

**TOWN OF CONCORD
SELECT BOARD
AGENDA
NOVEMBER 22, 2021
6:30 PM
VIDEO CONFERENCE**

Join Zoom Meeting

<https://us02web.zoom.us/j/84092395810?pwd=TnMyWmprWHBlA21CczdQM0EvWVVFz09>

Meeting ID: 840 9239 5810

Passcode: 865209

REVISED ON NOVEMBER 22, 2021

#	Time	Agenda Item
1.	6:30pm	Call to Order
2.		Consent Agenda <ul style="list-style-type: none"> • Minutes to approve: August 16, 2021; August 16, 2021 Executive Session (not to be released), September 13, 2021; September 13 Executive Session #1 (not to be released); September 13 Executive Session #2 (not to be released); September 20, 2021; October 4, 2021 Executive Session (not to be released) October 18, 2021 • Gift Acceptance: Concord Land Conservation Trust gift of \$25,000 for the acquisition of the Emerson Land Conservation Restriction
3.		Town Manager's Report
4.		Chair's Remarks
5.	6:45pm	Meet with Sen. Barrett to discuss current items & status of home rule petitions
6.	7:10pm	Public Hearing: FY22 Tax Classification Hearing
7.		Request the Board of Assessors to release Overlay Surplus to fund Middle School Stabilization Fund
8.	7:50pm	Continued 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
9.	8:00pm	Review and Vote Reprecincting Proposal
10	8:20pm	Review and Accept CMLP Financial Audit
11		Discuss Revised APP10 Draft
12		Vote to Increase RHSO Revolving Fund Limit
13		Authorize return of \$5,000 to uncommitted balances for the Emerson Annex Preservation Project
14	8:50pm	Committee Nominations: Erika Prahl, of 1400 Lowell Road, to the Diversity, Equity and Inclusion Commission for a term ending April 30, 2022 (in place of Molly Wierman, who declined appointment).
15		Committee Appointments: Alan Bogosian of 1624 Main Street to the Historical Commission to fill an unexpired term set to expire on May 31, 2022. Sustainability Director Amanda Kohn to the Middle School Building Committee for a term to expire at the completion of the project.
16		Committee Liaison Reports
17		Miscellaneous Correspondence
18		Public Comment
19	9:15pm	Adjourn to Executive Session to consider the purchase, exchange, lease or value of real property, as the chair declares that an open meeting may have a detrimental effect on the negotiating position of the Town

Note: All times are approximate and subject to change.

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

**TOWN OF CONCORD
SELECT BOARD
MINUTES
AUGUST 16, 2021**

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 16, 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

- West Concord Junction Cultural District Renewal Proclamation
- One Day Special Liquor Licenses
- o Verrill Farm 8/24/21 6:00pm-8:00pm 11 Wheeler Road Wines & Malt Beverages Only
- o Verrill Farm 8/25/21 6:00pm-8:00pm 11 Wheeler Road Wines & Malt Beverages Only

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 members of SMT and division managers participated in a two-day long workshop regarding diversity, equity, inclusion, and belonging.

The Town House will reopen to the public on Tuesday, September 7. Deputy Town Manager Kate Hodges and Facilities Director Ryan Orr will present a summary report on the project to the Select Board at the September 7 meeting.

The Town is interviewing seven semifinalists for the Sustainability Director position. Finalists will be interviewed in the coming weeks.

Public Works is developing an RFP for trash and recycling collection services starting in October 2022. They are surveying residents on what services the town values as part of the municipal curbside trash and recycling program.

The Board of Health has not issued an indoor mask mandate, as the Town at this time plans to stick to the guidelines issued by the Massachusetts Department of Public Health.

Chair's Remarks

Select Board Chair Terri Ackerman noted that the Honored Citizen event in recognition of Elise Woodward is scheduled for September 1 at Harvey Wheeler from 2:30pm-4:30pm.

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The Select Board will be notifying boards and committees of the October 18 focused meeting on transportation, and the November 15 focused meeting on Envision Concord goals. All stakeholders are encouraged to attend.

Appoint Michael Lawson of 1695 Lowell Road to the Massachusetts 250th American Revolution Anniversary Commission

The state is establishing a 250th American Revolution Anniversary Commission in order to organize celebrations of this milestone across the state. Former Select Board member Michael Lawson has expressed interest in serving on this committee.

Upon a motion duly made and seconded, it was UNANIMOUSLY

VOTED: to appoint Michael Lawson of 1695 Lowell Road to the Massachusetts 250th American Revolution Anniversary Commission and recommend a quarterly cadence of updates to the Select Board from Mike.

2021 PEG Access Program Awards

PEG Access Advisory Committee Chair Karlen Reed presented the 2021 PEG Access Program Awards to over 20 groups and individuals from Concord and Carlisle for their public, education, and government videos and contributions. The citizen-run PEG Access Advisory Committee created these awards to recognize local producers for their work between March 2020 and April 2021.

Recreation Commission Administrative Code

Recreation Director Anna McKeown attended to describe the revisions to the proposed Recreation Commission Administrative Code. The last code was approved in 1982. The changes in the draft code included position titles and procedural changes that have occurred over the last 40 years.

Upon a motion duly made and seconded, it was UNANIMOUSLY

VOTED: to approve the revised Recreation Commission Administrative Code as included in the meeting materials.

Review Legal Costs

The Town Manager and Select Board planned to have a public update on legal expenses every six months given the attention it has received in recent years. Town Counsel Mina Makarious of Anderson Kreiger was in attendance. Mr. Makarious noted that the Estabrook and Symes cases have driven legal expenses in the second half of FY21. Mr. Makarious noted the following expenses:

- \$165,676.50 in total legal expenses from December 1, 2020 to June 30, 2021
- \$25,646 from Estabrook related issues

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- \$12,981 in costs to advise the Planning Board during its subdivision review project and to advise the Town regarding impacts of additional regulation of earth removal on the project
- \$70,097 in litigation costs regarding a developer's appeal of the Planning Board's conditions of approval of a proposed subdivision
- \$9,062 of costs associated with advice to the Town and representation of the Planning Board in hearings and negotiations with the developer of a proposed development near the Sudbury border
- \$14,021 related to FY21 Town Meeting preparation.
- \$57,102.09 in Estabrook litigation fees between January and April 2021, largely attributable to the Harvard discovery
- \$182,296 in Estabrook fees in May and June 2021 related to Harvard discovery, pre-trial work, and trial work

Mr. Makarios discussed expected fees through the rest of the year, noting that there are no other active cases depending on the Symes case. Mr. Makarios noted that the post-trial brief in the Estabrook case would result in additional costs. Mr. Makarios assured the board that more proactive communication about expenses is intended moving forward. Mr. Makarios concluded by stating if the Estabrook case concludes in October, legal spending will be drastically reduced. The full memo regarding legal spending is included in the [meeting materials](#).

Finalize and Adopt Fiber/Broadband Task Force Charge

The Select Board reviewed a draft charge for the Fiber Broadband Completion Task Force at their August 9 meeting. Members sent their edits to be incorporated in the charge to be approved at this meeting. There were no further changes.

Upon a motion duly made and seconded, it was UNANIMOUSLY

VOTED: to approve the Fiber/Broadband Task Force charge as included in the meeting materials.

Finalize and Adopt DEI Commission Charge

The Select Board reviewed a draft charge for the DEI Commission at their August 9 meeting. Members sent their edits to be incorporated in the charge to be approved at this meeting. There were no further changes.

Upon a motion duly made and seconded, it was UNANIMOUSLY

VOTED: to approve the DEI Commission charge as included in the meeting materials.

Finalize and Adopt Civil War Monument Task Force Charge

The Select Board reviewed a draft charge for the Civil War Monument Task Force at their

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August 9 meeting. Members sent their edits to be incorporated in the charge to be approved at this meeting. There were grammatical changes noted.

Upon a motion duly made and seconded, it was UNANIMOUSLY

VOTED: to approve the Civil War Monument Task Force charge as amended in this meeting.

Town Manager Evaluation

Ms. Ackerman introduced the discussion by stating that the goal of the evaluation is to have a fair, objective process containing specific and useful info. The evaluation consisted of 5 Select Board members and 30 staff members. Only the Town Manager and Select Board Chair received the comment responses from staff. The full evaluation can be viewed on the [Town website](#).

Mr. Crane expressed his thankfulness to all that participated in the evaluation process and for the feedback. Mr. Crane noted that the time and energy of town departments over the past year was largely dedicated towards COVID-19 response either directly or indirectly. The biggest missed opportunity stemming from the pandemic was the ability to develop relationships, since we were largely physically isolated from each other. Mr. Crane noted that being back in person now is a useful opportunity for relationship development. Mr. Crane concluded by expressing gratitude towards staff and the board for their feedback, expressing his intent to continue to collaborate with this committed group of people who want to do what is best for the community.

The Select Board reviewed the evaluation for grammatical changes, and revised the document so individual comments were woven into the narrative of the evaluation in a more cohesive manner.

Upon a motion duly made and seconded, it was UNANIMOUSLY

VOTED: to adopt the Town Manager evaluation as amended in tonight's meeting.

Committee Nominations

Jim Ricker of 68 Shore Drive to the White Pond Advisory Committee for a term to expire on April 30, 2024. Gordon Brockway of 112 Hill Street to be the Light Board representative on the Fiber Broadband Completion Task Force for a term to expire February 1, 2022. Scott Hopkinson of 67 Indian Spring Road to be the PEG Access Advisory representative to the Fiber Broadband Completion Task Force for a term to expire February 1, 2022. David Hesel of 30 Concord Greene be the HOA representative on the Fiber Broadband Completion Task Force for a term to expire February 1, 2022. Mark Howell of 668 Annursnac Hill Road and Gail Hire of 54 Nancy Road to be the at large representatives on the Fiber Broadband Completion Task Force for terms to expire February 1, 2022.

Committee Appointments

Upon a motion duly made and seconded, it was UNANIMOUSLY

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VOTED: to appoint 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 Liaison Reports

Ms. Bates attended the White Pond Advisory Committee, where they heard a presentation from John Higgins regarding cyanobacteria removal technology. The committee also discussed their vision document for White Pond. The Commission on Disability met with Town Engineer Steve Dookran regarding complete streets on Commonwealth Avenue and crosswalk bump-outs. They also discussed parking issues at the library and the Umbrella.

Mr. Johnson attended the Light Board, where they discussed their recent financial audit. The Light Plant is reporting more expenses than revenue, and their fund balance has declined. The Light Plant plans to address this imbalance moving forward. There was also a discussion of nuclear power serving as a source for base load given the variability of renewable sources at this time. The Light Plant also discussed broadband and infrastructure investments to take it into the next decade. The Zoning Board of Appeals discussed the updated design for the 30b Commonwealth Avenue project, where two of the four units will be income restricted, and the utilities in all four units will be electric.

Ms. Escobedo attended the Planning Board, where they discussed West Concord design guidelines. The new Land Manager, Will Holden, discussed the tree preservation process. The Historical Commission heard from a consultant discussing development at the Wheeler-Harrington lot. There will be further public input on this process. There was also an initial discussion on changes to the demolition delay bylaw.

Mr. Dane attended the Board of Registrars, where they discussed the recently released census data. The new precinct map will be due by October 20th. The Board of Registrars will be attending a Select Board meeting around this time to discuss the census and redistricting. The Agriculture Committee continues to prepare for Ag Day on September 11th.

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Miscellaneous Correspondence

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

Public Comments

David Allen commented on the recently approved Fiber Broadband Completion Task Force.

Stephan Bader announced that the Friends of the Library book sale will occur on September 11.

Pamela Dritt of 13 Concord Greene expressed concern that sustainability issues and goals were not explicitly stated in the Town Manager's goals within the evaluation.

Adjourn to Executive Session, not to return to open session, for the purpose of discussing complaints about an employee and to consider what action to take, if any, pursuant to MGL, Chapter 30A, Section 21(a)(1)

Upon a motion duly made and seconded, it was UNANIMOUSLY

VOTED: to adjourn to Executive Session, not to return to open session, for the purpose of discussing complaints about an employee and to consider what action to take, if any, pursuant to MGL, Chapter 30A, Section 21(a)(1).

Roll call vote

Ms. Ackerman: Aye

Ms. Bates: Aye

Mr. Dane: Aye

Ms. Escobedo: Aye

Mr. Johnson: Aye

The Chair adjourned the open session at 9:03 PM.

Meeting Materials: <https://concordma.gov/DocumentCenter/View/31172/August-16-SB-Packet>

Minuteman Media Network Coverage: <https://www.youtube.com/watch?v=9PHqdJhX1Vk>

**TOWN OF CONCORD
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MINUTES
OCTOBER 18, 2021**

Pursuant to notice duly filed with the Town Clerk, the Concord Select Board convened in a meeting in the Town House meeting room at 22 Monument Square on October 18, 2021 at 6:30pm.

Present were Terri Ackerman, Chair; Matthew Johnson, Clerk; Henry Dane (joined at 6:45pm), Susan Bates and Linda Escobedo. Also present was Stephen Crane, Town Manager.

Call to Order

Roll call vote

Ms. Ackerman: Present
Mr. Johnson: Present
Ms. Escobedo: Present
Ms. Bates: Present

Consent Agenda

- Town Accountant Warrants: October 7, 2021; October 14, 2021
- One day special liquor license application for the sampling of wines and sale by the bottle/case for off-premises consumption: Terroir Wines LLC at 29 Walden Street on October 23, 2021 from 11:00am-4:00pm
- Gift Acceptance: Middlesex Savings Charitable Foundation c/o Mike Kuza gift totaling \$75,000.00 for support of emergency equipment
 - \$50,000.00 to the Police Department
 - \$25,000.00 to the Fire Department

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

Roll call vote

Mr. Johnson: Aye
Ms. Ackerman: Aye
Ms. Escobedo: Aye
Ms. Bates: Aye

Committee Nominations

Kathleen Fasser of 46 Arrowhead Road, Michele Cardinal of 95 Hubbard Street, Dan Schragger of 24 Mallard Drive, Laura Davis of 330 Garfield Road, Norman Abbott of 97 Mildred Circle, Phil Posner of 223 Laws Brook Road, and Nick Pappas of 1743 Monument Street to the Transportation Advisory Committee for terms to expire on April 30, 2024.

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Committee Appointments

Upon a motion duly made and seconded, it was UNANIMOUSLY

VOTED: to appoint Pam Rockwell of 1810 Main Street, Len Rappolli of 34 Everett Street, and Fred Seward of 158 Spencer Brook Road to the 2229 Main Street Advisory Committee for terms to expire April 30, 2024.

Roll call vote

Mr. Johnson: Aye

Ms. Ackerman: Aye

Ms. Escobedo: Aye

Ms. Bates: Aye

Mr. Dane: Aye

Town Manager Appointments with Select Board Approval

Upon a motion duly made and seconded, it was UNANIMOUSLY

VOTED: to appoint Yannis Tsitsas of 33 Brook Trail Road to the Board of Assessors for a term to expire April 30, 2024. Ed Nardi of 29 Academy Lane to be reappointed to the Natural Resources Commission for a term to expire April 30, 2024. Susan Livingston of 39 Wilson Road to be reappointed to the Board of Assessors for a term to expire on April 30, 2024.

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Focused Meeting: Volunteer Committees

Ms. Ackerman noted that the Select Board FY22 goals included the following:

- Provide guidance and resources for all Town volunteers serving on boards and committees to improve consistency and efficiency of public meetings and hearings. Restart annual training session for board/committee members on OML, ethics, and meeting management.
- Recruit new committee volunteers that reflect all segments of Concord's citizenry; revisit the Green Card assignment and appointment process as needed. Implement the committee volunteer process drafted in 2021. Ensure that all volunteers are acknowledged for their willingness to serve.
- Review/revise current committee structure; consider consolidation or elimination of existing committees and review APP10.

The Select Board convened this focused meeting to track progress on these goals and to create a plan to address the ones not yet achieved.

The following subjects were discussed:

1. What did we accomplish last year and what remains to be done?
 - Renaming "green card" to "volunteer card"
2. Supporting volunteers
 - a. Restart annual training session for board/committee members on OML, ethics, and meeting management.
 - b. Improve acknowledgement for applicants
 - c. Restart annual gathering to hand out certificates of appreciation for volunteers completing their service on our boards/committees
 - d. Recruit new committee volunteers that reflect all segments of Concord's citizenry
 - e. Create committee volunteer microsite?
3. Support from TMO
 - a. Provide quarterly reports to Appointing Officials of all current applicants and by request as needs come up throughout the year
 - b. Provide quarterly reports (and by request as needs come up throughout the year) to Appointing Officials listing all the current members on each Town board and committee, with the end date of the present term being served, and if eligible for re-appointment

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- c. Provide a web page, updated quarterly, showing all the volunteers on each Town board and committee, with the end date of the present term being served
 - d. Work with vendor or IT to improve the acknowledgement for applicants (per 2b above)
 - e. List committee vacancies on every regular SB meeting agenda? Or announce at every meeting?
4. Discuss potential changes to APP 10
- a. Discuss revising APP 10 so a volunteer can serve on 2 committees
 - b. Discuss revising APP 10 to allow for more than 2 terms for some/all committees
5. Role of the SB Liaison
- a. Attending many boards and committee meetings as a liaison each week deters residents from running for the Select Board, and it is not the main function of the position.
 - b. Liaison's main jobs: keep an eye on things, be a resource for Committee's questions, help fill vacancies, encourage non-selected candidates to apply for another committee, startup for new committees.
 - c. Liaisons don't have to go to every meeting. They can touch base with the committee chair and/or read the minutes
 - d. Develop liaison handbook?
6. Streamlining or Consolidating Committees
- a. What do other towns do? For example, Franklin has 27 committees
 - b. Set up a streamlined chart based on mission/goals
 - c. Recommendations from SMT
 - d. Possible warrant article resolution to rec SB decrease # committees from 65 to 50?

As a follow-up to this meeting, all board and committee chairs will be receiving an updated committee process spreadsheet. This will be reviewed at the upcoming Chair's Breakfast.

Adjourn to Executive Session: Pursuant to Massachusetts General Laws Chapter 30A, Section 21(a)(2), to conduct a strategy session in preparation for contract negotiations with non-union personnel (Town Manager).

Upon a motion duly made and seconded, it was UNANIMOUSLY

VOTED: to adjourn to Executive Session, not to return to open session, pursuant to Massachusetts General Laws Chapter 30A, Section 21(a)(2), to conduct a strategy session in preparation for contract negotiations with non-union personnel (Town Manager).

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The chair declared that an open session would have a detrimental effect on the negotiating position of the Town.

Roll call vote

Mr. Johnson: Aye

Ms. Ackerman: Aye

Ms. Escobedo: Aye

Ms. Bates: Aye

Mr. Dane: Aye

Minuteman Media Network Coverage: <https://www.youtube.com/watch?v=BnzSvOBjI5Y>

Meeting Materials: <https://www.concordma.gov/DocumentCenter/View/32638/October-18-SB-Packet>

**TOWN OF CONCORD
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SEPTEMBER 13, 2021**

Pursuant to notice duly filed with the Town Clerk, the Concord Select Board convened in a meeting via Zoom on September 13, 2021 at 6:30pm.

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

Call to Order

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

Roll call vote

Mr. Johnson: Present
Ms. Ackerman: Present
Ms. Escobedo: Present
Mr. Dane: Present

Committee Nominations

Carolyn Bottum of 1603 Main Street to the West Concord Junction Cultural District Committee for a term to expire April 30, 2024.

Committee Appointments

Upon a motion duly made and seconded, it was UNANIMOUSLY

VOTED: to appoint Richard Frese of 48 Walden Terrace, Beth Vanduzer of 4 Granite Post Road, Rosa Hallowell of 19 Sudbury Road, David Wood of 226 Lexington Road, and Matthew McGrath of 134 Belknap Street to the Civil War Monument Task Force for terms to expire at the completion of the project. Isabel Bailey of 121 Everett Street, Robert Elkind of 82 Shadyside Avenue, Janet Rothrock of 618 Annursnac Hill Road, and Christina Scherer of 97 Highland Street to the Pollinator Health Advisory Committee for terms set to expire April 30, 2024. Ruth Lauer of 100 Keyes Road and Claude Cicchetti of 994 Old Road to 9 Acre Corner to the Personnel Board Study Task Force for terms to expire May 31, 2023. Michael McDonald of 208 Wright Rd to the Comprehensive Sustainability and Energy Committee for a term to expire on April 30, 2024

Roll call vote

Mr. Johnson: Aye
Ms. Ackerman: Aye
Ms. Escobedo: Aye
Mr. Dane: Aye

Adjourn to Executive Session #1, not to return to open session, to consider the purchase,

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exchange, lease or value of real property on Old Marlborough Road, as the chair declares that an open meeting may have a detrimental effect on the negotiating position of the Town.

Upon a motion duly made and seconded, it was UNANIMOUSLY

VOTED: to adjourn to executive session, not to return to open session, to consider the purchase, exchange, lease or value of real property on Old Marlborough Road, as the chair declares that an open meeting may have a detrimental effect on the negotiating position of the Town.

Roll call vote

Mr. Johnson: Aye
Ms. Ackerman: Aye
Ms. Escobedo: Aye
Mr. Dane: Aye

Upon a motion duly made and seconded, it was UNANIMOUSLY

VOTED: to adjourn to executive session, not to return to open session, to discuss strategy with respect to litigation regarding Estabrook Road, as the chair declares that an open meeting may have a detrimental effect on the litigating position of the Town.

Roll call vote

Mr. Johnson: Aye
Ms. Ackerman: Aye
Ms. Escobedo: Aye
Mr. Dane: Aye

**TOWN OF CONCORD
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SEPTEMBER 20, 2021**

Pursuant to notice duly filed with the Town Clerk, the Concord Select Board convened in a meeting via Zoom on September 20, 2021 at 6:30pm.

Present were Terri Ackerman, Chair; Matthew Johnson, Clerk; Henry Dane (joined at 6:35pm), Susan Bates and Linda Escobedo. Also present was Stephen Crane, Town Manager.

Call to Order

Roll call vote

Mr. Johnson: Present

Ms. Ackerman: Present

Ms. Escobedo: Present

Ms. Bates: Present

The Middle School Building Committee and Finance Committee were also in attendance.

Committee Nominations

Paul Macone of 33 Grove Street, Bruce Button of 28 Fairhaven Road, and Anne Rarich of 315 College Road to the Personnel Study Task Force for terms to expire May 31, 2023.

Committee Appointments

Upon a motion duly made and seconded, it was UNANIMOUSLY

VOTED: to appoint Carolyn Bottum of 1603 Main Street to the West Concord Junction Cultural District Committee for a term to expire April 30, 2024.

Roll call vote

Mr. Johnson: Aye

Ms. Ackerman: Aye

Ms. Escobedo: Aye

Ms. Bates: Aye

Mr. Dane: Aye

Set dates for Special Town Meeting and Special Election for Middle School Building Project

The Middle School Building Committee recommends January 20, 2022 as the Special Town Meeting date, and February 2, 2022 for the Town Election. These dates were reviewed by the Town Moderator, Town Manager, and Town Clerk.

Mr. Dane stated that it was premature to set a date for the Special Town Meeting, citing the

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need for more knowledge about the bonding and funding amount for the school will be. Ms. Guariello explained that the costs will be known in November 2021. The schematic design will be completed in October, and the independent estimators will then take a few weeks to finalize the cost estimate. This will come in in November 2021, two months before the Special Town Meeting.

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

VOTED: move to set the date of Special Town Meeting to January 20, 2022 at 7:00pm to decide whether to authorize debt exclusion financing for the construction of the new middle school and any other matters properly submitted to the Special Town Meeting Warrant.

Roll call vote

Mr. Johnson: Aye
Ms. Ackerman: Aye
Ms. Escobedo: Aye
Ms. Bates: Aye
Mr. Dane: No

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

VOTED: move to set the date for the Special Town Election as February 2, 2022 to vote to authorize debt exclusion financing for the construction of the new middle school.

Roll call vote

Mr. Johnson: Aye
Ms. Ackerman: Aye
Ms. Escobedo: Aye
Ms. Bates: Aye
Mr. Dane: No

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Brainstorming possible revenue offsets to the Middle School Building Project

Ms. Ackerman explained that the purpose of this meeting is to provide voters with estimated financial information about the middle school building project, identify revenue and cost offsets, and have a brainstorming session on how to make the project as affordable as possible.

The following ideas for cost offsets were discussed:

- Increase use of stabilization funds
- Extend bond terms from 20 to 25 to 30 years
- Switch bond amortization schedule from level principal to level payments
- Capture cost efficiencies from combining schools through cross-funding
- Disposition of the Peabody property
- Monetize excess solar panel output and/or reduce school operating costs through reduced cost of solar
- Apply for grants to offset cost
- Expand public use and collection of fees in the new middle school
- Sell naming rights for facilities (buildings, rooms, sports fields)
- Seek CPC funds to preserve open space and/or develop recreational facilities
- Reduce capital spending elsewhere in town
- Utilize potential federal infrastructure funds (if pending infrastructure legislation passes)
- Seek Community Development Block Grants
- Seek private donations

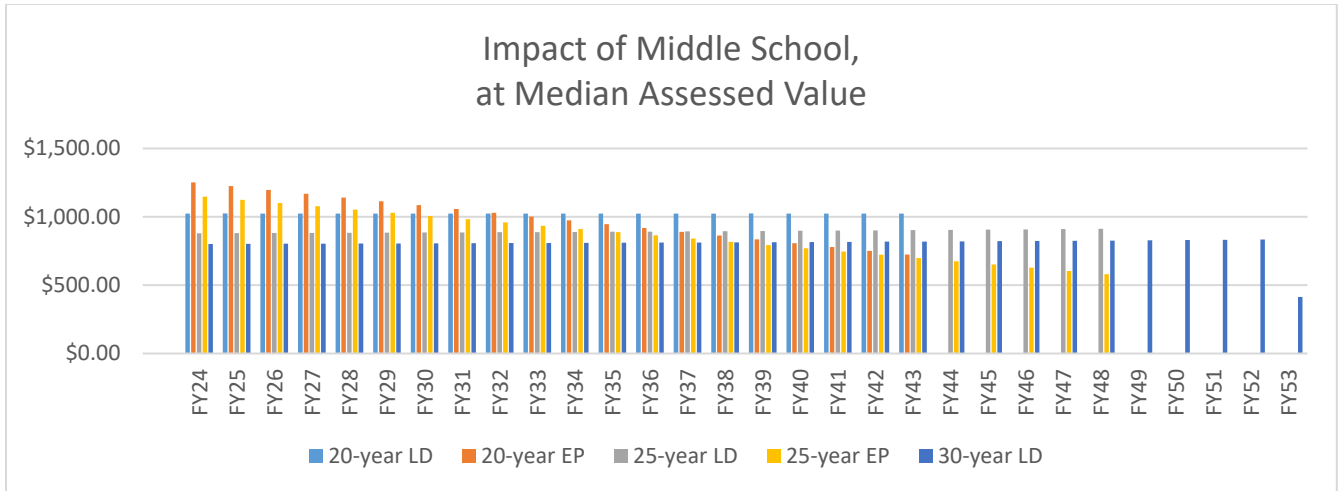
Chief Financial Officer Kerry Lafleur presented data behind some of the aforementioned potential revenue offsets.

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Total Valuation		6670507650																		
Median Value		928100																		
Base Assumption		7360000																		
	Assumptions:	Estimated Annual Savings	Impact at Median 1024.032406	who/ owner	timeframe	Scenario A 1024.0324	Scenario B 1024.0324	Scenario C 1024.0324												
Financing Assumptions	1 20-year; level debt; 3% coupon rate	-640000	-89.0462962	Select Board; Treasurer		-89.046296	0	0												
	2 25-year; level debt; 4% coupon rate	-1040000	-144.700231	Select Board; Treasurer		0	-144.70023	0												
	3 30-year level debt; 4% coupon rate	-1600000	-222.61574	Select Board; Treasurer		0	0	-222.61574												
	4 Residential Exemption			Select Board; Henry Dane to follow up	annual vote occurs at Classification Hearing															
Cost Savings Assumptions	A Increase use of Stabilization Fund; \$2M balance allocated over 5 years. FinCom look at additional deposits to fund	-400000	-55.6539351	Finance Committee	January Special Town Meeting	-55.653935	-55.653935	-55.653935												
	B Capture cost efficiencies from building consolidation (staff, utilities); does not include solar	-548000	-76.2458911	SC/ Superintendent; FinCom; CFO		-76.245891	-76.245891	-76.245891												
	C Sale of Peabody school (\$5M est.) allocated over 5 years; New Growth generated from subsequent residential	-1000000	-139.134838	Town Manager	long-term	0	0	0												
	D Solar PV, rooftop array provides utility savings (operational); not part of MS Building Committee charge	0	0	School Committee; CMLP	January Special Town Meeting	0	0	0												
	E Grants for sustainability	0	0	Sustainability Director		0	0	0												
	F Peabody Field	0	0			0	0	0												
	G Rental income/ User Fees from use of new building	0	0	Superintendent; School Committee	January Special Town Meeting	0	0	0												
	H Sell naming rights on building, rooms and/ or sports fields; gifts, donations (Concord Ed Fund)	0	0	School Committee	open; on-going	0	0	0												
	I Direct annual CPC revenue to offset costs, either Open Space or Recreation	0	0	Dee Ortnier	January Special Town Meeting	0	0	0												
	J Use of ARPA (American Rescue Plan Act) Funds	0	0	Town Manager; CFO; Superintendent; Asst.	October	0	0	0												
	K Other federal infrastructure grants	0	0	Town Manager; CFO;	December	0	0	0												
	L CDBG grants	0	0	Town Manager; CFO;	December	0	0	0												
	M Operational savings from other budget cost centers	0	0	Finance Committee	January	0	0	0												
	N What have other towns done?	0	0			0	0	0												
				net estimated annual impact:	1024.032406	803.08628	747.43235	669.51684												
				Estimated Savings:		-220.94612	-276.60006	-354.51557												

	A	B	C	D	E	F	G	H	I
1						POTENTIAL OFFSETS to MIDDLE SCHOOL BUILDING PROJECT			
2				Total Cost	\$100,000,000	Annual Median	\$1,024.00		
3		Offset	Realistic?	Worth Doing?	Potential 1st Year Savings	Realized 1st Year Savings	1st Year Savings: Median house	Who will do	When completed
4									
5	1	Solar Panels	Yes	Yes	\$ 500,000	\$ 500,000	\$ 69.57		
6									
7	2	Bond for 30 Years (equal payments)	Yes	No	\$ 1,600,000	\$ -	\$ 222.62		
8									
9	2a	Bond for 25 Years (equal payments)	Yes	Yes	\$ 1,040,000	\$ 1,040,000	\$ 144.70		
10									
11	3	Sell Peabody (\$5,000,000)	Yes	Yes	\$ 250,000	\$ 250,000	\$ 34.78		
12									
13	4	School Consolidation Operational Savings			\$ 500,000	\$ 500,000	\$ 69.57		
14									
15	5	Stabilization Fund, Peak Year Offset			\$ 400,000	\$ 400,000	\$ 55.65		
16		Total			\$ 4,290,000	\$ 2,690,000			
17									
18		25-year bond; Stabilization Fund; Solar Panel; Sell Peabody					\$ 304.71	\$ 719.29	
19		30-year bond; Stabilization Fund; Sell Peabody					\$ 313.05	\$ 710.95	
20									
21		Net Cost			\$96,110,000	\$97,310,000	\$ 1,024.00		

**TOWN OF CONCORD
SELECT BOARD
MINUTES
SEPTEMBER 20, 2021**



Members of the Select Board, Middle School Building Committee, and Finance Committee reviewed the data that Ms. Lafleur presented on the potential revenue offsets.

Adjourn

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

Roll call vote

- Mr. Johnson: Aye
- Ms. Ackerman: Aye
- Ms. Escobedo: Aye
- Ms. Bates: Aye
- Mr. Dane: Aye

Minuteman Media Network Coverage: https://www.youtube.com/watch?v=Vkl3_Naw3DQ

Meeting Materials: <https://www.concordma.gov/DocumentCenter/View/32284/September-20-SB-Packet>



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 22, 2021

Re: Town Manager Report

COVID Dashboard (as of 11/10/2021)

												Total	NEW IN LAST 7 DAYS
Ages	0-5	6-11	12-15	16-20	21-30	31-40	41-50	51-60	61-70	71-80	80+		
CONCORD +COVID Cases	9	31	6	16	26	18	29	24	23	15	18	215	
Vaccinated	0	0	6	12	17	11	26	22	18	11	13	136	
New this week					3			1	2				6

The Concord and Carlisle Health departments, in conjunction with the Concord and Carlisle Public Schools and the MDPH Mobile Vaccine Clinic, vaccinated 716 Concord and Carlisle children ages 5-11 for COVID-19 on November 10. A second clinic was held November 17 that likely vaccinated another 650+ children. Second dose clinics are scheduled for Dec. 1 and 13, so that all children will be fully vaccinated before the school December holiday break. Clinic capacity was large enough that every Concord family who wanted their child vaccinated had access to a clinic appointment; as a result, the entire school population of 5–11-year-olds were vaccinated at these clinics. The clinics were supported by the Concord Police and Fire Departments who provided traffic control, site safety and emergency medical response for these clinics.

DEI Resource

The Federal Reserve Bank of Boston (FRBB), Metropolitan Area Planning Council (MAPC), and Government Alliance on Race and Equity (GARE) / Race Forward partnered in 2020 to pilot an innovative racial equity training and action planning program in Greater Boston to help municipalities do this work. Below are the program goals as well as a link to the project website.

1. Develop shared understanding of municipal government's role in contributing to racial inequities and its responsibility to advance racial equity; develop a shared racial equity analysis framework, including definitions of key concepts and terminology; learn how to utilize GARE's Racial Equity Toolkit.
2. Advance understanding of underlying racial inequities in our society; surface key issues in each community; develop goals and objectives to address those issues; tackle those issues as a Municipal Team.
3. Develop baseline indicators to measure progress; share lessons among participating communities; learn from each other's work.
4. Each municipality will use GARE's Racial Equity Toolkit to draft an action plan, complete with priorities and timeline. These plans could include making regulatory changes, funding programs, policy shifts, changes in leadership diversity, or improved messaging.
5. Seek input and recommendations on the municipal action plan, with an emphasis on input from individuals and communities of color; partner with other institutions in the community, especially grassroots and "grasstops" leaders to advance the plan; develop a communication strategy to educate the public and key leaders on key elements of the plan.
6. Advocate for implementation of the municipal action plan by engaging with local elected and appointed officials, private sector institutions and businesses, community and faith-based organizations, and others.
7. Assess progress using baseline indicators developed earlier in the program and adapt strategies as needed.
8. Share results and learnings across participating municipalities and beyond.

<https://www.mapc.org/resource-library/remap/>

CPW



The Anursnac Hill Reservoir renovation has been ongoing for several months. The Contractor ('DN Tank') poured the concrete floor in mid-October, and completed the metal-work of the rehabilitation from mid-to early November. While the Contractor's work is substantially complete, a problem with a pre-existing piece of equipment, the tank's water mixer, has emerged. Replacement of the mixer was not a part of the project's scope so CPW is pursuing replacement of the mixer, which may prevent Annursnac Reservoir going back online soon. The overall project costs to date are about \$250,000.

CPD

The Central Middlesex Police Partnership (CMPP) was just awarded \$180,000 which will help with funding the current clinician as well as add another which will assist with the co-response to community members in crisis.

CMPP was formed in 2016 out of a desire by the Police Departments of Acton, Bedford, Concord, Carlisle, Lincoln, Lexington, Stow, Maynard, and Hanscom Air Force Base to address growing concerns around substance abuse in their communities. CMPP aims to address opioid and other substance abuse issues through targeted and ongoing substance use prevention, intervention, and education programming.

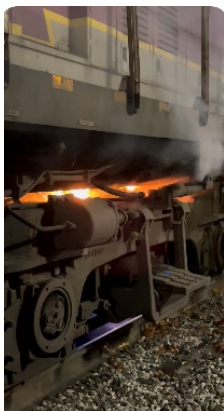
CMPP grew from the existing Jail Diversion Program (JDP), a unique partnership between these Police Departments, the Department of Mental Health, and Eliot Community Human Services, and grew to include the Domestic Violence Services Network and Concord District Court as community partners. The Jail Diversion Clinician works to address the mental health and substance use needs of people coming into contact with law enforcement through crisis intervention and referrals to services, and is a key component of CMPP.

Goals of CMPP:

- Reduce the number of opiate overdoses and substance misuse in our communities
- Collaborate with local stakeholders to provide and supplement ongoing community and school substance use and mental health programming
- Expand access to addiction and mental health treatment options and resources
- Reduce stigma associated with mental health and addiction

CMPP is a member of PAARI, the Police Assisted Addiction and Recovery Initiative, which supports Police Departments working to take action against addiction.

CFD



The Fire Department responded to 109 calls for service between Monday 11/8/21 and Sunday 11/5/21. Included was an incident involving a locomotive fire at the West Concord train station. When the first apparatus arrived they found fire showing from the undercarriage of the locomotive. After Engine 4's Lieutenant confirmed that train was in a "safe" condition, brakes set, electrical power disconnected, and train traffic on the other track was stopped, a handline was deployed to extinguish the fire. The fire was caused by a buildup of leaves that the train had been accumulating as it travelled.

Over the past several weeks Fire Prevention has been conducting annual "304" inspections with the Building Department. These are required annual inspections of establishments that serve alcohol. Also, Fire Prevention has been working closely with the Building and School Departments to facilitate the opening of the modular classrooms.

The department is currently working with all elder care facilities in town to review and update their emergency evacuation plans. The lessons learned from the Bear Mountain Nursing Home

evacuation in Sudbury recently present an opportunity to help our facilities refine their plans. At Bear Mountain, Concord personnel assisted with relocating 81 residents to other facilities throughout the State. A plan known as “Statewide Mobilization” which is facilitated by MEMA was activated to accomplish this evacuation.

CFD will be working with Emerson Hospitals Emergency Manager over the next couple of weeks to review their emergency and evacuation plans as well. We are going to be doing this along with staff from the Bedford Fire Department and participating with them in a similar venture at the Veterans Administration Hospital. While the campuses are different, the hospitals have similar concerns that we should all be able to learn from one another.

The town’s updated Comprehensive Emergency Management plan was submitted to, and accepted by, MEMA. The plan was the product of CFD Staff working with and intern from the Massachusetts Maritime Academy, Emily Dudek. Emily met with staff from many departments to get input in their area of expertise, and the final plan was reviewed by the senior management team.

DPLM

The CPC will be holding their Public Hearing on twelve applications requesting funding on November 30th at 7:00pm via Zoom.

The Bruce Freeman Rail Trail Advisory Committee (BFRTAC) held a site walk on Tuesday, November 16th which was well attended and videotaped by a MMN videographer for future viewing. The purpose of the site walk was to see the extent of the State-owned and the Town-owned parcels of land that make up Junction Park as well as walk the current path of the rail trail to gain an initial understanding of the site, ask questions, make observations and prepare for discussions that will begin at the next meetings of the BFRTAC. Special thanks due to CPW Engineering staff for locating/staking the two parcels.

The Concord Visitor Center will cease its 7-days/week operations on Saturday November 27th. The Visitor Center will be open and staffed on December weekends and December 27-31 10am to 4pm and will offer a family walking tour daily during the week of December 27-31 at 10am. The Visitor Center will have extended hours during the Town Tree Lighting event on December 5th, during which time VC staff will be giving away a Concord Magnet.



OLD NORTH BRIDGE

TOWN OF CONCORD

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

October 13, 2021

The Honorable Michael J. Barrett
State House
24 Beacon Street
Room 109-D
Boston, MA 02133

Dear Senator Barrett,

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 8th or November 22nd. 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 8th or November 22nd 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



Board of Assessors FY2022 Classification Meeting with the Select Board

November 22, 2021



Outline

- **Tax Classification for FY2022**
- **Recertification**
- **New Growth**
- **Total Taxable Value**
- **Tax Levy Calculation**
- **Tax Rate Calculation**
- **Classification Issues**
 - Residential Factor
 - Open Space Discount
 - Residential Exemption
 - Small Commercial Exemption
- **Summary & Senior Means Tested Exemption**



Tax Classification for FY2022

Report of the
Concord Board of Assessors

Thomas Matthews, Chair
Susan Livingston
Brendan Kemeza
Mera Tilley

To
Concord Select Board

For Public Hearing
November 22, 2021

- **Report distributed to the Select Board members**
- **Details:**
 - Assessed Values
 - Tax Levy
 - Tax Rate
 - BOA recommendations on classification



This is Not A Re-Certification Year

- **DOR requires recertification every 5 Years**
 - **Fiscal 2022 is an Interim year**
 - **Next Recertification year FY 2023**
 - **Interim year similar process for Town as a Recertification year**
 - **Review of values and growth by DOR**

Status

- **FY2022 Values Approved**
- **FY2022 Growth Approved**
- **Expect tax bills to go out with the approved rate and on time**



New Growth

- **Period: July 1, 2020 to June 30, 2021**
- **Residential: \$54,574,245 (Value) @ \$14.72/1,000 = \$803,333(Taxes)**
 - \$681,460 – Standard growth (New SFD, Additions)
 - \$71,550 – Condominiums (Sweet Birch, Renovations)
 - \$ 9,574 - Two and Three-Family's, Apartments
 - \$ 40,749 - Land and Mixed use
- **Commercial: \$1,777,497 @ \$14.72/1000 or \$26,165**
Industrial: \$ 0 @ \$14.72/1000 or \$0
Personal Property: \$9,604,980 @ \$14.72/1000 or \$141,385
- **Fiscal 2022 Total Growth: \$65,956,722 @ \$14.72/1000 or \$970,883**



Total Taxable Value

Class	FY2021 Valuation	FY2022 Valuation	Change	% Change
Residential	\$6,127,758,265	\$6,273,795,195	\$146,036,930	2.3%
Commercial/ Industrial/ P. Property	\$542,749,385	\$553,086,539	\$10,337,154	1.9%
Total	\$6,670,507,650	\$6,826,881,734	\$156,374,084	2.3%



Tax Levy Calculation

Item	2021	2022
Levy Limit	\$ 92,281,116	\$ 95,545,971
Amended growth	\$ 0.00	\$ 0.00
Add...2 ½ allowed increase	\$ 2,307,028	\$ 2,388,649
Add...New growth	\$ 957,827	\$ 970,883
Total before any debt exclusion and override	\$ 95,545,971	\$ 98,905,503
Add...Debt exclusion	\$ 7,034,743	\$ 6,869,345
Add...Any override	0	
Maximum permitted levy	\$102,580,714	\$105,774,848
Property tax levy	\$ 98,128,300	\$100,764,774
Unused levy limit	\$4,452,414*	\$5,010,074*

* Unused levy limit used in fiscal planning for future



Tax Rate Calculation

Recommended FY2022 Tax
Rate is \$14.76/\$1,000

$$\frac{\text{FY2022 Property Tax Levy}}{\text{Town Taxable Valuation}} = \frac{\$100,764,774}{\$6,826,881,734} = 0.01476$$

or

\$14.76 per thousand dollars of assessed value

	FY21	FY22
Average Assessed Value 101-Single Family:	\$1,101,800	\$1,125,400
Median Assessed Value 101-Single Family:	\$928,100	\$971,200
Average Assessed Value 102-Condominium:	\$560,500	\$587,400
Median Assessed Value 102-Condominium:	\$485,600	\$488,600



Classification Issue – Residential Factor

- **Setting residential factor at 1 provides uniform tax rate for all classes (Residential, Open space (R/O), Commercial, Industrial and Personal property (C/I/P))**
- **Setting residential factor other than 1 results in differential tax rate between the “R/O” group and the “C/I/P” group**
- **92% of Concord revenue comes from Residential, a slight reduction (savings) in the “R/O” group would put a large increase (burden) on the “C/I/P” group**
- **Concord has used a uniform rate since FY1998**

Recommendation:

The Board of Assessors supports a single tax rate for all classes, achieved by the adoption of a residential factor of 1.000.



Classification Issue – Open Space Discount

- There are no parcels currently classified as open space
- Most large landowners participate in chapter land discounts under 61, 61A and 61B resulting in more savings than if they were designated as “Open Space”
- Under Chapter the discount ranges from 75% to 98%
- The open space discount has a maximum discount of 25%

Recommendation:

The Board of Assessors recommends that the Select Board not adopt an open space discount.



Classification Issue – Residential Exemption

- **“Exemption” is a misnomer since it is actually a tax SHIFT among residential properties.**
- **Difficult to implement since most homes are owner occupied**
- **Difficult to implement since there are minimal apartment buildings to shift the taxes on to.**
- **Only 13 out of 351 communities in Massachusetts have adopted the exemption (9 inner city, 3 Cape, 1 south coast)**

Recommendation:

The Board of Assessors does not support adoption of a residential exemption.



Classification Issue – Small Commercial Exemption

- **The intent of the exemption is to give a tax reduction to small commercial property owners at the expense of the larger commercial and industrial parcels**
- **The question of fairness arises since the legislation is based upon the assumption that the owners of higher valued properties are financially healthier than the owners of properties with lower values**

Recommendation:

The Board of Assessors does not support adoption of the small commercial exemption.



Summary

- **The Board of Assessors recommendation is to have a single Tax Rate by adopting a Minimum Residential Factor of 1.000**
- **The Board of Assessors does not recommend adoption of the**
 - **Open Space Discount**
 - **Residential Exemption**
 - **Small Business Exemption**

***Senior Means Tested Exemption: Town is still funding this from Town Meeting appropriation due to the timing of legislation.**

From: Christine Reynolds <fincomcr@gmail.com>
Sent: Tuesday, November 16, 2021 8:03 PM
To: Terri Ackerman <tackerman@concordma.gov>
Subject: Fwd: Fin Com meeting of 11/4/21

Hi Terri,

As I noted in my letter dated November 8th, at FinCom's Dec 4th meeting re the Long Term Capital plan, we discussed actions which could be taken to increase the Middle School debt stabilization fund. These actions included:

- requesting the Board of Assessors to consider releasing a portion of the Town's Overlay Surplus which currently stands at approx. \$3 million.
- requesting the Town Manager to redirect annual Overlay additions from the Operating budget to the Debt Stabilization fund in FY '23, '24, and '25. Recent Overlay additions have averaged \$500,000/year.

My understanding is such requests should be made by the Select Board and I forward them to you for the Select Board's consideration.

The email below was sent to Tom Matthews, Chair of the Board of Assessor's, to let him know that FinCom was requesting the Select Board take a look at Overlay Surplus as a way of funding Debt Stabilization.

Thanks
Chris

----- Forwarded message -----

From: **Christine Reynolds** <fincomcr@gmail.com>
Date: Fri, Nov 5, 2021 at 4:26 PM
Subject: Fin Com meeting of 11/4/21
To: <tom@tomandjoanneteam.com>

Hi Tom,

I'm Chair of the Concord Finance Committee.

Wanted to let you know that at our meeting last night we discussed options for reducing the impact of the new middle school on the property tax bill.

One recommendation involved the use of Overlay surplus to increase the town's debt stabilization reserve. I understand the Board of Assessor's would need to consider and approve such a request.

Next week FinCom will send our recommendations to the Select Board for their consideration, including the Overlay surplus idea, among others.

Let me know if you have any questions.

Thanks
Chris

CONCORD POLICE DEPARTMENT

MEMORANDUM

TO: Select Board

FROM: Joseph F. O'Connor, Chief of Police

DATE: November 17, 2021

SUBJECT: *LICENSE TRANSFER: JMMS LIQUORS, INC. d/b/a WALDEN LIQUORS TO SUNNY SIDE ENTERPRISES, INC. d/b/a WALDEN LIQUORS*

Select Board:

The following memo is submitted following your request for the Police Department to investigate the license transfer of JMMS Liquors, Inc. d/b/a Walden Liquors to Sunny Side Enterprises, Inc. d/b/a Walden Liquors. Detective Keith Harrington the Department's Licensing Officer was assigned the investigation.

Sunny Side Enterprises, Inc. d/b/a/ Walden Liquors has provided the Town of Concord with all the necessary paperwork for the application process.

The investigation revealed no information that would prohibit the proposed Manger of Record Krishna R. Khatri or the Alternate Managers of Record Umesh Paneru and Susheel Paudel from holding the positions. (Note all three names appear below in other positions.)

Checks of the Corporate Officers for Sunny Side Enterprises, Inc., identified as Umesh Paneru (President), Susheel Paudel (Treasurer), Ramesh Ghimire (Secretary), and Sanjay Ray (Director) did not reveal any information which would prohibit them from the positions.

Sunny Side Enterprises, Inc. also provided documentation for seven Corporate Officers: Anania Adhikari (Director), Krishna Khatri (Director), Umesh Paneru (Director), Manoj Rimal (Director), Yadav Lamichhane (Director), Prakash B. Simkhada (Director), and Susheel Paudel (Director). The investigation did not provide any adverse information which would prohibit any of them from the Director positions.

Sunny Side Enterprises, Inc. are the principal owners of two additional establishments, identified as City Market in Cambridge, MA and Tremont Market in Boston, MA. These licenses are held under the corporate name of Ka & Si Enterprises. The Principal Owners, Shareholders, and Directors are the same as Sunny Side Enterprises, Inc. The cities of Boston and Cambridge licensing officials stated that there have been no reported violations at either location.

The Massachusetts Secretary of State's Corporations Division has sunny Side Enterprises, Inc. as a domestic corporation in "good standing." The financials also appear in good standing.

In sum, the Police Department's investigation has not revealed any information that would prohibit the transfer. Please feel free to contact me if you need further information.

Respectfully,

A handwritten signature in blue ink, appearing to read "J. O'Connor", is written over the typed name.

Joseph F. O'Connor
Chief of Police

cc: Stephen J. Crane, Town Manager
Jeremy Romanul, Senior Administrative Assistant

LEVIN AND LEVIN, LLP
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QUINCY, MASSACHUSETTS 02169
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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

November 18, 2021

VIA E-MAIL

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. Revised 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. Amendment to Purchase and Sale Agreement
7. Proof of citizenship of proposed manager
8. Vote of the Corporate Board
9. Pledge of Alcoholic Beverage License Agreement
10. Lease with revised Guaranty and floor plan
11. Payment receipt for \$200 fee processed online
12. DOR Certificate of Good Standing and/or Tax Compliance (seller)
13. Certificate of Good Standing (MA Sec. of State) (seller)
14. DUA Certificate of Compliance (seller)
15. 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

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	JMMS Liquors, Inc.	By what means is the license being transferred?	Purchase
------------------------	--------------------	---	----------

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

Name of Principal	Title/Position	Percentage of Ownership
Jose Silva	President	
Sabrina Silva	Treasurer	
Mary Silva	Secretary	
Mary Silva	Director	
Jose Silva	Director	

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
Umesh Paneru	84 Cedar St., Norwood, MA 02062		

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
President	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
Susheel Paudel	8 Tresa Circle, Arlington, MA 02474		

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Treasurer	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
Ramesh Ghimire	25 Wheeler St., Unit 315, Cambridge, MA 02138		

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Secretary	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
Sanjay Ray	150 Cambridge St., Apt. 311, Cambridge, MA 02141		

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

APPLICATION FOR A TRANSFER OF LICENSE

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

Name of Principal	Residential Address	SSN	DOB
Prabhu Dhungel	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
Ananta Adhikari	4 Lincoln Place, Natick, MA 01760	[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
Krishna R. Khatri	84 Renwick Road, Apt. B, Wakefield, MA 01880	[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

Corporation

Date of Incorporation

04/30/2018

State of Incorporation

Massachusetts

Is the Corporation publicly traded?

Yes

No

8. OCCUPANCY OF PREMISES

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

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

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name

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:

Benjamin Levin

Phone:

617-471-5700

Title:

Partner

Email:

b.levin@levinandlevin.com

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)	\$150,00. Inventory
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.	\$105,000.00
Leader Bank, N.A.	\$420,000.00
Total:	\$420,000.00

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.	\$420,000.00	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.

\$420,000.00 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

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

13C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 13A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

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

Name	License Type	License Name	Municipality

13D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 13A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

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

Licensee Name	License Type	Municipality	Date(s) of Agreement

13E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question section 13B, 13C, 13D ever been suspended, revoked or cancelled?

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

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

13F. TERMS OF AGREEMENT

- a. Does the agreement provide for termination by the licensee? Yes No
- b. Will the licensee retain control of the business finances? Yes No
- c. Does the management entity handle the payroll for the business? Yes No

d. Management Term Begin Date e. Management Term End Date

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

- \$ per month/year (indicate amount)
- % of alcohol sales (indicate percentage)
- % of overall sales (indicate percentage)
- other (please explain)

ABCC Licensee Officer/LLC Manager

Signature:
 Title:
 Date:

Management Agreement Entity Officer/LLC Manager

Signature:
 Title:
 Date:

ADDITIONAL INFORMATION

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

The proposed Manager of this location, Krishna Khatri, has extensive experience operating similar businesses successfully. These locations are located in Cambridge and Boston respectively, are under the ownership and operation of the same individuals who serve as the principals, share holders and directors of the applicant and have been managed by Mr. Khatri since 2016 and 2018 respectively. Mr. Khatri is TIPS certified (certification attached) and maintains these establishments with the highest degree of professionalism. These two additional establishments which are also managed by Mr. Khatri are City Market, which is located at 1695 Massachusetts Ave, Cambridge, MA 02138 and Tremont Market, located at 748 Tremont St, Boston, MA 02118. The alternate Managers for this location are Umesh Paneru and Susheel Paudel.

Certificate of Completion

This Certificate of Completion of

eTIPS Off Premise 3.0

For coursework completed on July 15, 2020
provided by Health Communications, Inc.
is hereby granted to:

Krishna Khatri

Certification to be sent to:

**Ka & Si Enterprise Inc., City Market
1695 Massachusetts Ave
Cambridge MA, 02138-1842 USA**

H&S

HEALTH COMMUNICATIONS INC.



APPLICANT'S STATEMENT

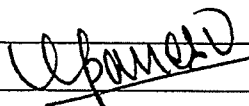
I, Umesh Paneru the: sole proprietor; partner; corporate principal; LLC/LLP manager
Authorized Signatory

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

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

Sunny Side Enterprises, Inc.

NA

Name of Principal: **Manoj Rimal** Residential Address: 398 Rindge Avenue, Unit 1, Cambridge, MA 02140 SSN: [REDACTED] DOB: [REDACTED]

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: [REDACTED] DOB: [REDACTED]

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: [REDACTED] DOB: [REDACTED]

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: [REDACTED] Residential Address: [REDACTED] SSN: [REDACTED] DOB: [REDACTED]

Title and or Position: [REDACTED] Percentage of Ownership: [REDACTED] Director/ LLC Manager: Yes No US Citizen: Yes No MA Resident: Yes No

Name of Principal: [REDACTED] Residential Address: [REDACTED] SSN: [REDACTED] DOB: [REDACTED]

Title and or Position: [REDACTED] Percentage of Ownership: [REDACTED] Director/ LLC Manager: Yes No US Citizen: Yes No MA Resident: Yes No

Name of Principal: [REDACTED] Residential Address: [REDACTED] SSN: [REDACTED] DOB: [REDACTED]

Title and or Position: [REDACTED] Percentage of Ownership: [REDACTED] Director/ LLC Manager: Yes No US Citizen: Yes No MA Resident: Yes No

Name of Principal: [REDACTED] Residential Address: [REDACTED] SSN: [REDACTED] DOB: [REDACTED]

Title and or Position: [REDACTED] Percentage of Ownership: [REDACTED] Director/ LLC Manager: Yes No US Citizen: Yes No MA Resident: Yes No

CRIMINAL HISTORY

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

Yes No



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

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
 MONETARY TRANSMITTAL FORM

APPLICATION FOR A TRANSFER OF LICENSE

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

ECRT CODE: RETA

Please make \$200.00 payment here: ABCC PAYMENT WEBSITE

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN

STATE

ZIP CODE

For the following transactions (Check all that apply):

- | | | | |
|--|---|---|---|
| <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/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | | <input type="checkbox"/> Other <input type="text"/> | <input type="checkbox"/> Change of DBA |

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

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

Corporations Division

Business Entity Summary

ID Number: 001325411

[Request certificate](#)

[New search](#)

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

The exact name of the Domestic Profit Corporation: SUNNY SIDE ENTERPRISES, INC.		
Entity type: Domestic Profit Corporation		
Identification Number: 001325411		
Date of Organization in Massachusetts: 04-30-2018		
Last date certain:		
Current Fiscal Month/Day: 12/31		Previous Fiscal Month/Day: 12/31
The location of the Principal Office:		
Address: 748 TREMONT ST, #1		
City or town, State, Zip code, BOSTON, MA 02118 USA		
Country:		
The name and address of the Registered Agent:		
Name: SUSHEEL PAUDEL		
Address: 8 TERESA CIRCLE		
City or town, State, Zip code, ARLINGTON, MA 02474 USA		
Country:		
The Officers and Directors of the Corporation:		
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 Certificate 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

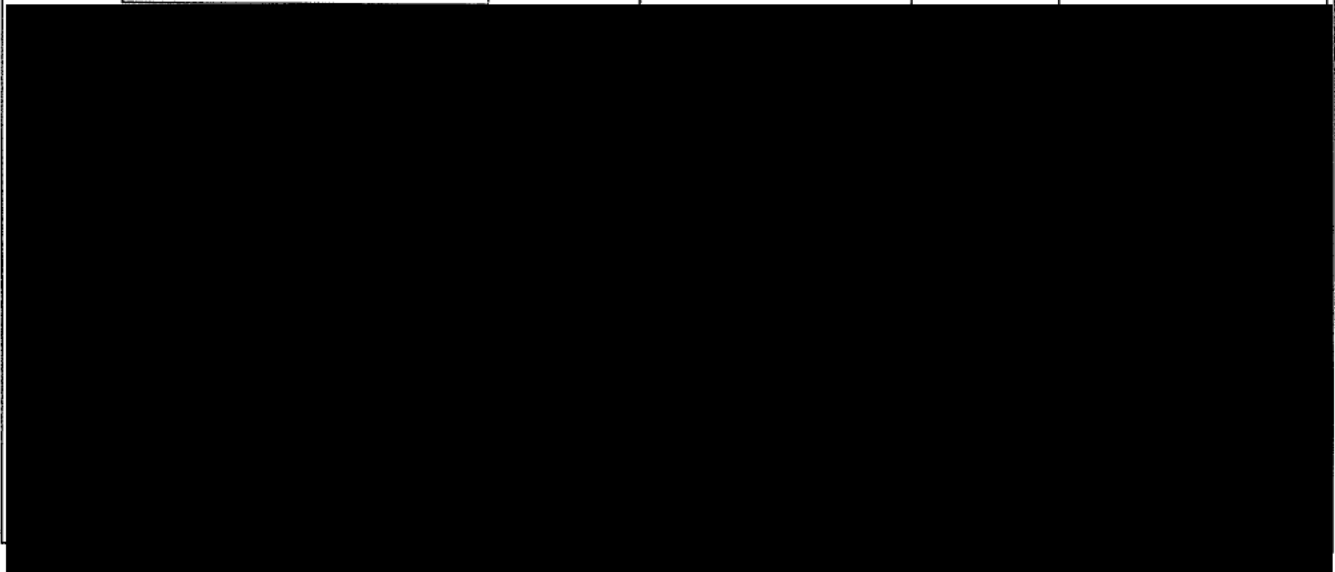
The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, 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
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APPLICANT INFORMATION

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

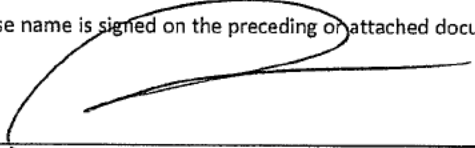


PRINT AND SIGN

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

NOTARY INFORMATION

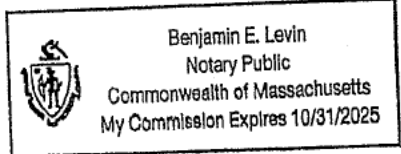
On this 9/13/21 before me, the undersigned notary public, personally appeared Ananta Rai Adhikari
(name of document signer), proved to me through satisfactory evidence of identification, which were driver's license
to be the person whose name is signed on the preceding or attached document, and acknowledged 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 DCJ Identity Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJ. 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

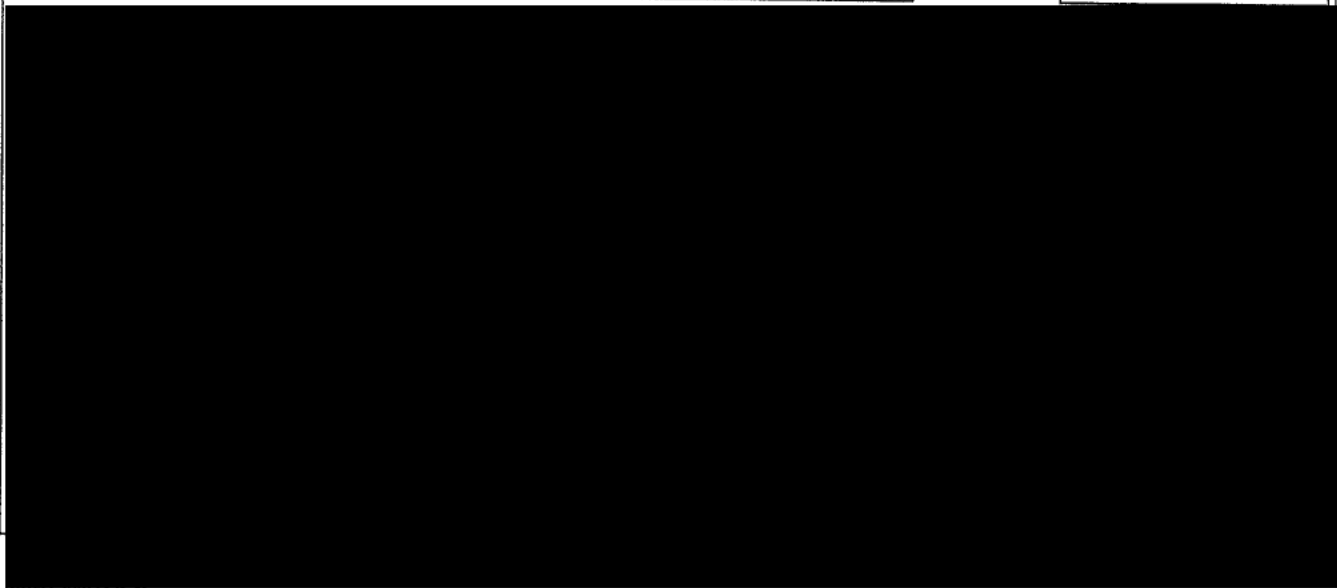
The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, 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 LICENSES)</small>	LICENSEE NAME: Sunny Side Enterprises, Inc	CITY/TOWN: Cambridge
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APPLICANT INFORMATION

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



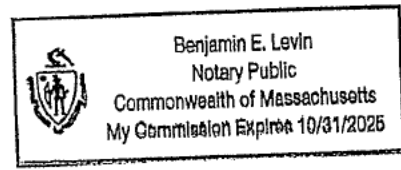
PRINT AND SIGN

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 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

DEBORAH B. GOLDBERG
 TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
 CHAIRMAN

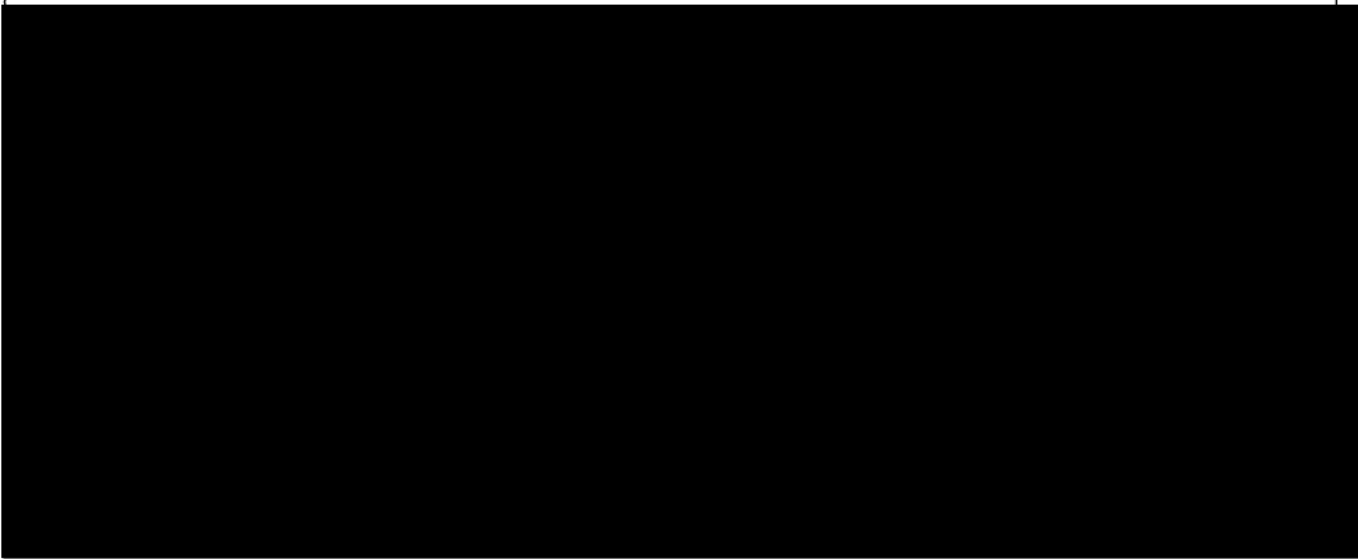
The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, 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:
---------------------------	-------------------------------

NOTARY INFORMATION

On this 9/3/11 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 DCJ Identity Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJ. 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.

Benjamin E. Levin
 Notary Public
 Commonwealth of Massachusetts
 My Commission Expires 10/31/2025



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

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

PRINTED NAME: Prabhu N. Dhungel	APPLICANT/EMPLOYEE SIGNATURE:
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NOTARY INFORMATION

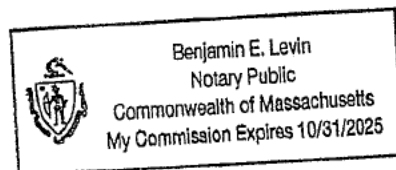
On this 9/13/20 before me, the undersigned notary public, personally appeared Prabhu N. Dhungel
(name of document signer), proved to me through satisfactory evidence of identification, which were driver's license
to be the person whose name is signed on the preceding or attached document, and acknowledged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

Benjamin E. Levin
NOTARY

DIVISION USE ONLY

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

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 Boston, MA 02114

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 TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
 CHAIRMAN

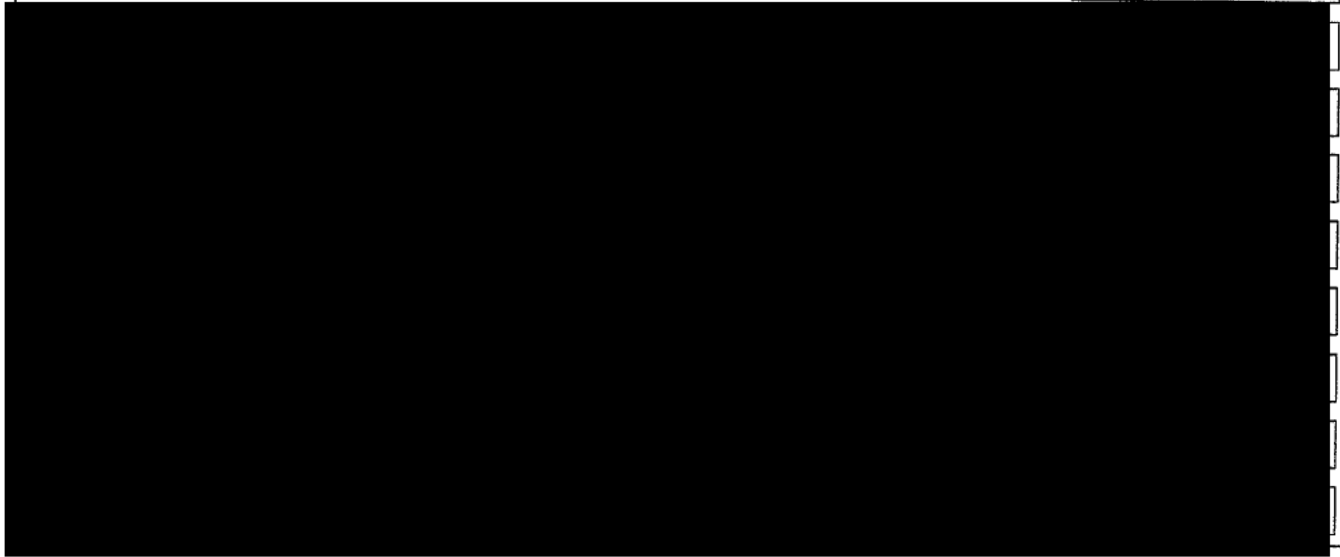
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ABCC LICENSE INFORMATION

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

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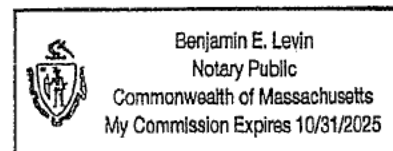
PRINT AND SIGN

PRINTED NAME: Prakash Simkhada	APPLICANT/EMPLOYEE SIGNATURE:
--------------------------------	-------------------------------

NOTARY INFORMATION

On this 9/13/2021 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>

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DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

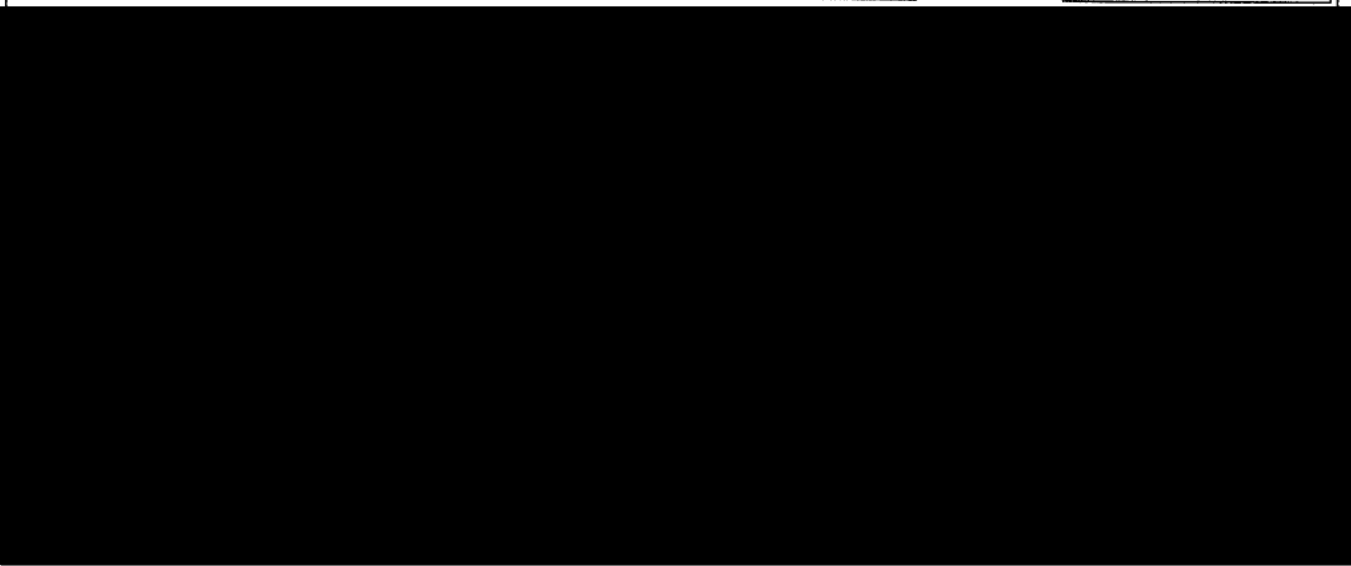
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ABCC LICENSE INFORMATION

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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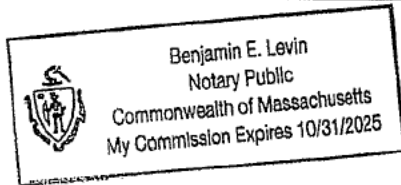
PRINT AND SIGN

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 DCI Identity Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCI. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCI via mail or by fax to (617) 690-6514.



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Boston, MA 02114

DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

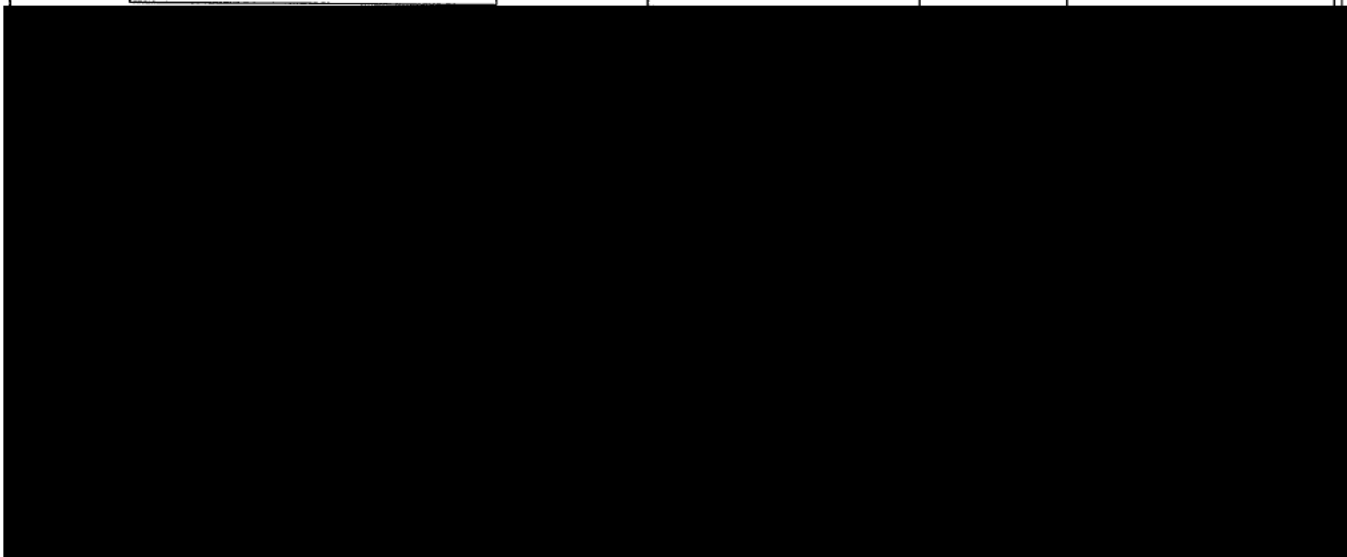
The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, 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 LICENSES)</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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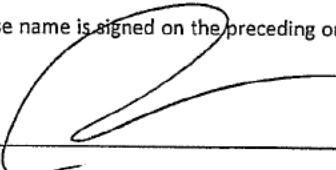


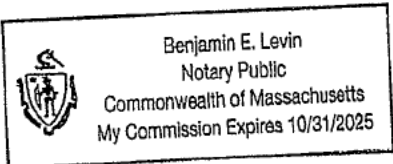
PRINT AND SIGN

PRINTED NAME: Sanjay Ray	APPLICANT/EMPLOYEE SIGNATURE: <i>Sanjay Ray</i>
--------------------------	---

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.


Benjamin E. Levin
NOTARY



DIVISION USE ONLY

REQUESTED BY: _____
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE

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DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

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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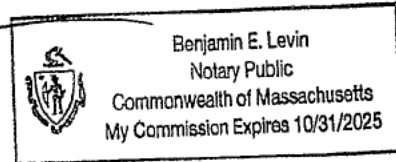
PRINT AND SIGN

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:	<i>[Signature]</i> <small>SIGNATURE OF CORI-AUTHORIZED EMPLOYEE</small>
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The DCJ Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identify Theft PIN Number by the DCJ. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCJ via mail or by fax to (617) 650-4614.



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TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

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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

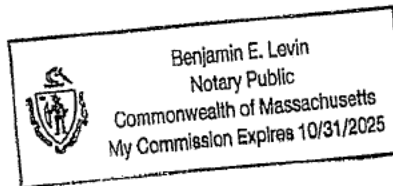
On this 9/13/14 before me, the undersigned notary public, personally appeared Umesh Paneru
(name of document signer), proved to me through satisfactory evidence of identification, which were driver's license
to be the person whose name is signed on the preceding or attached document, and acknowledged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

Benjamin E. Levin
NOTARY

DIVISION USE ONLY

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

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DEBORAH B. GOLDBERG
 TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
 CHAIRMAN

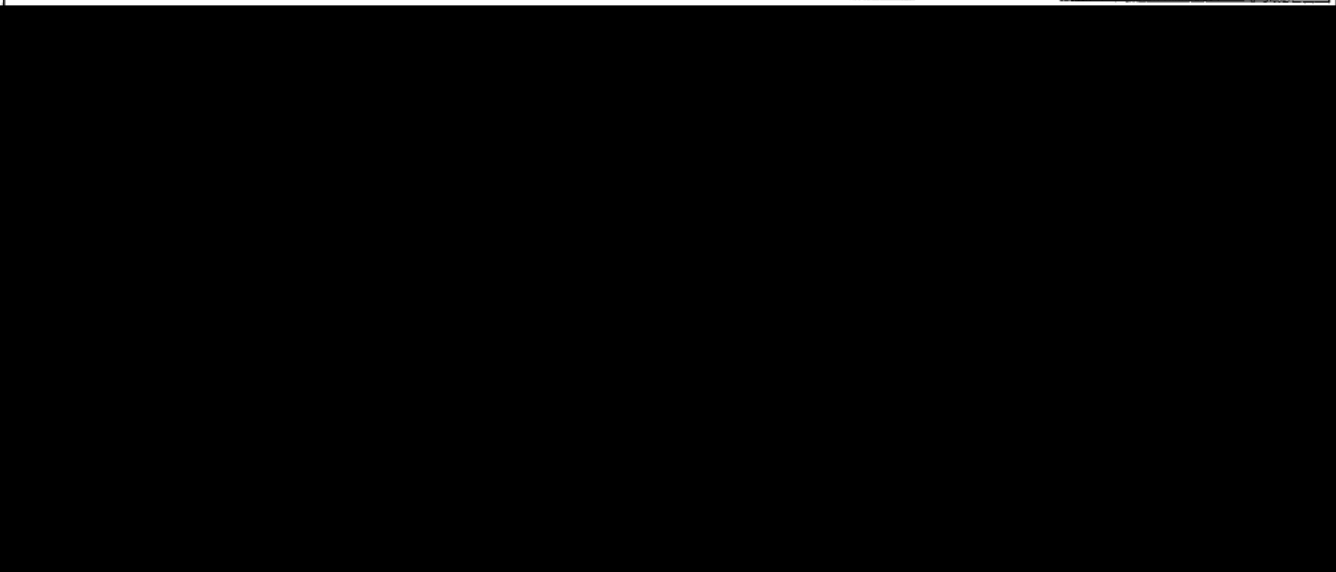
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ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSES)</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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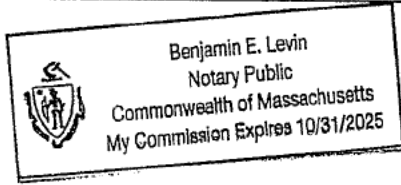
PRINT AND SIGN

PRINTED NAME: Yadav Lamichhane	APPLICANT/EMPLOYEE SIGNATURE: <i>[Signature]</i>
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NOTARY INFORMATION

On this ~~08/11/2020~~ 5/13/21 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:	
	<small>SIGNATURE OF CORI-AUTHORIZED EMPLOYEE</small>

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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

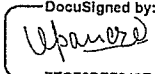
e. Except as otherwise expressly provided herein, the delivery of title to the Assets to the BUYER shall be deemed full performance by the SELLER of every obligation hereunder.

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.

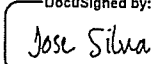
BUYER:

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DocuSigned by:

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SELLER:

JMMS Liquors, Inc.

By: DocuSigned by:

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Jose Silva, President

Being Duly Authorized

Date: 8/6/2021

Date: 8/6/2021

SCHEDULE 1

LIST OF SHAREHOLDERS AND RESIDENTIAL ADDRESSES OF BUYER ENTITY

SCHEDULE 1(A)

ALLOCATION OF PURCHASE PRICE
FOR ASSETS PURCHASED UNDER PARAGRAPH 1

- a. Liquor License - 2%
- b. Furniture and fixtures and equipment - 85%
- c. Leasehold Improvements - 5%
- g. Goodwill - 5%
- h. Names, intellectual property and miscellaneous - 3%

SCHEDULE 1(B)

EXHIBIT A

Furniture and fixtures and equipment (FF&E), including leasehold improvements, located on the Premises and used in connection with the operation of the Business

SCHEDULE 1(C)

EXHIBIT B

N/A

N/A

AMENDMENT TO ASSET PURCHASE AND SALE AGREEMENT.

AGREEMENT this ___ day of November, 2021 by and between by and between JMMS Liquors, Inc (“Seller”) and Sunny Side Enterprises, Inc (“Buyer”). Reference is hereby made to the “Asset Purchase and Sale Agreement, Walden Liquors” (“Asset Purchase Agreement”) dated August 6, 2021 by and between said Seller and Buyer.

Whereas Buyer has made arrangements for institutional financing for the purchase of the Assets as described in said Asset Purchase Agreement, and such financing will include sufficient funds for the Buyer to pay the Seller for the Inventory at the Closing,

Now, therefore, in consideration of the mutual covenants and conditions contained herein, the Asset Purchase Agreement is hereby modified as follows:

1. Section 4(c) is deleted in its entirety and replaced with the following: “The amount due to the SELLER for Inventory under Para. 5 below, shall be paid at the Closing by means of a 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.”
2. Section 4(d) is deleted in its entirety.
3. Schedules 4(c), 5(b) and 5 (c) are omitted whereas the amount due for the Inventory shall be paid at the Closing.
4. References within Section 13, or elsewhere, within the Asset Purchase Agreement to the Secured Promissory Note, the Personal and Entity Guarantees of the Note, and the Security Agreement are deleted, and replaced with Buyer’s obligation to pay the Seller for the Inventory in full at the Closing by means of a 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.

In all other respects the Asset Purchase Agreement is ratified and confirmed.

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

BUYER:

Sunny Side Enterprises, Inc

SELLER:

JMMS Liquors, Inc.

By: _____

Jose Silva, President

Being Duly Authorized

UNITED STATES OF AMERICA

No. 40868835

CERTIFICATE OF NATURALIZATION

Personal description of holder as of date of naturalization:

Date of birth: OCTOBER 31, 1983

Sex: MALE

Height: 5 feet 09 inches

Marital status: MARRIED

Country of former nationality: NEPAL

USCIS Registration No. A087 970 519

I certify that the description given is true, and that the photograph affixed hereto is a likeness of me.

[Signature]

(Complete and true signature of holder)

Be it known that, pursuant to an application filed with the Secretary of Homeland Security

at: LAWRENCE, MASSACHUSETTS

The Secretary, having found that: KRISHNA RAM KHATRI

residing at: WAKEFIELD, MASSACHUSETTS

having complied in all respects with all of the applicable provisions of the naturalization laws of the United States, being entitled to be admitted as a citizen of the United States, and having taken the oath of allegiance at a ceremony conducted by

US DISTRICT COURT FOR THE DISTRICT OF MASSACHUSETTS at: FITCHBURG, MASSACHUSETTS on: MAY 03, 2019

such person is admitted as a citizen of the United States of America.

2.FNC

U. S. Citizenship and Immigration Services



ALTERATION OR OMISSION OF THIS DOCUMENT IS A FEDERAL OFFENSE AND PUNISHABLE BY LAW

DEPARTMENT OF HOMELAND SECURITY

FORM I-569 (REV. 10/17)

CORPORATE VOTE

The Board of Directors or LLC Managers of Sunny Side Enterprises, Inc.
Entity Name
duly voted to apply to the Licensing Authority of Concord and the
City/Town
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/
Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest
(LLC Members/ LLP Partners,
Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder | <input type="checkbox"/> Change of Hours |
| | | <input type="checkbox"/> Other <u> </u> | <input type="checkbox"/> Change of DBA |

"VOTED: To authorize Umesh Paneru
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 Krishna R. Khatri
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,

Umesh Paneru
Corporate Officer /LLC Manager Signature

Umesh Paneru
(Print Name)

For Corporations ONLY

A true copy attest,

Ramesh Ghimire
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 **\$420,000.00** (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.

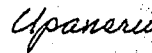
Executed under seal and dated September __, 2021.

Witness

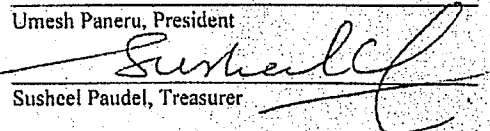


Witness to All

Pledgor: Sunny Side Enterprises, Inc.



Umesh Paneru, President



Sushcel 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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- 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

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 9th 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 1/12th 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 mortgagee, 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 30th 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.

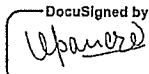
Without limiting the generality of other provisions of this Lease regarding insurance coverage to be maintained by the Tenant, including the provisions of Section 7.9 of the Lease, for such period of time as Tenant shall sell liquor on the Premises for off-premises consumption, Tenant agrees to maintain 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 Pareek / CP99BEF640F4F4...
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 60/100 (98.60) 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 91/100 (54.91) 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 Pierce, as shown on said plan, fifty-one and 30/100 (51.30) 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 Viola, as shown on said plan, fifty-one and 10/100 (51.10) feet;

NORTHERLY by land now or formerly of Prescott Kayes, as shown on said plan, one hundred fifty-seven and 30/100 (157.30) feet;

EXHIBIT C
BUILDING FLOOR PLAN

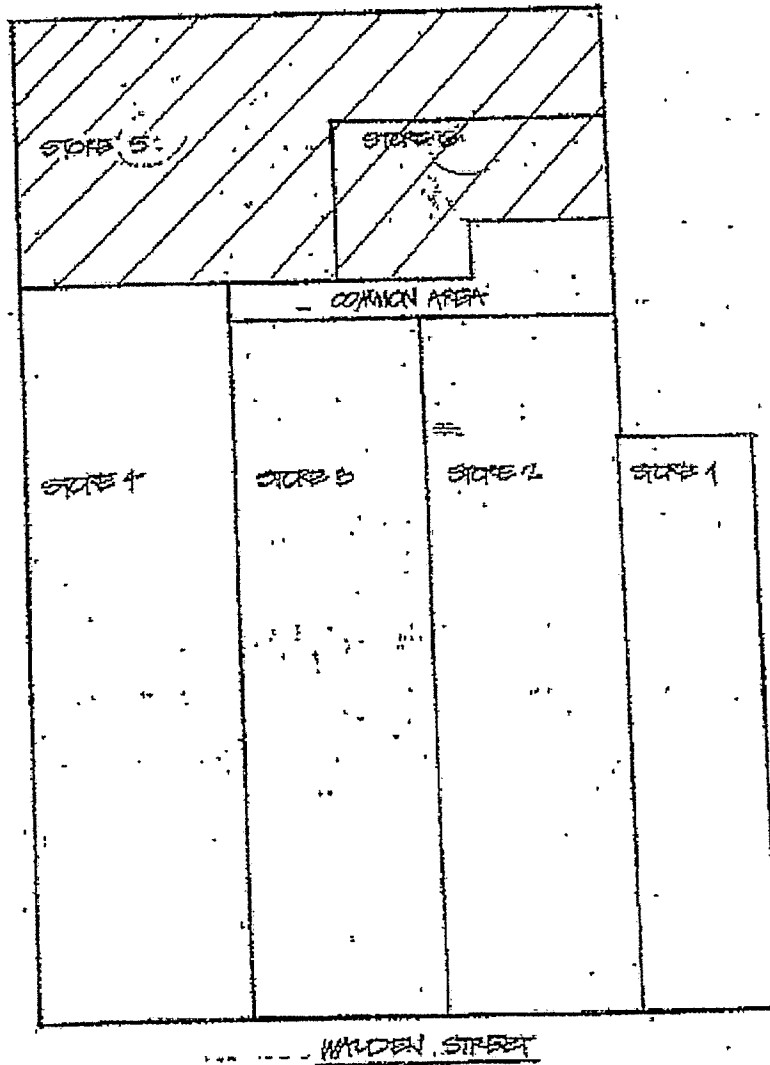


EXHIBIT D
GUARANTY OF LEASE

THIS GUARANTY OF LEASE (this "Guaranty") is made as of _____, 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., LLC, a Massachusetts limited liability company ("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 terminate on September 30, 2024 (the "Silva Termination Date"), other than liabilities and obligations accruing under the Lease through the Silva Termination Date. For the avoidance of doubt, the occurrence of the Silva Termination Date shall not affect in any manner the continuing and ongoing absolute, irrevocable and unconditional joint and several liability and obligations under this Guaranty of each of Prabhu Dhungel, Manor Rimal, Susheel Paudel and Umesh Paneru.

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

Prabhu Dhungel, individually

Address: _____

Manoj Rimal, individually

Address: _____

Susheel Paudel, individually

Address: _____

Umesh Paneru, individually

Address: _____

Jose Silva, individually

Address: _____

Mary Silva, individually

Address: _____

Manny Silva, individually

Address: _____

Sabrina 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).

PRODUCER Knapp, Schenck & Company Insurance Agency, Inc. 137 Lewis Wharf Boston, MA 02110	CONTACT NAME: _____	
	PHONE (LIC. NO. EXT): _____	FAX (LIC. NO.): _____
EMAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Tenant Name Tenant Address Needham, MA 02494	INSURER A: _____	
	INSURER B: _____	
	INSURER C: _____	
	INSURER D: _____	
	INSURER E: _____	

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.

INSTR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/> X <input checked="" type="checkbox"/> X				EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOG					
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					
B	DED RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					
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 Bulfinch 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).

CERTIFICATE HOLDER Name of Building Owner and The Bulfinch Companies, Inc. 250 First Avenue, Suite 200 Needham, MA 02194	CANCELLATION 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
---	--

EXHIBIT F

SECRETARY'S CERTIFICATE

The undersigned hereby certifies that he/she is the Secretary of Sunny Side Enterprises, Inc., a Massachusetts corporation, and that the execution and delivery of the foregoing lease by _____, the _____ of the corporation, has been duly authorized by a vote of the directors of the corporation which is in full force and effect as of this day and that _____ has in fact signed the foregoing lease.

Seal

ATTEST:

, Secretary
Date: _____, 2021

EXHIBIT G

FORM OF LETTER OF CREDIT

[NAME OF FINANCIAL INSTITUTION]

Date: _____, 20__
Amount: _____ USD

Letter of Credit No. _____

Beneficiary: Walden Investors Limited Partnership
Walden Street, LLC
c/o The Bulfinch Companies, Inc.
116 Huntington Avenue, Suite 600
Boston, MA 02116
Attn: Robert A. Schlager

Gentlemen:

We hereby establish our irrevocable Letter of Credit No. _____ in your favor and for the account of <Tenant> whereby we irrevocably authorize you to draw on us from time to time at sight prior to the expiration hereof, and in the manner provided herein, up to _____ and No/100 Dollars (\$_____ USD). Such drawing(s) will be available to you upon your presentation of your draft(s) (which draft(s) shall have been signed by one purporting to be a duly authorized representative of the Beneficiary) on which shall be indicated "Drawn under<Name of Financial Institution> Letter of Credit No. _____," together with your certification to us that either (i) an "Event of Default" has occurred under a certain Lease between _____ and <Tenant> or (ii) you are otherwise entitled to draw upon this Letter of Credit under the terms of said Lease. Multiple partial drawings are permitted.

Presentation may be made between 8:00 a.m. and 5:00 p.m., Eastern Time, on any Business Day (by which is meant any day other than Saturday, Sunday or any day <Name of Financial Institution> is prohibited from conducting commercial banking transactions) at <Name of Financial Institution> office at <Address of Financial Institution>.

This Letter of Credit sets forth in full the terms of our undertaking and such undertaking shall not in any way be modified, amended, or amplified by reference to any documents, instruments, or agreements referred to herein, or in which this Letter of Credit is referred, or to which this Letter of Credit relates. Any such reference shall not be deemed to incorporate herein the terms of any such referenced documents, instruments, or agreements.

If a drawing by Beneficiary hereunder does not, in any instance, conform to the terms and conditions of this Letter of Credit, we shall give Beneficiary immediate notice that the attempted negotiation was not effected in accordance with the terms and conditions of this Letter of Credit, stating the reasons therefor, and that we are holding any documents at Beneficiary's disposal or are returning same to Beneficiary, as we may elect. Upon being notified that the attempted negotiation was not effected in accordance with this Letter of Credit, Beneficiary may attempt to correct any such non-conforming demand for payment if, and to the extent that, Beneficiary is entitled (without regard to the provisions of this sentence) and able to do so within the terms of this Letter of Credit.

This Letter of Credit is transferable in whole, but not in part, without charge to Beneficiary. Transfer of this Letter of Credit is subject to our receipt of Beneficiary's instructions in the form attached hereto as Exhibit A accompanied by the original Letter of Credit and amendment(s), if any.

This Letter of Credit shall remain in full force and effect until 5:00 p.m. Eastern Time on _____, 20__ <insert date which is not less than one year after the date of this Letter of

Credit>. It is a condition of this Letter of Credit that it shall be deemed automatically extended without amendment(s) for period(s) of one year each from its current or any future expiration date(s) unless, at least sixty (60) days prior to the then current expiration date, we notify you in writing at the above listed address of Beneficiary (or other address as specified in any amendment to this Letter of Credit), by certified or registered mail that we elect not to consider this Letter of Credit renewed for any additional period.

Upon receipt of such notice, you may draw hereunder by means of your draft(s) at sight, accompanied by the original of this Letter of Credit and all amendments thereto, and your statement that: "We are in receipt of <Name of Financial Institution> notice of nonrenewal of Letter of Credit No. _____"

We hereby agree with Beneficiary that documents presented to our office in compliance with the terms and conditions of this Letter of Credit will be duly honored as specified herein.

Except so far as otherwise expressly stated herein, this Letter of Credit is subject to the International Standby Practice ISP98, International Chamber of Commerce, Publication No. 590.

By: _____
Duly Authorized

EXHIBIT H

ELECTRONIC FUNDS TRANSFER (EFT) FORM

**AUTHORIZATION AGREEMENT FOR AUTOMATIC RENTAL PAYMENTS
(DIRECT DEBITS)**

TENANT hereby authorizes LANDLORD, _____
(tax identification number _____), to initiate Debit Entries in the amount permitted
by the terms of the Lease Agreement between LANDLORD and TENANT, from
TENANT'S account with depository.

DEPOSITORY NAME: _____
BRANCH: _____
CITY, STATE & ZIP: _____
DEPOSITORY ABA#: _____
TENANT'S ACCOUNT #: _____

This authority is to remain in full force and effect until LANDLORD has received
written notification from TENANTS of its termination in such time and in such matter as
to afford LANDLORD and DEPOSITORY a reasonable opportunity to act on it.

TENANT TAX ID NUMBER: _____
TENANT NAME: _____

TENANT SIGNATURE: _____
NAME (please print): _____
TITLE (please print): _____
DATE SIGNED: _____

Exhibit I

COMMENCEMENT DATE AGREEMENT

This Commencement Date Agreement dated as of the ____ day of _____, ____ by and between Sunny Side Enterprises, Inc., a Massachusetts corporation ("Tenant") and Walden Investors Limited Partnership, a Massachusetts limited partnership, and C. Gerard Drucker, not individually but as Trustee of the Concord Trust, under a Declaration of Trust dated December 14, 1984, recorded with the Middlesex South District Registry of Deeds at Book 15943, Page 073 ("Landlord").

Reference is made to the Lease dated as of _____, 2021, (the "Lease") by and between Tenant and Landlord with respect to certain premises located on a portion of the first floor of the building located at 14-18 Walden Street, Concord, Massachusetts, consisting of an agreed upon 2,319 leasable square feet of space (the "Premises"). Capitalized terms used herein but not defined herein shall have the meanings as defined in the Lease.

Tenant and Landlord hereby agree as follows:

1. Pursuant to the Lease, Landlord and Tenant hereby confirm and agree as follows:
 - (a) The Commencement Date occurred on _____.
 - (b) The Initial Term commenced on the Commencement Date (i.e., _____, 20__) and will end at 11:59 p.m. on September 30, 2029.
2. Tenant hereby certifies as follows:
 - (a) Tenant is in full and complete possession of the Premises, such possession having been delivered by Landlord on the Commencement Date.
 - (b) Tenant does not have any deduction, claim or off-set against Base Rent, Additional Rent, Other Additional Rent or other sums of money that are now or may hereafter become due and payable under the Lease.
3. By the execution and delivery of this Agreement, Tenant hereby ratifies and confirms that Tenant has accepted the Premises "AS IS" without representation or warranty by Landlord, except as otherwise expressly set forth in the Lease.

[Signature Page Follows]

Executed under seal as of the date first written above.

TENANT:

Sunny Side Enterprises, Inc.

By: _____
Name:
Title:
Duly Authorized

LANDLORD:

WALDEN INVESTORS LIMITED PARTNERSHIP

By: Rojeric Corp., General Partner

By: _____
Name: _____
Title: _____

THE CONCORD TRUST

By: _____
C. Gerard Drucker, as Trustee and not
individually

5254788.6

Door

Shelving

Back Room

Wine Racks

Wine Racks

Wine Racks

Wine Racks

Shelving

Shelving

Walk in cooler

Door

Shelving

Office

Wine Racks

Shelving

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
		\$200.00

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

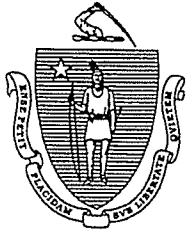
Address:
875 Southern Artery

City:
Hingham

State:
MA

Zip Code:
02169

Email Address:
b.levin@levinandlevin.com



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



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

Memo

DATE: November 22, 2021
TO: Select Board
CC: Stephen Crane, Town Manager
Kerry Lafleur, Finance Director
Board of Registrars
FROM: Kaari Mai Tari, Town Clerk
RE: Revised Re-Precincting Plan

Please find attached a revised Re-precincting plan for the Town of Concord as recommended by the Board of Registrars. The Local Election Districts Review Commission (LEDRC) requires a certified copy of the vote of the Select Board approving the redistricting plan. That vote is also attached to this memo.

This Re-precincting plan includes the following:

1. Proposed Vote for Select Board
2. 2021 Precinct Map
3. Precinct Boundary Description
4. Precinct Block Report

This revision is based on discussion between the Select Board and the Board of Registrars during the Select Board meeting of November 8, 2021. The Select Board at the time asked the Registrars to see if more could be done to keep neighborhoods together and keep changes to a minimum. The Registrars met to review an updated precinct map based on changes between precincts 3 and 4, 1 and 2 and 1 and 5. Following discussion and public input, the Registrars voted to recommend these changes.

The following standards were used in arriving at this recommendation.


- Newly established House of Representative District lines were used as precinct boundaries, given that Concord is now split between the 13th and 14th Middlesex Districts. This is to avoid pockets of sub-precincts that would have required two ballot types at those split 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.

2020 Population: 18,491

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

Concord

Precinct		2020 Population	Variance
1		3,699	0.03
2		3,795	2.62
3		3,595	-2.79
4		3,879	4.89
5		3,523	-4.73

Recommendation

The Board of Registrars recommends the following:

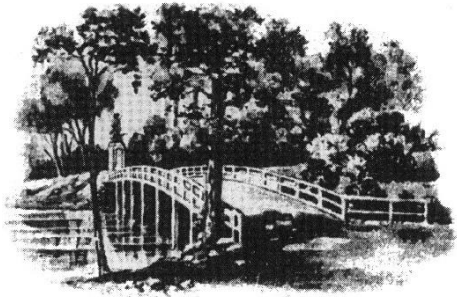
1. Concord's population continues to support a division into five precincts.
2. We recommend the following polling locations:
 - Precinct 1 – 141 Keyes Rd
 - Precincts 2 & 3 – Harvey Wheeler Community Center, 1276 Main Street
 - Precinct 4 – Recommendation will be provided at the Select Board meeting
 - Precinct 5 – Recommendation will be provided at the Select Board meeting
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 1,707 voters will be affected by these changes as noted below:
 - 953 voters formerly in precinct 1 (east of Sudbury River), now in precinct 5
 - 739 voters formerly in precinct 2 (north of Laws Brook Rd), now in precinct 1
 - 15 voters in precinct 4 (Oxbow Road only), now in precinct 3

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.

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.



OLD NORTH BRIDGE

TOWN OF CONCORD

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

November 22, 2021

Local Election Districts Review Commission
Office of the Secretary of the Commonwealth
c/o Elections Division
One Ashburton Place, Room 1705
Boston, MA 02108

RE: TOWN OF CONCORD - 2020 RE-PRECINCTING

We, the undersigned, hereby certify that at a meeting held on November 22, 2021, the Select Board voted to accept as presented by the Town Clerk the 2020 Re-Precincting Plan for the Town of Concord.

A true copy. ATTEST:

Kaari Mai Tari, Town Clerk

SIGNED: _____
Terri Ackerman, Chair

Matthew Johnson, Clerk

Linda Escobedo

Susan Bates

Henry Dane

**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 the MBTA rail line and the Assabet River, and proceeding northwesterly along the center line of the Assabet River until its convergence with Fort Pond Brook, then proceeding westerly along the thread of Fort Pond Brook to Commonwealth Ave, then proceeding southerly along Commonwealth Ave 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 clockwise around said rotary to the north 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 and Concord Rivers at Egg Rock, then turning to follow the centerline of the Concord River northeasterly and downstream to Lowell Road, then turning southeasterly along Lowell Road to Keyes Road, then proceeding southwestly along Keyes Road to Main Street, then proceeding westerly along Main Street to Thoreau Street, then continuing southeasterly on Thoreau Street to Sudbury Road, then proceeding southwestly along Sudbury Road to the northeast side of State Highway 2/Concord Turnpike, then proceeding northwesterly along the northeast 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 point of beginning.

**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 northerly along Commonwealth Avenue to Fort Pond Brook, then proceeding easterly along Fort Pond Brook 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.

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 Oxbow Road, then proceeding easterly and northerly along Oxbow 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 southwestery 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 southwestery to the centerline of Upper Musketaquid Pond, then proceeding southerly along the centerline of Upper Musketaquid Pond to Second Division Brook, then proceeding southwestery 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.

**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 Oxbow Road, then proceeding easterly and northerly on Oxbow 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 Concord River, then proceeding northeasterly along the shoreline of the Concord 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.

**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 clockwise around said rotary to the north side of State Highway 2/Concord Turnpike/Elm Street, then proceeding easterly along 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 and Concord Rivers at Egg Rock, then turning to follow the centerline of the Concord River northeasterly and downstream to Lowell Road, then turning southeasterly along Lowell Road to Keyes Road, then proceeding southwesterly along Keyes Road to Main Street, then proceeding westerly along Main Street 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 Concord River, then proceeding northeasterly along the shoreline of the Concord 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.

New VTD	Old VTD	Block ID	Total Pop	WHITE	BLACK
Concord Town Precinct 1	Concord Town Precinct 1	250173611001000	0	0	0
Concord Town Precinct 1	Concord Town Precinct 1	250173611001001	308	294	0
Concord Town Precinct 1	Concord Town Precinct 1	250173611001002	14	13	0
Concord Town Precinct 1	Concord Town Precinct 1	250173611001003	0	0	0
Concord Town Precinct 1	Concord Town Precinct 1	250173611001004	59	50	0
Concord Town Precinct 1	Concord Town Precinct 1	250173611001005	37	34	0
Concord Town Precinct 1	Concord Town Precinct 1	250173611001006	0	0	0
Concord Town Precinct 1	Concord Town Precinct 1	250173611001007	23	23	0
Concord Town Precinct 1	Concord Town Precinct 1	250173611001008	9	3	0
Concord Town Precinct 1	Concord Town Precinct 1	250173611001009	62	48	0
Concord Town Precinct 1	Concord Town Precinct 1	250173611001010	25	18	0
Concord Town Precinct 1	Concord Town Precinct 1	250173611001011	0	0	0
Concord Town Precinct 1	Concord Town Precinct 1	250173611001012	0	0	0
Concord Town Precinct 1	Concord Town Precinct 1	250173611001013	30	26	0
Concord Town Precinct 1	Concord Town Precinct 1	250173611001014	54	45	0
Concord Town Precinct 1	Concord Town Precinct 1	250173611001015	33	30	0
Concord Town Precinct 1	Concord Town Precinct 1	250173611001016	21	5	1
Concord Town Precinct 1	Concord Town Precinct 1	250173611001017	52	51	0
Concord Town Precinct 1	Concord Town Precinct 1	250173611001018	98	97	0
Concord Town Precinct 1	Concord Town Precinct 1	250173611001019	43	33	0
Concord Town Precinct 1	Concord Town Precinct 1	250173611001023	7	4	0
Concord Town Precinct 1	Concord Town Precinct 1	250173611002000	51	48	2
Concord Town Precinct 1	Concord Town Precinct 1	250173611002001	18	14	0
Concord Town Precinct 1	Concord Town Precinct 1	250173611002002	11	11	0
Concord Town Precinct 1	Concord Town Precinct 1	250173611002003	0	0	0
Concord Town Precinct 1	Concord Town Precinct 1	250173611002004	15	15	0
Concord Town Precinct 1	Concord Town Precinct 1	250173611002005	69	62	0
Concord Town Precinct 1	Concord Town Precinct 1	250173611002006	251	215	4
Concord Town Precinct 1	Concord Town Precinct 1	250173611002007	29	25	2
Concord Town Precinct 1	Concord Town Precinct 1	250173611002008	18	17	1
Concord Town Precinct 1	Concord Town Precinct 1	250173611002009	36	32	0
Concord Town Precinct 1	Concord Town Precinct 1	250173611002010	39	36	1
Concord Town Precinct 1	Concord Town Precinct 1	250173611002011	0	0	0
Concord Town Precinct 1	Concord Town Precinct 1	250173611002012	43	24	0
Concord Town Precinct 1	Concord Town Precinct 1	250173611002013	367	351	0
Concord Town Precinct 1	Concord Town Precinct 1	250173611002014	34	31	0
Concord Town Precinct 1	Concord Town Precinct 1	250173611002015	22	12	0
Concord Town Precinct 1	Concord Town Precinct 1	250173611002016	89	84	0
Concord Town Precinct 1	Concord Town Precinct 1	250173611002017	28	27	0
Concord Town Precinct 1	Concord Town Precinct 1	250173611002018	35	30	0
Concord Town Precinct 1	Concord Town Precinct 1	250173611002019	24	19	0
Concord Town Precinct 1	Concord Town Precinct 1	250173611002020	60	56	0
Concord Town Precinct 1	Concord Town Precinct 1	250173611002021	166	152	2
Concord Town Precinct 1	Concord Town Precinct 1	250173611002022	22	18	0

Concord Town Precinct 1	Concord Town Precinct 1	250173611002023	11	9	0
Concord Town Precinct 1	Concord Town Precinct 1	250173611002024	14	6	0
Concord Town Precinct 1	Concord Town Precinct 1	250173611003000	0	0	0
Concord Town Precinct 1	Concord Town Precinct 1	250173611003003	0	0	0
Concord Town Precinct 1	Concord Town Precinct 1	250173611003004	0	0	0
Concord Town Precinct 1	Concord Town Precinct 1	250173611003005	0	0	0
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Concord Town Precinct 1	Concord Town Precinct 1	250173612003000	510	173	186
Concord Town Precinct 1	Concord Town Precinct 5	250173612003001	110	45	27
Concord Town Precinct 1	Concord Town Precinct 2	250173612004000	0	0	0
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Concord Town Precinct 1	Concord Town Precinct 2	250173612004011	38	33	0
Concord Town Precinct 1	Concord Town Precinct 2	250173612004012	0	0	0
Concord Town Precinct 1	Concord Town Precinct 2	250173612004013	32	22	2
Concord Town Precinct 1	Concord Town Precinct 2	250173612004014	0	0	0
Concord Town Precinct 1	Concord Town Precinct 1	250173613001013	179	139	10
Concord Town Precinct 1	Concord Town Precinct 5	250173613004029	0	0	0
Concord Town Precinct 1					
Total		68	3699	2917	239
Concord Town Precinct 2	Concord Town Precinct 2	250173612001000	86	79	0
Concord Town Precinct 2	Concord Town Precinct 2	250173612001001	16	5	0
Concord Town Precinct 2	Concord Town Precinct 2	250173612001002	0	0	0
Concord Town Precinct 2	Concord Town Precinct 2	250173612001003	222	197	1
Concord Town Precinct 2	Concord Town Precinct 2	250173612001004	44	36	0
Concord Town Precinct 2	Concord Town Precinct 2	250173612001005	108	86	8
Concord Town Precinct 2	Concord Town Precinct 2	250173612001006	0	0	0
Concord Town Precinct 2	Concord Town Precinct 2	250173612001007	406	339	14
Concord Town Precinct 2	Concord Town Precinct 2	250173612001008	25	17	0
Concord Town Precinct 2	Concord Town Precinct 2	250173612001009	0	0	0
Concord Town Precinct 2	Concord Town Precinct 2	250173612001010	15	11	0
Concord Town Precinct 2	Concord Town Precinct 2	250173612001011	433	315	17
Concord Town Precinct 2	Concord Town Precinct 2	250173612001012	169	148	0
Concord Town Precinct 2	Concord Town Precinct 2	250173612001013	0	0	0
Concord Town Precinct 2	Concord Town Precinct 2	250173612001014	34	31	0
Concord Town Precinct 2	Concord Town Precinct 2	250173612001015	58	45	3
Concord Town Precinct 2	Concord Town Precinct 2	250173612001016	55	35	0
Concord Town Precinct 2	Concord Town Precinct 2	250173612001017	0	0	0
Concord Town Precinct 2	Concord Town Precinct 2	250173612001018	0	0	0
Concord Town Precinct 2	Concord Town Precinct 2	250173612002000	0	0	0
Concord Town Precinct 2	Concord Town Precinct 2	250173612002001	60	57	0

Concord Town Precinct 2	Concord Town Precinct 2	250173612002002	53	48	2
Concord Town Precinct 2	Concord Town Precinct 2	250173612002003	18	9	0
Concord Town Precinct 2	Concord Town Precinct 2	250173612002004	43	37	0
Concord Town Precinct 2	Concord Town Precinct 2	250173612002005	69	58	1
Concord Town Precinct 2	Concord Town Precinct 2	250173612002006	54	49	1
Concord Town Precinct 2	Concord Town Precinct 2	250173612002007	87	82	1
Concord Town Precinct 2	Concord Town Precinct 2	250173612002008	54	35	10
Concord Town Precinct 2	Concord Town Precinct 2	250173612002009	190	174	1
Concord Town Precinct 2	Concord Town Precinct 2	250173612002010	44	36	0
Concord Town Precinct 2	Concord Town Precinct 2	250173612002011	27	16	0
Concord Town Precinct 2	Concord Town Precinct 2	250173612002012	33	27	2
Concord Town Precinct 2	Concord Town Precinct 2	250173612002013	18	15	0
Concord Town Precinct 2	Concord Town Precinct 2	250173612002014	18	8	5
Concord Town Precinct 2	Concord Town Precinct 2	250173612002015	0	0	0
Concord Town Precinct 2	Concord Town Precinct 2	250173612002017	0	0	0
Concord Town Precinct 2	Concord Town Precinct 2	250173612002018	22	17	0
Concord Town Precinct 2	Concord Town Precinct 2	250173612002022	29	24	2
Concord Town Precinct 2	Concord Town Precinct 1	250173612004005	14	12	0
Concord Town Precinct 2	Concord Town Precinct 2	250173612004006	180	164	2
Concord Town Precinct 2	Concord Town Precinct 2	250173612004015	25	20	0
Concord Town Precinct 2	Concord Town Precinct 2	250173612004016	152	124	4
Concord Town Precinct 2	Concord Town Precinct 2	250173612004017	44	40	0
Concord Town Precinct 2	Concord Town Precinct 2	250173612004018	81	62	0
Concord Town Precinct 2	Concord Town Precinct 2	250173612004019	271	237	4
Concord Town Precinct 2	Concord Town Precinct 2	250173612004020	96	72	0
Concord Town Precinct 2	Concord Town Precinct 2	250173612004021	107	91	2
Concord Town Precinct 2	Concord Town Precinct 1	250173612004022	0	0	0
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Concord Town Precinct 2	Concord Town Precinct 2	250173612004024	39	29	3
Concord Town Precinct 2	Concord Town Precinct 2	250173612004025	67	65	0
Concord Town Precinct 2	Concord Town Precinct 2	250173612004026	93	86	0
Concord Town Precinct 2	Concord Town Precinct 2	250173612004027	64	57	1
Concord Town Precinct 2	Concord Town Precinct 2	250173612004028	15	11	0
Concord Town Precinct 2	Concord Town Precinct 2	250173612005002	57	47	0
Concord Town Precinct 2	Concord Town Precinct 2	250173612005003	0	0	0

Concord Town Precinct 2					
Total		56	3795	3153	84

Concord Town Precinct 3	Concord Town Precinct 3	250173611003001	99	91	0
Concord Town Precinct 3	Concord Town Precinct 3	250173611003002	88	81	0
Concord Town Precinct 3	Concord Town Precinct 3	250173611003006	0	0	0
Concord Town Precinct 3	Concord Town Precinct 3	250173611003007	0	0	0
Concord Town Precinct 3	Concord Town Precinct 3	250173611003008	79	66	0
Concord Town Precinct 3	Concord Town Precinct 3	250173611003009	72	58	5
Concord Town Precinct 3	Concord Town Precinct 3	250173611003010	126	108	0
Concord Town Precinct 3	Concord Town Precinct 3	250173611003011	99	94	0
Concord Town Precinct 3	Concord Town Precinct 3	250173611003012	41	34	0
Concord Town Precinct 3	Concord Town Precinct 3	250173611003013	29	18	0

Concord Town Precinct 3	Concord Town Precinct 1	250173611003014	0	0	0
Concord Town Precinct 3	Concord Town Precinct 3	250173611003015	85	82	0
Concord Town Precinct 3	Concord Town Precinct 3	250173611003016	27	24	0
Concord Town Precinct 3	Concord Town Precinct 3	250173611003017	82	77	0
Concord Town Precinct 3	Concord Town Precinct 3	250173611003018	15	11	0
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Concord Town Precinct 3	Concord Town Precinct 3	250173611004005	20	15	1
Concord Town Precinct 3	Concord Town Precinct 3	250173611004006	26	13	0
Concord Town Precinct 3	Concord Town Precinct 3	250173611004007	60	45	1
Concord Town Precinct 3	Concord Town Precinct 3	250173611004008	67	60	0
Concord Town Precinct 3	Concord Town Precinct 3	250173611004009	11	8	0
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Concord Town Precinct 3	Concord Town Precinct 3	250173611004011	9	4	3
Concord Town Precinct 3	Concord Town Precinct 3	250173611004012	26	13	0
Concord Town Precinct 3	Concord Town Precinct 3	250173611004013	19	18	0
Concord Town Precinct 3	Concord Town Precinct 3	250173611004014	55	45	0
Concord Town Precinct 3	Concord Town Precinct 3	250173611004015	19	15	0
Concord Town Precinct 3	Concord Town Precinct 3	250173611004016	14	8	0
Concord Town Precinct 3	Concord Town Precinct 3	250173611004017	10	7	0
Concord Town Precinct 3	Concord Town Precinct 3	250173611004018	126	113	0
Concord Town Precinct 3	Concord Town Precinct 3	250173611005006	0	0	0
Concord Town Precinct 3	Concord Town Precinct 3	250173611005009	13	7	0
Concord Town Precinct 3	Concord Town Precinct 3	250173611005014	0	0	0
Concord Town Precinct 3	Concord Town Precinct 3	250173611005015	0	0	0
Concord Town Precinct 3	Concord Town Precinct 3	250173611005016	84	79	1
Concord Town Precinct 3	Concord Town Precinct 4	250173611005018	15	9	1
Concord Town Precinct 3	Concord Town Precinct 3	250173612002016	59	48	0
Concord Town Precinct 3	Concord Town Precinct 3	250173612002019	88	70	4
Concord Town Precinct 3	Concord Town Precinct 3	250173612002020	58	54	0
Concord Town Precinct 3	Concord Town Precinct 3	250173612002021	14	13	0
Concord Town Precinct 3	Concord Town Precinct 3	250173612002023	48	38	3
Concord Town Precinct 3	Concord Town Precinct 3	250173612005000	216	173	0
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Concord Town Precinct 3	Concord Town Precinct 3	250173612005005	40	32	0
Concord Town Precinct 3	Concord Town Precinct 3	250173612005006	105	87	8
Concord Town Precinct 3	Concord Town Precinct 3	250173612005007	188	156	4
Concord Town Precinct 3	Concord Town Precinct 3	250173612005008	79	61	0
Concord Town Precinct 3	Concord Town Precinct 3	250173612005009	76	54	0
Concord Town Precinct 3	Concord Town Precinct 3	250173612005010	23	16	0
Concord Town Precinct 3 Total		55	3595	3077	36
Concord Town Precinct 4	Concord Town Precinct 4	250173593011000	0	0	0

Concord Town Precinct 4	Concord Town Precinct 4	250173593011001	0	0	0
Concord Town Precinct 4	Concord Town Precinct 4	250173611001020	138	129	4
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Concord Town Precinct 4	Concord Town Precinct 4	250173611001022	155	140	0
Concord Town Precinct 4	Concord Town Precinct 4	250173611005000	245	208	5
Concord Town Precinct 4	Concord Town Precinct 4	250173611005001	14	13	0
Concord Town Precinct 4	Concord Town Precinct 4	250173611005002	29	26	0
Concord Town Precinct 4	Concord Town Precinct 4	250173611005003	24	19	0
Concord Town Precinct 4	Concord Town Precinct 4	250173611005004	0	0	0
Concord Town Precinct 4	Concord Town Precinct 4	250173611005007	74	70	0
Concord Town Precinct 4	Concord Town Precinct 4	250173611005008	21	7	0
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Concord Town Precinct 4	Concord Town Precinct 4	250173611005011	139	132	0
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Concord Town Precinct 4	Concord Town Precinct 4	250173611005013	32	25	0
Concord Town Precinct 4	Concord Town Precinct 4	250173611005017	82	77	0
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Concord Town Precinct 4	Concord Town Precinct 4	250173613001001	16	15	0
Concord Town Precinct 4	Concord Town Precinct 4	250173613001002	206	169	3
Concord Town Precinct 4	Concord Town Precinct 4	250173613001003	39	24	1
Concord Town Precinct 4	Concord Town Precinct 4	250173613001004	23	19	0
Concord Town Precinct 4	Concord Town Precinct 4	250173613001005	53	38	0
Concord Town Precinct 4	Concord Town Precinct 4	250173613001006	54	43	0
Concord Town Precinct 4	Concord Town Precinct 4	250173613001007	6	0	0
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Concord Town Precinct 4	Concord Town Precinct 4	250173613001019	0	0	0
Concord Town Precinct 4	Concord Town Precinct 4	250173613001020	11	6	0
Concord Town Precinct 4	Concord Town Precinct 4	250173613002000	691	633	3
Concord Town Precinct 4	Concord Town Precinct 4	250173613002001	57	51	2
Concord Town Precinct 4	Concord Town Precinct 4	250173613002002	29	24	0
Concord Town Precinct 4	Concord Town Precinct 4	250173613002003	19	10	1
Concord Town Precinct 4	Concord Town Precinct 4	250173613002004	17	14	0
Concord Town Precinct 4	Concord Town Precinct 4	250173613002005	20	18	0
Concord Town Precinct 4	Concord Town Precinct 4	250173613002006	21	16	1
Concord Town Precinct 4	Concord Town Precinct 4	250173613002007	29	16	0
Concord Town Precinct 4	Concord Town Precinct 4	250173613002008	23	20	0
Concord Town Precinct 4	Concord Town Precinct 4	250173613002009	25	20	0
Concord Town Precinct 4	Concord Town Precinct 4	250173613003000	110	87	3
Concord Town Precinct 4	Concord Town Precinct 4	250173613003001	17	15	0
Concord Town Precinct 4	Concord Town Precinct 4	250173613003002	242	208	1
Concord Town Precinct 4	Concord Town Precinct 4	250173613003003	57	18	0
Concord Town Precinct 4	Concord Town Precinct 4	250173613003004	14	0	5
Concord Town Precinct 4	Concord Town Precinct 4	250173613003005	219	199	3
Concord Town Precinct 4	Concord Town Precinct 4	250173613003006	44	40	2
Concord Town Precinct 4	Concord Town Precinct 4	250173613003007	47	33	0
Concord Town Precinct 4	Concord Town Precinct 4	250173613003008	54	51	1

Concord Town Precinct 4	Concord Town Precinct 4	250173613003009	130	107	2
Concord Town Precinct 4	Concord Town Precinct 4	250173613003010	35	23	1
Concord Town Precinct 4	Concord Town Precinct 4	250173613003011	11	0	0
Concord Town Precinct 4	Concord Town Precinct 4	250173613003012	30	22	0
Concord Town Precinct 4	Concord Town Precinct 4	250173613003013	51	45	0
Concord Town Precinct 4	Concord Town Precinct 4	250173613003014	29	17	0
Concord Town Precinct 4	Concord Town Precinct 4	250173613003015	0	0	0
Concord Town Precinct 4	Concord Town Precinct 4	250173613003016	0	0	0
Concord Town Precinct 4	Concord Town Precinct 4	250173613003017	0	0	0
Concord Town Precinct 4	Concord Town Precinct 4	250173613003018	2	0	0
Concord Town Precinct 4	Concord Town Precinct 4	250173613003019	63	59	0
Concord Town Precinct 4	Concord Town Precinct 4	250173613003020	15	6	0
Concord Town Precinct 4	Concord Town Precinct 4	250173613003021	32	19	0
Concord Town Precinct 4	Concord Town Precinct 4	250173613005004	0	0	0
Concord Town Precinct 4	Concord Town Precinct 4	250173613005009	10	7	0

Concord Town Precinct 4					
Total		63	3879	3263	40

Concord Town Precinct 5	Concord Town Precinct 1	250173613001008	125	117	0
Concord Town Precinct 5	Concord Town Precinct 1	250173613001009	28	24	0
Concord Town Precinct 5	Concord Town Precinct 1	250173613001010	98	93	0
Concord Town Precinct 5	Concord Town Precinct 1	250173613001011	20	14	0
Concord Town Precinct 5	Concord Town Precinct 1	250173613001012	0	0	0
Concord Town Precinct 5	Concord Town Precinct 1	250173613001014	0	0	0
Concord Town Precinct 5	Concord Town Precinct 1	250173613001015	24	21	2
Concord Town Precinct 5	Concord Town Precinct 1	250173613001016	46	33	4
Concord Town Precinct 5	Concord Town Precinct 1	250173613001017	28	28	0
Concord Town Precinct 5	Concord Town Precinct 1	250173613001021	40	36	0
Concord Town Precinct 5	Concord Town Precinct 1	250173613002010	9	6	0
Concord Town Precinct 5	Concord Town Precinct 1	250173613002011	39	22	0
Concord Town Precinct 5	Concord Town Precinct 1	250173613002012	118	106	1
Concord Town Precinct 5	Concord Town Precinct 1	250173613002013	77	64	2
Concord Town Precinct 5	Concord Town Precinct 1	250173613002014	67	62	0
Concord Town Precinct 5	Concord Town Precinct 1	250173613002015	60	53	0
Concord Town Precinct 5	Concord Town Precinct 1	250173613002016	53	47	2
Concord Town Precinct 5	Concord Town Precinct 1	250173613002017	78	77	0
Concord Town Precinct 5	Concord Town Precinct 5	250173613004000	0	0	0
Concord Town Precinct 5	Concord Town Precinct 5	250173613004001	64	59	0
Concord Town Precinct 5	Concord Town Precinct 5	250173613004002	23	13	0
Concord Town Precinct 5	Concord Town Precinct 5	250173613004003	5	0	0
Concord Town Precinct 5	Concord Town Precinct 5	250173613004004	36	26	0
Concord Town Precinct 5	Concord Town Precinct 5	250173613004005	8	5	0
Concord Town Precinct 5	Concord Town Precinct 5	250173613004006	217	180	0
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Concord Town Precinct 5	Concord Town Precinct 5	250173613004008	18	16	0
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Concord Town Precinct 5	Concord Town Precinct 5	250173613004011	85	75	1

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Concord Town Precinct 5	Concord Town Precinct 5	250173613004015	73	28	0
Concord Town Precinct 5	Concord Town Precinct 5	250173613004016	0	0	0
Concord Town Precinct 5	Concord Town Precinct 5	250173613004017	0	0	0
Concord Town Precinct 5	Concord Town Precinct 5	250173613004018	39	38	0
Concord Town Precinct 5	Concord Town Precinct 5	250173613004019	148	143	0
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Concord Town Precinct 5	Concord Town Precinct 5	250173613004021	26	19	0
Concord Town Precinct 5	Concord Town Precinct 5	250173613004022	25	23	0
Concord Town Precinct 5	Concord Town Precinct 5	250173613004023	44	42	0
Concord Town Precinct 5	Concord Town Precinct 5	250173613004024	61	54	0
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Concord Town Precinct 5	Concord Town Precinct 5	250173613004030	253	118	59
Concord Town Precinct 5	Concord Town Precinct 5	250173613005000	0	0	0
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Concord Town Precinct 5	Concord Town Precinct 5	250173613005002	39	39	0
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Concord Town Precinct 5	Concord Town Precinct 5	250173613005008	0	0	0
Concord Town Precinct 5	Concord Town Precinct 1	250173613005010	0	0	0
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Concord Town Precinct 5	Concord Town Precinct 1	250173613005012	5	1	0
Concord Town Precinct 5	Concord Town Precinct 5	250173613005013	0	0	0
Concord Town Precinct 5	Concord Town Precinct 5	250173613005014	0	0	0
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Concord Town Precinct 5	Concord Town Precinct 5	250173613005016	472	412	2
Concord Town Precinct 5	Concord Town Precinct 5	250173613005017	41	35	0
Concord Town Precinct 5	Concord Town Precinct 1	250173613005018	0	0	0
Concord Town Precinct 5	Concord Town Precinct 1	250173613005019	0	0	0
Concord Town Precinct 5	Concord Town Precinct 5	250173613005020	33	29	0
Concord Town Precinct 5	Concord Town Precinct 5	250173613005021	64	55	1

Concord Town Precinct 5					
Total		67	3523	2927	83
Grand Total		309	18,491	15,337	482

ASIAN	Other	NHPI	AIAN	Pop2Race	Hispanic	Not Hispanic
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8	0	0	0	3	3	305
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0	0	0	0	0	0	0
7	1	0	0	0	4	55
2	0	0	0	1	1	36
0	0	0	0	0	0	0
0	0	0	0	0	0	23
0	4	0	0	2	5	4
7	0	0	0	7	0	62
2	2	0	0	3	4	21
0	0	0	0	0	0	0
0	0	0	0	0	0	0
1	0	0	0	3	5	25
3	0	0	0	6	1	53
0	0	0	0	3	3	30
6	0	0	0	8	1	20
1	0	0	0	0	1	51
1	0	0	0	0	0	98
8	2	0	0	0	0	43
0	0	0	0	3	1	6
0	1	0	0	0	1	50
3	0	0	0	1	0	18
0	0	0	0	0	0	11
0	0	0	0	0	0	0
0	0	0	0	0	0	15
5	0	0	0	1	4	65
18	0	0	0	13	9	242
2	0	0	0	0	0	29
0	0	0	0	0	0	18
1	0	0	0	3	2	34
1	0	0	0	1	1	38
0	0	0	0	0	0	0
0	2	0	1	7	7	36
16	0	0	0	0	0	367
0	0	0	0	1	1	33
2	1	0	0	7	3	19
1	1	0	0	2	0	89
0	0	0	0	0	1	27
0	0	0	0	4	1	34
1	0	0	0	4	0	24
1	0	0	0	0	0	60
9	2	0	0	0	3	163
2	0	0	0	1	1	21

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2	0	0	0	4	5	9
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16	17	0	0	116	155	355
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3	1	0	0	5	1	70
6	0	0	0	0	0	62
0	0	0	0	0	0	0
0	0	0	0	0	0	0
20	0	0	0	3	2	241
0	0	0	0	2	0	51
2	0	0	0	2	1	27
9	0	0	0	4	0	48
1	0	0	0	3	5	33
0	0	0	0	0	0	0
0	1	0	0	5	2	30
0	0	0	0	0	0	0
13	3	1	0	8	14	165
0	0	0	0	0	0	0

184	40	2	1	266	288	3411
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4	1	0	0	2	1	85
7	1	0	0	3	1	15
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6	4	0	0	9	16	206
0	2	0	0	4	2	42
12	1	0	0	1	4	104
0	0	0	0	0	0	0
38	0	0	0	13	4	402
2	2	0	0	1	1	24
0	0	0	0	0	0	0
0	1	0	0	1	3	12
64	7	0	0	23	22	411
11	1	0	0	8	1	168
0	0	0	0	0	0	0
0	0	0	0	1	1	33
1	0	0	0	8	3	55
10	0	0	0	8	0	55
0	0	0	0	0	0	0
0	0	0	0	0	0	0
0	0	0	0	0	0	0
2	0	0	0	0	1	59

0	3	0	0	0	3	50
6	1	0	0	2	0	18
1	1	0	0	3	7	36
6	0	0	0	2	4	65
0	1	0	0	1	2	52
3	0	0	0	0	0	87
6	0	1	0	2	0	54
0	0	0	0	11	11	179
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274	47	1	0	182	152	3643
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6	0	0	0	3	3	20
4	0	0	0	0	0	5
4	4	0	0	2	0	36
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25	0	0	0	11	0	217
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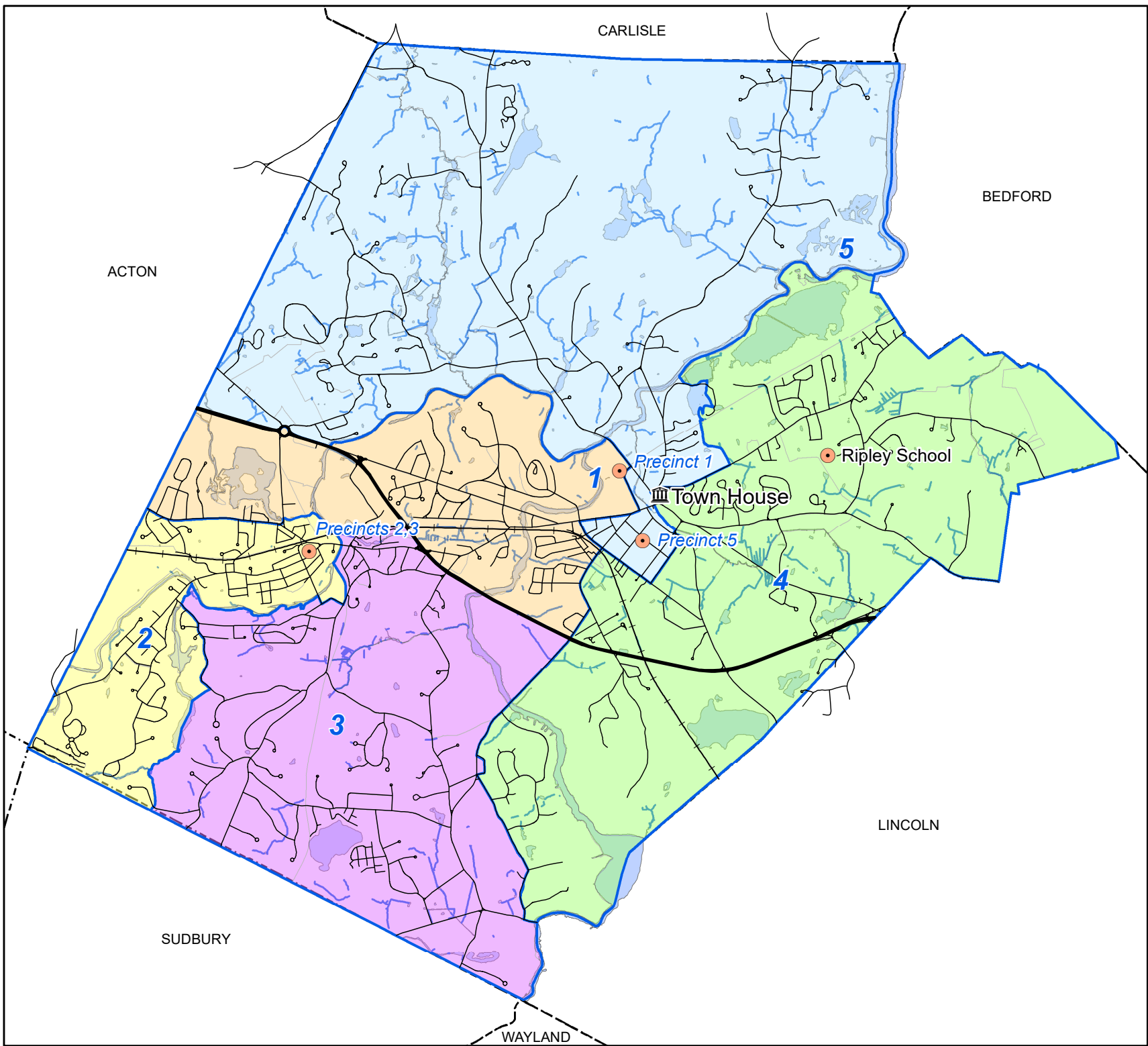
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1,171	194	4	3	1,089	861	17,630

Town of Concord



FINAL PROPOSAL

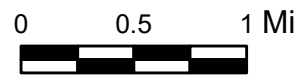


2020 Population: 18,491

Minimum 5%	Target Population	Maximum 5%
3,513	3,699	3,883

Precinct Boundaries Concord		
Precinct	2020 Population	Variance
1	3,699	0.03
2	3,795	2.62
3	3,595	-2.79
4	3,879	4.89
5	3,523	-4.73

- Polling Place
- Proposed Precinct
- Stream
- River, Pond
- Street
- Major Route
- Railroad
- Municipal Boundaries



Concord Municipal Light Plant's responses to Auditor's Side Letter for 2020:

Customer write-offs are approved by the Finance Manager. We recommend the Plant Manager also authorize customer write-offs in order to improve documented oversight.

- The correction for this recommendation was implemented during the audit of 2019. However, the timing of audit came after the 2020 write-offs had been completed. All write-offs are now approved by the Finance Manager and Plant Director.

There was a difference between the Plant's capital asset schedules and the general ledger of approximately \$51,000. In addition, there was a difference between the depreciation expense per the Plant's capital asset schedules and the general ledger of approximately \$48,000. We recommend the Plant reconcile all capital asset activity within the general ledger on a monthly basis.

- A report that summarizes the accumulated depreciation balance in the Asset Management Module compared to the General Ledger Module is now being run each month end to ensure proper balancing.

Multiple staff have access to both make changes to the vendor master file and approve invoices. We recommend the Plant review the access to the vendor master file and limit access to employees who can't initiate purchase orders, receive items, approve invoices for payment or sign checks.

- Access to make changes in the Vendor Master File has been limited to only the necessary personnel. The Finance Manager is now receiving notification emails from the accounting system whenever a change is made in the Vendor Master File.

Multiple staff have access to adjust utility payer account balances. We recommend the Plant review the access controls and limit access to only employees that require this function for their day-to-day responsibilities. We also recommend establishing a formal policy that documents the process for changing a customer's account balance.

- The Plant is reviewing Security Permissions in the Utility Billing System and plans to make wholesale changes. This will result in more limited access to the points where adjustments can be made to customers accounts. In the meantime, the Financial Manager will run reports to review all adjustments to customer accounts on a monthly basis.

The Plant reconciles accounts receivable to the general ledger on a daily basis. However, these reconciliations are not approved by a preparer and reviewer. We recommend that both a preparer and reviewer formally sign off on receivable reconciliations on a monthly basis.

- The daily reconciliation of accounts receivable, revenues, and adjustments between the Utility Billing System and the General Ledger are completed by the Associate Financial Manager. These reconciliations are now being reviewed and approved by the Financial Manager on a monthly basis.

Financial Audit Advisory Committee

Report to the Select Board

Municipal Light Plant

September 2021

The Financial Audit Advisory Committee (FAAC) has completed its work for the current auditing cycle and as required in its charge, is reporting to the Select Board. We met numerous times in 2020 and in 2021 to review auditing reports for the Municipal Light Plant, the Concord Carlisle Regional School District and the Town. This letter is our report regarding the audit of the Municipal Light Plant.

Reporting Structure

The Municipal Light Plant, a department of the Town, is separately audited on a December 31 fiscal year basis for the purpose of its required reporting to the Massachusetts Department of Public Utilities. The Town is audited on a June 30 fiscal year reporting basis, in accordance with state law. The audited financial statements of the Municipal Light Plant are incorporated into the Town's annual financial statements. The Concord Public School Department is also a part of the Town's annual audit and financial statements. There are no other component units of the Town.

The Concord-Carlisle Regional School District (CCRSD) is a separate governmental jurisdiction and is responsible for its own annual audit examination and issuance of audited financial statements on a June 30 fiscal year basis. The CCRSD agreed to be included in the responsibilities of the FAAC and we reviewed the audit of the District and will in a separate letter report our findings to the Regional School Committee.

External Auditor

The firm of Melanson is currently engaged to perform the annual audit examination of the Municipal Light Plant, CCRSD and the Town of Concord.

Duties of the Town of Concord FAAC

As a reminder, the duties of the FAAC are:

- Review the arrangements for the scope and progress of the annual audit;
- Review the draft audited financial statements and consider the management letter recommendations and management's response;
- Review internal accounting and control procedures as necessary;
- Participate in presentation of the annual audited financial statements by the external auditor at a public meeting of the Select Board and the Concord Carlisle Regional School Committee;
- Prepare such reports and recommendations to the Select Board and the Concord Carlisle Regional School Committee from time to time, within its assigned scope, as it may deem to be in the best interest of the Town; and
- Recommend to the Town Manager the selection of the independent external auditor.

We believe that with the submission of this report and the future attendance at a Select Board meeting, and with a submission to the Regional School Committee at a date to be determined, the committee will have discharged its duties.

Report on the activities of the FAAC

Our report has two components:

- comments on the audit process and management letter for the Municipal Light Plant; and
- any additional items associated with the Municipal Light Plant.

Audit Process and Management Letter for the Municipal Light Plant

The Independent Auditor's report for the Municipal Light Plant (page 2) indicates:

"In our opinion, the financial statement referred to above present fairly, in all material respects, the respective financial position of the Town of Concord Municipal Light Plant as of December 31, 2020 and 2019, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America."

No significant deficiencies were noted and at the time of the audit, the financial records of the CMLP were found to be in good order. No substantive journal entries were required in order to close the reporting period.

No formal Management Letter was issued for the reporting period, but the Auditor did issue a side letter identifying certain areas where improvements and/ or efficiencies could be made, summarized as follows.

- Customer write-offs are approved by the Finance Manager. We recommend the Plant Manager also authorize customer write-offs in order to improve documented oversight.
- There was a difference between the Plant's capital asset schedules and the general ledger of approximately \$51,000. In addition, there was a difference between the depreciation expense per the Plant's capital asset schedules and the general ledger of approximately \$48,000. We recommend the Plant reconcile all capital asset activity within the general ledger on a monthly basis.
- Multiple staff have access to both make changes to the vendor master file and approve invoices. We recommend the Plant review the access to the vendor master file and limit access to employees who can't initiate purchase orders, receive items, approve invoices for payment or sign checks.
- Multiple staff have access to adjust utility payer account balances. We recommend the Plan review the access controls and limit access to only employees that require this function for their day-to-day responsibilities. We also recommend establishing a formal policy that documents the process for changing a customer's account balance.
- The Plant reconciles accounts receivable to the general ledger on a daily basis. However, these reconciliations are not approved by a preparer and reviewer. We recommend that both a preparer and reviewer formally sign off on receivable reconciliations on a monthly basis.

Additional Items Associated with the Municipal Light Plant

No additional items were noted for this reporting period.

The FAAC would like to thank Scott McIntire, Partner, and Zackary Fentross, Audit Engagement Manager of Melanson for the presentations to the committee. The FAAC would also like to thank the Town's Chief Financial Officer, Kerry Lafleur, and the entire finance team for their attention to the committee's requests and in assisting us in understanding both the audit process and the financial statements report.

The Committee:

Terri Ackerman, Chair

Court Booth

Arthur Fulman

Wendy Rovelli

Carol Wilson

Adopted:	2/27/79
REVISED:	1/12/98
REVISED:	6/18/12
REVISED:	10/21/19
REVISED:	11/18/19
REVISED:	4/9/20

Town of Concord APP #10

Town Board, Committee, and Task Force Appointment Policy

The Select Board and Town Manager have jointly adopted this policy concerning the appointment of members to Town boards, committees, and task forces. Please refer to this policy when considering or suggesting an individual for appointment to a Town board, committee, or task force.

~~Jeremy Please change "green" to "volunteer" in all places and show as a tracked change~~

Distribution: All Department Heads
All Committee, Board and Task Force Chairs
Town Clerk

I. General

This policy has been jointly adopted by the Select Board and Town Manager, and is intended to cover all committees, boards, commissions and task forces (each, a “Committee”) appointed by the Town Manager and Select Board (each, an “Appointing Authority”). This policy does not apply to Town employees.

II. Powers and Duties

Effective local government requires that all Committees respect the duties and responsibilities of other Committees and coordinate their activities to the greatest extent possible. It is in the overall best interest of the Town that each Committee carries out its responsibilities in a consistent and professional manner that is in harmony with the general policies promulgated by the Select Board.

The powers and duties of some Committees appointed by the Select Board or Town Manager are governed by State statute. These include: the Board of Appeals, Planning Board, Historic District Commission, Board of Health, Natural Resources Commission, and others. Once appointed by the Select Board or Town Manager, these Committees operate with a high degree of autonomy. However, it is in the best interests of the Town that these Committees be guided by the general policies promulgated by the Select Board to the extent possible.

Other Committees appointed by the Select Board or Town Manager serve as, among other things, advisors to the Select Board or Town Manager in the performance of their respective duties to the public. These Committees have the powers and duties delegated to them in their specific charges. Committees may be called upon to represent the Town in dealing with other local, regional, or State agencies to the extent requested by their Appointing Authority. When doing so, they shall take positions on all issues consistent with the views of the Select Board and Town Manager, and they shall keep their Appointing Authority fully informed concerning their activities.

III. Officers of Committees, Boards, and Task Forces

Each Committee shall annually elect from among its members a Chair and a Clerk. Certain Committees may also find it desirable to elect a Vice-Chair who may act in the absence of the Chair. In the case of new Committees, or Committees that have become inactive, the Appointing Authority may appoint a chair pro-tem to serve until the Committee itself elects a Chair for the balance of the current year.

Except in unusual circumstances, the chairmanship and the clerkship should rotate yearly amongst the Committee membership.

IV. Open Meeting Law and Minutes

All Committees shall operate in accordance with the Open Meeting Law (MGL Ch. 39, sect. 23a-c) and shall keep minutes of their proceedings. Each Committee shall establish its own procedures for approval and submission of minutes to the Town House on a timely basis. Committees are strongly urged to prepare, review and approve minutes as expeditiously as possible in order to maximize the public’s access to information concerning Committee activity. In most instances, Committee minutes should be reviewed and approved within six weeks of the original meeting date. All Committees shall submit electronically a copy of approved minutes to the Town Clerk and to the Select Board immediately upon approval.

Committees are reminded that “draft” copies of the Committee’s minutes are considered a public record and must be made available to the public upon request, even when the Committee has not yet had the opportunity to review and adopt the minutes.

Upon the dissolution of any Committee, either by action of the Appointing Authority, or pursuant to an expiration date provided in the Committee's charge, all records, documents, correspondence and files concerning the Committee's work shall be promptly turned over to the Town Clerk for appropriate filing and archival storage.

V. Participation in Town Government

Effective Town government requires active and informed citizen participation. The work of every Committee is inter-dependent with that of others. To foster informed decision making in the Town, the Select Board and Town Manager believe it appropriate that every Committee have as full representation of its membership as possible at the following regular governmental functions:

- Town government Coordination Meetings (September & December)
- Finance Committee budget hearings
- Planning Board hearings on Town Meeting warrant articles
- Select Board's hearings on Town Meeting warrant articles
- Town Meeting

The objective is not to enforce uniformity or adherence to a majority view, but to assure understanding of all issues relating to the work of the Committee on which an individual serves and an understanding of Town government in general. Broad participation is essential to maintain an open Town Meeting and to avoid domination by those having only a limited range of knowledge or special interests.

VI. Conflict of Interest

All Committee members are subject to the requirements of Massachusetts General Laws, Chapter 268A, Conduct of Public Employees. The statute covers:

- (a) Gifts or receipt of compensation or gratuities from anyone other than the Town
- (b) Offers or promises to influence official acts
- (c) Financial interest in contracts or other particular matters
- (d) Acting as agent or attorney before a Town Committee
- (e) Unfair advantage in relation to a particular matter

If a prospective Committee member has any question concerning a potential conflict of interest under MGL [ch.Ch. 268A](#), the member shall raise the question in advance of appointment. Those members currently serving should discuss questions of conflict with the Committee chair and the Appointing Authority as soon as possible. The State Ethics Commission is a useful resource for information concerning the application of the law, and Committee members are expected to follow guidance provided by the State Ethics Commission. Subject to review by the State Ethics Commission, the Appointing Authority will make the final determination concerning conflict of interest, with the assistance of Town Counsel as appropriate.

In addition, all Committee members must avoid the appearance of conflict of interest in all matters coming before the Committee. Committee members shall seek guidance from the State Ethics Commission as appropriate, and file with their Committee chair and the Appointing Authority written notice of facts potentially creating the appearance of a conflict of interest as required.

VII. Appointment Policy and Procedures

(a) General

It is the policy of the Select Board and Town Manager to seek the best qualified persons to serve on each Committee. The Select Board and Town Manager will endeavor to develop a pool of persons interested in serving on each such Committee from at least the following sources:

1. ~~Green-card~~Volunteer cards on file
2. Personal knowledge
3. Recommendations from Town organizations or individuals
4. Suggestions from the Committee having a vacancy
5. Suggestion by prospective appointee(s)
6. Research of skills available in Town
7. Individual responses to publicity regarding vacancies (new ~~green-card~~volunteer cards)

It is the policy of the Select Board and Town Manager to enlarge the general pool of applicants through active solicitation of Town organizations and through publicity in the press and on community access television. The timing and extent of specific active solicitations shall be determined by the Appointing Authority based on its judgment as to appropriateness and need.

In accordance with the vote on Article 47 of the 1978 Annual Town Meeting, the Select Board and Town Manager shall make a special effort to seek out roughly equal numbers of women and men as candidates for appointments over which they have authority, and will make all possible efforts to seek out candidates –of diverse cultural, religious, socio-economic, national, racial and ethnic backgrounds, in addition to individuals with diverse sexual orientation, income, and ability/disability. The Select Board and Town Manager shall make appointments in accordance with the Massachusetts Equal Rights Amendment which states, in part, that “Equality under the law shall not be denied or abridged because of sex, race, color, creed, sexual orientation or national origin.”

Term of Office

8. Unless otherwise prescribed by statute, Town Meeting vote, or specific Committee charge, three years shall be the standard term of office for Committee members.
9. Except as provided in section VII(c) below, those appointed to a three-year term as a full member of a Committee shall be limited to two (2) full consecutive terms.
10. Except as provided in section VII(c) below, those appointed to a full-member Committee term of five (5) years or longer shall be limited to one (1) full term.
11. A partial term to fill a vacancy shall not be considered to be a full term.
12. Before reappointment to a second term, the individual contribution of the member’s value to the Committee and his or her attendance record shall be reviewed by the Committee chair. Attendance of less than 75% of all Committee meetings shall prejudice reappointment.
13. All terms, unless prescribed by statute, shall terminate at the end of the month following Town Meeting, or May 31st, whichever is earlier.
14. The terms of office on Committees shall be set on a staggered basis in the interest of fostering continuity of knowledge and experience on all Committees. The Appointing Authority shall determine the year in which a given term expires at the time of appointment.
Exception: *Ad hoc* committees appointed for a specific responsibility, at which time the charge to the Committee should include a specific time frame for submission of the Committee’s final report and dissolution of the Committee.
15. With the consent of the Committee Chair, a Committeecommittee member may take a leave of absence from Committee meetings and responsibilities not to exceed 90 days. For an absence longer than 90 days, the Committee member should resign and otherwise face removal under section VII(l) below.
16. Each Committee member shall hold office until his or her successor has been appointed and qualifies, unless his or her office shall become vacant by reason of resignation or removal.

17. In the event of a declared emergency and if the Moderator reschedules Town Meeting after May 31, all appointed members of committee whose terms would otherwise expire, shall remain in office until the close of the rescheduled Town Meeting.

(b) Appointments for Additional Terms

Members who have served a three-year term on the Records & Archives Committee may be re-appointed to additional terms indefinitely. For other Committees, the Appointing Authority may re-appoint a Committee member to serve one or more terms on the Committee beyond what is permitted under section VII(b) above where one or more of the following obtains:

1. Through service on the Committee, the member has developed extensive and valuable background knowledge and experience concerning specific matters before the Committee that are expected to be ongoing Committee matters in the future and which will be difficult adequately to pass on to new members.
2. A Committee member has skills and expertise, (such as an uncommon advanced degree in a field directly relevant to the Committee's charge) that make the member's continued service on the Committee of special value to the Town.
3. The departure of the member from the Committee will result in an absence of important institutional knowledge or know-how regarding the ongoing activities of the Committee that will not be furnished by other Committee members, such as where all members of the Committee would be new appointees if the member in question is not reappointed.

~~It is intended that re-appointments under this section VII(c) shall be rare. In each such case, the appointment shall specifically reference this section of this Appointment Policy.~~

(c) Dual Committee Appointments

In general, individuals shall be limited to service on only one Committee at a time, especially in the case of a statutory or regulatory Committee. However, the Appointing Authority may make exceptions, from time to time, on a case-by case basis. In addition, exceptions shall be made for instances in which, by law or specific Committee charge, a Committee member serves as a representative on another Committee (e-g-e-g., the Board of Health representative on the Council on Aging), or serves on a joint Committee formed from other Committees.

(d) Committee Transfers

In general, a member of one Committee shall only be considered for appointment to another Committee upon completion of the current Committee term of office.

(e) Eligibility for Appointment

All residents of the Town of Concord aged 18 and over are eligible for appointment, except the following:

1. Town employees whose service on a given Committee, in the judgment of the Appointing Authority, would create the appearance of a conflict of interest. Example: an employee of the Public Works Department should not be appointed to the Public Works Commission, but may, however, be appointed to the Council on Aging, Recreation Commission, or other Committee where appointment would not create an appearance of conflict.
2. The Town Manager, Concord Public School and CCRHS Administrators, and Town department heads (these individuals exert a significant influence over public policy by virtue of their positions, but may be eligible for ad hoc Committees where such representation is required by the charge). Additionally, municipal officials may serve on a committee where their office is specified as a member by the committee charge.
3. Elected Municipal Officials (Select Board, School Committee members, Town Moderator, Housing Authority Commissioners), except ~~that elected officials~~ that elected official may serve on temporary, ad hoc Committees.
4. Relatives, spouses, or business associates of existing Committee members whose appointment, in the judgment of the Appointing Authority, would create the appearance of a concentration of power or viewpoint or a conflict of interest.

(f) Criteria for Selection

Actual appointments from the pool of applicants shall be made by the Select Board and Town Manager on the basis of:

1. the level of applicant's interest in serving and interest in the work of the Committee;
2. the need for diversity on the Committee, taking into account the educational and professional background of the applicant, as well as the need for diversity among all committee members in terms of neighborhood representation, gender, age, and other demographic characteristics.
3. special skills needed by a particular Committee.

(g) Residency

In most instances, Committee members should be residents of the Town of Concord. There may be occasional exceptions when an individual's unique skill or experience supports the appointment of a non-resident and would be beneficial to the Committee's work; however, this should be relatively rare. Non-residents shall not be eligible for appointment to any Committee responsible for exercising statutory or regulatory authority.

In the event a Committee member becomes a resident of another community, the member or the Committee chair shall promptly notify the Appointing Authority. The Appointing Authority may, upon the request of the Committee chair, permit the non-resident member to continue to serve until the subsequent May 31, except in the case of statutory and regulatory Committees.

(h) Role of Committee in Appointments

Each Committee is expected to:

1. Encourage individuals to complete ~~green-card~~ volunteer cards
2. State the qualifications they are looking for in appointments
3. Make suggestions to the Appointing Authority on potential members

Committees may invite prospective members to attend meetings to familiarize themselves with the work of the Committee. Committees shall not make any representation to candidates concerning the likelihood of appointment nor provide their suggestions on candidates to the Appointing Authority with any rank order, nor take any vote with respect to candidates.

(i) Selection Procedures

1. The individual member and the Committee chair shall notify the Appointing Authority in writing as soon as a vacancy occurs.
2. A notice will be prepared for release to the press and for public posting pursuant to the 1996 Town Meeting vote under Article #12.
3. No action will be taken on a vacancy for at least two weeks after the announcement of the vacancy.
4. For Select Board appointments, nominations shall be made at one Board meeting, and formal action will not be taken until a subsequent Board meeting.
5. For Town Manager appointments that are approved by the Select Board, the request for appointment shall be made at one Board meeting, and action on the request shall be taken not later than the next Board meeting.
6. Except in unusual circumstances, the Appointing Authority shall endeavor to make appointments within two months of the announcement of a vacancy.

(j) Orientation Procedure

Upon appointment, all Committee members shall present themselves at the Town Clerk’s office in order to take the oath of office. The Town will provide the new Committee member with an informational packet referred to as the “Committee Handbook” which shall include: a copy of the Committee charge or relevant administrative code, and copies of the Open Meeting, Public Records, and Conflict of Interest laws.

It shall be the responsibility of the Committee chair to provide for the orientation of new members to familiarize them with the work of the Committee, current projects, and Town government operations in general as they may impact the Committee’s work.

(k) Removal from Committees

As provided in the Town Charter, the Select Board may remove, after such hearing as the Select Board deem advisable, any Committee members appointed by the Board. Further, the Town Manager may remove any Committee member appointed by the Town Manager for cause, with or without a hearing. “Cause” shall include, for example, the repeated failure to attend Committee meetings, the commission of an ethical violation (as found by the State Ethics Commission) or a violation of the Open Meeting Law, as found by the Office of the Attorney General, if the Town Manager believes such action to be necessary to preserve public confidence in Town government.

VIII. Conflicts with Law

In case of a conflict between any provision of this Appointment Policy and the laws of The Commonwealth of Massachusetts or the Town Charter, Massachusetts law or the Town Charter, as the case may be, shall take precedence.



Regional Housing Services Office

Serving Acton, Bedford, Concord, Lexington, Lincoln, Sudbury, Wayland, and Weston

Office Address: 37 Knox Trail, Acton, MA 01720
Phone: (978) 287-1092

Website: WWW.RHSOhousing.org
Email: INFO@RHSOhousing.org

November 15, 2021

To: Kerry Lafleur
From: Liz Rust
CC: Marcia Rasmussen
RE: Increase FY22 Revolving Fund total expenditure

Dear Kerry,

I am writing to request a FY22 budget adjustment of the RHSO Revolving Fund for \$50,000, from \$325,000 to \$375,000 to accommodate and increase in contracted services, which is fully offset by fees collected for those services.

2021 Annual Town Meeting under Article 14 approved a spending limit of \$325,000 for the RHSO Revolving Fund.

While the limit was set allowing for \$11,000 headroom from the \$314,000 RHSO approved budget, we have already surpassed that, and issued invoices to member communities for a total of \$25,200. These included work for Acton for Emergency Rental Assistance Program, Concord for the HPP development, and Lincoln for increase support for resale units. We are also planning additional work for Q3 and Q4.

I suggest we increase the spending limit to \$375,000, which gives us additional head room for the balance of the year. While we are constrained by the number of hours the RHSO contractors can work, so it can't go up too high, though we are hiring a new person so have more bandwidth this year – along with the ability to do more work.

Increasing the spending limit mid-year is allowed with Select Board and Finance Commitment. Under MGL Chapter 44, Section 53E 1/2, " ... *the limit on the amount that may be spent from a revolving fund may be increased with the approval of .. the board of selectmen and finance committee in a town.*"

Please let me know if I can support this request further in any way.

Sincerely,
Elizabeth Rust



Regional Housing Services Office

Serving Acton, Bedford, Concord, Lexington, Lincoln, Maynard, Sudbury, Wayland, and Weston

Office Address: 37 Knox Trail, Acton, MA 01720
Phone: (978) 287-1092

Website: WWW.RHSOhousing.org
Email: INFO@RHSOhousing.org

June 1, 2021

To: Kerry LeFleur

From: Liz Rust

CC: Stephen Crane, Marcia Rasmussen

RE: Request for Town Funds for Emerson Annex

Kerry,

I am writing to request \$85,000 of approved affordable housing funds for the buy-down preservation of the affordable housing restriction at Emerson Annex unit5.

Included in this package is the vote of the Select Board, the buyer P&S and Mortgage Commitment (name redacted).

The required backup documents are just now all available, as well as the seller readiness.

The check is payable to Dane, Brady and Haydon Attorneys at Law, escrow agent.

The approved funds for this initiative include up to \$10,000 for repairs. These are not complete and I will request those at a later time.

The closing is set for June 14, and I can pick the check up if that is helpful.



Regional Housing Services Office

Serving Acton, Bedford, Concord, Lexington, Lincoln, Maynard, Sudbury, Wayland, and Weston

Office Address: 37 Knox Trail, Acton, MA 01720

Phone: (978) 287-1092

Website: WWW.RHSOhousing.org

Email: INFO@RHSOhousing.org

May 3, 2021

To: Meredith Birdsall

From: Stephen Crane

CC: Marcia Rasmussen, Elizabeth Rust

RE: Emerson Annex Unit 5, Confirmation of Town funds

Dear Meredith,

This letter serves to confirm the town funds authorized to support the sale of Emerson Annex Unit 5.

1. Buy-down Funds: The Town will provide \$85,000 of funds to maintain the affordability of the home. These funds will be available for the closing, payable to Dane, Brady and Haydon Attorneys at Law, escrow agent. A copy of the executed Purchase and Sales contract, and mortgage commitment letter for the buyer is required prior to requesting the funds.
2. Renovation Amounts: The Town will reimburse you up to \$10,000 for the approved renovations, in accordance with the attached letter, payable upon receipt of paid invoices for work completed for floors, electric, windows and blinds. These funds will be provided to you upon receipt of the invoices, and a W9 form. These amounts must be handled outside the purchase price and P&S amounts.

I have attached a copy of the Select Board minutes, authorizing the expenditure.

Sincerely,

Stephen Crane
Concord Town Manager

**TOWN OF CONCORD
SELECT BOARD
MINUTES
FEBRUARY 22, 2021**

Regional Housing Services Office Q2 Report

Elizabeth Rust, Director of Regional Housing Services Office (RHSO), presented the [quarterly status reports](#) which identify RHSO administrative activity, programs in progress, specific monitoring requirements, the HOME program activities, and any local support. Each report contains a recap of the allocation of hours by staff between each community. Concord makes up approximately 15% of the staff time of RHSO.

Select Board members questioned why the Town does not offer an emergency rental relief program. Ms. Rasmussen and Ms. Rust noted that there are several other human services programs in town that offer assistance, and when residents were surveyed in 2020, there was not a notable need for rental assistance.

Review Junction Village Christopher Heights Open Space Task Force Charge

Ms. Escobedo proposed making changes to the Junction Village Open Space Task Force charge, given that the initial charge was written several years prior and the conditions of the project have changed. The Select Board has only recently started appointing members to this committee. Ms. Rasmussen and Ms. Escobedo [proposed changes to the charge](#), including extending the committee membership beyond its initial planned expiration date of 2021.

Select Board members suggested that Ms. Escobedo incorporate the suggestions made at the meeting and prepare final revisions ahead of the March 1 Select Board meeting.

Discussion of Emerson Annex Unit #5

Elizabeth Rust, Director of Regional Housing Services Office, reported that there is a unit in the Emerson Annex building that is available and that the Town would need to act in order for the unit to remain affordable. The Town has the option to continue to preserve the affordability of this unit. The appraisal of the unit at market rate was \$600,000. The eligible purchaser price of the unit is \$249,200. In order to preserve the affordability of this unit, DHCD would need to contribute \$24,600, and the Town of Concord would need to contribute \$85,000.

Upon a motion duly made and seconded, it was UNANIMOUSLY

VOTED: to award \$100,000 from available affordable housing funds which would include the purchase price for this unit, Emerson Annex Unit #5, for \$85,000.00, and up to \$15,000.00 for renovations.

Roll call vote

Ms. Escobedo: Aye

Ms. Ackerman: Aye

Ms. Bates: Aye

PURCHASE AND SALE AGREEMENT

From the Office of
Dane Brady & Haydon, LLP
37 Main Street
Concord, MA 01742

05/03/2021

This day of March, 2021

1. PARTIES AND MAILING ADDRESSES

(All in)

Meredith K. Birdsall, Personal Representative of the Estate of Caroline L. Birdsall (see Middlesex County Family & Probate Court Docket No. MI20P0400EA)

hereinafter called the SELLER, agrees to SELL and



2. DESCRIPTION

(All in and include title reference)

hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises:

Unit 5 (the "Unit") in the Emerson Annex Condominium (the "Condominium") created pursuant to Chapter 183A of Massachusetts General Laws (the "Act") by Master Deed dated October 21, 1988, recorded with Middlesex South District Registry of Deeds in Book 19420, Page 493, as may be amended, (the "Master Deed") together with (a) the undivided percentage interest as set forth in the Master Deed in both the common areas and facilities of the Condominium and the organization of unit owners through which the Condominium is managed and regulated, (b) the exclusive right to use parking spaces, and storage areas, if any, assigned to the Unit, and (c) such other rights and easements appurtenant to the Unit as may be set forth in any document governing the operation of the Condominium, including without limitation the Master Deed, the By-laws of the organization of unit owners, and any administrative rules and regulations adopted pursuant thereto (all of which are hereinafter referred to as the "Condominium Documents"). The above-described premises are those conveyed by a deed recorded with said Deeds in Book 24209, Page 97.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

Included in the sale as a part of the Unit are the fixtures belonging to the Seller and used in connection therewith. The extent to which any of such fixtures belong to the Seller may be governed in part by provisions contained in the Condominium Documents. Included in the sale are the existing washer, dryer and refrigerator, all in "as is" condition.

4. TITLE DEED

(All in)

*Include here by specific reference any restrictions, easements, rights and obligations in party walls not included in (b), leases, municipal and other liens, other encumbrances, and make provision to protect SELLER against BUYER's breach of SELLER's covenants in leases, where necessary.

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven calendar days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except

- (a) Provisions of existing building and zoning laws;
- (b) Such taxes for the then current fiscal year as are not due and payable on the date of the delivery of such deed;
- (c) Any liens for municipal betterments assessed after the closing date;
- (d) The provisions of the Act and the Condominium Documents including without limitation all obligations of the unit owners to pay a proportionate share of the common expenses of the Condominium;
- (e) All restrictions, easements and encumbrances referred to in the Condominium Documents;
- (f) Easements restrictions and reservations of record, if any, so long as the same do not prohibit or interfere with the current use of said premises;
- (g) The provisions of the deed recorded with said Deeds at Book 24209, Page 97.

PLANS

If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.

REGISTERED TITLE

In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

PURCHASE PRICE

(fill in); space is allowed to write out the amounts if desired

The agreed purchase price for said premises is Two Hundred Forty-Nine Thousand Two Hundred and No/100 (\$249,200.00), dollars of which

\$	1,000.00	have been paid as a deposit this day; and
\$	248,200.00	are to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check, or by wire or attorney's conveyancing account check drawn on a Greater Boston area bank
\$		
\$	249,200.00	TOTAL



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8. TIME FOR PERFORMANCE; DELIVER OF DEED *(fill in)* Such deed is to be delivered at 10:00 o'clock A.M. on the 14th day of June, 2021, at the office of the Buyer's attorney, unless a different time and place is mutually agreed in writing. It is agreed that time is of the essence of this agreement.
9. POSSESSION AND CONDITION OF PREMISES. *(attach a list of exceptions, if any)* Full possession of said premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled personally to inspect said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.
10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM *(Change period of time if desired.)* If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of up to thirty calendar days. As used herein, the term "reasonable efforts" shall not require the Seller to expend more than one-half of one percent of the sale price to comply with the terms of this paragraph, exclusive of mortgages, taxes and other voluntary liens.
11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc. If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the organization of unit owners shall fail to agree, within the time period set forth in the Act, if applicable, to proceed with such repair or restoration as may be necessary for such purposes, or shall expressly agree not to so proceed, or the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then at the option of the buyer any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.
12. BUYER'S ELECTION TO ACCEPT TITLE The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against by the organization of unit owners or by the SELLER shall, on delivery of the deed, unless said premises have previously been restored to their former condition, pay over or assign to the BUYER all amounts recovered or recoverable by the Seller on account of such insurance and give the BUYER a credit against the purchase price equal to any amounts otherwise so recoverable which are retained by the holder of a mortgage on the Unit, less any amounts reasonably expended by the SELLER for any partial restoration. Notwithstanding any language above to the contrary if the unit is damaged and not restored to its original condition this agreement will be voidable at the option of the Buyer.
13. ACCEPTANCE OF DEED The acceptance and recording of a deed by the BUYER or her nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.
14. USE OF MONEY TO CLEAR TITLE To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed; provided, however, discharges of institutional mortgages may be recorded after closing in accordance with local conveyancing practices.
15. INSURANCE **Insert amount (list additional types of insurance and amounts as agreed)*
- | | |
|--|--|
| The SELLER represents that at the time of execution of this agreement, the organization of unit owners maintains insurance with respect to the Condominium as follows: | |
| <i>Type of Insurance</i> | <i>Amount of Coverage</i> |
| (a) Fire and Extended Coverage | § As now Insured and as required by the applicable Condominium documents |
| (b) | |
- Until the delivery of the deed, the SELLER shall maintain any supplemental insurance now in effect covering the Unit itself and any fixtures therein.
16. EVIDENCE OF INSURANCE At the time of the delivery of the deed, the SELLER shall deliver to the BUYER a certificate of the Condominium



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insurance referred to in clause 15 as then in effect. The procuring of any supplemental insurance shall be at the option and sole expense of the BUYER.

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17. ADJUSTMENTS
(list operating expenses, if any, or attach schedule)
- Taxes for the then current fiscal year and common expenses shall be apportioned and fuel value shall be adjusted, as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed. The conveyance of said premises shall be deemed to include the SELLER's allocable share of any working capital or other reserve funds held by the organization of unit owners, without adjustment or payment of any additional consideration by the BUYER.
18. ADJUSTMENT OF UNASSESSED AND ABATED TAXES
- If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless here in otherwise agreed.
19. BROKER'S FEE
(fill in fee with dollar amount or percentage; also name of Brokerage firm(s))
- ~~A Broker's fee for professional services of _____ percent of the Purchase Price hereunder is due from the SELLER to _____ but only if, as, and when the full purchase price is paid by the Buyer, the deed accepted and recorded and not otherwise. [INTENTIONALLY DELETED]~~
20. BROKER(S) WARRANTY
(fill in name)
- ~~The Broker(s) named herein warrant(s) that the Broker(s) is(are) duly licensed as such by the Commonwealth of Massachusetts. [INTENTIONALLY DELETED]~~
21. DEPOSIT
(fill in name)
- All deposits made hereunder shall be held in escrow by Dane Brady & Haydon, LLP, as escrow agent subject to the terms of this agreement and shall be duly accounted for at the time for performance of this agreement. In the event of any disagreement between the parties, the escrow agent may retain all deposits made under this agreement pending instructions mutually given by the SELLER and the BUYER.
22. BUYER'S DEFAULT; DAMAGES
- If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages and as Seller's sole and exclusive remedy at law or in equity. See also Rider A, Paragraph 9.
23. RELEASE BY HUSBAND OR WIFE
- The SELLER's spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said premises.
24. BROKER AS PARTY
- ~~The Broker(s) named herein join(s) in this agreement and become(s) a party hereto, insofar as any provisions of this agreement expressly apply to the Broker(s), and to any amendments or modifications of such provisions to which the Broker(s) agree(s) in writing. [INTENTIONALLY DELETED]~~
25. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc.
- If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.
26. WARRANTIES AND REPRESENTATIONS
(fill in); if none, state "none"; if any listed, indicate by whom each warranty or representation was made
- The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by the SELLER:
- None
27. MORTGAGE CONTINGENCY CLAUSE
(omit if not provided for in Offer to Purchase)
- In order to help finance the acquisition of said premises, the BUYER shall apply for a conventional bank, or other institutional mortgage loan of not more than \$225,000.00 at prevailing rates, terms and conditions. If despite the BUYER's diligent efforts a written commitment for such loan, not subject to items beyond Buyer's reasonable control, cannot be obtained on or before June 1, 2021, the BUYER may terminate this agreement by written notice to the SELLER and/or the Broker(s), as agent(s) for the SELLER, prior to the expiration of such time, whereupon any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto. In no event will the BUYER be deemed to have used diligent efforts to obtain such commitment unless the BUYER submits one complete mortgage loan application conforming to the foregoing provisions within two business days of receipt of the fully signed P&S.



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28. CONSTRUCTION OF AGREEMENT

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and cures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.

29. LEAD PAINT LAW

The parties acknowledge that, under Massachusetts law, whenever a child or children under six years of age resides in any residential premises in which any paint, plaster or other accessible material contains dangerous levels of lead, the owner of said premises must remove or cover said paint, plaster, or other material so as to make it inaccessible to children under six years of age.

30. SMOKE AND CARBON MONOXIDE DETECTORS

The SELLER shall, at the time of the delivery of the deed, deliver a certificate from the fire department of the city or town in which said premises are located stating that said premises have been equipped with approved smoke detectors and carbon monoxide detectors in conformity with applicable law.

31. ADDITIONAL PROVISIONS

At the time of the delivery of the deed, the SELLER shall deliver to the BUYER a statement from the organization of unit owners in recordable form and setting forth, in accordance with Section 6(d) of the Act, that there are no outstanding common expenses assessed against the Unit as of said time.

The additional provisions set forth in Rider A and Rider B attached hereto are incorporated herein by this reference.

FOR RESIDENTIAL PROPERTY CONSTRUCTED PRIOR TO 1978, BUYER MUST ALSO HAVE SIGNED LEAD PAINT "PROPERTY TRANSFER NOTIFICATION CERTIFICATION"

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

Elizabeth Galligan
05/09/21 3:56 PM EDT
ICWX-RR34-KCRH-BKRN

ER Elizabeth Galligan

Meredith K. Birdsell
SELLER Meredith K. Birdsell, Personal Representative

ER _____
SELLER _____



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RIDER A TO PURCHASE AND SALE AGREEMENT

58 Stow Street, #5, Concord, Massachusetts

1. **PREMISES BEING SOLD AS IS.** Except as expressly set forth herein to the contrary, Buyer acknowledges Buyer is buying the premises in an "as is" condition as of the date hereof and that Buyer is satisfied with the condition of the premises and is satisfied as to the working order of all mechanical, electrical, heating and other systems and services in the premises. Seller has made no warranties or representations on which the Buyer has relied (except as otherwise specifically set forth in this Agreement) with respect to the premises, and it is the understanding of the parties that the entire agreement of the parties with respect to the transaction which is set forth in the Agreement is fully and completely set forth in the Agreement. Buyer's agreement hereunder shall survive the delivery of the deed.
2. **INTEGRATION.** This agreement supersedes all prior agreements, memoranda and other understandings between the parties with respect to this transaction and represents the complete and full agreement of the parties hereto except as this Agreement may be hereinafter modified or altered by written agreement signed by the parties hereto. All prior offers, agreements and memoranda, including any Contract (Offer) to Purchase, and any Statement of Condition and Seller's Disclosure Statement, with respect to the transactions contemplated hereby shall be null and void and of no further effect.
3. **ACCESS.** The Buyer, and Buyer's duly authorized agents, shall have the right of access to the premises prior to the performance date hereunder for the purpose of taking measurements, planning, or showing the premises to prospective mortgage lenders and appraisers. Said right of access shall be exercised only at reasonable times, in a reasonable manner and no more than three (3) visits after reasonable notice thereof to the Seller and in the presence of the Seller. Buyer shall indemnify and hold Seller harmless for any damage, injury, claim or cost resulting from Buyer's or Buyer's agents, guests or invitees' access to the premises. Buyer's agreement hereunder shall survive the delivery of the deed.
4. **AGREEMENT NOT TO BE RECORDED.** This Agreement is not to be recorded or filed in any registry of deeds or other public filing office, and such recording or filing of the same by the Buyer shall constitute an act of default hereunder. In the event of such recording or filing, the Seller may, at their option, elect to terminate this Agreement by recording or filing a statement of such election in the registry of deeds or other public office where this Agreement may have been recorded or filed by or on behalf of the Buyer.
5. The BUYER warrants and represents to the SELLER and the SELLER represents and warrants to the BUYER that neither has dealt with any broker or other person entitled to a broker's commission in connection with the negotiation or execution of this Agreement or the consummation of the transaction contemplated hereby and each agrees to hold the other harmless and indemnify the other against all damages, claims, losses and liabilities, including legal fees, incurred by the other, arising out of or resulting from the failure of its representation and warranty. This provision shall survive the closing hereunder.
6. **TITLE.** Except as agreed to hereunder, any matter or practice arising under or relating to this agreement which is the subject of a title standard or a practice standard of The Real Estate Bar Association for Massachusetts



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at the time for delivery of the deed hereunder shall be covered by said title standard or practice standard to the extent possible.

7. NOTICES. All notices required or permitted to be given hereunder shall be in writing and delivered by hand, by telecopier or email with confirmation of receipt, or mailed postage prepaid, by registered or certified mail. Notice to Seller shall be provided to the Seller at address in Paragraph 1, with a copy to Seller's attorney, Trevor A. Haydon, Esq., Dane Brady & Haydon, LLP, 37 Main Street, Suite 2, Concord, MA 01742, e-mail: thaydon@danelaw.com and notice to Buyer shall be provided to the Buyer with a copy to Buyer's attorney, Daniel W. Murray, Esq., 39 Union Avenue, Sudbury, MA 01776, email: carol@danielmurraylaw.com. Notice shall be deemed to have been given as of the time of delivery or receipt, except that any notice mailed in accordance herewith shall be deemed to have been given as of the date of mailing if received within three days thereof.


8. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. Said counterparts shall constitute but one of the same instrument and shall be binding upon each of the undersigned individually as fully and completely as if all had signed but one instrument. Facsimile signatures shall be deemed originals for purposes hereof and the fact that Buyer and Seller may sign separate signature pages shall not affect the validity of this Agreement.

9. LIQUIDATED DAMAGES. The parties acknowledge and agree that the Seller has no adequate remedy in the event of the Buyer's default under this Agreement because it is impossible to calculate exactly the damages which would accrue to Seller in such event. Therefore, acknowledging this fact the Buyer and Seller agree that (i) the deposit hereunder is the best estimate of such damages which would accrue to Seller in the event of a default by Buyer, (ii) said deposit represents damages and not a penalty against Buyer, and (iii) the Parties have been afforded the opportunity to consult an attorney with regard to the provisions of this paragraph.

10. This transaction is subject to approval of Buyer by Massachusetts Department of Housing and Community Development.

11. Buyer is aware and accepts the use and transfer restrictions and will certify as such by completing the First Time Homebuyer Disclosure Form.

12. Seller's obligations hereunder are contingent upon obtaining a license to sell from the Middlesex Probate and Family Court authorizing the sale of the premises in accordance with the terms of this agreement.


Elizabeth Galligan, Buyer

ds1008 verified
05/03/21 3:56 PM EDT
B1UV-8TKA-V3FM-FDIE


Meredith K. Birdsall, Personal Representative, Seller


05/03/21
3:56 PM EDT
ds1008 verified

RIDER "B"
TO PURCHASE AND SALE AGREEMENT
ADDRESS: 58 STOW STREET # 5, CONCORD, MA
SELLER: ESTATE OF CAROLINE L. BIRDSALL
BUYER: ELIZABETH GALLIGAN

This document, Rider "A", along with the Standard Form Purchase and Sale Agreement and any other attachments/addendums, if any, are all collectively referred to as "the Agreement" and are executed contemporaneously. In the event of conflict among said documents, Rider "A" shall control.

- 1 **LIMITED POWER OF ATTORNEY FOR EXTENSIONS:** By executing this Agreement, the Buyer and SELLERS grant their attorneys the actual authority to bind them for the sole limited purpose of allowing them to grant extensions, and the SELLERS and the Buyer shall be able to rely upon the signatures of said attorneys as binding unless they have actual knowledge that the principals have disclaimed the authority granted herein to bind them. Further, for purposes of the Agreement, facsimile and email/fax signatures shall be binding.
- 2 **SELLER'S DOCUMENTS:** At the closing for the Premises, SELLERS shall deliver a satisfactory Title 5 Certificate, if applicable, a final reading for all municipal utilities (water, sewer, electric, trash), if applicable. SELLERS also agrees to execute any and all reasonable documents customarily required by the closing attorney including but not limited to: UFFI Certification, Name Affidavits, Form 1099-S, Mechanic's Lien Certificate, HUD Settlement Statement and Addendum, Compliance Agreement, Certificate of Non-foreign Status, Request for SELLERS's Taxpayer Identification number and forwarding address, Municipal Lien Proration Agreement, and Smoke Detector Certification and Indemnification Agreement as well as a Homestead Affidavit. And any all affidavits, documents and certificates required by BUYER's mortgage and/or BUYER's title insurance company.
- 3 **BROOM SWEEP:** On the closing date and upon recording of the deed, SELLERS shall deliver possession of the premises, including, without limitation, closets, attic, basement, crawl spaces, under-porch/deck areas, yard area shed(s) and garage, to Buyer in broom swept and clean condition, free of all debris, including building materials such as lumber, insulation and the like, paints, solvents, and chemicals, reasonable use and wear thereof excepted, with all SELLERS's property not included in the sale having been removed. SELLERS shall also deliver all remaining keys to the premises in the possession or under the control of the SELLERS.
- 4 **COOPERATION OF THE PARTIES:** BUYERS and SELLERS agree to act at all times in good faith, and both parties agree to cooperate fully with each other.
- 5 Paragraph Ten (10) of this Agreement shall be construed to apply to matters affecting title, the physical condition of the Premises and compliance of the Premises with municipal, county, state or federal codes, ordinances, statutes or regulations concerning the Premises and to which the Premises are subject under the terms of this Agreement. Paragraph Ten (10) of this Agreement shall not, however, be construed to excuse SELLER from vacating the Premises at the time set for Closing for reasons such as unavailability of movers, inconvenience or other such delays in performance hereunder.

SELLERS Initials _____

1

Buyers' Initials _____



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- 6 In the event any apportionment/adjustment pursuant to Paragraph 17 are, within sixty (60) days subsequent to the Closing, found to be erroneous, then either Party hereto who is entitled to additional monies shall invoice (along with reasonably detailed back-up data) the other Party for such additional amounts as may be owing, and such amounts shall be paid, with good funds, within ten (10) days from the date of the invoice. The provisions of this Paragraph shall survive delivery of the Deed hereunder for ninety (90) days.
- 7 SELLER shall execute the Deed as a P.R. of the Estate of Caroline L. Birdsall and not under a Power of Attorney.
- 8 The Parties agree and understand that in the event the Closing is held at a place other than the appropriate County Registry of Deeds where the Premises is located, the SELLER'S proceeds will be held in escrow by SELLER'S attorney or broker until such time as the Deed and other Closing documents to be recorded are in fact placed on record at said Registry of Deeds.
- 9 The SELLER represents to the best of SELLER's knowledge and belief, that the following information is true and accurate as of the date of this Agreement and shall remain true and accurate as of the date of Closing:
- (a) other than reasonable quantities of normal household products, there has been no release of any toxic or hazardous substances (as same is contemplated by MGL Ch. 21E);
 - (b) SELLER has complete and unencumbered ownership of all fixtures, fittings and equipment located in the Premises;
 - (c) there is no pending bankruptcy, mortgage foreclosure, or other proceeding which might in any material way impact adversely on SELLER's ability to perform under this Agreement;
 - (d) SELLER is not aware of any suits, actions, orders, decrees, claims, writs, injunctions or proceedings pending or threatened against the SELLER or affecting all or any part of the Premises or the operation thereof before any court or administrative agency or officer which, if adversely determined, would have material adverse effect upon the Premises;
 - (e) SELLER represents that SELLER has no knowledge of any municipal betterments affecting the Premises approved, pending, proposed or contemplated by the City or Town where premises is located in Massachusetts which is likely to result in an assessment against the Premises;
 - (f) that at the time of the Closing, except as specifically provided for herein, there will be no contracts, oral or in writing, involving the Premises which will be binding upon BUYER or affect the Premises in any manner;
- 10 Both BUYER and SELLER hereby acknowledge that they have been offered the opportunity to seek and confer with qualified legal counsel of their choice prior to signing this Agreement.
- 11 In the event of the death of The Buyer prior to closing, this Agreement may be terminated by Buyer's representative, and all deposits returned to Buyer's representative without recourse.
- 12 BUYER's submission of a single mortgage loan application to one bank or other institutional lender shall satisfy BUYER's obligation hereunder to use diligent efforts to obtain mortgage financing) As used in this Agreement, the term "commitment" shall mean a written commitment from a bank or other institutional lender for mortgage financing on the same terms for which the BUYER applied and subject to only those matters within the control of the borrower. (including valuation at the purchase price or greater).

SELLERS Initials

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Buyers' Initials



13 In the event that the time for closing shall be extended pursuant to the provisions of paragraph 10 hereof, and, if after Buyer's diligent efforts to extend the Buyer's mortgage commitment, on the same terms, including without limitation, the same interest rate, and without the payment of any additional fees, the Buyer may, by notice to Seller, terminate this Agreement, whereupon all deposits made hereunder by the Buyer, together with all interest thereon, if any, shall be returned to Buyer and this Agreement shall be void and without recourse to the parties hereto.

14 Intentionally omitted.

15 The premises shall not be deemed to conform with the requirements of this agreement, unless:

- (a) all buildings, structures and improvements, including but not limited to any wells, driveways, garages and cesspools, and all means of access to the premises are located completely within the boundary lines of said premises and do not encroach upon or under the property of any other person or entity notwithstanding any easement which might otherwise permit such an encroachment;
- (b) no building, structure or improvement of any kind belonging to any other person or entity encroaches upon or under said premises;
- (c) the premises comply with the zoning ordinances of the city or town in which the premises are located and the provisions of Massachusetts General Laws Chapter 40A or are validly nonconforming;
- (d) the premises either abut a public way or have the benefit of record of a right of way over private ways leading to a public way;
- (e) the premises are serviced by all usual and customary utilities, including electric, gas (if applicable), telephone, municipal water and sewer (unless there is a private septic system) and the premises are not in a flood hazard area which would require flood insurance for the benefit of the BUYER's lender, if any, or within any locally designated wetlands area; and
- (f) title to the premises is insurable with a title insurance company at ordinary rates for the benefit of the BUYER in a fee owner's policy in the American Land Title Association form currently in use subject only to standard printed exceptions and those matters set forth in paragraph 4, above. This provision does not alter Seller's obligation to deliver good and clear record and marketable title as provided in paragraph 4.

16 The Buyer and Seller acknowledge that they have been informed that the Buyer's attorney may be asked to provide legal services on behalf of the mortgage lender for the mortgage loan closing in addition to the representation of the Buyer in this transaction, and that both Buyer and Seller have no objection to and consent to this dual representation of Buyer and Lender, by Buyer's attorney.

17 At the Closing, SELLER shall assign to BUYER (non-recourse to SELLER), if assignable at no additional cost to SELLER, any and all service contracts, warranties and/or guarantees, if any, covering any and all systems, fixtures, equipment and appliances in connection with the subject Premises. SELLER will also provide BUYER, at Closing, with all keys, automatic garage door openers and with all manuals and other information in SELLER's possession and/or control regarding any and all systems, fixtures, equipment and appliances used in connection with the Premises.

SELLERS Initials

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Buyers' Initials



18 The Buyer's obligation to perform under the terms of this agreement are contingent upon an appraisal from Buyer's lender evidencing a value of the purchase price or greater.

19 FOREIGN PERSONS

SELLER represents that SELLER is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code of 1986, as amended, and agrees to deliver to BUYER, at or before the Closing, an executed "non-foreign" affidavit in compliance with the I.R.C. Section 1445(b)(2) and the regulations thereunder

20 ACCEPTANCE OF TITLE SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD

In the event this Agreement contains any provision that the Buyer shall accept the title of the Seller subject to easements and restrictions of record, if any, then such acceptance of title subject to easements and restrictions shall be limited to those of record, if any insofar as they may be in force and effect, which do not adversely affect the premises for use as a residential condominium unit by the buyers and which are:

- (a) acceptable to the Buyer's lender granting financing for the premises;
- (b) give no rights to anyone to enter upon, cross or use any portion of the premises other than standard utility easements and rights set forth in the Master Deed and Unit Deed;
- (c) have been duly satisfied of record at or prior to the closing in the event consent(s) or approvals are needed; and
- (d) have been duly complied with of record (without limitation, a certificate of compliance) at or prior to the closing in the event any order of condition or any other state, county, or municipal (or any subdivisions thereof) requirements in connection with the premises

21 Seller represents that with respect to any work Seller has caused to be undertaken at the Premises, such work was performed pursuant to building permits, if so required by the municipality, with said permits having received final sign-off and closure by the Building Inspector and that the Seller has no knowledge of any "open" building permits. In the event that there are such "Open" building permits, then the Seller shall obtain a final sign-off by the Building Inspector for said "Open" permits. In the event that the Seller has caused work to be done to the premises without obtaining the requisite permits, then Seller shall obtain final sign-off by the Building Inspector.

22. Seller is not aware of any special assessments presently in place nor proposed by the Condo Association.

23. Buyer's obligation to proceed under the term of this agreement are subject to a satisfactory review of all Condominium Documents including a budget and condo meeting minutes, if available. This contingency shall expire May 7, 2021.

SELLER:

BUYER:

Meredith K. Brubaker

Elizabeth Galligan
dotloop verified
05/03/21 3:55 PM EDT
85M+97FC-2802-USU6

SELLERS Initials

MB

4

Buyers' Initials

EJ
05/03/21
3:56 PM EDT
dotloop verified

SELLERS Initials mls

Buyers' Initials  _____
05/20/21
3:55 PM EDT
eScrip verified

58 Stow Street, #5, Concord, Massachusetts

Prior to closing:

1. Seller to install Hunter Douglas blinds on 12 windows at the premises;
2. Seller to replace mechanism (balances) on window that slams to ensure safe opening and closing;
3. Seller to replace screening in about four screens that had holes in them.

Elizabeth Galligan dotloop verified
05/01/21 3:56 PM EDT
CLM-DANU-DSMS-3CC

Elizabeth Galligan, Buyer

Meredith K. Birdsall

Meredith K. Birdsall, Personal Representative,
Seller

Mortgage Loan Commitment

Lender

Citizens Bank, N.A.
One Citizens Plaza
Providence, RI 02903

Borrower

[REDACTED]
apt 7
Concord, MA 01742

Date: May 30, 2021**Loan Number:** 0040167553**Property Address:** 58 Stow Street, Unit # 5, Concord, MA 01742

It is a pleasure to notify you that your application for a first mortgage loan has been approved subject to the terms and conditions set forth in this commitment letter.

Please sign, date and return Lender's copy of this Commitment, along with any required fees and items requested, to the Lender at the following address, within 10 days of the date listed above, or at the option of Lender, this Commitment shall become null and void. Should you have any questions, please contact: Edward Larkin by phone at (603)533-1087 or by mail at One Citizens Plaza, Providence, RI 02903.

This commitment is subject to compliance with the conditions herein. This commitment will expire on 08/05/2021. This means that your loan must close and fund prior to the commitment expiration date and, if the rate is locked, prior to the rate lock expiration date. The Lender reserves the right to terminate this commitment prior to the settlement of the loan in the event of an adverse change in your personal or financial status, or if the improvements on the property are damaged by fire or other casualty. This commitment agreement is binding on both parties.

Loan Details.

Loan Amount:	\$224,280.00	% of Loan Amount (Points)	\$_____
Initial Interest Rate:	3.125%		
Loan Term:	360 months		
Purpose:	Purchase		
Product:	Conventional 30yr Fixed		
Loan Type:	Conventional		
Lien Position:	First Lien		
Property Type:	Condominium		
<input checked="" type="checkbox"/> Lender credits for interest rate	\$841.05		

Loan Originator Identifier: 448298**Loan Origination Company Identifier:** 433960

The following terms will apply to the loan you have applied for:

Interest Rate and Points:

For information regarding your interest rate and points please reference the rate lock agreement which will be or has been provided to you.

Fees. For Fees applicable to your loan, please refer to your Loan Estimate.



Regional Housing Services Office

Serving Acton, Bedford, Concord, Lexington, Lincoln, Maynard, Sudbury, Wayland, and Weston

Office Address: 37 Knox Trail, Acton, MA 01720
Phone: (978) 287-1092

Website: WWW.RHSOhousing.org
Email: INFO@RHSOhousing.org

July 19, 2021

To: Kerry LeFleur

From: Liz Rust

CC: Stephen Crane, Marcia Rasmussen

RE: Request for Town Funds for Emerson Annex

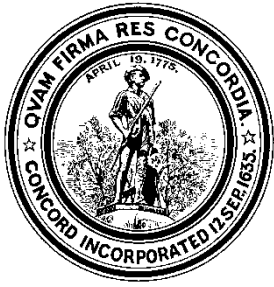
Kerry,

I am writing to request the remaining \$10,000 of approved affordable housing funds for the approved repairs as part of the buy-down preservation of the affordable housing restriction at Emerson Annex unit5.

Included in this package is the letter from the town, the request from seller, receipts and W9.

According to my records, there still remain funds available in the 2019 ATM, article 23 account.

The check is payable to Estate of Caroline Birdsall, and sent to them directly.



TOWN OF CONCORD

Department of Planning and Land Management

141 Keyes Road - Concord, MA - 01742

Phone: 978-318-3290

February 24, 2021

Meredith K. Birdsall, Co-executor
Estate of Caroline Birdsall
Unit #5 Emerson Annex
58 Stow Street
Concord, MA 01742

Re: Confirmation of reimbursement for repairs to Unit #5

Dear Meredith,

Thank you for providing an estimate for the costs of painting, floor refinishing and electric repairs to Unit #5 in the Emerson Annex. This letter serves as confirmation that the Town of Concord Select Board authorized funds for the cost of repairs to the unit and that the Town will reimburse you for those repairs as provided in your estimate sent to RHSO Director Elizabeth Rust, in the amount of \$6,100.00.

Recognizing that there could be additional items discovered during these repairs related to painting, floor refinishing and electrical repairs, additional funds would be available as needed up to a total of \$10,000 upon receipt of any additional estimates and/or invoices.

Sincerely,

Marcia Rasmussen
Director of Planning & Land Management

To: Town of Concord

From: Meredith Birdsall

Meredith Birdsall

Date: ~~July 15, 2021~~
July 15, 2021

Estate of Caroline Birdsall
Meredith Birdsall, Personal Representative

Expenses incurred to make ready for sale, up to \$10,000.00 authorized for reimbursement
58 Stow Street Unit 5

	Provider	Cost
1 New window blinds	WTI Blinds	2889.38
2 Refinish floors/paint	Pro Clean LLC	5500.00
3 Supplies for repairs/paint	Rockys	34.03
	Rockys	174.55
	Home Depot	160.63
4 Electric repair	Bryan Cerullo, electrician	250
5 Window repair	Derrick Brown	245
6 Window repair	Good Windows Works	585
7 Cracked window replacement	Good Windows Works	399 Due to Rockys repair/paint
Total Expenses		10237.59

Please make check payable to Estate of Caroline Birdsall
Meredith Birdsall, Personal Representative

From: Elizabeth Rust <liz@rhsousing.org>
Sent: Tuesday, October 26, 2021 1:19 PM
To: Stephen Crane <scrane@concordma.gov>
Cc: Kerry LaFleur <klafleur@concordma.gov>; Marcia Rasmussen <mrasmussen@concordma.gov>
Subject: Town Affordable Housing Funds

Stephen,

As mentioned earlier, there is \$5,000 to be returned to the uncommitted balances for the Emerson Annex preservation project. I understand the Select Board will need to authorize this return.

The Select Board authorized \$100,000 - \$85,000 for the buy-down and up to \$15,000 for repairs, of which \$10,000 were expended.

The Project is complete and the new buyer closed on the condo in June. The repairs were completed and paid out in August.

This allows \$5,000 to return to uncommitted funds.

Please let me know if there is more information needed.

Liz

Elizabeth Rust
Director
liz@RHSOhousing.org
Regional Housing Services Office (RHSO)
37 Knox Trail, Acton MA 01720

**TOWN OF CONCORD
SELECT BOARD
MINUTES
FEBRUARY 22, 2021**

Pursuant to notice duly filed with the Town Clerk, the Concord Select Board convened in a meeting via video conference call on February 22, 2021 at 4:00pm.

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

Call to Order

Roll call vote

Ms. Escobedo: Present
Ms. Ackerman: Present
Ms. Bates: Present
Ms. Hotchkiss: Present
Mr. Johnson: Present

Consent Agenda

- Town Accountant Warrants – February 18, 2021
- Minutes to approve: January 4, 2021; January 11, 2021
- Gift Acceptance: Concord-Carlisle Youth Baseball donation of backstop padding worth approximately \$2,500.00 for Rideout Field

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

Roll call vote

Ms. Escobedo: Aye
Ms. Ackerman: Aye
Ms. Bates: Aye
Ms. Hotchkiss: Aye
Mr. Johnson: Aye

Town Manager's Report

Mr. Crane reported that a successful mini-vaccine clinic was held on February 10 for seniors over 75 years of age at the Harvey Wheeler Community Center. The second dose for first responders from six communities was held Friday and Saturday, February 12 and 13 at the Concord-Carlisle Regional High School. Over 400 second doses were administered.

Within the past six months, Concord Water, working closely with the Town's Information Technology Department and a third party Supervisory Control and Data Acquisition (SCADA) system provider has completed a SCADA system upgrade. This project was planned and designed specifically to increase the reliability of what had become an antiquated system,

**TOWN OF CONCORD
SELECT BOARD
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FEBRUARY 22, 2021**

incorporating necessary hardware, software, and operating protocols to protect it against cyber attacks such as one that occurred several weeks ago at a municipal water treatment plant in Florida.

The Public Works Commission unanimously voted to adjust the curbside subscription rate from \$282 to \$322 annually for solid waste and recycling subscribers, and from \$154 to \$162 annually for recycling-only subscribers effective April 1, 2021. The cost of weekly disposal tags will remain at \$1.80 each. The cost of six-month barrel stickers will remain at \$46.80. These increases reflect the cost escalation in solid waste hauling and disposal in recent years.

The Planning Board is reviewing a draft Zoning Bylaw Amendment to waive the parking requirement for seasonal outdoor seating. The Board had questions about the potential impact of this bylaw change and is seeking additional information from staff and from the business community in order to prepare for Town meeting.

Chair's Remarks

Ms. Escobedo reported that the Select Board is looking for a representative to the Hanscom Field Advisory Committee. Residents can volunteer for boards and committees on the [Town website](#).

Neo-Nazi signs were recently placed around Concord. Ms. Escobedo recognized the constitutional right of people to express themselves, but stated that there is no tolerance for hate speech and hateful gestures. The Select Board thanked the Police for taking these down and being vigilant to ensure safety for all in the community.

Update on 911 Regional Dispatch Center

Representatives from the Town of Concord and the Town of Acton, including the Town Manager, Fire Chief, Police Chief, and dispatcher's representative attended. The Town of Acton requested funding from the State 911 Department to conduct a Study of the Feasibility of establishing a Regional Emergency Communications Center (RECC) for the Towns of Acton and Concord. The State 911 Department authorized the Edward J. Collins Jr. Center for Public Management to conduct the Study as part of its inter-governmental services agreement (ISA) to aid the State 911 Department in its RECC Development efforts. The summary of this report can be found in the [meeting materials](#). Town Manager Stephen Crane reported on some of the findings of this study, and [the rationale](#) for switching over to a regional dispatch system.

Select Board members requested that in the coming months, there be more public outreach on this item moving forward, and were looking for greater feedback from the Concord dispatchers on how this change would impact their work. Mr. Crane noted that the dispatchers are a collective bargaining unit, and this change would likely impact their working conditions, and therefore this would require further meetings both public and in executive session until there is a decision on this issue. This matter will return to the Select Board in the coming months.

**TOWN OF CONCORD
SELECT BOARD
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FEBRUARY 22, 2021**

FY20 Audit Review

Scott McIntire of Melanson attended to discuss the 2020 Town audit. The complete audit can be viewed on the [Town website](#). The auditor also provided [recommendations for the Town moving forward](#).

George Washington Dugan Plaque on Concord Civil War Monument

The Select Board received letters from students at the Willard School in Sydney Holloman-Pressley's class regarding the inclusion of George Washington Dugan, a black resident of Concord, on the Concord Civil War Monument. He was not included in the monument originally because his record of service was incomplete.. There are federal monument guidelines that prohibit the addition of his name to the plaque at this time.. Therefore, Ms. Holloman-Pressley, Town staff Tish Hopkins, and resident Matt Lucey are proposing that the Town add a plaque to honor George Washington Dugan.

Upon a motion duly made and seconded, it was UNANIMOUSLY

VOTED: to authorize the Town Manager to have a separate plaque honoring George Washington Dugan as proposed today to be manufactured and installed in front of the existing Civil War monument, and also encourage further study of George Washington Dugan's place on the original monument.

Roll call vote

Ms. Escobedo: Aye
Ms. Ackerman: Aye
Ms. Bates: Aye
Ms. Hotchkiss: Aye
Mr. Johnson: Aye

Review of Public-Private Partnership Agreements

Administrative Manager Chris Carmody prepared [a memo](#) to update the Select Board on the status of the Town's public-private partnerships. Mr. Carmody stated that there were 50 active public-private partnerships currently, and he would provide a subsequent memo and presentation detailing the scope of each partnership at a future Select Board meeting.

**TOWN OF CONCORD
SELECT BOARD
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Regional Housing Services Office Q2 Report

Elizabeth Rust, Director of Regional Housing Services Office (RHSO), presented the [quarterly status reports](#) which identify RHSO administrative activity, programs in progress, specific monitoring requirements, the HOME program activities, and any local support. Each report contains a recap of the allocation of hours by staff between each community. Concord makes up approximately 15% of the staff time of RHSO.

Select Board members questioned why the Town does not offer an emergency rental relief program. Ms. Rasmussen and Ms. Rust noted that there are several other human services programs in town that offer assistance, and when residents were surveyed in 2020, there was not a notable need for rental assistance.

Review Junction Village Christopher Heights Open Space Task Force Charge

Ms. Escobedo proposed making changes to the Junction Village Open Space Task Force charge, given that the initial charge was written several years prior and the conditions of the project have changed. The Select Board has only recently started appointing members to this committee. Ms. Rasmussen and Ms. Escobedo [proposed changes to the charge](#), including extending the committee membership beyond its initial planned expiration date of 2021.

Select Board members suggested that Ms. Escobedo incorporate the suggestions made at the meeting and prepare final revisions ahead of the March 1 Select Board meeting.

Discussion of Emerson Annex Unit #5

Elizabeth Rust, Director of Regional Housing Services Office, reported that there is a unit in the Emerson Annex building that is available and that the Town would need to act in order for the unit to remain affordable. The Town has the option to continue to preserve the affordability of this unit. The appraisal of the unit at market rate was \$600,000. The eligible purchaser price of the unit is \$249,200. In order to preserve the affordability of this unit, DHCD would need to contribute \$24,600, and the Town of Concord would need to contribute \$85,000.

Upon a motion duly made and seconded, it was UNANIMOUSLY

VOTED: to award \$100,000 from available affordable housing funds which would include the purchase price for this unit, Emerson Annex Unit #5, for \$85,000.00, and up to \$15,000.00 for renovations.

Roll call vote

Ms. Escobedo: Aye

Ms. Ackerman: Aye

Ms. Bates: Aye

**TOWN OF CONCORD
SELECT BOARD
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FEBRUARY 22, 2021**

Ms. Hotchkiss: Aye
Mr. Johnson: Aye

Town Manager Compensation Adjustment

The Select Board met in executive session on February 1 to review the compensation of the Town Manager. The Select Board and the Town Manager agreed on the adjustment to his compensation as specified in the motion.

Upon a motion duly made and seconded, it was UNANIMOUSLY

VOTED: to approve a FY21 salary compensation adjustment for Stephen Crane, Concord Town Manager, in the amount of a 1.25% increase to the base salary with the first addition of deferred compensation as defined in the contract executed June 3, 2019. Other adjustments remain as defined in the current contract. Further, consistent with the recently approved Covid-19 pandemic vacation buyback program for essential Town employees, Stephen will be eligible for this same benefit should he accrue more than 25 vacation days during the pandemic subject to the approval of the Select Board Chair.

Committee Nominations:

Carlene Hempel of 50 Highland Street to the Junction Village Christopher Heights Open Space Task Force for a term to expire June 30, 2021. Peter Fischelis of 35 Longfellow Road to the Middle School Building Committee for a term to expire at the completion of the project.

Committee Liaison Reports

There were no committee liaison reports.

Miscellaneous Correspondence

Correspondence was received concerning the Reformatory Brach Trail, 2229 Main Street and Estabrook Trail.

Public Comments

Diane Proctor of 57 Sudbury Road reported that the League of Women Voters is sponsoring a community forum on Saturday, February 27th featuring Pam Rockwell, who will speak as the Chair of 2229 Main Street Committee.

Tanya Gailus of 62 Prescott Road commented if Select Board members were charging Town staff to take specific actions in preparation for Town Meeting, it may still need to take form of a

**TOWN OF CONCORD
SELECT BOARD
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FEBRUARY 22, 2021**

public body subcommittee.

Adjourn

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

Roll call vote

Ms. Escobedo: Aye

Ms. Ackerman: Aye

Ms. Bates: Aye

Ms. Hotchkiss: Aye

Mr. Johnson: Aye

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

Meeting Materials: <https://concordma.gov/DocumentCenter/View/28127/February-22-SB-Packet>

ESTABROOK LITIGATION COULD END SOON

By Eric Van Loon

October marked the fourth anniversary of the Estabrook Woods lawsuit between our Town and landowners. Many supporters of both sides wish the lawsuit would end.

Here's how it could be over soon.

The latest: The trial occurred five months ago. In June, Massachusetts Land Court Judge Howard Speicher heard six days of party presentations and witnesses.

Last month, all parties filed written summaries of what they believe the trial proved. Yesterday, the Judge heard the parties' "closing arguments."

Now the case is "under advisement." Although there's no deadline, a ruling could come by year's end – six months after trial, three months after final written submissions.

The cost: The Town has spent approximately \$1.3 million (at discounted municipal rates). Because the five private landowners have had separate lawyers, including large Boston law firms, the combined cost has likely approached \$3 million.

Why so expensive?

- early on, lawyers researched ancient land rights and Concord-specific facts.
- 12,000+ deeds, reports, and other documents were identified.
- experts (historians, surveyors, others) interpreted what they believed the documents showed.
- witnesses were cross-examined at length under oath.
- a retired Land Court Judge tried (unsuccessfully) to mediate a resolution without a trial.
- landowners near Carlisle exited the case – because their previous conservation easement already granted public access.
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- lawyers prepared witnesses for trial, presented six days of testimony, reviewed voluminous transcripts, summarized evidence, and made closing arguments.

All this has required thousands of hours of attorney work at significant cost.

A Proposal: Although parties have a right to appeal a judge's decision, they don't have to.

So: what if both sides committed now, in advance, to accept the court's decision, whichever way it goes, and forego their rights to appeal? Consider:

- Judge Speicher appears to be intelligent, open-minded, and thorough.

- He practiced law for 30 years in a respected Boston firm, specializing in land use, real estate, permitting, and zoning.
- He's been a Massachusetts Land Court Justice for seven years.
- All parties have completed exhaustive document searches and evaluation.
- All witnesses have been cross examined and testified.
- All had their day in court in a six-day trial.
- The evidence has been summarized and final arguments concluded.
- Factual findings from a fact-intensive trial are rarely overturned by appeals courts.

In August, a Lincoln resident, writing as "an observer from the sidelines" and "not in criticism or defense of anyone," praised the Robbs and Rasmussens, who "chose to preserve large swaths of land." She also wrote that "the appeals process, ad infinitum" will produce "no winners, only collective loss." Many say "Amen."

If both sides commit now to accept Judge Speicher's decision and forego appeal, this painful chapter in town history could finally end. If one side commits to accept the ruling but the other refuses, it would clarify who is responsible for litigation continuing after 2021.

The past is past and cannot be altered. But action now can affect the future.

Perhaps citizens concerned about fiscal proportionality and the law suit's divisiveness might urge both sides to accept the trial judge's decision and end the litigation without appeals. This could be one important step toward reducing animosity, applying resources to better uses, and restoring concord in Concord.

Eric Van Loon, a lawyer and mediator, served six terms as Concord Town Moderator.620



November 18, 2021

Board of Selectmen
Town of Concord
22 Monument Square
P.O. Box 535
Concord, MA 01742

RE: Important Information—Price Changes

Dear Chairman and Members of the Board:

At Comcast, we are always committed to delivering the entertainment and services that matter most to our customers in your community, as well as exciting experiences they won't find anywhere else. We are also focused on making our network stronger in order to meet our customers' current needs and future demands.

As we continue to invest in our network, products, and services, the cost of doing business rises. Rising programming costs, most notably for broadcast TV and sports, continue to be the biggest factors driving price increases. While we absorb some of these costs, these fee increases affect service pricing. As a result, starting December 20, 2021, prices for certain services and fees will be increasing, including the Broadcast TV Fee and the Regional Sports Network Fee. Please see the enclosed Customer Notice for more information.

In addition to the price changes noted on the enclosed Customer Notice, customers subscribing to Performance Starter Internet at \$54.95, which is no longer available for new subscriptions, will receive additional notice of a price change to this service from \$54.95 to \$59.95 per month as part of the letter accompanying their Customer Notice.

Lastly, effective December 31, 2021, NBC Sports Network (NBCSN) will cease operations.

We know you may have questions about these changes. If I can be of any further assistance, please do not hesitate to contact me at Gregory_Franks@cable.comcast.com.

Very truly yours,

Greg Franks

Greg Franks, Sr. Manager
Government & Regulatory Affairs

Enclosure: Customer Notice

Important information regarding your Xfinity services and pricing

Effective December 20, 2021

Xfinity TV	Current	New
Limited Basic	\$13.00	\$14.00
Broadcast TV Fee	\$19.45	\$23.10
Franchise Costs		
Carlisle	\$.84	\$.90
Concord	\$.75	\$.81
Regional Sports Fee	\$10.75	\$14.10
Expanded Basic	\$53.25	\$52.25
Choice TV Select	\$30.00	\$32.50
Choice TV Select - with TV Box	\$32.90	\$41.00
Entertainment	\$15.00	\$17.00
TV Box*	\$2.50	\$8.10
TV Box and Remote*	\$2.90	\$8.50
TV Box Limited Basic**	\$1.20	\$8.10
TV Box Limited Basic and Remote**	\$1.60	\$8.50
HD TV Box Limited Basic**	\$1.20	\$8.10
HD TV Box Limited Basic and Remote**	\$1.60	\$8.50
Service to Additional TV with TV Adapter	\$7.50	\$8.50
Service to Additional TV - with CableCARD or compatible customer owned device	\$4.60	\$.00
Reactivation - TV	\$1.99	\$6.00

Installation (Effective 1/1/22)	Current	New
Unwired Home - Initial Installation of Service (Xfinity TV)	\$47.00	N/A
Wired Home - Initial Installation of Service (Xfinity TV)	\$47.00	N/A
In-Home Service Visit - After Initial Installation of Service (now includes Xfinity TV)	\$70.00	\$70.00

Installation (Effective 1/1/22) - Cont.	Current	New
Professional Installation - Initial Installation of Service (now includes Xfinity TV)	\$100.00	\$100.00
In-Home Service Visit - After Initial Installation of Service (Xfinity TV)	\$55.00	N/A
Installation of each Additional Outlet - Initial Installation of Service	\$20.00	N/A
Installation of each Additional Outlet - After Initial Installation of Service	\$45.00	N/A
Connect Customer Owned Equipment - Initial Installation of Service	\$12.00	N/A
Connect Customer Owned Equipment - After Initial Installation of Service	\$40.00	N/A
Upgrade of Service	\$40.00	N/A
Downgrade of Service	\$17.00	N/A

Xfinity Internet	Current	New
Performance - Xfinity Internet Service Only	\$80.95	\$83.95
Performance Pro - Xfinity Internet Service Only	\$95.95	\$98.95
Blast! - Xfinity Internet Service Only	\$100.95	\$103.95
Extreme Pro - Xfinity Internet Service Only	\$105.95	\$108.95
Gigabit - Xfinity Internet Service Only	\$110.95	\$113.95

*Existing TV customers as of 12-20-21 will receive a discount of \$2.80 for 12 months, unless service is downgraded to Limited Basic, service is upgraded from Limited Basic to a higher TV tier or service is disconnected. **Existing TV customers as of 12-20-21 will receive a discount of \$3.45 for 12 months, unless service is downgraded to Limited Basic, service is upgraded from Limited Basic to a higher TV tier or service is disconnected.

Carlisle, Concord, MA

87731000 (3840, 3850)

P061AL22

MUNICIPAL - EMERGENCY/TROUBLE REPORTING PROCEDURES

In our effort to better assist our municipal customers, we are writing once again to provide you with the **emergency reporting procedures** for certain outside plant and service problems.

In the event any **municipal building** experiences problems with downed cable drops, signal transport issues with I-NET or Video Return Lines, Public, Education and Government (PEG) Access channels or to have our technical or construction staff on-site during an emergency, please follow the steps detailed below:

MUNICIPAL - EMERGENCY/TROUBLE REPORTING PROCEDURES

*(Please note the XOC telephone number listed below **IS NOT** for public dissemination)*

- **STEP 1** Call **1-877-359-1821** (24/7 – XOC)
- **STEP 2** Select **Option # 1** - Municipalities, Utilities, Police & Fire
- **STEP 3** Prompted for Reason for call:
 - Option # 1 - Down Wires (will be prompted to enter zip code)
 - Option # 2 – Pole hits, pole transfers or all other Municipal Issues
- **STEP 4** Speak with Rep. and **obtain job reference #**

The above steps will put you in touch with our Excellence Operations Center (XOC), 24-hours a day, and seven days a week. **Once again, please note this telephone # IS NOT for public dissemination.**

From: Emily Rush <emilyhbrush@gmail.com>

Sent: Tuesday, November 16, 2021 9:23 AM

To: finance mail <finance@concordma.gov>; concordcarliseschoolcommittee@concordps.org <concordcarliseschoolcommittee@concordps.org>; Terri Ackerman <tackerman@concordma.gov>; mcbs@concordps.org <mcbs@concordps.org>

Subject: Protect CMS: No Further Costs.

[You don't often get email from emilyhbrush@gmail.com. Learn why this is important at <http://aka.ms/LearnAboutSenderIdentification>.]

To all Concerned and Involved,

I am writing with passion to support no cuts to the proposed new CMS, which I understand will cost \$102M to build.

We do not want to replicate past mistakes with building projects in Concord; But instead, focus on the long term needs of the CC Public School District, which will allow our children to thrive in a variety of fashions.

I am grateful for the work the Building Committee has done to solicit the community's input.

Emily Rush
122 Upland Road, Concord
Mother of Ray, Wilson and Hugh Rush

From: Laura Smith <lbrownsmith@gmail.com>

Sent: Saturday, November 13, 2021 4:19 PM

To: msbc@concordps.org <msbc@concordps.org>; Terri Ackerman <tackerman@concordma.gov>; finance mail <finance@concordma.gov>; concordcarliseschoolcommittee@concordps.org <concordcarliseschoolcommittee@concordps.org>

Cc: Matt Smith <matthewbsmith2002@yahoo.com>

Subject: CMS Building Project

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

To whom it may concern,

We are writing to share our support for the current CMS building project and ask that you support no cuts to the proposal and that you bring the proposal to a vote at Town Meeting.

The Building Committee has worked hard to gather input from the community and the current project represents the values of our community - green building/zero emissions, appropriate space for a robust program of study, and space for growth and development of that program over time. We believe it is very important to prioritize retaining all the elements in the proposal and invest in a long-term vision for school excellence in Concord.

Thank you,

Laura and Matt Smith
18 Central St, Concord, MA 01742

From: Martina <martina.ladd@gmail.com>

Sent: Friday, November 12, 2021 7:54 AM

To: concordcarliseschoolcommittee@concordps.org
<concordcarliseschoolcommittee@concordps.org>

Cc: finance mail <finance@concordma.gov>; Terri Ackerman <tackerman@concordma.gov>;
msbc@concordps.org <msbc@concordps.org>

Subject: CMS

[You don't often get email from martina.ladd@gmail.com. Learn why this is important at <http://aka.ms/LearnAboutSenderIdentification>.]

Hello,

I am writing to first thank you for all your work on the new CMS project. We and our kids are very grateful for all the thoughtful care you are putting into the effort.

Given all your work, I would hate to see any further cuts to the budget. I understand the cost has recently been updated and increased. Please, please consider putting the increased budget in the town vote so we as a town can decide if the increased cost is worthwhile.

Thank you again.

Martina Ladd
131 Hubbard St.

From: Elizabeth McKneely <elizabeth.mckneely@gmail.com>

Sent: Thursday, November 11, 2021 7:38 PM

To: concordcarliseschoolcommittee@concordps.org
<concordcarliseschoolcommittee@concordps.org>; finance mail <finance@concordma.gov>; Terri Ackerman <tackerman@concordma.gov>; msbc@concordps.org <msbc@concordps.org>

Cc: Joseph McKneely <jmckneely@bayvaluation.com>

Subject: Protect CMS

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

All,

We are writing this letter as parents of two kindergarteners currently attending Willard Elementary School. We moved to Concord just about 5 years ago in large part for the town's highly rated public school system. Although we haven't been able to see much of the inside of Willard due to the ongoing pandemic, we are so thankful they are attending an updated school facility and benefiting from technology to facilitate the beginning of their education in Concord.

We support no cuts to the proposed new CMS and implore you to have any cuts to the project put to a town vote.

Thank you,
Joseph & Liz McKneely

From: Meghan Merna <megkav01@gmail.com>

Sent: Wednesday, November 10, 2021 10:48 PM

To: concordcarliseschoolcommittee@concordps.org

<concordcarliseschoolcommittee@concordps.org>; finance mail <finance@concordma.gov>; Terri Ackerman <tackerman@concordma.gov>; msbc@concordps.org <msbc@concordps.org>

Subject: No Cuts to CMS

You don't often get email from megkav01@gmail.com. [Learn why this is important](#)

I am writing in support of honoring the work of the Building Committee over the past few years to design a 21st century middle school for our students. They have solicited community input throughout the process and their plan reflects what the community has said they want. The fact that the cost is now slightly higher than what was projected in 2019 should not necessitate cuts be made to the plan. These cuts would be a short term gain with long term consequences for our middle school students and the quality of education they will receive. The residents of Concord should be allowed to decide whether they are willing to support the middle school plan as designed, even with the slightly higher price tag.

Thank you,
Meghan Merna
118 Laws Brook Rd

From: Jon Stephenson <stephensonj93@gmail.com>
Sent: Wednesday, November 10, 2021 7:49 PM
To: Terri Ackerman <tackerman@concordma.gov>
Subject: Concord middle school

[You don't often get email from stephensonj93@gmail.com. Learn why this is important at <http://aka.ms/LearnAboutSenderIdentification>.]

My family moved to Concord when I was 4 years old back in the late 70's... I am sure one of the many reasons they chose this town is due to the fact that it has always placed a high priority on education. So after spending many years after college living close to Boston my wife and I moved back home after our first child was born in 2012...

I have always valued the public school system - I'd had the opportunity to go to Middlesex for high school when I was a teenager and chose to stay in the school system because of the high quality and the community...

So I am so frustrated that some in the community are complaining about the cost of the concord middle school rebuild project - which I understand is 2% above the original budget... and they are asking for more cuts to the plan... in fact I am infuriated

For anyone who has gone through this school system they will be able to attest to the FACT that the middle schools are dumps... I went to Sanborn and it was a dump when I was there in the mid/late 80's... I listened to one of the recent zoom calls and was taken aback by the arguments against the size of the auditorium and the gymnasium. Especially when taking into account that the plans already assume that the music classes, chorus, band, stage band, etc are all going to be using the auditorium as their classrooms - which clearly implies that dedicated classrooms were cut from the original plans... what I can tell you from having been involved in stage band and winter sports at the middle school is that when the school hosts an event (such as a stage band concert, a band concert, a musical, or graduation) the entire auditorium is filled. I can tell you that it is not convenient for study habits to have the boys and girls basketball teams taking turns with practices and games because there is only one court (I promise the kids waiting around for their turn are not doing home work)...

Going over the original budget by 2% on the grand scheme in an environment when construction costs have skyrocketed due to the pandemic (and aren't likely to drop materially soon) is extremely short sighted. This building needs to be built. We should not be penny pinching. I am appalled that we are even still talking about this.

Jon Stephenson
113 Tarbell Spring Road

From: Shannon Sweeney <smsweeney07@gmail.com>

Sent: Tuesday, November 16, 2021 2:44 PM

To: msbc@concordps.org <msbc@concordps.org>; Terri Ackerman <tackerman@concordma.gov>; finance mail <finance@concordma.gov>; concordcarliseschoolcommittee@concordps.org <concordcarliseschoolcommittee@concordps.org>

Subject: No Cuts to CMS

You don't often get email from smsweeney07@gmail.com. [Learn why this is important](#)

Dear School Board, Finance Committee, Select Board and Building Committee,

The Building Committee has done an amazing job on getting the community's input on the type of building the Concord Community wants. We should honor their hard work and put it up to the voters if they want to pay for it. My husband and I have young children in Concord and support NO CUTS to the new CMS. Bring it to a vote. Concord's current Middle Schools are over 50 years old. If Concord wants to deliver 21st Century education it needs 21st Century Buildings to deliver them in. We do not want to replicate past mistakes with building projects in Concord. Short term thinking should not take precedence over long term needs of the Concord-Carlisle Public School District.

In 2019 the cost was projected at one hundred million dollars. This was just a rough estimate and never formally agreed on as a hard number. Since the pandemic, inflation is up and to hold the project to this number is unrealistic to the desires of the Concord Community in what they want to see in a new Middle School. We support zero emotions building, but we also recognize that this significantly drives up the cost. Any cost cutting will have to come from the education side of the project. This goes against the whole purpose of the project.

Please let the people of Concord decide on the building cost. We as citizens will not feel this difference in our taxes, but our kids will feel the difference if further cuts are made.

Thanks,
Shannon Sweeney and Tyson Seely
Concord Residents

From: Erika Chaset <erika.chaset@gmail.com>

Sent: Thursday, November 18, 2021 1:55 PM

To: concordcarliseschoolcommittee@concordps.org

<concordcarliseschoolcommittee@concordps.org>; finance mail <finance@concordma.gov>; Terri Ackerman <tackerman@concordma.gov>; msbc@concordps.org <msbc@concordps.org>

Cc: Chaset, Benjamin <bsc23@hotmail.com>

Subject: New CMS Building

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

Hello -

We are writing this letter as parents of a 2nd grader at Willard Elementary School and two future students at Concord Public Schools. My husband, Ben, grew up in Concord and always wanted to return to the area to raise our children. When we moved back to Concord six years ago, we considered other towns but ultimately chose Concord largely for its public school education. Thus far, we have been highly impressed with our experience in the elementary schools and are very grateful for the progressive nature of the curriculum using technology and STEAM education in early elementary education.

Thank you to the building committee for all of the incredible work thus far. We support no cuts to the new CMS building and would love to see it brought to a town vote.

Thank you,
Erika & Ben Chaset

Jeremy Romanul

From: Terri Ackerman
Sent: Monday, November 15, 2021 4:56 PM
To: Jeremy Romanul
Subject: Fw: Just leaving the White House

Follow Up Flag: Follow up
Flag Status: Flagged

misc corresp

I apologize for this message being brief and informal. That allows me to answer many emails quickly. Thanks for your understanding.

Regards,
Terri

From: Congresswoman Lori Trahan <Rep.LoriTrahan@mail.house.gov>
Sent: Monday, November 15, 2021 4:32 PM
To: Terri Ackerman <tackerman@concordma.gov>
Subject: Just leaving the White House



Dear Friend,

I'm leaving the White House right now after joining President Biden to officially sign the historic bipartisan infrastructure package into law. It's important that you know what that means for our community and our Commonwealth.

This legislation – known as the *Bipartisan Infrastructure Investment and Jobs Act* – makes long overdue investments in upgrading our outdated infrastructure, and it will create lots of good-paying jobs along the way. **Over the next five years, Massachusetts will receive at least \$9 billion** to address a number of different issues, including:

- \$4.2 billion to upgrade over 1,000 miles of highway in poor condition
- \$1.1 billion to repair or replace hundreds of rundown bridges
- \$1.1 billion to improve our water infrastructure systems

- And \$2.5 billion to modernize our public transportation options and make them more efficient.

But that's just the start. **Now that President Biden has made the infrastructure package law, we're working to bring home additional funding as well.**

That includes federal investments in weatherization efforts that will reduce energy costs for families by keeping buildings warmer during the winter and cooler during the summer. It includes funding to prevent families from ever having to sit in a library parking lot again to get online by ensuring that every person in the Commonwealth has access to high-speed internet. And it includes huge improvements to our sewer systems, so we stop the millions of gallons of raw sewage that overflow into rivers like the Merrimack each year.

Together, these investments will improve the lives of everyone who calls Massachusetts home.

I look forward to keeping you updated on the continued progress we make in the coming months. As always, please don't hesitate to reach out if we can be of assistance. We can be reached by phone at **978-459-0101** or by email at **Rep.LoriTrahan@mail.house.gov**.

Sincerely,



Lori Trahan
Member of Congress



P.S. Due to the ongoing public health crisis, my offices continue to be physically closed. However, my staff and I are working full time and can be reached via phone at 978-459-0101 or on our [website](#).



Office Locations

WASHINGTON, DC OFFICE

2439 Rayburn HOB
Washington, DC 20515
Phone: (202) 225-3411

LAWRENCE OFFICE

15 Union Street
4th Floor
Lawrence, MA 01840
Phone: (978) 258-1138

LOWELL OFFICE

126 John Street
Lowell, MA 01852
Phone: (978) 459-0101

FITCHBURG OFFICE HOURS

Fitchburg State University
Center for Professional Studies
150B Main Street
Fitchburg, MA 01420
Phone: (978) 459-0101
Hours: Tuesdays & Thursdays,
8:30 AM - 12:00 PM

ACTON OFFICE HOURS

Acton Town Hall, Room 121
472 Main Street
Acton, MA 01720
Phone: (978) 459-0101
Hours: 1st and 3rd Wednesdays
of the Month, 8:30 AM - 12:00
PM
15 Union Street

HUDSON OFFICE HOURS

Hudson Public Library
3 Washington Street
Hudson, MA 01749
Phone: (978) 459-0101
Hours: 2nd and 4th Wednesdays
of the Month, 9:00 AM - 12:00
PM



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Eric Van Loon, a lawyer and mediator, served six terms as Concord Town Moderator.620