

**TOWN OF CONCORD  
SELECT BOARD  
AGENDA  
NOVEMBER 8, 2021  
6:30 PM  
VIDEO CONFERENCE**

Join Zoom Meeting

<https://us02web.zoom.us/j/84092395810?pwd=TnMyWmprWHBla21CczdQM0EvWVVFZz09>

Meeting ID: 840 9239 5810

Passcode: 865209

#	Time	Agenda Item
1.	6:30pm	Call to Order
2.		Consent Agenda <ul style="list-style-type: none"> <li>• Minutes to approve: August 9, 2021</li> <li>• Gift Acceptance: Mr. &amp; Mrs. Langan \$1,000.00 gift to the Council on Aging Gift Account</li> <li>• Town Accountant Warrants: October 28, 2021</li> </ul>
3.		Town Manager's Report
4.		Chair's Remarks
5.	6:45pm	Meet with Rep. Gouveia to discuss current items & status of home rule petitions
6.	7:10pm	Public Hearing: Application for Transfer of License, Pledge of Inventory, and Pledge of License from JMMS Liquors, DBA Walden Liquors located at 18 Walden Street to Sunny Side Enterprises
7.	7:20pm	Public Hearing: Petition from National Grid to relay 100 feet of 2-inch Coat Steel (1930) gas main with 100 feet of 4-inch Plastic gas main at 1024 Monument St
8.		Review Henry Vlacovsky Eagle Scout Project
9.	7:30pm	Meet with WPAC: White Pond Vision Statement, Q&A
10.	8:00pm	Election Officer Appointments
11.		Review 2020 Census Results
12.		Discuss Massachusetts 2021 Proposed House Legislative Districts
13.		Review and Vote Reapportioning Proposal
14.		Vote to Approve the Special Town Meeting Warrant
15.		Finalize Inter-municipal Agreement for Regional Public Health Service
16.	8:45pm	Prepare for Focused Meeting: Envision Concord
17.	9:00pm	Committee Nominations: Tracy Hansen of 77 Hill Street and Sam Stearns, 124 Tarbell Spring Road to the Bruce Freeman Rail Trail Committee for terms to expire April 30, 2024. Thomas Beardsley of 21 Liberty Street to the Historical Commission to fill an unexpired term set to expire on May 31, 2022. Marybeth Barker of 51 Birch Drive to the Bruce Freeman Rail Trail Advisory Committee as the Commission on Disability representative for a term to expire May 31, 2022. Stephen Irza of 39 Cottage Street to the Junction Village Open Space Task Force to fill an unexpired term set to expire April 30, 2023

18.	Committee Appointments: Annabelle Paushter of 139 Jennie Dugan Rd, Alexander Fernandez of 1400 Lowell Road, and Molly Wierman of 6 Nathan Pratt Drive to the Diversity, Equity and Inclusion Commission for terms ending April 30, 2022, Ha Richmond of 144 Nashoba Rd, Ji Orloff of 34 East Circle, and Robert Munro of 1400 Lowell Rd to the Diversity, Equity and Inclusion Commission for terms ending April 30, 2023, and Andrea Foncerrada of 41 Commonwealth Ave, Rose Cratsley of 79 Hillcrest Rd, and Jimi Two Feathers of 303 Commonwealth Ave to the Diversity, Equity and Inclusion Commission for terms ending April 30, 2024. Stephen Verrill of 415 Wheeler Rd as the Agriculture Committee representative to the Pollinator Health Advisory Committee for a term to expire April 30, 2024. Farhanah Y Sheets of 69 Riverside Ave to the Tax Fairness Committee for a term to expire April 30, 2024
19.	Committee Liaison Reports
20.	Miscellaneous Correspondence
21.	Public Comment
22.	Adjourn

Note: All times are approximate and subject to change.

<b>Current Board and Committee Vacancies</b>
Bicycle Subcommittee of Transportation Advisory Committee
Concord 2025 Executive Committee
Concord Municipal Affordable Housing Trust
Council on Aging
Natural Resources Commission
Personnel Board
Public Ceremonies and Celebrations Committee
Tax Fairness Committee

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Pursuant to notice duly filed with the Town Clerk, the Concord Select Board convened in a meeting both via Zoom and in person at 141 Keyes Road on August 9, 2021 at 6:30pm.

Present were Terri Ackerman, Chair; Matthew Johnson, Clerk; Henry Dane, Susan Bates, and Linda Escobedo. Also present was Stephen Crane, Town Manager.

**Call to Order**

Select Board Chair Terri Ackerman called the meeting to order at 6:30pm.

**Consent Agenda**

- Town Accountant Warrants: August 5, 2021
- One Day Special Liquor Licenses
  - o Salem Five Bank 10/12/21 10:00am-10:00pm 246 Old Road to Nine Acre Corner All Alcoholic Beverages
  - o Belmont Hill School 9/27/21 6:00pm-8:00pm 246 Old Road to Nine Acre Corner Wines & Malt Beverages Only
- Sunday Entertainment Licenses
  - o Concord Players Performance 9/5/21 12:00pm-8:00pm 51 Walden Street
  - o Concord Players Performance 9/12/21 12:00pm-8:00pm 51 Walden Street
  - o Concord Players Performance 11/14/21 12:00pm-8:00pm 51 Walden Street
  - o Concord Players Performance 2/20/22 12:00pm-8:00pm 51 Walden Street
  - o Concord Players Performance 5/01/22 12:00pm-8:00pm 51 Walden Street
  - o Concord Players Performance 5/08/22 12:00pm-8:00pm 51 Walden Street
  - o The Performing Arts Center Performance 8/15/21 2:00pm-10:00pm 51 Walden Street
- Gift Acceptance
  - o James Terry and Judith Terry gift of \$55,000.00 to the Police Department Sustainable Vehicles Account for the purchase of a Tesla Model Y to be used as a patrol vehicle.
  - o James Terry and Judith Terry gift of \$5,000.00 to the Community Services Support Account to create a gift fund to be used to assist Concord residents under the age of 60 that are not otherwise covered by other support organizations.

Upon a motion duly made and seconded, it was UNANIMOUSLY  
**VOTED:** to approve the consent agenda.

**Town Manager's Report**

Town Manager Stephen Crane reported that COVID-19 cases are increasing statewide and nationally. The Town is monitoring case numbers locally to determine any appropriate mitigation actions that need to be taken.

Town Offices will return to the Town House during the week of August 16 following the

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renovation of the building that began in October 2020. The Town Clerk's Office will be returning a few weeks later, as their operations require a state security system that needs additional time to be set up back at the Town House.

A preconstruction meeting on the Sudbury Road project was held today, and that project is anticipated to be underway soon.

The Natural Resources Division received a grant for water quality assessments at White Pond. The Town continues to monitor the algae blooms that have occurred at the pond this summer.

The Thoreau School is under repair following the fire that damaged several classrooms. The school is using a tent outdoors as the temporary cafeteria, as the cafeteria is being used as temporary classroom space while repairs are being made.

**Chair's Remarks**

Ms. Ackerman noted that the Select Board will hold a regular meeting on August 16, and will not hold a meeting on August 23 or August 30. The Select Board will hold a regular meeting on September 7, and hold a brainstorming session on September 20 regarding funding for the middle school building project.

The Attorney General issued a review of an Open Meeting Law Complaint regarding the Transportation Advisory Committee, deeming the TAC as a public body and finding the TAC had violated Open Meeting Law in holding a meeting without proper posting ahead of time. Residents can view the AG's findings in the [meeting materials](#).

**Discuss Colonial Inn Liquor License Violation**

On June 16, 2021, an unidentified male party was unconscious while sitting at the bar at the Colonial Inn. Under the Town of Concord Alcoholic Beverage Rules & Regulations, the following violations are alleged to have occurred on June 16, 2021 at the Colonial Inn:

- Serving an intoxicated person. G.L. c.138 § 69
- Improper management. G.L. c. 138 § 23.
- Allowing the above illegality to take place.
- Failure to obey all the laws, rules, and regulations of the Commonwealth ABCC and Concord Licensing Board.

Residents can review the redacted police report regarding this incident in the [meeting materials](#). An alleged violation requires a public deliberation by the Select Board. Michael Glick of the Colonial Inn attended, as did Police Chief Joseph O'Connor and Detective Keith Harrington of the Town of Concord. Select Board member Henry Dane recused himself from this discussion due to his role in assisting the Colonial Inn in applying for their liquor license application in 2015.

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Chief O'Connor and Detective Harrington recommend that due to the seriousness of this violation, they are recommending a one-day revocation of the Colonial Inn's liquor license. They noted that the Colonial Inn staff were very cooperative with the investigator, and that they have not had any other issues with them in their six years as a licensee. Chief O'Connor also recommends that Colonial Inn staff reengage in a TIPS training in person.

Mr. Glick commented that the Colonial Inn takes their role as an alcohol licensee seriously, noting that they are a small inn representing the Town of Concord. Mr. Glick added that staff will be undergoing retraining and they are serious about making sure incidents of overserving do not happen again.

Upon a motion duly made and seconded, it was UNANIMOUSLY

**VOTED:** to impose a one day suspension of the liquor license for the Colonial Inn in response to the violation on June 16, 2021.

**Confirm Town Calendar through 2022 Town Meeting**

The Select Board is looking to confirm the Town Meeting calendar for FY22. The calendar can be found here (<https://concordma.gov/DocumentCenter/View/31076/2021-2022-ATM-Calendar-Final>). Town staff worked with the Moderator, Town Clerk, and Superintendent to prepare a calendar for the year. The 2022 Town Meeting will be held on May 1, 2022. The Special Town Meeting for the middle school building project will be determined at a later date.

Upon a motion duly made and seconded, it was UNANIMOUSLY

**VOTED:** to approve the calendar events leading up to the 2022 Annual Town Meeting as included in the meeting materials with the following amendment: reschedule the Town Meeting Preview Meeting and warrant opening date to January 8 at 9:00am.

**Discuss DEI Commission Charge**

At their last meeting, the Select Board heard from a significant number of residents regarding the need to establish a committee to address issues of diversity, equity, and inclusion in Concord. A draft charge for the DEI Commission was included in the [meeting materials](#).

The Select Board debated whether to focus the committee's efforts on being more explicit about increasing diversity in town, or to encourage the social environment in which diversity would be welcomed. Ms. Escobedo noted that the Town of Lincoln diversity committee included expected deliverables that paired basic recommendations with baseline metrics to improve upon. The Select Board also weighed the number of committee members to include in the charge, and made grammatical corrections to the draft document.

Erin Fife of 174 Hill Road noted her appreciation for the discussion about a budget for this committee, as financial commitments would demonstrate the Town's seriousness in effecting change.

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Elizabeth Cobbs of 31 Pond View Lane commented that financial resources from philanthropic organizations might be available for the committee to apply for to assist with their efforts.

Louisa Posture of 139 Jenny Dugan Road thanked the Select Board for considering the League of Women Voters and COAR proposals for the charge.

Anita Tekle advised the board to keep the charge broad to allow committee members to provide direction as dictated by the work as it progresses.

Vivian Tseng commented that the commission itself should be able to redefine the charge as they see fit. Ms. Tseng added that the focus of the committee should be addressing the historic challenge of white supremacy.

The Select Board will incorporate board and citizens committees from this discussion into the draft charge, and hope to finalize the commission charge at their August 16 meeting.

**Finalize and Adopt Charge for Fiber/Broadband Study Committee**

Ms. Ackerman noted that the draft charge for the Fiber Broadband Study Committee was included in the [meeting materials](#), thanked the contributors to the charge, and asked if the board had any revisions before final approval. The board has several grammatical and structural changes to the content of the charge; therefore, the board will incorporate the discussed revisions and aim to finalize the charge at the next meeting.

**Request to approve FY21 year-end Transfers**

Chief Financial Officer Kerry Lafleur presented the following FY21 year-end transfers she was asking the board to approve: (Please ask Kerry if this is the correct chart to include here. I think we may have approved a different chart at this meeting)

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Chapter 44, Section 33B Transfers Needed to Close FY21				
number	to/ from	line item	line description	amount
1	to	6	Public Safety	\$ 400,000.00
2	to	15	Joint, Social Security & Medicare	\$ 11,200.00
3	to	16	Debt Service	\$ 40,000.00
4	from	5	Human Services	\$ (151,200.00)
5	from	12	Joint, Insurance	\$ (200,000.00)
6	from	13	Joint, Unemployment/ Workers Comp	\$ (100,000.00)

Ms. Lafleur identified the concern she heard over the number and dollar amount of the transfers in Public Safety. Ms. Lafleur noted that even with this transfer, the FY21 expenditure for Public Safety would still be under the original appropriation for the year. The drivers for the additional expenses were the unbudgeted purchase of three unmarked Police cruisers and Public Safety overtime expenses.

Ms. Lafleur explained that the deadline for transfers is July 15, but it is impossible to meet that deadline unless communities cut off payments at least two weeks before this date. The state legislature is aware of this problem, but they have not changed the law.

Upon a motion duly made and seconded, it was UNANIMOUSLY

**VOTED:** to approve the FY21 Year-End Transfer as included in the meeting materials. (Please put in the exact line items that were transferred, because the meeting materials had several iterations and explanations)

**Economic Vitality Division Reorganization – Vote Required**

The Select Board heard the request for the Economic Vitality Division reorganization at their last meeting on July 26, but postponed a decision on this item in order to have additional time to review the budgetary implications of the transfer. (I don't think that is correct) The only change would be the Department of Land Management Director becoming the budgetary custodian as opposed to the Deputy Town Manager. Economic Vitality operations would remain the same.

Gregory Higgins of 51 Cottage Lane and President of Concord Business Partnership commented that the Economic Vitality Division is a great support to the town's businesses. Mr. Higgins expressed support for the division reorganization given DPLM's existing direct role in all the areas that affect Concord businesses.

Upon a motion duly made and seconded, by a count of 4 to 1 it was

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**VOTED:** to approve the Economic Vitality Division reorganization as proposed by the Town Manager in the meeting materials.

**Civil War Monument Task Force**

Mr. Dane prepared a charge for the Select Board's review. The goal of this Task Force is to advise the Select Board on placing one or more names, particularly that of George Washington Dugan, on the Civil War Soldiers' Memorial. The Task Force will identify costs and sources of funding for this project. Once the final report is delivered to the Select Board, the Task Force shall be dissolved.

Select Board members discussed grammatical and narrative changes to the documents. Board members will send their edits to Mr. Dane for incorporation in a final draft that the board hopes to approve at their August 16 meeting.

**Draft Town Manager Evaluation**

Chair Terri Ackerman has incorporated all the input from the Town Manager's evaluation and included a draft evaluation in the [meeting materials](#). The Select Board will review a final draft of the evaluation at the August 16 meeting.

**Appoint Liaison to Regional Emergency Communication Center Board**

The Select Board needs to appoint a liaison to the Regional Emergency Communication Board as Acton and Concord work to develop a joint emergency dispatch center. Ms. Ackerman has volunteered to be the liaison.

Upon a motion duly made and seconded, it was UNANIMOUSLY

**VOTED:** to appoint Terri Ackerman as the liaison to the Regional Emergency Communication Center Board.

**Certify Town Meeting Home Rule Petitions**

As a procedural matter at the direction of Town Counsel, the Select Board needs to certify support for three recent home rule petitions that are before the state legislature. 2021 Town Meeting Article 31: Home Rule Legislation and Bylaw Amendment Regulation of Fossil Fuel Infrastructure, 2020 Town Meeting Article 50: Authorize Special Legislation Additional Liquor Licenses, 2020 Town Meeting Article 15: Authorize Special Legislation Senior Means-Tested Property Tax Exemption.

Upon a motion duly made and seconded, it was UNANIMOUSLY

**VOTED:** to ratify 2021 Annual Town Meeting Article 31 Home Rule Legislation Amendment Regulation of Fossil Fuel Infrastructure

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Upon a motion duly made and seconded, it was UNANIMOUSLY

**VOTED:** to ratify 2020 Annual Town Meeting Article 50: Authorize Special Legislation Additional Liquor Licenses,

Upon a motion duly made and seconded, it was UNANIMOUSLY

**VOTED:** to ratify 2020 Annual Town Meeting Article 15: Authorize Special Legislation Senior Means-Tested Property Tax Exemption

**Committee Nominations**

Cory Atkins of 5 Concord Greene to the PEG Access Advisory Committee for a term to expire on April 30, 2024. Sarah Grimwood of 520 Lexington Road to the Natural Resources Commission representative to the Community Preservation Committee for a term to expire April 30, 2023. Charles Phillips of 65 Fairhaven Road to serve as the Housing Authority representative to the Community Preservation Committee for a term to expire April 30, 2024. Burton Flint of 1643 Main Street to serve as the Planning Board representative to the Community Preservation Committee for a term to expire April 30, 2022. Paul Boehm of 11 Ridgewood Road to serve as the Recreation Commission representative to the Community Preservation Committee for a term to expire on April 30, 2023. Grace Scimone of 10 Dana Road to the Agriculture Committee as an Associate Member for a term to expire on April 30, 2024. Alexa Anderson of 14 Park Lane to serve as the School Committee representative to the Middle School Building Committee for a term to expire at the completion of the project. Heather Bout of 33 Alden Road to the Middle School Building Committee for a term to expire January 31, 2022.

**Committee Appointments**

Upon a motion duly made and seconded, it was UNANIMOUSLY

**VOTED:** to appoint Bradley Hubbard-Nelson of 221 Nashawtuc Road to the Comprehensive Sustainability and Energy Committee for a term to expire April 30, 2024. Sara Pacelle of 1712 Monument Street to the Library Committee for a term to expire on April 30, 2024. Mary-Wren vanderWilden of 158 Simon Willard Road to the Library Committee to serve as an Associate Member for a term to expire on April 30, 2022.

**Committee Liaison Reports**

Ms. Bates attended an MMA session on the future structure of municipal board and committee meetings. Ms. Bates noted that the Town of Franklin, with similar demographics as Concord, has 27 active boards and committees as opposed to Concord's approximately 65.

Ms. Dane reported that the Agriculture Committee is preparing for Ag Day. The Select Board will have a table at Ag Day in part to help recruit board and committee volunteers. The Board of Health has a new chair, Jill Block, and they continue to monitor COVID-19 cases in the

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community. The BOH also discussed White Pond and the algae bloom issues that the pond is facing.

Ms. Escobedo attended the Trustees of Town Donations, where the Town Archivist and an intern discussed their search for the source documents regarding Town donations. The committee also recapped proposals the Town received for new investment management firms for their portfolio. The Town ultimately picked Morgan Stanley. The Historic Districts Commission met and held a routine review of applications, including a preliminary discussion of 1615 Lowell Road, where members voiced objections to the size and nature of the proposed building. The Cemetery Committee nominated a new chair, Leo Carroll, and reminded bikers in the community to only ride on paved surfaces. The committee plans to do some tracking and introduce new signage to see if this helps with compliance. The Housing Authority is likely to submit a CPC application to help fund their Commonwealth Ave development. Furthermore, the porches at Everett Gardens are falling apart, and they are seeking funding to rebuild them.

Mr. Johnson attended the Comprehensive Sustainable Emergency Committee, where they discussed their planned sustainable home and energy event at Harvey Wheeler on September 13. The Trails Committee discussed an unauthorized bike trail built in the woods off of Bruce Freeman Rail Trail. The area is being remediated by the person who built the unauthorized trail, and a portion of it will become a hiking trail. The committee is also working to identify trails suitable for bikes. The Recreation Commission adopted a new administrative code, and formed a subcommittee to develop a strategic plan. The Middle School Building Committee restaffed subcommittees, and are reviewing the materials used in the project. The estimated budget for the new middle school presently stands at \$100,200,000-\$100,500,000.

Ms. Ackerman attended the School Committee, where they discussed the upcoming school year where students will be in attendance full time and in person. There were questions about whether masks will be required in schools. The School Committee also voted to adopt the Capital Planning Task Force recommendations, approved the teacher's union three-year contract, and discussed goals for the upcoming school year. The Finance Committee discussed the impact and use of funds from the American Rescue Plan Act of 2021. The board will hear a presentation from the Chief Financial Officer and Town Manager at an upcoming meeting on this subject. The Transportation Advisory Committee will be conducting a town-wide speed study with the assistance of a consultant.

### **Miscellaneous Correspondence**

Correspondence was included in the [meeting materials](#).

### **Public Comments**

There were no public comments.

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**Adjourn**

Upon a motion duly made and seconded, it was UNANIMOUSLY  
**VOTED:** to adjourn.

**Meeting Materials:** <https://concordma.gov/DocumentCenter/View/31034/August-9-SB-Packet>

**Minuteman Media Network Coverage:** <https://www.youtube.com/watch?v=6I7RtPYFc5k>



**TOWN OF CONCORD**  
**Office of the Town Manager**  
Town House  
P.O. Box 535  
Concord, Massachusetts 01742

TEL: 978-318-3000  
FAX: 978-318-3002

Stephen Crane, Town Manager

## MEMORANDUM

To: Chair Ackerman and Members of the Board

From: Stephen Crane, Town Manager

Date: November 8, 2021

Re: Town Manager Report

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### COVID Dashboard (as of 11/3/2021)

	0-5	6-11	12-15	16-20	21-30	31-40	41-50	51-60	61-70	71-80	80+	Total	New Last 7 Days
Ages													
Concord +Covid Cases	9	31	6	16	23	18	29	23	21	15	18	209	
Vaccinated	0	0	6	12	14	11	26	21	18	11	13	132	
New this week	1	2			1	1	3		3	1	3		15

### DPLM

The Historical Commission hosted a Historic Issues Coffee this morning, with a successful turnout of nearly 50 people. Topics included a discussion of the Route 2A paving plans prepared by MassDOT, consideration of a Scenic Roads Bylaw, Balls Hill Road and MassAudubon's planning initiative for land located on Balls Hill Road, and three historic properties slated for demolition (and currently subject to demolition delay).

The Planning Board continued discussion of potential Zoning Bylaw (ZBL) amendments to the Thoreau Depot Business District to allow for greater flexibility in the creation of mixed use commercial and residential development and the adoption of new Design Guidelines. The Board will hold a third public forum on this proposal on December 14<sup>th</sup>. This public forum will be a hybrid virtual and in-person meeting in the Town House Hearing Room from 6:30 pm to 8:30 pm. The Board also continued discussion of potential ZBL amendments to the Floor-Area-Ratio (FAR) Bylaw to reduce the FAR limit as well as incorporate new Sustainability FAR limits, which would be higher than the Standard FAR limit if a builder/property owner incorporated certain sustainability measures into the construction of a new dwelling or addition. The Town

Planner informed the Board that an amendment to the Floodplain Conservancy Overlay District may be needed for the 2022 Annual Town Meeting because FEMA has issued Preliminary Flood Insurance Rate Map panels (FIRM) for the Virginia Road area that modifies the current floodplain elevation.

The Health Division is pleased to announce that Casey Mellin has joined our staff in the position of Assistant Health Director. With the announcement that COVID-19 vaccine will soon be approved for children ages 5-11, the Health Division, in conjunction with Concord Public Schools and Emergency Management, is planning to hold COVID vaccine clinics on November 20 and 21, and 2<sup>nd</sup> dose clinics on December 11 and 12. Clinics will be conducted by Pelmeds Pharmacy, who offered the clinics held last spring for children ages 12-18. Details to follow. Also, Susan Rask attended the October 27<sup>th</sup> meeting of the White Pond Advisory Committee and made a presentation on septic systems and groundwater quality as it relates to the White Pond area.

A Menorah Lighting to celebrate Chanukah is scheduled for Wednesday, December 1<sup>st</sup> on the Concord Youth Theatre lawn located at 53 Church Street (time yet to be determined). Lighting the Menorah will be with Congregation Kerem Shalom, with music, games, Chanukah stories with the Concord Free Public Library, and “Latkas to go” from Debra’s Natural Gourmet.

## **HUMAN SERVICES**

*Recreation:* Recreation’s new Assistant Director, Adam Lapointe began working this week and has hit the ground running. The next Recreation Commission meeting will be 11/29 at 7P; at their last meeting, they went over the Envision Concord Updates which were turned into the Town Manager’s Office Wednesday. In terms of past and upcoming special events, the following highlights include:

The Annual Holiday Tree Lighting will take place on December 5. Town-wide, this is a huge collaborative effort between multiple departments to facilitate this event and includes the workforces in Public Works, Facilities, Parks & Playgrounds, Police, Fire, Celebrations Committee, and Economic Vitality. Recreation’s Winter program registration opens December 12; the season covers January-March 2022.

The Community Services Division has kicked off the annual holiday programs which support Concord’s lower-income residents and families over the holidays. The Silent Fund supports residents and families with a moderate cash gift. Additionally, the town-wide Holiday Gift Card Program provides gift cards to parents to help cover the cost of a few gifts to give their children in celebration of the holidays. We rely on town residents and town employees to make this program a success, and each year members of the community donate very generously.

Facilities applied for a \$18,000 grant from MIIA, the Town’s Insurer, to acquire a number of protective and emergency gear relative to OSHA compliance. In addition, the team has been working on slight modifications in the Town Clerk’s office relative to door and window placement and new modification to the second floor of the 55 Church St. building to create new office space for the Sustainability Division and the creation of an additional large conference room for use by the public and other committees.

## **CPW**

The Engineering Division has identified traffic signal timing issues along Main Street in West Concord that may be contributing to avoidable traffic bottlenecks. With the help of Jacobs Engineering, they have submitted a preliminary application to MassDOT for a “Local Bottleneck Reduction Program” grant that, if awarded, could be used to perform a detailed timing study needed to inform necessary modifications.

Jeff Murawski has been hired to fill the long vacant position of Water/Sewer Superintendent within Concord Public Works. Jeff is a professional engineer whom worked for over a decade as a Senior Project Engineer in the private sector where he performed water and wastewater design, permitting and construction administration work before joining the City of Fitchburg where he served as the Deputy Commissioner of their municipal wastewater system, responsible for day-to-day operations and management.

On November 4, all Divisions within Public Works were called upon to respond to an emergency water main leak identified on a 8-inch cast iron pipe (1930 vintage) under the westbound lane of Rt. 2, just before the Rt. 2 Rotary. The Engineering Division provided direction and support on a time-sensitive traffic management plan, the Water Division orchestrated the excavation and repair, and the Highway Division provided operations support for repair and road work. Several days of well-coordinated planning culminated in the successful closure of the westbound lane of Rt2 at 7PM, water leak repair completed by 10PM, and road patch completed by midnight. No interruption of water service was required.

The Water/Sewer Division has engaged in contract negotiations with Woodard & Curran for a long-term (up to 10 year) contract operations services at the WWTP. A notable addition to these routine services is the inclusion of a facilities plan and asset management plan that will inform the Town as to capital improvement needs over the next ten years.

## **TMO Ops Manual**

In 2019, the Town Manager’s Office saw the departure of the Town Manager, the Administrative Manager, and the Senior Administrative Assistant. As expected, the departure of those critical employees involved the loss of decades of institutional knowledge. At the time, the Deputy Town Manager and the Administrative Manager were both performing multiple roles and were not able to develop a TMO Operations Manual that could have prevented some of the inconsistencies that have plagued the office over the past couple of years.

The Town Manager requested the development of an operations manual in late 2019/early 2020, and since then the TMO Administrative Staff have been working on its development. Over the course of the pandemic, operational practices have evolved and new efficiencies have been created that will be codified in the Manual. Once finished, it will serve as an institutional resource for current and future TMO staffers and align with the TMO best practices of documenting proper process and procedures. These operations include Town Meeting management, Select Board administration, payroll/finance/accounting procedures within the TMO, committee management, and other critical matters. It will serve as a living document going forward and the Town Manager is grateful for the work of the TMO Administrative Staff.



OLD NORTH BRIDGE

## TOWN OF CONCORD

TOWN HOUSE - P.O. BOX 535  
CONCORD, MASSACHUSETTS 01742

October 13, 2021

The Honorable Tami Gouveia  
State House  
24 Beacon Street  
Room 146B  
Boston, MA 02133

Dear Representative Gouveia,

You are hereby cordially invited to attend a Concord Select Board Meeting to meet the current Select Board, to discuss current items you are working on, and to discuss Concord's pending home rule petitions. We hope you will be available to meet with us on either the evening of November 8<sup>th</sup> or November 22<sup>nd</sup>. Our meetings begin at 6:30PM and will be held either by zoom or in a live/zoom hybrid format.

The Town of Concord has a long and proud tradition of self-governance, civic participation, and community engagement going back to its founding in 1635. Every year, Concordians gather for annual town meeting to publicly debate and vote on sponsored warrant articles presented to the citizens of Concord which will change some aspect of their life in Concord. From time to time, Concordians approve bylaws or regulations at town meeting that requires subsequent approval by the state legislature.

The Town is aware of six warrant articles approved at town meeting since 2018 which have been introduced as a bill in the state House of Representatives or Senate. They are:

1. Article 18 (town meeting 2018), Allowing 17 year Olds to Vote in Town Elections and Town Meetings. Introduced as H.3719, scheduled for a hearing by the Joint Committee on Election Laws.
2. Article 25 (town meeting 2019), Real Estate Transfer Tax for Affordable Housing. Introduced as S.2437, referred to Committee on Revenue.
3. Article 26 (town meeting 2019), Building Permit Fee Surcharge for Affordable Housing. Introduced as S.2438, referred to the Committee on Housing.
4. Article 15 (town meeting 2020), Senior Means Tested Property Tax Exemption. Introduced as H.3731, referred to Committee on Revenue.
5. Article 50 (town meeting 2020), Additional Liquor Licenses. Introduced as H.3712, referred to House Committee on Bills in the Third Reading.
6. Article 31 (town meeting 2021), Home Rule Legislation and Bylaw Amendment Regulation of Fossil Fuel Infrastructure. Introduced as H.4117, referred to Committee on Municipalities and Regional Government.

The Select Board in particular and the citizens of Concord in general are interested in learning about the progress of each bill in committee. The various citizen committees have worked hard to study, document, propose, and advocate for issues that affect the health and welfare of the residents of Concord. Some of these issues, represented by the town meeting legislation listed above, include affordable housing in Concord, expanding voting age eligibility for local elections, limiting the property tax burden on senior citizens, streamlining the one-day liquor license process, and regulating the use of fossil fuel on new home construction.

Please let us know whether you will be able to attend on November 8<sup>th</sup> or November 22<sup>nd</sup> and whether you have a time preference. We look forward to having a productive conversation with you on these issues which are so important to the residents of your districts.

Sincerely,



Terri Ackerman  
Select Board Chair

Cc: Stephen Crane, Town Manager

**LEVIN AND LEVIN, LLP**  
ATTORNEYS AT LAW  
875 SOUTHERN ARTERY  
QUINCY, MASSACHUSETTS 02169  
TEL. (617) 471-5700  
FAX. (617) 770-9031

B. ROBERT LEVIN  
(1933 - 1973)

HENRY S. LEVIN  
RICHARD E. LEVIN  
DAVID C. LEVIN  
LAWRENCE S. LEVIN  
ALLAN E. LEVIN  
BENJAMIN E. LEVIN

MARSHFIELD OFFICE  
(781) 834-8340

BOSTON OFFICE

10 DERNE STREET  
BOSTON, MA 02114

BENJAMIN E. LEVIN  
B.LEVIN@LEVINANDLEVIN.COM

September 13, 2021

via **FEDEX**

Town Manager's Office  
Town of Concord  
22 Monument Square  
Concord, MA 01742

Re: Application for a Transfer of License/License No. 00023-PK-0244

Dear Sir/Madam:

Enclosed please find the following documents:

1. Application for transfer of license
2. Applicant statement
3. Certificate of Organization (MA Sec. of State)
4. CORI request forms (10)
5. Purchase and Sale Agreement
6. Proof of citizenship of proposed manager
7. Vote of the Corporate Board
8. Pledge of Alcoholic Beverage License Agreement
9. Lease and floor plan
10. Payment receipt for \$200 fee processed online
11. DOR Certificate of Good Standing and/or Tax Compliance (seller)
12. Certificate of Good Standing (MA Sec. of State) (seller)
13. DUA Certificate of Compliance (seller)
14. Certificate of Good Standing (MA Sec. of State) (buyer)

Thank you for your assistance in this matter. If you require any additional information regarding this application or if further documentation is needed, please do not hesitate to contact our office or email me directly.

With sincere thanks,

Benjamin E. Levin, Esq.  
[b.levin@levinandlevin.com](mailto:b.levin@levinandlevin.com)

Enclosures



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

**APPLICATION FOR A TRANSFER OF LICENSE**

Municipality

**1. TRANSACTION INFORMATION**

- Transfer of License
- Alteration of Premises
- Change of Location
- Management/Operating Agreement
- Pledge of Inventory
- Pledge of License
- Pledge of Stock
- Other
- Change of Class
- Change of Category
- Change of License Type (\$12 ONLY, e.g. "club" to "restaurant")

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

**2. LICENSE CLASSIFICATION INFORMATION**

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
<input type="text" value="On-Premises-12"/>	<input type="text" value="\$15 Package Store"/>	<input type="text" value="All Alcoholic Beverages"/>	<input type="text" value="Annual"/>

**3. BUSINESS ENTITY INFORMATION**

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

Current or Seller's License Number  FEIN

Entity Name

DBA  Manager of Record

Street Address

Phone  Email

Add'l Phone  Website

**4. DESCRIPTION OF PREMISES**

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

Total Sq. Footage	<input type="text" value="2,200"/>	Seating Capacity	<input type="text" value="N/A"/>	Occupancy Number	<input type="text" value="0"/>
Number of Entrances	<input type="text" value="2"/>	Number of Exits	<input type="text" value="3"/>	Number of Floors	<input type="text" value="1"/>

**APPLICATION FOR A TRANSFER OF LICENSE**

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

Transferor Entity Name  By what means is the license being transferred?

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

Name of Principal	Title/Position	Percentage of Ownership
<input type="text" value="Jose Silva"/>	<input type="text" value="President"/>	<input type="text"/>
<input type="text" value="Sabrina Silva"/>	<input type="text" value="Treasurer"/>	<input type="text"/>
<input type="text" value="Mary Silva"/>	<input type="text" value="Secretary"/>	<input type="text"/>
<input type="text" value="Mary Silva"/>	<input type="text" value="Director"/>	<input type="text"/>
<input type="text" value="Jose Silva"/>	<input type="text" value="Director"/>	<input type="text"/>

**6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST**

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

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

Name of Principal	Residential Address	SSN	DOB
<input type="text" value="Umesh Paneru"/>	<input type="text" value="84 Cedar St., Norwood, MA 02062"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="President"/>	<input type="text" value="10"/>	<input type="text" value="Yes No"/>	<input type="text" value="Yes No"/>
<input type="text" value="Susheel Paudel"/>	<input type="text" value="8 Tresa Circle, Arlington, MA 02474"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="Treasurer"/>	<input type="text" value="10"/>	<input type="text" value="Yes No"/>	<input type="text" value="Yes No"/>
<input type="text" value="Ramesh Ghimire"/>	<input type="text" value="25 Wheeler St., Unit 315, Cambridge, MA 02138"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="Secretary"/>	<input type="text" value="10"/>	<input type="text" value="Yes No"/>	<input type="text" value="Yes No"/>
<input type="text" value="Sanjay Ray"/>	<input type="text" value="150 Cambridge St., Apt. 311, Cambridge, MA 02141"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="Director"/>	<input type="text" value="10"/>	<input type="text" value="Yes No"/>	<input type="text" value="Yes No"/>

**APPLICATION FOR A TRANSFER OF LICENSE**

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

Name of Principal	Residential Address	SSN	DOB
<b>Prabhu Dhungel</b>	23 Elwern Rd., Arlington, MA 02474	[REDACTED]	[REDACTED]

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Director	10	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<b>Ramesh Ghimire</b>	25 Wheeler St., Unit 315, Cambridge, MA 02138	[REDACTED]	[REDACTED]

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Director	10	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<b>Susheel Paudel</b>	8 Tresa Circle, Arlington, MA 02474	[REDACTED]	[REDACTED]

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Director	10	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

Additional pages attached?  Yes  No

**CRIMINAL HISTORY**

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

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

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

Name	License Type	License Name	Municipality
Umesh Paneru	Package Store	Sunny Side Enterprises, Inc./Tremont	Boston and Cambridge
Susheel Paudel	Package Store	Sunny Side Enterprises, Inc./Tremont	Boston and Cambridge
Ramesh Ghimire	Package Store	Sunny Side Enterprises, Inc./Tremont	Boston and Cambridge

**6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE**

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

Name	License Type	License Name

## APPLICATION FOR A TRANSFER OF LICENSE

### 6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled?

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

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

### 7. CORPORATE STRUCTURE

Entity Legal Structure

Date of Incorporation

State of Incorporation

Is the Corporation publicly traded?  Yes  No

### 8. OCCUPANCY OF PREMISES

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

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

Please indicate by what means the applicant will occupy the premises

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

Will the Landlord receive revenue based on percentage of alcohol sales?

Yes  No

### 9. APPLICATION CONTACT

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

Name:

Phone:

Title:

Email:

## APPLICATION FOR A TRANSFER OF LICENSE

### 10. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	
B. Purchase Price for Business Assets	\$375,000.00
C. Other* (Please specify)	
D. Total Cost	\$375,000.00

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

### SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
Sunny Side Enterprises, Inc.	\$75,000.00
Leader Bank, N.A.	\$300,000.00
<b>Total</b>	<b>\$375,000.00</b>

### SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
Leader Bank N.A.	\$300,000.00	Note and Pledge Agreement	<input checked="" type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

### FINANCIAL INFORMATION

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

\$300,000.00 loan from Leader Bank, N.A.

### 11. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge?  Yes  No

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

To whom is the pledge being made? Leader Bank N.A.

## 12. MANAGER APPLICATION

### A. MANAGER INFORMATION

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

Proposed Manager Name  Date of Birth  SSN

Residential Address

Email  Phone

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

### B. CITIZENSHIP/BACKGROUND INFORMATION

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

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

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

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

Date	Municipality	Charge	Disposition

### C. EMPLOYMENT INFORMATION

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

Start Date	End Date	Position	Employer	Supervisor Name
7/23/2018		Manager	City Market	Krishna R. Khatri

### D. PRIOR DISCIPLINARY ACTION

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

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

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

Manager's Signature  Date

## **ADDITIONAL INFORMATION**

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

## APPLICANT'S STATEMENT

I, Umesh Paneru the:  sole proprietor;  partner;  corporate principal;  LLC/LLP manager  
Authorized Signatory  
of Sunny Side Enterprises, Inc.  
Name of the Entity/Corporation

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

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

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

Signature:



Date:

8/23/21

Title:

President

## ADDENDUM A

### 6. PROPOSED OFFICER, STOCK OR OWNERSHIP INTEREST (Continued...)

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

Entity Name

Sunny Side Enterprises, Inc.

Percentage of Ownership in Entity being Licensed  
(Write "NA" if this is the entity being licensed)

NA

Name of Principal

**Ananta Adhikari**

Residential Address

4 Lincoln Place, Natick, MA 01760

SSN

DOB

Title and or Position

Director

Percentage of Ownership

10

Director/ LLC Manager

Yes  No

US Citizen

Yes  No

MA Resident

Yes  No

Name of Principal

**Krishna R. Khatri**

Residential Address

84 Renwick Road, Apt. B, Wakefield, MA 01880

SSN

DOB

Title and or Position

Director

Percentage of Ownership

10

Director/ LLC Manager

Yes  No

US Citizen

Yes  No

MA Resident

Yes  No

Name of Principal

**Umesh Paneru**

Residential Address

84 Renwick Road, Apt. B, Wakefield, Ma 01880

SSN

DOB

Title and or Position

Director

Percentage of Ownership

10

Director/ LLC Manager

Yes  No

US Citizen

Yes  No

MA Resident

Yes  No

Name of Principal

**Manoj Rimal**

Residential Address

398 Rindge Avenue, Unit 1, Cambridge, MA 02140

SSN

DOB

Title and or Position

Director

Percentage of Ownership

10

Director/ LLC Manager

Yes  No

US Citizen

Yes  No

MA Resident

Yes  No

Name of Principal

**Yadav Lamichhane**

Residential Address

369 Franklin Street, Unit 203, Cambridge, MA 02139

SSN

DOB

Title and or Position

Director

Percentage of Ownership

10

Director/ LLC Manager

Yes  No

US Citizen

Yes  No

MA Resident

Yes  No

Name of Principal

**Prakash B. Simkhada**

Residential Address

14 Old Colony, Lane 11, Arlington, MA 02476

SSN

DOB

Title and or Position

Director

Percentage of Ownership

10

Director/ LLC Manager

Yes  No

US Citizen

Yes  No

MA Resident

Yes  No

Name of Principal

**Susheel Paudel**

Residential Address

8 Teresa Circle, Arlington MA 02474

SSN

DOB

Title and or Position

Director

Percentage of Ownership

10

Director/ LLC Manager

Yes  No

US Citizen

Yes  No

MA Resident

Yes  No

#### CRIMINAL HISTORY

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

Yes  No

# Corporations Division

## Business Entity Summary

ID Number: 001325411

[Request certificate](#)

[New search](#)

Summary for: **SUNNY SIDE ENTERPRISES, INC.**

<b>The exact name of the Domestic Profit Corporation:</b> SUNNY SIDE ENTERPRISES, INC.		
<b>Entity type:</b> Domestic Profit Corporation		
<b>Identification Number:</b> 001325411		
<b>Date of Organization in Massachusetts:</b> 04-30-2018		
<b>Last date certain:</b>		
<b>Current Fiscal Month/Day:</b> 12/31		<b>Previous Fiscal Month/Day:</b> 12/31
<b>The location of the Principal Office:</b>		
Address: 748 TREMONT ST, #1		
City or town, State, Zip code, BOSTON, MA 02118 USA		
Country:		
<b>The name and address of the Registered Agent:</b>		
Name: SUSHEEL PAUDEL		
Address: 8 TERESA CIRCLE		
City or town, State, Zip code, ARLINGTON, MA 02474 USA		
Country:		
<b>The Officers and Directors of the Corporation:</b>		
Title	Individual Name	Address
PRESIDENT	UMESH PANERU	84 CEDAR ST. NORWOOD, MA 02062 USA
TREASURER	SUSHEEL PAUDEL	8 TERESA CIRCLE ARLINGTON, MA 02474 USA
SECRETARY	RAMESH GHIMIRE	25 WHEELER ST. UNIT 315 CAMBRIDGE, MA 02138 USA
DIRECTOR	SANJAY RAY	150 CAMBRIDGE ST., APT 311 CAMBRIDGE, MA 02141 USA
DIRECTOR	SUSHEEL PAUDEL	8 TERESA CIRCLE ARLINGTON, MA 02474 USA
DIRECTOR	RAMESH GHIMIRE	25 WHEELER ST. UNIT 315 CAMBRIDGE, MA 02138 USA
DIRECTOR	PRABHU DHUNGEL	23 ELWERN RD ARLINGTON, MA 02474 USA
DIRECTOR	PRAKASH B SIMKHADA	14 OLD COLONY, LANE 11 ARLINGTON, MA 02476 USA
DIRECTOR	MANOJ RIMAL	398 RINDGE AVENUE, UNIT 1 CAMBRIDGE, MA 02140 USA
DIRECTOR	ANANTA ADHIKARI	4 LINCOLN PL NATICK, MA 01760 USA

DIRECTOR	YADAV LAMICHHANE	369 FRANKLIN ST, UNIT 203 CAMBRIDGE, MA 02139 USA
DIRECTOR	KRISHNA R KHATRI	84 RENWICK RD, APT B WAKEFIELD, MA 01880 USA
DIRECTOR	UMESH PANERU	84 CEDAR ST. NORWOOD, MA 02062 USA

**Business entity stock is publicly traded:**

**The total number of shares and the par value, if any, of each class of stock which this business entity is authorized to issue:**

Class of Stock	Par value per share	Total Authorized		Total issued and outstanding
		No. of shares	Total par value	No. of shares
CNP	\$ 0.00	100,000	\$ 0.00	1,000

**Consent**    
 **Confidential Data**    
 **Merger Allowed**    
 **Manufacturing**

**View filings for this business entity:**

- ALL FILINGS
- Administrative Dissolution
- Annual Report
- Application For Revival
- Articles of Amendment
- Articles of Incorporation

[View filings](#)

**Comments or notes associated with this business entity:**

[New search](#)



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

DEBORAH B. GOLDBERG  
 TREASURER AND RECEIVER GENERAL

**CORI REQUEST FORM**

JEAN M. LORIZIO, ESQ.  
 CHAIRMAN

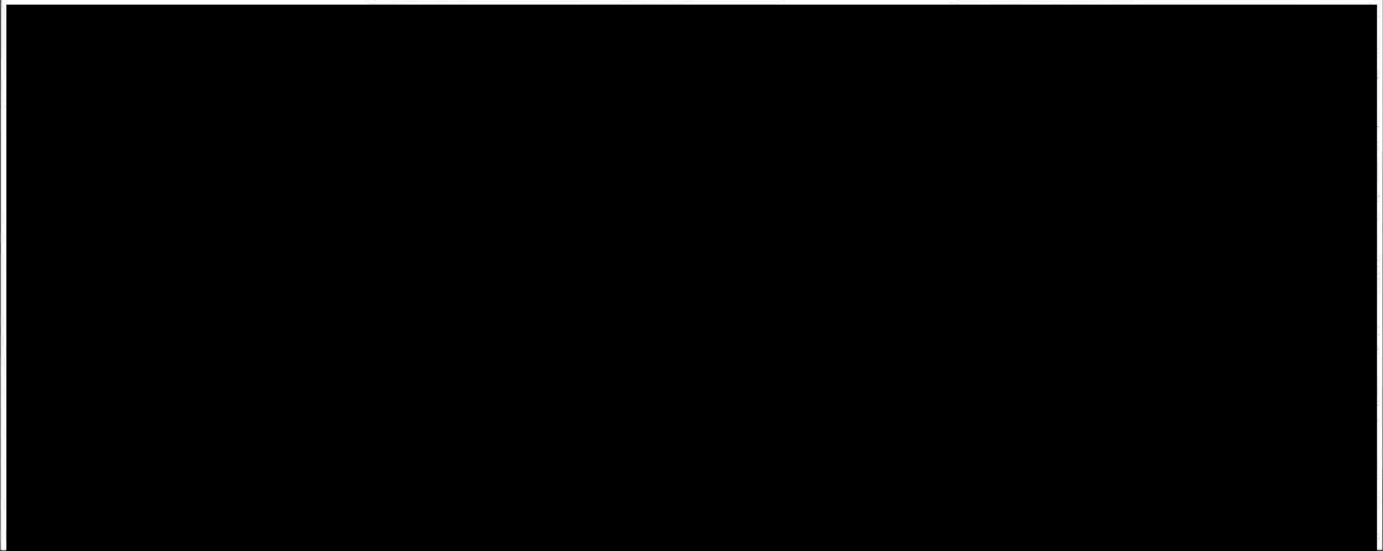
The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license,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

**ABCC LICENSE INFORMATION**

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>		LICENSEE NAME: Sunny Side Enterprises, Inc	CITY/TOWN: Cambridge
---	--	--	----------------------

**APPLICANT INFORMATION**

LAST NAME: Adhikari	FIRST NAME: Ananta	MIDDLE NAME: Rai
---------------------	--------------------	------------------

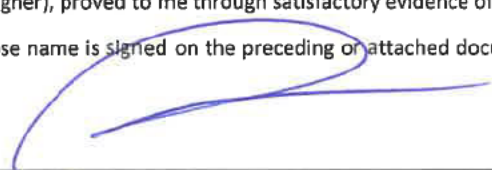


**PRINT AND SIGN**

PRINTED NAME: Ananta Rai Adhikari	APPLICANT/EMPLOYEE SIGNATURE:
-----------------------------------	-------------------------------

**NOTARY INFORMATION**

On this 9/13/21 before me, the undersigned notary public, personally appeared Ananta Rai Adhikari  
 (name of document signer), proved to me through satisfactory evidence of identification, which were driver's license  
 to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

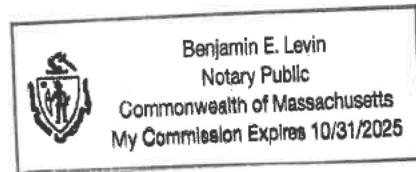


Benjamin E. Levin  
 NOTARY

**DIVISION USE ONLY**

REQUESTED BY:	
	<small>SIGNATURE OF CORI-AUTHORIZED EMPLOYEE</small>

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





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

**CORI REQUEST FORM**

DEBORAH B. GOLDBERG  
 TREASURER AND RECEIVER GENERAL

JEAN M. LORIZIO, ESQ.  
 CHAIRMAN

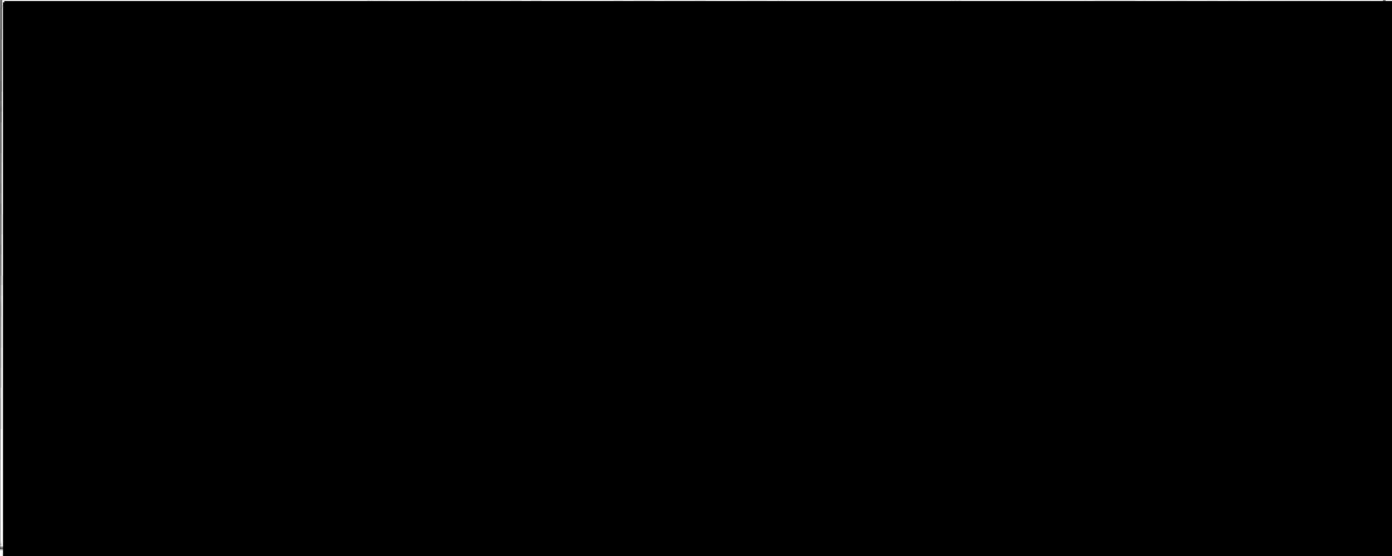
The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license,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

**ABCC LICENSE INFORMATION**

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>		LICENSEE NAME: Sunny Side Enterprises, Inc	CITY/TOWN: Cambridge
---	--	--	----------------------

**APPLICANT INFORMATION**

LAST NAME: Khatri	FIRST NAME: Krishna	MIDDLE NAME: R.
-------------------	---------------------	-----------------



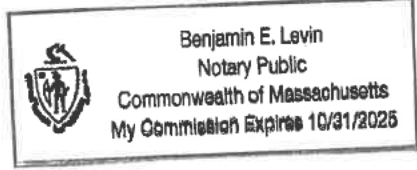
**PRINT AND SIGN**

PRINTED NAME: Krishna R. Khatri	APPLICANT/EMPLOYEE SIGNATURE:
---------------------------------	-------------------------------

**NOTARY INFORMATION**

On this 5/10/21 before me, the undersigned notary public, personally appeared Krishna R. Khatri  
 (name of document signer), proved to me through satisfactory evidence of identification, which were driver's license  
 to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

Benjamin E. Levin  
 NOTARY



**DIVISION USE ONLY**

REQUESTED BY:	
	<small>SIGNATURE OF CORI-AUTHORIZED EMPLOYEE</small>

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



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

DEBORAH B. GOLDBERG  
 TREASURER AND RECEIVER GENERAL

**CORI REQUEST FORM**

JEAN M. LORIZIO, ESQ.  
 CHAIRMAN

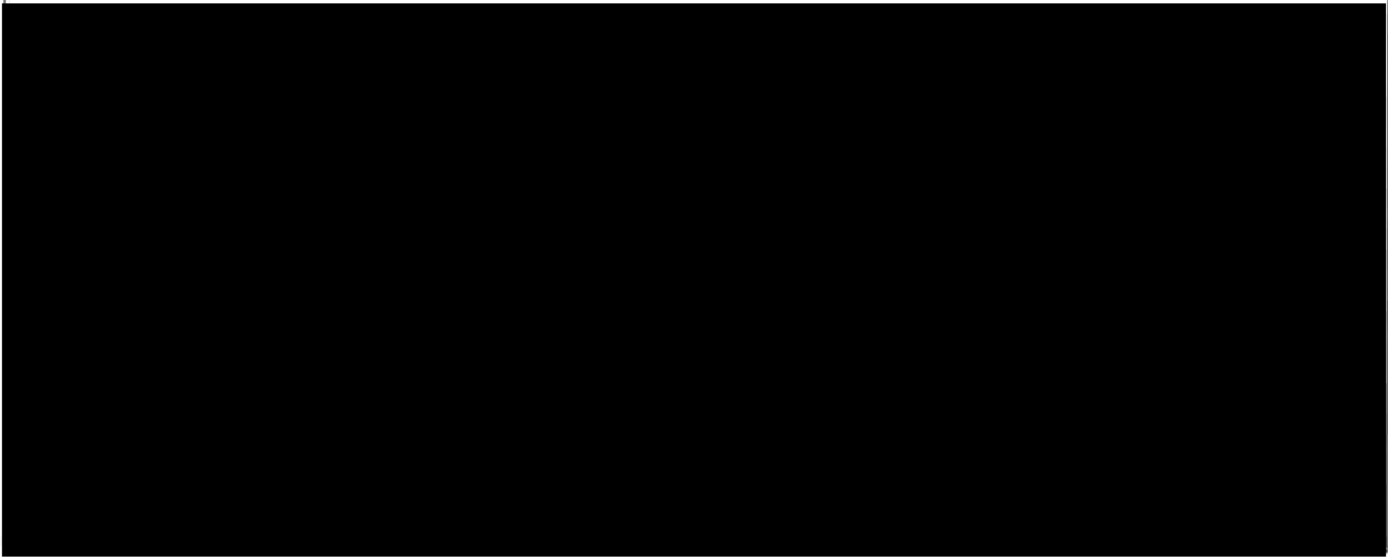
The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license,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

**ABCC LICENSE INFORMATION**

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>		LICENSEE NAME: Sunny Side Enterprises, Inc	CITY/TOWN: Cambridge
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**APPLICANT INFORMATION**

LAST NAME: Rimal	FIRST NAME: Manoj	MIDDLE NAME:
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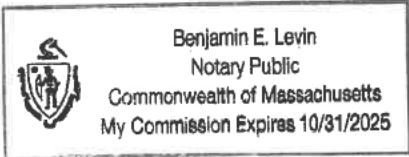
**PRINT AND SIGN**

PRINTED NAME: Manoj Rimal	APPLICANT/EMPLOYEE SIGNATURE:
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**NOTARY INFORMATION**

On this 9/13/11 before me, the undersigned notary public, personally appeared Manoj Rimal  
 (name of document signer), proved to me through satisfactory evidence of identification, which were driver's license  
 to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

Benjamin E. Levin  
 NOTARY



**DIVISION USE ONLY**

REQUESTED BY:	
	<small>SIGNATURE OF CORI-AUTHORIZED EMPLOYEE</small>

The DCI Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identify Theft PIN Number by the DCI. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCI via mail or by fax to (617) 860-4614.



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 Boston, MA 02114

DEBORAH B. GOLDBERG  
 TREASURER AND RECEIVER GENERAL

**CORI REQUEST FORM**

JEAN M. LORIZIO, ESQ.  
 CHAIRMAN

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

**ABCC LICENSE INFORMATION**

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>		LICENSEE NAME:	Sunny Side Enterprises, Inc	CITY/TOWN:	Cambridge
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**APPLICANT INFORMATION**

LAST NAME:	Dhungel	FIRST NAME:	Prabhu	MIDDLE NAME:	N.
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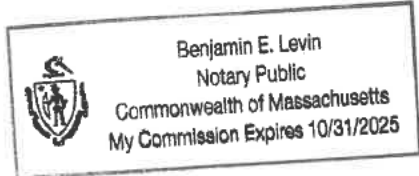
**PRINT AND SIGN**

PRINTED NAME:	Prabhu N. Dhungel	APPLICANT/EMPLOYEE SIGNATURE:	<i>Prabhu Dhungel</i>
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**NOTARY INFORMATION**

On this 9/13/20 before me, the undersigned notary public, personally appeared Prabhu N. Dhungel  
 (name of document signer), proved to me through satisfactory evidence of identification, which were driver's license  
 to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

*[Signature]*  
 Benjamin E. Levin  
 NOTARY



**DIVISION USE ONLY**

REQUESTED BY:	
---------------	--

SIGNATURE OF CORI-AUTHORIZED EMPLOYEE

The DCI Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCI. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCI via mail or by fax to (617) 660-4634.



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JEAN M. LORIZIO, ESQ.  
 CHAIRMAN

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**ABCC LICENSE INFORMATION**

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>		LICENSEE NAME: Sunny Side Enterprises, Inc	CITY/TOWN: Cambridge
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**APPLICANT INFORMATION**

LAST NAME: Simkhada	FIRST NAME: Prakash	MIDDLE NAME:
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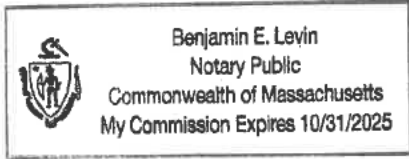
**PRINT AND SIGN**

PRINTED NAME: Prakash Simkhada	APPLICANT/EMPLOYEE SIGNATURE:
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**NOTARY INFORMATION**

On this 9/11/2020 before me, the undersigned notary public, personally appeared Prakash Simkhada  
 (name of document signer), proved to me through satisfactory evidence of identification, which were driver's license  
 to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

Benjamin E. Levin  
 NOTARY



**DIVISION USE ONLY**

REQUESTED BY:	
	<small>SIGNATURE OF CORI-AUTHORIZED EMPLOYEE</small>

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



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DEBORAH B. GOLDBERG  
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CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.  
 CHAIRMAN

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**ABCC LICENSE INFORMATION**

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>		LICENSEE NAME: Sunny Side Enterprises, Inc	CITY/TOWN: Cambridge
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**APPLICANT INFORMATION**

LAST NAME: Ghimire	FIRST NAME: Ramesh	MIDDLE NAME:
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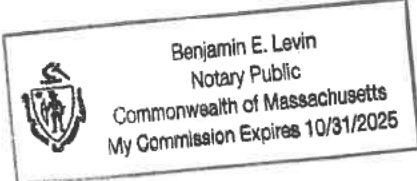
**PRINT AND SIGN**

PRINTED NAME: Ramesh Ghimire	APPLICANT/EMPLOYEE SIGNATURE:
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**NOTARY INFORMATION**

On this 9/13/24 before me, the undersigned notary public, personally appeared Ramesh Ghimire  
 (name of document signer), proved to me through satisfactory evidence of identification, which were driver's license  
 to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

Benjamin E. Levin  
 NOTARY



**DIVISION USE ONLY**

REQUESTED BY:	
	<small>SIGNATURE OF CORI-AUTHORIZED EMPLOYEE</small>

The DCII Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCII. 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 DCII via mail or by fax to (617) 660-4614.



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 Boston, MA 02114

DEBORAH B. GOLDBERG  
 TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.  
 CHAIRMAN

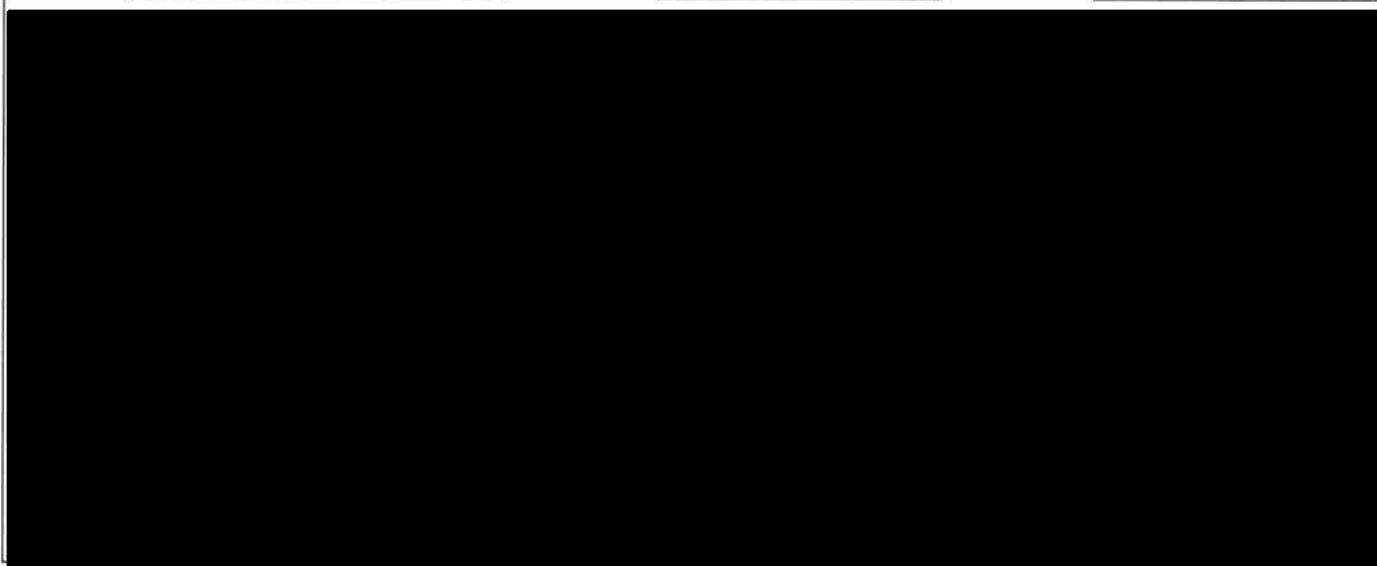
The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license,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

**ABCC LICENSE INFORMATION**

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>		LICENSEE NAME: Sunny Side Enterprises, Inc	CITY/TOWN: Cambridge
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**APPLICANT INFORMATION**

LAST NAME: Ray	FIRST NAME: Sanjay	MIDDLE NAME:
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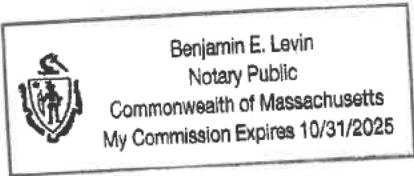
**PRINT AND SIGN**

PRINTED NAME: Sanjay Ray	APPLICANT/EMPLOYEE SIGNATURE: <i>Sanjay Ray</i>
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**NOTARY INFORMATION**

On this 9/13/20 before me, the undersigned notary public, personally appeared Sanjay Ray  
 (name of document signer), proved to me through satisfactory evidence of identification, which were driver's license  
 to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

*[Signature]*  
 Benjamin E. Levin  
 NOTARY



**DIVISION USE ONLY**

REQUESTED BY:	
	<small>SIGNATURE OF CORI-AUTHORIZED EMPLOYEE</small>

The DCIJ Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identify Theft PIN Number by the DCIJ. 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 DCIJ via mail or by fax to (617) 660-4614.



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**CORI REQUEST FORM**

JEAN M. LORIZIO, ESQ.  
 CHAIRMAN

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**ABCC LICENSE INFORMATION**

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>		LICENSEE NAME:	Sunny Side Enterprises, Inc	CITY/TOWN:	Cambridge
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**APPLICANT INFORMATION**

LAST NAME:	Paudel	FIRST NAME:	Susheel	MIDDLE NAME:	Chandra
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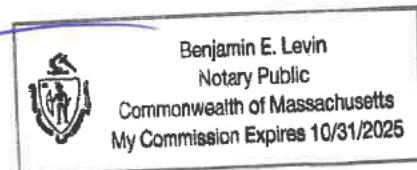
**PRINT AND SIGN**

PRINTED NAME:	Susheel Paudel	APPLICANT/EMPLOYEE SIGNATURE:	<i>Susheel Paudel</i>
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**NOTARY INFORMATION**

On this 9/13/14 before me, the undersigned notary public, personally appeared Susheel Paudel  
 (name of document signer), proved to me through satisfactory evidence of identification, which were driver's license  
 to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

*[Signature]*  
 Benjamin E. Levin  
 NOTARY



**DIVISION USE ONLY**

REQUESTED BY:	
<small>SIGNATURE OF CORI-AUTHORIZED EMPLOYEE</small>	

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DEBORAH B. GOLDBERG  
TREASURER AND RECEIVER GENERAL

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JEAN M. LORIZIO, ESQ.  
CHAIRMAN

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**ABCC LICENSE INFORMATION**

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>		LICENSEE NAME:	Sunny Side Enterprises, Inc	CITY/TOWN:	Cambridge
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**APPLICANT INFORMATION**

LAST NAME:	Paneru	FIRST NAME:	Umesh	MIDDLE NAME:	
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**PRINT AND SIGN**

PRINTED NAME:	Umesh Paneru	APPLICANT/EMPLOYEE SIGNATURE:	
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**NOTARY INFORMATION**

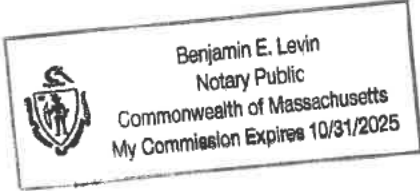
On this 9/13/24 before me, the undersigned notary public, personally appeared Umesh Paneru  
 (name of document signer), proved to me through satisfactory evidence of identification, which were driver's license  
 to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

Benjamin E. Levin  
NOTARY

**DIVISION USE ONLY**

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





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JEAN M. LORIZIO, ESQ.  
 CHAIRMAN

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**ABCC LICENSE INFORMATION**

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>		LICENSEE NAME: Sunny Side Enterprises, Inc	CITY/TOWN: Cambridge
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**APPLICANT INFORMATION**

LAST NAME: Lamichhane	FIRST NAME: Yadav	MIDDLE NAME:
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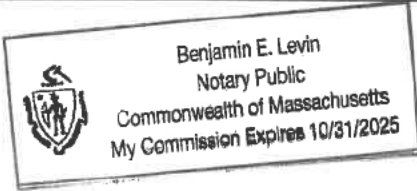
**PRINT AND SIGN**

PRINTED NAME: Yadav Lamichhane	APPLICANT/EMPLOYEE SIGNATURE:
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**NOTARY INFORMATION**

On this 08/11/2020 5/13/20 before me, the undersigned notary public, personally appeared Yadav Lamichhane  
 (name of document signer), proved to me through satisfactory evidence of identification, which were driver's license  
 to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

Benjamin E. Levin  
 NOTARY



**DIVISION USE ONLY**

REQUESTED BY:	
---------------	--

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

## ASSET PURCHASE AND SALE AGREEMENT

### WALDEN LIQUORS

8/6/2021

This Asset Purchase and Sale Agreement made this \_\_\_ day of August, 2021 (the "Agreement"), between JMMS Liquors, Inc., doing business as "Walden Liquors", a Massachusetts corporation having its principal office at 17 Regency Drive, Unit 3, Dracut, Massachusetts, (hereinafter referred to as the "SELLER") and Sunny Side Enterprises, Inc., a duly organized and existing Massachusetts Limited Liability Company of 8 Teresa Circle, Arlington, Massachusetts (hereinafter referred to as the "BUYER").

#### RECITALS:

WHEREAS, the SELLER owns and operates a retail liquor package store, known as, "Walden Liquors" (hereinafter referred to as the "Business") located at 18R Walden Street, Concord, Massachusetts (hereinafter referred to as the "Premises");

WHEREAS, the SELLER is the holder of a certain Retail Package Store All-Alcoholic Beverages License (hereinafter the "Liquor License" or the "License") exercised at the Premises as issued by the Licensing Board for the Town of Concord (hereinafter the "Board") and the Massachusetts Alcoholic Beverages Control Commission (hereinafter the "ABCC"); and

WHEREAS, the BUYER desires to purchase all assets currently used in the operation of the Business including in-store inventory and specifically including the License from the SELLER, and the SELLER desires to sell, assign and transfer such assets to the BUYER, upon the terms and subject to the conditions hereinafter set forth.

NOW THEREFOR, in consideration of the mutual agreements and covenants herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **SALE OF ASSETS:** Effective as of the Closing Date (as defined in Paragraph 16) and subject to the terms and conditions set forth herein, SELLER hereby agrees to sell, convey, transfer and deliver to the BUYER, and BUYER hereby agrees to purchase (subject to all necessary approvals) the following assets currently owned and utilized by SELLER in connection with the operation of the Business (collectively referred to as the "Purchased Assets"):

Upon the terms and subject to the conditions contained in this Agreement, at the Closing (as such term is defined herein), the SELLER shall sell, assign, transfer and convey to the Buyer and Buyer shall purchase, acquire and accept from the SELLER, all tangible and intangible assets of the SELLER used in or required for the operation of the Business (other than Excluded Assets, as such term is defined herein), free and clear of any and all Liens (other than Permitted Encumbrances), including, without limitation: (a) all registered or unregistered trademarks, trademark applications, tradenames (however, the only trade name that Seller is aware of is the unregistered trade name "Walden Liquors"), all internet domain names, websites, web addresses, URLs (however the only such internet/web/url name that Seller is aware of is Waldenliquors.com) phone numbers, leasehold improvements and fixtures, furniture and equipment, a list of which is attached hereto as SCHEDULE 1(B), however the Coca-Cola cooler was provided by the distributor or vendor as a convenience and is not owned by the SELLER and SELLER does not own the Lottery related equipment); (b) all rights and interests of the SELLER in and to any contracts for the purchase of materials, supplies and services and the sale of products and services, equipment leases, and leases to which the SELLER is a party and the BUYER expressly agrees to assume; (c) all Inventory; (d) all of the SELLER's books and records and sales information and other data which are included within the computer system used for the system and being conveyed to BUYER, ; (e) all of the SELLER's goodwill, , technology;; (f) all permits, special licenses, registrations, certificates, consents, orders, authorizations, and approvals of all, state or local governmental or regulatory authorities or industrial bodies (including the SELLER's Liquor License), which are held by the SELLER to the extent the same are transferable;.

**ALLOCATION OF PURCHASE PRICE:** The parties agree that the Purchase Price shall be allocated among the various categories of the Purchased Assets as set forth in Schedule 1(A) attached hereto. The Buyer and the Seller (i) shall execute and file all tax returns using the allocation set forth on said Schedule , and (ii) shall not take any position on any tax return before any governmental entity or in any judicial proceeding that is inconsistent with such an allocation. The Seller and the Buyer shall each timely file a Form 8594 with the IRS in accordance with the requirements of Section 1060 of the Internal Revenue Code of 1986 as amended.

2. **EXCLUDED ASSETS:** Notwithstanding anything to the contrary contained above, the Purchased Assets shall not include, and shall specifically exclude, the following assets (the "Excluded Assets"):

- a. any capital stock or equity interest in the SELLER;
- b. all foreign, federal, state or local tax refunds, tax refund claims and tax credits, deductions or other tax benefits of the SELLER relating to periods prior to the Closing Date;

- c. Lottery commissions for sales prior to the Closing;
- d. all of the SELLER's rights to claims, actions, causes of action and similar claims, judgments and demands of whatever nature;
- e. all accounts payable of the SELLER;
- f. Omitted
- g. all of SELLER's deferred charges, advance payments, prepaid items, security and other deposits, including the security deposit under the Seller's lease for the Premises, claims for refunds, rights of offset, and credits of all kinds;
- h. the consideration received by the SELLER pursuant to this Agreement;
- i. all cash, bank or investment accounts;
- j. motor vehicles;
- k. personal property listed on Schedule 2(k); and
- l. the rights of the SELLER under this Agreement.

3. **NO ASSUMPTION OF LIABILITIES:** On and after the Closing Date, the BUYER shall assume and agree to pay, perform and discharge the obligations of the SELLER arising under the terms of each agreement and contract, which are expressly agreed to be assumed by the BUYER at the Closing, if any ("Assumed Liabilities"). Notwithstanding the foregoing, the BUYER shall not assume or agree to perform, pay or discharge, and the SELLER shall remain unconditionally liable for all obligations, liabilities and commitments, presently existing or contingent, of the SELLER, including, without limitation: (i) any and all liabilities of the SELLER with respect to the Purchased Assets or the Excluded Assets; (ii) the Business (including, without limitation, liabilities for all environmental, employee, ecological, immigration, health, safety, unemployment, workers compensation or any other claims arising out of, resulting from or relating to the Business for the period ending on or before the Closing Date); (iii) any and all liabilities with respect to any federal, state or local Taxes required to be paid by the SELLER or the Owners or with respect to the Purchased Assets or the Business for any period ending on or before the Closing Date; (iv) any and all liabilities arising out of the termination of the SELLER's insurance policies, leases, contracts and employee benefit pension and profit sharing plans and severance obligations; (v) any and all liabilities of the SELLER arising in connection with any claim, litigation or proceeding with respect to the operation of the Business for the period ending on or before the Closing Date; (vi) any and all liabilities incurred by the SELLER or the Owners in connection with the negotiation, execution or performance of this Agreement (including, without limitation, all legal, accounting, brokers' finders and other professional fees and expenses); (vii) any and all liabilities relating to any Indebtedness, and (viii) any and all

liabilities incurred by the SELLER or the Owners subsequent to the Closing Date (collectively with respect to all of the SELLER, the "Retained Liabilities.

Without limiting the foregoing, BUYER shall have no responsibility with respect to the following, whether or not disclosed in a schedule or exhibit hereto:

a. Liabilities and obligations arising from transactions with any shareholder of the SELLER or any person or organization controlled by, controlling or under common control with any of the same or liabilities to any dissenting shareholder;

b. Liabilities and obligations for taxes of any kind, specifically including meals tax, sales tax, withholding tax, employment and payroll related tax, franchise and corporate income tax, each as accruing prior to the Closing; and taxes imposed on the Seller, related to or arising from the actions taken pursuant to this Agreement; and

c. Legal fees and costs incurred by SELLER in connection with the negotiations and preparation of this Agreement, the transfer application documents or the Closing documents set out herein. The BUYER shall be solely responsible for all fees, costs and expenses payable on account of the transfer of the licenses to be transferred to the BUYER hereunder.

4. PURCHASE PRICE: The purchase price for the Purchased Assets shall be the sum of Three Hundred Seventy-Five Thousand and 00/100 (\$375,000.00) Dollars (the "Purchase Price"), which amount shall not include the cost of inventory as set out in Paragraph 5 below, payable by the BUYER to the SELLER as follows:

a. At the time of execution of this agreement, the BUYER shall deliver the sum of Twenty Five Thousand Dollars and 00/100 (\$25,000.00) Dollars, which sum is in addition to the \$15,000.00 paid with the "Offer to Purchase" (collectively the "Deposit") to be held in escrow by Liquor License Advisor, as the Escrow agent hereunder to be credited toward the Purchase Price. The Escrow shall be held subject to the Escrow Conditions attached hereto as Exhibit A.

b. The balance of the purchase price (excluding the amount due to the SELLER for Inventory under Para. 5 below,) of Three Hundred Thirty-Five Thousand and 00/100 (\$335,000.00) Dollars, shall be paid by BUYER to SELLER at the Closing by certified bank check, wire transfer to an account designated by the SELLER or check drawn on an attorney's IOLTA account, in United States currency.

c. The amount due to the SELLER for Inventory under Para. 5 below, shall be paid at the Closing by means of a Secured Promissory Note due and payable within one (1) year of the closing payable in twelve (12) equal monthly installments of principal, without interest, in form and substance as set forth in Schedule 4(c) attached hereto (the "Note").

d. Security: The Note will be secured by a first priority security interest in all the inventory as set forth in a Security Agreement and Financing Statement dated as of the Closing

date (the "Security Agreement" in form and substance set forth in Schedule 5(b)). In addition, all of the BUYER'S obligations to the SELLER however characterized (the "Obligations") will be subject to Personal Guarantees given by Umesh Paneru and Susheel Paudel (the "Personal Guarantors"). The Guaranties shall be in form and substance as set forth in Schedule 5(c). The obligations of each such Guarantor shall be joint and several together with all of the other Personal Guarantors. Such documents, together with various other instruments securing the Note (the terms and provisions of all of which are incorporated herein by reference) are hereinafter referred to as the "Security Instruments".

5. PURCHASE OF INVENTORY: BUYER acknowledges that the Purchase Price set forth in Paragraph 4 is exclusive of amounts which shall be paid by BUYER to SELLER for alcoholic beverages contained in sealed bottles and/or containers, foodstuffs, non-alcoholic beverages and other saleable items which, in the reasonable judgment of the parties or the professional inventory valuation service engaged by them, are suitable for sale to the public at no less than their wholesale cost of the in-store inventory, , the "Inventory").

After the close of business on the day prior to the Closing Date, a count of the Inventory shall be taken by SELLER and BUYER, their respective representatives, or by a professional inventory service as mutually agreed upon by the parties. If the parties elect to use an outside inventory service, each party shall be billed separately for one-half of the cost. At the Closing, the BUYER shall purchase the Inventory and shall pay the SELLER for same on a dollar-for-dollar cost-basis at SELLER's last wholesale invoice cost (the "Purchased Inventory"). The value of the Purchased Inventory shall be in addition to the Purchase Price as set forth in Paragraph 4. The dollar amount of the Purchased Inventory shall be paid at the Closing by either the Note and Security Agreement described in Paragraph 4 above or by certified bank check, wire transfer to an account designated by the SELLER or check drawn on an attorney's IOLTA account, in United States currency, or by a combination of both.

6. ADJUSTMENTS: The parties agree that the following adjustments shall be made and accounted for on the Closing Date:

Adjustments for utilities, prepaid fees for the licenses and permits, including, without limitation, the Liquor License (if the same are subject to apportionment), and any other prepaid items shall be made as of the Closing Date and said amount thereof shall be added or deducted from the Purchase Price as the case may be, payable by the parties at the time of the Closing.

7. DEPOSITS: All deposits shall be held by Escrow Agent, in accordance with the provisions of the Escrow Terms attached hereto as Exhibit A; and shall be duly accounted for at the Closing. In the event that the transaction is not completed:

A. due to BUYER's inability, despite timely and diligent efforts to obtain the transfer of the license upon which this transaction is conditioned ( see: Paragraph 12); or

B. (omitted)

C. if the SELLER, without just cause, is, at the time of the Closing, in material non-compliance with the Conditions set forth in Paragraph 15 (a) – (c ) and (e) - (i), (unless reasonably acceptable arrangements have been made with regard to (b), (g), (h) and (i) to cure the same within ten (10) days and the date of the Closing shall be extended accordingly;

then the SELLER shall return all deposit amounts to the BUYER within two (2) business days of the receipt of documentary evidence of (i) the denial by the local Board of Selectmen or the ABCC of the transfer of such license to the BUYER accompanied by a written notice from the BUYER exercising its option to terminate the transaction on such account, or (ii) because of material non-compliance of the SELLER with regard to the Conditions set forth in Paragraph 15 (a) – (c ) and (e) - (i), (unless reasonably acceptable arrangements have been made with regard to (b), (g), (h) or (i) to cure the same within ten (10) days and the date of the Closing shall be extended accordingly); then the return of such deposits shall be BUYER's sole and exclusive remedy at law or in equity against the SELLER. Upon the return of such deposits, this Agreement shall be void and without recourse to the parties hereto, except that, in the event that the BUYER elects to terminate the transaction because of material non-compliance in accordance with (C) above, then the BUYER shall have the additional remedies set forth in Paragraph 8(d).

#### 8. EVENTS OF DEFAULT:

a. DEFAULT BY THE BUYER: In the event that the BUYER shall default under the terms of this Agreement at or prior to the Closing, then all deposits made hereunder by the BUYER shall be paid over to the SELLER as liquidated damages and not as a penalty for said non-performance, all other obligations of all parties hereto shall cease, the same shall constitute the SELLER's sole and exclusive remedy at law or in equity, and this Agreement shall be void and without further recourse to the parties.

9. REPRESENTATIONS AND COVENANTS OF THE SELLER: The SELLER represents the following to be true, complete and accurate to the best of the SELLER's knowledge and belief as of the execution hereof and as of the Closing Date:

a. Title. The SELLER has good and marketable, indefeasible, fee simple title to all of the Purchased Assets (whether real, personal, tangible or intangible) free and clear of any claims, liens or encumbrances of any nature. The Purchased Assets will not be subject to any lien or encumbrance at the time of Closing.

b. License. Without limiting the foregoing, SELLER is the legally authorized holder of the Liquor License and there are no proceedings now pending or threatened against SELLER in relation to said License. There are no outstanding notices or violations pending or issued against the License by any applicable local, state or federal government agency including but not limited to the Board of Selectmen and the ABCC. SELLER represents that it has paid or will have paid prior to the Closing all food, beverage, and alcoholic beverage purveyors.

c. Removal of Liens or Encumbrances. The closing attorney shall, at the time of Closing, disburse such portion of the proceeds of the sale as is necessary to remove any liens or encumbrances on the Purchased Assets, including but not limited to outstanding amounts owed food, beverage, and alcoholic beverage purveyors, and SELLER shall be solely responsible for any costs, expenses and legal fees associated with removing any such liens or encumbrances, which amounts shall also be disbursed from SELLER's proceeds of the sale.

d. Organization. The SELLER is a duly organized and existing Massachusetts corporation in good standing. The SELLER has corporate power to carry on the Business as it is now being conducted and has no provisions in its By-Laws or Articles of Organization inconsistent with the transaction contemplated hereunder. All actions needed to approve this Agreement have been or will be taken and all corporate actions needed to authorize the performance of SELLER's obligations hereunder will be taken by the time of Closing.

e. Authority. The SELLER represents that the person or persons signing this Agreement on behalf of the corporation have been duly authorized by the corporation to do so and that the same constitutes a binding and legal obligation of the corporation.

f. Contracts. The SELLER's execution, delivery, and performance of this Agreement does not and will not (i) contravene or conflict with the corporation's documents applicable to SELLER or any other agreement, instrument, judgment, decree, statute or regulation to which SELLER is subject, or (ii) constitute any default under or give rise to any right of termination, cancellation or acceleration of any right or obligation of SELLER under any provision of any other agreement except as otherwise contemplated hereunder.

g. Litigation. There is no investigation, suit, legal action or administration, arbitration or other proceeding (or any basis therefore), pending or threatened against SELLER or SELLER's shareholders or the Purchased Assets which might adversely affect the Purchased Assets or the Business of the SELLER which if determined or resolved adversely in accordance with the plaintiffs demands in any manner challenges or seeks to prevent, enjoin, alter or delay the transactions contemplated hereby. There are no unsatisfied or outstanding judgments, orders, decrees or stipulations affecting the SELLER or the Purchased Assets.

h. Permits and Approvals. SELLER represents that all licenses and permits of the Business (including but not limited to the Liquor License) are now and at the time of Closing shall be

validly existing and in compliance with the required standards of any and all local, state and federal governmental agencies including but not limited to proper renewals of the same.

i. Brokers. The parties hereby acknowledge and warrant that neither has dealt with any agent or broker who would be entitled to receive a commission on account of this transaction except for SELLER's broker: Liquor License Advisor of Suite 1, 2036 Ocean St, Marshfield, MA 02050, who will be paid a commission by SELLER if and when the closing occurs and not otherwise in accordance with a separate agreement. Each party agrees to hold the other harmless from and against any and all claims, losses, costs and damages (including attorney's fees) incurred or suffered by such party as a result of the breach of the representations and warranties of this sub-paragraph.

j. Tax Compliance. SELLER has filed all tax returns, federal, state and local, required to be filed by it and has paid all taxes owed by it. Adequate provision has been made for the payment of taxes which have not yet accrued or otherwise become due and such taxes shall be paid promptly when due. No taxing authority is now asserting, or threatening to assert against SELLER any deficiency or claim for additional taxes or interest thereon, or penalties in connection therewith.

k. Disclosure. No representation made by the SELLER and none of the documents or information delivered to BUYER in connection with the transactions contemplated by this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained therein not misleading.

#### 10. SELLER'S ADDITIONAL COVENANTS:

The SELLER covenants and agrees that:

a. Certificate of Tax Compliance. Within twenty (20) days of the execution of this Agreement SELLER shall deliver to BUYER (a) a current Certificate of Good Standing by the Massachusetts Department of Revenue (the "MDOR") for the Seller corporation; (b) a list of all Officer(s), Director(s) and Stockholder(s) of the SELLER transferor (Attached as Schedule 10(a)); (c) a corporate vote authorizing the transfer of the License; (d) a current Certificate of Legal Existence and Good Standing for the Seller corporation issued by the Massachusetts Secretary of State; (e) a copy of the current License; and (f) confirmation from Massachusetts Department of Unemployment Assistance (the "MDUA") that there are no outstanding obligations of the SELLER which could delay or interfere with the approval of the transfer of the License.

b. Cooperation with Closing and Accounting for Lottery License. SELLER agrees to cooperate with BUYER to coordinate the closing of the SELLER's existing lottery account with

the Massachusetts Lottery Commission (the "MLC") immediately upon notice of approval of the transfer of the Liquor License by the ABCC, and to take any actions necessary so that the closing of the lottery account does not create any delay in the Closing Date.

c. Certification of Non-Delinquency in Accordance with M.G.L. c.138. The SELLER shall pay beer, wine, alcoholic beverages and non-alcoholic beverages purveyors, if any, in full prior to the Closing Date or at the time of Closing. Without limiting the foregoing, the SELLER shall pay any and all amounts necessary to remove SELLER from the ABCC's delinquency list as applicable on or before the Closing Date. SELLER may use a portion the sale proceeds to pay such amounts.

d. Conduct of Business. The SELLER hereby warrants that the Business is currently open and fully operational and that the SELLER will continue to operate the Business in the ordinary course, including but not limited to ordering, maintaining and selling inventory in the normal course, and obtaining any and all renewals and continued compliance with all licenses and permits, up to and including the Closing Date.

11. REPRESENTATIONS AND COVENANTS OF THE BUYER: The BUYER represents and warrants the following to be true, complete and accurate as of the execution hereof and as of the Closing Date:

a. Authority. The BUYER materially represents that the person or persons signing this Agreement are duly authorized to do so and that the same constitutes a binding and legal obligation upon the BUYER.

b. Contracts. The BUYER's execution, delivery, and performance of this Agreement does not and will not (i) contravene or conflict with any documents applicable to BUYER or any other agreement, instrument, judgment, decree, statute or regulation to which BUYER is subject, or (ii) constitute any default under or give rise to any right of termination, cancellation or acceleration of any right or obligation of BUYER under any provision of any other agreement.

c. To the best of the BUYER'S actual knowledge, none of the documents or information delivered to SELLER in connection with the transactions contemplated by this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained therein not misleading.

d. Buyer Representations: The BUYER warrants that the information and representations contained in Schedules 1 and 5(d) are true, complete and accurate, and fairly represent the persons having an interest in the BUYER, and the financial condition of the makers and guarantors of the Note.

12. TRANSFER OF LICENSE: Promptly and not more than 10 days of receipt from the SELLER of the items listed in paragraph 10(a) above, the BUYER will file and diligently pursue an application for the transfer of the Liquor License (the "License") currently held by the SELLER. The SELLER and the BUYER each agree to execute and deliver such other documents, certificates, agreements and other writings as required and to take such other actions as may be necessary or desirable in connection with the transfer of the License from SELLER to BUYER by the Town of Concord. Once the Transfer of the License has been approved by the ABCC, the BUYER will not accept delivery of the transferred license until the Closing has been completed and all funds and documents have been delivered to the SELLER's counsel, whereupon the SELLER shall complete the transfer of the License.

The BUYER represents and warrants that it has no knowledge of any facts or circumstances which would render it ineligible to hold the License or of any facts or circumstances relating to the persons or entities who will be listed on the application as having an interest in the proposed License which are likely to cause the licensing authorities to deny the application.

If, despite using its reasonable efforts, BUYER has not obtained approval for the transfer of the Liquor License from the Board and the ABCC on or before One Hundred and Twenty (120) days from the execution date of this Agreement ("Outside Closing Date"), then, unless otherwise agreed upon by the parties, all other obligations of all parties hereto shall cease, the deposits held hereunder shall be immediately rendered to BUYER, and this Agreement shall be void and without recourse to the parties hereto. Notwithstanding the foregoing, if by said Outside Closing Date the Local Licensing Authority has voted to approve the license transfer, but the ABCC has not yet approved said transfer, said date shall be extended for such additional time as is necessary, but in no event more than thirty (30) days, provided only that the Buyer is proceeding diligently and in good faith.

Except as otherwise provided herein, the BUYER shall be solely responsible for the transfer of the Liquor License, and BUYER shall diligently pursue the same and respond to all inquiries and reasonable requests for information from all applicable governmental entities and agencies. SELLER shall provide evidence of complete release and clearance of any and all liens and encumbrances associated with the Liquor License to the reasonable satisfaction of the BUYER, including but not limited to any outstanding payments due by SELLER to the MDOR and the Massachusetts Department of Unemployment Assistance (the "MDUA") and confirmations by vendors of current accounts. Evidence of the same shall be provided by the SELLER to the BUYER in the form of a Certificate of Good Standing and a Certificate of Tax Lien Waiver from the MDOR and written release by the MDUA with regard to its satisfaction of any outstanding tax and/or unemployment assistance debt attributed to the Business. The SELLER and the BUYER will respond promptly to requests for necessary information or documentation received from the Selectmen, the ABCC, the DOR and other agencies having jurisdiction over the transaction.

13. CLOSING DOCUMENTS: At the Closing, subject to the terms and conditions herein set forth, the balance of the consideration shall be paid as set out in Paragraphs 4 and 5 and SELLER shall deliver to BUYER such further documents of assignment as are customary in similar transactions including but not limited to:

a. Title Documents. Appropriate instruments, including an original executed Warranty Bill of Sale and assignments, containing a certification and warranty of the transfer and conveyance of good and marketable title to BUYER of the Purchased Assets free and clear of any liens, encumbrances and/or liability of any nature.

b. Corporate Votes. A corporate vote duly executed by the SELLER as to the due adoption by the officers, directors and shareholders of the SELLER of resolutions authorizing (i) the transaction to be performed by the SELLER under this Agreement and (ii) the officers, directors and shareholders of the SELLER to do all acts and deeds necessary or desirable to accomplish the transactions to be performed by the SELLER under this Agreement.

c. Good Standing Certificates. A Certificate of Good Standing and Legal Existence issued by the Massachusetts Secretary of the Commonwealth and an updated and valid Certificate of Good Standing and a Certificate of Tax Lien Waiver issued by the MA DOR under M.G.L. ch. 62C sec. 52.

d. Vendor Information. Within ten (10) days of the approval by the Board of Selectmen of the transfer of the License the SELLER will to furnish a list of its existing creditors and vendors, their contact information and SELLER's account information with such creditors and vendors to BUYER, along with the recent statements from creditors/vendors showing balances and amounts due. SELLER agrees to use diligent efforts to get updated invoices from creditors/vendors as set out herein for the purpose ensuring payment of the same and in anticipation of the preparation of the Settlement Statement at Closing. After receipt of the foregoing list, the BUYER may, in its discretion, contact said creditors and vendors to determine amounts due as of Closing Date to verify the information provided by the SELLER .

And the BUYER shall deliver to the SELLER:

a. The balance of the Consideration to be paid to the SELLER at the Closing as set forth in Paragraph 4(b).

b. The Secured Promissory Note Payable in 12 Months as set forth in and set forth in in Paragraph 4(c) .

c. The Personal and Entity Guarantees of the Note as set forth in Paragraph 4 (c) in form and substance as set forth in SCHEDULE 4(c).

d. The Security Agreement as set forth in Paragraph 4(b) in form and substance as set forth in SCHEDULE 4(b), and

e. SELLER is a tenant under and exiting lease with the owner of the Premises ("Landlord"). BUYER shall deliver to SELLER (or caused to be delivered to SELLER) an agreement from the Landlord that the Landlord has entered into satisfactory arrangements with the BUYER and that the SELLER has been released from all obligations under the Lease as of the date of the Closing.

14. INDEMNIFICATION: The parties agree to defend, indemnify and hold each other harmless on account of any material breach of the representations and warranties contained herein provided that written notice thereof (with a detailed description of the same) is given. SELLER further agrees to defend, indemnify and hold the BUYER harmless on account of any claims against the Assets and any Liens and/or Encumbrances on the Assets not paid prior to or at the time of Closing by the SELLER as is necessary to remove any liens or encumbrances on the Purchased Assets and for any costs, expenses and legal fees incurred by the BUYER associated with such claims and/or removing any such liens or encumbrances. In the event that the parties are unable to resolve any such claim or dispute within thirty (30) days of said notice, the same shall be resolved by final and binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, or such other arbitrator as may be agreed upon by the parties, for binding arbitration; and judgment upon the award rendered by the arbitrator or arbitrators may be entered in any court having jurisdiction. The arbitration will be conducted in the English language in the City of Boston, Massachusetts, in accordance with the provisions of M.G.L. ch. 251

15. CONDITIONS TO CLOSING: Notwithstanding anything to the contrary herein, the obligation of the BUYER to purchase and pay for the Purchased Assets at the Closing and the obligation of the SELLER to convey said Assets is expressly conditioned upon and subject to the fulfillment or waiver prior to Closing of the following conditions:

a. Transfer of Liquor License. BUYER shall have obtained final written approval from the Board and the ABCC as to the transfer of the Liquor License to BUYER pursuant to the terms set forth in this Agreement.

b.

c. Closing of Lottery License. SELLER agrees to cooperate with BUYER to coordinate the closing of the SELLER's existing lottery account with the MLC immediately upon notice of approval of the transfer of the Liquor License by the ABCC, and to take any actions necessary so that the closing of the lottery account does not create any delay in the Closing Date. The Closing is subject to the closing of the SELLER's lottery account with the MLC, full accounting and payment of any and all amounts owed, and the opening of a new account with the MLC for the BUYER's operation of a lottery license at the Premises.

d. Approval of Permits and Licenses. The acquisition contemplated herein shall have been approved by any and all government agencies and third parties from whom such approval is required, and the BUYER shall obtain the transfer and/or approval of all permits, licenses and other authorizations necessary for the operation of the Business, including the lottery license.

e. omitted

f. omitted.

g. No Change. Between the date hereof and the Closing Date there shall have been no material adverse change in the Business or the Purchased Assets which would prevent the BUYER from operating a retail package store business in a form substantially similar to that which exists as of the date of this Agreement.

h. Compliance with Agreement. SELLER shall have complied with all of its obligations as set out in this Agreement including but not limited to conducting the inventory of the Purchase Inventory in accordance with Paragraph 5, maintaining the same in compliance with Paragraph 10(e), and the substantial accuracy in material respects of the information provided under Paragraph 13(d) as of the time said information was provided.

i. Walk Through. On the Closing Date, BUYER shall be afforded an opportunity to perform a final walk-through of the Business, Purchased Assets and Purchased Inventory to ensure that SELLER has complied with all requirements of this Agreement.

j. Payment of Obligations. The SELLER shall have paid any and all outstanding liabilities and obligations related to the Purchased Assets including, but not limited, to all amounts owed to liquor vendors whether or not the License has been placed on the delinquency list or the same has resulted in a recorded lien. SELLER shall obtain a complete release and clearance of any and all liens and encumbrances associated with the License, including but not limited to any outstanding payments due to the MDUA, MDOR and any and all payments due to alcoholic beverage wholesalers. Failing such release and clearance, it is expressly agreed and understood that at BUYER's option the BUYER may proceed with the transaction and withhold any required funds from the amount due at Closing, to satisfy any such liens or encumbrances. In the event that BUYER exercises this election additional funds shall be withheld from the Purchase Price due to the SELLER for the payments of any and all costs and fees associated with satisfaction of such liens or encumbrances including but not limited to BUYER's attorney's fees related thereto.

k. omitted

l. omitted

m. Accuracy of Representations. The BUYER is reasonably satisfied that the representations and covenants of the SELLER in connection with this transaction are substantially true and correct in all material respects.

- n. Deliveries of the BUYER. The BUYER shall deliver the following:
  - i. The Consideration due hereunder for the Assets
  - ii. The Consideration due for the Inventory
  - iii. The Secured Promissory Note
  - iv. Clerk's Certificate with regard to legal existence, incumbency, and vote authorizing the execution of the Promissory Note and the Security Agreement
  - v. Secretary of State Certificate of Good Standing
  - vi. The Personal Guaranties.

16. CLOSING DATE: The closing shall take place at the office of Levin and Levin LLP, or at some other place mutually agreed to by the parties, in or within ten (10) days after the approval by the ABCC of the License transfer. Upon receipt of the approval of the transfer, the BUYER shall notify the SELLER's attorney and the parties shall cooperate in setting a mutually agreeable closing time and date no later than noon on the tenth (10th) calendar day after said approval (or, if not a business day, then the next business day thereafter).

17. SELLER'S COOPERATION: SELLER covenants that it will execute and deliver all such documents and instruments and take all such action as BUYER may reasonably request in order to further effectuate the purpose of this agreement and to carry out the terms hereof.

18. BENEFIT: This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, heirs and legal representatives, provided that neither party shall assign any of its rights hereunder without the prior written consent of the other.

19. MISCELLANEOUS:

a. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same Agreement and shall become effective upon delivery to each of the parties.

b. Entire Agreement. This Agreement contains the entire agreement between the parties and any other executory agreement hereafter made shall be ineffective to change modify or discharge in whole or part unless such executory agreement is in writing and signed by the party against whom enforcement of the change, modification or discharge is sought.

c. Non-Waiver. The failure to enforce at any time any of the provisions of this Agreement or to require at any time the performance by the other party of any of the provisions hereof shall in no way be construed as a waiver of such provisions or to affect either the validity of this

Agreement, or any part hereof, or the right of either party thereafter to enforce each and every provision in accordance with the terms of this agreement. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar) nor shall such a waiver constitute a continuing waiver unless otherwise expressly provided.

d. Notices. All notices which shall or may be given pursuant to this Agreement or otherwise, (including any notice of change of address) shall be in writing and deemed properly given when delivered by facsimile or first class mail and sent to all parties to this Agreement at the addresses or facsimile numbers contained below:

TO SELLER:

Jose Silva  
JMMS Liquors, Inc.  
17 Regency Drive, Unit 3  
Dracut, Massachusetts 01826

With a copy to:

Paul F. Alphen, Esquire  
Alphen & Santos, P.C.  
200 Littleton Road  
Westford, Massachusetts 01886  
Phone: 978-692-3107  
FAX: 978-692-5454  
Email: palphen@alphensantos.com

TO BUYER:

Sunny Side Enterprises, Inc.  
8 Teresa Circle  
Arlington, MA 02474

With a copy to:

Benjamin E. Levin, Esquire  
Levin and Levin, LLP  
875 Southern Artery  
Quincy, MA 02169  
Phone: 617-471-5701  
Fax: 617-773-9031  
Email: b.levin@levinandlevin.com

e. Except as otherwise expressly provided herein, the delivery of title to the Assets to the BUYER shall be deemed full performance by the SELLER of every obligation hereunder.

f. Governing Law. This Agreement is made in and shall be construed under the laws of the Commonwealth of Massachusetts and shall have the effect of a sealed instrument. The undersigned hereby consents to and submits to the jurisdiction of the Courts of the Commonwealth of Massachusetts for all purposes with respect to this Agreement and all actions, suits or other proceedings shall be brought in a court of competent jurisdiction in the Commonwealth of Massachusetts. This Agreement shall not be modified and no provision herein waived, unless expressly in writing, signed by the parties hereto.

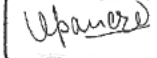
EXECUTED as a sealed instrument as of the day and year first written above.

BUYER:

Umesh paneru

\_\_\_\_\_

DocuSigned by:



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SELLER:

JMMS Liquors, Inc.

DocuSigned by:  
Jose Silva

By: \_\_\_\_\_  
B8A85D7268724DB...

Jose Silva, President

Being Duly Authorized

Date: 8/6/2021  
\_\_\_\_\_

Date: 8/6/2021  
\_\_\_\_\_

**CORPORATE VOTE**

The Board of Directors or LLC Managers of   
Entity Name

duly voted to apply to the Licensing Authority of   
City/Town and the  
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on   
Date of Meeting

For the following transactions (Check all that apply):

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


"VOTED: To authorize   
Name of Person

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

"VOTED: To appoint   
Name of Liquor License Manager

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

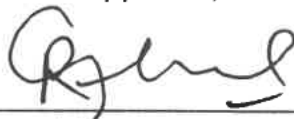
A true copy attest,

  
Corporate Officer /LLC Manager Signature

Umesh Paneru  
(Print Name)

For Corporations ONLY

A true copy attest,

  
Corporation Clerk's Signature

Ramesh Ghimire  
(Print Name)

## PLEDGE OF ALCOHOLIC BEVERAGE LICENSE AND INVENTORY AGREEMENT

This AGREEMENT entered into at Boston, Massachusetts, as of **September \_\_, 2021**, between **Sunny Side Enterprises, Inc.**, a Massachusetts corporation with an address of 8 Teresa Circle, Arlington Massachusetts 02474 (the "Pledgor") and **Leader Bank, N.A.** with an address of 180 Massachusetts Avenue, Arlington, MA 02474 (the "Bank").

- 1. Pledge.** In consideration of the Bank's extending credit and other financial accommodations to the Pledgor, whether evidenced by notes or not, the Pledgor hereby, in accordance with Massachusetts General Laws, Chapter 138, grants, pledges, assigns and transfers to the Bank a security interest in the alcoholic beverage license more particularly described as follows: Assignment of Alcoholic Beverage License issued to **Sunny Side Enterprises, Inc.** (the "License") along with all inventory owned and after acquired by **Sunny Side Enterprises, Inc.** (the "Inventory").
- 2. Obligations.** The security interest granted by this Agreement is given to and shall be held by the Bank as security for the payment and performance of all Obligations (as hereinafter defined), including without limitation, all amounts due and owing to the Bank and all obligations respecting (i) that certain Commercial Promissory **Note**, dated September \_\_, 2021, by **Sunny Side Enterprises, Inc.**, in favor of the Bank in the original principal amount of **\$300,000.00** (the "Note"; and collectively, along with all other agreements, documents, certificates and instruments delivered in connection therewith, the "Loan Documents"), and any substitutions, modifications, extensions or amendments to any of the Loan Documents. "Obligation(s)" shall mean without limitation all loans, advances, indebtedness, notes, liabilities and amounts, liquidated or unliquidated, owing by the Pledgor to the Bank at any time, of each and every kind, nature and description, whether arising under this Agreement, any of the Loan Documents or otherwise, and whether secured or unsecured, direct or indirect (that is, whether the same are due directly by the Pledgor to the Bank; or are due indirectly by the Pledgor to the Bank as endorser, guarantor or other surety, or as obligor of obligations due third persons which have been endorsed or assigned to the Bank, or otherwise), absolute or contingent, due or to become due, now existing or hereafter contracted. Obligations shall also include all interest and other charges chargeable to the Pledgor or due from the Pledgor to the Bank from time to time and all costs and expenses referred to in this Agreement.
- 3. Representations and Warranties.** The Pledgor hereby represents and warrant to the Bank as follows: (i) the Pledgor has the power and authority to enter into this Agreement; (ii) the License is not subject to any prior lien or encumbrance, the Pledgor will not transfer, agree to or apply for a transfer or pledge of, or sell the License to any other individual or entity for so long as any Obligations are outstanding, without the prior written consent of the Bank; (iii) the Pledgor will pay when due all taxes, charges, liens and assessments against the License and the beverages authorized to be sold under the License; and the Pledgor will perform any and all acts required to keep the License in good standing, including filing timely applications of the renewal thereof, and will not suffer or permit the License to lapse; (iv) the Pledgor shall promptly report in writing to the Bank the occurrence of any event which might impair the value of the License, including, but not limited to, any action taken by any local or state regulatory agencies which in any manner restricts the use of the License; and (v) the Pledgor will comply with all applicable laws and regulations with respect to the License or its use.
- 4. Further Assurance.** The undersigned agrees to do such further acts or execute such further documents as may be determined necessary by the Bank to perfect the interest granted herein, including executing any application for approval of the pledge made pursuant to this Agreement.
- 5. Costs and Expenses.** The Pledgor shall pay to the Bank any and all costs and expenses (including, without limitation, reasonable attorneys' fees, court costs, litigation and other expenses) incurred or paid by the Bank in establishing, maintaining, protecting or enforcing any of the Bank's rights or the Obligations, including, without limitation, any and all such costs and expenses incurred or paid by the Bank in defending the Bank's security interest in, title or right to the License or in collecting or attempting to collect or enforcing or attempting to enforce payment of any of the Obligations.
- 6. Default.** "Event of Default" shall mean the occurrence of any one or more of the following events: (i) default of any liability, obligation or undertaking of the Pledgor to the Bank, hereunder or otherwise, including failure to pay in full and when due any installment of principal or interest or default under any other Loan Document; (ii) failure of the Pledgor to maintain aggregate collateral security value satisfactory to the Bank; (iii) default of any material liability, obligation or undertaking of the Pledgor to any other party; (iv) if any statement, representation or warranty heretofore, now or hereafter made in connection with this Agreement or in any supporting financial statement of the

Pledgor shall be determined by Bank to have been false in any material respect when made; (v) if the Pledgor or any guarantor is a corporation, trust, partnership or limited liability company, the liquidation, termination or dissolution of any such organization, or the merger or consolidation of such organization into another entity, or its ceasing to carry on actively its present business or the appointment of a receiver for its property; (vi) the death of the Pledgor or of any guarantor of the Obligations and, if any of the Pledgor or any guarantor of the Obligations is a partnership or limited liability company, the death of any partner or member; (vii) the institution by or against the Pledgor or guarantor of the Obligations of any proceedings under the Bankruptcy Code, 11 USC §101 *et seq.* or any other law in which the Pledgor or any guarantor of the Obligations is alleged to be insolvent or unable to pay their respective debts as they mature, or the making by the Pledgor or any guarantor of the Obligations of an assignment for the benefit of creditors or the granting by the Pledgor or any guarantor of the Obligations of a trust mortgage for the benefit of creditors; (viii) the service upon the Bank hereof of a writ in which the Bank is named as trustee of the Pledgor or of any guarantor of the Obligations; (ix) a judgment or judgments for the payment of money shall be rendered against the Pledgor or guarantor hereof, and any such judgment shall remain unsatisfied and in effect for any period of thirty (30) consecutive days without a stay of execution; (x) any levy, seizure, attachment, execution or similar process shall be issued or levied on any of the property of the Pledgor or guarantor hereof; (xi) the termination of any guaranty of the Obligations; or (xii) the occurrence of such a change in the condition or affairs (financial or otherwise) of the Pledgor or any guarantor or other surety for any of the Obligations or the occurrence of any event or circumstance such that the Bank, in its sole discretion, deems that it is insecure or that the prospects for timely or full payment or performance of any of the Obligations has been or may be impaired.

7. Remedies. If an Event of Default shall occur, at the election of the Bank, all Obligations shall become immediately due and payable without notice or demand, except with respect to Obligations payable on demand, which shall be due and payable on demand, whether or not an Event of Default has occurred. The Bank is hereby authorized, at its election, after an Event of Default or after demand, without any further demand or notice except to such extent as notice may be required by applicable law, to sell or otherwise dispose of the License at public or private sale; and the Bank may also exercise any and all other rights and remedies of a secured party under the Massachusetts Uniform Commercial Code or which are otherwise accorded to it by applicable law, all as the Bank may determine. The proceeds of any sale or disposition of the License shall be applied towards the Obligations in such order and manner as the Bank determines in its sole discretion, any statute, custom or usage to the contrary notwithstanding.

8. Waivers. The Pledgor waives notice of nonpayment, demand, presentment, protest or notice of protest of the Collateral, and all other notices, consents to any renewals or extensions of time of payment thereof, and generally waives any and all suretyship defenses and defenses in the nature thereof. No delay or omission of the Bank in exercising or enforcing any of its rights, powers, privileges, remedies, immunities or discretions (all of which are hereinafter collectively referred to as the "Bank's Rights and Remedies") hereunder or under applicable law shall constitute a waiver thereof; and no waiver by the Bank of any default of the Pledgor hereunder or of any demand hereunder shall operate as a waiver of any other default hereunder or any other demand hereunder. No term or provision hereof shall be waived, altered or modified except with the prior written consent of the Bank, which consent makes explicit reference to this Agreement. Except as provided in the preceding sentence, no other agreement or transaction, of whatsoever nature, entered into between the Bank and the Pledgor at any time (whether before, during or after the effective date or term of this Agreement) shall be construed in any particular way as a waiver, modification or limitation of any of the Bank's Rights and Remedies under this Agreement (nor shall anything in this Agreement be construed as a waiver, modification or limitation of any of the Bank's Rights and Remedies under any such other agreement or transaction) but all the Bank's Rights and Remedies not only under the provisions of this Agreement but also under any such other agreement or transaction shall be cumulative and not alternative or exclusive, and may be exercised by the Bank at such time or times and in such order of preference as the Bank in its sole discretion may determine.

9. Severability. If any provision of this Agreement or portion of such provision or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this Agreement (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.

10. Binding Effect of Agreement. This Agreement shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto. The Bank may transfer and assign this Agreement and deliver the Collateral to the assignee, who shall thereupon have all of the Bank's Rights and Remedies.

11. Notices. Any notices under or pursuant to this Agreement shall be deemed duly received and effective if delivered in hand to any officer or agent of the Pledgor or Bank, or if mailed by registered or certified mail, return receipt requested, addressed to the Pledgor or Bank at the address set forth in this Agreement or as any party may from time to time designate by written notice to the other party.

12. Governing Law. This Agreement is intended to take effect as a sealed instrument and has been executed or completed and/or is to be performed in Massachusetts, and it and all transactions thereunder or pursuant thereto shall be governed as to interpretation, validity, effect, rights, duties and remedies of the parties thereunder and in all other respects by the domestic laws of Massachusetts.

13. Jurisdiction and Venue. Pledgor irrevocably submits to the nonexclusive jurisdiction of any Federal or state court sitting in Massachusetts, over any suit, action or proceeding arising out of or relating to this Agreement. Pledgor irrevocably waives, to the fullest extent it may effectively do so under applicable law, any objection it may now or hereafter have to the laying of the venue of any such suit, action or proceeding brought in any such court and any claim that the same has been brought in an inconvenient forum. Pledgor irrevocably appoints the Secretary of State of Massachusetts as its authorized agent to accept and acknowledge on its behalf any and all process which may be served in any such suit, action or proceeding, consents to such process being served (i) by mailing a copy thereof by registered or certified mail, postage prepaid, return receipt requested, to Pledgor's address shown in this Agreement or as notified to the Bank and (ii) by serving the same upon such agent, and agrees that such service shall in every respect be deemed effective service upon Pledgor.

14. JURY WAIVER. THE PLEDGOR AND BANK EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, AND AFTER AN OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL, (A) WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING IN CONNECTION WITH THIS AGREEMENT, THE OBLIGATIONS, ALL MATTERS CONTEMPLATED HEREBY AND DOCUMENTS EXECUTED IN CONNECTION HERewith AND (B) AGREE NOT TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CAN NOT BE, OR HAS NOT BEEN WAIVED. THE PLEDGOR CERTIFIES THAT NEITHER THE BANK NOR ANY OF ITS REPRESENTATIVES, AGENTS OR COUNSEL HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE BANK WOULD NOT IN THE EVENT OF ANY SUCH PROCEEDING SEEK TO ENFORCE THIS WAIVER OF RIGHT TO TRIAL BY JURY.

Executed under seal and dated September \_\_, 2021.

Witness

Pledgor: **Sunny Side Enterprises, Inc.**

*Upaneru*

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Witness to All

\_\_\_\_\_  
Umesh Paneru, President

*Susheel Paudel*  
\_\_\_\_\_  
Susheel Paudel, Treasurer

**LEASE**

**OF PREMISES AT 18 WALDEN STREET  
CONCORD, MASSACHUSETTS**

**FROM**

**WALDEN INVESTORS LIMITED PARTNERSHIP AND  
WALDEN STREET, LLC,**

**TO**

**SUNNY SIDE ENTERPRISES, INC.**

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- A - Property Description
- B - Site Plan
- C - Building Floor Plan
- D - Form of Guaranty
- E - Form of Insurance Certificate
- F - Secretary's Certificate
- G - Form of Letter of Credit
- H - Electronic Funds Transfer Form
- I - Form of Commencement Date Agreement

**SUMMARY OF BASIC TERMS**  
**LEASE**  
**OF PREMISES AT 18 WALDEN STREET,**  
**CONCORD, MASSACHUSETTS**  
**TO**  
**SUNNY SIDE ENTERPRISES, INC.**  
  
**DATED AS OF September 9, 2021**

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The following is a summary of certain basic terms of this Lease which is intended for the convenience and reference of the parties. Capitalized terms used, but not defined, in this Summary of Basic Terms, have their defined meanings in this Lease. In addition, some of the following items or terms are incorporated into this Lease by reference to the item or term or to this "Summary of Basic Terms".

1. Landlord: Walden Investors Limited Partnership, a Massachusetts limited partnership, and Walden Street, LLC, a Massachusetts limited liability company.
2. Tenant: Sunny Side Enterprises, Inc., a Massachusetts corporation
- 3A. Premises: Space on the first floor of the Building, as depicted on Exhibit C hereto.
- 3B. Project: The real property with the Building and any other improvements now or hereafter thereon, now commonly known as 14-18 Walden Street, Concord, Massachusetts, as described on Exhibit A hereto and depicted on Exhibit B hereto.
- 3C. Leasable Square Footage of the Premises: An agreed upon 2,319 square feet on the first floor of the Building.
- 3D. Leasable Square Footage of the Building: An agreed upon 9,800 square feet.
- 4A. Commencement Date: The date of the closing of the transaction contemplated by the Asset Purchase Agreement Walden Liquors dated August 6, 2021 between JMMS Liquors, Inc., as seller, and Tenant, as buyer.
- 4B. Lease Term: From the Commencement Date until the last day of the Initial Expiration Date, subject to extension as provided in Section 2.3(b).
- 4C. Extension: Tenant shall have the right to extend the Lease Term for one term of five years in accordance with Section 2.3(b).
5. Permitted Use: Subject to applicable Legal Requirements, the Premises may be used for a retail liquor package store for the retail sale of alcoholic beverages for off-premises consumption only, and, as an ancillary part of its business, the sale of cocktail ingredients, such as syrups; beverages and juices; pre-packaged cocktail snacks, such as pretzels, potato chips and nuts, for off-premises consumption only, and for no other purpose.
6. Security Deposit: \$17,000.

7. **Base Rent:** The Base Rent is as follows:

PERIOD	ANNUAL RATE	MONTHLY RATE	PSF RATE
Commencement Date - September 30, 2021	\$89,861.25	\$7,488.38	\$38.75
October 1, 2021 – September 30, 2022	\$92,760.00	\$7,730.00	\$40.00
October 1, 2022 – September 30, 2023	\$95,658.75	\$7,971.56	\$41.25
October 1, 2023 – September 30, 2024	\$98,557.50	\$8,213.12	\$42.50
October 1, 2024 – September 30, 2025	\$101,456.25	\$8,454.69	\$43.75
October 1, 2025 – September 30, 2026	\$104,355.00	\$8,696.25	\$45.00
October 1, 2026 – September 30, 2027	\$107,253.75	\$8,937.81	\$46.25
October 1, 2027 – September 30, 2028	\$110,152.50	\$9,179.38	\$47.50
October 1, 2028 – September 30, 2029	\$113,051.25	\$9,420.94	\$48.75

If Tenant extends the Lease Term for the Extension Term, the Base Rent shall be as follows:

PERIOD	ANNUAL RATE	MONTHLY RATE	PSF RATE
October 1, 2029 – September 30, 2030	\$115,950.00	\$9,662.50	\$50.00
October 1, 2030 – September 30, 2031	\$118,848.75	\$9,904.06	\$51.25
October 1, 2031 – September 30, 2032	\$121,747.50	\$10,145.63	\$52.50
October 1, 2032 – September 30, 2033	\$124,646.25	\$10,387.19	\$53.75
October 1, 2033 – September 30, 2034	\$127,545.00	\$10,628.75	\$55.00

8. **Additional Rent:** Tenant's Share of Insurance Costs, Tenant's Share of Operating Costs, Tenant's Share of Taxes, Tenant's Electricity Costs, and the Other Additional Rent.

9. **First Payment:** The Security Deposit and the first month's Base Rent in the aggregate amount of \$25,454.69 shall be paid upon execution of this Lease.

10. **Other Additional Rent:** Includes all fees, charges, expenses, fines, assessments, interest, indemnities, or other sums other than Base Rent, Tenant's Share of Insurance Costs, Tenant's Share of Operating Costs, Tenant's Share of Taxes, Tenant's Electricity Costs due under this Lease.

11. **Heat and Utilities:** To be supplied by Landlord (including water and sewer charges) as part of the Operating Costs (except that Tenant's Electricity Costs shall not be included in Operating Costs and shall be paid by Tenant as provided in Section 4.6). Landlord reserves the right to separately

meter or submeter utilities serving the Premises, in which event such separately metered or submetered items shall be directly billed to Tenant and shall not be included in Operating Costs.

11. Broker: The Bulfinch Companies, Inc.

12A. Tenant's Address for Notices, Telephone Number, Fax Number and Taxpayer Identification No.:

Sunny Side Enterprises, Inc.  
8 Teresa Circle  
Arlington, Massachusetts 02474  
Attn: Susheel Paudel  
Telephone: 857-253-1383  
Electronic Email: spaudel@gmail.com

Tenant F.I.D.# 82-5380445

12B. Landlord's Address for Notices:

Walden Investors Limited Partnership  
c/o The Bulfinch Companies, Inc.  
116 Huntington Avenue, Suite 600  
Boston, MA 02116  
Attention: Robert A Schlager  
Telephone: (781) 707-4000  
Electronic Mail: ras@bulfinch.com

With a copy to:

The Bulfinch Companies, Inc.  
116 Huntington Avenue, Suite 600  
Boston, MA 02116  
Attention: Legal Department  
Telephone: (781) 707-4000  
Email: legal@bulfinch.com

And:

Nutter McClennen & Fish LLP  
Seaport West  
155 Seaport Boulevard  
Boston, MA 02110  
Attention: Christopher W. Papavasiliou, Esq.  
Telephone: (617) 439-2949  
Email: cpapavasiliou@nutter.com

13. Guarantors: Prabhu Dhungel, Manoj Rimal, Susheel Paudel, Umesh Paneru, Jose Silva, Mary Silva, Manny Silva and Sabrina Silva, jointly and severally

## LEASE

THIS LEASE (this "Lease"), made as of the 9<sup>th</sup> day of September, 2021, by WALDEN INVESTORS LIMITED PARTNERSHIP, a Massachusetts limited partnership, acting by and through Rojeric Corp., a Massachusetts corporation, its sole general partner, and WALDEN STREET, LLC, a Massachusetts limited liability company, and Sunny Side Enterprises, Inc., a Massachusetts corporation.

## W I T N E S S E T H:

### ARTICLE I CERTAIN DEFINITIONS

In addition to the words and terms defined elsewhere in this Lease, the following words and terms shall have in this Lease the meanings given in this Article:

"Additional Rent" has the meaning given in Item 8 of the Summary of Basic Terms.

"Bankruptcy Laws" means any existing or future bankruptcy, insolvency, reorganization, dissolution, liquidation or arrangement or readjustment of debt law or any similar existing or future law of any applicable jurisdiction, or any laws amendatory thereof or supplemental thereto, including, without limitation, the United States Bankruptcy Code of 1978, as amended (11 U.S.C. Section 101 *et seq.*), as any or all of the foregoing may be amended or supplemented from time to time.

"Base Rent" has the meaning given in Item 7 of the Summary of Basic Terms.

"Building" means the building located on the Project and shown on the Site Plan.

"Business Days" mean Monday through Friday, except holidays. The term "holiday" shall mean (a) the federal day of celebration of the following holidays: New Year's Day, President's Day, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas and (b) the Friday after Thanksgiving.

"Commencement Date" has the meaning given in Item 4A of the Summary of Basic Terms.

"Common Areas" means all areas of the Project, as designated by Landlord from time to time, located inside or outside of the Building, which are not intended for the use of a single tenant and which are intended (a) for the non-exclusive common use of Landlord, Tenant and other tenants of portions of the Project and their respective employees, agents, licensees and invitees and/or (b) to serve the Building and/or the Project. Common Areas include, without limitation, the lobbies of the Building, common restroom facilities, elevators and stairwells of the Building, sidewalks, any access drives, landscaped areas, utility rooms, storage rooms, and utility lines and systems and the Common Facilities.

"Common Facilities" means those facilities, if any, located on the Project which Landlord designates from time to time as "common facilities," including, but not limited to, building systems, pipes, ducts, wires, conduits, meters, HVAC equipment and systems, electrical systems and equipment, plumbing lines and facilities, and mechanical rooms.

"Environmental Law" means the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. §9601 *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.*, the Hazardous Materials Transportation Act, 49 U.S.C. §1802 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. §2601 *et seq.*, the Federal Water Pollution Control Act, 33 U.S.C. §1251 *et seq.*, the Clean Water Act, 33 U.S.C. §1321 *et seq.*, the Clean Air Act, 42 U.S.C. §7401 *et seq.*, the Massachusetts Oil and Hazardous Material Release Prevention and Response Act, Chapter 21E of the Massachusetts General Laws, all regulations promulgated thereunder, and any other federal, state, county, municipal, local or other statute, law, ordinance or regulation (including any state or local board of health rules, regulation, or code), or any common law (including common law that may impose strict

liability or liability based on negligence), which may relate to or deal with human health, the environment, natural resources, or Hazardous Materials, all as may be from time to time amended or modified.

"Event of Default" means any of the events listed in Section 12.1.

"Extension Term" means the period of five years beginning at the end of the Initial Term.

"GAAP" means generally accepted accounting principles, consistently applied.

"Guarantors" has the meaning given in Item 7 of the Summary of Basic Terms.

"Hazardous Materials" means, at any time, (a) any "hazardous substance" as defined in §101(14) of CERCLA (42 U.S.C. §9601(14)) or regulations promulgated thereunder; (b) any "solid waste," "hazardous waste," or "infectious waste," as such terms are defined in any Environmental Law at such time; (c) asbestos, urea-formaldehyde, polychlorinated biphenyls ("PCBs"), bio-medical materials or waste, nuclear fuel or material, chemical waste, radioactive material, explosives, known carcinogens, petroleum products and by-products and other dangerous, toxic or hazardous pollutants, contaminants, chemicals, materials or substances which may be hazardous to human or animal health or the environment or which are listed or identified in, or regulated by, any Environmental Law; and (d) any additional substances or materials which at such time are classified or considered to be hazardous or toxic under any Environmental Law.

"Initial Expiration Date" means September 30, 2029

"Initial Term" means the period beginning on the Commencement Date and ending on the Initial Expiration Date.

"Insurance Costs" includes the cost of insuring the entire Project, including without limitation the buildings and improvements now or hereafter situated thereon, and all operations conducted in connection therewith, with such policies, coverages and companies and in such limits as may be selected by Landlord (and/or which may be required by Landlord's lenders), including, but not limited to, fire insurance with extended or with all-risk coverage, comprehensive public liability insurance covering personal injury, deaths and property damage with a personal injury endorsement covering false arrest, detention or imprisonment, malicious prosecution, libel and slander, and wrongful entry or eviction, rent loss or business interruption insurance, worker's compensation insurance, plate glass insurance, contractual liability insurance, boiler insurance, and fidelity bonds.

"Invitees" means employees, workers, visitors, guests, customers, suppliers, agents, contractors, representatives, licensees and other invitees.

"Land" means the land located at 14-18 Walden Street, Concord, Massachusetts, more particularly described in Exhibit A hereto and which is depicted on the Site Plan.

"Landlord" means, collectively, Walden Investors Limited Partnership, a Massachusetts limited partnership, and Walden Street, LLC, a Massachusetts limited liability company, their successors and assigns.

"Project" has the meaning given in Item 3B of the Summary of Basic Terms.

"Lease Term" means the Initial Term and, if Tenant timely and properly exercises its right to extend pursuant to Section 2.3(b), the Extension Term.

"Legal Requirements" means all applicable laws, statutes, rules, regulations and requirements of governmental authorities, including, but not limited to, zoning laws building codes, Environmental Laws, the Americans with Disabilities Act of 1990 (including, without limitation, the Americans With Disabilities Act Accessibility Guidelines for Buildings and Facilities), all permits and approvals applicable to the

Project and the by-laws, rules, regulations and ordinances of the Town of Concord, and in accordance with all directions, rules and regulations of the Health Officer, Fire Marshall, Building Inspector and other proper officers of the governmental agencies having jurisdiction over the Project..

"Operating Costs" means all costs, expenses and disbursements of every kind and nature (except Taxes and Insurance Costs) which Landlord shall pay or become obligated to pay in connection with operating, managing, maintaining, repairing, improving or replacing the Project or elements thereof, all as reasonably determined by Landlord. Operating Costs include, by way of illustration, but are not limited to: all charges payable by Landlord in connection with the performance of Landlord's maintenance, replacement and repair obligations with respect to the Project; all charges payable by Landlord to provide janitorial service to the Project; all charges payable by Landlord in connection with the maintenance, repair and replacement of HVAC equipment and systems; all charges payable by Landlord to provide utility services to the Project, except to the extent excluded pursuant to clauses (f) or (g) below; all costs related to removal of trash, debris, and refuse; all costs related to removal of snow and ice; all costs of pest and vermin control; all costs of providing, maintaining, repairing and replacing of paving, curbs, walkways, landscaping, planters, roofs, walls, drainage, utility lines, security systems and other equipment; all costs of painting the exterior and Common Areas of the Building; all costs of lighting, cleaning, waterproofing, repairing and maintaining Common Areas, Common Facilities and other portions of the Project; all costs of licenses, permits and inspection fees, except to the extent directly attributable to the space of a particular tenant; all legal, accounting, inspection and consulting fees, except to the extent excluded pursuant to clauses (e) or (m) below; all costs of capital repairs, replacements or improvements hereafter made to the Building or Common Areas, amortized on over their expected useful life based upon and including a market rate of interest; all costs of wages, salaries and benefits of operating personnel, including welfare, retirement, vacations and other compensation and fringe benefits and payroll taxes; the amount of any insurance deductible paid by Landlord in connection with an insured loss; and management fees equal to 5% of gross rents (which management fees may be payable to an affiliate of Landlord). However, notwithstanding the above, the following specific items shall not be included: (a) the cost of alterations to space in the Building leased to others; (b) debt service and ground rent payments; (c) costs for which Landlord is reimbursed by insurance proceeds or eminent domain proceeds; (d) costs for which Landlord is reimbursed under warranties provided to Landlord by contractors who have warranty obligations; (e) leasing commissions, attorneys' fees and collection costs related to negotiation and enforcement of tenant leases unless the matter involves enforcing compliance with the Rules and Regulations or other standards or requirements for the benefit of all tenants of the Building; (f) the costs of providing utility services to the Project which are directly billed to tenants of the Building; (g) expenses which are billed directly, or reasonably allocable exclusively, to any tenant of the Building; (h) salaries, benefits and bonuses of officers and executives of Landlord and administrative employees above the level of property manager or building supervisor and Landlord's general overhead; (i) the cost of any work or service performed on an extra-cost basis for any tenant of the Building; (j) the cost of any additions to the Building; (k) any cost, other than the management fee provided for above, otherwise included in Operating Costs representing an amount paid to a person or entity affiliated with Landlord which is in excess of the amount which would have been paid on an arms-length basis in the absence of such relationship; (l) depreciation, other than the amortization of capital repairs, replacements or improvements hereafter made as provided above; (m) costs of selling, syndicating, financing, mortgaging or hypothecating any of Landlord's interest in the Project, costs of any disputes between Landlord and its employees, or outside fees paid in connection with disputes with adjacent property owners which are not intended to benefit tenants of the Building; and (n) income or corporate excise taxes or any rent tax assessed against Landlord.

"Other Additional Rent" has the meaning given in Item 10F of the Summary of Basic Terms.

"Permitted Use" has the meaning given in Item 5 of the Summary of Basic Terms.

"Person" means any individual, partnership, joint venture, trust, limited liability company, business trust, joint stock company, unincorporated association, corporation, institution, or entity, including any governmental authority.

"Premises" has the meaning given in Item 3A of the Summary of Basic Terms.

"Project" has the meaning given in Item 3B of the Summary of Basic Terms.

"Rules and Regulations" means the rules and regulations, if any, adopted by Landlord pursuant to Section 7.12.

"Security Deposit" has the meaning given in Item 6 of the Summary of Basic Terms.

"Site Plan" means the site plan attached hereto as Exhibit B.

"Summary of Basic Terms" means the Summary of Basic Terms which appears immediately after the table of contents of this Lease.

"Tax Fiscal Year" means July 1 through June 30 next following, or such other tax period as may be established by law for the payment of Taxes.

"Taxes" means (a) all taxes, assessments, betterments, water or sewer entrance fees and charges including general, special, ordinary and extraordinary or any other charges (including charges for the use of municipal services if billed separately from other taxes), levied, assessed or imposed at any time by any governmental authority upon or against the Land, the Building, or the fixtures, signs and other improvements thereon then comprising the Project and (b) all attorneys' fees, appraisal fees and other fees, charges, costs and/or expenses incurred in connection with any proceedings related to the amount of the Taxes, the tax classification and/or the assessed value of the Project. This definition of Taxes is based upon the present system of real estate taxation in the Commonwealth of Massachusetts; if taxes upon rentals or any other basis shall be substituted, in whole or in part, for the present ad valorem real estate taxes, the term "Taxes" shall be deemed changed to the extent to which there is such a substitution for the present ad valorem real estate taxes.

"Tenant" means Sunny Side Enterprises, Inc., a Massachusetts corporation, its permitted successors and assigns.

"Tenant's Electricity Costs" means the costs of providing electric services to the Premises, as provided in Section 4.6.

"Tenant's Share" means the amount (expressed as a percentage) equal to (a) the Leasable Square Footage of the Premises divided by (b) the Leasable Square Footage of the Building. The percentage determined by the preceding sentence shall be rounded to the nearest one-tenth of one percent (0.1%). Tenant's Share is 23.7% (2,319/9,800).

## **ARTICLE II** **LEASE OF PREMISES**

Section 2.1 Lease Of The Premises. Landlord does hereby lease the Premises to Tenant, and Tenant hereby leases the Premises from Landlord, upon and subject to the terms and provisions of this Lease and all zoning ordinances and all matters of record affecting the Project.

Section 2.2 Common Rights. The Premises are leased subject to, and with the benefit of, the non-exclusive right to use, consistent with Legal Requirements and in common with others at any time entitled thereto the Common Areas and Common Facilities for all such purposes as such areas may be designated, but only in connection with lawful business in the Building and in accordance with the Rules and Regulations. Landlord shall have the right from time to time to designate or change the number, locations, size or configuration of the Common Areas, and to modify or replace the Common Facilities, and to permit expansion and new construction therein; provided that Landlord will not make any such changes or modifications which materially adversely affect access to or visibility of the Premises or substantially limit the parking availability in the vicinity of the Premises. Tenant shall not have the right to

use those portions of the Common Areas designated from time to time by Landlord as for the exclusive use of one or more other tenants.

Section 2.3 Lease Term.

(a) The Lease Term shall commence at 12:01 a.m. on the Commencement Date and shall end at 11:59 p.m. on the Initial Expiration Date. At the request of Landlord or Tenant made on or after the Commencement Date, Landlord and Tenant will execute a written amendment to, and restatement of, the Summary of Basic Terms pursuant to Section 2.5, setting forth the Commencement Date.

(b) Provided an Event of Default does not then exist, Tenant shall have the right to extend the Lease Term one period of five years by giving Landlord written notice of extension, which notice must be received by Landlord not later than 12 months prior to expiration of the Initial Term. If such extension becomes effective, the Lease Term shall be automatically extended upon the same terms and conditions as were applicable to the Initial Term, except that (i) Base Rent for the Extension Term shall be as set forth in Paragraph 7 of the Summary of Basic Terms, and (ii) there shall be no further right to extend or renew the Lease Term beyond the Extension Term. The right of extension provided under this Section 2.3(b) is personal to Sunny Side Enterprises, Inc., and is not exercisable by any subtenant or assignee permitted hereunder.

Section 2.4 Security Deposit.

(a) Simultaneously with the execution and delivery of this Lease, Tenant shall deliver to Landlord the Security Deposit, which shall be in the form of cash or a letter of credit which satisfies the conditions of Section 2.5(b) (the "Letter of Credit").

(b) The Letter of Credit must satisfy all of the following conditions: (i) the Letter of Credit must be in the form attached hereto as Exhibit G, or in such other substantially similar form as Landlord may approve, with an expiration date not less than one year after the date of the Letter of Credit; (ii) the beneficiary of the Letter of Credit must be Landlord or Landlord's designee; (iii) the Letter of Credit must be irrevocable, unconditional and transferable one or more times without charge to Landlord; (iv) the Letter of Credit must be issued by a bank satisfactory to Landlord in its reasonable discretion; and (v) the Letter of Credit must provide that it may be drawn at a location in Boston, Massachusetts. If, at any time, the issuer of the Letter of Credit gives notice of its election not to renew, extend and/or reissue the Letter of Credit, then Tenant shall, not later than 30 days prior to the expiration of the term of the Letter of Credit, deliver to Landlord (1) a replacement Letter of Credit satisfying all of the above conditions or (2) cash in the full amount of the expiring Letter of Credit, which shall then be the Security Deposit for all purposes herein; and if Tenant fails to timely deliver to Landlord a replacement Letter of Credit as provided above or cash in the full amount of the expiring Letter of Credit, Landlord may draw on the Letter of Credit and hold the proceeds of such drawing as the Security Deposit. If (x) Landlord shall reasonably feel insecure with the creditworthiness of the bank issuing the Letter of Credit and Tenant shall fail, within ten days after notice, to either provide a replacement Letter of Credit as provided above or cash in the full amount of the existing Letter of Credit, or (y) Tenant fails to provide Landlord with cash in the full amount of the Letter of Credit within ten days after (I) any proceedings under the Bankruptcy Code, receivership or any insolvency law are instituted with the issuer of the Letter of Credit as debtor or (II) the bank issuing the Letter of Credit is taken over by the Federal Deposit Insurance Corporation, the Resolution Trust Corporation or a similar entity, then such failure by Tenant under clauses (x) or (y) of this sentence shall constitute an Event of Default and, in addition to any other rights which Landlord might have by reason of such Event of Default, Landlord may draw on the Letter of Credit and hold the proceeds of such drawing as part of the Security Deposit.

(c) The Security Deposit is security for the faithful performance and observance by Tenant of Tenant's obligations under this Lease and is not an advance payment of rent. If an Event of Default occurs, Landlord may use, apply or retain the whole or any part of the Security Deposit to the extent required for payment of any Base Rent or Additional Rent which is then due and payable or for any

sum which Landlord may expend or may be required to expend by reason of the occurrence of an Event of Default, including, but not limited to, any damage or deficiency accrued before or after summary proceedings or other re-entry by Landlord, including the costs of such proceeding or re-entry and further including, without limitation, reasonable attorneys' fees. Landlord shall always have the right to apply the Security Deposit, or any part thereof, as aforesaid, without notice and without prejudice to any other remedy which Landlord may have, or Landlord may pursue any other such remedy in lieu of applying the Security Deposit or any part thereof. No interest shall be payable on the Security Deposit and Landlord shall have the right to commingle the Security Deposit with other funds of Landlord. If Landlord shall apply the Security Deposit in whole or in part, Landlord shall provide Tenant with a written statement describing the amounts used and the specific obligations of the Tenant which were paid for by the application of funds from the Security Deposit, and thereupon Tenant shall immediately upon demand pay to Landlord the amount so applied, or cause the Letter of Credit to be reinstated, to restore the Security Deposit to its original amount. Because elements of Additional Rent may be subject to annual reconciliation based on actual amounts determined to be due, in addition to the other rights provided herein to Landlord regarding the Security Deposit, Landlord shall have the right, in its discretion, upon the end of the Lease and delivery of the Premises in accordance with the terms hereof, to hold a portion of the Security Deposit until such reconciliation, which right shall include Landlord drawing such amount from the Letter of Credit, at which time Landlord has the right to deduct any amounts then determined to be due from the remaining Security Deposit and return any balance of the Security Deposit to Tenant; provided that Landlord may not withhold from the Security Deposit an amount greater than the amount which Landlord reasonably estimates will be owing by Tenant upon completion of such reconciliation. If the remaining Security Deposit is not sufficient to pay Tenant's obligations hereunder, Tenant shall pay the same within ten days of billing from Landlord. In the event of a sale or other transfer of the Project, or leasing of the entire Project including the Premises subject to Tenant's tenancy hereunder, Landlord shall transfer the Security Deposit then remaining to the vendee or lessee, Landlord shall thereupon be released from all liability for the return of such Security Deposit to Tenant, and Tenant shall look solely to the new landlord for the return of the Security Deposit then remaining. Tenant will not assign or encumber or attempt to assign or encumber the Security Deposit, and neither Landlord nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment or attempted encumbrance.

Section 2.5 Lease Amendment. If, pursuant to any provision of this Lease, there results a change in (or, in the case of the Commencement Date, the confirmation of) any of the terms or amounts in the Summary of Basic Terms then in effect, Landlord and Tenant will promptly execute a written amendment to, and restatement of, the Summary of Basic Terms, substituting the changed (or confirmed) terms and recomputed amounts in lieu of each of the applicable terms and amounts then in effect which have been changed. As of the effective date of the amendment to the Summary of Basic Terms, the changed terms will be effective for all purposes of this Lease, and the amended and restated Summary of Basic Terms will be a part of, and incorporated into, this Lease.

Section 2.6 Guaranty. Upon the execution of this Lease, Guarantors shall execute and deliver to Landlord the Guaranty of Lease (the "Guaranty") in the form attached hereto as Exhibit D.

Section 2.7 Lease Effectiveness Condition. As of the date of this Lease, the Premises are subject to a lease (the "Existing Lease") by Landlord to JMMS Liquors, Inc., a Massachusetts corporation ("Existing Tenant"). Tenant is purchasing the business that Tenant intends to operate in the Premises from Existing Tenant pursuant to the Asset Purchase Agreement Walden Liquors dated August 6, 2021 between Existing Tenant, as seller, and Tenant, as buyer, as may be amended by the parties thereto (the "Asset Purchase Agreement"). Upon the closing of the transaction contemplated by the Asset Purchase Agreement, Tenant shall give written notice of such fact to Landlord, Landlord and Tenant shall confirm such date in writing as the Commencement Date, this Lease shall become fully effective, the Guaranty shall become fully effective, and the Existing Lease shall terminate (subject to any obligations of Existing Tenant then accrued under the Existing Lease), and Tenant execute the Commencement Date Agreement in the form attached hereto as Exhibit I. At all times prior to the Commencement Date, Existing Tenant shall duly and punctually pay and perform Existing Tenant's obligations under the

Existing Lease. If the Asset Purchase Agreement is terminated without closing, or if the transaction contemplated by the Asset Purchase Agreement has not closed by October 6, 2021, the outside date for closing provided for in the Asset Purchase Agreement (subject to extension of such outside date by agreement of Existing Tenant and Tenant, but not for more than 60 days), then this Lease shall terminate and be of no further force or effect, without affecting the Existing Lease, and Landlord shall return to Tenant the Security Deposit and the first monthly installment of Base Rent.

**ARTICLE III**  
**DELIVERY OF PREMISES; WORK; SIGNS**

Section 3.1 Delivery of Premises. Landlord shall deliver the Premises to Tenant on the Commencement Date. Landlord will not have any obligation to make any alterations or improvements to the Premises, and Tenant will accept possession of the Premises as is.

Section 3.2 Tenant's Work. Tenant will perform all work that Tenant considers necessary to equip, furnish and use the Premises for the Permitted Use in accordance with Legal Requirements.

Section 3.3 Signs. Tenant may, at Tenant's cost, erect one exterior sign on the Project, subject to Landlord's prior written approval of the design, size and location of such sign, which approval shall not be unreasonably withheld or delayed, and subject to compliance with Legal Requirements. Except for the sign provided for in the immediately preceding sentence, Tenant may not erect any signs on the exterior of the Building. Tenant shall maintain its exterior sign in good repair and condition. Upon termination of this Lease, Tenant shall promptly remove all of Tenant's signs (interior and exterior) and restore all damage related to the installation, existence and/or removal of such signs.

**ARTICLE IV**  
**BASE RENT; ADDITIONAL RENT**

Section 4.1 Base Rent. Tenant shall pay Base Rent in the amounts set forth in Item 7 of the Summary of Basic Terms. Base Rent shall be due and payable in equal monthly installments of 1/12<sup>th</sup> of the annual Base Rent then in effect and shall be paid without offset for any reason, in advance, on the first day of each calendar month during the Lease Term commencing on the Commencement Date. If the Commencement Date is not on the first day of a calendar month, Tenant shall pay, on or before the Commencement Date, a proportionate part of the Base Rent for the month in which the Commencement Date occurs based upon the annual Base Rent then in effect, divided by 360 and then multiplied by the number of days from and including the Commencement Date through and including the last day of such month. Base Rent and Additional Rent shall be paid by an "electronic funds transfer" system arranged by and among Tenant, Tenant's bank and Landlord by Tenant submitting to Landlord a completed electronic transfer form as set forth in Exhibit H. The parties acknowledge and agree that the obligations owing by Tenant under this Section 4.1 are rent reserved under this Lease, for all purposes hereunder, and are rent reserved within the meaning of Section 502(b)(6) of the Bankruptcy Code or any successor provision thereto.

Section 4.2 Additional Rent Generally. Tenant shall pay, without offset for any reason, all payments of Additional Rent payable by Tenant to Landlord hereunder, commencing on the Commencement Date. If Tenant fails to pay any Additional Rent, Landlord shall have all the rights and remedies for failure to pay Base Rent. The obligations owing by Tenant under this Section 4.2 are rent reserved under this Lease, for all purposes hereunder, and are rent reserved within the meaning of Section 502(b)(6) of the Bankruptcy Code or any successor provision thereto.

Section 4.3 Taxes.

(a) Tenant shall pay to Landlord, as Additional Rent, Tenant's Share of Taxes. The Taxes shall be estimated in good faith by Landlord as of the Commencement Date and at the end of each Tax Fiscal Year (based on the most recent tax data available to Landlord), and Tenant's Share of Taxes shall be due and payable to Landlord on the basis of such estimate in equal monthly installments on the

first day of each calendar month during the Lease Term, subject to readjustment from time to time as determined by Landlord in accordance with applicable tax bills, and also when the actual Taxes are determined. After readjustment, any shortage shall be due and payable by Tenant within 30 days of demand by Landlord and any excess shall, unless an Event of Default exists, be credited against future Additional Rent obligations, or refunded if the Lease Term has ended and Tenant has no further obligations to Landlord. If the taxing authority provides an estimated tax bill, then monthly installments of Tenant's Share of Taxes shall be based thereon until the final tax bill is ascertained. Landlord shall furnish to Tenant, upon Tenant's request, but not more than once in any year, both a copy of the most recent tax bill and any estimated tax bill.

(b) If, after Tenant shall have made any payment under this Section 4.3, Landlord shall receive a refund (the "Refund") of any portion of the Taxes paid on account of any Tax Fiscal Year in which such payments shall have been made as a result of an abatement of such Taxes, by final determination of legal proceedings, settlement or otherwise, Landlord shall, within 30 days after receiving the Refund, pay to Tenant (unless an Event of Default exists) an amount equal to (i) Tenant's Share of the Refund, less (ii) Tenant's Share of all reasonable expenses incurred by Landlord in connection with such proceedings (including, but not limited to, attorneys' fees, costs and appraisers' fees) (subject to proration if the Refund is for a Tax Fiscal Year partly outside of the Lease Term).

(c) If the Commencement Date of this Lease is not on July 1, or the expiration or termination of this Lease is not on June 30, Tenant's obligation in respect of Taxes shall be prorated. If the final tax bill for the Tax Fiscal Year in which such expiration or termination of this Lease occurs shall not have been received by Landlord, then within 30 days after the receipt of the tax bill for such Tax Fiscal Year, Landlord and Tenant shall make appropriate adjustments of estimated payments.

(d) Without limiting the generality of the foregoing, Tenant shall pay all rent and personal property taxes attributable to its signs or any other personal property including but not limited to its trade fixtures, the existing or any future floor coverings, wall treatments and light fixtures in the Premises.

Section 4.4 Insurance Costs. Tenant shall pay to Landlord, as Additional Rent, Tenant's Share of Insurance Costs. Insurance Costs shall be estimated in good faith by Landlord as of the Commencement Date and at the end of each calendar year based on the most recent cost data available to Landlord, and Tenant's Share of Insurance Costs shall be due and payable on the basis of such estimate in equal monthly installments on the first day of each calendar month during the Lease Term, subject to readjustment from time to time as determined by Landlord and also when actual Insurance Costs are determined. After a readjustment, any shortage shall, unless an Event of Default exists, be due and payable by Tenant within 30 days of demand by Landlord and any excess shall be credited against future Additional Rent obligations, or refunded if the Lease Term has ended and Tenant has no further obligations to Landlord.

Section 4.5 Operating Costs. Tenant shall pay to Landlord, as Additional Rent, Tenant's Share of Operating Costs. For purposes of determining Tenant's Share of Operating Costs, for any calendar year during which the Building is less than 100% occupied, the Operating Costs shall be equitably adjusted, on an item-by-item basis, for such calendar year to reflect the amount which, in Landlord's commercially reasonable judgment exercised on a consistent basis from year to year, the Operating Costs would have been if the Building had been 100% occupied during the entire calendar year. Operating Costs shall be estimated in good faith by Landlord as of the Commencement Date and at the end of each calendar year based on the most recent cost data available to Landlord, and Tenant's Share of Operating Costs shall be due and payable on the basis of such estimate in equal monthly installments on the first day of each calendar month during the Lease Term, subject to readjustment from time to time as determined by Landlord and also when actual Operating Costs are determined. After a readjustment, any shortage shall be due and payable by Tenant within 30 days of demand by Landlord and any excess shall, unless an Event of Default exists, be credited against future Additional Rent obligations, or refunded if the Lease Term has ended and Tenant has no further obligations to Landlord.

Section 4.6 Tenant's Electricity Costs. The Premises shall be separately metered or submetered for electric service, and Tenant shall pay Tenant's Electricity Costs directly to the utility provider when due.

Section 4.7 Tenant's Audit Rights. Annually, Landlord shall furnish to Tenant a report setting forth in reasonable detail the Operating Costs, Insurance Costs and Taxes for the immediately preceding calendar year (in the case of Operating Costs and Insurance Costs) or Tax Fiscal Year (in the case of Taxes). Tenant shall have the right to audit Landlord's books and records relating to Operating Costs, Insurance Costs and/or Taxes with respect to the period covered by each such report within six months after receipt of such report (such six-month period being called the "Audit Period") by delivering a notice of its intention to perform such audit to Landlord. If, as a result of such audit, Tenant believes that it is entitled to receive a refund of any Additional Rent paid by Tenant in respect of Operating Costs, Insurance Costs and/or Taxes, Tenant shall deliver to Landlord, no later than 30 days after expiration of the Audit Period, a notice demanding such a refund, together with a statement of the grounds for each such demand and the amount of each proposed refund. The cost of any such audit shall be paid by Tenant, except that, if it is established that the Additional Rent in respect of Operating Costs, Insurance Costs and Taxes charged to Tenant for the period in question was overstated by more than 5%, the reasonable out-of-pocket cost of such audit, up to a maximum of \$5,000, shall be paid or reimbursed to Tenant by Landlord. An overstatement shall not be deemed to exist due to a Refund. Any audit shall be performed by either (a) Tenant's regular employees or (b) a reputable certified public accountant reasonably acceptable to Landlord whose compensation is not, directly or indirectly, contingent in whole or in part on the results of the audit. If Landlord determines that a report previously furnished by Landlord was in error, Landlord may furnish a corrective or supplemental report to Tenant within two years after the original report was furnished, and if such corrective or supplemental report results in increased Additional Rent, the Audit Period for the year covered by such report shall be extended for six months after Landlord furnishes the corrective or supplemental report.

## ARTICLE V USE OF PREMISES

Section 5.1 Permitted Use. Tenant shall use and occupy the Premises only for the Permitted Use.

Section 5.2 Restrictions on Use. Tenant shall use the Premises in a careful, safe and proper manner, shall not commit or suffer any waste on or about the Project, and shall not make any use of the Project which is prohibited by or contrary to any Legal Requirements or which would cause a public or private nuisance. Tenant, at its own expense, shall obtain any and all permits, approvals and licenses necessary for use of the Premises. Tenant shall not overload the floors or other structural parts of the Building; and shall not commit or suffer any act or thing on the Project which is illegal, dangerous, or which unreasonably disturbs other tenants. Tenant shall not do or permit to be done any act or thing on the Project which will invalidate or be in conflict with any insurance policies, or which will increase the rate of any insurance, covering the Building. If, because of Tenant's failure to comply with the provisions of this Section or due to any use of the Premises or activity of Tenant in or about the Project, the Insurance Costs are increased, Tenant shall pay Landlord the amount of such increase caused by the failure of Tenant to comply with the provisions of this Section. Tenant shall at its own cost install such extra sound-proofing or noise control systems and odor control systems, as may be needed to reasonably control noise, vibrations and odors, if any, emanating from the Premises. Tenant shall not place any file cabinets bookcases, partitions, shelves or other furnishings or equipment in a location which blocks any windows.

Section 5.3 Hazardous Materials. Tenant (i) will not conduct any activity on the Premises that will use or produce any Hazardous Materials, except for such activities that are both (1) part of the ordinary course of Tenant's business activities and (2) conducted in accordance with all Environmental Laws; (ii) will not use the Premises in any manner for the storage of any Hazardous Materials except for storage of such materials that are both (1) used in the ordinary course of Tenant's business and (2) properly stored in a manner and location satisfying all Environmental Laws; (iii) will not install any underground tanks of

any type; and (iv) will not permit any Hazardous Materials to be brought onto the Premises, except in the ordinary course of Tenant's business and in compliance with all Environmental Laws. If any Hazardous Materials are brought or found on the Premises in violation of the above provisions of this Section 5.3, the same shall be immediately removed by Tenant, with proper disposal, and all required cleanup procedures shall be diligently undertaken pursuant to all Environmental Laws. If at any time during or after the Lease Term the Premises are found to be so contaminated or subject to such conditions as a result of Tenant's failure to comply with the foregoing provisions, Tenant shall defend, indemnify and hold Landlord harmless from all claims, demands, actions, liabilities, costs, expenses, damages and obligations of any nature arising from or as a result of the use of the Premises by Tenant or any of Tenant's Invitees. Tenant will maintain on the Premises a list of all materials stored at the Premises for which a material safety data sheet (an "MSDS") was issued by the producers or manufacturers thereof, together with copies of the MSDS's for such materials, and shall deliver such list and MSDS copies to Landlord upon Landlord's request therefor. Except for Hazardous Materials that existed in or on the Premises as of the Commencement Date, Tenant shall remove all Hazardous Materials from the Premises in a manner acceptable to Landlord before the earlier of the date Tenant vacates the Premises and the date Tenant's right to possess the Premises ends. Landlord may enter the Premises and conduct environmental inspections and tests therein as it may require from time to time, provided that Landlord shall use reasonable efforts to minimize the interference with Tenant's business. Such inspections and tests shall be conducted at Landlord's expense, unless they reveal the presence of Hazardous Materials in violation of the above provisions of this Section 5.3 or that Tenant has not complied with the requirements of this Section 5.3, in which case Tenant shall reimburse Landlord for the cost thereof within 30 days after Landlord's request therefor.

In the event any asbestos or other Hazardous Materials are present at the Premises as of the Commencement Date, such asbestos or other Hazardous Materials were present at the Premises as of the commencement of the Existing Lease, and the same must be removed, abated, or neutralized pursuant to applicable laws and regulations, then provided that Tenant notifies Landlord in writing of such presence the same shall be accomplished at no cost and expense to Tenant. If, while Landlord is in the process of satisfying its obligation as provided above to remove, abate, or neutralize any asbestos or other Hazardous Materials, Tenant shall be required to close its operations in the Premises, then Tenant's sole remedy therefor shall be an abatement of Base Rent and Additional Rent until the date Landlord shall complete such removal, abatement or neutralization as aforesaid. Landlord agrees to indemnify, save and hold Tenant harmless from any and all liability and/or damage arising out of or resulting from the presence of asbestos or other Hazardous Materials in the Premises as of the Commencement Date, provided that such asbestos or other Hazardous Materials were present at the Premises as of the commencement of the Existing Lease.

## **ARTICLE VI** **LANDLORD'S SERVICES**

**Section 6.1 Landlord's Services.** Landlord shall furnish to the Building the services set forth below in this Section 6.1, subject to the conditions stated in this Lease. The cost of certain of these services are to be (i) paid by Tenant, as provided in this Lease, or (ii) included in Operating Costs, Insurance Costs or Taxes, as applicable.

(a) **Building.** Landlord shall maintain and keep in good condition and repair the exterior and structure of the Building and mechanical elements of the Building, including the roof and roof structure, and the utility lines and systems outside the Building (except to the extent those utility lines or systems are the property or responsibility of the applicable utility company).

(b) **Systems.** Subject to Tenant's obligations under Section 7.4, Landlord shall operate, maintain and repair the heating, ventilating and air conditioning system, the plumbing system, the fire suppression sprinkler system and the electrical system of the Building. Landlord shall provide heating and air conditioning services to the Premises to heat and cool the Premises at temperatures in accordance with ASHRAE standards.

(c) Water and Sewer. Cold and hot water at standard Building temperatures will be available for ordinary drinking, cleaning, sanitary and lavatory purposes. If Tenant requires or uses water for any purpose in addition to such ordinary purposes, Landlord may install a water meter at Tenant's expense and thereby measure Tenant's water consumption. Tenant shall pay Landlord, as Additional Rent, on demand the cost of all water consumption so metered, including without limitation any and all sewer rents, taxes or levies assessed by any governmental authority or utility in connection with metered consumption; provided that in such event, Operating Costs shall be equitably adjusted to reflect Tenant's payment for its water consumption. Such meter and installation equipment shall be maintained in good working order and repair at Tenant's expense. Any water or sewer services charged directly to other tenants of the Building shall not be included in Operating Costs.

(d) Common Areas. Landlord shall clean, provide lighting, repair, maintain and provide janitorial services for the Common Areas in order to maintain the Common Areas and plow, salt and/or sand the parking area and walkways to keep same reasonably clear of snow and ice; provided, however Tenant shall be responsible for removing snow and ice on the sidewalks, entryways and access areas immediately adjacent to the Premises.

(e) Waste Removal. Landlord shall provide or arrange for ordinary and reasonable waste removal services for the Building. In the event that Landlord determines that Tenant's quantity of waste is excessive in comparison to other tenants of the Building, Landlord may bill Tenant directly as Additional Rent for any such additional cost therefor or require that Tenant be responsible for disposing of its own waste. Any waste removal services charged directly to other tenants of the Building shall not be included in Operating Costs.

(f) Taxes. Landlord shall pay all Taxes levied upon or with respect to the Project.

(g) Insurance. Landlord shall procure and maintain in full force and effect fire, casualty and extended coverage insurance with respect to the Project, with vandalism and malicious mischief endorsements, liability insurance with respect to the Common Areas, rent loss insurance and such other insurance upon or with respect to the Project as Landlord reasonably determines to be necessary, appropriate and/or desirable or is required by Landlord's lender, all with such limits of coverage as Landlord or Landlord's lender may deem necessary, appropriate and/or desirable.

Section 6.2 Extraordinary Use. Tenant acknowledges that the services to be supplied by Landlord will be sufficient only for the reasonably anticipated Permitted Use. Any additional capacity or structural support, as determined by Landlord, needed for Tenant's equipment beyond that required for the reasonably anticipated Permitted Use shall be subject to Landlord's prior written approval, which approval shall be in Landlord's sole discretion, and all such equipment shall be installed and maintained at Tenant's sole expense.

Section 6.3 Interruption; Delay. Landlord shall have no responsibility or liability for failure or interruption of any such repairs or services referred to in this Article VI, or for any interruption in utility services, caused by breakage, accident, strikes, repairs, inability after exercise of reasonable diligence to obtain supplies or otherwise furnish services, or for any cause or causes beyond the reasonable control of Landlord (but Landlord, in respect of those matters for which Landlord is responsible, will use reasonable efforts to restore such services or make such repairs as soon as possible), nor in any event for any indirect or consequential damages; and failure or omission on the part of Landlord to furnish such service or make such repair shall not be construed as an eviction of Tenant, nor render Landlord liable in damages, nor entitle Tenant to an abatement of Base Rent or Additional Rent, nor release Tenant from the obligation to fulfill any of its covenants under this Lease, except as provided in Articles X and XI with respect to eminent domain and damage by fire or other casualty. If any of such services are interrupted by a cause or causes within the reasonable control of Landlord so as to render the Premises, or a significant portion thereof, untenable and such interruption of services continues for five consecutive Business Days after Tenant gives Landlord written notice thereof, Tenant shall be entitled to an abatement of Base Rent in proportion to the portion of the Premises rendered untenable for each day

after such fifth Business Day that such untenable condition continues by reason of such interruption in services.

Section 6.4 Indemnification by Landlord. Landlord will exonerate, indemnify, defend, save and hold harmless Tenant (and any and all Persons claiming by, through or under Tenant) from and against all claims, proceedings, defenses thereof, liabilities, costs, and expenses of any kind and nature, including legal fees, arising from: (i) any breach of this Lease by Landlord or any of Landlord's agents, servants, employees, contractors and subcontractors and/or (ii) any act, omission or negligence of Landlord or any of Landlord's agents, servants, employees, contractors and subcontractors or arising from any accident, injury or damage occurring in, on or about Premises, which such accident, damage or injury results or is claimed to have resulted from the negligence or misconduct on the part of Landlord or any of Landlord's agents, servants, employees, contractors and subcontractors. This exoneration, indemnification and hold harmless agreement shall survive the termination of this Lease.

## **ARTICLE VII** **CERTAIN OBLIGATIONS OF TENANT**

Section 7.1 Rent. Tenant will promptly pay the Base Rent and Additional Rent, including without limitation any and all fees, charges, expenses, fines, assessments or other sums payable by Tenant to Landlord (or to the applicable provider of utilities) at the time and in the manner provided for in this Lease, all of which shall be deemed to be obligations to pay Base Rent or Additional Rent.

Section 7.2 Electric Requirements. Tenant agrees that its use of electric current shall never exceed the capacity of existing feeders, risers and wiring installations in the Building. Tenant shall not make or perform any alterations to wiring, installations, lighting fixtures or other electrical facilities in any manner without the prior written consent of Landlord, which consent shall be in Landlord's sole discretion. Any risers or wiring to meet Tenant's excess electrical requirements, if requested by Tenant and approved by Landlord, will be installed by Landlord at Tenant's expense.

Section 7.3 No Waste. Tenant shall not overload, damage or deface the Premises nor shall it suffer or permit the same to be done, nor shall it commit any waste.

Section 7.4 Maintenance: Repairs; and Yield-Up. During the Lease Term and any holdover, Tenant will keep the Premises neat and clean and maintain the same and all improvements thereon in good repair, condition and appearance, reasonable wear and tear and the provisions of Article 10 and 11 excepted. Tenant's obligation to so maintain and repair the Premises shall apply to all of the Premises, including, without limitation, all doors, glass, fixtures, interior walls, floors, ceilings, and any other systems exclusively serving the Premises (including, without limitation, all utility systems and the HVAC systems and units exclusively serving the Premises) (collectively, the "Tenant's Exclusive Systems"). There is excepted from Tenant's obligations under this Section only (a) damage to such portions of the Premises not the responsibility of Tenant under this Lease and originally constructed by Landlord, (b) repairs and work which are otherwise the specific responsibility of Landlord hereunder and (c) reasonable wear and tear. Without limiting the foregoing, Tenant and not Landlord shall be solely responsible for the maintenance and repair of the Premises, the Tenant's Exclusive Systems and all the pipes, wires, conduits, utilities and other installations that serve only the Premises (including without limitation, any of the same that connect to base building systems to the extent that the same serve only the Premises). Tenant agrees to make all repairs and replacements and to do all work necessary to satisfy its obligations under this Section 7.4, whether the work be ordinary or extraordinary, foreseen or unforeseen including, without limitation, all interior repainting, replacement of glass injured or broken and of floor, ceiling and wall coverings and surfaces worn or damaged. Tenant shall have the benefit of, and may enforce, all warranties which Landlord may have received with respect to any of the systems or components of the Premises. At the end of the Lease Term or sooner termination of this Lease, Tenant shall peaceably surrender and deliver up the Premises to Landlord, broom clean, with all utilities safely capped, and in good repair and condition, and removing all electronic, fiber, phone and data cabling and related equipment that is installed by or for the exclusive benefit of Tenant or any party acting under or through

Tenant, all signs and lettering and all personal property, goods and effects belonging to Tenant or anyone claiming through or under Tenant. Tenant shall cause all maintenance and repair work to conform to Legal Requirements. Tenant shall keep the Premises clear of all filth, trash and refuse. If Tenant fails to perform Tenant's obligations under the above provisions of this Section, then Landlord will have the right (but not the obligation), without waiving any default by Tenant, to cause such obligations to be performed upon not less than ten days prior written notice to Tenant (or a shorter period of prior written notice, or a contemporaneous written notice, if appropriate in Landlord's judgment in light of the nature of Tenant's obligations to be performed), and if Landlord causes any of such obligations to be performed, the costs and expenses reasonably incurred by Landlord in connection therewith shall be due and payable by Tenant to Landlord as Additional Rent within 15 days after demand.

Section 7.5 Alterations by Tenant. Tenant will not make any change in, or addition to, the Premises without first obtaining, on each occasion, Landlord's consent in writing as provided below (which consent shall not be unreasonably withheld), and then only at Tenant's expense, and in a lawful manner and upon such terms and conditions as Landlord, by such writing, shall reasonably approve, which shall include, without limitation, (a) maintenance of insurance in form and substance reasonably satisfactory to Landlord, and (b) compliance with Sections 7.9 and 7.11. Notwithstanding the immediately preceding sentence, Tenant may, upon notice to but without the requirement for consent by Landlord, make cosmetic alterations to the Premises which are non-structural, do not affect any Building systems, and do not penetrate the roof of the Building. Any alteration or addition shall be consistent in appearance with the rest of the Building and the Project and shall be made only after duly obtaining (and providing to Landlord copies of) all required permits and licenses from all governmental authorities. Tenant will deliver to Landlord in writing a schedule setting forth the details and location of all such proposed alterations or additions and detailed plans and specifications. The contractor(s) performing the work shall be subject to Landlord's approval, which will not be unreasonably withheld. If required by Landlord's lender, Tenant shall provide a statutory lien bond with respect to such work. All approved repairs, installations, alterations, additions or other improvements made by Tenant shall be made in a good and workmanlike manner, between such hours as approved in writing by Landlord, and in such a way that utilities will not be interrupted and other tenants and occupants of the Building will not suffer unreasonable inconvenience or interference as determined by Landlord. Tenant's Invitees shall be given such reasonable access to other portions of the Building and the mechanical systems as may be necessary or appropriate to perform such work. Both during and after the performance of any such work, Landlord shall have free access to any and all mechanical installations in the Premises, including, but not limited to, air conditioning, fans, ventilating systems, machine rooms and electrical closets; and Tenant shall not construct or permit the installation of partitions and/or other obstructions in the Premises which might interfere with Landlord's free access to the Premises or Building, or impede the free flow of air to and from air vents and other portions of the heating, ventilating and air conditioning systems in the Building. Unless Landlord elects otherwise or has agreed otherwise in writing prior to installation, all installations, alterations, additions or improvements in or to the Premises shall be the property of Landlord and shall remain upon, and be surrendered with, the Premises at the end of the Lease Term or sooner termination of this Lease.

Section 7.6 Trade Fixtures and Equipment. Any trade fixtures installed in, or attached to, the Premises by, and at the expense of, Tenant shall remain the property of Tenant, if the same may be removed without damage to, or destruction of, the Premises. Tenant shall have the right, at any time and from time to time during the Lease Term, to remove any and all of its trade fixtures, which it may have installed in, or attached to, the Premises, during the Lease Term. In addition, at the end of the Lease Term or sooner termination of this Lease, Tenant shall remove all of Tenant's trade fixtures unless Landlord gives Tenant a written waiver for same. At any time that Tenant removes any of its trade fixtures, Tenant shall promptly repair any damage to the Project caused by such removal.

Section 7.7 Compliance with Laws. Tenant, in its use of the Premises and at its sole expense, shall comply with all Legal Requirements, including, without limitation, all Legal Requirements related to the use, storage, discharge, release, removal or existence of Hazardous Materials. Tenant shall keep the Premises in a sanitary and safe condition in accordance with all Legal Requirements.

Section 7.8 Contents at Tenant's Risk. All inventory, equipment, goods, merchandise, furniture, fixtures and property of every kind which may be on or about the Premises shall be at the sole risk and hazard of Tenant, and if the whole or any part thereof shall be destroyed or damaged by fire, water or otherwise, or by the use or abuse of water or by the leaking or bursting of water pipes, or by rising water, or by roof or other structural leak, or by loss of electrical service, or in any other way or manner, no part of such loss or damage shall be charged to or borne by Landlord in any case whatsoever, except that to the extent required by applicable Massachusetts law. The foregoing shall not exculpate Landlord from its own negligent acts or omissions. Tenant shall maintain full and adequate insurance coverage on all of its property at the Premises and in the remainder of the Building, including physical damage, theft and business interruption insurance, or Tenant shall be a self-insurer thereof, in which case Tenant shall so advise Landlord in writing and shall be fully responsible for all such damage, and shall indemnify and save harmless Landlord from any loss, cost, expense, damage or liability resulting from Tenant's failure to have such insurance as required in this Lease. Such insurance on Tenant's property shall contain a waiver of subrogation clause in favor of Landlord, or shall name Landlord as an additional insured for the sole purpose of preventing a subrogation claim against Landlord. If Tenant is a self-insurer, in whole or in part, Landlord shall be entitled to the same benefits it would have enjoyed had insurance covering the loss in full with a waiver of subrogation clause been in effect, or as if Landlord has been named on insurance covering the loss in full as an additional insured for the purpose of preventing a subrogation claim.

Section 7.9 Exoneration; Indemnification and Insurance. Tenant will exonerate, indemnify, defend, save and hold harmless Landlord (and any and all Persons claiming by, through or under Landlord) from and against all claims, proceedings, defenses thereof, liabilities, costs, and expenses of any kind and nature, including legal fees, arising from: (i) any breach of this Lease by Tenant or any of Tenant's Invitees or other Person claiming by, through or under Tenant; and/or (ii) any act, omission or negligence of any of Tenant's Invitees, or arising from any accident, injury or damage occurring in, on or about the Project, which such accident, damage or injury results or is claimed to have resulted from the negligence or misconduct on the part of any of Tenant's Invitees. This exoneration, indemnification and hold harmless agreement shall survive the termination of this Lease.

At all times during the Lease Term and any period of holding over, Tenant shall maintain in full force and effect a policy of commercial general liability insurance under which Landlord (and its designees) and Landlord's mortgagee(s), loss payee(s), lender's loss payee(s) are named as additional insureds. Such policy shall be written on ISO Commercial General Liability Coverage Form CG 00 01 (12 07) edition date or equivalent. Any endorsement to the policy should not in any way restrict the premises/operations, personal injury/advertising injury, product liability/completed operations, and contractual liability coverage that is provided in the above form. Such policy shall be non-cancelable with respect to Landlord without 30 days prior written notice to Landlord, and Tenant shall deliver to Landlord prior to occupancy and thereafter at least 30 days prior to the expiration of any then effective coverage a satisfactory written certificate of insurance coverages in the exact form attached hereto as Exhibit E or the renewal or replacement of such coverages. The minimum limits of liability of such insurance shall be \$1,000,000 combined single limit for bodily injury and property damage, each occurrence, and \$2,000,000 general aggregate limit, \$1,000,000 per occurrence liquor liability together with an overall umbrella liability limit of \$2,000,000. Tenant shall not permit any contractor to do any work at or furnish any materials to be incorporated into the Premises without first delivering to Landlord satisfactory evidence of the contractor's commercial general liability insurance, worker's compensation insurance, automobile insurance and, if required by Landlord's lender, statutory lien bonds, each reasonably acceptable to Landlord and complying with any insurance specifications provided by Landlord. All insurance requirements imposed upon Tenant or its contractors under this Lease shall be subject to the further requirement that the forms of coverage and all companies providing insurance coverage should be licensed in the Commonwealth of Massachusetts, be in sound financial condition, maintain an A.M. Best rating of A- or better, and be reasonably acceptable to Landlord.

Landlord shall not be responsible or liable to Tenant, or to those Persons claiming by, through or under Tenant, for any loss or damage that may be occasioned by or through the acts or omissions of Persons occupying or using adjoining premises or any part of the Project, or otherwise, or for any loss or

damage resulting to Tenant or those Persons claiming by, through or under Tenant, or its or their property, except that the foregoing shall not exculpate the Landlord from acts of its own negligence.

Section 7.10 Landlord's Access. Landlord and its representatives shall have the right without charge to it and without reduction in Base Rent or Additional Rent, at reasonable times and in such manner as shall not unreasonably interfere with Tenant's business, to enter the Premises for any reasonable purpose (including, without limitation, showing the Premises to prospective purchasers, lenders and, during the last 12 months of the Lease Term, tenants) and to make entry for the purpose of investigating repair or maintenance problems and to make such repairs or changes as Landlord deems advisable, and to maintain, use, repair, replace, relocate or introduce pipes, ducts, wires, meters and any other Landlord's fixtures serving or to serve the Premises or other parts of the Project (which shall be installed above ceilings, behind walls, along existing columns, or in other areas which do not interfere with Tenant's business), or to maintain or repair any portion of the Project, and, in case of an emergency, whether resulting from circumstances in the Premises or elsewhere on the Project, Landlord or its representatives may enter the Premises (forcibly, if necessary) at any time to take such measures as may be needed to cope with such emergency. Except in the case of an emergency, such entry shall be at reasonable times and upon reasonable prior notice and Landlord shall afford Tenant the opportunity to have Tenant's designee accompany Landlord while in the Premises. Such access shall include, but not be limited to, the right to open floors, walls, ceilings, and building systems for the foregoing purposes. During the last 12 months of the Lease Term, and at any other time during the Lease Term that an Event of Default exists, Landlord shall have the right to place signs at and about the Premises (including but not limited to in any exterior window of the Premises and on the exterior of and outside the Building), advertising the Premises as being available for lease.

Section 7.11 No Liens. Tenant shall not permit any mechanics', laborers' or materialmen's liens to stand against the Project or Tenant's interests in the Premises, this Lease, or the estate created hereby for any labor or materials furnished to Tenant or claimed to have been furnished to Tenant in connection with work of any character performed or claimed to have been performed in or on the Premises by or at the direction or sufferance of Tenant. Landlord may condition the right of Tenant to do any work which could result in a lien upon the Project or Tenant's interest in the Premises, this Lease, or the estate created hereby on the delivery and recording of statutory lien bonds (if required by Landlord's lender) or indemnities satisfactory to Landlord.

Section 7.12 Rules and Regulations. Landlord may from time to time promulgate and revise reasonable written rules and regulations to regulate the conduct generally of all tenants of the Building. Tenant covenants that all of Tenant's Invitees will comply with all such rules and regulations in effect from time to time. Landlord shall enforce such rules and regulations, if at all, in a non-discriminatory manner. To the extent that there is any conflict between such rules and regulations and this Lease, the terms of this Lease shall control.

## **ARTICLE VIII** **SUBLETTING AND ASSIGNMENT**

### Section 8.1 Subletting and Assignment.

(a) Except as hereinafter set forth, Tenant shall not assign, mortgage, pledge or encumber this Lease nor sublet all or any part of the Premises, nor permit or allow the use of all or any part of the Premises by third party users, such as concessionaires, without, on each occasion, obtaining Landlord's written consent thereto, which consent may be granted, conditionally granted or withheld in Landlord's reasonable discretion. As used herein, the term "assign" or "assignment" shall be deemed to include, without limitation: (i) any transfer of Tenant's interest in this Lease by operation of law or the merger or consolidation of Tenant with or into any other firm or corporation; or (ii) the transfer or sale of a controlling interest in Tenant (whether in a single transaction or a series of transactions) and whether by sale of its capital stock or otherwise.

(b) (i) Notwithstanding anything to the contrary in Section 8.1(a), Landlord will not unreasonably withhold or delay its consent to any sublease of all or any part of the Premises, so long as (A) the sublease will not violate the terms of any agreement, instrument, law, rule, regulation or requirement which is binding upon Landlord and/or the Project; (B) the subtenant's proposed use is permitted under the terms of this Lease; (C) the subtenant is qualified to do business in the Commonwealth of Massachusetts and has all applicable permits and licenses to do business from the Premises; (D) Tenant pays to Landlord all of Landlord's reasonable expenses arising out of such sublease, including, without limitation, reasonable attorneys' fees; (E) there does not then exist an Event of Default and no Event of Default will be created as a result of the proposed sublease or the proposed use by the subtenant; and (F) the proposed sublease prohibits any assignment of the sublease or any sub-sublease of any portion of the Premises without the prior written consent of Landlord, which Landlord will not unreasonably withhold or delay.

(ii) Notwithstanding anything to the contrary in Section 8.1(a), Landlord will not unreasonably withhold or delay its consent to an assignment of this Lease, so long as: (1) the assignee assumes this Lease pursuant to a document satisfactory to Landlord; (2) the assignee is qualified to do business in the Commonwealth of Massachusetts and has all applicable permits and licenses to do business from the Premises; (3) Tenant pays to Landlord all of Landlord's reasonable expenses arising out of such assignment, including, without limitation, reasonable attorneys' fees; (4) there does not then exist an Event of Default and no Event of Default will be created as a result of the proposed assignment or the proposed use by the assignee; and (5) each of Landlord's mortgagees has consented to such assignment if such mortgagee's consent is required pursuant to the terms of the applicable financing documents.

(c) In the event of any permitted assignment of this Lease or sublease of all or any part of the Premises by Tenant, Tenant shall be jointly and severally liable with the new tenant for the payment of any and all Base Rent and Additional Rent which may become due by the terms of this Lease and for the performance of all covenants, agreements and conditions on the part of Tenant to be performed hereunder. Tenant shall also pay to Landlord 50% of any rent received as a result of the assignment or sublease which exceeds the Base Rent and Additional Rent payable hereunder on a per square foot basis, after taking into account the costs of the assignment or sublease amortized on a straight-line basis over the remaining Lease Term. No such assignment or sublease shall be valid or effective unless and until (i) the new tenant and Tenant execute and deliver to Landlord an agreement, in form and substance reasonably satisfactory to Landlord, pursuant to which inter alia, such new tenant (A) assumes all of the obligations of Tenant under this Lease, (B) if a sublease, agrees to execute and deliver such estoppel certificates and subordination agreements in the same forms as Landlord may require of Tenant under this Lease, (C) if a sublease, acknowledges that Landlord has no obligations to new tenant under this Lease, the sublease or otherwise and (D) agrees to maintain the same insurance coverages as the insurance coverages which Tenant is required to maintain under this Lease and to provide evidence thereof to Landlord in accordance with the terms of this Lease; and (ii) the new tenant delivers to Landlord evidence of the insurance coverages required to be maintained by such new tenant under the agreement referenced in clause (i) above. No modification of the terms of this Lease or any course of dealing between Landlord and any assignee or sublessee of Tenant's interest herein shall operate to release or impair Tenant's obligations hereunder.

(d) Any sublease of all or any portion of the Premises and any assignment of this Lease shall be made, if at all, only through The Bulfinch Companies, Inc., as broker. Tenant shall pay a market rate commission to The Bulfinch Companies, Inc. for any such sublease or assignment. Tenant shall not offer or solicit offers for all or any portion of the Premises for sublease or for assignment of this Lease other than through The Bulfinch Companies, Inc. Notwithstanding the above provisions of this Section 8.1(d) to the contrary, Tenant shall not be required to use The Bulfinch Companies, Inc. as a broker, or to pay any commission to The Bulfinch Companies, Inc., for an assignment of this Lease in connection with the sale of Tenant's business.

**ARTICLE IX**  
**RIGHTS OF MORTGAGEES AND GROUND LESSORS; ESTOPPEL CERTIFICATES**

Section 9.1 Subordination to Mortgages and Ground Leases. This Lease is and shall be and remain subordinate to the lien of any present or future mortgage or mortgages, or ground lease, upon the Project, irrespective of the time of execution or time of recording of any such mortgage or mortgages, or ground lease, and to all renewals, extensions, and modifications therefor or amendments thereto; provided that as a condition to such subordination to any present or future mortgage or ground lease, the mortgagee or ground lessor must agree not to disturb Tenant's possession of the Premises pursuant to the terms of this Lease so long as no Event of Default exists. Tenant will, upon ten Business Days' advance written request from Landlord or any holder of a mortgage on all or a portion of the Project or the ground lessor thereof, execute, acknowledge and deliver any and all instruments reasonably deemed necessary or desirable by Landlord or such holder to give effect to, or notice of, such subordination, provided that such subordination includes a non-disturbance agreement for the benefit of Tenant on commercially reasonable terms and conditions specified by the mortgagee or ground lessor. Upon ten Business Days' written request from Landlord, any holder of a mortgage or ground lease on the Project or any successor in interest to Landlord, whether by purchase, foreclosure, deed in lieu of foreclosure or otherwise, Tenant shall enter into an attornment agreement, in the form requested by such party, with such party.

Section 9.2 Lease Superior at Mortgagee's or Ground Lessor's Election. At the request in writing of any mortgagee, or ground lessor, of the Project, this Lease shall be deemed superior to such mortgage, or ground lease, whether this Lease was executed before or after such mortgage, or ground lease, and Tenant shall execute such documents to effect the foregoing in recordable form as such mortgage, or ground lessor, shall request.

Section 9.3 Notice to Mortgagee and Ground Lessor. Upon receipt of a written request from Landlord or any holder of a mortgage, on all or any part of the Project, or the ground lessor thereof, Tenant will thereafter send any such holder copies of all notices (including, but not limited to, notices of default or termination) given by Tenant to Landlord in accordance with any provision of this Lease. In the event of any failure by Landlord to perform, fulfill or observe any agreement by Landlord herein or any breach by Landlord of any representation or warranty of Landlord herein, any such holder may at its election cure such failure or breach for and on behalf of Landlord within ten Business Days after the time provided herein for Landlord to cure the same or such longer period as may be reasonably necessary to cure the default. In the event of any inconsistency between this Section 9.3 and any similar provision in a Subordination, Non-Disturbance and Attornment Agreement entered into by Tenant and any mortgagee or ground lessor, the provisions of the Subordination, Non-Disturbance and Attornment Agreement shall be controlling.

Section 9.4 Limitations on Obligations of Mortgagees, Ground Lessors and Successors. The holder of a mortgage or ground lease or any successor-in-interest to any of them or to Landlord, shall not be: (a) bound by any payment of an installment of Base Rent or Additional Rent which may have been made more than 30 days before the due date of such installment; (b) bound by any amendment or modification to this Lease made without the consent of the holder of a mortgage or ground lease or such successor in interest; (c) liable for any previous act or omission of Landlord (or its predecessors in interest), except for continuing Landlord defaults of a non-monetary nature; (d) responsible for any monies owing by Landlord to the credit of Tenant or subject to any credits, offsets, claims, counterclaims, demands or defenses which Tenant may have against Landlord (or any of its predecessors in interest); (e) bound by any covenant to undertake or complete any construction of the Premises or any portion thereof; or (f) obligated to make any payment to Tenant other than any security deposit actually delivered to holder of a mortgage or ground lease or such successor in interest. Further, Tenant will not seek to terminate this Lease by reason of any act or omission of Landlord until Tenant shall have given written notice of such act or omission to the holder of such mortgage or ground lease (at such holder's last address furnished to Tenant) and following the giving of such notice such holder shall have the right, but shall not be obligated, to remedy such act or omission within ten Business Days after the time period provided for in this Lease for Landlord to cure the same or such longer period as may be reasonably

necessary to cure the same. In the event of any inconsistency between this Section 9.4 and any similar provision in a Subordination, Non-Disturbance and Attornment Agreement entered into by Tenant and any mortgagee or ground lessor, the provisions of the Subordination, Non-Disturbance and Attornment Agreement shall be controlling.

Section 9.5 Estoppel Certificate By Tenant and Information Concerning Tenant. Tenant shall, at any time and from time to time, within ten days after written request by Landlord or any holder of a mortgage on all or a portion of the Project or the ground lessor thereof, execute, acknowledge and deliver to Landlord and any mortgagee or ground lessor a statement in writing certifying that (except as may be otherwise specified by Tenant): (i) this Lease is presently in full force and effect and unmodified; (ii) Tenant has accepted possession of the Premises; (iii) any improvements required by the terms of this Lease to be made by Landlord have been completed to the satisfaction of Tenant; (iv) no rent under this Lease has been paid more than 30 days in advance of its due date; (v) the addresses for notices to be sent to Tenant is as set forth in this Lease or as specified in such certificate; (vi) Tenant as of the date of executing the certificate has no charge, lien or claim of offset under this Lease, or otherwise, against rents or other charges due or to become due hereunder; (vii) Tenant is not in default under this Lease; (viii) to the best of Tenant's knowledge, Landlord is not in default of this Lease; and (ix) such other information as Landlord may reasonably request about this Lease or Tenant's occupancy. In addition, at the request of Landlord from time to time, but not more frequently than once each calendar year, Tenant shall deliver copies of Tenant's most recent annual financial statements (audited if available) to Landlord.

## **ARTICLE X** **CASUALTY**

### Section 10.1 Damage From Casualty.

(a) If any portion of the Premises or the Building affecting Tenant's use of the Premises is damaged by fire or other casualty, Tenant shall give Landlord written notice of such casualty promptly after Tenant becomes aware of such casualty. Within 30 days after Tenant gives Landlord written notice of such casualty, Landlord shall reasonably estimate, and give Tenant written notice of, the period commencing with the date of such notice (the "Restoration Period") that Landlord anticipates will be reasonably required to perform the restoration work which is the responsibility of Landlord as provided below. If Landlord reasonably estimates that the Restoration Period will be longer than 180 days, then either Landlord or Tenant may terminate this Lease by giving to the other written notice of termination within 30 days after Landlord gives Tenant written notice of such estimate. Such notice of termination shall be effective on the date thereof, and if Tenant is then occupying the Premises, Tenant shall thereafter have a reasonable period of time in which to vacate the Premises. If (i) Landlord reasonably estimates that the Restoration Period will be 180 days or shorter, or (ii) Landlord reasonably estimates that the Restoration Period will be longer than 180 days but neither Landlord nor Tenant exercises its right to terminate this Lease as set forth above, then this Lease shall not terminate; and in such event, Landlord shall, unless Landlord exercises its termination right pursuant to Section 10.3, with reasonable dispatch, repair or rebuild so much of the Premises as were originally constructed by Landlord to substantially their condition immediately prior to the casualty (subject to Legal Requirements then in existence), and Tenant shall concurrently (to the extent practical and consistent with good construction practices) (i) repair and restore so much of the Premises as were constructed by Tenant or are the responsibility of Tenant under this Lease and (ii) repair and restore its fixtures and personal property.

(b) If, pursuant to Section 10.1(a), Landlord is required to restore the Premises and Landlord fails to substantially complete such restoration within 30 days after the end of the Restoration Period (subject to extension for delays described in Section 10.1(c)), then Tenant shall have the right to terminate this Lease upon 30 days prior written notice to Landlord. If Landlord fails to substantially complete such restoration work within such 30-day period, then this Lease shall terminate as of such 30<sup>th</sup> day.

(c) Landlord shall not be responsible for any delay in commencement of restoration which may result from delays in adjustment or collection of insurance proceeds. Notwithstanding any

other provisions of this Section 10.1 to the contrary, Landlord shall not be obligated to commence repair or restoration work prior to receipt of sufficient insurance proceeds, nor shall Landlord be required to expend sums in excess of "net recovered insurance proceeds". The term "net recovered insurance proceeds" shall mean the amount of any insurance proceeds actually recovered by Landlord, less the cost of obtaining the same (including attorneys' fees and appraisal fees) and less the amount thereof required to be paid to a mortgagee or ground lessor.

Section 10.2. Abatement of Rent. In the event that the provisions of Section 10.1 shall become applicable, the Base Rent and Additional Rent shall be abated or reduced proportionately during any period in which, by reason of any such damage or destruction, there is substantial interference with the operation of the business of Tenant in the Premises, having regard to the extent to which Tenant may be required to discontinue its business in the Premises, and such abatement or reduction shall continue (but may be adjusted from time to time based on the extent of the interference with Tenant's operations) for the period commencing with such destruction or damage and ending with the substantial completion by Landlord of such work, repair and/or reconstruction as Landlord may do.

Section 10.3 Landlord's Right to Terminate. Notwithstanding the foregoing, Landlord may terminate this Lease following: (a) damage or destruction to the Premises to the extent of 30% or more of the cost of replacement thereof; or (b) the refusal of the applicable insurance carrier to pay funds sufficient for the cost to repair or replace or the refusal of any applicable mortgagee or ground lessor to release the insurance proceeds for such purposes. Landlord may exercise the right to so terminate this Lease by written notice to Tenant given within 60 days after the date of the damage or 60 days after the date Landlord receives written notice of such damage, whichever is later. Such notice of termination shall be effective on the date thereof.

## **ARTICLE XI** **EMINENT DOMAIN**

Section 11.1 Eminent Domain; Right to Terminate and Abatement in Rent. If the Premises or any part thereof such that the balance (if reconstructed to the maximum extent practicable in the circumstances) is physically unsuitable for Tenant's purposes, or the whole or any substantial part of the Project, shall be taken, or if a conveyance shall be made in anticipation thereof, for any street or other public use, by action of the municipal, state, federal or other authorities, or shall receive any substantial direct or consequential damage for which Landlord or Tenant shall be entitled to compensation by reason of anything lawfully done in pursuance of any public authority, then this Lease and the Lease Term shall terminate at the election of either party (given by written notice to the other within 90 days of the taking or within 90 days of notice of the taking to Landlord), and such election may be made in case of any such taking notwithstanding the entire interest of Landlord may have been divested by such taking; and if neither party so elects, then in case of any such taking or destruction of, or damage to, the Premises, rendering the same or any part thereof unfit for use and occupation, a just proportion of the Base Rent according to the nature and extent of the injury sustained by the Premises as determined by Landlord, shall be suspended or abated until the Premises or, in case of such taking, what may remain thereof, shall have been put in proper condition for use and occupation. To the extent that the Premises, upon having been put in proper condition for use and occupation, are smaller, the Base Rent hereinbefore reserved shall be reduced for the balance of the Lease Term in the same proportion which the reduction in space bears to the original Leasable Square Footage of the Premises. In the event of a taking of any portion of the Building, Tenant's Share shall be recomputed.

Section 11.2 Restoration. If this Lease is not terminated as provided in Section 11.1, Landlord shall apply so much of the available proceeds of the eminent domain award as are required to restore the Project and the Premises to a condition, to the extent practical, substantially the same as that immediately preceding the taking, but subject to zoning laws and building codes then in existence. If the available proceeds of the eminent domain award are insufficient, in Landlord's judgment, for that purpose, Landlord shall have no obligation to expend funds in excess of said proceeds and Landlord shall have the right to select which portions of the Project, if any, shall be restored. The term "available proceeds" shall mean the amount of the award paid to Landlord, less cost of obtaining the same (including attorneys' fees

and appraisal fees) and less the amount thereof required to be paid to a mortgagee or ground lessor. In the event Landlord fails to commence restoration of the Project and/or the Premises within 60 days after the taking, Tenant shall have the right to terminate the Lease upon 60 days' prior written notice to Landlord.

Section 11.3 Landlord to Control Eminent Domain Action. Landlord reserves all rights to compensation for damage to the Premises or any part thereof, or the leasehold hereby created, by reason of any taking for public use of the Premises or any portion thereof, or right appurtenant thereto, or privilege or easement in, through, under or over the same, and by way of confirmation of the foregoing Tenant hereby assigns all rights to such damages accruing during the Lease Term to Landlord; provided that nothing herein contained shall limit Tenant's right to any separate award for the taking of personal property, moving expenses, or other items the payment of which shall not reduce the award payable to Landlord.

## **ARTICLE XII** **DEFAULT AND REMEDIES**

Section 12.1 Event of Default. As used herein, "Event of Default" shall mean the occurrence and/or existence of any one or more of the following: (a)(i) Tenant shall neglect or fail to pay any installment of Base Rent or any regularly scheduled installment of Additional Rent on or before the date on which the same becomes due and payable, and such failure continues for ten days after Landlord gives Tenant written notice thereof, or (ii) Landlord having given the notice specified in the foregoing clause (a)(i) to Tenant twice in any 12 month period, Tenant shall fail, on another occasion within 12 months after the first such notice, to pay any installment of Base Rent or regularly scheduled installment of Additional Rent on or before the date on which the same becomes due and payable; or (b) Tenant shall neglect or fail to perform or observe any of the other covenants or undertakings herein on its part to be performed or observed and such neglect or failure shall continue for 30 days after notice to Tenant; provided that if the default is other than a default under clause (a) above, or clauses (c) through (i) below, and is such that it cannot be cured within 30 days, but is capable of being cured, such 30 day period shall be extended for such time, not to exceed an additional 30 days, as is reasonably necessary to cure such default, provided that Tenant commences to cure such default within said 30 day period and continues to do so diligently until completion; or (c) there is filed by Tenant or any of Guarantors any case, petition, proceeding or other action under any Bankruptcy Law; or (d) any other proceedings shall be instituted against Tenant or any of Guarantors under any Bankruptcy Law and not be dismissed within 60 days; or (e) Tenant or any of Guarantors shall execute an assignment of its property for the benefit of its creditors; or (f) a receiver, custodian or other similar officer for Tenant or any of Guarantors shall be appointed and not be discharged within 60 days; or (g) the estate hereby created shall be taken by execution or by other process of law and is not redeemed by Tenant within 30 days thereafter; or (h) an assignment or sublease in violation of the terms of this Lease; or (i) any other event constituting an Event of Default under other Sections of this Lease. If, as provided above, Landlord is responsible for collecting rent via electronic funds transfer, then Tenant, other than having inadequate funds, will not be subject to default for any errors or omissions by Landlord or Landlord's bank.

### Section 12.2 Landlord's Remedies.

(a) Upon the occurrence of an Event of Default and after the lapse of any applicable period of cure, Landlord may, immediately or at any time thereafter (notwithstanding any license or waiver of any former breach or waiver of the benefit hereof, or consent in a former instance), and without demand or notice but in accordance with applicable law, in person or by agent or attorney, enter the Premises or any part thereof and repossess the same as of its former estate, and/or, by written notice to Tenant, terminate Tenant's right to possession under this Lease without terminating this Lease or terminate this Lease, and in any such event expel Tenant and those claiming through or under it and remove their effects without being deemed guilty of any manner of trespass and without prejudice to any remedy which might otherwise be used for arrears of Base Rent or Additional Rent or breach of covenant. Whether or not Landlord shall have terminated this Tenant's or Tenant's right to possession, Landlord, in addition to all other remedies which it may have at law or equity, and not in limitation thereof, shall have

the remedies provided in this Article XII. However, under Massachusetts law, the transportation of alcoholic beverages is prohibited except by a licensed distributor, and Tenant shall be afforded access to the Premises for five business days to lawfully remove the alcoholic beverages.

(b) If, pursuant to Section 12.2(a), Landlord terminates Tenant's right of possession of the Premises without terminating this Lease, then Tenant shall pay to Landlord during the remainder of the Lease Term the Base Rent and Additional Rent in installments as and when the same become due and payable, subject to reduction by any rent actually received by Landlord as a result of a re-letting of the Premises (net of the reasonable and customary costs of re-letting, including remodeling costs, brokerage commissions and reasonable attorneys' fees). Landlord shall exercise commercially reasonable efforts to re-let the Premises to mitigate damages, and Landlord may re-let the Premises or any part or parts thereof, either in the name of Landlord or otherwise for a term or terms which may, at Landlord's option, be less than or exceed the period which would otherwise have constituted the balance of the Lease Term and may grant concessions or free rent. The good faith failure of Landlord to re-let the Premises or any part or parts thereof, or, if the Premises are re-let, the good faith failure to collect the rents due under such re-letting, shall not release or affect Tenant's liability for damage so long as Landlord does not act arbitrarily or capriciously. Any suit brought to collect the amount of the deficiency for any month or other period shall not prejudice in any way the right of Landlord to collect the deficiency for any subsequent month or period by a similar proceeding. Landlord, at Landlord's option, may make such alterations, repairs, replacements and decorations on the Premises as Landlord in Landlord's sole but good faith business judgment considers advisable and necessary for the purpose of re-letting the Premises, and the making of such alterations or decorations shall not operate or be construed to release Tenant from liability hereunder.

(c) If, pursuant to Section 12.2(a), Landlord terminates this Lease, Tenant shall forthwith pay to Landlord as damages, in addition to all sums which were due prior to the date of such termination, a sum equal to the amount by which the Base Rent and Additional Rent for the remainder of the Lease Term exceeds the fair rental value of the Premises for the remainder of the Lease Term, discounted to present value using a then market rate of interest as reasonably determined by Landlord. For the purposes of computing damages payable pursuant to this Section 12.2(c), the Additional Rent with respect to Taxes, Insurance Costs and Operating Costs for the remainder of the Lease Term will be assumed to be the product of such Additional Rent for the most recently ended fiscal, calendar or lease year, as the case may be, times the number of years remaining of the Lease Term.

(d) Tenant shall be responsible to Landlord for all expenses which Landlord may incur in connection with the enforcement of Landlord's rights after an Event of Default, including, without limitation, reasonable legal expenses, attorneys' fees, brokerage fees, and the cost of putting the Premises in good order or preparing the same for rental.

Section 12.3 Reimbursement of Landlord. Upon the occurrence of an Event of Default, Tenant will, in addition to paying Landlord all amounts due under the terms and provisions of this Lease, including, without limitation, Section 12.9, reimburse Landlord for all reasonable out-of-pocket expenses actually paid by Landlord in collecting rent or in obtaining possession of, or in re-letting the Premises, or in defending any action, including expenses for reasonable counsel fees and commissions. If on termination of this Lease by expiration or otherwise, Tenant shall fail to remove any of its property from the Premises as provided for herein, Landlord shall be authorized, in its sole option, and in Tenant's name and on its behalf, either (a) to cause such property to be removed and placed in storage for the account and at the expense of Tenant; or (b) to sell such property at public or private sale, with or without notice, and to apply the proceeds thereof, after the payment of all expenses of removal, storage and sale, to the indebtedness, if any, of Tenant to Landlord, the surplus, if any, to be paid to Tenant. All sums payable by Tenant under this Article XII shall be deemed Additional Rent.

Section 12.4 Landlord's Right to Perform Tenant's Covenants. If Tenant shall at any time fail to make any payment or perform any other act on its part to be made or performed as in this Lease provided, Landlord, in its sole discretion may after due notice to, or demand upon, Tenant, make any payment or perform any other act on the part of Tenant to be made and performed as in this Lease

provided, in such manner and to such extent as Landlord may reasonably deem desirable, and in exercising any such rights, Landlord may pay necessary and incidental costs and expenses, employ counsel, and incur and pay reasonable attorneys' fees. The making of any such payment or the performing of any other act by Landlord pursuant to this Article shall not waive, or release Tenant from, any obligations of Tenant in this Lease contained. All sums so paid by Landlord and all reasonably necessary and incidental costs and expenses in connection with the performance of any such act by Landlord shall, except as otherwise in this Lease expressly provided, be payable to Landlord on demand, and Tenant covenants to pay any such sum or sums promptly, and Landlord shall have (in addition to any other right or remedy of Landlord) the same rights and remedies in the event of the non-payment thereof by Tenant as in the case of default by Tenant in the payment of the Base Rent. Whenever practicable, Landlord, before proceeding as provided in this Section 12.4, shall give Tenant notice in writing of the failure of Tenant which Landlord proposes to remedy, and shall allow Tenant such length of time as may be reasonable in the circumstances, consistent with any grace periods contained herein, but not exceeding 30 days from the giving of notice, to remedy the failure itself and, if Tenant shall not remedy the failure in the time so allowed, Landlord shall be deemed to have given "due notice" and may proceed as provided in this Section 12.4; provided that nothing in this Section shall prevent Landlord from acting without notice to Tenant in case of any emergency wherein there is danger to property or person or where there may exist any violation of Legal Requirements including but not limited to the presence of Hazardous Materials, in which event no notice shall be required.

Section 12.5 Cumulative Remedies. The specified remedies to which Landlord may resort under the terms of this Lease, or under the provisions of applicable law, are cumulative and not intended to be exclusive of any other remedies or means of redress to which Landlord may be lawfully entitled in case of any breach or threatened breach by Tenant of any provisions of this Lease. The failure of Landlord to insist in any one or more cases upon the strict performance of any of the covenants of this Lease or to exercise any option contained herein shall not be construed as a waiver or a relinquishment for the future of such covenant or option. Receipt by Landlord of any Base Rent or Additional Rent payment with knowledge of the breach of any covenants hereof shall not be deemed a waiver of such breach. No waiver by Landlord of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by it. In addition to the other remedies provided in this Lease, Landlord shall be entitled to restraint by injunction of any violation or attempted or threatened violation of any of the covenants, conditions or provisions of this Lease.

Section 12.6 Expenses of Enforcement. Tenant shall pay all reasonable expenses and reasonable attorneys' fees incurred by Landlord in enforcing any obligation or any remedies hereunder including, without limitation, in connection with collection of Base Rent or Additional Rent, recovery by Landlord of the Premises, or in any litigation in which Landlord shall become involved by reason of any act or negligence of any of Tenant's Invitees or any breach of this Lease by Tenant. Landlord shall pay all reasonable expenses and reasonable attorneys' fees incurred by Tenant in enforcing any obligation or any remedies hereunder including any litigation in which Tenant shall become involved by reason of any act or negligence of Landlord or any breach of this Lease by Landlord. In any litigation between Landlord and Tenant regarding this Lease, the non-prevailing party shall pay the reasonable attorneys' fees incurred by the prevailing party in such litigation.

Section 12.7 Landlord's Default. Landlord shall not be deemed to be in default hereunder unless such default shall remain uncured for more than 30 days following written notice from Tenant to Landlord specifying the nature of such default, or such longer period as may be reasonably required to correct such default. Landlord's liability to keep, maintain, and repair shall always be limited to the cost of making such repair or accomplishing such maintenance or repair. In no event whatsoever shall Landlord be liable for consequential or any indirect damages. The provisions of this Section 12.7 are further subject to the provisions of Articles X and XI dealing with eminent domain and fire and other casualty, and Section 6.3 dealing with interruption of services.

Section 12.8 Limitation of Landlord's Liability. The obligations of Landlord hereunder shall be binding upon Landlord and each succeeding owner of Landlord's interest hereunder only during the period of such ownership, and Landlord and each succeeding owner shall have no liability whatsoever

except for its obligations during each such respective period. Tenant agrees for itself and each succeeding holder of Tenant's interest, or any portion thereof, hereunder, that any judgment, decree or award obtained against Landlord or any succeeding owner of Landlord's interest, which is in any manner related to this Lease, the Premises or Tenant's use and occupancy of the Premises or the Common Areas, or the remainder of the Project, whether at law or in equity, shall be satisfied out of Landlord's equity in the land and buildings then comprising the Project to the extent then owned by Landlord and such succeeding owner, and further agrees to look only to such assets (or proceeds thereof) and to no other assets of Landlord, or such succeeding owner, for satisfaction. Neither Landlord nor any Person executing this Lease on behalf of Landlord, nor any partner, limited or general, or any officer, director, employee, member, trustee, beneficiary, or owner of Landlord, nor any subsequent Landlord, or any partner, limited or general, or any officer, director, employee, member, trustee, beneficiary, or owner of any subsequent Landlord shall have any personal liability hereunder. The remedies provided to Tenant in this Lease are exclusive, and Landlord will not be liable under any theory of recovery, whether based on contract, tort or otherwise.

Section 12.9 Late Payment and Administrative Expense. If Tenant shall fail to pay Base Rent, Additional Rent or other charges within five days after the date that the same become due and payable under this Lease, such unpaid amounts shall bear interest from the due date thereof to the date of payment at the lesser of (a) a per annum rate equal to 3% plus the prime rate of Bank of America, N.A. (or any successor), in effect on the day the payment became due and subject to change thereafter or (b) the maximum rate permitted by applicable law ("Interest Payment"). In addition, if Landlord is required to redeposit any check which is returned for insufficient funds or if Tenant shall fail to pay Base Rent, Additional Rent or other charges within five days after the date that the same become due and payable, then Tenant shall also pay to Landlord an administrative expense charge ("Administrative Expense") of 5% of the amount thereof for each calendar month or part thereof after the due date of such payment until such payment is received by Landlord. The provisions herein for Interest Payment and Administrative Expense shall not be construed to relieve Tenant of the obligation to pay Base Rent, Additional Rent and all other charges when due under this Lease and shall be in addition to and not in limitation of Landlord's other remedies as provided for in this Lease.

### **ARTICLE XIII** **MISCELLANEOUS PROVISIONS**

Section 13.1 Brokers. Each party represents that it has not dealt with any Person in connection with the Premises or the negotiation or execution of this Lease other than officers, employees and attorneys of Landlord. Each party shall indemnify and save harmless the other from and against all claims, liabilities, costs and expenses incurred as a result of any breach of the foregoing representation.

Section 13.2 Quiet Enjoyment. Tenant shall, upon paying all Base Rent and Additional Rent due hereunder and observing and performing all of the terms, covenants and conditions on Tenant's part to be observed and performed, peaceably and quietly have and hold the Premises without hindrance or molestation by any Person or Persons lawfully claiming by, through or under, Landlord, subject to the terms of this Lease.

Section 13.3 Tenant's Request for Landlord's Action. In the event that at Tenant's request Landlord takes any action which is not required of Landlord pursuant to this Lease, Tenant shall pay as Additional Rent Landlord's reasonable attorneys' fees, expenses and disbursements in connection with such action, with payment to be made by Tenant within 15 days after billing therefor by Landlord.

Section 13.4 Notices. Any notice, demand, request or statement required or intended to be given or delivered under the terms of this Lease shall be in writing, shall be addressed to the party to be notified at the address or addresses set forth in the Summary of Basic Terms or at such other address in the continental United States as each party may designate for itself from time to time by notice hereunder, and shall be deemed to have been given, delivered or served upon the earliest of (a) three days following deposit in the U.S. Mail, with proper postage prepaid, certified or registered, return receipt requested, (b) the next Business Day after delivery to a regularly scheduled overnight delivery carrier with delivery fees

either prepaid or an arrangement, satisfactory with such carrier, made for the payment of such fees, (c) receipt of notice given by personal delivery, or (d) when sent, if sent as a PDF or similar attachment to an e-mail, provided the sender did not receive a notice of error, and provided that a copy of such notice is sent on or before the following Business Day via another means allowed hereunder.

Section 13.5 Waiver of Subrogation. Landlord and Tenant hereby release each other, to the extent of their respective insurance coverages, from any and all liability for any loss or damage caused by fire, any of the extended coverage casualties, or other casualties insured against, even if such fire or other casualty shall be brought about by the fault or negligence of the party benefited by the release or its agents, provided that this release shall be in force and effect only with respect to loss or damage occurring during such time as the policies of fire, extended coverage and other insurance, maintained by the releasing party shall contain a clause, or be subject to a statutory provision, to the effect that such release shall not affect said policies or the right of the releasing party to recover thereunder. Tenant's fire, extended coverage, and other insurance policies will include such a clause. To the extent that Tenant is a self-insurer with respect to personal property, the provisions of Section 7.8 shall be applicable.

Section 13.6 Entire Agreement; Execution; Time of the Essence and Headings and Table of Contents. This Lease together with all Exhibits referred to herein and the Summary of Basic Terms, sets forth the entire agreement between the parties hereto and cannot be modified or amended, except in a writing duly executed by the respective parties. This Lease, together with all Exhibits referred to herein and the Summary of Basic Terms, supersedes all previous written and oral negotiations, understandings and agreements regarding the subject matter of this Lease. Neither Landlord nor any Person acting on behalf of Landlord has made any representations to Tenant on which Tenant has relied in entering into this Lease except any representations expressly stated in this Lease. This Lease is executed as a sealed instrument and in multiple counterparts, all copies of which are identical, and any one of which is to be deemed to be complete in itself and may be introduced in evidence or used for any purpose without the production of any other copy. This Lease may be electronically signed and the electronic signatures appearing on this Lease are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. Time is of the essence with respect to the obligations of Tenant and Landlord to be performed within a specific time frame in this Lease. The headings throughout this Lease and the Table of Contents are for convenience of reference only, and shall in no way be held or deemed to define, limit, explain, describe, modify or add to the interpretation, construction or meaning of any provision of this Lease.

Section 13.7 Partial Invalidity. If any term or condition of this Lease or its application to any Person or circumstance shall to any extent be in violation of or unenforceable under any law, rule, regulation or order (including any court order) now existing or hereafter enacted or entered by any court or other governmental entity having competent jurisdiction (including after all appeals therefrom), the remainder of this Lease, or the application of such term or condition to Persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby and shall be enforceable to the fullest extent not prohibited by law.

Section 13.8 No Waiver. No assent, express or implied, by Landlord to any breach of any agreement or condition herein contained on the part of Tenant to be performed or observed, and no waiver, express or implied, of any such agreement or condition shall be deemed to be a waiver of or an assent to any succeeding breach of the same or any other agreement or condition; the acceptance by Landlord of Base Rent or Additional Rent due hereunder (whether such payment is made by Tenant or another Person), or silence by Landlord as to any breach, shall not be construed as waiving any of Landlord's rights hereunder unless such waiver shall be in writing. No payment by Tenant or acceptance by Landlord of a lesser amount than shall be due Landlord from Tenant shall be deemed to be anything but payment on account, and the acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon a letter accompanying said check, that said lesser amount is payment in full shall not be deemed an accord and satisfaction, and Landlord may accept said check without prejudice to recover the balance due or pursue any other remedy.

Section 13.9 Holdover. If Tenant remains in the Premises beyond the expiration of this Lease at the end of the Lease Term, or sooner following an early termination as provided for herein, such holding over shall not be deemed to create any tenancy, but Tenant shall be a daily Tenant at sufferance only subject to all of Tenant's obligations set forth herein, but at a Base Rent equal to one and one-half (1½) times the Base Rent then most recently in effect and Additional Rent and other charges provided for under this Lease, with such Base Rent and Additional Rent to be charged on a monthly basis for each calendar month or portion thereof for which Tenant holds over, without proration for a partial calendar month. The acceptance of a purported rent check following termination shall not constitute the creation of a tenancy at will, it being agreed that Tenant's status shall remain that of a daily Tenant at sufferance, at the aforesaid daily rate. Tenant shall also pay to Landlord all damages, if any, sustained by reason of any such holding over. Otherwise, such holding over shall be on the terms and conditions set forth in this Lease as far as applicable.

Section 13.10 When Lease Becomes Binding. The submission of this document for examination and negotiation does not constitute an offer to lease or a reservation or an option for the Premises, and this document shall become effective and binding only upon the execution and delivery hereof by both Landlord and Tenant and the receipt by Landlord of (i) the Security Deposit, (ii) the first monthly installment of Base Rent, (iii) a completed certificate of insurance coverages in the exact form attached hereto as Exhibit E, and (iv) execution and delivery by Guarantor of the Guaranty of Lease in the form of Exhibit D hereto. All negotiations, considerations, representations and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by agreement in writing between Landlord and Tenant, and no act or omission of any employee or agent of Landlord shall alter, change or modify any of the provisions hereof.

Section 13.11 Recordation. Tenant shall not record this Lease with any registry of deeds or land court, and any such recordation will be void and constitute an Event of Default under this Lease. Tenant may record a notice of this Lease in a form acceptable to Landlord, provided that at the time of execution of such notice, the parties enter into arrangements reasonably satisfactory to Landlord to provide for such notice to be released when appropriate.

Section 13.12 As Is. Tenant represents to Landlord that it has leased the Premises after a full and complete examination of the same, and by its execution and delivery of this Lease, Tenant hereby acknowledges that neither Landlord, nor Landlord's agents, has made any representation or promises with respect to the Premises, the Building, or the land upon which it stands, and no rights, easements or licenses are acquired by Tenant, by implication or otherwise, except as may be set forth expressly in this Lease.

Section 13.13 Financial Statements: Certain Representations and Warranties of Tenant. From time to time at the request of Landlord, Tenant shall provide to Landlord, any actual or potential mortgagee and any actual or potential ground lessor or any representative of any of the foregoing, copies of the annual financial statements (audited if available) of Tenant, certified as true and correct by the president or chief financial officer of Tenant. Tenant represents and warrants to Landlord, its successors and assigns that: (a) all financial statements of Tenant previously provided to Landlord have been prepared in accordance with GAAP, were true, complete and correct as of their respective dates and fairly and accurately reflect the financial condition of Tenant; (b) there has been no material adverse change in the financial condition of Tenant subsequent to the date of such financial statements; (c) all financial statements of Tenant provided to Landlord after the date hereof will be prepared in accordance with GAAP, will be true, complete and correct as of their respective dates and will fairly and accurately reflect the financial condition of Tenant; (d) Tenant is a corporation duly incorporated, validly existing and in good standing under the laws of the Commonwealth of Massachusetts; (e) the execution, delivery and performance of this Lease by Tenant has been duly authorized by the members of Tenant; (f) this Lease is valid and binding upon Tenant and is enforceable against Tenant in accordance with the terms hereof; and (g) the Guaranty is valid and binding upon Guarantors and is enforceable against Guarantors in accordance with the terms thereof.

Section 13.14 Confidentiality. Tenant acknowledges that the terms under which Landlord has leased the Premises to Tenant, (including, without limitation, the rental rate(s), term and other financial and business terms, constitute confidential information of Landlord ("Confidential Information"). Tenant shall keep the Confidential Information completely confidential; provided that (a) such Confidential Information may be disclosed by Tenant to those of its officers, employees, attorneys, accountants, lenders and financial advisors (collectively, "representatives") who need to know such information in connection with Tenant's use and occupancy of the Premises and for financial reporting and credit related activities (it being understood that Tenant shall inform its representatives of the confidential nature of such Confidential Information and that such representatives shall be directed by Tenant, and shall each expressly agree, to treat such Confidential Information confidentially in accordance with the terms of this Section), and (b) unless required by applicable law, any other disclosure of such information may only be made if Landlord consents in writing prior to any such disclosure. Landlord acknowledges that Tenant will be required to furnish a copy of this Lease to the applicable liquor licensing authority, and that that will be permitted under the above provisions of this Section 13.14.

Section 13.15 Attorneys' Fees. Tenant shall pay or reimburse Landlord for the attorneys' fees incurred by Landlord in preparing and negotiating this Lease.

Section 13.16 Summary of Basic Terms. The Summary of Basic Terms which is affixed to this Lease sets forth certain basic terms and information which are thereafter referred to in the main text of this Lease. The Summary of Basic Terms, and every particular item thereon, shall be deemed incorporated by reference into the main text of this Lease.

13.17 Liquor License.

(a) Liquor License. Tenant agrees throughout the Term of this Lease to use all reasonable efforts and diligence to maintain an off-sale liquor license, which license shall permit Tenant to sell and offer for sale from the Premises all types of alcoholic beverages (including beer, wine and liquor) for off-premises consumption, in final form and in form and content satisfactory to Tenant, in Tenant's reasonable opinion (the "Liquor License") in full force and effect and good standing.

(b) Sale of Liquor. Provided that Tenant (i) complies with all state, municipal and other governmental laws, regulations and rules with respect to the sale of alcohol as aforesaid, Landlord agrees that Tenant named in this Lease or its permitted successors, assignee or sublessee, shall have the right to sell beer, wine and liquor at retail for off-premises consumption, all subject to and in accordance with all applicable provisions of the Liquor License, this Lease, Tenant's permits for the use and occupancy of the Premises and applicable Laws.

(c) Indemnity and Liability Insurance. Without limiting the generality of Section 7.9 of this Lease, Tenant agrees to indemnify and hold harmless Landlord from and against any and all claims and any and all loss, cost, damage or expense relating to the sale of liquor and all alcoholic beverages in and from the Premises, including, without limitation, any such claim arising from any act, omission or negligence of Tenant, or Tenant's contractors, licensees, agents, employees or invitees, or from any accident, injury, or damage whatsoever caused to any person or to the property of any person occurring from and after the date that possession of the Premises is delivered to Tenant until the end of the Lease Term of this Lease, whether such claim arises or accident, injury or damages occurs within the Premises, within the Project but outside the Premises, or outside the Project. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities (including, without limitation, legal fees, court costs and other reasonable disbursements) incurred or made in connection with any such claim or proceeding brought thereon, and the defense thereof, and shall survive the termination of this Lease. Tenant acknowledges that Landlord has stated that without this indemnification of the Landlord by the Tenant, the Landlord would not enter into this Lease and would not permit the sale of alcoholic beverages in or from the Premises, and Tenant covenants that Tenant's liability insurance referred to in this Lease shall cover, indemnify and hold harmless Landlord from all such matters and items mentioned in this indemnity.

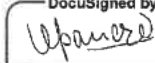
Without limiting the generality of other provisions of this Lease regarding insurance coverage to be maintained by the Tenant, including the provisions of Section 7.9 of the Lease, for such period of time as Tenant shall sell liquor on the Premises for off-premises consumption, Tenant agrees to maintain with a responsible and qualified insurance company reasonably approved by Landlord and licensed in Massachusetts, so-called liquor liability insurance or so-called "Dram Shop" Insurance in the limits described in Section 7.9, or such higher limits as the Landlord may from time to time request, which shall insure Tenant and Landlord (disclosed or undisclosed). Landlord, and all those claiming by, through or under Landlord, adequately in Landlord's good faith judgment, against any and all claims, demands or actions for personal and bodily injury to, or death of, one person or multiple persons in one or more accidents, and for damage to property and bodily injury, including, without limitation, any claims mentioned in the immediately preceding indemnity paragraph; so that at all times Landlord will be fully protected against any claims that may arise by reason of or in connection with the sale of liquor and alcoholic beverages in and from the Premises. Certificates of such insurance shall at all times be deposited with Landlord showing current insurance in force; and all such policies shall name Landlord as an additional insured and shall provide that such policies shall not be canceled or the coverage reduced without at least thirty (30) days prior written notice to Landlord, and such certificate shall evidence the same.

*[signatures on following page]*

Tenant and Landlord have signed this Lease as of the date first set forth above.

TENANT:

Sunny Side Enterprises, Inc.

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Umesh Paner 7CF98EF640F4F4...  
Title: Ceo

LANDLORD:

WALDEN INVESTORS LIMITED PARTNERSHIP

By: Rojeric Corp., General Partner

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

WALDEN STREET, LLC

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

EXHIBIT A

PROPERTY DESCRIPTION

EASTERLY by Walden Street, ninety-eight and 69/100 (98.69) feet;

SOUTHEASTERLY by land of the Town of Concord, now occupied by a fire station, eighty (80.00) feet;

EASTERLY again by said land of said town, fifty-four and 31/100 (54.31) feet;

SOUTHEASTERLY by the United States Post Office, as shown on a plan hereinafter mentioned, eighty-nine and 65/100 (89.65) feet;

SOUTHWESTERLY by land now or formerly of Fisco, as shown on said plan, fifty-one and 40/100 (51.40) feet;

NORTHWESTERLY by land now or formerly of A.D. Black, as shown on said plan, twenty-seven and 12/100 (27.12) feet;

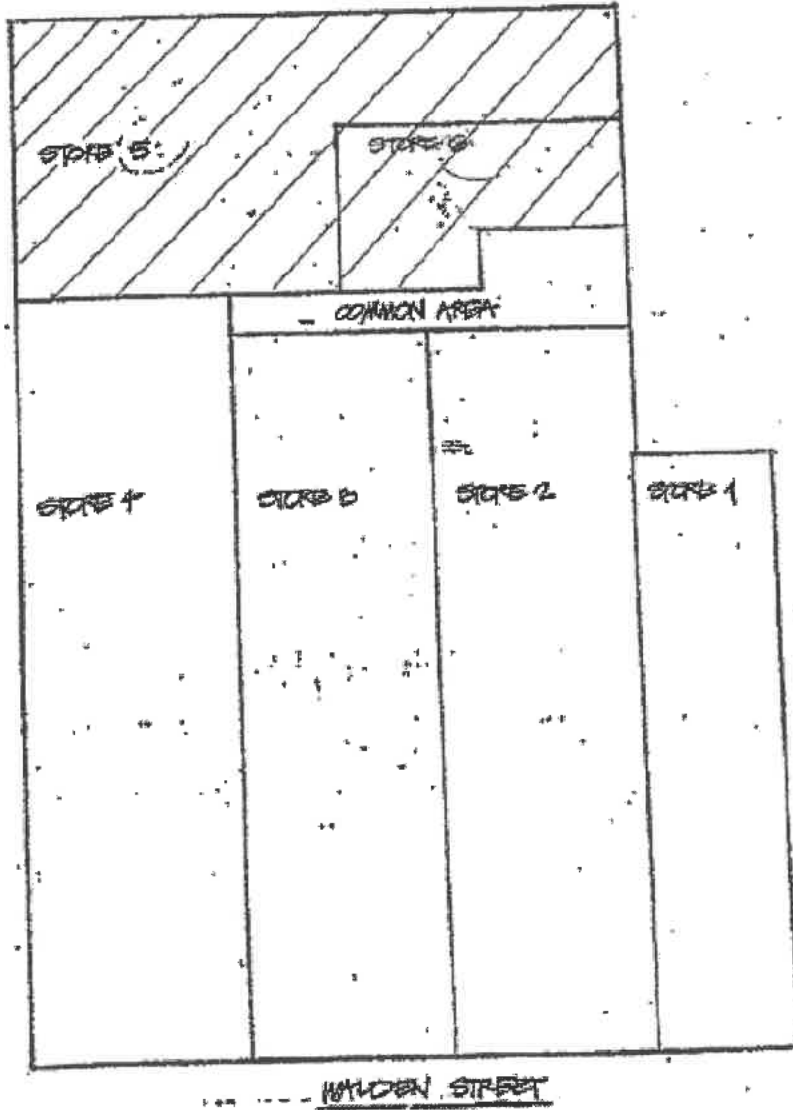
SOUTHWESTERLY again by land now or formerly of said Black, as shown on said plan, seventy-four and 25/100 (74.25) feet;

WESTERLY by land now or formerly of Villa, as shown on said plan, fifty-one and 10/100 (51.10) feet;

SOUTHERLY by land now or formerly of Prescott Keyes, as shown on said plan, one hundred fifty-seven and 10/100 (157.20) feet;



EXHIBIT C  
BUILDING FLOOR PLAN



## EXHIBIT D

### GUARANTY OF LEASE

THIS GUARANTY OF LEASE (this "Guaranty") is made as of September 9, 2021, by Prabhu Dhungel, Manoj Rimal, Susheel Paudel, Umesh Paneru, Jose Silva, Mary Silva, Manny Silva and Sabrina Silva, jointly and severally (collectively, "Guarantors"), having addresses as set forth below, to Walden Investors Limited Partnership, a Massachusetts limited partnership, and Walden Street, LLC, a Massachusetts limited liability company (collectively, "Landlord"), having an address c/o The Bulfinch Companies, Inc. at 116 Huntington Avenue, Suite 600, Boston, MA 02116.

WHEREAS, Landlord has agreed to lease to Sunny Side Enterprises, Inc., a Massachusetts corporation ("Tenant"), certain space (the "Premises") in the building located at 14-18 Walden Street, Concord, Massachusetts, pursuant to that certain Lease by and between Landlord and Tenant dated on or about even date herewith (the "Lease"); and

WHEREAS, Guarantors are materially benefited by the Lease, and the undertaking by Guarantors to execute and deliver this Guaranty is a material inducement to Landlord to enter into the Lease.

NOW, THEREFORE, Guarantors agree with Landlord as follows:

1. Guarantors guarantee that all sums stated in the Lease to be payable by Tenant shall be promptly paid in full when due in accordance with the Lease and that Tenant shall perform and observe all of its obligations under the Lease. If any such sum or obligation is not timely paid, performed or observed for any reason whatsoever, then Guarantors shall, promptly after notice thereof and prior to the expiration of any applicable grace period granted to Tenant under the Lease, pay or perform the same in full. Guarantors shall also pay all actual and reasonable out-of-pocket expenses actually paid by Landlord to a third party or parties in collecting any such sum or of otherwise successfully enforcing this Guaranty, including reasonable attorneys' fees. This Guaranty is a guaranty of performance and payment and not merely collection.

2. This Guaranty is a continuing guaranty (and not a periodic guaranty or a guaranty from month-to-month) and the obligations of Guarantors hereunder are absolute, irrevocable and unconditional. Without limiting the generality of the foregoing, Guarantors' obligations and covenants under this Guaranty shall in no way be affected or impaired by reason of the happening from time to time of any of the following: (a) any nonconsensual termination of the Lease by Landlord as a result of Tenant's default or any other reason (including Bankruptcy by Tenant); (b) any suretyship defenses; (c) any extension, in whole or in part, of the time for payment by Tenant or Guarantors of any sums owing or payable under the Lease or this Guaranty, or of any other sums or obligations under or arising out of or on account of the Lease or this Guaranty, or the renewal of the Lease for the Extension Term in accordance with the Lease; (d) any full or partial assignment of the Lease or subletting of the Premises; (e) any modification or amendment of any of the obligations of Tenant or Guarantors under the Lease or this Guaranty (provided that thereafter Guarantors' obligations shall be determined by the obligations of Tenant under the Lease as so modified or amended); (f) the giving by Landlord of any consent referred to in the Lease or this Guaranty; (g) the voluntary or involuntary liquidation, dissolution, sale of any or all of the assets, marshaling of assets and liabilities, receivership, conservatorship, insolvency, bankruptcy, assignment for the benefit of creditors, trusteeship, reorganization, arrangement, composition or readjustment of, or other similar proceeding affecting, Tenant or any of Guarantors or any of Tenant's or any of Guarantors' assets (a "Bankruptcy"); or (h) any other matters whatsoever, whether or not similar to those specifically mentioned herein, other than the performance of the obligations of Tenant under the Lease.

3. No payment by Guarantors pursuant to any provision of this Guaranty shall entitle Guarantors, by subrogation, indemnification or otherwise, to the rights of Landlord, to any payment by

Tenant, or to any recovery from any property of Tenant if the enforcement of such right would in any way impair Tenant's ability to perform its obligations under the Lease. Guarantors hereby subordinate to the right of Landlord to collect any amount then due and payable under the Lease any right Guarantors may now or hereafter have against Tenant with respect to this Guaranty (including, without limitation, any right of subrogation, reimbursement, exoneration, contribution, indemnification or similar right, and any right to participate in any claim, right or remedy of Landlord against Tenant or any security which Landlord now or hereafter has with respect to the Lease), whether such right arises under an express or implied contract, by operation of law, or otherwise. Guarantors' interest or status as a "creditor" (as defined in Section 101 of the Bankruptcy Code (as defined in the Lease)) of Tenant by reason of the existence of this Guaranty in the event that Tenant becomes a debtor in any proceeding under the Bankruptcy Code shall be subject and subordinate to that of Landlord to the extent of amounts due to Landlord under the Lease. Should Landlord repay to Tenant or Guarantors, or be obligated by applicable law to repay to Tenant or Guarantors, any amounts previously paid, then this Guaranty shall be reinstated in the amount Landlord repays or is so obligated to repay.

4. If all or any part of the Lease is rejected, disaffirmed or otherwise avoided pursuant to applicable law affecting creditors' rights, then Guarantors shall, and do hereby (without the necessity of any further agreement or act), assume all obligations and liabilities of Tenant under the Lease to the same extent as if Guarantors were originally named Tenant under the Lease and there had been no such rejection, disaffirmance or avoidance. Guarantors shall upon Landlord's request promptly confirm in writing such assumption.

5. Guarantors waive presentment, notice of dishonor, protest and notice of non-payment, non-performance or non-observance, notice of acceptance of this Guaranty and notice of any obligations or liabilities contracted or incurred by Tenant.

6. This Guaranty shall be governed by the laws of the jurisdiction in which the Building is located (without regard to the application of choice of law principles), may not be modified or amended except by a written agreement duly executed by the parties, and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. Any references in this Guaranty to "Tenant" shall include the named Tenant and its trustee in bankruptcy, receiver, conservator, and other successors and assigns.

7. Guarantors' liability under this Guaranty is direct and primary, and not secondary, and shall be joint and several with that of Tenant. Notwithstanding anything in the Lease or this Guaranty to the contrary, Landlord shall have the right to apply or not apply any credit in favor of Tenant as Landlord shall determine in its commercially reasonable discretion (subject, however, to any applicable provisions of the Lease), and Guarantors' liability under this Guaranty shall not be affected in any manner thereby. Landlord may proceed against Guarantors under this Guaranty without initiating or exhausting any remedy against Tenant (including, without limitation, the application of any security deposit or other credit in favor of Tenant), and may proceed against Tenant and Guarantors separately or concurrently. The liability of each of Guarantors shall be joint and several. No waiver, release or modification of the obligations of any of Guarantors shall affect the obligations of the other Guarantors.

8. Any notice which Landlord may elect to send shall be binding upon Guarantors if mailed to Guarantors' addresses set forth below or to the last address known to Landlord, by United States express mail, return receipt requested, or by Federal Express or other overnight courier.

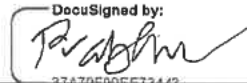
9. **GUARANTORS AND LANDLORD (BY ITS ACCEPTANCE HEREOF) HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING AT LAW, IN EQUITY OR OTHERWISE, BROUGHT ON, UNDER OR BY VIRTUE OF THIS GUARANTY.**

10. Guarantors represent and warrant that Landlord's execution of the Lease is an economic benefit to Guarantors and constitutes good, valuable and sufficient consideration for Guarantors' execution of this Guaranty, notwithstanding any future rejection or other termination of all or any part of the Lease.

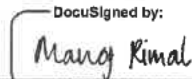
11. Notwithstanding anything to the contrary contained herein, so long as Tenant shall not have been in default beyond the expiration of notice and cure periods under this Lease during the Initial Term, then the obligation of each of Jose Silva, Mary Silva, Manny Silva and Sabrina Silva under this Guaranty shall not apply to Tenant's obligations under the Lease that first accrue after the expiration of the Initial Term.

This Guaranty is executed as a sealed instrument and in multiple counterparts, all copies of which are identical, and any one of which is to be deemed to be complete in itself and may be introduced in evidence or used for any purpose without the production of any other copy. This Guaranty may be electronically signed and the electronic signatures appearing on this Guaranty are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

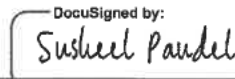
IN WITNESS WHEREOF, Guarantors have executed this Guaranty as of the date first above written.

DocuSigned by:  


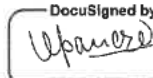
Prabhu Dhungel, individually  
23 Elwern Rd aArlington Ma  
Address: \_\_\_\_\_

DocuSigned by:  


Manoj Rimal, individually  
1 woodhill RD, Burlington, MA 01803  
Address: \_\_\_\_\_

DocuSigned by:  


Susheel Paudel, individually  
8 Teresa Cir, Arlington, MA 02474  
Address: \_\_\_\_\_

DocuSigned by:  


Umesh Paneru, individually  
84 cedar st Norwood Ma 02062  
Address: \_\_\_\_\_

\_\_\_\_\_  
Jose Silva, individually  
Address: \_\_\_\_\_

**EXHIBIT E**

**FORM OF INSURANCE CERTIFICATE**



**CERTIFICATE OF LIABILITY INSURANCE**

BULFCOM-01 JAMARAL

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Knapp, Schenck & Company Insurance Agency, Inc. 137 Lewis Wharf Boston, MA 02110		<b>CONTACT NAME:</b> PHONE (A/C No. Ext): _____ FAX (A/C No.): _____ E-MAIL: ADDRESS:	
<b>INSURED</b>  Tenant Name Tenant Address Needham, MA 02494		INSURER(S) AFFORDING COVERAGE: _____ NAIC #: _____ INSURER A: _____ INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____	

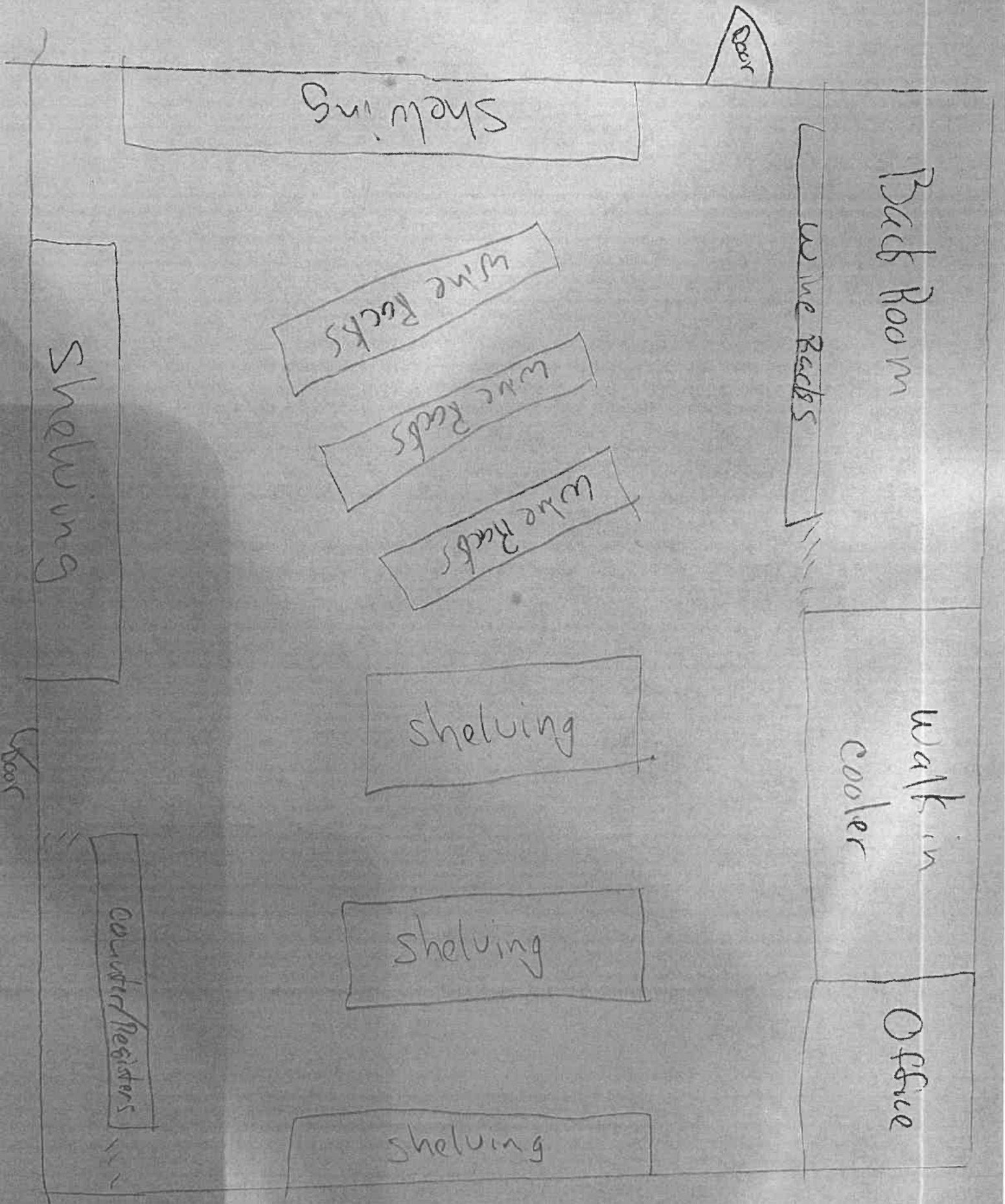
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

LINE	TYPE OF INSURANCE	ADDITIONAL	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	PRODUCT EXP. DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X				EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X				LOSS TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GENL AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (EA accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
						\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR					EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 The Bullfinch Companies, Inc. including all officers and employees and (insert building owner name) including all officers, members, trustees and/or employees are named as additional insured with respect to location (insert building location).

<b>CERTIFICATE HOLDER</b>  Name of Building Owner and The Bullfinch Companies, Inc. 250 First Avenue, Suite 200 Needham, MA 02194	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--



Shelving

Door

Back Room

Wine Racks

Wine Racks

Wine Racks

Wine Racks

shelving

Walk in cooler

Office

shelving

shelving

Shelving

Counter/Registers

Door

## Payment Confirmation

### YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

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



Transaction Processed Successfully.

INVOICE #: 6a1f9667-0ac7-4cae-81ab-c3b42254031e

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	00023-PK-0244	\$200.00
		<b>\$200.00</b>

Total Convenience Fee: \$4.70

Date Paid: 8/9/2021 1:28:28 PM EDT

Total Amount Paid: \$204.70

#### Payment On Behalf Of

**License Number or Business Name:**

00023-PK-0244

**Fee Type:**

FILING FEES-RETAIL

#### Billing Information

**First Name:**

Benjamin

**Last Name:**

Levin

**Address:**

875 Southern Artery

**City:**

Hingham

**State:**

MA

**Zip Code:**

02169

**Email Address:**

b.levin@levinandlevin.com



Commonwealth of Massachusetts  
Department of Revenue  
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L1094122816  
Notice Date: March 17, 2021  
Case ID: 0-001-123-442



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



JMMS LIQUORS INC  
17 REGENCY DR UNIT 3  
DRACUT MA 01826-2761

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

The Commissioner of Revenue certifies that, as of the date of this certificate, JMMS LIQUORS INC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

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

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

### *What if I have questions?*

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

### *Visit us online!*

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

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

Edward W. Coyle, Jr., Chief  
Collections Bureau



William Francis Galvin  
Secretary of the  
Commonwealth

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

Date: August 04, 2021

To Whom It May Concern :

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

**JMMS LIQUORS, INC**

is a domestic corporation organized on **September 10, 2013** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



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

*William Francis Galvin*

Secretary of the Commonwealth

Certificate Number: 21080125030

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

Processed by: tad



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

Charles D. Baker  
GOVERNOR

Karyn E. Polito  
LT. GOVERNOR



364063741

Rosalin Acosta  
SECRETARY

Richard A. Jeffers  
DIRECTOR

JMMS Liquors Inc  
17 REGENCY DRIVE  
DRACUT, MA 01826

EAN: 22012073  
August 05, 2021

Certificate Id:50209

The Department of Unemployment Assistance certifies that as of 8/5/2021 ,JMMS Liquors Inc is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

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

Richard A. Jeffers, Director

Department of Unemployment Assistance



William Francis Galvin  
Secretary of the  
Commonwealth

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

Date: September 10, 2021

To Whom It May Concern :

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

**SUNNY SIDE ENTERPRISES, INC.**

is a domestic corporation organized on **April 30, 2018** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



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

*William Francis Galvin*

Secretary of the Commonwealth

Certificate Number: 21090223030

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

Processed by: smc

**PETITION OF NATIONAL GRID FOR GAS MAIN LOCATIONS**

**Town of Concord / Board of Selectmen:**

The Nationalgrid hereby respectfully requests your consent to the locations of mains as hereinafter described for the transmission and distribution of gas in and under the following public streets, lanes, highways and places of the **Town of Concord** and of the pipes, valves, governors, manholes and other structures, fixtures and appurtenances designed or intended to protect or operate said mains and accomplish the objects of said Company; and the digging up and opening the ground to lay or place same:

Due to Concord's emergency culvert repair, Nationalgrid recommends the relay of approximately: 100 feet of 2-inch Coat Steel (1930) gas main with 100 feet of 4-inch Plastic gas main at 1024 Monument St, Concord

Date: **September 24, 2021**

By: \_\_\_\_\_  
Mary Mulroney  
Permit Representative

**Town of Concord / Board of Selectmen:**

IT IS HEREBY ORDERED that the locations of the mains of the Nationalgrid for the transmission and distribution of gas in and under the public streets, lanes, highways and places of the **Town of Concord** substantially as described in the petition date **September 24, 2021** attached hereto and hereby made a part hereof, and of the pipes, valves, governors, manholes and other structures, fixtures and appurtenances designed or intended to protect or operate said mains and/or accomplish the objects of said Company, and the digging up and opening the ground to lay or place same, are hereby consented to and approved.

The said Nationalgrid shall comply with all applicable provisions of law and ordinances of the **Town of Concord** applicable to the enjoyment of said locations and rights.

Date this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

I hereby certify that the foregoing order was duly adopted by the \_\_\_\_\_ of the City of \_\_\_\_\_, MA on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

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

\_\_\_\_\_  
Title

**WO # 1425827**

**RETURN ORIGINAL TO THE PERMIT SECTION  
NATIONAL GRID  
40 SYLVAN RD, WALTHAM, MA 02451  
RETAIN DUPLICATE FOR YOUR RECORDS**

133 Keyes Road  
Concord, MA 01742



**DATE: 10/18/2021**

## **MEMORANDUM**

**TO: Jeremy Romanul, Senior Administrative Assistant**  
**VIA: Alan Cathcart, Director of Public Works**  
**FROM: Stephen Dookran, PE, Town Engineer**  
**PREPARED BY: Justin Richardson, PE, Assistant Town Engineer**  
**SUBJECT: Petition of National Grid for Gas Main Locations – Replacing 100 feet of Gas main at 1024 Monument Street**

This memorandum is to provide comments to the Select Board on the petition for a Grant of Location filed by National Grid to relay 100 feet of 2-inch Coat Steel (1930) gas main with 100 feet of 4-inch Plastic gas main at 1024 Monument St. National Grid informed the Engineering Division that the reason for increasing the size of the main in this area is that National Grid has future plans to increase the main size in Monument Street and they do not want to cross the stone culvert area again with the future work. Concord Public Works (CPW) Engineering Division has reviewed the attached petition from National Grid for the above referenced project in the Town's public right-of-way and provides the following conditions and recommendations.

1. The existing main that is to be abandoned is under 6" and CPW is not seeking its removal at this time since its eventual collapse is not expected to cause significant settlement.
2. Since CPW requested National Grid to disconnect the existing 2" main in this section of Monument Street for an emergency repair of Sawmill Brook Culvert and CPW is planning to resurface the full width of the streets, a Life Cycle Maintenance Fee (LCMF) on the pavement is not being requested for this project.
3. National Grid has submitted their stamped construction plans and ROW Permit application to CPW. No work shall commence until CPW has completed its review and provides the letter and the ROW Permit approval to National Grid.
4. As part of the ROW permit a traffic mitigation plan shall be submitted to the Concord Police Department Traffic Safety Officer and the CPW – Engineering Division for approval. Prior to any work in the ROW commencing the contractor must notify the CPW-Engineering Division as specified in the ROW permit.
5. National Grid will remove the new 100-foot 4-inch plastic gas main upon completion of its service life.
6. National Grid shall have a Geotechnical Engineer verify that the material inside the trench and the compaction of the material meets Town of Concord and DTE 98-22 Design and Construction Standards.

7. Contractors shall adhere to the CPW Construction and Tree Protection Standard Operating Procedures including the protection of public shade trees: “No person may plant, trim, cut, or remove a public shade tree without the prior permission of the Tree Warden and Engineering Division. This control includes the cutting of roots during construction.” The contractor shall be responsible for installing wooden tree guards with orange snow fencing on public shade trees located within the work zone.
  
8. An as-built plan shall be provided to the CPW prior to the final closeout of the ROW Permit.

# Presenting the White Pond Vision 2021

White Pond Advisory Committee  
November 8, 2021

To the Select Board, Concord MA

# The White Pond Vision 2021 is a call to action for the protection of White Pond

- White Pond has been repeatedly closed since 2015 due to outbreaks of Cyanobacteria (toxic algae blooms, also called blue-green algae)
- Blooms pose a direct health risk to people and animals
  - Cause rashes, headaches, severe stomach problems and numbness
  - Can create a foul smell
  - Links to ALS (Lou Gehrig's Disease)
- Humans are a known cause of nutrients (phosphorous and nitrogen) that feed the blooms
- Without intervention, historical data indicates that White Pond will be closed for general purposes for most if not all of the warmer months going forward
- We spoke with over 100 area residents, Town and State officials, and pond scientists to create the Vision

The CDC calls toxic blooms a health risk to humans and animals; contact must be avoided

**Toxic algae blooms**

**North end of White Pond and Beach front**

**August 18, 2021**



# Water quality: where do we go from here?

- Short-term remediation is possible
  - Early A-pod results are very positive
  - WPAC has asked the Community Preservation Committee for \$36,000 in funding to continue A-pod treatments
  - Short-term remediation is the best and only option for keeping the pond open in 2022 and 2023
- Long-term remediation requires further efforts
  - A main challenge is Title V approved septic tanks that are designed to leach nutrients into the soil, which end up in the pond
  - White Pond is one of the only ponds in New England to allow houses built with septic systems
- WPAC has formed a sewage working group to define treatment solutions
  - The White Pond Youth Conservation Group has gathered important data on local septic tank usage

# Water testing: a budget and proposal have been submitted to the Town

- There are several testing options to determine clarity, toxic bloom activity and E-Coli levels
- Visual testing is insufficient: blooms can be present and dangerous even if not visible on surface waters
- Testing is currently performed by volunteers around the Pond and the Town at the Public Beach and Dover Street Beach areas
- Other towns conduct a mix of low cost tests that can suggest the presence of toxic blooms and E-Coli
  - If these tests are positive then specific, more expensive tests can be conducted
  - The WPAC water testing subcommittee has proposed these tests to the Town
- Town officials have stated that any tests must be recognized and approved by the State of MA
  - WPAC has provided details per the town's request

# People Management: same stories, new strategies

- There has been little change to concerns about people management at White Pond for over 20 years
  - Litter, traffic, parking, human and dog waste and swimming in non-permitted areas are all regularly observed
- No one legal body is responsible for people management at the pond
  - The Town owns ~30% of land around the pond
  - The State owns access
  - Private residents and homeowners associations own the remainder
  - The State owns the water
- WPAC expects human pressure on the pond to increase from the Bruce Freeman Rail Trail and the opening of new housing on Rte 117 in Sudbury
- A new WPAC subcommittee will meet with Town and State stakeholders to see about the creation of a plan, similar to Walden Pond, for people management

# Key takeaways for the Select Board

- Many ponds in Massachusetts have seen toxic algae blooms in recent years, the result of both pollution and climate change
  - White Pond stands a good chance of recovery with consistent intervention
- Sewage treatment will be the most expensive piece of water quality improvement, and also the most important
- In the short-term, the only solution we believe will keep the pond open is A-Pod treatments
- WPAC does not support Public Beach construction outside of stormwater capture until there is a high likelihood that White Pond will be a long-term viable body of water
- Other towns are being sued for not protecting their ponds
  - We are working to avoid that happening in Concord

Questions?



Town Clerk's Office  
22 Monument Square  
Concord, MA 01742

# Memo

**To:** Select Board  
**Cc:** Stephen Crane, Town Manager  
Kerry Lafleur, Finance Director  
Board of Registrars  
**From:** Kaari Mai Tari, Town Clerk  
**Date:** November 4, 2021  
**Re:** Election Officer Appointments

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Pursuant to MGL Chapter 54: Section 12, I would like to request, on behalf of the Board of Registrars, appointment of the following **84** voters (list of appointees follows) as Election Officers for terms to expire July 31, 2022.

Party distribution among 84 Election Workers  
Democrat: 45 (54%)  
Republican: 6 (7%)  
Unenrolled: 33 (39%)

Thank you for your consideration.

Kaari

**Election Officer Reappointment List for consideration on October 25, 2021**  
for terms ending July 31, 2022

Name	Address	Precinct	Party
Andrews, Carolyn	11 Dalton Rd	4	U
Arena, Josephine	167 Fairhaven Rd	4	U
Bell, David	1657 Monument St	5	U
Benn, Michael	747 Old Marlboro Rd	4	R
Bode, Maryl	180 Thoreau St	4	D
Boger, Matthew	121 Baker Ave	1	D
Boyle, Gerard	164 Central St	2	U
Boyle, Susan	78 Forest Ridge Rd # 101	2	U
Burns, Renee	408 Bedford St	4	R
Cannon, Susan	147 Prairie St	2	D
Carter, Kendra	218 Elsinore St	1	D
Clark, Maura	85 Walden St	1	D
Cratsley, Holly	10 Edmonds Rd	4	D

Crowley, Kelly B.	25 Jennie Dugan Rd	3	D
Diaz, Christine	1341 Main St	2	D
Dunn, Cosette	131 Ministerial Dr	3	U
Eagan, Joan	1544 Main St	2	U
Ferguson, Kristen	95 Revolutionary Rd	4	D
Finan, Barbara	28 Peter Bulkeley Rd	3	D
Foulds, Brian	33 Riverdale Rd	1	U
Garvey, Mark	25 Damon St	2	U
Giddings, Mark	474 Barretts Mill Rd	5	U
Hackett, James	70 Beharrel St, 210	2	R
Hardy, Doug	250 Heaths Bridge Rd	4	D
Harrington, Barbara	296 Old Bedford Rd	4	U
Hayes, Faye	1450 Main St	2	R
Hilsinger, Robert	102 Central St	2	D
Hult, Mary	20 S. Meadow Ridge Rd	3	D
Jancourtz, Susan	30 Court Lane	1	D
Jarnryd, Susanne	61 Hubbard St	1	D
Kane, Patricia	62 Lexington Rd	4	U
Kaufman, Alice	1615 Lowell Rd	5	D
Kerr, Nancy	25 Upland Rd	3	D
King-Harris, Brooke Lynn	20 Hawthorne Vlg	2	D
Kirincich, Steven	76 Channing Rd	5	D
Knight, Suzanne M	64 Bayberry Rd	2	U
Laneri, Peggy	65 Attawan Rd	1	D
Lang, Melissa	16 Edmonds Rd	4	U
Lauer, Ruth	100 Keyes Rd, 323	1	D
Lencioni, Alice	297 Plainfield Rd	3	U
Levinson, Betsy	124 Nashoba Rd	1	D
Livingston, Susan	39 Wilson Rd	1	D
Maley, Donna	49 Westvale Dr	2	U
Maley, Richard	49 Westvale Dr	2	D
Mardis, Heather	22 Monsen Rd	4	D
Marsh, Abby	707 Barretts Mill Rd	5	U
McCloy, Caroline	137 Central St	2	D
Miller, Dorcas	75 White Ave	3	U
Morgan, Christine	6 Nathan Pratt Dr #300	2	D
Mullaney, Anne	138 North Branch Rd	2	D
Murray, Pauline	32 Monsen Rd	4	D
Nichols, Carol	58 Brister's Hill Rd	4	U
Nobile, Peter	73 Coburn Hill Rd	1	D
Olson, Jean	8 Wright Farm	5	U

ONeill, Laurie	4 Chestnut St	4	D
Peterson, Donna	355 Lexington Rd	4	D
Phalen, Elizabeth	65 Attawan Rd	1	D
Rankin, Carrie	95 Upland Rd	3	D
Reed, Karlen	83 Whits End Rd	5	D
Reidy, Kathleen	125 Paul Revere Rd	3	D
Richards, Nicki	1755 Monument St	5	U
Ring, Jamie	80 Riverdale Rd	1	D
Ropeik, David	21 Baker Ave	1	U
Rust, Elizabeth	201 Commonwealth Ave	2	D
Ryder, Regine	96 The Valley Rd	4	U
Sandeen, Jill	232 Virginia Rd	4	D
Schelzi, Sandra	9 Edmonds Rd	4	U
Sheff, Desiree	1400 Lowell Rd	5	D
Sparta, Dan	63 Prescott Rd	4	R
St. Croix, Susan	32 Center Village Dr	2	D
Standish, Anne	148 Cottage St	3	U
Sullender, Dean	64 Bayberry Rd	2	U
Tarlow, Barbara	63 Tanglewood Dr	4	U
Ten-Hove, Moira	187 Oak Hill Circle	2	U
Teylouni, Hany	55 Crest St	3	U
Van Deusen, Alice	5 Oxbow Rd	4	U
Venesy, Lora	558 Bedford St	4	D
Walker, Janet	20 Westvale Meadow C	2	D
Wargelin, Margaret	97 Hillside Ave	2	D
Webster, Scott A	314 Elm St	1	R
Williams, Sally	113 Hillside Ave	2	U
Wine, Abigail	106 Alden Rd	3	U
Zavolas, Nicholas	10 Crest St	3	D
Zippin, Dale	188 Border Rd	2	U

# Massachusetts Municipal Summaries

## Decennial Census P.L. 94-171 Redistricting Data

**Page 1:** This resource summarizes the latest 2020 Census redistricting data for all 351 cities and towns in Massachusetts. The data on this page includes historical context for population and housing counts.

### Select Municipality

Concord

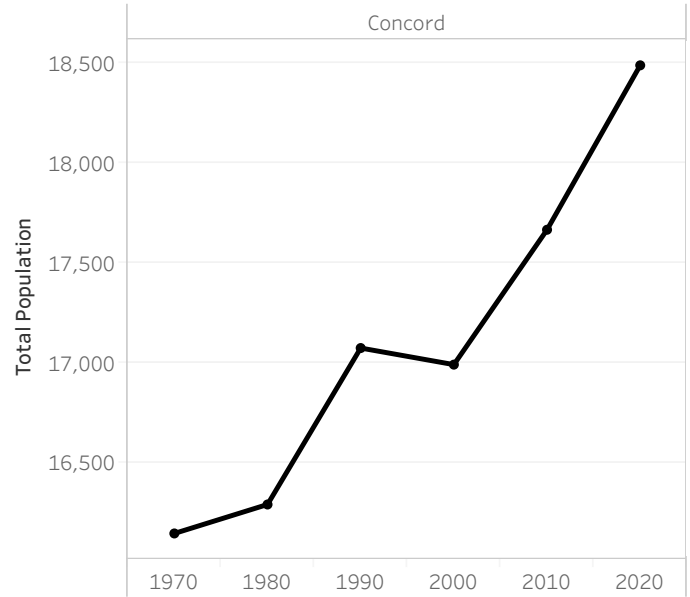
## Concord, MA

Population of **18,491**

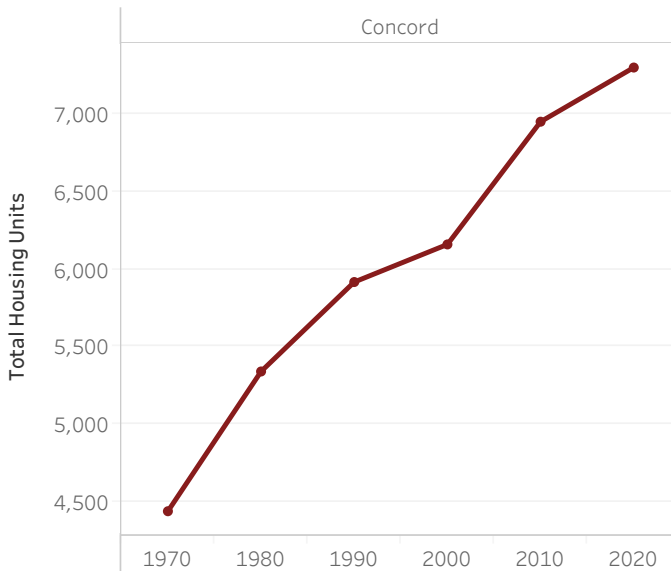
**108th** out of 351 municipalities

**14,393** residents over 18 years old, or **77.8%** of the total population.

### Total Population in Concord, 1970-2020



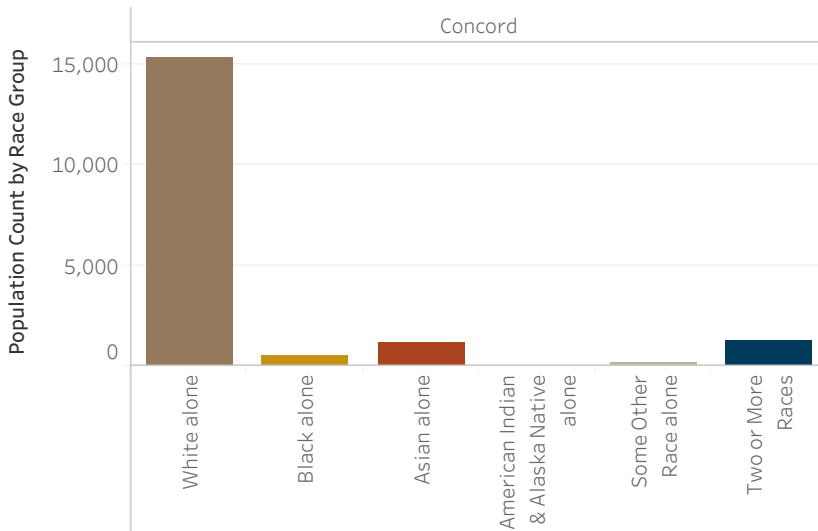
### Total Housing Units in Concord, 1970-2020



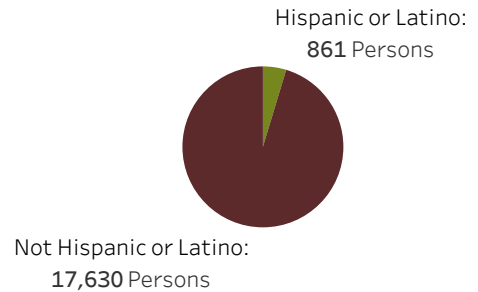
**7,295** total housing units  
**120th** out of 351 municipalities

**6,795** occupied housing units  
**93.1%** occupancy rate

### Population by Race Group in Concord, 2020



### Population by Ethnicity in Concord, 2020



# Massachusetts Municipal Summaries

## Decennial Census P.L. 94-171 Redistricting Data

Page 2: This page summarizes city and town demographic changes from 2010 to 2020 in comparison to the state.

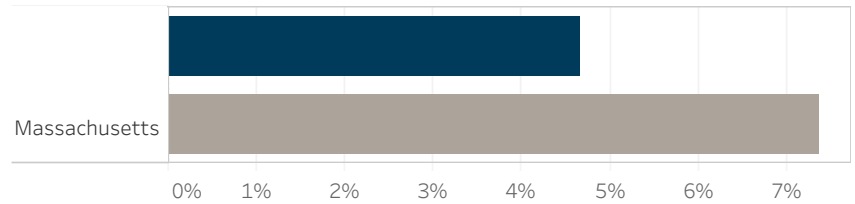
### Select Municipality

Concord

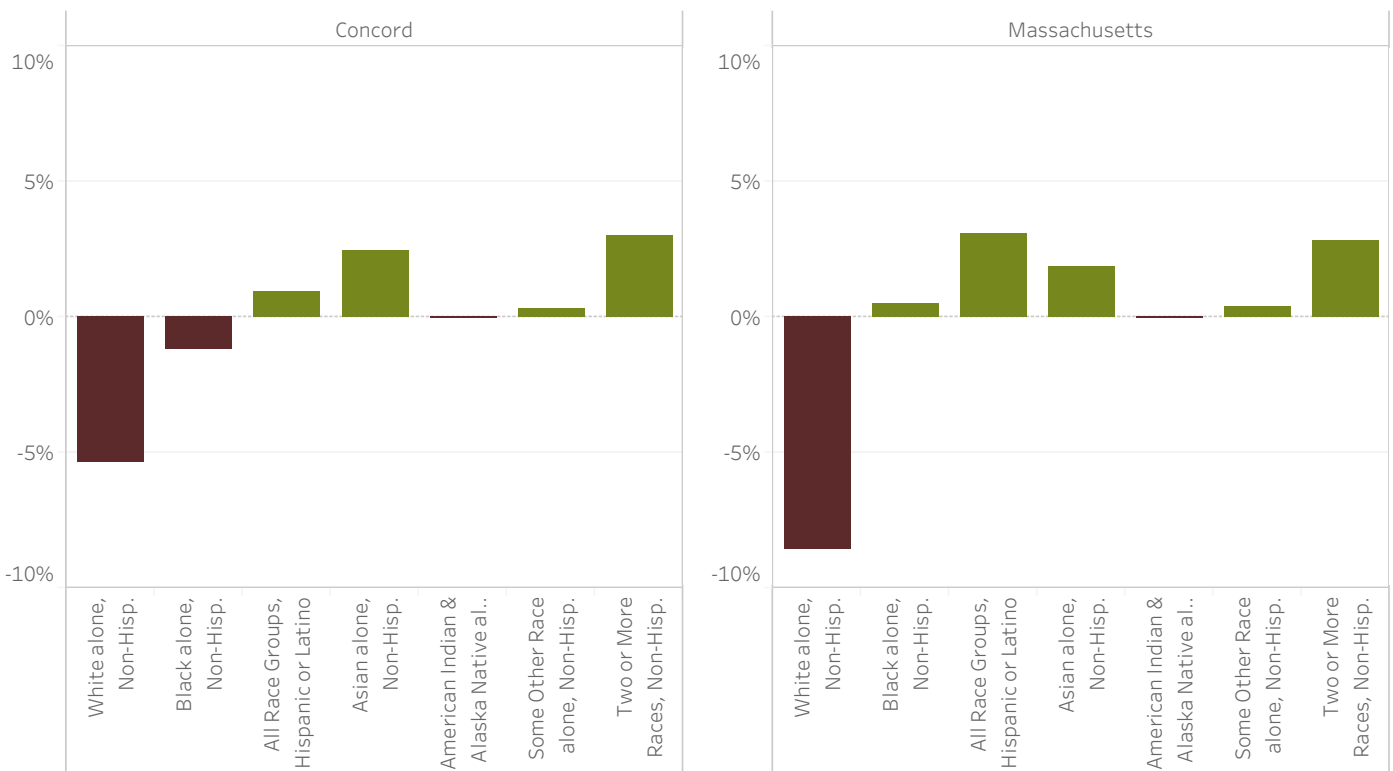
### Concord, MA

The population of **Concord** increased by **823** persons, or **4.7%**, from 2010 to 2020. Comparatively, **Massachusetts** increased by **7.4%** (**482,288** persons).

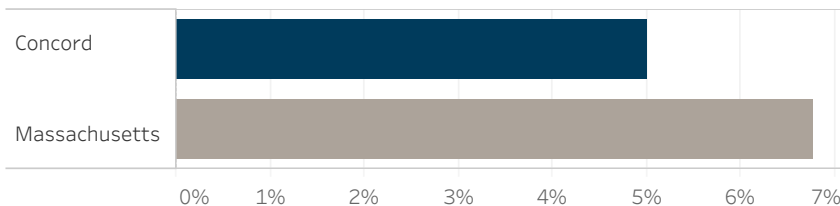
Percent Change in Total Population, 2010-2020



Percentage Point Change in Population Share by Race and Ethnicity, 2010-2020



Percent Change in Total Housing Units, 2010-2020



The housing stock of **Concord** increased by **348** units, or **5.0%**, from 2010 to 2020. **Massachusetts** housing stock increased by **6.8%** (**190,283** units) during this same period.

# Massachusetts Municipal Summaries

## Decennial Census P.L. 94-171 Redistricting Data

**Page 3:** This page contains tables describing the population and housing counts from the 2020 Census and past censuses.

### Select Municipality

Concord

### Concord Population Counts

Census Year	Total Population	Population Over 18 Years	Population Under 18 Years
2020	18,491	14,393	4,098
2010	17,668	13,682	3,986
2000	16,993	12,730	4,263
1990	17,076	13,609	3,467
1980	16,293	11,779	4,514
1970	16,148	9,943	6,205

### Concord Population Counts by Race and Ethnicity

Census Year	White alone, Non-Hisp.	Black alone, Non-Hisp.	All Race Groups, Hispanic or Latino	Asian alone, Non-Hisp.	American Indian & Alaska Native alone, Non-Hisp.	Some Other Race alone, Non-Hisp.	Two or More Races, Non-Hisp.
2020	15,129	462	861	1,171	1	92	775
2010	15,402	648	655	708	8	32	215
2000	15,432	378	475	491	13	60	144

### Concord Housing Unit Counts

Census Year	Total Housing Units	Housing Units Occupied	Housing Units Vacant	Housing Occupancy Rate
2020	7,295	6,795	500	93.1%
2010	6,947	6,484	463	93.3%
2000	6,158	5,954	205	96.7%
1990	5,917	5,693	224	96.2%
1980	5,342	5,204	138	97.4%
1970	4,444	4,339	105	97.6%

For more information, contact **Susan Strate** at [ssstrate@donahue.umass.edu](mailto:ssstrate@donahue.umass.edu)

#### Data Sources:

U.S. Census Bureau, Census 2020, P.L. 94-171 File.

IPUMS NHGIS, Census 1970-2010, SF 1 File.

# Town of Concord



**PROPOSED**

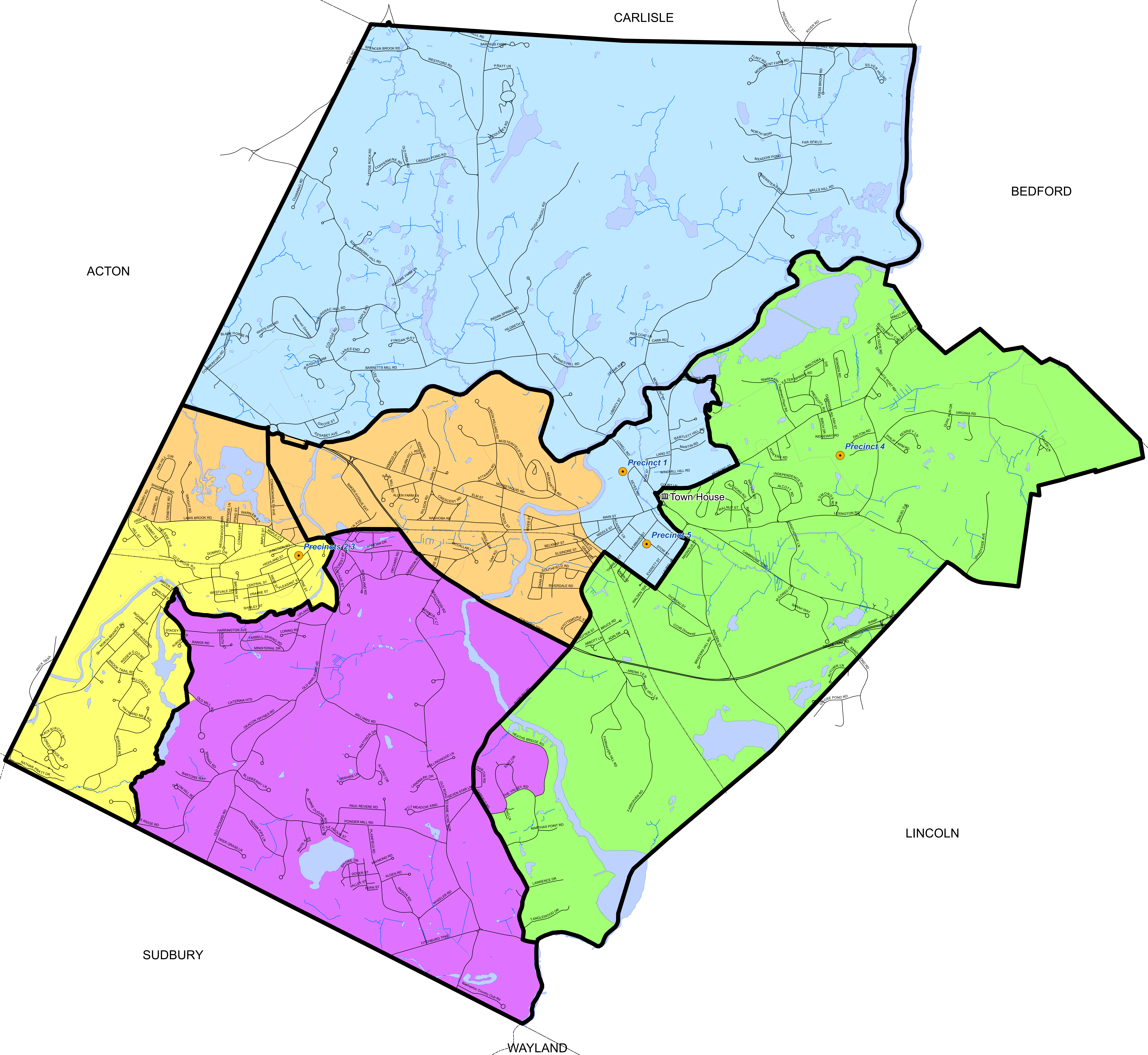
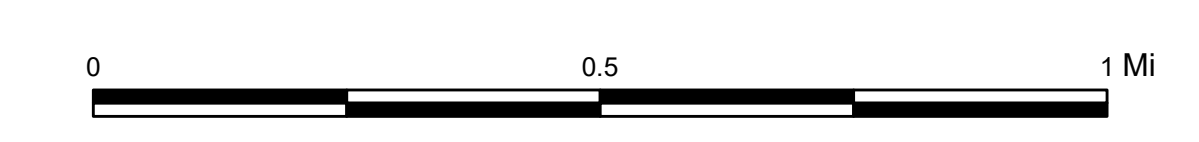
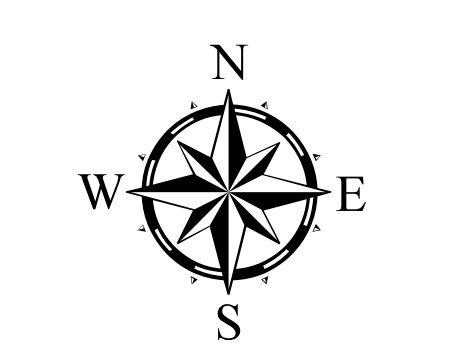
2020 Population: 18,491

Minimum 5%	Target Population	Maximum 5%
3,513	3,698	3,883

Precinct Boundaries		
Concord		
Precinct	2020 Population	Variance
1	3,714	0.43
2	3,601	-2.62
3	3,749	1.38
4	3,725	0.73
5	3,702	0.11

- Polling Place
- Existing Precinct
- Stream
- River, Pond
- Street
- Major Route
- Railroad



CARLISLE

BEDFORD

ACTON

LINCOLN

SUDBURY

WAYLAND



Town Clerk's Office  
22 Monument Square  
Concord, MA 01742

# Memo

**DATE:** November 4, 2021  
**TO:** Select Board  
**CC:** Stephen Crane, Town Manager  
Kerry Lafleur, Finance Director  
Board of Registrars  
**FROM:** Kaari Mai Tari, Town Clerk  
**RE:** Re-Precincting Plan

---

Every ten years, following the Federal Census, the Select Board must vote to accept a Reprecincting plan that consists of a precinct map, a block report, and legal boundary descriptions for each precinct. The Board of Registrars, with considerable assistance from the Town's GIS Analyst, Jill Moonheron, and the state's Census Division has voted to recommend the precinct map included in this plan and accompanying block report and legal boundary descriptions. The Local Election Districts Review Commission (LEDRC) requires a certified copy of the vote of the Select Board as attached to this memo.

## What is Redistricting?

The law requires legislative districts to be redrawn following each Federal Census to provide equal representation to its citizens, taking into consideration population, communities of interest, as well as state and federal constitutional requirements.

Like Town Precincts, Legislative Districts must be drawn to contain roughly equal numbers of residents, with the population determined by the most recent federal census. Redistricting in 2021 has been affected both by the timing of the release of census data and the creation of 13 additional majority-minority districts for a total of 33. This has resulted in changes to all 160 House district boundaries. Majority-minority districts is a term used by courts to describe seats in which an ethnic minority constitutes a majority of the district's population.

As a result of the delayed release of census data, special legislation was passed to allow for redistricting to take place using 2020 census data with 2010 precinct lines. The population in 2020 no longer "fits" in 2010 precinct lines. The change in district boundaries has further affected Concord by splitting it into two House Districts, the 14<sup>th</sup> and 13<sup>th</sup> Middlesex Districts. This has required the Board of Registrars to prioritize keeping precincts wholly within either the 13<sup>th</sup> or 14<sup>th</sup> District.

## Standards for Delineating Precincts

- Each new precinct must be "composed of compact and contiguous territory" without protruding fingers or long tails.
- Precincts must be bounded by the centerline of streets or other well-defined geographic boundaries, such as streams or other bodies of water, railroad tracks, power lines or other

features. These features must be recognized as block boundaries by the U.S. Bureau of the Census and appear on their official block boundary maps.

- A precinct may not contain more than 4,000 residents.
- Every precinct's population must be within five percent (5%) of the average precinct population for that town.
- For the purposes of dividing a town into precincts and of apportioning representation in any elected municipal body, the figures reported by the federal census are the only numbers used.

### **Timing**

The Select Board needs to vote its approval of the Re-precincting plan as soon as possible, but no later than December 15, 2021. Once that is completed, we will submit the plan documents to the Local Election District Review Commission (L.E.D.R.C.) for final approval. The new boundaries will take effect on December 31, 2021. The Board of Registrars plans to send out a notice about the re-precincting and voting for the February 3, 2022 Special Town Election as soon as the data conversion in the Voter Registration Information System is complete. We will send out a reminder with the 2022 Town Census mailing that I expect will go out in mid-January.

### **Population Change—2010 to 2020**

Concord's 2020 population is 18,491 (compared to 17,668 in 2010). Please note that this number includes the prison population, which on April 1, 2020 was 794 (vs. 1,551 on April 1, 2010). According to the Mass Department of Correction, this decline is due to budgetary reasons resulting in reduced operational capacity and transfer of pre-trial detainees to other facilities or returned to their county of origin. I've included a summary published by the UMASS Donahue Institute showing population and housing comparative data for your information.

### **Recommendation**

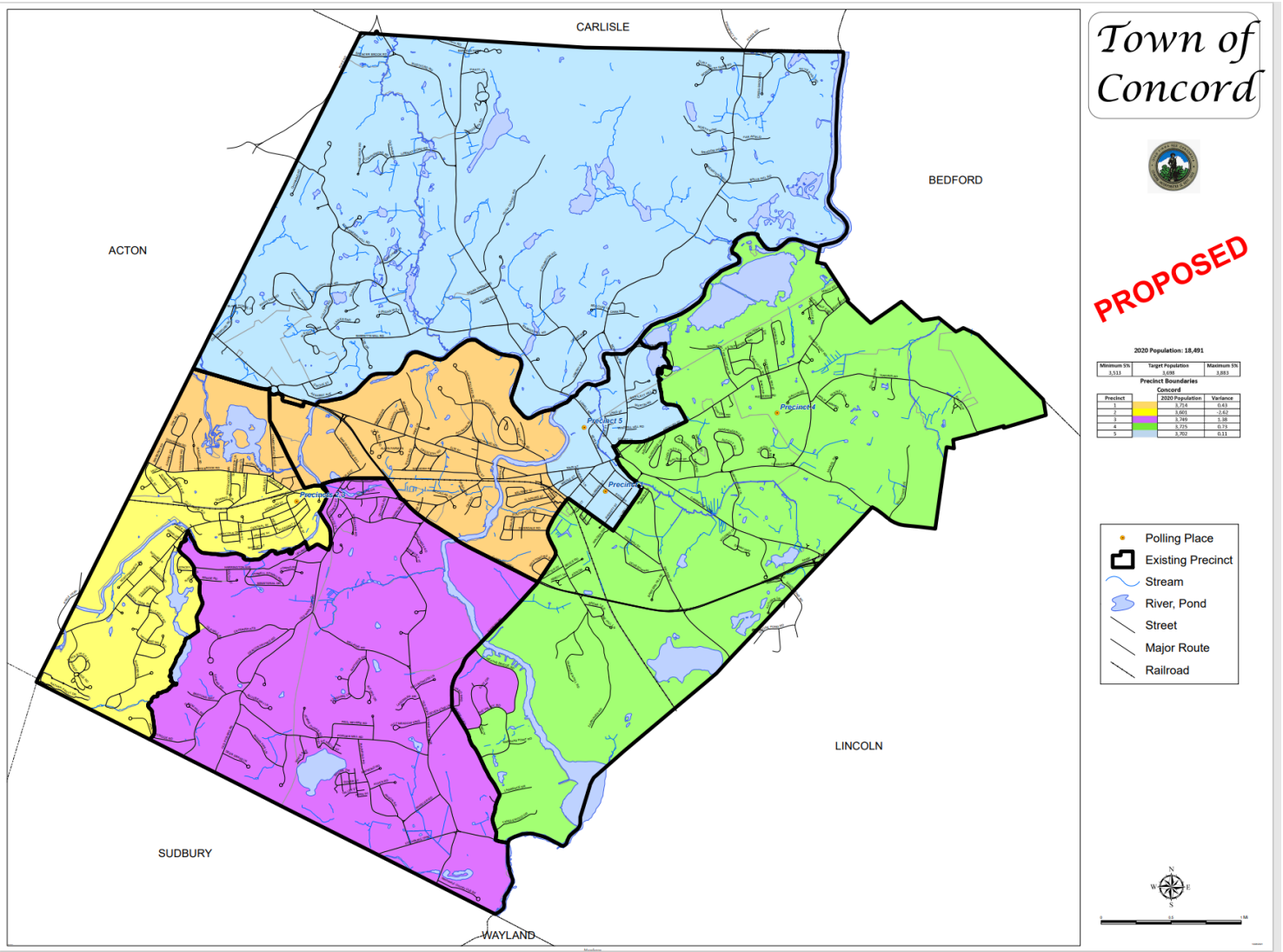
The Board of Registrars recommends the following:

1. Concord's population continues to support a division into five precincts.
2. We recommend the following polling locations:
  - Precinct 1 – *Recommendation of either 141 Keyes Rd or 22 Monument Square made at Select Board Meeting*
  - Precincts 2 & 3 – Harvey Wheeler Community Center, 1276 Main Street
  - Precinct 4 – Ripley School, 120 Meriam Road
  - Precinct 5 – Hunt Gym, 90 Stow Street
3. We recommend approval of the new precinct boundaries, as delineated on the accompanying map, along with the block report, and legal description. (see [web map](#) for more detail). A total of 2,054 voters will be affected by these changes as noted below:
  - 1,132 voters formerly in precinct 1 (east of Sudbury River), now in precinct 5
  - 753 voters formerly in precinct 2 (north of Laws Brook Rd), now in precinct 1
  - 169 voters in precinct 4 (portion west side of Heaths Bridge Rd., North side of The Valley Rd), now in precinct 3

The Board of Registrars will be in attendance (posted meeting) at your meeting on Monday to respond to any questions you may have about this process.

Thank you.

# Board of Registrars Recommendation to the Select Board



The Board of Registrars’ recommendation is based on the need to avoid having precincts split between two districts. District Lines (the bold lines) follow 2010 Precinct Lines because of the timing of redistricting. 2010 precinct lines are not able to contain 2020 population (fewer than 4,000 people and within 5% of the median population of five precincts).

Precinct		Population	Polling Location	House District (State)
1		3,714	TBD	14 <sup>th</sup> Middlesex
2		3,601	Harvey Wheeler CC	14 <sup>th</sup> Middlesex
3		3,749	Harvey Wheeler CC	13 <sup>th</sup> Middlesex
4		3,725	Ripley Building	13 <sup>th</sup> Middlesex
5		3,702	Hunt Gym	14 <sup>th</sup> Middlesex

**Town of Concord  
Massachusetts**

**2021 Re-Precincting**

**PRECINCT 1**

All of that portion of Concord Town bounded and described as follows:

Beginning at the point of intersection of Commonwealth Avenue and the MBTA rail line, and proceeding northwesterly along Commonwealth Avenue to Laws Brook Road, then proceeding westerly along Laws Brook Road to the Acton/Concord Town Line, then proceeding northeasterly along the Acton/Concord Town Line to the north side of State Highway 2/Union Turnpike, then proceeding easterly along the north side of Union Turnpike to the State Highway 2 rotary, then proceeding counterclockwise around said rotary to Commonwealth Avenue, then proceeding counterclockwise around the triangle at the junction of Commonwealth Avenue and said rotary to the south side of State Highway 2/Concord Turnpike/Elm Street, then proceeding easterly along State Highway 2/Concord Turnpike/Elm Street to the centerline of the Assabet River, then proceeding northeasterly along the centerline of the Assabet River to its convergence with the Sudbury River at Egg Rock, then turning to follow the centerline of the Sudbury River southerly and upstream to the Nashawtuc Road bridge, then turning southerly along Nashawtuc Road to Thoreau Street, then continuing southeasterly on Thoreau Street to Sudbury Road, then proceeding southwesterly along Sudbury Road to the northerly side of State Highway 2/Concord Turnpike, then proceeding westerly along the northerly side of State Highway 2/Concord Turnpike to Main Street, then proceeding westerly across Main Street to the west side of State Highway 2/Concord Turnpike, then proceeding northwesterly along the west side of State Highway 2/Concord Turnpike to the MBTA rail line, then proceeding westerly along the MBTA rail line and across the Assabet River to the point of beginning.

Precinct 1 Population: 3,714

**Town of Concord  
Massachusetts**

**2021 Re-Precincting**

**PRECINCT 2**

All of that portion of Concord Town bounded and described as follows:

Beginning at the point of intersection of the Acton/Concord/Sudbury town line and proceeding northerly along the Acton/Concord town line to Laws Brook Road, then proceeding easterly along Laws Brook Road to Commonwealth Avenue, then proceeding southeasterly along Commonwealth Avenue to the MBTA rail line, then proceeding easterly along the MBTA rail line to the centerline of the Assabet River, then proceeding southerly along the centerline of the Assabet River to the centerline of the Assabet River Rail Trail Right of Way, then proceeding southerly along said centerline to Old Marlboro Road, then proceeding southerly along Old Marlboro Road to Upland Road, then proceeding westerly along Upland Road to Pine Street, then proceeding northerly along Pine Street to the near shoreline of the Assabet River, then proceeding westerly and upstream along said shoreline to a point 55 feet more or less from the centerline of the Main Street bridge over the Assabet River, then proceeding southwestwardly on a line to the shoreline of an unnamed stream from Kennedy's Pond, then proceeding clockwise around the shoreline of said unnamed stream to Harrington Avenue, then proceeding southerly on Harrington Avenue to Old Mill Road, then proceeding southerly on Old Mill Road to the unnamed private way owned now or formerly by Musketaquid Sportsmen's Club, then proceeding along said unnamed private way to the southern portion of the Old Mill Right of Way, then continuing southerly along said unnamed private way and the southern portion of the Old Mill Road Right of Way to the point of departure of said unnamed private way from the southern portion of the Old Mill Road Right of Way, then proceeding southeasterly along the Old Mill Road Right of Way an additional 415 feet more or less, then proceeding on a line southwestwardly to the centerline of Upper Musketaquid Pond, then proceeding southerly along the centerline of Upper Musketaquid Pond to Second Division Brook, then proceeding southwestwardly along the thread of Second Division Brook to the east branch of Second Division Brook, then proceeding southerly along the thread of the east branch of Second Division Brook to the Sudbury/Concord town line, then proceeding westerly along the Sudbury/Concord town line to the point of beginning.

Precinct 2 Population: 3,601

## **Town of Concord Massachusetts**

### **2021 Re-Precincting**

#### **PRECINCT 3**

All of that portion of Concord Town bounded and described as follows:

Beginning at the point of intersection of the Sudbury/Concord/ Lincoln Town Lines, then proceeding northerly along the Lincoln/Concord Town Line to Fitchburg Turnpike, then proceeding westerly along Fitchburg Turnpike to Garfield Road, then proceeding northerly along Garfield Road to Holden Wood Road, then proceeding easterly on Holden Wood Road to the westerly point of intersection of Holden Wood Road and The Valley Road, then proceeding easterly on The Valley Road to Heaths Bridge Road, then proceeding easterly and northerly on Heaths Bridge Road to Sudbury Road, then proceeding northeasterly along Sudbury Road to the northerly side of State Highway 2/Concord Turnpike, then proceeding northwesterly along the northerly side of State Highway 2/Concord Turnpike to Main Street, then proceeding westerly across Main Street to the west side of State Highway 2/Concord Turnpike, then proceeding northwesterly along the west side of State Highway 2/Concord Turnpike to the MBTA rail line, then proceeding westerly along the MBTA rail line to the centerline of the Assabet River, then proceeding southerly along the centerline of the Assabet River to the centerline of the Assabet River Rail Trail Right of Way, then proceeding southerly along said centerline to Old Marlboro Road, then proceeding southerly along Old Marlboro Road to Upland Road, then proceeding along Upland Road to Pine Street, then proceeding northerly along Pine Street to the near shoreline of the Assabet River, then proceeding westerly and upstream along said shoreline to a point 55 feet more or less south of the centerline of the Main Street bridge over the Assabet River, then proceeding southwestwardly on a line to the shoreline of an unnamed stream from Kennedy's Pond, then proceeding clockwise around the shoreline of said unnamed stream to Harrington Avenue, then proceeding southerly on Harrington Avenue to Old Mill Road, then proceeding southerly on Old Mill Road to the unnamed private way owned now or formerly by Musketaquid Sportsmen's Club, then proceeding along said unnamed private way to the southern portion of the Old Mill Right of Way, then continuing southerly along said unnamed private way and the southern portion of the Old Mill Road Right of Way to the point of departure of said unnamed private way from the southern portion of the Old Mill Road Right of Way, then proceeding southeasterly along the Old Mill Road Right of Way an additional 415 feet more or less, then proceeding on a line southwestwardly to the centerline of Upper Musketaquid Pond, then proceeding southerly along the centerline of Upper Musketaquid Pond to Second Division Brook, then proceeding southwestwardly along the thread of Second Division Brook to the east branch of Second Division Brook, then proceeding southerly along the thread of the east branch of Second Division Brook to the Sudbury/Concord town line, then proceeding easterly along the Sudbury/Concord town line to the point of beginning.

Precinct 3 Population: 3,749

**Town of Concord  
Massachusetts**

**2021 Re-Precincting**

**PRECINCT 4**

All of that portion of Concord Town bounded and described as follows:

Beginning at the point of intersection of the Concord/Lincoln Town Line and Fitchburg Turnpike, then proceeding westerly along Fitchburg Turnpike to Garfield Road, then proceeding northerly along Garfield Road to Holden Wood Road, then proceeding easterly on Holden Wood Road to the westerly point of intersection of Holden Wood Road and The Valley Road, then proceeding easterly on The Valley Road to Heaths Bridge Road, then proceeding easterly and northerly on Heaths Bridge Road to Sudbury Road, then proceeding northeasterly along Sudbury Road to Thoreau Street, then proceeding southeasterly along Thoreau Street to Laurel Street, then proceeding northeasterly on Laurel Street to Walden Street, then proceeding northwesterly on Walden Street to Heywood Street, then proceeding northeasterly on Heywood Street to the centerline of Mill Brook, then proceeding northwesterly along the thread of Mill Brook to Main Street, then proceeding northeasterly along Main Street to the west side of Monument Square, then proceeding northerly around the west side of Monument Square to Monument Street, then proceeding northerly on Monument Street to Court Lane, then proceeding easterly on Court Lane to Bedford Street, then proceeding northeasterly on Bedford Street to an unnamed brook east of Authors Ridge in Sleepy Hollow Cemetery, then following the thread of said unnamed brook north to the shoreline of the southern portion of Borden Pond, then following the shoreline of the southern portion of Borden Pond easterly around the pond to an unnamed stream connecting the northern and southern portions of Borden Pond, then proceeding northerly along the thread of said stream to the shoreline of the northern portion of Borden Pond, then following the shoreline of the northern portion of Borden Pond westerly around the pond to the nearest point on the shoreline of the Assabet River, then proceeding northeasterly along the shoreline of the Assabet River to the Concord/Bedford Town Line, then proceeding southerly along the Concord/Bedford Town Line to the point of intersection of the Concord/Bedford/Lincoln Town Lines, then proceeding southerly along the Concord/Lincoln Town Line to the point of beginning.

Precinct 4 Population: 3,725

**Town of Concord  
Massachusetts**

**2021 Re-Precincting**

**PRECINCT 5**

All of that portion of Concord Town bounded and described as follows:

Beginning at the point of intersection of the Acton/Concord Town Line and the North Side of State Highway 2/Union Turnpike, then proceeding easterly along the north side of Union Turnpike to the State Highway 2 rotary, then proceeding counterclockwise around said rotary to Commonwealth Avenue, then proceeding counterclockwise around the triangle at the junction of Commonwealth Avenue and said rotary to the south side of State Highway 2/Concord Turnpike/Elm Street to the centerline of the Assabet River, then proceeding northeasterly along the centerline of the Assabet River to its convergence with the Sudbury River at Egg Rock, then turning to follow the centerline of the Sudbury River southerly and upstream to the Nashawtuc Road bridge, then turning southerly along Nashawtuc Road to Thoreau Street, then continuing southeasterly on Thoreau Street to Laurel Street, then proceeding northeasterly on Laurel Street to Walden Street, then proceeding northwesterly on Walden Street to Heywood Street, then proceeding northeasterly on Heywood Street to the centerline of Mill Brook, then proceeding northwesterly along the thread of Mill Brook to Main Street, then proceeding northeasterly along Main Street to the west side of Monument Square, then proceeding counterclockwise around Monument Square to Monument Street, then proceeding northerly on Monument Street to Court Lane, then proceeding easterly on Court Lane to Bedford Street, then proceeding northeasterly on Bedford Street to an unnamed brook east of Authors Ridge in Sleepy Hollow Cemetery, then following the thread of said unnamed brook north to the shoreline of the southern portion of Borden Pond, then following the shoreline of the southern portion of Borden Pond easterly around the pond to an unnamed stream connecting the northern and southern portions of Borden Pond, then proceeding northerly along the thread of said stream to the shoreline of the northern portion of Borden Pond, then following the shoreline of the northern portion of Borden Pond westerly around the pond to the nearest point on the shoreline of the Assabet River, then proceeding northeasterly along the shoreline of the Assabet River to the Concord/Bedford Town Line, then proceeding northerly along the Concord/Bedford Town Line to the to the point of intersection of the Concord/Bedford/Carlisle Town Lines, then proceeding westerly along the Concord/Carlisle Town Line to the point of intersection of the Concord/Carlisle/Acton Town Lines, then proceeding southwesterly along the Concord/Acton Town Line to the point of beginning.

Precinct 5 population: 3,702

New VTD	Old VTD	Block ID	Total Pop	WHITE	BLACK	ASIAN	Other	NHPI	AIAN	Pop2Race	Hispanic	Not Hispanic
Concord Town Precinct 1	Concord Town Precinct 1	250173611001000	0	0	0	0	0	0	0	0	0	0
Concord Town Precinct 1	Concord Town Precinct 1	250173611001001	308	294	0	8	0	0	0	3	3	305
Concord Town Precinct 1	Concord Town Precinct 1	250173611001002	14	13	0	0	1	0	0	0	1	13
Concord Town Precinct 1	Concord Town Precinct 1	250173611001003	0	0	0	0	0	0	0	0	0	0
Concord Town Precinct 1	Concord Town Precinct 1	250173611001004	59	50	0	7	1	0	0	0	4	55
Concord Town Precinct 1	Concord Town Precinct 1	250173611001005	37	34	0	2	0	0	0	1	1	36
Concord Town Precinct 1	Concord Town Precinct 1	250173611001006	0	0	0	0	0	0	0	0	0	0
Concord Town Precinct 1	Concord Town Precinct 1	250173611001007	23	23	0	0	0	0	0	0	0	23
Concord Town Precinct 1	Concord Town Precinct 1	250173611001008	9	3	0	0	4	0	0	2	5	4
Concord Town Precinct 1	Concord Town Precinct 1	250173611001009	62	48	0	7	0	0	0	7	0	62
Concord Town Precinct 1	Concord Town Precinct 1	250173611001010	25	18	0	2	2	0	0	3	4	21
Concord Town Precinct 1	Concord Town Precinct 1	250173611001011	0	0	0	0	0	0	0	0	0	0
Concord Town Precinct 1	Concord Town Precinct 1	250173611001012	0	0	0	0	0	0	0	0	0	0
Concord Town Precinct 1	Concord Town Precinct 1	250173611001013	30	26	0	1	0	0	0	3	5	25
Concord Town Precinct 1	Concord Town Precinct 1	250173611001014	54	45	0	3	0	0	0	6	1	53
Concord Town Precinct 1	Concord Town Precinct 1	250173611001015	33	30	0	0	0	0	0	3	3	30
Concord Town Precinct 1	Concord Town Precinct 1	250173611001016	21	5	1	6	0	0	0	8	1	20
Concord Town Precinct 1	Concord Town Precinct 1	250173611001017	52	51	0	1	0	0	0	0	1	51
Concord Town Precinct 1	Concord Town Precinct 1	250173611001018	98	97	0	1	0	0	0	0	0	98
Concord Town Precinct 1	Concord Town Precinct 1	250173611001019	43	33	0	8	2	0	0	0	0	43
Concord Town Precinct 1	Concord Town Precinct 1	250173611001023	7	4	0	0	0	0	0	3	1	6
Concord Town Precinct 1	Concord Town Precinct 1	250173611002000	51	48	2	0	1	0	0	0	1	50
Concord Town Precinct 1	Concord Town Precinct 1	250173611002001	18	14	0	3	0	0	0	1	0	18
Concord Town Precinct 1	Concord Town Precinct 1	250173611002002	11	11	0	0	0	0	0	0	0	11
Concord Town Precinct 1	Concord Town Precinct 1	250173611002003	0	0	0	0	0	0	0	0	0	0
Concord Town Precinct 1	Concord Town Precinct 1	250173611002004	15	15	0	0	0	0	0	0	0	15
Concord Town Precinct 1	Concord Town Precinct 1	250173611002005	69	62	0	5	0	0	0	1	4	65
Concord Town Precinct 1	Concord Town Precinct 1	250173611002006	251	215	4	18	0	0	0	13	9	242
Concord Town Precinct 1	Concord Town Precinct 1	250173611002007	29	25	2	2	0	0	0	0	0	29
Concord Town Precinct 1	Concord Town Precinct 1	250173611002008	18	17	1	0	0	0	0	0	0	18
Concord Town Precinct 1	Concord Town Precinct 1	250173611002009	36	32	0	1	0	0	0	3	2	34
Concord Town Precinct 1	Concord Town Precinct 1	250173611002010	39	36	1	1	0	0	0	1	1	38
Concord Town Precinct 1	Concord Town Precinct 1	250173611002011	0	0	0	0	0	0	0	0	0	0
Concord Town Precinct 1	Concord Town Precinct 1	250173611002012	43	24	0	0	2	0	1	7	7	36
Concord Town Precinct 1	Concord Town Precinct 1	250173611002013	367	351	0	16	0	0	0	0	0	367
Concord Town Precinct 1	Concord Town Precinct 1	250173611002014	34	31	0	0	0	0	0	1	1	33
Concord Town Precinct 1	Concord Town Precinct 1	250173611002015	22	12	0	2	1	0	0	7	3	19
Concord Town Precinct 1	Concord Town Precinct 1	250173611002016	89	84	0	1	1	0	0	2	0	89
Concord Town Precinct 1	Concord Town Precinct 1	250173611002017	28	27	0	0	0	0	0	0	1	27
Concord Town Precinct 1	Concord Town Precinct 1	250173611002018	35	30	0	0	0	0	0	4	1	34

Concord Town Precinct 1	Concord Town Precinct 1	250173611002019	24	19	0	1	0	0	0	4	0	24	
Concord Town Precinct 1	Concord Town Precinct 1	250173611002020	60	56	0	1	0	0	0	0	0	60	
Concord Town Precinct 1	Concord Town Precinct 1	250173611002021	166	152	2	9	2	0	0	0	3	163	
Concord Town Precinct 1	Concord Town Precinct 1	250173611002022	22	18	0	2	0	0	0	1	1	21	
Concord Town Precinct 1	Concord Town Precinct 1	250173611002023	11	9	0	0	0	0	0	0	1	10	
Concord Town Precinct 1	Concord Town Precinct 1	250173611002024	14	6	0	2	0	0	0	4	5	9	
Concord Town Precinct 1	Concord Town Precinct 1	250173611003000	0	0	0	0	0	0	0	0	0	0	
Concord Town Precinct 1	Concord Town Precinct 1	250173611003003	0	0	0	0	0	0	0	0	0	0	
Concord Town Precinct 1	Concord Town Precinct 1	250173611003004	0	0	0	0	0	0	0	0	0	0	
Concord Town Precinct 1	Concord Town Precinct 1	250173611003005	0	0	0	0	0	0	0	0	0	0	
Concord Town Precinct 1	Concord Town Precinct 1	250173611005005	0	0	0	0	0	0	0	0	0	0	
Concord Town Precinct 1	Concord Town Precinct 1	250173612003000	510	173	186	16	17	0	0	116	155	355	
Concord Town Precinct 1	Concord Town Precinct 5	250173612003001	110	45	27	4	1	1	0	30	38	72	
Concord Town Precinct 1	Concord Town Precinct 2	250173612004000	0	0	0	0	0	0	0	0	0	0	
Concord Town Precinct 1	Concord Town Precinct 2	250173612004001	71	60	0	3	1	0	0	5	1	70	
Concord Town Precinct 1	Concord Town Precinct 2	250173612004002	62	51	0	6	0	0	0	0	0	62	
Concord Town Precinct 1	Concord Town Precinct 1	250173612004003	0	0	0	0	0	0	0	0	0	0	
Concord Town Precinct 1	Concord Town Precinct 1	250173612004004	0	0	0	0	0	0	0	0	0	0	
Concord Town Precinct 1	Concord Town Precinct 1	250173612004005	14	12	0	0	0	0	0	2	5	9	
Concord Town Precinct 1	Concord Town Precinct 2	250173612004006	180	164	2	2	3	0	0	7	10	170	
Concord Town Precinct 1	Concord Town Precinct 2	250173612004007	243	219	0	20	0	0	0	3	2	241	
Concord Town Precinct 1	Concord Town Precinct 2	250173612004008	51	49	0	0	0	0	0	2	0	51	
Concord Town Precinct 1	Concord Town Precinct 2	250173612004009	28	23	1	2	0	0	0	2	1	27	
Concord Town Precinct 1	Concord Town Precinct 2	250173612004010	48	35	0	9	0	0	0	4	0	48	
Concord Town Precinct 1	Concord Town Precinct 2	250173612004011	38	33	0	1	0	0	0	3	5	33	
Concord Town Precinct 1	Concord Town Precinct 2	250173612004012	0	0	0	0	0	0	0	0	0	0	
Concord Town Precinct 1	Concord Town Precinct 2	250173612004013	32	22	2	0	1	0	0	5	2	30	
Concord Town Precinct 1	Concord Town Precinct 2	250173612004014	0	0	0	0	0	0	0	0	0	0	
<b>Concord Town Precinct 1</b>													
<b>Total</b>			<b>68</b>	<b>3714</b>	<b>2954</b>	<b>231</b>	<b>173</b>	<b>40</b>	<b>1</b>	<b>1</b>	<b>267</b>	<b>289</b>	<b>3425</b>
Concord Town Precinct 2	Concord Town Precinct 2	250173612001000	86	79	0	4	1	0	0	2	1	85	
Concord Town Precinct 2	Concord Town Precinct 2	250173612001001	16	5	0	7	1	0	0	3	1	15	
Concord Town Precinct 2	Concord Town Precinct 2	250173612001002	0	0	0	0	0	0	0	0	0	0	
Concord Town Precinct 2	Concord Town Precinct 2	250173612001003	222	197	1	6	4	0	0	9	16	206	
Concord Town Precinct 2	Concord Town Precinct 2	250173612001004	44	36	0	0	2	0	0	4	2	42	
Concord Town Precinct 2	Concord Town Precinct 2	250173612001005	108	86	8	12	1	0	0	1	4	104	
Concord Town Precinct 2	Concord Town Precinct 2	250173612001006	0	0	0	0	0	0	0	0	0	0	
Concord Town Precinct 2	Concord Town Precinct 2	250173612001007	406	339	14	38	0	0	0	13	4	402	
Concord Town Precinct 2	Concord Town Precinct 2	250173612001008	25	17	0	2	2	0	0	1	1	24	
Concord Town Precinct 2	Concord Town Precinct 2	250173612001009	0	0	0	0	0	0	0	0	0	0	
Concord Town Precinct 2	Concord Town Precinct 2	250173612001010	15	11	0	0	1	0	0	1	3	12	
Concord Town Precinct 2	Concord Town Precinct 2	250173612001011	433	315	17	64	7	0	0	23	22	411	





Concord Town Precinct 3	Concord Town Precinct 3	250173611005016	84	79	1	2	0	0	0	2	0	84	
Concord Town Precinct 3	Concord Town Precinct 4	250173611005018	15	9	1	2	0	0	0	0	3	12	
Concord Town Precinct 3	Concord Town Precinct 3	250173612002016	59	48	0	7	0	0	0	3	1	58	
Concord Town Precinct 3	Concord Town Precinct 3	250173612002019	88	70	4	2	3	0	0	4	2	86	
Concord Town Precinct 3	Concord Town Precinct 3	250173612002020	58	54	0	2	0	0	0	2	1	57	
Concord Town Precinct 3	Concord Town Precinct 3	250173612002021	14	13	0	1	0	0	0	0	2	12	
Concord Town Precinct 3	Concord Town Precinct 3	250173612002023	48	38	3	3	0	1	0	3	0	48	
Concord Town Precinct 3	Concord Town Precinct 3	250173612005000	216	173	0	26	2	0	0	15	0	216	
Concord Town Precinct 3	Concord Town Precinct 3	250173612005001	62	48	1	3	0	0	0	8	8	54	
Concord Town Precinct 3	Concord Town Precinct 3	250173612005004	215	193	0	10	0	0	0	11	9	206	
Concord Town Precinct 3	Concord Town Precinct 3	250173612005005	40	32	0	4	0	0	0	3	3	37	
Concord Town Precinct 3	Concord Town Precinct 3	250173612005006	105	87	8	5	0	0	0	5	3	102	
Concord Town Precinct 3	Concord Town Precinct 3	250173612005007	188	156	4	21	0	0	0	5	0	188	
Concord Town Precinct 3	Concord Town Precinct 3	250173612005008	79	61	0	9	0	0	0	9	0	79	
Concord Town Precinct 3	Concord Town Precinct 3	250173612005009	76	54	0	7	2	0	0	13	3	73	
Concord Town Precinct 3	Concord Town Precinct 3	250173612005010	23	16	0	3	0	0	0	4	1	22	
<b>Concord Town Precinct 3 Total</b>			<b>56</b>	<b>3749</b>	<b>3207</b>	<b>37</b>	<b>238</b>	<b>24</b>	<b>1</b>	<b>0</b>	<b>200</b>	<b>113</b>	<b>3636</b>
Concord Town Precinct 4	Concord Town Precinct 4	250173593011000	0	0	0	0	0	0	0	0	0	0	
Concord Town Precinct 4	Concord Town Precinct 4	250173593011001	0	0	0	0	0	0	0	0	0	0	
Concord Town Precinct 4	Concord Town Precinct 4	250173611001020	138	129	4	3	0	0	0	2	0	138	
Concord Town Precinct 4	Concord Town Precinct 4	250173611001021	0	0	0	0	0	0	0	0	0	0	
Concord Town Precinct 4	Concord Town Precinct 4	250173611001022	155	140	0	5	0	0	0	10	0	155	
Concord Town Precinct 4	Concord Town Precinct 4	250173611005000	245	208	5	11	8	0	0	8	6	239	
Concord Town Precinct 4	Concord Town Precinct 4	250173611005001	14	13	0	0	0	0	0	1	0	14	
Concord Town Precinct 4	Concord Town Precinct 4	250173611005002	29	26	0	0	0	0	0	3	1	28	
Concord Town Precinct 4	Concord Town Precinct 4	250173611005003	24	19	0	0	0	0	0	4	6	18	
Concord Town Precinct 4	Concord Town Precinct 4	250173611005004	0	0	0	0	0	0	0	0	0	0	
Concord Town Precinct 4	Concord Town Precinct 4	250173611005007	74	70	0	1	0	0	0	3	2	72	
Concord Town Precinct 4	Concord Town Precinct 4	250173611005008	21	7	0	3	4	0	0	7	4	17	
Concord Town Precinct 4	Concord Town Precinct 4	250173611005010	0	0	0	0	0	0	0	0	0	0	
Concord Town Precinct 4	Concord Town Precinct 4	250173611005011	139	132	0	2	0	0	0	4	0	139	
Concord Town Precinct 4	Concord Town Precinct 4	250173611005017	82	77	0	0	1	0	0	4	1	81	
Concord Town Precinct 4	Concord Town Precinct 4	250173611005019	0	0	0	0	0	0	0	0	0	0	
Concord Town Precinct 4	Concord Town Precinct 4	250173613001000	253	220	1	20	4	0	0	8	9	244	
Concord Town Precinct 4	Concord Town Precinct 4	250173613001001	16	15	0	1	0	0	0	0	0	16	
Concord Town Precinct 4	Concord Town Precinct 4	250173613001002	206	169	3	17	2	0	0	12	4	202	
Concord Town Precinct 4	Concord Town Precinct 4	250173613001003	39	24	1	11	0	0	0	3	3	36	
Concord Town Precinct 4	Concord Town Precinct 4	250173613001004	23	19	0	0	0	0	0	4	5	18	
Concord Town Precinct 4	Concord Town Precinct 4	250173613001005	53	38	0	12	0	0	0	1	1	52	
Concord Town Precinct 4	Concord Town Precinct 4	250173613001006	54	43	0	7	0	0	0	3	5	49	
Concord Town Precinct 4	Concord Town Precinct 4	250173613001007	6	0	0	3	0	0	0	3	3	3	

Concord Town Precinct 4	Concord Town Precinct 4	250173613001018	0	0	0	0	0	0	0	0	0	0	
Concord Town Precinct 4	Concord Town Precinct 4	250173613001019	0	0	0	0	0	0	0	0	0	0	
Concord Town Precinct 4	Concord Town Precinct 4	250173613001020	11	6	0	0	3	0	0	2	3	8	
Concord Town Precinct 4	Concord Town Precinct 4	250173613002000	691	633	3	24	3	0	0	27	15	676	
Concord Town Precinct 4	Concord Town Precinct 4	250173613002001	57	51	2	0	0	0	0	4	0	57	
Concord Town Precinct 4	Concord Town Precinct 4	250173613002002	29	24	0	2	0	0	0	3	0	29	
Concord Town Precinct 4	Concord Town Precinct 4	250173613002003	19	10	1	2	0	0	0	4	3	16	
Concord Town Precinct 4	Concord Town Precinct 4	250173613002004	17	14	0	0	0	0	0	3	2	15	
Concord Town Precinct 4	Concord Town Precinct 4	250173613002005	20	18	0	0	1	0	0	1	2	18	
Concord Town Precinct 4	Concord Town Precinct 4	250173613002006	21	16	1	0	0	0	0	4	1	20	
Concord Town Precinct 4	Concord Town Precinct 4	250173613002007	29	16	0	7	3	0	0	1	1	28	
Concord Town Precinct 4	Concord Town Precinct 4	250173613002008	23	20	0	2	0	0	0	0	0	23	
Concord Town Precinct 4	Concord Town Precinct 4	250173613002009	25	20	0	5	0	0	0	0	0	25	
Concord Town Precinct 4	Concord Town Precinct 4	250173613003000	110	87	3	11	3	0	0	5	6	104	
Concord Town Precinct 4	Concord Town Precinct 4	250173613003001	17	15	0	0	0	0	0	2	0	17	
Concord Town Precinct 4	Concord Town Precinct 4	250173613003002	242	208	1	27	0	0	0	6	3	239	
Concord Town Precinct 4	Concord Town Precinct 4	250173613003003	57	18	0	33	0	0	0	6	0	57	
Concord Town Precinct 4	Concord Town Precinct 4	250173613003004	14	0	5	4	0	0	0	5	0	14	
Concord Town Precinct 4	Concord Town Precinct 4	250173613003005	219	199	3	12	1	0	0	4	2	217	
Concord Town Precinct 4	Concord Town Precinct 4	250173613003006	44	40	2	1	0	0	0	1	1	43	
Concord Town Precinct 4	Concord Town Precinct 4	250173613003007	47	33	0	6	1	0	0	6	8	39	
Concord Town Precinct 4	Concord Town Precinct 4	250173613003008	54	51	1	0	0	0	1	1	3	51	
Concord Town Precinct 4	Concord Town Precinct 4	250173613003009	130	107	2	9	0	0	0	11	11	119	
Concord Town Precinct 4	Concord Town Precinct 4	250173613003010	35	23	1	7	0	0	0	4	1	34	
Concord Town Precinct 4	Concord Town Precinct 4	250173613003011	11	0	0	2	3	0	0	6	2	9	
Concord Town Precinct 4	Concord Town Precinct 4	250173613003012	30	22	0	0	0	0	0	5	2	28	
Concord Town Precinct 4	Concord Town Precinct 4	250173613003013	51	45	0	1	1	0	0	4	2	49	
Concord Town Precinct 4	Concord Town Precinct 4	250173613003014	29	17	0	4	1	0	0	7	1	28	
Concord Town Precinct 4	Concord Town Precinct 4	250173613003015	0	0	0	0	0	0	0	0	0	0	
Concord Town Precinct 4	Concord Town Precinct 4	250173613003016	0	0	0	0	0	0	0	0	0	0	
Concord Town Precinct 4	Concord Town Precinct 4	250173613003017	0	0	0	0	0	0	0	0	0	0	
Concord Town Precinct 4	Concord Town Precinct 4	250173613003018	2	0	0	0	0	0	0	2	0	2	
Concord Town Precinct 4	Concord Town Precinct 4	250173613003019	63	59	0	0	0	0	0	3	3	60	
Concord Town Precinct 4	Concord Town Precinct 4	250173613003020	15	6	0	0	0	0	0	2	3	12	
Concord Town Precinct 4	Concord Town Precinct 4	250173613003021	32	19	0	11	1	0	0	1	1	31	
Concord Town Precinct 4	Concord Town Precinct 4	250173613005004	0	0	0	0	0	0	0	0	0	0	
Concord Town Precinct 4	Concord Town Precinct 4	250173613005009	10	7	0	0	1	0	0	0	1	9	
<b>Concord Town Precinct 4</b>													
<b>Total</b>			<b>61</b>	<b>3725</b>	<b>3133</b>	<b>39</b>	<b>266</b>	<b>41</b>	<b>0</b>	<b>1</b>	<b>210</b>	<b>127</b>	<b>3598</b>
Concord Town Precinct 5	Concord Town Precinct 1	250173613001008	125	117	0	4	2	0	0	1	3	122	
Concord Town Precinct 5	Concord Town Precinct 1	250173613001009	28	24	0	1	1	0	0	2	1	27	
Concord Town Precinct 5	Concord Town Precinct 1	250173613001010	98	93	0	0	2	0	0	3	4	94	

Concord Town Precinct 5	Concord Town Precinct 1	250173613001011	20	14	0	0	2	0	0	4	2	18
Concord Town Precinct 5	Concord Town Precinct 1	250173613001012	0	0	0	0	0	0	0	0	0	0
Concord Town Precinct 5	Concord Town Precinct 1	250173613001013	179	139	10	13	3	1	0	8	14	165
Concord Town Precinct 5	Concord Town Precinct 1	250173613001014	0	0	0	0	0	0	0	0	0	0
Concord Town Precinct 5	Concord Town Precinct 1	250173613001015	24	21	2	0	0	0	0	1	0	24
Concord Town Precinct 5	Concord Town Precinct 1	250173613001016	46	33	4	0	0	0	0	9	3	43
Concord Town Precinct 5	Concord Town Precinct 1	250173613001017	28	28	0	0	0	0	0	0	0	28
Concord Town Precinct 5	Concord Town Precinct 1	250173613001021	40	36	0	0	3	0	0	1	3	37
Concord Town Precinct 5	Concord Town Precinct 1	250173613002010	9	6	0	0	1	0	0	1	1	8
Concord Town Precinct 5	Concord Town Precinct 1	250173613002011	39	22	0	1	0	0	0	16	11	28
Concord Town Precinct 5	Concord Town Precinct 1	250173613002012	118	106	1	9	0	0	0	2	1	117
Concord Town Precinct 5	Concord Town Precinct 1	250173613002013	77	64	2	0	0	0	0	11	0	77
Concord Town Precinct 5	Concord Town Precinct 1	250173613002014	67	62	0	4	0	0	0	1	0	67
Concord Town Precinct 5	Concord Town Precinct 1	250173613002015	60	53	0	1	0	0	0	6	1	59
Concord Town Precinct 5	Concord Town Precinct 1	250173613002016	53	47	2	0	1	0	0	3	2	51
Concord Town Precinct 5	Concord Town Precinct 1	250173613002017	78	77	0	0	0	0	0	1	2	76
Concord Town Precinct 5	Concord Town Precinct 5	250173613004000	0	0	0	0	0	0	0	0	0	0
Concord Town Precinct 5	Concord Town Precinct 5	250173613004001	64	59	0	0	0	0	0	4	10	54
Concord Town Precinct 5	Concord Town Precinct 5	250173613004002	23	13	0	6	0	0	0	3	3	20
Concord Town Precinct 5	Concord Town Precinct 5	250173613004003	5	0	0	4	0	0	0	0	0	5
Concord Town Precinct 5	Concord Town Precinct 5	250173613004004	36	26	0	4	4	0	0	2	0	36
Concord Town Precinct 5	Concord Town Precinct 5	250173613004005	8	5	0	1	0	0	0	2	0	8
Concord Town Precinct 5	Concord Town Precinct 5	250173613004006	217	180	0	25	0	0	0	11	0	217
Concord Town Precinct 5	Concord Town Precinct 5	250173613004007	92	77	1	4	2	0	0	3	6	86
Concord Town Precinct 5	Concord Town Precinct 5	250173613004008	18	16	0	1	1	0	0	0	4	14
Concord Town Precinct 5	Concord Town Precinct 5	250173613004009	30	18	0	12	0	0	0	0	0	30
Concord Town Precinct 5	Concord Town Precinct 5	250173613004010	207	179	0	18	2	0	0	6	4	203
Concord Town Precinct 5	Concord Town Precinct 5	250173613004011	85	75	1	5	0	0	0	4	0	85
Concord Town Precinct 5	Concord Town Precinct 5	250173613004012	172	144	0	21	2	0	0	5	2	170
Concord Town Precinct 5	Concord Town Precinct 5	250173613004013	30	29	1	0	0	0	0	0	0	30
Concord Town Precinct 5	Concord Town Precinct 5	250173613004014	29	20	0	4	0	0	0	5	0	29
Concord Town Precinct 5	Concord Town Precinct 5	250173613004015	73	28	0	36	1	0	0	7	2	71
Concord Town Precinct 5	Concord Town Precinct 5	250173613004016	0	0	0	0	0	0	0	0	0	0
Concord Town Precinct 5	Concord Town Precinct 5	250173613004017	0	0	0	0	0	0	0	0	0	0
Concord Town Precinct 5	Concord Town Precinct 5	250173613004018	39	38	0	1	0	0	0	0	0	39
Concord Town Precinct 5	Concord Town Precinct 5	250173613004019	148	143	0	5	0	0	0	0	0	148
Concord Town Precinct 5	Concord Town Precinct 5	250173613004020	25	24	0	0	1	0	0	0	0	25
Concord Town Precinct 5	Concord Town Precinct 5	250173613004021	26	19	0	6	0	0	0	0	0	26
Concord Town Precinct 5	Concord Town Precinct 5	250173613004022	25	23	0	0	1	0	0	1	1	24
Concord Town Precinct 5	Concord Town Precinct 5	250173613004023	44	42	0	0	0	0	0	2	0	44
Concord Town Precinct 5	Concord Town Precinct 5	250173613004024	61	54	0	2	0	0	0	5	5	56
Concord Town Precinct 5	Concord Town Precinct 5	250173613004025	18	18	0	0	0	0	0	0	0	18

Concord Town Precinct 5	Concord Town Precinct 5	250173613004026	21	9	2	3	1	0	0	4	0	21	
Concord Town Precinct 5	Concord Town Precinct 5	250173613004027	0	0	0	0	0	0	0	0	0	0	
Concord Town Precinct 5	Concord Town Precinct 5	250173613004028	15	14	0	0	0	0	0	0	0	15	
Concord Town Precinct 5	Concord Town Precinct 5	250173613004029	0	0	0	0	0	0	0	0	0	0	
Concord Town Precinct 5	Concord Town Precinct 5	250173613004030	253	118	59	3	7	0	1	64	92	161	
Concord Town Precinct 5	Concord Town Precinct 5	250173613005000	0	0	0	0	0	0	0	0	0	0	
Concord Town Precinct 5	Concord Town Precinct 5	250173613005001	157	152	0	4	0	0	0	1	1	156	
Concord Town Precinct 5	Concord Town Precinct 5	250173613005002	39	39	0	0	0	0	0	0	0	39	
Concord Town Precinct 5	Concord Town Precinct 4	250173613005003	0	0	0	0	0	0	0	0	0	0	
Concord Town Precinct 5	Concord Town Precinct 4	250173613005005	0	0	0	0	0	0	0	0	0	0	
Concord Town Precinct 5	Concord Town Precinct 4	250173613005006	0	0	0	0	0	0	0	0	0	0	
Concord Town Precinct 5	Concord Town Precinct 5	250173613005007	0	0	0	0	0	0	0	0	0	0	
Concord Town Precinct 5	Concord Town Precinct 5	250173613005008	0	0	0	0	0	0	0	0	0	0	
Concord Town Precinct 5	Concord Town Precinct 1	250173613005010	0	0	0	0	0	0	0	0	0	0	
Concord Town Precinct 5	Concord Town Precinct 1	250173613005011	38	30	5	0	0	0	0	3	2	36	
Concord Town Precinct 5	Concord Town Precinct 1	250173613005012	5	1	0	0	2	0	0	2	2	3	
Concord Town Precinct 5	Concord Town Precinct 5	250173613005013	0	0	0	0	0	0	0	0	0	0	
Concord Town Precinct 5	Concord Town Precinct 5	250173613005014	0	0	0	0	0	0	0	0	0	0	
Concord Town Precinct 5	Concord Town Precinct 5	250173613005015	0	0	0	0	0	0	0	0	0	0	
Concord Town Precinct 5	Concord Town Precinct 5	250173613005016	472	412	2	21	5	0	0	22	12	460	
Concord Town Precinct 5	Concord Town Precinct 5	250173613005017	41	35	0	2	0	0	0	4	0	41	
Concord Town Precinct 5	Concord Town Precinct 1	250173613005018	0	0	0	0	0	0	0	0	0	0	
Concord Town Precinct 5	Concord Town Precinct 1	250173613005019	0	0	0	0	0	0	0	0	0	0	
Concord Town Precinct 5	Concord Town Precinct 5	250173613005020	33	29	0	1	0	0	0	2	0	33	
Concord Town Precinct 5	Concord Town Precinct 5	250173613005021	64	55	1	0	1	0	0	7	1	63	
<b>Concord Town Precinct 5 Total</b>			<b>70</b>	<b>3702</b>	<b>3066</b>	<b>93</b>	<b>222</b>	<b>45</b>	<b>1</b>	<b>1</b>	<b>239</b>	<b>195</b>	<b>3507</b>
<b>Grand Total</b>			<b>309</b>	<b>18,491</b>	<b>15,337</b>	<b>482</b>	<b>1,171</b>	<b>194</b>	<b>4</b>	<b>3</b>	<b>1,089</b>	<b>861</b>	<b>17,630</b>

## **Intermunicipal Agreement for the Public Health Excellence for Shared Services Grant**

This Intermunicipal Agreement (hereinafter “Agreement”), is entered into by and between the Towns of Sudbury, Wayland, Lincoln, Bedford, Concord, Carlisle, and Weston hereinafter referred to collectively as the “Municipalities,” and individually as a “Municipality,” this \_\_\_\_ day \_\_\_\_\_ 2021, as follows:

WHEREAS, the Town of Sudbury was awarded a Public Health Excellence for Shared Services grant by the Commonwealth of Massachusetts (the “Grant Program”) to create a cross-jurisdictional public health services sharing program consistent with the recommendations of the Special Commission on Local and Regional Public Health’s (SCLRPH) June 2019 Report;

WHEREAS, the purpose of the Grant Program is to implement the recommendations made in the SCLRPH’s June 2019 Report by increasing local public health capacity through regional shared services programs and agreements, and the aggregation of public health data through utilization of new public health data reporting programs such as MAVEN and MIIS;

WHEREAS, each of the Municipalities offers public health services and resources, and desires to increase its capacity to provides said services and resources and improve regional public health by entering this Agreement and committing to collecting data to improve public health reporting, monitoring, and outcomes;

WHEREAS, the Municipalities desire to share the services of health inspectors, public relations employees, and public health nurses based on available resources and the needs of the Municipalities, as determined from time to time by the governing body set forth in this Agreement;

WHEREAS, the Town of Sudbury, entering into an agreement with the Commonwealth of Massachusetts governing its participation in the Grant Program, is willing and able to manage the administrative obligations of the Grant Program through its Director of Public Health, who shall hereinafter be referred to as the “Program Manager”;

WHEREAS, each Municipality has the authority to enter into this Agreement pursuant to G.L. c. 40, §4A;

NOW THEREFORE, in consideration the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the parties hereto covenant and agree as follows:

1. The Public Health Services Collaborative. There is hereby established a collaborative of the Municipalities to be known as the “Great Meadows Public Health Collaborative”, which shall hereinafter be referred to as the “Collaborative.” The Collaborative, shall act by and through a Regional Health Advisory Committee (the “Committee”), as established in

Section 5 of this Agreement, and Program Manager, will coordinate, manage, and direct the activities of the parties with respect to the subject matter of the Grant Program, this Agreement, and the agreement between the Town of Sudbury and the Commonwealth of Massachusetts, attached hereto as Exhibit A, the terms of which are expressly incorporated herein and shall bind all parties hereto, and any other programs and services related thereto. The purpose of the Collaborative is to design and implement a program by which the public health staff and resources of the Municipalities are consolidated and shared such that cross-jurisdiction services, investigations, enforcement and data reporting may be carried out and the public health and safety of the Municipalities may be better protected (the “Shared Services Program”).

2. Term. The term of this Agreement shall commence on the date set forth above and shall expire when the funds for the Grant Program are no longer available, or when terminated in accordance with this Agreement, but in no event shall the Term of this Agreement exceed twenty-five (25) years unless permitted by statute. Nothing herein shall be interpreted to prevent the Municipalities from extending the term of this Agreement beyond the exhaustion of the Grant Funds with the written consent of all parties hereto.
3. Lead Municipality. During the term of this Agreement, the Town of Sudbury, acting as the “Lead Municipality,” shall oversee the Grant Program and the shared services program provided for herein (the “Shared Services Program”). As the Lead Municipality, Sudbury shall act for the Collaborative with respect to all grant applications to be submitted and gifts and grants received collectively by the Municipalities. Sudbury shall act as the Municipalities’ purchasing agent pursuant to G.L. c. 7, §22B, for all contracts duly authorized by the Committee, established pursuant to Section 5 of this Agreement, to be entered into collectively by the Municipalities. Final approval of any such contract is subject to approval of the Regional Health Advisory Committee appropriation by each party, to the extent required.
4. Program Manager. The Town of Sudbury, as Lead Municipality, shall hire and employ a Program Manager, who may or may not be the Sudbury’s Director of Public Health, and, through the Program Manager and its Health Department, perform all necessary fiscal and administrative functions necessary to provide the services contemplated under this Agreement, and may retain up to 15% of the funds received through the Grant Program for wages and resources related to the performance of such duties, in accordance with the Grant Program Scope of Services, attached hereto as Exhibit B and incorporated herein, and the policies and procedures established by the Committee, as set forth herein. For the purposes of employment status and health, retirement and other benefits, and immunities and indemnification as provided by law, the Program Manager and any Sudbury Health Department staff working on behalf of the Collaborative or the Committee shall be considered employees of Sudbury and shall be accorded all benefits enjoyed by other Sudbury employees within the same classification as they are or shall be established.
5. Regional Health Advisory Committee. There shall exist a Regional Health Advisory Committee (the “Committee”) comprised of one (1) representative from each

Municipality, who shall be appointed by the appropriate appointing authority of the Municipality.

The Committee shall meet as needed, and at least quarterly, and each member shall have an equal vote with respect to Shared Services Program policies, personnel, operations, and finances, provided nothing herein shall be understood to usurp the Town of Sudbury's right to hire and employ the Program Manager. The Program Manager shall prepare and send to each Municipality a quarterly status report prior to the quarterly meeting. The Town of Sudbury, or its designee, shall maintain the files and notes of the Committee's meetings.

A majority of members of the Committee shall constitute a quorum for the purpose of transacting business. A quorum of the Committee may act by a majority of those present and voting. Any action of the Committee shall be made in a duly noticed meeting held in accordance with the provisions of the Massachusetts Open Meeting Law, G.L. c. 30A, §18-25, as may be amended from time-to-time, including the requirements for posting notice and keeping minutes.

6. Shared Services Program Participation. Each Municipality as part of this Agreement shall participate in the Shared Services Program as follows:
  - a. Each Municipality will consent to the Collaborative's duly-authorized agents and representatives exercising the powers provided for herein and by the Committee within the boundaries of said Municipality, and will direct its agents and employees to work in good faith with the Collaborative's health agents, nurses, and any other employees the Collaborative may employ from time to time.
  - b. Each Municipality will be a member of the Committee as established pursuant to this Agreement, and appoint and maintain a Committee representative at all times.
  - c. Each Municipality will ensure that its representative to the Committee, and/or designees and other staff representatives, will attend any training sessions and Committee meetings (either in-person or via remote access) throughout the life of this Agreement.
  - d. Each Municipality will assist in collecting the necessary data as agreed to by the Committee and pursuant to the data reporting policy established pursuant to Section 5 of this Agreement to help meet the goals of the Shared Services Program and the Grant Program. The data collection provided for herein will include, but not be limited to, reporting to the Committee, through the Program Manager, public health outcomes and services related to the Shared Services Program and the Collaborative's agents and nurses.
  - e. Each Municipality will request from the appropriate legislative body appropriation for any services, costs and expenses associated with the Collaborative and not covered by the Grant Program. Notwithstanding this provision or any other terms of this Agreement, no party shall be obligated to incur any financial cost above the amount

made available herein through grants and gifts or other sources, unless the financial obligation is supported by an appropriation made in accordance with law.

f. Each Municipality will help promote and market the Shared Services Program and its services within their community.

7. Payment and Funding. Pursuant to G.L. c. 40, §4A, any funds received by the Shared Services Program, Committee, or the Town of Sudbury pursuant to this Agreement, shall be deposited with the treasurer of the Town of Sudbury and held as a separate account and may be expended, with the approval of the Committee, under the provisions of G.L. c. 44, §53A, for contribution toward the cost of the Shared Services Program only.

The Committee may authorize a disbursement of funds for any shared contractor, salary or wages consistent with the terms of this Agreement, and/or for any program, service or benefit that is consistent with the terms of this Agreement. Except for the 15% of Grant Program funding for administrative costs that the Town of Sudbury may retain pursuant to Section 4 of this Agreement, if a Municipality is permitted to draw on grant funds individually, such withdrawal must first be approved by the Committee, and the Municipality will thereafter submit monthly invoices to the Program Manager for reimbursement from the Shared Services Program funds. The Town of Sudbury, as the holder of Grant Program funds, will pay the invoice within 30 days, subject to the availability of funds; provided, however, that the Town of Sudbury shall not be obligated to supply any funding or incur any cost in excess of the amounts made available to the Committee and the Shared Services Program through the Grant Program and/or any other and gifts, grants, or other sources appropriated for the purposes of this Agreement. Individual municipal costs incurred outside the scope of this Agreement and specific to the needs of that Municipality will be borne solely by that Municipality. Any funds contributed by the Grant Program shall only be used for shared public health services and data reporting consistent with the purposes of this Agreement.

Pursuant to G.L. c. 40, §4A, any party may, but shall not be required to, raise money by any lawful means to further the purposes of the Shared Services Program and any such funds shall be held by Sudbury and expended pursuant to the terms of this Agreement.

8. Other Town Resources. Employees and personnel of each Municipality providing services pursuant to this Agreement shall be deemed employees of their respective Municipalities, and not regional employees or employees of any other Municipality. Each Municipality shall be liable for the acts and omissions of its own employees and not for the employees of any other town or agency in the performance of the services under this Agreement to the extent provided by the Massachusetts Tort Claims Act, G.L. c. 258. To the extent permitted by law, each Municipality shall defend, indemnify, and hold the other Municipalities harmless from and against any and all claims, demands, liabilities, actions, causes of action, costs and expenses, including attorney's fees, arising out of the indemnifying Municipality's acts or omissions, breach of this Agreement, or the

negligence or misconduct of the indemnifying Municipality or its agents or employees. In entering into this Agreement, no Municipality waives any governmental immunity or statutory limitation of damages.

9. Entrance. Any municipality, not a part of this Agreement, may petition the Municipalities then signatories to this Agreement to join the Agreement. In order to approve the addition of a new entity to the Agreement, no less than a two-thirds vote of the Committee shall be required to approve said entrant.
10. Withdrawal. Any Municipality other than the Town of Sudbury as Lead Municipality, by a vote of its respective authorizing Select Board or Chief Executive Officer, may withdraw from this Agreement with the provision of at least three (3) months prior written notice to the Lead Municipality. Upon such withdrawal, the Program Manager shall prepare full statements of outstanding unpaid financial obligations under this Agreement and present the same to the terminating Municipality for payment within thirty (30) days thereafter. To the extent permitted by the Grant Program and its agreement with the Commonwealth of Massachusetts pursuant thereto, the Town of Sudbury, as Lead Municipality, by a vote of its Select Board, may withdraw from this Agreement upon the provision of at least three (3) months prior written notice to the participating Municipalities, and a new Lead Party shall thereafter be designated by the Committee, by a vote of the representatives of the remaining parties. Prior to the effective date of its withdrawal, Sudbury shall transfer all funds held pursuant to this Agreement to the new Lead Municipality as designated by the Committee. Any Municipality may withdraw at the end of any fiscal year in which the Municipality's legislative body has not appropriated funds sufficient to support that Municipality's continued participation in the subsequent fiscal year. In such an event, the Municipality shall give as much notice to the other Municipalities to this Agreement as the circumstances allow. The Committee, by vote of the remaining members, has the authority to reallocate grant funding or other outside funding that would have been allocated to the Municipality that has left the Agreement. Any data collected from the terminating Municipality through a Shared Services Program project, service, or program will remain with the Committee for analysis by the Program Manager and the Committee.
11. Termination. This Agreement may be terminated by a vote of a majority of the Municipalities' representatives of the Committee, at a meeting of the Committee called for that purpose; provided that the representative's vote has been authorized by the Municipality's appointing authority. Any termination vote shall not be effective until the passage of at least sixty (60) days and until the Municipalities have agreed to an equitable allocation of all remaining costs, expenses and assets.
12. Conflict Resolution. The Committee may hold additional meetings to discuss and resolve any conflicts that may arise including, but not limited to, disagreements regarding the needs of each Municipality, the Shared Services Program, the terms and execution of this Agreement, and data reporting.

13. Financial Safeguards. The Town of Sudbury as Lead Municipality shall maintain separate, accurate, and comprehensive records of all services performed for each of the Municipalities, and all contributions received from the Municipalities.
14. Assignment. None of the Municipalities shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of all of the other Municipalities.
15. Amendment. This Agreement may be amended only in writing pursuant to an affirmative vote of all Municipalities' appointing authority.
16. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, or affect the application of such provision to any other circumstances, and the remaining provisions hereof shall not be affected and shall remain in full force and effect.
17. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.
18. Headings. The paragraph headings herein are for convenience only, are no part of this Agreement, and shall not affect the interpretation of this Agreement.
19. Notices. Any notice permitted or required hereunder to be given or served on any Municipality shall be in writing signed in the name of or on behalf of the Municipality giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery or three (3) business days after the date of any properly addressed notice sent by mail as set forth below.

Town of Sudbury  
278 Old Sudbury Rd  
Sudbury, MA 01776  
Attn: Town Manager

Town of Wayland

Town of Lincoln

Town of Bedford

Town of Concord

Town of Carlisle

Town of Weston

- 20. Complete Agreement. This Agreement constitutes the entire Agreement between the Municipalities concerning the subject matter hereof, superseding all prior agreements and understandings. There are no other agreements or understandings between the Municipalities concerning the subject matter hereof. Each Municipality acknowledges that it has not relied on any representations by any other Municipality or by anyone acting or purporting to act for another Municipality or for whose actions any other Municipality is responsible, other than the express, written representations set forth herein.

WITNESS OUR HANDS AND SEALS as of the first date written above.

Town of Sudbury

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Town of Weston

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Town of Lincoln

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Town of Wayland

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Town of Bedford

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Town of Concord

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Town of Carlisle

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**Comment of Eric Van Loon, former Town Moderator, Concord MA** Re: Middlesex 13/14

First, congratulation on your excellent overall redistricting plan, especially its creation of 15 new majority-minority districts, a huge public service for the Commonwealth.

Today I am asking you to reconsider Middlesex 13/14 to embrace additional important values not in conflict with minority-majority districts. These are:

- town integrity/ keep communities together
- common representation for regional school districts

Accordingly, two requests:

- A. Please redraw the lines to put all of Concord into a single district.

The Town of Concord has been in a single district for decades, perhaps since 1775. But the new proposed redistricting separates our town into a 4-town district [3 prec] and a 5-town district [2 precincts].

Due to demographic changes, all five Concord precincts are required by state law to be redrawn to meet state standards. New precincts have been created, but the Redistricting Committee used the previous ones. Concord lines will have to be adjusted to address this technical glitch, and this creates an opportunity to revisit Concord's overall treatment.

Having served six terms as Concord Town and presided over a dozen special and annual town meetings, I can attest that Concord is a very cohesive and civic-minded community. Multiple times I presided over 1200-1300 voters participating in the high school auditorium, cafeteria and gym. Our sense of community identity is strong.

Although our current Acton-resident state rep is not seeking reelection, we have a very strong candidate committed to seeking election and believe he will make a huge positive contribution to the work of the Great and General Court.

- B. Please redraw the lines to return Concord and Carlisle to a single district.

Historically, Carlisle was part of Concord, until some time in the 1800s when Carlisle residents gathered sufficient resources to build their own church so that they no longer needed to make the cold trip to Concord center for mandatory attendance.

In more recent decades the two towns have been joined in the Concord-Carlisle School District for governance of Concord-Carlisle High School. Many other non-governmental organizations reflect our two communities' closeness: the C-C League of Women Voters and the C-C Community Chest.

Thank you for considering these requests.



# Sleepy Hollow Cemetery

## Town of Concord

135 KEYES ROAD  
CONCORD, MASSACHUSETTS 01742-1601  
[www.concordma.gov](http://www.concordma.gov)

October 20, 2021

Dear Select Board:

On behalf of the Cemetery Committee, I would like to address the special needs of Concord's cemeteries to ensure that Concord creates a clear and concise message on rules and regulations regarding its transportation and trail usage that may be before your consideration.

Established in 1823, Sleepy Hollow Cemetery ("the Cemetery") remains an active sacred burial ground with over 100 burials per year. The Cemetery's 95-acre campus shares its borders with both the Reformatory Branch Trail and Route 62 (Bedford St), and contains approximately four miles of paved lanes, and a mile and a half of mixed-use trails. Rich in historical significance, and situated close to Concord Center, the Cemetery is a top tourist attraction that is popular with both tourists and locals alike. Beyond its hallowed historical importance, the Cemetery serves as a vibrant nature preserve for both trees, plants, and wildlife, including the threatened Blanding's Turtle.

The Cemetery Committee is charged with protecting this important town resource. This duty goes beyond the simple protection of marble stones and ancient trees, it also includes the protection of those citizens that come to grieve and remember loved ones lost. The vast majority of visitors to the Cemetery are respectful of this consecrated ground, but recently this Committee has had an increase in concerns regarding bicycle activity. For example, there have been incidents where cyclists have caused ruts by riding across graves, shouting that disrupted burial ceremonies, conflicts with path-walkers, damaged trails during the wet season, electric bikes operating at excessive speeds, and erosion caused in part from off-trail riding.

As a Committee, our responsibility is to establish rules for the Cemetery, but we also recognize the importance of working with other town committees, interest groups, and the community to develop comprehensive and consistent rules for town transportation and trails. As such, we respectfully request that Concord's boards and committees work to include us to help us protect the Cemetery, including: bicycle rules and regulations, redesigns and improvements to the Reformatory Branch Trail, trail maps and signage, and rider education.

For the Cemetery Committee

Brian Davidson, Vice Chair ([bw\\_davidson@yahoo.com](mailto:bw_davidson@yahoo.com))

Leo Carroll, Cemetery Committee, Chair ([atn49@hotmail.com](mailto:atn49@hotmail.com))

Jerry Soucy, Member

Rebecca Purcell, Member

Rod Riedel, Member

## Jeremy Romanul

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**From:** tbarveyan <tbarveyan@yahoo.com>  
**Sent:** Friday, November 5, 2021 9:17 AM  
**To:** Terri Ackerman; Matthew Johnson; Susan Bates; Linda Escobedo; Henry Dane; Jeremy Romanul  
**Subject:** Regarding calls for volunteers for the "Bicycling Subcommittee"

Dear Members of the Select Board,

I have noticed that Select Board agenda postings have been listing the "Bicycling Subcommittee of the Transportation Advisory Committee" among Town committees needing volunteers.

The former Transportation Advisory Committee was indeed looking for volunteers to make up a Bicycling Subcommittee, given their own mostly staff membership structure. There was no charge that was yet formulated for the Subcommittee.

The Transportation Advisory Committee's own charge and membership has been changed since then. The new members have been very recently appointed. They have not met yet.

It should be up to the new members to discuss *whether* to designate a Bicycling Subcommittee, and, if so, whether members should be from within the Committee or outside. (The Charge itself does not require that Subcommittees be formed. It only allows for them.)

Thank you and best regards,

Tanya B. Gailus

## Jeremy Romanul

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**From:** Erin Sharaf <erinsharaf@gmail.com>  
**Sent:** Monday, October 25, 2021 2:08 PM  
**To:** Karen Bockoven; Jeremy Romanul  
**Cc:** Delia Kaye  
**Subject:** Reformatory branch trail

You don't often get email from erinsharaf@gmail.com. [Learn why this is important](#)

To the Concord Transportation Committee and Select Board –

I moved to Concord in 2014 in large part for the conservation land. You will find me enjoying all the natural places in town. I live very close to the Reformatory Trail system and jog, bike or walk on it regularly.

Never once have I wished this trail was paved. In fact, whenever I ride outbound from Lexington/Bedford to Concord, it is always a welcome moment when the trail transitions to dirt. It's so much more intimate and wild.

The air actually smells better too - of spruce, pine and dirt, rather than asphalt. Why are we considering widening and paving this portion? This is exactly the wrong direction.

It is especially problematic that we are considering pavement and a path widening directly adjacent to a protected wildlife area. There are many species who live there. Please go to the blackboard at the start of the birding trail near the parking lot of Great Meadows and you will see a long list of birds, reptiles and mammals that have recently been spotted in the area. This is their home too, and we should protect them and their way of life.

Many naturalists conduct field studies in Great Meadows. This is an essential gem for our town---and the Commonwealth. The trail already bisects the Spring migration of the threatened Blanding's turtle. Last spring I saw a large turtle ambling along the side of the trail.

Another threatened species, the Britton's violet, lives adjacent to the current path.

Bringing more people who are moving faster into this area would be a grave error.

I would suggest we encourage people to slow down while out in nature and near vulnerable species, not speed up.

Widening the path or adding any pavement at all does not sound like an 'improvement' to me. Let's uphold Concord's rich history on conservation and err on the side of protecting the wild places.

As one of our most famous ancestors said:

**"We need the tonic of wildness... We can never have enough of nature." Thoreau**

Thank you for your service on the Transportation Board and the Select Committee. Please continue your good service by opposing this misguided idea.

Sincerely,

Erin Sharaf

22 Davis Ct. Concord, MA