 8** To hear the reports of the Board of Selectmen, School Committee, Board of Library Trustees and Finance Committee regarding the Town's budgeting for future Fiscal Years, and to provide any advice or guidance or take any other action with respect thereto.

Board of Selectmen

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and you are directed to serve this Warrant by posting an attested copy thereof in at least one (1) public place in each precinct of the Town not less than fourteen (14) days prior to September 12, 2016, or providing in a manner such as electronic submission, holding for pickup or mailing, an attested copy of said Warrant to each Town Meeting Member.

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

Given under our hands this __th day of _____, 2016.

_____
John Halsey, Chairman

_____
Kevin Sexton, Vice Chairman

_____
Barry Berman, Secretary

_____
John Arena

_____
Dan Ensminger

SELECTMEN OF READING

_____
, Constable

365

# Town of Reading
# Meeting Minutes

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

Board of Selectmen

Date: 2016-07-19 Time: 6:45 PM

Building: Pleasant Street Senior Center Location: Great Room

Address: 49 Pleasant Street Session: Open Session

Purpose: General Business Version:

Attendees: **Members - Present:**

Chairman John Halsey, Vice Chairman Kevin Sexton, Secretary Barry Berman, John Arena and Daniel Ensminger

**Members - Not Present:**

**Others Present:**

Town Manager Bob Lelacheur, Assistant Town Manager Jean Delios, Julie Mercier, Paula Schena, Donna Morin, Nancy Twomey, John Cain, Dave Freeman, Sheila Mulroy,Greg Johnson, Mark Beckley, Jane Parenteau, Greg Stepler, Caitlin Grant, Ed Sartell, Michael Giacalone, Tom O'Connor, Carl Mittnight, Jack Williams, Jacquie Carson, Jeff Hansen, Tom Connery, Heather McLean, Christie Moore, David Cory, Michael Kyes, David Traniello, Linda Snow Dockser, Mark Dockser, Peter Avtges, Stephen Weymicz, Angela Binda, Stephen Crook, Donna Beaulieu, Tony D'Arezzo, Robert Ferrari, Karen Dolan, Everett Blodgett, Chris Baird, Eilish Havey, Lorraine Willwerth, Rebecca Longley, Zachery Camenter, Jean Jacobs, Michael Bean, Jonathan Barnes, Michael Doyon, Neil Sumner, Chuck Tirone, Elaine Webb, John Coote, Elaine Stone

**Minutes Respectfully Submitted By:** Secretary

**Topics of Discussion:**

**Overview of Planning Efforts and Objectives**

Selectmen Chairman John Halsey noted that all Boards and Committees were invited to be here. He asked for everyone who was present representing a Board, Committee or Commission to stand and note which one. The following committees were represented: School Committee, CPDC, Historic District Committee, Permanent Building Committee, Zoning Board of Appeals, Conservation Commission, Trails Committee, Finance Committee, Fall Street Faire Committee, and the Historical Commission.

John Halsey noted that three years ago we had a new Town Manager and it was time to look at what was being done and how. Communication was imperfect and residents and businesses were spending a lot of time with night time government. Communication internally is excellent. Communication to all levels of the organization was not as excellent leading to partial vision so we made some part time employees full time. The next step is how to improve communication with Boards and Committees so they made the Health Director and Conservation Administrator full time positions. The Board of Selectmen wants to involve all Boards and Committees in major items.

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John Halsey noted that the last rewrite of the Charter was in 1990's. They Bylaws are in better shape. The animal control bylaw had fallen out of date so it was brought into compliance with the state level. The Selectmen formed Reading 2020 working groups. The Selectmen all have varied background and they meet with staff and sometimes Selectmen from other communities. The fact that they agree to disagree has led to some very productive discussions.

John Halsey reviewed the working groups including Financial, Communication, Policy, Long Term Planning and Operational Efficiency. He noted that there has been a loud message to diversify the tax base and streamline interactions with government. Economic development will follow the expansion of commercial property. We need to develop the space we have. He also noted that we actually have one of the fastest permitting processes now. He feels we need to change the Town in a positive away that doesn't change the fabric of the Town. He encourages Boards and Committee to do coffee shop sessions at their meetings.

**Presentation on Zoning Feedback, Options and Process**

CPDC Chairman Jeff Hansen noted this is a continuation of the April 11th workshop to discuss how to align zoning. The Master Plan was approved in 2005 – 2006 and includes preserving architectural heritage, managed growth, an improved downtown, a variety of housing and an increase in affordable housing.

Jeff Hansen reviewed the Economic Development Action Plan. He noted that we have a vibrant downtown and commuter rail station. We have adopted policies for mixed use in the downtown. The Town is in the process of hiring an Economic Development Coordinator. We are looking at parking management and way finding.

Jeff Hansen discussed mixed use. He noted that mix uses support and maintain each other. Residential in the downtown area creates foot traffic and supports the retail and dining businesses on the weekends. He noted that 80 people attended the April 11th meeting when they looked at possible zoning enhancements. Two area – Main Street and Lincoln Street are the fastest opportunities and they are looking at putting it on the April 2017 Town Meeting Warrant.

Elaine Webb asked who pays the town for the 40R overlay district. Jean Delios noted that 40R is an overlay such as Haven Street. It allows an option without wiping out the zoning. This gives property owners a menu of options to choose from. The state cuts the Town a check when we change the zoning and then they cut a check for each residential unit. The Town Manager noted that there are no rules or strings attached to that money. We used the money for capital near areas being developed but it could have been used to hire an additional Police Officer.

Someone asked about the difference in the number of parking spaces. Jean Delios noted that residential is 1.5 per unit, smart growth is 1.25 per unit, Reading Village is 1.00 per unit because a 40b can do whatever they want. Smart Growth gets the Town proposal. If a business is within 300 feet of public parking lot then they don't have to provide parking. Jean Delios noted that 40R offers a walkable community so people get out of the car.

A Green Street resident noted that people park all day with stickers in a densely populated area.

Heather McLean, resident of Green Street, asked how things will change. Jean Delios noted that they are putting a hold on Green Street right now.

John Arena noted that a 40R is proactive. The ability to control projects is most important and the 40R gives us control. It is the vehicle by which we say sorry, not here.

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Michael Giacolone asked how close to the 10% are we and Jean Delios noted 7.48%. A big 40B would get us ahead of the curve.

Jonathan Barnes, 41 Pratt Street noted that he supports the 40R. He asked to what degree can we impose the design especially when developers' designs are not what we want. Jean Delios noted we have design guidelines that include landscaping, height restrictions, setbacks, parking and how they get deliveries. Jonathan Barnes noted he is talking about design control not general parameters. John Weston noted that they do get into windows i.e. what percentage of windows, how they are arranged, etc. and if it doesn't fit the character of the Town they do public meetings and try to get those details worked out. Jonathan Barnes asked if the Town can deny an application as a result of that process if they fail to comply. John Weston noted that the 40R allows us to develop a set of guidelines. A lot of waivers were requested for 30 Haven Street. CPDC can decide not to issue a waiver but he assumes they cannot deny on guidelines because they would then become a requirement.

Angela Binda, 10 Orchard Park Drive, asked if a 40R precludes a 40B and Jean Delios noted they do not unless we have met the 10%. Angela Binda asked if the 40R's make net even and Jean Delios noted we get 20% for 40R's. Angela Binda asked if that is for a lifetime and Jean Delios noted the old deed riders are jumbled up but the new deeds are at least 30 years or in perpetuity.

John Weston noted that 40B's have to be approved by the State first.

A developer noted that the lots on Main Street are not deep enough for green space so the Town will never get what it wants. John Weston noted that he was correct but they are not talking about big development. They are looking at small commercial with residential over it.

John Halsey noted that Family Dental put in two residential units and in increased the value of the property and no additional parking was needed. He noted that people want to stay in Reading and some want to downsize. He also noted that when there is an overlay on your property it increases your options. You can change one story buildings into two stories.

Elaine Webb asked if we can put 40R over residential zoning and John Weston indicated we can be we are not proposing that now.

Barry Berman asked CPDC if they talked to people in development when the boundaries were being developed and John Weston noted that they had spoken to developers about size but that is a different discussion. Kevin Sexton noted that the Economic Planner Coordinator would act as a person to work with developers.

Tom Connery asked how infrastructure is addressed and Jean Delios noted that when we created the Smart Growth District the state asked us to address this to show we have the capacity. Tom Connery asked who pays if there isn't enough infrastructure. The Town Manager noted that we have plenty of pipes and water. North Reading on the other hand has the land but doesn't have enough water. The developer pays the I/I fee upfront to get into the infrastructure.

The owner of the property on Green and Main noted that Quiznos is gone. He is looking for tenants and the 40R gives him options. He noted that Professor's market is great.

John Halsey noted that the Board received a letter from the Chamber of Commerce today endorsing the concept.

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Daniel Ensminger asked if the industrial zone is being looked at and Jeff Hansen noted not right now, staff is working on that. Daniel Ensminger asked if this is going to Town Meeting this fall and Jeff Hansen noted they have a few articles but nothing specific to this.

The Board of Selectmen and CPDC adjourned at 8:30 p.m.

Respectfully submitted,

Secretary

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# Town of Reading
# Meeting Minutes

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

Board of Selectmen

Date: 2016-07-26 Time: 7:00 PM

Building: Reading Town Hall Location: Selectmen Meeting Room

Address: 16 Lowell Street Session: Open Session

Purpose: General Business Version:

Attendees: **Members - Present:**

Vice Chairman Kevin Sexton, Secretary Barry Berman, John Arena and Daniel Ensminger

**Members - Not Present:**

John Halsey

**Others Present:**

Town Manager Bob LeLacheur, Executive Assistant Paula Schena, Erin Calvo Bacci, Bill Brown, Al Sylvia, Lisa Egan, Mark Dockser, Dan Demar, Robert Griffin

**Minutes Respectfully Submitted By:** Secretary

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**Topics of Discussion:**

**Reports and Comments**

Selectmen's Liaison Reports and Comments – John Arena noted that he was "flamingoed" last night by EMARC so he made a donation then picked Daniel Ensminger to be next.

Barry Berman commented on last week's zoning charrette with CPDC and noted that he was awed that they had approximately 50 people show up. John Arena noted that some of the developers chose not to make comments of certain things and the Board of Selectmen might want to target developers specifically. Barry Berman noted that the Board should listen to them to create the tool that they will use. The Town Manager noted that he spoke with John Halsey and he has agreed to have a meeting with the contractors.

Public Comment – Erin Calvo Bacci, 494 Main Street, asked if the Selectmen have a plan to track and support retailers. Kevin Sexton noted that he does not know of a plan in place. Erin Calvo Bacci noted that five storefronts are empty and asked if the Town is doing anything to attract retail. Barry Berman noted that zoning will increase retail in Reading if more people live there then they will shop. Erin Calvo Bacci noted that the sign on the common can promote downtown businesses. The Town Manager noted that there is an agreement with the Historical Commission that the sign board is just for specific events. She should talk to Jean Delios about signage.

James Martin, 245 Charles Street noted that the attended the community listening sessions and he asked if there is language for the override. He also asked why we are not having an election with the Presidential Election and the Town Manager noted that the Town Clerk cannot get enough staffing because we would need double the workers because we would need two separate ballots. James Martin noted that people feel the Selectmen are being manipulative. He noted that the Secretary of State said we can put it on the same ballot.

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The Town Manager noted that the Attorney General says we cannot put it on the same ballot.

Mr. Martin noted that a lot of people are saying that the Selectmen are predisposed. He noted that the Library project left a bad taste in people's mouths. He also noted that the "Yes" group is giving out misinformation and a member of the Finance Committee was advocating for the "Yes" group.

Bill Brown, Precinct 8 assured Mr. Martin that if there is any manipulation he will be the first to tell him.

Lisa Egan, 8 Oakridge Road thanked the Board for the charrette and she is thrilled that they are thinking about another session. She feels the overlay and smart growth need to be as inclusive as possible. She knows of two businesses looking outside of Reading because they want residential. John Arena noted that developers had a different outlook and can help make some changes.

Lisa Egan noted she would be willing to talk to the Historical Commission about the sign to remind people to shop local. John Arena noted that the Town Manager will speak with the Historical Commission.

Town Manager's Report – The Town Manager noted on page 21 of the handout is a memo regarding the lead testing in public buildings and all the Town buildings come back showing nothing. On pages 4 and 5 is an update of the working groups to include cable negotiations.

**Discussion/Action Items**

Approve the Town Manager's Contract – Town Accountant Sharon Angstrom noted that she surveyed other Town Manager salaries and the average salary is $172,045. Our Town Manager is 13% behind the average. She noted that Bob LeLacheur would not accept an increase higher than non-union increases so he agreed to go to a 40 hour work week and to sell back a week of vacation if it is not used and if the funds are available. The increase in the step and 2% COLA mirrors non-union and he still trails by 5%.

Sharon Angstrom noted that one change in the contract is the amount of notice of nonrenewal of the contract to be given is changed to six months' notice.

The Board thanked the Town Manager for his hard work and long hours. John Arena noted that the Town Manager's work ethic and work quality shows he is a consummate professional. He denies himself of what he should have and you don't find that very often.

The Town Manager noted that paying average is reasonable. He noted that the Board of Selectmen are obliged to do a performance evaluation and he offers the sample on page 13 of the packet for his evaluation. He noted this is the evaluation used for Town employees.

**A motion by Berman seconded by Arena to approve the employment agreement between the Town of Reading and Robert LeLacheur for services as Town Manager effective August 1, 2016 through July 31, 2018 was approved by a vote of 4-0-0.**

Birch Road Utility Easements – The Town Manager noted this is to expand the water and sewer. Drainage needs to be added to the motion.

**A motion by Berman seconded by Ensminger that the Board of Selectmen vote to approve the plan of land entitled "Easement Plan of Land located in Reading, Massachusetts (Middlesex County-Southern District) prepared for Sage Development scale 1"=20' Date May 1, 2016 prepared by Sullivan Engineering Group. LLC, P.O. Box 2004, Woburn, MA 01888" to be recorded at the Middlesex**

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**South Registry of Deeds with a grant of a water, sewer and drainage easement to the Town of Reading, said easement and plan are required in order for the commencement of a Reading Department of Public Works' utility project was approved by a vote of 4-0-0.**

Abandon Drainage Easements – 21 Hunt Street and 20 Lee Street – The Town Manager noted that Engineering is still working with Town Counsel on this so it will be brought back to the Board in the future.

Hearing – Driveway Waiver – 43 Track Road – The Secretary read the hearing notice. The Town Manager noted that there is an email from an abutter, Ruth Silva in the handout and she has no objections. The Parking, Traffic and Transportation Task Force has reviewed and staff had no objections.

Engineer Bob Griffin was present to represent the property owner. He noted that the property is distressed at 43 Track Road and the owner will raze the structure. He is requesting a waiver of the driveway set back from the intersection from 50 feet to 30 feet. There is very little traffic in that area. He will be removing approximately four feet of granite curbing.

**A motion by Berman seconded by Arena to close the hearing on the driveway waiver for 43 Track Road was approved by a vote of 4-0-0.**

**A motion by Berman seconded by Arena that the Board of Selectmen approve the driveway for 43 Track Road with a 30 foot offset was approved by a vote of 4-0-0.**

Preview of September 12th Special Town Meeting Warrant – The Town Manager noted that Article 3 is to amend the Capital Improvement Program. The Fire Chief is $1500 short for a new ambulance and he wants an additional piece of equipment for the ambulance which is $24,000.

Article 4 is to increase the Senior Exemption from $750 to $1000.

Article 5 is to accept optimal cost of living increases for seniors and surviving spouses.

Article 6 is to lower the interest rate on tax deferrals.

Article 7 is a Home Rule Petition for tax relief for state senior circuit breaker filers. The Town Manager noted this will allow seniors to stay in their home and defer tax payments. If they move they pay a lower interest rate and if they die then the heirs pay the full interest rate.

Article 8 is the override. Town Counsel will word the question for discussion at Town Meeting but Town Meeting has no authority over an override.

The Town Manager noted that on August 9th the Board of Selectmen will discuss tax policy and the Town FY18 budget. The Selectmen could have a number decided by August 31, 2016 but they don't have to. The Selectmen need to vote at Town Meeting on September 12, 2016.

Barry Berman noted that waiting until September 1 is a long time. He feels they should try to decide ASAP to get the word out to the community. He feels the fact that we didn't ask every year for an override when others did is a generational thing. At some point we get to the end of the cliff.

663

The Town Manager noted that the Town is cheap and doesn't like to spend money. We have run out of tools. Town side has run out of options but we will do whatever the Town wants.

John Arena noted that we are not changing out spending discipline and at the end of the period then there is a $4.5 million gap. The Town Manager noted that 2 ½ is too low to cover it.

Barry Berman noted that a lot of debt exclusion falls off in 8 – 10 years.

The Town Manager noted that the Selectmen need to speak with the School Committee to decide the amount.

Senior Tax Relief – Assessor Victor Santaniello was present. He noted he is looking at additional forms of relief for senior tax payers and there are not a lot of options. He noted that Sudbury has a means tested tax. The exemption is based on income. The higher the income, the lower the exemption. The lower the income, the higher the exemption. The residential class will have a higher tax rate to make up for exemptions. The circuit breaker allows up to $1030 off the income taxes for seniors who file taxes. Joint owners must be 60 years old. Victor Santaniello noted that the amount shifted is inside the levy so if a lot of seniors apply then he can reduce the amount to keep it under the cap.

Barry Berman asked if there is any back testing that $1million gets split equally between commercial and resident. Victor Santaniello noted with a 1.5 shift the rates would be 14.51 for commercial and 14.89 for residential.

Tax Relief – Victor Santaniello noted that the average assessed value and income cannot lower taxes more than 50%. Once it is set the cap can't change for three years.

Barry Berman noted that Sudbury had an onerous asset section in the application and we need to reserve the money for people who really need it. Victor Santaniello noted that we can go through asset testing and we can cap it.

Daniel Ensminger asked about the application process and Victor Santaniello noted it is an early process. All applications would be due by the end of August in order to determine how many qualify.

Victor Santaniello noted that Sudbury's biggest problem was what to with tax deferrals. There is not a lot of support from his peers on these. He noted that some communities do a match. If they qualify for the circuit breaker then they match that amount.

John Arena noted that there is a desire to provide a cushion for seniors who want to stay at home. He asked if we can look at the number of years a senior has been in Town and Victor Santaniello noted that it can be structured along the same way others are requiring domicile in MA for five years.

Kevin Sexton asked how many years Sudbury tested it and Victor Santaniello noted three years. John Arena asked what happened at the end of year four and the Town Manager noted that Sudbury had to renew the Home Rule process.

Daniel Ensminger asked how many participants did Sudbury have and Victor Santaniello noted 135 the first year and 125 the following year.

**Approval of Minutes**
**A motion by Berman seconded by Ensminger to approve the minutes of June 21, 2016 as amended was approved by a vote of 4-0-0.**

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**A motion by Berman seconded by Ensminger to approve the minutes of July 12, 2016 as amended was approved by a vote of 4-0-0.**

**A motion by Berman seconded by Arena to adjourn the meeting at 9:12 p.m. was approved by a vote of 4-0-0.**

Respectfully submitted,

Secretary

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

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**JULIE D. MERCIER**
**Community Development Director**
**Phone: (781) 942-6648**
**Fax: (781) 942-9071**
**jmercier@ci.reading.ma.us**

| | |
|---|---|
| **To:** | Board of Selectmen |
| **CC:** | Bob LeLacheur, Town Manager; Jean Delios, Assistant Town Manager; Sharon Angstrom, Town Accountant; Joe Huggins, Facilities Director |
| **From:** | Julie Mercier, Community Development Director |
| **Date:** | July 26, 2016 |
| **Re:** | Community Compact Grant Award for Energy Efficiency Initiative |

On July 25, 2016, the Town of Reading and the State Executive Office for Administration and Finance (EOAF) entered into a contract for a grant award of $20,000 to be used by the Town to fund an initiative to address energy efficiency by increasing the efficiency of municipal lighting, with a focus on the feasibility of LED lighting in the Town.

This grant has been awarded based on the Town's expressed commitment to "maximizing energy efficiency and renewable opportunities," which is one of three stated Best Practices within the Town's Community Compact Proposal.

Public Services staff has been working with Town Management, the Facilities Department, and the RMLD on a strategy for utilizing the funding from the State. One idea under consideration is to hire a consultant (potentially NORESCO) to prepare a lighting audit for all Town buildings. The Town would then use this audit to roll out an LED upgrade on a 1-2 building/year basis that would take full advantage of available rebates from RMLD. The economics of lighting have changed since the Town engaged in Performance Contracting a few years ago.

The other two Best Practices that the Town has expressed commitment to in our Community Compact Proposal relate to Housing and Economic Development. We are waiting to hear from the State regarding funding for various initiatives under these areas, after which we hope to be able to officially sign the Community Compact.



9a

4c BOS

# Reading Police Department

Mark D. Segalla, Chief of Police

## MEMORANDUM

**Date:** **August 10, 2016**

**To:** **All Personnel**

**Cc:**

**From:** **Chief Mark D. Segalla**

**RE:** **Deputy Chief Position**

**Approved By:**

**Approval Initials:** _____

I am pleased to announce the appointment of Lieutenant David Clark to the position of Deputy Chief of Police. Lt. Clark will be officially appointed on August 29, 2016.

With the outstanding pool of candidates, the decision was a difficult one. I am confident this appointment continues to bring our Department to new heights.

Congratulations to Deputy Chief Clark.



9b

4c BOS

**Schena, Paula**

**From:** LeLacheur, Bob
**Sent:** Thursday, August 11, 2016 10:26 AM
**To:** Schena, Paula
**Subject:** FW: Fios TV Notice
**Attachments:** Customer Notice - NickMusic.pdf

For BOS packet

***Robert W. LeLacheur, Jr. CFA***
*Town Manager, Town of Reading*
*16 Lowell Street, Reading, MA 01867*
*townmanager@ci.reading.ma.us*
*(P) 781-942-9043;*
*(F) 781-942-9037*
*www.readingma.gov*

Town Hall Hours:
Monday, Wednesday and Thursday: 7:30 a.m - 5:30 p.m.;Tuesday: 7:30 a.m. - 7:00 p.m.; Friday: CLOSED

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**From:** Reddish, Jill M [mailto:jill.m.reddish@verizon.com]
**Sent:** Thursday, August 11, 2016 9:29 AM
**To:** Reddish, Jill M
**Subject:** FW: Fios TV Notice

Dear Municipal Official:

This is to notify you of a certain change to Fios® TV programming.

On or after September 9, 2016, the content provider will replace MTV Hits programming on channel 214 with NickMusic, a brand-new commercial free music video destination for kids, where they can discover new talent and music and interact with the artists they love.

Verizon will notify subscribers through the Fios® TV Message Center beginning on or around August 10, 2016. A sample customer notice is attached.

Access to the Fios® TV channel lineup is available 24/7 online at verizon.com/fiostvchannels.

We realize that our customers have other alternatives for entertainment and our goal is to offer the best choice and value in the industry. Verizon appreciates the opportunity to conduct business in your community. Should you or your staff have any questions, please contact me.

Sincerely,

Jill M. Reddish

Jill Reddish



9c1

FiOS TV- Sr. Staff Consultant
Franchise Management - NE
617 342 0558
verizon



9C2

verizon

**Fios® TV Programming Change**

On or after September 9, 2016, MTV Hits programming on channel 214 will be replaced with NickMusic, a brand-new commercial free music video destination for kids, where they can discover new talent and music and interact with the artists they love. This is a provider-driven change.

4C BOS

**LeLacheur, Bob**

**From:** Samantha Carreiro <s
**Sent:** Wednesday, August 10, 2016 2:31 PM
**To:** LeLacheur, Bob
**Cc:** Forwarding Account for John Halsey
**Subject:** Re: [Reading MA] Clarity on the Senior Tax Relief

Thanks Bob.

We can use the argument as "the right thing to do" in many situations.. If it stands alone- The BOS should have provided stats and rational as to why it is the right this to do **now**? How many seniors are about to lose their homes right now before an added tax burden? 10, 20, 642?

And Yes, each issue can stand or fall within their own merits, but it is very clear to me that they are closely tied together and both are now complicated based on the existence and timing of the other. I am not against helping seniors but am just very discouraged at the timing.

Thanks again for taking the time to respond to my previous message,

Samantha

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A side note:
I was talking to a colleague who lives in Sudbury. He explained that this senior tax relief was put in place in Wayland and Sudbury, as they are wealthy suburbs where, most likely the seniors would have no possibility of downsizing and staying in town.

Thus, they needed to find a way to protect their ability to stay in TOWN (which happened to be their current home due to a lack of more affordable options).

If your home is worth 400, 500 or 600K there most certainly is the possibility of downsizing. It is not ideal...but it MANY do this (we just did it with my 85 year old grandmother as she couldn't afford to stay in her Newton Condo anymore....she complains every time that she cooks a meal in her smaller kitchen ;) (true story)...BUT she has much more free cash to live on now). She doesn't blame other facets of the population for this circumstance.

- In Reading, relief only makes sense as a safeguard against the big raise in taxes as a RESULT of the override. Without the tax increase from the override, there is actually not as big of a driving need for us to cover these seniors costs right now. They are not at risk yet. (And given the points raised about the income levels and lack of asset test, does hit some big issues of fairness).

---

**From:** "LeLacheur, Bob" <blelacheur@ci.reading.ma.us>
**To:**
**Cc:** Forwarding Account for John Halsey <Forwardingaccountforjohnhalsey@ci.reading.ma.us>
**Sent:** Wednesday, August 10, 2016 1:42 PM
**Subject:** RE: [Reading MA] Clarity on the Senior Tax Relief

Hi Samantha,

I will put your email and my response in the next packet for the Selectmen next week. In keeping with Open Meeting Law, the Board cannot discuss this via email, but I have included Chair Halsey in my response.

Originally the Board asked us to look for a way to protect the Seniors from an impact of an Override, and that was discussed last May during Community meetings. Over the summer it became apparent that the tax



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relief tools could be a much higher value (in almost every case) than simply the additional extra cost of an Override. The Board also ran into some community objection in combining the two thoughts, as perhaps an effort to 'buy Override votes'.

Therefore John explained the rational for the Board NOT linking the Senior Tax Relief to an Override because it is 'the right thing to do'. The impacts of each issue should be considered by all participants, and the overlap of the impacts are clear, but each issue can stand or fall on its own merits.

The Board could wait for an Override to pass, and then propose Senior Tax Relief afterwards. If that sequence were followed, for one year the Seniors would be fully exposed to the Override cost on their tax bill. So from a timing standpoint, the current sequencing is the only way to ensure that Senior protection is in place before the impact of an Override would be in place.

I hope this helps.

Thanks,
Bob

Robert W. LeLacheur, Jr. CFA
Town Manager, Town of Reading
16 Lowell Street, Reading, MA 01867
townmanager@ci.reading.ma.us
(P) 781-942-9043;
(F) 781-942-9037
www.readingma.gov

Town Hall Hours:
Monday, Wednesday and Thursday: 7:30 a.m - 5:30 p.m.;Tuesday: 7:30 a.m. - 7:00 p.m.; Friday: CLOSED

-----Original Message-----
From: vtsdmailer@vt-s.net [mailto:vtsdmailer@vt-s.net] On Behalf Of stcarreiro@yahoo.com
Sent: Wednesday, August 10, 2016 10:56 AM
To: Reading - Selectmen
Subject: [Reading MA] Clarity on the Senior Tax Relief

Hello Board of Selectmen,

[redacted] has sent you a message via your contact form (http://www.readingma.gov/user/475/contact) at Reading MA.

If you don't want to receive such e-mails, you can change your settings at http://www.readingma.gov/user/475/edit.

Message:

Dear Selectman,

I attended the meeting at the Senior Center last night and was hoping to gain clarity on one issue:

Can you please explain why the senior tax relief, as presented (which I am supportive of IF it is connected to an override) cannot be tied to an override or voted on AFTER the override?)-



9d2

Also- are the other programs off the table?

It IS good public policy to allow aging in place. And I am sure you have discussed it in the past independent of other issues. However, that is not how it was presented during the override discussions.
It is ALSO good public policy to provide level services to students. That population, roughly 25% of our residents, isn't coming to these meetings saying that we will be impacting their future (sounds dramatic, but IMO so does the notion a 65 year old making 50K with good equity in their home, is going to be forced out if their taxes increase 250 annually). We as parents have to speak on their behalf.
Good schools benefit ALL populations. Seniors who have lived here 10+ years have seen increased values part in partial to families like mine wanting to move here.

I fully support those who need it most- and am willing to take on some of those costs. I am not in agreement of how you are sequencing the votes.
This does harm the chances of an override passing and also extends beyond 'those who need it most".

Samantha Carreiro
Middlesex Ave



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