

**AGENDA
BOARD OF SELECTMEN
MONDAY, JANUARY 24, 2022
WAQUOIT MEETING ROOM
MASHPEE TOWN HALL
16 GREAT NECK ROAD NORTH
MASHPEE, MA 02649**

MASHPEE TOWN CLERK

JAN 20 2022

RECEIVED BY: 

Virtual / Remote Meeting

Broadcast Live on Local Cable Channel 18

Public Call in Number: (508) 539-1449

Streamed Live on the Town of Mashpee Website: <https://www.mashpeema.gov/channel-18>

6:30 p.m. – Convene Meeting in Open Session

PLEDGE OF ALLEGIANCE

MOMENT OF SILENCE

MINUTES

Approval of the following: Monday, January 10, 2022 Regular Session and Executive Session

APPOINTMENTS & HEARINGS **Call in Number for Public Comment and Public Hearings: (508) 539-1449**

- Public Comment
- 6:35 pm – Public Hearing: Alcoholic Beverages License Amendment, Transfer of Annual Wine and Malt Beverages and Seasonal All Alcoholic Beverages Package Store License; Commons Convenience, Inc. to MPG Corporation dba Rapid Refill
- 6:40 pm – Public Hearing: Alcoholic Beverages License Amendment, Multiple Amendments to Annual All Alcoholic Beverages Restaurant License of 25 Market Street, Inc. dba Café Trevi

CONVENE JOINT MEETING WITH THE BOARD OF HEALTH

- Discussion and Update with Regard to the Status of Septic Systems, Cesspools, and Wastewater Treatment Systems in Town

ADJOURN JOINT MEETING WITH THE BOARD OF HEALTH

COMMUNICATIONS & CORRESPONDENCE

OLD BUSINESS

NEW BUSINESS

- Discussion and Approval of the Following Appointments:
Board of Registrars: *Yvonne E. Courtney, Member At-Large, Term Expires March 31, 2023*
Affordable Housing Committee: *Kayla Baier, Member At-Large, Term Expires June 30, 2022*
- Discussion and Approval of Letter in Opposition to Pilgrim Discharge of Radioactive Water into Cape Cod Bay

ADDITIONAL TOPICS

(This space is reserved for topics that the Chairman did not reasonably anticipate would be discussed)

LIAISON REPORTS

TOWN MANAGER UPDATES

EXECUTIVE SESSION

ADJOURNMENT

AGENDA
BOARD OF SELECTMEN
MONDAY, JANUARY 10, 2022
WAQUOIT MEETING ROOM
MASHPEE TOWN HALL
16 GREAT NECK ROAD NORTH
MASHPEE, MA 02649

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6:30 p.m. – Convene Meeting in Open Session

PLEDGE OF ALLEGIANCE
MOMENT OF SILENCE

MINUTES

Approval of the following: Monday, December 20, 2021 Regular Session

APPOINTMENTS & HEARINGS

Public Comment **Call in Number for Public Comment (508) 539-1449**

COMMUNICATIONS & CORRESPONDENCE

OLD BUSINESS

NEW BUSINESS

- Discussion and Approval of Seasonal Population Estimate: *Town Planner Evan Lehrer*
- Discussion and Approval of Certificate of Authorization Vote for Signatory on Behalf of the Board of Selectmen
- Discussion and Approval of Acceptance of Resignation, (Effective January 31, 2022), from the Affordable Housing Committee - Member-at-Large (Term Expires June 30, 2022): *Bruce Willard*

ADDITIONAL TOPICS

(This space is reserved for topics that the Chairman did not reasonably anticipate would be discussed)

LIAISON REPORTS

TOWN MANAGER UPDATES

EXECUTIVE SESSION

- Discuss Strategy with Respect to Pending Litigation in the Matter of Scannell, et al. v. Mashpee Zoning Board of Appeals and Town of Mashpee, with the Chair Having Declared that an Open Meeting may Have a Detrimental Effect on the Litigating Position of the Town Pursuant to G.L. c. 30A, §21 (a)(3)

ADJOURNMENT

Mashpee Select Board
Minutes
January 10, 2022

Present: Selectman Carol A. Sherman, Selectman David W. Weeden, Selectman Andrew R. Gottlieb,
Selectman John J. Cotton, Selectman Thomas F. O'Hara
Town Manager Rodney C. Collins
Assistant Town Manager Wayne E. Taylor

Meeting Called to Order by Chairman Sherman at 6:30 p.m.
Mashpee Town Hall, Waquoit Meeting Room

*This is a virtual/remote meeting.

MINUTES

Monday, December 20, 2021 Regular Session:

**Motion made by Selectman Gottlieb to approve the Regular Session minutes of
Monday, December 20, 2021 as presented.**

Motion seconded by Selectman Cotton.

VOTE: Unanimous. 5-0.

Roll Call Vote:

**Selectman Sherman, yes
Selectman Cotton, yes**

**Selectman Weeden, yes
Selectman O'Hara, yes**

**Selectman Gottlieb, yes
Opposed, none**

APPOINTMENTS & HEARINGS

Public Comment: None at this time.

NEW BUSINESS

Discussion and Approval of Seasonal Population Estimate: Town Planner Evan Lehrer:

Evan Lehrer, Town Planner submitted a memorandum to the Select Board dated December 29, 2021 relative to the seasonal population estimate. The projection is consistent with 2021 estimates and increased by 53 persons. The estimated seasonal population is 36,251 persons in Mashpee at the peak of the summer season in 2022.

**Motion made by Selectman Gottlieb to approve the population estimate of 36,521 persons
in Mashpee during the peak of the 2022 summer season as presented.**

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

**Selectman Sherman, yes
Selectman Cotton, yes**

**Selectman Weeden, yes
Selectman O'Hara, yes**

**Selectman Gottlieb, yes
Opposed, none**

Mashpee Select Board
Minutes
January 10, 2022

NEW BUSINESS

Discussion and Approval of Certificate of Authorization Vote for Signatory on Behalf of the Board of Selectmen:

The Select Board motioned to grant authorization for various decisions as follows;

Motion made by Selectman Gottlieb to move that the Board vote to authorize the Chair, or in the Chair's absence, the Vice-Chair to execute and endorse all decisions, permits, approvals, plans, orders, instruments or other documents, of whatever nature, on behalf of, and as duly authorized agent for, the Board of Selectmen.

The within authorization shall terminate upon further vote of the Board or on April 1, 2022, whichever occurs first.

Motion seconded by Selectman Cotton.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Sherman, yes	Selectman Weeden, yes	Selectman Gottlieb, yes
Selectman Cotton, yes	Selectman O'Hara, yes	Opposed, none

Discussion and Approval of Acceptance of Resignation, (Effective January 31, 2022), from the Affordable Housing Committee - Member-at-Large (Term Expires June 30, 2022): Bruce Willard:

The Select Board received a letter of resignation from Bruce Willard dated January 5, 2022 from the Affordable Committee effective January 31, 2022. The term is due to expire on June 30, 2022.

Motion made by Selectman Gottlieb to accept with regret, the resignation of Bruce Willard from the Affordable Housing Committee.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

Selectman Sherman, yes	Selectman Weeden, yes	Selectman Gottlieb, yes
Selectman Cotton, yes	Selectman O'Hara, yes	Opposed, none

LIAISON REPORTS

Wastewater/Clean Water Plan: The Sewer Commission is working diligently on logistical and permitting obstacles in a complex operating environment to timely meet the deadlines associated to Phase I of the Wastewater/Clean Water project.

Schools: The School Department is working cohesively on daily challenges associated to the COVID virus.

Retirements: Within the next few months, Jason Streebel Director of Assessing and Lyn Waterman, Director of the Council on Aging will be retiring.

Mashpee Select Board
Minutes
January 10, 2022

LIAISON REPORTS

Assembly of Delegates: The Assembly is working proactively on securing ARPA funding for the 15 Cape towns. The disbursement of federal funds was earmarked however, the allocation of monies has been unexpectedly altered.

TOWN MANAGER UPDATES

COVID Update: Over the past weekend 83 new cases have been reported.

Retirements: The Town of Mashpee will be losing two longtime Department Heads within the next few months.

ARPA Funding: The Town Administrators on Cape Cod are also seeking answers to the shift in the disbursement of American Rescue Plan Act funds anticipated for clean water and wastewater objectives.

EXECUTIVE SESSION

Discuss Strategy with Respect to Pending Litigation in the Matter of Scannell, et al. v. Mashpee Zoning Board of Appeals and Town of Mashpee, with the Chair Having Declared that an Open Meeting may Have a Detrimental Effect on the Litigating Position of the Town Pursuant to G.L. c. 30A, §21 (a)(3):

Motion made by Selectman Gottlieb to move that the Board convene in executive session at 6:42 p.m. pursuant to G.L. c. 30A, §21 (a)(3) to discuss strategy with respect to pending litigation in the matter of Scannell, et al. v. Mashpee Zoning Board of Appeals and Town of Mashpee, with the Chair having declared that an open meeting may have a detrimental effect on the litigating position of the Town.

The Board of Selectmen will not reconvene in Open Session.

Chair Sherman so declared that an open meeting on these issues may have a detrimental effect on the litigating position of the Town.

Motion seconded by Selectman Sherman.

VOTE: Unanimous. 5-0.

Roll Call Vote:

**Selectman Sherman, yes
Selectman Cotton, yes**

**Selectman Weeden, yes
Selectman O'Hara, yes**

**Selectman Gottlieb, yes
Opposed, none**

Respectfully submitted,

Kathleen M. Soares
Secretary to the Select Board

Mashpee Select Board
Minutes
January 10, 2022

ADJOURNMENT

Motion made by Selectman Gottlieb to adjourn at 6:50 p.m.

Motion seconded by Selectman O'Hara.

VOTE: Unanimous. 5-0.

Roll Call Vote:

**Selectman Sherman, yes
Selectman Cotton, yes**

**Selectman Weeden, yes
Selectman O'Hara, yes**

**Selectman Gottlieb, yes
Opposed, none**

Respectfully submitted,

Kathleen M. Soares
Secretary to the Select Board

**TOWN OF MASHPEE
BOARD OF SELECTMEN
PUBLIC HEARING NOTICE**

Pursuant to Chapter 138 of the Massachusetts General Laws, the Board of Selectmen, acting as the Local Licensing Authority for the Town of Mashpee, will conduct a public hearing on the application of Commons Convenience, Inc. for a transfer of the Annual Wine and Malt Beverages and Seasonal All Alcoholic Beverages Package Store licenses to MPG Corporation dba Rapid Refill.

Said hearing will be held virtually on Monday, January 24, 2022 at 6:35 p.m. The public may participate by calling (508) 539-1449.

Please be advised of the following:

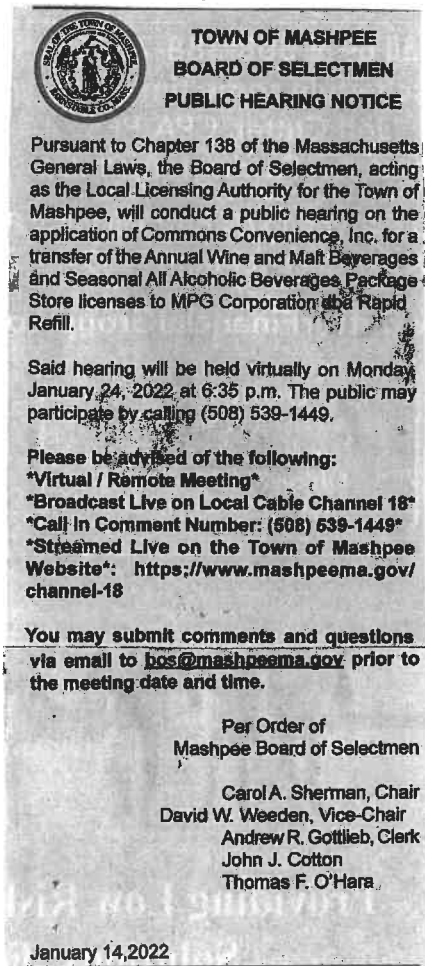
Virtual / Remote Meeting

Broadcast Live on Local Cable Channel 18

Call in Comment Number: (508) 539-1449

***Streamed Live on the Town of Mashpee Website*: <https://www.mashpeema.gov/channel-18>**

You may submit comments and questions via email to bos@mashpeema.gov prior to the meeting date and time.



Per Order of

Mashpee Board of Selectmen

Carol A. Sherman, *Chair*

David W. Weeden, *Vice-Chair*

Andrew R. Gottlieb, *Clerk*

John J. Cotton

Thomas F. O'Hara



TOWN OF MASHPEE

OFFICE OF SELECTMEN

16 Great Neck Road North
Mashpee, Massachusetts 02649
Telephone - (508) 539-1401
bos@mashpeema.gov

MEMORANDUM

Date: January 19, 2022

To: Rodney C. Collins, Town Manager,
Board of Selectmen

From: Stephanie A. Coleman, Administrative Secretary 

Re: Alcoholic Beverages License Amendment Applications – Commons Convenience, Inc. to MPG Corporation dba Rapid Refill

Description

Discussion and approval of the License Amendment applications of Commons Convenience, Inc. for a transfer of the Annual Wine and Malt Beverages and Seasonal All Alcoholic Beverages Package Store licenses to MPG Corporation dba Rapid Refill.

Background

Pursuant to Chapter 138 of the Massachusetts General Laws, the Board of Selectmen, acting as the Local Licensing Authority for the Town of Mashpee, will conduct a public hearing on the applications of Commons Convenience, Inc. for a transfer of the Annual Wine and Malt Beverages and Seasonal All Alcoholic Beverages Package Store licenses to MPG Corporation dba Rapid Refill.

Attached are the amendment applications for the Annual Wine and Malt Beverages license and the Seasonal All Alcohol license for review.

LAW OFFICES
OF
LOUIS A. CASSIS
50 BRAINTREE HILL OFFICE PARK
SUITE 301
BRAINTREE, MASSACHUSETTS 02184

December 22, 2021

Stephanie Coleman
Administrative Assistant
Board of Selectmen
Town of Mashpee
16 Great Neck Road North
Mashpee, MA 02649

**RE: APPLICATION FOR TRANSFER OF WINE & MALT PACKAGE STORE LICENSE
AND SEASONAL ALL-ALCOHOLIC PACKAGE STORE LICENSE FROM
COMMONS CONVENIENCE, INC. TO MPG CORPORATION**

Dear Ms. Coleman:

Enclosed please find the following documents in connection with the application of MPG Corporation for a transfer of a Wine & Malt Package Store License and a Seasonal All-Alcoholic Package Store License from Commons Convenience, Inc. located at 414 Nathan Ellis Highway North, Mashpee, Massachusetts:

1. Monetary Transmittal Form with E-pay Receipt;
2. Application for a Transfer of Wine & Malt Package Store License;
3. Application for a Transfer of Seasonal All-Alcoholic License;
4. Articles of Organization of MPG Corporation;
5. Corporate Vote;
6. CORI Request Forms;
7. Affidavit of Bruce Garrett;
8. Proofs of Citizenship;
9. Floor Plan.
10. Purchase and Sale Agreement;
11. Commercial Lease Agreement;
12. TD Bank Records;
13. Certificate of Good Standing and Tax Compliance (DOR);
14. Certificate of Compliances (DUA);
15. Check Payable to the Town of Mashpee in the amount of \$40.00.

Kindly assign this matter for hearing at the next available meeting date. It is my understanding that your office will prepare the newspaper ad and bill my office. Thank you for your attention and courtesy in this matter. If you have any questions, please do not hesitate to contact me.

Very truly yours,

Louis A. Cassis
Louis A. Cassis, Esq.



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

RECEIVED

DEC 28 2021

By: *Stephanie Colman*
Time: 9:55 A.m.

**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)

0071-PK-0670

ENTITY/ LICENSEE NAME MPG Corporation

ADDRESS 1 Roberts Road

CITY/TOWN Plymouth

STATE MA

ZIP CODE 02360

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

THE LOCAL LICENSING AUTHORITY MUST 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

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

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



Transaction Processed Successfully.

INVOICE #: 6c5ccc38-e200-4b40-83e2-b9420b3c894d

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	0071-PK-0670	\$200.00
		\$200.00

Total Convenience Fee: \$4.70

Date Paid: 12/17/2021 9:52:09 AM EDT

Total Amount Paid: \$204.70

Payment On Behalf Of

License Number or Business Name:
0071-PK-0670

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
Louis

Last Name:
Cassis

Address:

City:
Dorchester

State:
MA

Zip Code:
02124

Email Address:
lcassis@cassislaw.net



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

Mashpee

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.

This is an application to transfer the Wine & Malt Package Store License from Convenience Commons, Inc. to MPG Corporation to be exercised at 414 Nathans Highway, Mashpee, MA.

2. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES

Off-Premises-15

TYPE

\$15 Package Store

CATEGORY

Wines and Malt Beverages

CLASS

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 00071-PK-0670

FEIN

04-297006

Entity Name MPG Corporation

DBA Rapid Refill

Manager of Record

Daniel Fortunato

Street Address 414 Nathan Ellis Highway, Mashpee, Massachusetts

Phone

Email

pgarrett@voltaoil.com

Add'l Phone

Website

voltaoil.com

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.

Single story convenience store containig 4,100 square feet +/-, one front entrance and two side fire entrances with panis locks

Total Sq. Footage

4100

Seating Capacity

n/a

Occupancy Number

n/a

Number of Entrances

1

Number of Exits

2

Number of Floors

1

APPLICATION FOR A TRANSFER OF LICENSE

5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

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

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

Name of Principal	Title/Position	Percentage of Ownership
Saeed Chaudhry	President, Treasurer, Secretary, Director	100%

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	Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Peter Garrett	MA 02332			President/Director	54.6%	<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
Stephen Garrett	MA 02332			Treasurer/Secretary/Director	33.6%	<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
James Garrett	MA 02332			Chairman Board of Directors	11.8	<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
						<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

APPLICATION FOR A TRANSFER OF LICENSE

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

Name of Principal Bruce Garrett	Residential Address orne, MA 02542	SSN -	DOB -
Title and or Position Director	Percentage of Ownership 0%	Director/ LLC Manager <input checked="" type="radio"/> Yes <input type="radio"/> No	US Citizen <input checked="" type="radio"/> Yes <input type="radio"/> No
		MA Resident <input checked="" type="radio"/> Yes <input type="radio"/> No	

Name of Principal Cynthia Garrett	Residential Address , MA 02332	SSN 1	DOB -
Title and or Position Director	Percentage of Ownership 0%	Director/ LLC Manager <input checked="" type="radio"/> Yes <input type="radio"/> No	US Citizen <input checked="" type="radio"/> Yes <input type="radio"/> No
		MA Resident <input checked="" type="radio"/> Yes <input type="radio"/> No	

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

Additional pages attached? ☐ Yes ☒ No

CRIMINAL HISTORY

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

☒ Yes ☐ No

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality
Peter Garrett	Wine & Malt Pkg.	Rapid Refill	Westford,Falmouth,Taunton
Stephen Garrett	Wine & Malt Pkg.	Rapid Refill	Westford,Falmouth,Taunton
James Garrett	Wine & Malt Pkg.	Rapid Refill	Westford,Falmouth,Taunton

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☐ No ☒

If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	

APPLICATION FOR A TRANSFER OF LICENSE

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

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

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

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

7. CORPORATE STRUCTURE

Entity Legal Structure

Date of Incorporation

State of Incorporation

Is the Corporation publicly traded? ☐ Yes ☒ No

8. OCCUPANCY OF PREMISES

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

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

Please indicate by what means the applicant will occupy the premises

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

Will the Landlord receive revenue based on percentage of alcohol sales? ☐ Yes ☒ No

9. APPLICATION CONTACT

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

Name:

Phone:

Title:

Email:

APPLICATION FOR A TRANSFER OF LICENSE

10. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	n/a
B. Purchase Price for Business Assets	n/a
C. Other* (Please specify)	licences \$40,000
D. Total Cost	\$40,000.00

*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
Internal	\$40,000.00
Total:	\$40,000.00

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.
n/a			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

FINANCIAL INFORMATION

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

--

11. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? ☐ Yes ☒ No

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

To whom is the pledge being made?

--

A. MANAGER INFORMATION

Proposed Manager Name Daniel Fortunato Date of Birth N

Residential Address _____, MA 02743

Email dfortunato@voltaoil.com Phone _____

Please indicate how many hours per week you intend to be on the licensed premises **20-30**

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

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

Start Date	End Date	Position	Employer	Supervisor Name
2020	present	District Manager	MPG Corporation	Peter Garrett
2014	2020	Training Store Manager	CVS Pharmacy	

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.

☐ 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

David M. Fortunato

Date _____

13. MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement?
If yes, please fill out section 13.

☐ Yes ☒ No

Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

IMPORTANT NOTE: A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does not pertain to a liquor license manager that is employed directly by the entity.*

13A. MANAGEMENT ENTITY

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

Entity Name

Address

Phone

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director

US Citizen

MA Resident

☐ Yes ☐ No

☐ Yes ☐ No

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director

US Citizen

MA Resident

☐ Yes ☐ No

☐ Yes ☐ No

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director

US Citizen

MA Resident

☐ Yes ☐ No

☐ Yes ☐ No

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director

US Citizen

MA Resident

☐ Yes ☐ No

☐ Yes ☐ No

☐ 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

13B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 13A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

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

Name	License Type	License Name	Municipality

APPLICANT'S STATEMENT

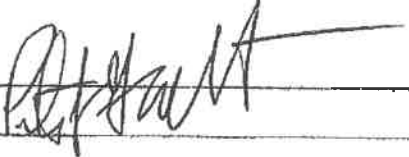
I, Peter Garrett the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP manager
Authorized Signatory
of MPG Corporation
Name of the Entity/Corporation

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: December 13, 2021

Title:

President



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.

This is an application to transfer the All-Alcoholic Seasonal License from Convenience Commons, Inc. to MPG Corporation to be exercised at 414 Nathan Ellis Highway, Mashpee, MA.

2. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES

Off-Premises-15

TYPE

\$15 Package Store

CATEGORY

All Alcoholic Beverages

CLASS

Seasonal

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.

Single story convenience store containing 4,100 square feet +/-; one front entrance and two side fire entrances with Panis locks.

Total Sq. Footage

4100

Seating Capacity

n/a

Occupancy Number

n/a

Number of Entrances

1

Number of Exits

2

Number of Floors

1

APPLICATION FOR A TRANSFER OF LICENSE

5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

Transferor Entity Name Commons Convenience, 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
Saeed Chaudhry	President, Treasurer, Secretary, Director	100%

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	Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Peter Garrett				President/Director	54.6%	<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
Stephen Garrett				Treasurer/Secretary/Director	33.6%	<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
James Garrett				Chairman Board of Directors	11.8	<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
						<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
						<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input 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
Bruce Garrett			
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Director	0%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input checked="" type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
Cynthia Garrett			
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Director	0%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input checked="" type="radio"/> Yes <input type="radio"/> No

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

Additional pages attached? ☐ Yes ☒ No

CRIMINAL HISTORY

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

☒ Yes ☐ No

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality
Peter Garrett	Wine & Malt Pkg.	Rapid Refill	Westford,Falmouth,Taunton
Stephen Garrett	Wine & Malt Pkg.	Rapid Refill	Westford,Falmouth,Taunton
James Garrett	Wine & Malt Pkg.	Rapid Refill	Westford,Falmouth,Taunton

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	

APPLICATION FOR A TRANSFER OF LICENSE

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

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

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

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

7. CORPORATE STRUCTURE

Entity Legal Structure

Date of Incorporation

State of Incorporation

Is the Corporation publicly traded? ☐ Yes ☒ No

8. OCCUPANCY OF PREMISES

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

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

Please indicate by what means the applicant will occupy the premises

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

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

☐ Yes ☒ No

9. APPLICATION CONTACT

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

Name:

Phone:

Title:

Email:

APPLICATION FOR A TRANSFER OF LICENSE

10. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	n/a
B. Purchase Price for Business Assets	n/a
C. Other* (Please specify)	licences \$40,000
D. Total Cost	\$40,000.00

*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
Internal	\$40,000.00
Total:	\$40,000.00

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.
n/a			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

FINANCIAL INFORMATION

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

11. PLEDGE INFORMATION

Please provide signed pledge documentation.

Are you seeking approval for a pledge? ☐ Yes ☒ No

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

To whom is the pledge being made?

A. MANAGER INFORMATION

Proposed Manager Name Daniel Fortunato Date of Birth SSN

Residential Address _____

Email Phone

Please indicate how many hours per week you intend to be on the licensed premises 20-30

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
2020	present	District Manager	MPG Corporation	Peter Garrett
2014	2020	Training Store Manager	CVS Pharmacy	

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.

☐ 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: Daniel M. Fortunato Date:

13. MANAGEMENT AGREEMENT

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

If yes, please fill out section 13.

☐ Yes ☒ No

Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

IMPORTANT NOTE: A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does not pertain to a liquor license manager that is employed directly by the entity.*

13A. MANAGEMENT ENTITY

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

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

CRIMINAL HISTORY

Has any individual identified above ever been convicted of a State, Federal or Military Crime?

If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☐ No

13B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 13A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

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

Name	License Type	License Name	Municipality

APPLICANT'S STATEMENT

I, Peter Garrett the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP manager
Authorized Signatory
of MPG Corporation
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: December 13, 2021

Title: President

The Commonwealth of Massachusetts

OFFICE OF THE MASSACHUSETTS SECRETARY OF STATE

MICHAEL JOSEPH CONNOLLY, Secretary

ONE ASHBURTON PLACE, BOSTON, MASS. 02108

ARTICLES OF ORGANIZATION

(Under G.L. Ch. 156B)

Incorporators

NAME

POST OFFICE ADDRESS

Include given name in full in case of natural persons; in case of a corporation, give state of incorporation.

Robert T. Aitchison, -

The above-named incorporator(s) do hereby associate (themselves) with the intention of forming a corporation under the provisions of General Laws, Chapter 156B and hereby state(s):

1. The name by which the corporation shall be known is:

M.P.G. Corporation

2. The purpose for which the corporation is formed is as follows:

To carry on the business of managing gasoline stations; to hire and train personnel for the purpose of managing gasoline stations; to supervise and take responsibility for the care and custody of products sold and monies collected from the sale thereof; to manage stations and garages for others; to purchase motor fuels and related products and resell them to the public; to lease, to purchase, own, sell and otherwise deal with gasoline stations and related equipment incidental to the operation thereof.

To deal in, sell, operate, and let for hire automobiles, motorcycles, and motor vehicles of every kind, nature and description; to build, maintain and operate buildings, storage houses and garages for the storing, caring for and keeping for hire therein of automobiles, motorcycles and motor vehicles of every kind, nature and description; generally to buy, sell and deal in all goods, wares and merchandise necessary or incidental to the operation, repair, or equipment of automobiles, motorcycles or motor vehicles of any and all kinds, manufactures and descriptions; and for the purpose of carrying on the business aforesaid to buy, sell and convey property, both real and personal, as the same shall be necessary, and generally to do all things that may be necessary to the conducting of said business.

86-149009

Note: If the space provided under any article or item on this form is insufficient, additions shall be set forth on separate 8 1/2 x 11 sheets of paper leaving a left hand margin of at least 1 inch for binding. Additions to more than one article may be continued on a single sheet so long as each article requiring each such addition is clearly indicated.

Examiner

Name
Approved

C ☐
P ☐
M ☐
R.A. ☐

P.C.

3. The total number of shares and the par value, if any, of each class of stock within the corporation is authorized as follows:

CLASS OF STOCK	WITHOUT PAR VALUE	WITH PAR VALUE		
	NUMBER OF SHARES	NUMBER OF SHARES	PAR VALUE	AMOUNT
Preferred	None	None		\$
Common	1,000	None		

- *4. If more than one class is authorized, a description of each of the different classes of stock with, if any, the preferences, voting powers, qualifications, special or relative rights or privileges as to each class thereof and any series now established:

N/A

- *5. The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are as follows:

See attached sheet.

- *6. Other lawful provisions, if any, for the conduct and regulation of business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or stockholders, or of any class of stockholders:

NONE

*If there are no provisions state "None".

5.

Restrictions on Transfer of Shares of Stock

Any stockholder, including the heirs, executors or administrators of a deceased stockholder, desiring to sell or transfer such stock owned by him or them, shall first offer it to the corporation through the Board of Directors, in the manner following:

He shall notify the Directors of his desire to sell or transfer by notice in writing, which notice shall contain the price at which he is willing to sell or transfer and the name of one arbitrator. The Directors shall, within thirty (30) days thereafter, either accept the offer, or by notice to him in writing name a second arbitrator, and these two shall name a third. It shall then be the duty of the arbitrators to ascertain the value of the stock, and if any arbitrator shall neglect or refuse to appear at any meeting appointed by the arbitrators, a majority may act in the absence of such arbitrator.

After the acceptance of the offer, or the report of the arbitrators as to the value of the stock, the Directors shall have thirty (30) days within which to purchase the same at such valuation, but if at the expiration of thirty (30) days, the corporation shall not have exercised the right to so purchase, the owner of the stock shall be at liberty to dispose of the same in any manner he may see fit.

No shares of stock shall be sold or transferred on the books of the corporation until these provisions have been complied with, but the Board of Directors may in any particular instance waive the requirement.

7. By-laws of the corporation have been duly adopted and the initial directors, president, treasurer and clerk, whose names are set out below, have been duly elected.
8. The effective date of organization of the corporation shall be the date of filing with the Secretary of the Commonwealth or if later date is desired, specify date. (not more than 30 days after the date of filing.)
9. The following information shall not for any purpose be treated as a permanent part of the Articles of Organization of the corporation.

a. The post office address of the initial principal office of the corporation of Massachusetts is:

Samoset Street, Plymouth, Mass. 02360

b. The name, residence, and post office address of each of the initial directors and following officers of the corporation are as follows:

	NAME	RESIDENCE	POST OFFICE ADDRESS
President:	Robert T. Aitchison	E. Falmouth 02536	E. Falmouth 02536
Treasurer:	Carolyn Govoni	Duxbury 02332	1 Duxbury 02332
Clerk:	Eileen M. Kaloshis	Halifax 02338	Halifax 02338
Directors:	Rober T. Aitchison Carolyn Govoni Cynthia Farquaharson	Andover, Ma.	Andover, Ma.

c. The date initially adopted on which the corporation's fiscal year ends is:

September 30th

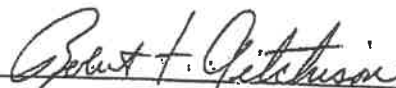
d. The date initially fixed in the by-laws for the annual meeting of stockholders of the corporation is:

Fourth Wednesday October

e. The name and business address of the resident agent, if any, of the corporation is:

None

IN WITNESS WHEREOF and under the penalties of perjury the INCORPORATOR(S) sign(s) these Articles of Organization
this 23rd day of May 19 86



Robert T. Aitchison

The signature of each incorporator which is not a natural person must be an individual who shall show the capacity in which he acts and by signing shall represent under the penalties of perjury that he is duly authorized on its behalf to sign these Articles of Organization.

239092

SECRETARY OF STATE
500

1986 MAY 29 THE COMMONWEALTH OF MASSACHUSETTS

CORPORATION

ARTICLES OF ORGANIZATION

GENERAL LAWS, CHAPTER 156B, SECTION 12

I hereby certify that, upon an examination of the within-written articles of organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$150.00 having been paid, said articles are deemed to have been filed with me this 29th day of May 1986

Effective date

Michael Joseph Connolly

MICHAEL JOSEPH CONNOLLY

Secretary of State

PHOTO COPY OF ARTICLES OF ORGANIZATION TO BE SENT
TO BE FILLED IN BY CORPORATION

TO:

BISHOP, AHERN & BARRY

Medford, Massachusetts 02155

Telephone (617) 396-005

FILING FEE: 1/20 of 1% of the total amount of the authorized capital stock with par value, and one cent a share for all authorized shares without par value, but not less than \$125. General Laws, Chapter 156B. Shares of stock with a par value less than one dollar shall be deemed to have par value of one dollar per share.

Copy Mailed

CORPORATE VOTE

The Board of Directors or LLC Managers of

MPG Corporation

Entity Name

duly voted to apply to the Licensing Authority of

Mashpee

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

December 13, 2021

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

"VOTED: To authorize

Peter Garrett

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

Daniel Fortunato

Name of Liquor License Manager

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

A true copy attest,

Corporate Officer / LLC Manager Signature

Peter Garrett

(Print Name)

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

STEPHEN P GARRETT

(Print Name)



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 LICENSE)</small>	0084-PK-1264	LICENSEE NAME:	MP6 Corporation	CITY/TOWN:	Taunton
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APPLICANT INFORMATION

LAST NAME:	Garrett	FIRST NAME:	Peter	MIDDLE NAME:	James
MAIDEN NAME OR ALIAS (IF APPLICABLE):			PLACE OF BIRTH:	Lawrence, MA	
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME:	Jane Godwin	DRIVER'S LICENSE #:		STATE LIC. ISSUED:	Massachusetts
GENDER:	MALE	HEIGHT:	6 4	WEIGHT:	250
				EYE COLOR:	Blue
CURRENT ADDRESS:					
CITY/TOWN:	Duxbury	STATE:	MA	ZIP:	02332
FORMER ADDRESS:					
CITY/TOWN:		STATE:		ZIP:	

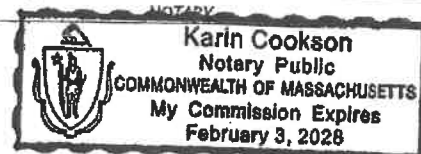
PRINT AND SIGN

PRINTED NAME:	Peter G. Garrett	APPLICANT/EMPLOYEE SIGNATURE:	
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NOTARY INFORMATION

On this JUNE 7, 2021 before me, the undersigned notary public, personally appeared PETER J. GARRETT
(name of document signer), proved to me through satisfactory evidence of identification, which were KNOWN TO ME
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.

NOTARY



DIVISION USE ONLY

REQUESTED BY:	
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE	

The DCI Identity Theft Index P.N. Number is to be completed by those applicants that have been issued an Identity Theft P.N. 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 CBAs request forms that include this field are required to be submitted to the DCI via mail or by fax to (617) 650-4614.



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150

JEAN M. LORIZIO, ESQ.
CHAIRMAN

CORI REQUEST FORM

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: (IF EXISTING LICENSE)	0084-PK-1264	LICENSEE NAME:	MPG Corporation	CITY/TOWN:	Taunton
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APPLICANT INFORMATION

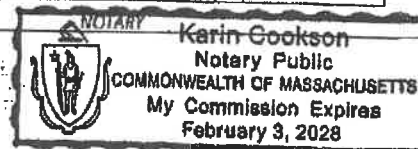
LAST NAME:	Garrett	FIRST NAME:	Stephen	MIDDLE NAME:	Peter			
MAIDEN NAME OR ALIAS (IF APPLICABLE):			PLACE OF BIRTH:	Lawrence, MA				
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):				
MOTHER'S MAIDEN NAME:	Godwin	DRIVER'S LICENSE #:	5	STATE LIC. ISSUED:	Massachusetts			
GENDER:	MALE	HEIGHT:	6	2	WEIGHT:	240	EYE COLOR:	Green
CURRENT ADDRESS:								
CITY/TOWN:	Duxbury	STATE:	MA	ZIP:	02332			
FORMER ADDRESS:	46 School Street							
CITY/TOWN:	Duxbury	STATE:	MA	ZIP:	02332			

PRINT AND SIGN

PRINTED NAME:	Stephen Garrett	APPLICANT/EMPLOYEE SIGNATURE:	
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NOTARY INFORMATION

On this JUNE 7, 2021 before me, the undersigned notary public, personally appeared STEPHEN P. GARRETT
(name of document signer), proved to me through satisfactory evidence of identification, which were KNOWN TO ME
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.



DIVISION USE ONLY

REQUESTED BY:	
SIGNATURE OF CORI-AUTHORIZED REPRESENTATIVE	

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) 669-4614.



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

KIM S. GAINSBORO, ESQ.
CHAIRMAN

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSE)</small>	0084-PK-1264	LICENSEE NAME:	MPG Corporation	CITY/TOWN:	Taunton
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APPLICANT INFORMATION

LAST NAME:	GARRETT	FIRST NAME:	JAMES	MIDDLE NAME:	STEGE			
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	BRONXVILLE, NY					
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):				
MOTHER'S MAIDEN NAME:	STEGE	DRIVER'S LICENSE #:		STATE LIC. ISSUED:	Massachusetts			
GENDER:	MALE	HEIGHT:	6	3	WEIGHT:	200	EYE COLOR:	BROWN
CURRENT ADDRESS:								
CITY/TOWN:	DUXBURY	STATE:	MA	ZIP:	02332			
FORMER ADDRESS:	290 POWDER POINT AVE							
CITY/TOWN:	DUXBURY	STATE:	MA	ZIP:	02332			

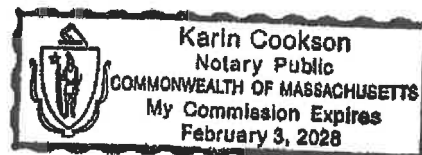
PRINT AND SIGN

PRINTED NAME:	James Garrett	APPLICANT/EMPLOYEE SIGNATURE:	<i>James Garrett</i>
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NOTARY INFORMATION

On this 14th of JUNE 2021 before me, the undersigned notary public, personally appeared JAMES S. GARRETT
(name of document signer), proved to me through satisfactory evidence of identification, which were KNOWN TO ME
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]
NOTARY



DIVISION USE ONLY

REQUESTED BY:
SIGNATURE OF CORP AUTHORIZED EMPLOYEE

The DCII Identity Theft Index Pin Number is to be completed by those applicants that have been issued an Identity Theft Index Number by the DCII. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. All CORI request forms that include this field are required to be submitted to the DCII via mail or by fax to (617) 680-4614.

[illegible]



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: 0084PK1244 LICENSEE NAME: MPG Corporation CITY/TOWN: Taunton

APPLICANT INFORMATION

LAST NAME:	Garrett	FIRST NAME:	Bruce	MIDDLE NAME:	Godwin
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	Portland, Oregon		
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME:	Godwin	DRIVER'S LICENSE #:		STATE LIC. ISSUED:	Massachusetts
GENDER:	MALE	HEIGHT:	6	WEIGHT:	195
				EYE COLOR:	Blue
CURRENT ADDRESS:					
CITY/TOWN:	Buzzards Bay	STATE:	MA	ZIP:	02532
FORMER ADDRESS:	35 Deer Hill Lane				
CITY/TOWN:	Carver	STATE:	MA	ZIP:	02330

PRINT AND SIGN

PRINTED NAME: Bruce Garrett APPLICANT/EMPLOYEE SIGNATURE: *Bruce Garrett*

NOTARY INFORMATION

On this Oct. 17, 2021 before me, the undersigned notary public, personally appeared Bruce Garrett (name of document signer), proved to me through satisfactory evidence of identification, which were MA 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.



LOUIS A. CASSIS
Notary Public, Commonwealth of Massachusetts
My Commission Expires December 02, 2027

Louis A. Cassis

NOTARY

DIVISION USE ONLY

REQUESTED BY:
SIGNATURE OF CORI AUTHORIZED EMPLOYEE:
The DCL Identity Theft Index PIN Number is to be completed by those applicants that have been issued an identity theft PIN Number by the DCL. Filled numbers are required to enable all candidate 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 DCL via mail by the to (617) 698-4934.



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150

JEAN M. LORIZIO, ESQ.
CHAIRMAN

CORI REQUEST FORM

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>(ISSUING LICENSE)</small>	0084-PK-1264	LICENSEE NAME:	MPG Corporation	CITY/TOWN:	Taunton
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APPLICANT INFORMATION

LAST NAME:	Fortunato	FIRST NAME:	Daniel	MIDDLE NAME:	Marc	
MAIDEN NAME OR ALIAS (IF APPLICABLE):	n/a	PLACE OF BIRTH:	New Bedford			
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):		
MOTHER'S MAIDEN NAME:	Nancy Lopes	DRIVER'S LICENSE #:		STATE LIC. ISSUED:	Massachusetts	
GENDER:	MALE	HEIGHT:	5	7	WEIGHT:	153
				EYE COLOR:	Brown	
CURRENT ADDRESS:						
CITY/TOWN:	Acushnet	STATE:	MA	ZIP:	02743	
FORMER ADDRESS:	15 Cove!! Street					
CITY/TOWN:	New Bedford	STATE:	MA	ZIP:	02745	

PRINT AND SIGN

PRINTED NAME:	Daniel Fortunato	APPLICANT/EMPLOYEE SIGNATURE:	<i>Daniel M. Fortunato</i>
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NOTARY INFORMATION

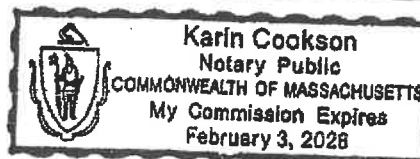
On this 9th, Aug 2021 before me, the undersigned notary public, personally appeared DANIEL M. FORTUNATO
(name of document signer), proved to me through satisfactory evidence of identification, which were MA LIC
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

[Signature]
NOTARY

DIVISION USE ONLY

REQUESTED BY:

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



AFFIDAVIT OF BRUCE GARRETT

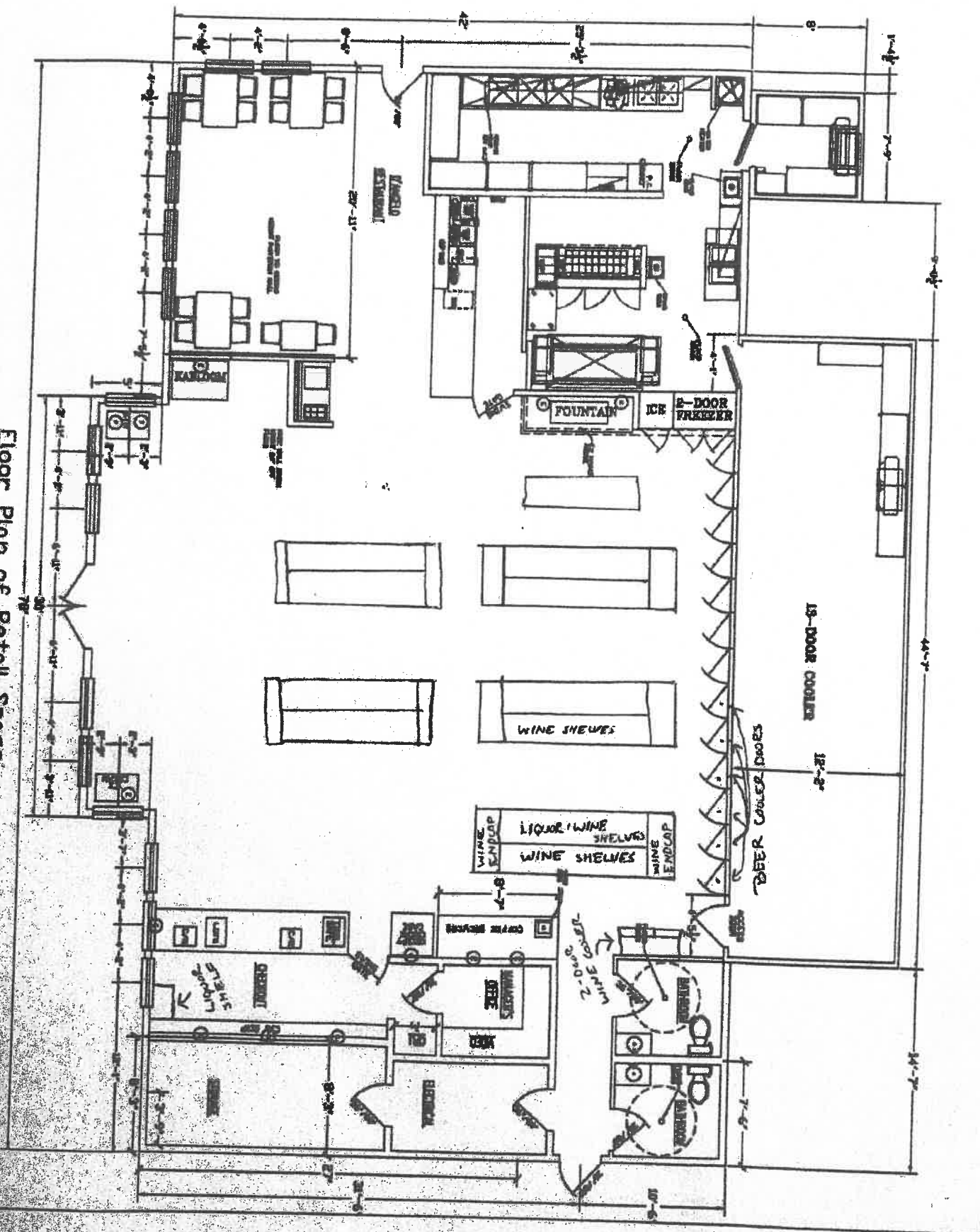
I, Bruce Garrett, under oath depose and state:

1. I am a resident of 34 Canan Road, Bourne, Massachusetts.
2. My date of birth is September 22, 1962.
3. On or about July 21, 1986 I was convicted of operating a motor vehicle while under the influence of intoxicating liquor. I completed an alcohol education program and completed my period of probation.
4. I have not had any further arrests or convictions since that date.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY THIS 8TH DAY OF OCTOBER, 2021.


Bruce Garrett

2750 - 44th



LICENSE PURCHASE AND SALE AGREEMENT

AGREEMENT made this day of December 2021 by and between Commons Convenience, Inc., a Massachusetts corporation doing business as "Commons Convenience", with a principal office located at 414 Nathan Ellis Highway, Mashpee, MA, hereinafter referred to as the "Seller" and MPG Corporation, a Massachusetts corporation, with a principal office located at 1 Roberts Road, Plymouth, MA 02360, hereinafter referred to as the "Buyer".

WHEREAS, the Seller operates a retail gas station/convenience store known as "Commons Convenience", located at 414 Nathan Ellis Highway, Mashpee, MA (the "Seller's Business"); and

WHEREAS, an annual Wine & Malt Package Store License, ABCC #00071-PK-0670 and a Seasonal All Alcoholic Package Store License, ABCC # , (the "Licenses") have been issued to the Seller in connection with the Seller's Business; and

WHEREAS, the Buyer intends to operate a business known as Rapid Refill at 414 Nathan Ellis Highway, Mashpee, Massachusetts (the "Buyer's Business"); and

WHEREAS, Seller desires to sell to the Buyer and the Buyer desires to purchase from the Seller, and use at Buyer's Business, the Seller's right, title and interest in and to the Licenses upon the terms and conditions hereinafter set forth.

In consideration of One (\$1.00) Dollar and other valuable consideration by each of the parties hereto to the other paid, the receipt of which is hereby acknowledged, and of the covenants and agreements hereinafter set forth, the parties have agreed and by these presents do hereby agree as follows:

1. SALE OF ALL ALCOHOLIC BEVERAGES LICENSES. The Seller agrees to sell and the Buyer agrees to buy the Licenses.

2. PURCHASE PRICE. For said conveyance and transfer, the Buyer, or its nominee, shall pay the total sum of Forty Thousand and 00/100 (\$40,000.00) Dollars as follows:

(i) Ten Thousand and 00/100 (\$10,000.00) Dollars, as a deposit, has been paid upon the execution of this agreement; and

(ii) Thirty Thousand and 00/100 (\$30,000.00) Dollars shall be paid in cash, wire or by certified, bank treasurer's or attorney's IOLTA check or in other good funds at the time of closing.

(iii) The Buyer will purchase the Seller's inventory of beer and wine at Seller's wholesale cost, in addition to all grocery inventory at the property, including all tobacco products, as long as the same are not expired. Should Seller have inventory which Buyer will not offer for sale, then Buyer shall have no obligation to purchase same. On the day prior to the closing the Seller and Buyer or their representatives shall take an inventory of the beer and wine and grocery inventory on the premises and wholesale cost of said beer and wine shall be paid for at the closing by Buyer to Seller. Under no circumstances shall the Buyer be required to purchase any beer that it out of date.

3. REPRESENTATIONS AND COVENANTS OF SELLER. The Seller states as follows:

(a) The Seller has, and will have, good and marketable, right to the Licenses, which is, and will be at the closing, in good standing and in full force and effect.

(b) The Seller is a duly organized and existing Massachusetts limited liability company in good standing, with a principal office located at 414 Nathan Ellis Highway, Mashpee, Massachusetts.

(c) The Seller materially represents that the person or persons signing this agreement on behalf of the company has/have been duly authorized by the company to do so.

(d) As of the date of closing there will be no litigation or other proceedings pending, known or contemplated, including bankruptcy proceedings, against or involving the Seller or its principals which shall make it impossible for the Seller to consummate the transaction in accordance with the terms and conditions contained herein.

(e) The Licenses will be transferred to the Buyer free and clear from all encumbrances.

(f) No judgments or liens will be outstanding at the time of closing against the Seller which will prevent its compliance with the terms and conditions contained herein relative to the Licenses.

(g) Relative to the Licenses, the Seller will indemnify the Buyer and hold the Buyer harmless from and against all acts, actions, suits, damages, judgments, liens, costs, charges, expenses and attorneys' fees, in consequence of any liability of whatsoever nature occurring prior to the closing and attributable to Seller and its activities relating to the License which may be successfully asserted against the Buyer, at any time as the transferee of the Licenses to be purchased by the Buyer hereof; it being understood that this indemnity refers only to such transferee liabilities as might be imposed by law on the Buyer, as the transferee of the Licenses to be purchased by the Buyer hereunder. (h) The Seller, to the best of its knowledge, has complied with all laws, rules and regulations of the municipal, state and federal governments, and is not in violation of any terms and conditions of the Licenses which said violation would prevent the transfer of the Licenses to the Buyer in accordance with the provisions of this Agreement.

(i) The Seller has not entered into any contract to sell or mortgage the Licenses.

(j) The Bill of Sale and instruments of assignment to be delivered at the closing will transfer to the Buyer, or its nominee, all of the interest of the Seller in the Licenses issued by the Town of Mashpee and the Massachusetts Alcoholic Beverages Control Commission ("ABCC").

(k) At the time of the closing there will be no restraining orders, tax liens or outstanding taxes owed to the Commonwealth which will prevent the transference of the Licenses.

(l) The Seller has paid or will pay prior to closing, or will have a valid, up-to-date and enforceable agreement with any taxing authority to which monies are owed such that Buyer's counsel, acting as closing attorney, can rely on and pay, all taxes, including social security, withholding, sales taxes, meals taxes, cigarette taxes and unemployment taxes relating to the operation of the Seller's Business and due and payable by it to the town, state and federal governments prior to the closing date.

The Seller represents that any monies currently owed, or anticipated to be owed, to any taxing authority do not exceed the net proceeds from the sale of the Licenses.

(m) The Seller has filed or will file prior to the closing, all tax returns required by law to be filed for all periods prior to the closing and has paid or will pay all taxes due and payable by Seller to the federal, state, county or town governments for all periods prior to the closing.

(n) At the time of the closing the Seller will pay, or will have paid, all monies owed for liquor to any liquor wholesaler or distributor so that there will be no outstanding monies owed by the Seller relative to this Licenses and the Seller will not be delinquent with any liquor wholesalers or distributors relative to this Licenses, it being the intention of this provision that there will be no reason based on the Seller's debt to a liquor wholesaler or distributor for the Buyer to be prevented from ordering liquor from the same on credit. The Seller shall provide proof of such payments or authorize the Buyer to pay such outstanding obligations from the closing proceeds.

4. REPRESENTATIONS AND COVENANTS OF BUYER. The Buyer warrants, represents and covenants the following:

(a) The Buyer is a duly organized and existing Massachusetts Corporation;

(b) The Buyer materially represents that the person or persons signing this agreement on behalf of the corporation has/have been duly authorized by the company to do so.

(c) To the best of Buyer's knowledge, no facts exist which would result in the denial of the transfer of the Licenses to the Buyer.


(d) As of the date of closing there will be no litigation or other proceedings pending known against the Buyer which shall make it impossible for the Buyer to consummate the transaction in accordance with the terms and conditions contained herein.

(e) The Buyer has not entered into any contract to purchase any other all alcohol Licenses which would prohibit the transfer of the Licenses to the Buyer as contemplated herein.

(f) Relative to the Licenses, the Buyer will indemnify the Seller and hold the Seller harmless from and against all acts, actions, suits, damages, judgments, costs, charges, expenses and attorneys' fees, in consequence of any liability of whatsoever nature occurring after the closing attributable to Buyer and its activities relating to the transferred licenses, and which may be successfully asserted against the Seller, at any time as the transferor of the License to be purchased by the Buyer hereof; it being understood that this indemnity refers only to such transferee liabilities as might be imposed by law on the Seller as the transferor of the Licenses to be purchased by the Buyer hereunder. This provision shall survive the Closing.

5. NO ASSUMPTION OF LIABILITIES. The parties agree and acknowledge that the Buyer is not assuming any liabilities or obligations of the Seller whatsoever with regard to the Licenses unless expressly set forth herein.

6. CLOSING. The closing shall take place within ten (10) days after the approval and notification by the Town of Mashpee that it has received the approved Form 43 from the Massachusetts Alcoholic Beverages Control Commission ("ABCC") for the transfer of the Licenses to the Buyer (the "License Application"), unless some condition precedent to the closing remains outstanding, in which case the closing shall take place 10 days after the last condition set forth herein has been met, or at some other time and place shall have been mutually agreed upon in writing. Provided, however, in the event that said approvals have not been obtained or transferred by March 1, 2022 either party may terminate this Agreement upon ten (10) days' written notice to the other (unless said licenses are obtained or transferred within such ten (10) day period in which event this Agreement shall not be terminated) and all deposits made hereunder shall be refunded forthwith. Further, in the event The Town of Mashpee, and/or the ABCC does not approve the transfer of the licenses to the Buyer for its use at, 414 Nathan Ellis Highway, Mashpee, MA, Buyer may, at his discretion, terminate this Agreement and all deposits hereunder will be refunded forthwith.



At the closing, and as a condition precedent to the payment of the purchase price provided for in Paragraph 2 hereof, the Seller shall deliver to the Buyer the following documents:

(a) Title Documents - A Bill of Sale conveying good title to the Licenses, free from all encumbrances, liens and liabilities of any nature, and any other reasonable and customary instruments required by the Buyer or Buyer's counsel to effectuate the transfer contemplated herein.

(b) Corporate Resolution or Vote - A resolution or corporate vote duly executed by the requisite officer(s) and/or member(s) of the Seller as to the due adoption by the Members of the Seller, in accordance with the applicable provisions of the Seller's bylaws or other governing documents, or the governing statute, of resolutions authorizing (i) the transaction to be performed by the Seller under this Agreement and (ii) the manager, member or other authorized agents 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) Certificates of Good Standing - Certificates of Good Standing will be delivered to the Buyer for the following:

i) A Certificate of Good Standing from the Massachusetts Secretary of the Commonwealth's Corporations Division.

ii) A Certificate of Good Standing and Tax Waiver from the Massachusetts Department of Revenue ("MDOR") and a Certificate of Compliance from Massachusetts Department of Unemployment Assistance (MDUA) both dated within three weeks of the signing of this agreement. The Seller agrees and acknowledges that a Certificate of Good Standing from the MDOR and Certificate of Compliance from the MDUA are required to be submitted with the Buyer's License Application, which the Seller agrees to so provide, and it shall be a condition precedent to Buyer's obligations to file the Liquor License Application with the Town of Mashpee.



(d) List of distributors – A list of alcohol wholesalers or distributors of the Seller supplying the Seller's Business and proof of outstanding balances owed, or zero balances, to the same.

The Seller shall deliver any other documents reasonable and customary required by the Buyer's counsel to consummate the closing as contemplated herein.

7. SURVIVAL OF REPRESENTATIONS. All representations, warranties, and agreements made by the Seller in this agreement or pursuant hereto, except as otherwise expressly stated, shall survive the closing.

8. DEPOSIT. The \$10,000.00 deposit which accompanied this agreement shall be held by Seller's Attorney in a non-interest bearing escrow account, and duly accounted for at closing.

9. ESCROW. Pending approval or disapproval of the License Application by the Board of Selectmen of the Town of Mashpee and the ABCC, and the issuance of the Licenses to the Buyer or its nominee, the monies deposited under this Agreement shall be held in escrow by the attorneys ("Escrow Agents") upon the following terms:

Upon satisfactory proof to the Escrow Agent that the License Application has been approved by both the Town of Mashpee and the ABCC to the Buyer or its nominee, and notification of the place and time for the closing, the Escrow Agents shall forthwith pay over to the Seller at the closing the purchase money held by him, and the Escrow Agent shall thereupon be discharged from all liability therefor.

If the License Application is disapproved and the License Application is denied to the Buyer or its nominee due to the breach of this Agreement by the Buyer, the Escrow Agent, upon written notice given by both the Buyer and Seller, or per a valid court order, shall forthwith pay over to the Seller or its nominee the deposit held by him, and the Escrow Agent shall thereupon be discharged from all liability therefore, and all rights of the Buyer and the Seller under this Agreement shall thereupon terminate.

In the event either party exercises its option to terminate the Agreement per the terms of paragraph 6 hereof, the Escrow Agents shall forthwith pay over to the Buyer or its nominee the deposit

held by him, and the Escrow Agents shall thereupon be discharged from all liability therefore, and all rights of the Buyer and the Seller under this Agreement shall thereupon terminate.

In all other circumstances, the Escrow Agents, upon written notice given by both the Buyer and Seller, or per a valid court order, shall forthwith pay over to the party designated in the notice or order, or its nominee, the deposit held by him, and the Escrow Agents shall thereupon be discharged from all liability therefore, and all rights of the Buyer and the Seller under this Agreement shall thereupon terminate.

10. BUYER'S DEFAULT. In the event of default of the Buyer hereunder, any deposit paid by the Buyer hereunder shall be retained by the Seller as liquidated damages, which shall be the sole remedy at law and in equity for the Seller.

11. BROKER. The parties agree that there was no Broker involved in this transaction.

12. CONDITIONS OF SALE. This Agreement is subject to the following:

(a) Approval by the Board of Selectmen of the Town of Mashpee and the ABCC of the Buyer's License Application in accordance with the design and operation described in the Buyer's application for the same, which shall be in a form suitable for the Buyer's purpose at the Buyer's sole discretion. Seller agrees to cooperate in the Liquor Application and to execute and deliver such documents and other things necessary or desirable to effectuate the submission of the Liquor Application and approval in a timely manner, including providing a Certificate of Good Standing and Tax Waiver from the MDOR and Certificate of Compliance from MDUA within 21 days of the signing of this Agreement, which is required for the submission of the Liquor Application to the Town of Mashpee, and to also provide additional Certificates from the MDOR and MDUA while the License Application is pending, if requested by the regulatory authorities. Buyer shall file Liquor Application within 21 days of signing this Agreement. Buyer shall be solely responsible for the cost and filing of the Liquor Application and Buyer shall use reasonable and customary business efforts to pursue the same

and respond to all inquiries and reasonable requests for information from all applicable governmental and civic organizations. Failure of the Buyer to use reasonable and customary business efforts in pursuing the Liquor Application shall be considered a default under the provisions of this Agreement.

13. NOTICE: Any notice, demand, request or other instrument which may be or is required to be given under this Agreement shall be deemed to have been duly given if in writing and (a) sent by facsimile, email or other commonly used mode of electronic or digital transmission, if a facsimile number or email address is provided in this Agreement; (b) deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested; or (c) delivered personally or sent by a nationally recognized overnight courier, all charges prepaid, at the addresses of SELLER and BUYER as set forth in this Paragraph. Notice given to either party's legal counsel shall be deemed to have been given to the represented party. Such address or other contact information may be changed by written notice to the other party in accordance with this Paragraph.

To Buyer's Counsel:

Louis A. Cassis, Esq.
50 Braintree Hill Park
Suite 301
Braintree, MA 02184
Tel: (617) 773-7000
Fax: (617) 472-9028
lcassis@cassislaw.net

To Seller's Counsel:

Paul R. Tardif, Esq.
Law Offices of Paul R. Tardif, Esq., P.C.
490 Main Street
Yarmouth, MA 02675
Tel: (508) 362-7799
Fax: (508) 362-7199
ptardif@tardiflaw.com

Notice given pursuant to the method described in (a) shall be deemed effective only upon receipt by the party to whom such notice is addressed, within the time frame applicable to such notice. All

notices given pursuant to the methods described in (b) and (c) shall be deemed effective upon mailing. Either party may notify the other of a new address, in which case such new address shall be employed for all subsequent mailings. The effective date of such notice of new address shall be determined by the method of notice used pursuant to (a), (b) and (c) above. The parties agree that this Agreement and any amendment may be transmitted between them by facsimile, email or other commonly used mode of electronic or digital transmission. The parties intend that faxed, emailed or electronic or digital transmissions of signatures constitute original signatures for all purposes. It is agreed and understood that any amendment of the provisions of this Agreement, or any extension of this agreement, may be executed on behalf of a party by their counsel.

14. 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.

15. ENTIRE AGREEMENT MODIFICATION. This Agreement is to take effect as a sealed instrument and sets forth the entire agreement between the parties relative to the subject matters hereof and may be cancelled or modified only by a written instrument executed by the parties.

16. MASSACHUSETTS CONTRACT. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts and may be executed in any number of counterparts, each of which when executed and delivered is an original, but all of which together shall constitute one instrument. Facsimile signatures shall be deemed as originals for all purposes so required.

17. NATURE AND SURVIVAL OF REPRESENTATION. All statements contained in any certificate or other instrument delivered by or on behalf of the Seller, or in connection with the transactions contemplated hereby, shall be deemed representations, warranties, and agreements made by the Seller in this Agreement or pursuant hereto shall survive the closing.



18. PAYMENT OF ANNUAL FEE. The cost of the annual fee for the License shall be adjusted pro rata at the date of closing, and the net amount thereof shall be added to the purchase price payable by the BUYER at closing.

19. USE OF PURCHASE MONEY TO CLEAR TITLE. To enable the Seller to make conveyance and transfer as herein provided, the Seller may at the time of delivery of the Bill of Sale and other instruments of transfer, use the purchase money or any portion thereof, to clear title of any or all encumbrances; provided, that all instruments so procured are recorded simultaneously, or reasonably thereafter, with the delivery of said Bill of Sale.

Buyer:

MPG Corporation

By:

PETER GARRETT, President

Seller:

COMMONS CONVENIENCE, INC.

By:

Saeed A. Chaudhry, President and
Treasurer

LEASE

LEASE dated February 23, 2002, by and between SUSAN MUSTO, as Trustee of HOLLY TREE NOMINEE TRUST under Declaration of Trust dated January 11, 1990, and recorded with the Barnstable County Registry District of the Land Court as Document No. 500786, a Massachusetts nominee trust, ("Landlord"), and VOLTA OIL COMPANY, INC., a Massachusetts corporation, ("Tenant").

ARTICLE I DEMISED PREMISES

Section 1.1(a). Demised Premises. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, subject to the provisions of this lease, the following premises:

- (i) that certain parcel of land containing, in the aggregate, approximately 36,718 square feet of land area, known as and numbered 414 Nathan Ellis Highway, Mashpee, Massachusetts, shown as Lot 2171 on the Plan attached hereto as Exhibit A and more particularly described on Exhibit A-1 attached hereto (the "Land"); and
- (ii) together with all buildings and improvements, now existing or hereafter constructed on the Land, if any.

The Land, including all buildings and structures thereon at any time, are hereinafter collectively referred to as the "demised premises".

Section 1.1(b). Appurtenances. The demised premises are demised, subject to and with the benefit of the easements, rights, restrictions, agreements and encumbrances set forth on Exhibit B hereto, and with the benefit of all the rights contained in this lease and all the rights appurtenant to this lease and to the demised premises by operation of law.

Section 1.2. Landlord's Title. Landlord represents and warrants that it has good, clear, marketable title to the demised premises free from encumbrances except existing mortgages of record, and assessments, restrictions and reservations of record, if any, so long as the same do not materially interfere with the intended use of such demised premises as a and a convenience store and a gasoline or motor fuel service station.

ARTICLE II TERM AND INDUCEMENTS

Section 2.1. Term. The term of this lease shall begin on the Commencement Date and shall terminate (unless extended pursuant to the provisions of Article III hereof) on the tenth (10th) anniversary of the Commencement Date. For purposes of this lease, the word "term" shall be deemed to mean the original term and any Extension Periods effected pursuant to Article III hereof.

Section 2.2. Commencement Date Pre-Conditions. The "Commencement Date" shall be the earlier of (i) the date of issuance of a certificate of occupancy (or a temporary certificate of

occupancy, if available) for the operation of a gasoline filling station on the demised premises, (ii) April 24, 2002, or (iii) the date Tenant opens for business on the demised premises.

Section 2.3. Inspection. Tenant and its agents, independent contractors shall have the right, at Tenant's expense and risk, to enter upon the demised premises and any part thereof from and after the date of this lease for the purpose of inspecting the same, making surveys, conducting borings, percolation tests, soil tests and all other tests and studies which Tenant deems necessary, provided that no such activities shall materially interfere with the work performed by Motiva Enterprises, LLC under the Access Agreement described below. Tenant shall indemnify and hold Landlord harmless from and against any claims for injury to persons or damage to property arising out of Tenant's acts or omissions during the course of such tests and studies. At Landlord's option, Tenant shall restore surfaces of the Land disturbed by any of the foregoing.

Tenant may terminate this lease, in which case the lease shall be deemed null and void, without recourse to the parties hereto, except for Tenant's indemnifications of Landlord as provided for in the foregoing paragraph which shall survive termination of this lease, by written notice received by Landlord on or before March 6, 2002 if Tenant is not reasonably satisfied with any asbestos inspections relating to the demised premises.

Section 2.4. Tenant's Covenant to Open. Tenant agrees to use its good faith efforts to open for business in the demised premises on or before April 24, 2002 (herein the "Opening Date"). In the event that Tenant is not open for business on the Opening Date, Tenant shall diligently pursue and use good faith efforts to obtain and maintain all necessary licenses, permits and other authorizations needed to construct, maintain and operate Tenant's Business on the demised premises; provided, however, if Tenant fails to open for business on the Opening Date and fails to use such good faith efforts as required herein, Landlord shall, without waiving or prejudicing any other right or remedy Landlord may have, have the right at any time after the Opening Date to enter the demised premises and to take all actions necessary to permit Tenant's Business to open for business, and Tenant shall forthwith reimburse Landlord for any amount reasonably paid and any reasonable expense or reasonable contractual liability so incurred. Tenant's failure to reimburse Landlord shall be deemed a failure to pay the minimum rent.

Section 2.5. Landlord's Cancellation Right. If Tenant shall have failed to (i) open the demised premises for the conduct of Tenant's Business on or before the Opening Date, and (ii) to diligently pursue and use good faith efforts to obtain and maintain all necessary licenses, permits and other authorizations needed to construct, maintain and operate Tenant's Business on the demised premises, then Landlord shall have the right to cancel this lease by written notice sent to Tenant at any time thereafter, but prior to such opening. Upon the sending of such notice, this lease shall terminate, except for Tenant's indemnifications of Landlord as provided for in the foregoing paragraph which shall survive termination of this lease, and be without recourse to the parties hereto, except that if Tenant fails to open for business within a reasonable time after the Opening Date, and the reason for not opening is any reason other than Tenant's inability to obtain a certificate of occupancy (or temporary certificate of occupancy) or a cease and desist order (or equivalent order by the Town of Mashpee Building Inspector) either of which is based on the failure to obtain a Special Permit for the operation of a gasoline fueling station on the demised

premises in accordance with Section 174-25 of the Mashpee Zoning By-Law (the "Special Permit"), Landlord shall have rights to recover accrued, unpaid rent and damages from Tenant resulting from Tenant's failure to open for business. That failure shall be deemed a Condition of Default which is not curable for purposes of Article XVI after Landlord has sent notice of termination under this Section.

Section 2.6. Tenant's Cancellation Right. If despite diligent efforts to open the demised premises for the conduct of Tenant's Business, Tenant is unable to obtain a certificate of occupancy or temporary certificate of occupancy required to operate Tenant's Business on the demised premises because a (i) Special Permit is required and despite Tenant's good faith efforts Tenant is unable to obtain a Special Permit; (ii) Tenant is unable, despite Tenant's good faith efforts, to obtain a Building Permit (or have the existing Building Permit No. BP-2001-0108 transferred to Tenant) provided that any such building permit is consistent with the intensity of use and lay out as shown on the plan attached hereto as Exhibit C; or (iii) the G.L. c. 148 License (as defined below) has lapsed or is otherwise not in effect (except if such lapse could have been reasonably avoided by Tenant), then Tenant shall have the right to cancel this lease by written notice sent to Landlord at any time thereafter. Upon the sending of such notice, this lease shall terminate and be without recourse to the parties hereto notwithstanding anything else contained herein to the contrary. Tenant acknowledges that Landlord has provided it with a copy of a license under G.L. c. 148 dated January, 2001, which permits the installation of one (1) 20,000 gallon underground storage tank, one (1) 10,000 gallon gasoline underground storage tank, one (1) 8,000 diesel underground storage tank, and one (1) 120 gallon waste oil above ground storage tank (the "G.L. c. 148 License"). Tenant agrees to take all good faith efforts to ensure the G.L. c. 148 License does not lapse or otherwise become invalid.

ARTICLE III EXTENSIONS AND ENLARGEMENTS

Section 3.1(a). Extensions. The original term of this lease shall be automatically extended, without the requirement of any further act, lease or agreement by either party, for a total of three (3) successive periods of ten (10) years each ("Extension Periods"), unless Tenant, at least six (6) months prior to the expiration of the original term or of the then current Extension Period (the "Last Notice Date"), shall give Landlord notice in writing to the contrary, in which event the term of this lease shall terminate on such expiration date.

ARTICLE IV RENT

Section 4.1. Annual Rent. Effective as of the Commencement Date, Tenant shall pay to Landlord at Landlord's addresses for notices (or to such other person or at such other address as Landlord may direct from time to time by written notice) Rent for the term of this lease in accordance with the Rent Schedule below. Except as hereinafter provided, Rent shall be paid in equal monthly installments in advance, on the first day of each month, and pro-rata for the fraction of any month. Rent for the partial month, if any, beginning with the Commencement Date, shall be paid in arrears on the first day of the month next following said Date.

Notwithstanding anything to the contrary contained herein, Tenant shall be entitled to an abatement of rent under this § 4.1 if despite Tenant's good faith efforts Tenant is unable to open for business solely because of its inability, despite its good faith efforts, to obtain a certificate of occupancy (or temporary certificate of occupancy), due solely to Tenant's inability, despite its good faith effort, to obtain a Special Permit (as defined in § 2.5 herein); provided, however, such abatement shall be limited in time to the earlier of (i) the date Tenant opens for business on the demised premises or (ii) thirty (30) days; provided, however, if Tenant does not elect to terminate this lease pursuant to § 2.6 herein, said thirty (30) day period shall be extended for so long as Tenant initiates and continues in good faith its efforts to obtain the Special Permit from the Town of Mashpee.

RENT SCHEDULE

<u>PERIOD</u>	<u>ANNUAL AMOUNT</u>	<u>MONTHLY INSTALLMENTS</u>
Years 1 through 5	\$60,000.00	\$5,000.00
Years 6 through 10	\$66,000.00	\$5,500.00
Years 11 through 15	\$72,600.00	\$6,050.00
Years 16 through 20	\$79,860.00	\$6,655.00
Years 21 through 25	\$87,846.00	\$7,320.50
Years 26 through 30	\$96,631.00	\$8,052.58
Years 31 through 35	\$106,294.00	\$8,857.83
Years 36 through 40	\$116,924.00	\$9,743.66

Section 4.2. Nothing contained in this lease shall be construed to require Tenant to pay any percentage rent, so-called, or any rent based upon Tenant's sales of goods or services in, on or from the demised premises.

ARTICLE V REAL ESTATE TAXES

Section 5.1(a). Tenant's Tax Obligations. Subject to the provisions of this Article, beginning on the First Rent Date, Tenant shall pay Landlord the Real Estate Taxes attributable to the demised premises for any tax year.

Section 5.1(b). Tenant's Payments. Tenant shall arrange for the issuance to Tenant (with a copy to be sent to Landlord) of the Real Estate Tax bill for the demised premises and shall pay the amount due for Real Estate Taxes under this Article for any tax year on or before the applicable due date directly to the taxing authority where permitted. If not permitted, Tenant shall pay such Real Estate Taxes to the Landlord on (i) the thirtieth (30th) day after Tenant receives Landlord's bill therefor, (but if such Real Estate Taxes are due and payable in fewer than thirty (30) days, Tenant shall use reasonable efforts to make such payment to Landlord on or before the date such Real Estate Taxes are due and payable), or (ii) the fourteenth (14th) day prior to last day on which the Real Estate Taxes may be paid without being delinquent, whichever date is later.

Section 5.2(a). Definitions. The definitions set forth in this Section shall be applied in interpreting the provisions of this Article.

Section 5.2(a)(i). Real Estate Taxes. Subject to the exclusions provided for below, the term "Real Estate Taxes" as used in this lease shall mean the regularly imposed taxes currently commonly levied by municipal, county, and district governmental authorities (as distinguished from State and Federal governmental authorities) against the owners of real property, which taxes are measured by the value of each unit of subject property on a "flat-rate" basis, separately from any other property of the owner of the subject property. The term "Real Estate Taxes" shall not in any case include any franchise, transfer, excise, personal property, income or excess profits, estate, inheritance or succession taxes or any tax on rentals. If the present system of taxation is changed, with the result that the whole or a determinable part of the "original Real Estate Taxes" (i.e., those taxes defined above as "Real Estate Taxes") is substituted for, by a tax (an "alternate tax") imposed on owners of real property with respect to that property in a form other than that of the original Real Estate Taxes, then each tax imposed in substitution for the whole or for a determinable part of the original Real Estate Taxes and which has a materially different applicability to the owners of real property, or to real property, or to income from real property than it does to owners of other kinds of property, or to other kinds of property, or to other kinds of income shall be considered part of "Real Estate Taxes" for the purposes of this lease.

Section 5.2(a)(ii). Tax Year. The term "tax year" shall mean, in general, the fiscal year for Real Estate Tax purposes established, from time to time, by a taxing authority having jurisdiction over any part of the demised premises. In any particular reference in this Article, however, "tax year" shall mean that portion (or the whole) of the taxing authority's fiscal year falling within the term of this lease, and shall never be deemed to refer to any portion of any such fiscal year falling outside the term of this lease.

Section 5.2(b)(i). Liability Pro Rated. Tenant's liability under this Article shall in all cases be pro rated on the basis of a three hundred sixty-five (365) day year for any tax year which is not included in its entirety in the term of this lease.

Section 5.3(a)(i). Proof of Payment. If the Real Estate Taxes are not paid directly by Tenant, Landlord shall furnish Tenant with reasonably satisfactory evidence of payment of all Real Estate Taxes within ten (10) days after receipt of Tenant's written request for such evidence. If the Real Estate Taxes are not paid directly by Landlord, Tenant shall, simultaneously with its payment of all Real Estate Taxes, furnish Landlord with a copy of the applicable Real Estate Tax bill and a copy of the check from Tenant evidencing payment of the Real Estate Taxes.

Section 5.4. Abatements. If, as the result of any tax abatement proceedings (or for any other reason), the Real Estate Taxes assessed against the demised premises (or against any part of it which is taken into account in determining Tenant's liability under this Article) shall be reduced for any tax year, Tenant's liability for that tax year under this Article (together with all related charges for which Tenant was liable and all related credits to which Tenant was entitled) shall be recomputed so as to reflect the net amount of the reduction remaining after deducting the

Landlord's costs, if any, of obtaining the same. Deductible costs shall include reasonable amounts for attorneys' fees and for fees of other specialists required in the prosecution of a tax review, as well as filing fees and other necessary out-of-pocket expenses. Within thirty (30) days after the completion of any such tax abatement proceedings, Landlord shall refund to Tenant any excess in Tenant's prior payments. In the event a refund is obtained for any tax year in which Tenant paid the Real Estate Taxes for the demised premises, Landlord shall promptly pay Tenant its proportionate share of such refund.

ARTICLE VI LANDLORD ABILITY TO MORTGAGE

Section 6.1. Landlord Ability to Mortgage. Landlord shall have the right at any time during the term of this lease to subject the fee interest of Landlord in the demised premises or any part thereof to a mortgage or mortgages on said fee estate ("Fee Mortgage"), provided that Tenant shall subordinate Tenant's leasehold interest in the demised premises to the lien of any such Fee Mortgage if Landlord obtains and delivers to Tenant a non-disturbance agreement meeting the requirements of §19.1 of this lease.

ARTICLE VII CONSTRUCTION, REPAIRS AND ALTERATIONS

Section 7.1. Condition of Premises. Tenant acknowledges, subject to the right of termination set forth in §2.3 herein, that Tenant has had the opportunity to thoroughly inspect and examine the demised premises and has either caused said inspection and examination to be made or has elected not to do so, and that Tenant is satisfied with its knowledge of the condition and state of repair of the demised premises. Except as otherwise provided in this §7.1 and §18.3 below, Tenant accepts the demised premises in its "as is" condition, without any warranty of fitness for use or occupation whatsoever, express or implied, Tenant expressly waiving any rights it may have under any warranty which is created by statute or otherwise. Except as provided in §18.3 below and as required under a certain Access and Remediation Agreement dated February 4, 2002, between Landlord and Motiva Enterprises, LLC (the "Access Agreement"), which is attached hereto as Exhibit D, Tenant agrees that Landlord shall have no obligation to perform, or to have others perform, any work of construction or repair to render the demised premises fit for use or occupation, or for Tenant's particular purposes or to make them acceptable to Tenant.

Section 7.1.1. Access to the Demised Premises for Environmental Work.

(a) Tenant and Landlord hereby acknowledge that Landlord has informed Tenant that the demised premises are subject to certain rights granted to Motiva Enterprises, LLC ("Motiva") under the Access Agreement. Tenant hereby grants to Landlord all rights necessary to fully and completely comply with the terms and conditions of the Access Agreement and grants access to the demised premises at reasonable times for Motiva, its successors, or assigns and their respective agents, employees and contractors to conduct the remediation of the demised premises necessary to achieve a Response Action Outcome for RTN 4-1076 pursuant to G. L. c. 21E (the "Response Actions").

(b) Landlord agrees that all rights and access granted in subparagraph (a) above shall be exercised by Landlord and Motiva, or its successors or assigns, in such a way as to minimize interference with the ability of Tenant to use the demised premises for any lawful use. In addition, Landlord agrees to give Tenant reasonable notice of the nature and manner of any work to be conducted in accordance with the Access Agreement and the Response Actions, which may impact the demised premises (to the extent that Landlord has advance notice of same), and to discuss with Tenant the timing and manner of that work in order to minimize the impact of the Response Actions on access to the parking areas, open space, or buildings at the demised premises. Landlord agrees that all good faith efforts shall be used to ensure that work performed in connection with the Response Actions does not prevent Tenant from using the demised premises, and Landlord agrees that in the event that work performed in connection with the Response Actions prevents Tenant from using the demised premises, Tenant shall be entitled to an abatement of rent during and for only such time as Tenant is reasonably unable to continue using the demised premises.

(c) Landlord acknowledges that entry upon the demised premises under the Access Agreement and in conjunction with the Response Actions is at the risk of Landlord and Motiva's employees, agents, and contractors. Tenant shall not be responsible for any personal injury or property damage suffered by any party or person that arises in any way out of work by Motiva, its successors or assigns, except to the extent that such injury or damage is a direct result of negligence by Tenant.

(d) Landlord hereby agrees that it will use reasonable efforts to implement and enforce the provisions of the Access Agreement for the benefit of the Tenant. Landlord further agrees that it will use reasonable efforts to comply with its obligations under the Access Agreement for the benefit of the Tenant.

(e) At the request of Tenant, Landlord agrees, provided it has the right and authority to do so, to provide Tenant, without representation or warranty of any kind, with copies of all reports, boring logs, field sample screening results, laboratory analysis reports, engineering plans and drawings, and all other documentation related to the Response Actions conducted by Motiva and provided to Landlord in accordance with the terms of the Access Agreement.

(f) Tenant and its consultants and advisors shall have the right to be present and to observe all work conducted by Motiva. In connection with such efforts, Tenant agrees to adhere to the health and safety procedures set forth by Motiva.

(g) This authorization for access shall remain in effect until such time as the Response Actions are completed in accordance with the MCP, but in no event shall this authorization for access remain in effect beyond February 1, 2004, without written renewal by Tenant or their successors or assigns, which renewal shall not be withheld if Motiva, its successors or assigns, has used reasonable efforts to comply with the Access Agreement and has requested an extension of time as set forth therein. No easement or similar demised premises interest is intended to be granted to Motiva by the access authorization set forth above.

(h) If Tenant's Work (as defined in § 7.2 below), which is reasonably necessary for Tenant to initially open for business, is delayed despite Tenant's diligent efforts, as a direct result of Motiva's Response Actions on the demised premises in accordance with the Access Agreement, Tenant shall be entitled to a one (1) day temporary abatement of rent (as defined in §4.1 herein) for each day that Tenant is reasonably unable to initially open for business as a direct result of delays caused by Motiva's Response Actions on the demised premises.

(i) If Tenant is unable to operate despite good faith efforts, as a direct result of Motiva's Response Actions on the demised premises in accordance with the Access Agreement, Tenant shall be entitled to a one (1) day temporary abatement of rent (as defined in §4.1 herein) for each day Tenant is reasonably unable to operate despite good faith efforts, as a direct result of Motiva's work on the demised premises.

(j) If the Premises is in regulatory non-compliance under the Massachusetts Contingency Plan, 310 CMR 40.0000, (the "MCP") as a direct result of Motiva's failure to take such action required to achieve a Response Action Outcome for RTN-4-1076, Tenant may undertake such actions as are reasonable necessary to restore the Premises to regulatory compliance under the MCP ("Tenant's Response Actions"), provided, however, Tenant shall, thirty (30) days prior to undertaking any of the Tenant's Response Actions, provide Landlord, except in the case of an emergency, with written notice of the required Tenant's Response Actions, together with any written correspondence or documents from DEP regarding the Tenant's Response Actions. Upon receipt of said notice from Tenant, Landlord shall have thirty (30) days (and such longer period as is reasonably necessary, provided the Landlord is pursuing diligently a resolution of such non-compliance) in which to itself begin to undertake the Tenant's Response Actions. If and only if Landlord elects not to undertake the Tenant's Response Actions, Tenant shall undertake such actions and the reasonable costs of Tenant's Response Actions may be set-off from the annual rent (as defined in § 4.1 herein) owed by Tenant, provided, however, that (i) Tenant is not in default under this lease; (ii) no such set-off shall exceed \$10,000.00 unless such costs in excess of \$10,000.00 are approved in writing by Landlord, in its reasonable judgment, before they are incurred by Tenant; and (iii) the rent set-off shall be amortized so that the rent set-off in any single month shall not exceed, unless otherwise agreed to by Landlord, thirty-five percent (35%) of the rent due that month from Tenant, provided, further, in the event such costs are not fully reimbursed to Tenant within 12 months, Landlord shall pay Tenant interest, equal to the prime rate in effect from time to time as published by the Wall Street Journal as the prime rate for moneycenter banks, on the unpaid balance of such costs.

Section 7.2. Tenant's Work. Tenant shall perform any work required to permit Tenant to open the demised premises for business and shall install all fixtures and equipment necessary to enable Tenant to conduct business in the manner provided in Article IX. (The construction work and the installation of fixtures and equipment provided for in this Section and in §§7.3 and 7.4 below is sometimes referred to as "Tenant's Work".) Tenant's Work shall be performed at Tenant's expense and in accordance with plans and specifications (in such detail as Landlord may reasonably require) which have first been approved by Landlord; provided, further, that Tenant's Work shall be sufficient in type (i) to maintain the validity and the legally non-conforming status of the demised premises with G. L. c. 40A, and (ii) such that the demised premises do not violate

(h) If Tenant's Work (as defined in § 7.2 below), which is reasonably necessary for Tenant to initially open for business, is delayed despite Tenant's diligent efforts, as a direct result of Motiva's Response Actions on the demised premises in accordance with the Access Agreement, Tenant shall be entitled to a one (1) day temporary abatement of rent (as defined in § 4.1 herein) for each day that Tenant is reasonably unable to initially open for business as a direct result of delays caused by Motiva's Response Actions on the demised premises.

(i) If Tenant is unable to operate despite good faith efforts, as a direct result of Motiva's Response Actions on the demised premises in accordance with the Access Agreement, Tenant shall be entitled to a one (1) day temporary abatement of rent (as defined in § 4.1 herein) for each day Tenant is reasonably unable to operate despite good faith efforts, as a direct result of Motiva's work on the demised premises.

(j) If the Premises is in regulatory non-compliance under the Massachusetts Contingency Plan, 310 CMR 40.0000, (the "MCP") as a direct result of Motiva's failure to take such action required to achieve a Response Action Outcome for RTN-4-1076 ~~and there has been a separate release on the Premises on or after the execution of this lease;~~¹ **1076,**² Tenant may undertake such actions as are reasonable necessary to restore the Premises to regulatory compliance under the MCP ("Tenant's Response Actions"), provided, however, Tenant shall, thirty (30) days prior to undertaking any of the Tenant's Response Actions, provide Landlord, except in the case of an emergency, with written notice of the required Tenant's Response Actions, together with any written correspondence or documents from DEP regarding the Tenant's Response Actions. Upon receipt of said notice from Tenant, Landlord shall have thirty (30) days (and such longer period as is reasonably necessary, provided the Landlord is pursuing diligently a resolution of such non-compliance)³ in which to itself begin to undertake the Tenant's Response Actions. If and only if Landlord elects not to undertake the Tenant's Response Actions, Tenant shall undertake such actions and the reasonable costs of Tenant's Response Actions may be set-off from the annual rent (as defined in § 4.1 herein) owed by Tenant, provided, however, that (i) Tenant is not in default under this lease; (ii) no such set-off shall exceed \$10,000.00 unless such costs in excess of \$10,000.00 are approved in writing by Landlord, in its reasonable judgment, before they are incurred by Tenant; and (iii) the rent set-off shall be amortized so that the rent set-off in any single month shall not exceed, unless otherwise agreed to by Landlord, thirty-five percent (35%) of the rent due that month from Tenant, provided, further, in the event such costs are not fully reimbursed to Tenant within 12 months, Landlord shall pay Tenant interest, equal to the prime rate in effect from time to time as published by the Wall Street Journal as the prime rate for moneycenter banks, on the unpaid balance of such costs.

Section 7.2. Tenant's Work. Tenant shall perform any work required to permit Tenant to open the demised premises for business and shall install all fixtures and equipment necessary to enable Tenant to conduct business in the manner provided in Article IX. (The construction work and the installation of fixtures and equipment provided for in this Section and in §§7.3 and 7.4 below is sometimes referred to as "Tenant's Work".) Tenant's Work shall be performed at Tenant's expense and in accordance with plans and specifications (in such detail as Landlord may reasonably require) which have first been approved by Landlord; provided, further, that Tenant's Work shall be sufficient in type (i) to maintain the validity and the legally non-conforming status

(h) If Tenant's Work (as defined in § 7.2 below), which is reasonably necessary for Tenant to initially open for business, is delayed despite Tenant's diligent efforts, as a direct result of Motiva's Response Actions on the demised premises in accordance with the Access Agreement, Tenant shall be entitled to a one (1) day temporary abatement of rent (as defined in § 4.1 herein) for each day after the Commencement Date that Tenant is reasonably unable to initially open for business as a direct result of delays caused by Motiva's Response Actions on the demised premises.

(i) If Tenant is unable to operate despite ~~diligent~~ good faith efforts, as a direct result of Motiva's Response Actions on the demised premises in accordance with the Access Agreement, Tenant shall be entitled to a one (1) day temporary abatement of rent (as defined in § 4.1 herein) for each day Tenant is reasonably unable to operate despite ~~diligent~~ good faith efforts, as a direct result of Motiva's work on the demised premises.

(j) ~~If Tenant is specifically required by the Premises is in regulatory non-compliance under the Massachusetts Department of Environmental Protection Contingency Plan, 310 CMR 40.0000, (the "DEPMCP") as a direct result of Motiva's failure to undertake any Response Action(s) take such action required to achieve a Response Action Outcome for RTN-4-1076 and there has been a direct results separate release on the Premises on or after the execution of Motiva's failure to this lease. Tenant may undertake such action(s) actions as are reasonable necessary to restore the Premises to regulatory compliance under the MCP ("Tenant's Response Actions"), provided, however, Tenant shall, thirty (30) days prior to undertaking any of the Tenant's Response Actions, provide Landlord, except in the case of an emergency, with written notice of the required Tenant's Response Actions, together with any written correspondence or documents from DEP regarding the Tenant's Response Actions. Upon receipt of said notice from Tenant, Landlord shall have thirty (30) days in which to itself begin to undertake the Tenant's Response Actions. If and only if Landlord elects not to undertake the Tenant's Response Actions, Tenant shall undertake such actions and the reasonable costs of Tenant's Response Actions may be set-off from the annual rent (as defined in § 4.1 herein) owed by Tenant, provided, however, that (i) Tenant is not in default under this lease; (ii) no such set-off shall exceed \$10,000.00 unless such costs in excess of \$10,000.00 are approved in writing by Landlord, in its reasonable judgment, before they are incurred by Tenant; and (iii) the rent set-off shall be amortized so that the rent set-off in any single month shall not exceed fifteen, unless otherwise agreed to by Landlord, thirty-five percent (15/35%) of the rent due that month from Tenant, provided, further, in the event such costs are not fully reimbursed to Tenant within 12 months, Landlord shall pay Tenant interest, equal to the prime rate in effect from time to time as published by the Wall Street Journal as the prime rate for moneycenter banks, on the unpaid balance of such costs.~~ *and such longer period as is reasonably necessary*

Section 7.2. Tenant's Work. Tenant shall perform any work required to permit Tenant to open the demised premises for business and shall install all fixtures and equipment necessary to enable Tenant to conduct business in the manner provided in Article IX. (The construction work and the installation of fixtures and equipment provided for in this Section and in §§7.3 and 7.4 below is sometimes referred to as "Tenant's Work".) Tenant's Work shall be performed at Tenant's expense and in accordance with plans and specifications (in such detail as Landlord may reasonably require) which have first been approved by Landlord; provided, further, that Tenant's Work shall be sufficient in type (i) to maintain the validity and the legally non-conforming status

*provided the
Landlord is diligent
in providing
diligently a resolution of such
matter explain*

the corresponding provisions of the Town of Mashpee Zoning Ordinance, and Building Permit No. BP-2001-0108 issued by the Town of Mashpee.

Section 7.2.1. Prior to beginning Tenant's Work, Tenant shall obtain "all risk" "builder's risk insurance," so-called, insuring both Landlord and any mortgagee of Landlord, as well as Tenant, against any claims for property damage, personal injury, death, and for any other type of loss or damage arising out of or occasioned by or connected in any way with Tenant's Work, together with any other insurance coverage which may be required by law. Tenant shall furnish Landlord with certificates of the issuance of all insurance prior to beginning Tenant's Work. All insurance shall be maintained in force until Tenant's Work has been completed and shall be in amounts reasonably satisfactory to Landlord.

Section 7.3. Tenant's Repairs. Tenant shall keep and maintain the demised premises and all structures, fixtures and equipment and all components of Tenant's Work on the demised premises in good order, repair and condition, making all repairs and replacements thereto as may be required, normal wear and tear and damage by fire or casualty excepted (such repairs and replacements to be of the same quality, design and class as the original work). It is further agreed that the exception of reasonable wear and tear shall not apply so as to permit Tenant to keep the demised premises in anything less than suitable, tenantable, and efficient and usable condition considering the nature of the demised premises and the use reasonably made thereon, or in less than good and tenantable repair.

Section 7.4. Alterations; Additions. Tenant shall not make any alterations, additions, or improvements in or to the demised premises, except as provided in §7.3 and except for "permitted changes," which are hereby defined as alterations, additions, or improvements which do not increase the footprint of the existing building located on the demised premises (the "Existing Building") more than 1,000 square feet. Tenant shall give Landlord prior written notice of any proposed permitted change, describing it in reasonable detail. Subject to §12.1, all permitted changes and other improvements to the buildings on the Land shall at Landlord's option, become a part of the realty unless Landlord requires their removal at the end of the term.

On or before March 6, 2002, Tenant may have the demised premises inspected for the presence of asbestos. In the event that any asbestos is discovered by Tenant on the demised premises, Tenant shall promptly notify Landlord on or before March 6, 2002, and if so notified Landlord shall, at its sole cost, and only if the condition of the asbestos, if any, is in such a condition (i.e. friable) as to require its immediate abatement under applicable law, proceed to promptly abate any such asbestos in accordance with applicable law. Landlord does hereby release Tenant and shall indemnify and hold harmless Tenant from any and all damages resulting from the presence of asbestos on the demised premises but not in connection with any disturbance of such asbestos containing material brought onto the demised premises by Tenant, its employees, contractors, agents, and invitees, as of the date of this lease. If the abatement interferes unreasonably with the performance of Tenant's obligations under this lease, any deadline or performance required by Tenant contained in this lease shall be automatically extended by the number of days equal to the date on which Tenant notified Landlord of the existence of asbestos on the demised premises and the date of the final abatement of any such asbestos. Landlord shall not be responsible for any abatement of asbestos which is required

solely as a result of any alteration, extension, or razing of the Existing Building by Tenant, nor for any additional costs occasioned thereby. Notwithstanding anything to the contrary herein, Landlord and Tenant agree that if as a result of Tenant's building inspection (completed in accordance with the provisions of §2.3 herein), Tenant's inspector concludes that certain repairs to the Existing Building's roof are deemed necessary, and the necessity of such repairs are confirmed by Landlord's contractor (the "Roof Repair"), Landlord will reimburse Tenant up to \$5,000.00 for the reasonable asbestos abatement costs, if any, incurred by Tenant in conjunction with the Roof Repair (the "Roof Asbestos Costs"); provided that Tenant shall be solely responsible for all Roof Asbestos Costs in excess of \$5,000.00 and provided, further, that the Roof Asbestos Costs paid by Landlord hereunder will be amortized over a two (2) year period and payable by Landlord to Tenant in equal monthly installments.

Subject to the provisions of §§7.2.1 and 7.4 herein, and in accordance with all applicable law, including a building permit lawfully issued, Tenant is entitled to (i) extend or alter the Existing Building, or erect an additional building and improvements on the demised premises for use as a car wash, provided any such additional building shall not exceed 2,000 square feet; (ii) to make curb cuts on the demised premises; and (iii) to construct, maintain and use driveways across the demised premises for ingress and egress of vehicles and persons. Tenant is entitled to demolish or replace any or all improvements (other than the Existing Building) and equipment (including but not limited to underground storage tanks and piping) at any time during the term of this lease (including any renewals or extensions), which may have become obsolete or unfit for use or which is no longer useful, necessary, or profitable in the conduct of Tenant's Business, provided that Tenant shall substitute the same in character and value of at least equal to that of the items so disposed. Notwithstanding anything to the contrary contained herein, Tenant shall not be entitled to raze or demolish the Existing Building or construct a new building (except as provided above with respect to the construction of a car wash) in place of or in addition to the Existing Building; provided, however Landlord and Tenant agree to negotiate in good faith with each other to modify this lease in the event Tenant desires to construct an additional building on the demised premises or raze the Existing Building and rebuild a new building on the demised premises. As used herein, the word "building" shall have the same meaning ascribed to it in the Massachusetts State Building Code (780 CMR 1.00 et seq.).

Section 7.5. Title to Improvements. Subject to §12.1, all buildings, structures and improvements to buildings on the demised premises, constructed thereon by Tenant shall be owned by Tenant until the expiration or sooner termination of this lease, at which time they shall, if remaining at the end of the term, ipso facto, and without the need for any deed or other instrument, become the property of Landlord. Throughout the term of this lease, Tenant alone shall be entitled to deduct all depreciation on Tenant's federal and state income tax returns with respect to all such buildings, improvements, structures.

ARTICLE VIII
(INTENTIONALLY LEFT BLANK)

ARTICLE IX USE AND RESTRICTIONS

Section 9.1. Use. The demised premises shall be used (i) as a gasoline or motor fuel service station for the sale and distribution of gasoline, motor fuel and other related products ("Service Station"), and may also be used for (ii) any other lawful purpose ("Tenant's Business"), provided, however, the Service Station shall be operated on the demised premises at all times. Tenant acknowledges that the continuous operation of a gasoline or motor fuel service station on the demised premises is necessary to preserve the continued right to operate such a service station as of right under the Town of Mashpee Zoning Ordinance, and, therefore, subject to §2.4, agrees to continuously occupy and use the demised premises beginning on the Opening Date, for the conduct of a gasoline or motor fuel service station, and, subject to applicable law, shall keep the entire demised premises open for business for a minimum of five (5) days every week, and for eight (8) hours each such day; provided, however, that Tenant shall be permitted to close for business for a period of time not to exceed ninety (90) continuous days within any nine (9) consecutive month period in the event that Tenant desires or is required to repair and/or renovate the demised premises from time to time during the term of this lease.

ARTICLE X TENANT'S MISCELLANEOUS OBLIGATIONS

Section 10.1. Utilities. Tenant agrees, on the Commencement Date, to thereafter pay for its own utilities; and to pay sewer "taxes" or sewer use charges measured by the consumption of water in the demised premises or measured by the area thereof, or by some other means reasonably related to Tenant's use of the sewer system, if any.

Section 10.2. Tenant's Work. Tenant agrees to pay promptly when due the entire cost of any work undertaken by Tenant in, on or to any part of the demised premises (Tenant reserving the right, however, in good faith to contest its liability for such costs); to secure the discharge of record or bonding of any lien imposed with respect to such work; to procure and pay for all necessary insurance (including builder's risk, so-called) and permits before undertaking such work (Landlord agreeing to execute promptly and without charge to Tenant any instrument of approval which may be reasonably required in connection with any such permit); and to do all of such work in a good and workmanlike manner, employing materials of good quality and complying with all applicable governmental requirements.

Section 10.3. Yield-Up. At the end of the term, Tenant shall peaceably yield up to Landlord the demised premises and, at Landlord's option, all alterations, additions, and changes made to or upon the same, in good order, repair, and condition in all respects, except for damage resulting from fire, casualty, taking by eminent domain, or act or of pursuant to public authority; subject to the provisions of Article XII herein. Tenant shall properly remove all underground storage tanks at the end of the term in accordance with applicable law and backfill any such excavation with suitable gravel fill and compact as appropriate, and complete with an asphalt surface comparable to the original paved surface.

Section 10.4. Landlord agrees to execute and deliver, at no cost to Landlord, any

documents or other instruments which may be necessary or proper to permit Tenant to contest the validity or application of any law, ordinance, order, rule, regulation or requirement to the demised premises and to fully cooperate with Tenant in such contest.

ARTICLE XI INDEMNIFICATION; LIABILITY INSURANCE

Section 11.1. Indemnification by Tenant. Beginning with the Commencement Date, Tenant shall defend and save Landlord harmless and indemnified from and against all bodily and personal injury, loss, claims or damage to any person or property while on the demised premises, unless occasioned by the negligence of Landlord, its employees, agents, licensees or contractors or by a default in the proper performance of Landlord's obligations under this lease.

Section 11.2. Indemnification by Landlord. Beginning with the execution of this lease, Landlord shall defend and save Tenant harmless and indemnified from and against all bodily and personal injury, loss, claims or damage to any person or property while on or about the demised premises, which is occasioned by any negligence of Landlord, its employees, agents, licensees or contractors, or by a default in the proper performance of Landlord's obligations under this lease.

Section 11.3. Tenant's Liability Insurance. Tenant shall maintain with respect to the demised premises, public liability insurance and property damage insurance in an amount not less than One Million Dollars (\$1,000,000.00) (combined single limit), both as provided in comprehensive general liability forms with contractual liability endorsement attached, insuring Landlord (and its mortgagee) and Tenant against injury to persons and damage to property to the extent provided in §11.1. Tenant shall also procure and maintain an umbrella policy with limits of Seven Million Dollar (\$7,000,000).

The amount of all insurance maintained by Tenant in accordance with the provisions of this lease shall be increased, from time to time (but not more than annually), so that the amount of coverage will be consistent with the then current standards observed by a majority of owners and occupants of commercial premises used as a gasoline service station in the area where the demised premises are located. Landlord agrees to use reasonable efforts to forward to Tenant any relevant information concerning those standards which may, from time to time, come to Landlord's attention.

Section 11.4. Certificates. Tenant shall deposit with Landlord certificates of the insurance which Tenant is required to maintain under this Article at or prior to the Commencement Date and thereafter within ten (10) days prior to expiration of each such policy. No insurance policy required to be maintained by any party shall be cancelled or changed without at least thirty (30) days' prior written notice to the other party. All insurance under this Article shall be maintained with responsible insurance companies qualified to do business in the Commonwealth of Massachusetts, and which are reasonably acceptable to Landlord.

ARTICLE XII
TENANT'S FIXTURES AND EQUIPMENT

Section 12.1. Title: Removal. All trade fixtures, signs, furnishings, equipment, furniture, underground and above ground storage tank systems, dispensers, piping, canopy, pumping stations and appurtenances, or other personal property of whatever kind and nature erected, installed, placed or kept on the demised premises by Tenant ("Tenant's Personal Property") shall not become the property of Landlord or a part of the realty no matter how affixed to the demised premises and shall be removed by Tenant (with Tenant responsible at its sole cost and expense to repair all damage caused to the demised premises by the removal of Tenant's Personal Property) prior to the termination or expiration of this Lease, subject to the provisions of §10.3 and §13.1 herein. Notwithstanding the foregoing and anything to the contrary herein, Tenant agrees to negotiate in good faith with Landlord if Landlord desires to purchase from Tenant any of Tenant's Personal Property. Any such Tenant's Personal Property which shall not have been removed from the demised premises within seven (7) days before the end of the term shall be deemed to have become Landlord's property, provided, however, Tenant shall be responsible for all costs and expenses incurred by Landlord in disposing of the property not removed from the demised premises within seven (7) days before the end of the term.

Section 12.2. Waivers by Landlord. Upon request of Tenant or its assignees or any subtenant, Landlord shall execute and deliver any commercially reasonable consent or waiver forms submitted by any vendors, lessors, chattel mortgagees, or holders or owners of any Tenant's Personal Property or other personal property of any kind and description kept or installed on the demised premises setting forth that Landlord waives, in favor of the vendor, lessor, chattel mortgagee, or any holder or owner, any superior lien, claim, interest or other right therein. Any such form that does not require (i) any party electing to remove such personal property to promptly remove same once such party has commenced to remove such personal property; (ii) that such removal is to be accomplished at the sole risk of the party removing same; (iii) that liability and property insurance reasonably acceptable to Landlord shall be provided during such removal; and (iv) that all damage caused by such removal shall be promptly repaired, shall be deemed to be not commercially reasonable. Landlord shall further acknowledge that property covered by the consent or waiver forms is personal property and is not to become a part of the realty no matter how affixed thereto, and that such property may be removed from the demised premises by the vendor, lessor, chattel mortgagee, owner, or holder at any time upon default in the terms of such chattel mortgagee or other similar documents, free and clear of any claim or lien of Landlord.

ARTICLE XIII
SIGNS

Section 13.1. Tenant's Signs. Tenant and its assignees and sublessees, shall have the right, at their expense, and in conformity with applicable law to erect and thereafter replace and relocate from time to time, (i) signs on the canopy, islands, dispensers and other structures on the demised premises and on the exterior and interior of any buildings on the demised premises; and (ii) one or more pylon, directional, or tower signs on the perimeter of the demised premises;

provided, however, that at the end of the term, Tenant shall remove any such signs erected on the demised premises.

Section 13.2. Sign Permits. Tenant shall have the right, in its own name, or in Landlord's name as required, to seek any variance or special permits or other approvals or permission for its signage, and Landlord shall execute and deliver, upon request of Tenant, such further instrument or instruments which may be required by any authority for the purpose of obtaining any license or permit for the erection or maintenance of any signs, Tenant agreeing to hold Landlord harmless and indemnified from any expense or liability incurred by reason of the obtaining of any of said instruments, licenses or permits, or the erection and maintenance of such signs. "Signs" shall include, without limitation, placards and other advertising symbols, temporary or permanent.

ARTICLE XIV FIRE AND CASUALTY; INSURANCE

Section 14.1(a). Fire Insurance. During the term of this lease, Tenant shall maintain at its own expense, with respect to the building(s) and improvements located on the demised premises, fire insurance (with "special form" extended coverage property insurance with commercially reasonable coverages as Landlord and Tenant shall determine from time to time) in an amount equal to, but not less than, the replacement cost of the building(s) and improvements located on the demised premises. All insurance policies required hereunder shall name Landlord and its mortgagees as a mortgagee/loss payee.

Landlord shall cooperate fully with Tenant in order to obtain the largest possible recovery and execute any and all consents and other instruments necessary or desirable in order to effectuate the same and to cause such proceeds to be paid as herein provided, and Landlord shall not carry any insurance concurrent in coverage and contributing in the event of loss, with any insurance carried by Tenant hereunder if the effect of such separate insurance would be to reduce the protection or the payment to be made under Tenant's insurance.

All insurance under this Article shall be maintained with responsible insurance companies qualified to do business in the Commonwealth of Massachusetts, and which are reasonably acceptable to Landlord.

Section 14.1(b). Certificates. Prior to the commencement of any work on the demised premises (and not less than ten (10) days prior to the expiration of each such policy), Tenant shall deliver to Landlord a certificate of each policy (and of each endorsement thereon) which is required by this lease. No such policy shall be cancelled or changed without at least thirty (30) days prior written notice to Landlord.

Section 14.1(c)(i). Waiver of Subrogation. Each policy of insurance maintained by Tenant (whether or not required under the provisions of this lease) with respect to the demised premises or with respect to any property or improvements therein shall include provisions by which the insurance carrier(s) (A) waive(s) all rights of subrogation against Landlord (and against all those for whom Landlord may be legally responsible) on account of any loss payable under the policy and (B) agree(s) that the policy will not be invalidated because the

insured (in writing and prior to the occurrence of any loss under the policy) has waived part or all of its right(s) of recovery against any party on account of any loss or damage covered by the policy.

Section 14.1(c)(ii). Tenant hereby waives any and all rights of recovery which it might otherwise have against Landlord, its agents, employees and other persons for whom Landlord may be responsible, for any loss or damage to the demised premises, if the casualty is covered by any policy of insurance maintained, or required to be maintained by Tenant (or, if no insurance is maintained or required to be maintained, then such waiver shall apply to casualties covered by fire insurance and broad form extended coverage, including vandalism and malicious mischief), even though that loss or damage results from the negligence, willful act or default under the terms of this lease by Landlord, its agents, employees, contractors or other persons for whom Landlord may be responsible.

Section 14.2. Termination Rights: Fire. Except as otherwise provided for in §14.3 herein, Tenant shall have no right to terminate this lease, if at any time during this lease, the whole or part of the building(s) and improvements located on the demised premises are destroyed or damaged by fire or other casualty. Tenant shall not be entitled to any abatement of rent in any case of damage or destruction, unless such damage or destruction resulted from any acts or omissions of Landlord, its officers, agents, employees, or contractors.

Section 14.3. Restoration Obligations. All proceeds payable at any time and from time to time by any insurance company under such policies with respect to any buildings and improvements to buildings on the demised premises shall be payable to Landlord provided that Tenant shall within a reasonable time thereafter, repair or restore the demised premises to substantially the same condition they were in prior to the casualty; provided, further, that Landlord agrees to pay over to Tenant portions of the proceeds required for the restoration and/or rebuilding of the demised premises; provided, however, Landlord shall have no obligation to pay over any such proceeds until Landlord receives and approves (i) certified plans and specifications and project budget relating to the rebuilding and/or restoration; (ii) a building permit from the Town of Mashpee permitting the rebuilding and/or restoration; and (iii) certificates of insurance in accordance with §7.2.1 of this lease. If such proceeds are insufficient to complete the restoration and/or rebuilding, in accordance with the plans submitted to Landlord by Tenant, Tenant shall pay all amounts needed to complete construction in accordance with said plans.

If the demised premises is damaged or destroyed by fire or other casualty during the last two (2) years of the then current term, and Tenant has not exercised its option to extend the term of the lease in accordance with §3.1(a) herein (or if said option to extend has already been exercised by Tenant, Tenant agrees in writing to Landlord to waive said extension right) and Tenant executes an agreement acceptable to Landlord waiving all of Tenant's rights under §3.1(a) herein to extend the lease term beyond the current lease term, Tenant shall not have any obligation hereunder to repair or restore the demised premises under this Section, in which case Landlord shall not be required to transfer or pay over to Tenant any insurance proceeds except as provided in Section 14.4 below, and Tenant or Landlord may, upon thirty (30) days prior written notice to the other, may terminate this lease.

Section 14.4. Proceeds Attributable to Tenant's Personal Property. Notwithstanding anything to the contrary herein, all proceeds payable at any time and from time to time by any insurance company under such policies with respect to Tenant's Personal Property shall be payable to Tenant.

ARTICLE XV EMINENT DOMAIN

Section 15.1(a). Termination; Taking. If during the term of this lease, (i) the entire demised premises shall be taken as a result of the exercise of the right of eminent domain or by deed in lieu thereof between Landlord and the taking authority (herein a "Taking") or (ii) there is a Taking which results in access between the demised premises and adjacent public streets being eliminated, this lease may be terminated at the election of Tenant by notice to Landlord. If Tenant shall exercise its right to terminate this lease pursuant to the provisions of this §15.1(a), (i) any unearned rent and other charges paid in advance for a period after such Taking shall be refunded to Tenant, and (ii) the provisions of this lease with respect to the distribution of the Award shall survive such termination.

Section 15.1(b). Landlord shall give Tenant written notice in reasonable detail of any Taking which relates to the demised premises. Tenant's termination rights under this §15.1(b) shall be exercised by written notice to Landlord sent within one hundred twenty (120) days after receipt of Landlord's notice of the relevant facts, or if Landlord fails to give Tenant the required notice, within one hundred twenty (120) days after Tenant's first receipt of notice of the relevant facts from a responsible source, and upon the giving of such notice by Tenant, this lease, the term thereof, and all rights and obligations of the parties hereto shall come to an end and terminate, except as herein provided with respect to the distribution of the Award.

Section 15.2. Distribution of Award. Whether or not this lease is terminated because of the a Taking, Landlord reserves to itself, and Tenant assigns to Landlord, all rights to damages accruing as the result of any such Taking, excepting, however, (i) rights to damages payable for trade fixtures installed by Tenant (or anyone claiming under Tenant), (ii) rights to damages (other than damages accruing because of the loss of or injury to the lessee interest herein) which are considered "special damages" to Tenant, such as an award for moving expenses, and (iii) out of the damages awarded to Landlord by reason of such taking or act, an amount equal to the Tenant's unamortized cost, as shown on Tenant's books (both so-called hard and soft costs) of constructing, maintaining, repairing and replacing all or the portion of the demised premises and the Buildings so taken.

Section 15.3. Repair and Restoration. In the event of a Taking as a result of which this lease shall not be terminated, this lease and the term thereof shall continue in full force and effect, and Tenant shall, to the extent of the Award received by Tenant or made available to it by Landlord, repair and restore and rebuild what may remain of the demised premises and the building(s) and improvements thereon for use by Tenant, with any changes desirable to Tenant.

ARTICLE XVI
LANDLORD'S REMEDIES

Section 16.1. Any of the following contingencies shall be a Condition of Default:

Section 16.1.1. Conditions of Default. If Tenant shall neglect or fail to perform or observe any of the terms, provisions, conditions or covenants herein contained and on Tenant's part to be performed or observed, and (unless such neglect or failure is designated as a Condition of Default which is not susceptible of being cured) if (a) such neglect or failure shall continue for a period of thirty (30) days after receipt by Tenant of written notice of such neglect or failure [except that in the case of failure to pay rent (or any frequently occurring periodic charge, whether or not that charge is stated in the lease, such as the payment of Real Estate Taxes) or any charge payable by Tenant for which Tenant has already been billed, in which case if such default shall continue for a period of ten (10) days after receipt by Tenant of written notice of such default]; or if (b) more than thirty (30) days are required to cure such default (because of the nature of the default and of the necessary cure), and Tenant fails, within such thirty (30) day period to begin to cure the default, or, having begun to cure such default within the thirty (30) day period, Tenant thereafter does not diligently proceed to cure the default within the shortest reasonable time. Notwithstanding anything to the contrary herein, Tenant shall not be entitled to receive, nor Landlord obligated to give, within any twelve (12) consecutive month period, more than two (2) notices of Tenant's neglect or failure to pay rent (or frequently occurring period change, whether or not that change is stated in the lease), or any charge payable by Tenant for which Tenant has already been billed;

Section 16.1.2. If the estate hereby created shall be taken on execution or by other process of law;

Section 16.1.3. If Tenant or any guarantor of Tenant's obligations hereunder or any person or legal entity occupying the demised premises through or under Tenant shall commit an act of bankruptcy or be declared bankrupt or insolvent according to law or if any assignment shall be made of the property of any of them for the benefit of creditors, or if any proceedings, including, without limitation, proceedings for reorganization or for an arrangement with creditors, shall be commenced under any bankruptcy or insolvency law by or against Tenant or any guarantor of Tenant's obligations hereunder or any person or legal entity occupying the demised premises through or under Tenant; provided, however, with respect to an involuntary petition under any of the provisions of any bankruptcy law or insolvency law is filed against Tenant or any guarantor of Tenant's obligations hereunder or any person or legal entity occupying the demised premises through or under Tenant, such involuntary petition shall not have been dismissed within thirty (30) days after the date such proceeding is filed;

Section 16.1.4. If a receiver, guardian, conservator, trustee, assignee or any other or similar officer or person shall be appointed to take charge of all or any part of Tenant's property or such guarantor's property or the property of any person or legal entity occupying the demised premises through or under Tenant;

Section 16.1.5. If any court shall enter an order with respect to Tenant or with respect to any such guarantor or with respect to any person or legal entity occupying the demised premises through or under Tenant providing for the modification or alteration of the rights of creditors; or

Section 16.1.6. Tenant shall fail or neglect to commence Tenant's Work within ten (10) days after notice from Landlord that Landlord has approved Tenant's plans and specifications for Tenant's Work, or on the third (3rd) business day after the demised premises are delivered to Tenant, if that date is later; but only if Motiva has completed its Excavation (as defined in the Access Agreement) of the demised premises and removed all its vehicles, equipment, and other removable items from the demised premises, and if Motiva shall not have completed its Excavation (as defined in the Access Agreement) of the demised premises and removed all its vehicles, equipment, and other removable items at the time of such notice from the Landlord or the time the demised premises are delivered to Tenant, as the case may be, then Tenant shall fail or neglect to commence Tenant's Work within ten (10) days after Motiva shall not have completed its Excavation (as defined in the Access Agreement) of the demised premises and removed all its vehicles, equipment, and other removable items.

Section 16.2. Landlord's Remedies. In the event any Condition of Default shall occur (notwithstanding any waiver, license or indulgence granted by Landlord with respect to the same or any other Condition of Default in any former instance), Landlord, in addition to any other rights or remedies available to Landlord at law or in equity, then or at any time thereafter shall have the right at its sole election, either

Section 16.2.1. (Termination) to terminate this lease by written notice to Tenant, which shall take effect on the date of Landlord's dispatch of said notice or on any later date (on or prior to the expiration of the then-current portion of the term) specified in Landlord's termination notice; or

Section 16.2.2. (Possession) to enter upon and take possession of the demised premises (or any part thereof in the name of the whole) without demand or notice, and repossess the same as of the Landlord's former estate, expelling Tenant and those claiming under Tenant, forcibly if necessary, without being deemed guilty of any manner of trespass and without prejudice to any remedy for arrears of rent or preceding breach of covenant.

Section 16.2.3. Landlord's repossession of the demised premises under §16.2.2 shall not be construed to effect a termination of this lease, unless Landlord sends Tenant a written notice of termination under §16.2.1.

Section 16.3. Reletting. Landlord shall have the right (at its sole election and whether or not this lease shall be terminated under §16.2.1) to relet the demised premises or any part thereof for such period or periods (which may extend beyond the term of this lease) and at such rent or rents and upon such other terms and conditions as Landlord may deem advisable, and in connection with any such reletting, Landlord may make or cause to be made such additions, alterations and improvements to the demised premises as Landlord may deem advisable.

Section 16.4. Removal of Goods. If Landlord shall terminate this lease or take possession of the demised premises by reason of a Condition of Default, Tenant, and those claiming under Tenant, shall forthwith upon receipt of Landlord's notice so directing, remove their goods and effects from the demised premises. If Tenant or any such claimant shall fail to effect such removal forthwith, Landlord, without liability to Tenant or to those claiming under Tenant, may remove such goods and effects and may store the same for the account of Tenant or of the owner thereof in any place selected by Landlord or, at Landlord's sole election, Landlord may sell the same at public auction or at private sale on such terms and conditions as to price, payment and otherwise as Landlord, in its sole judgment, may deem advisable.

Section 16.4.1. Tenant shall be responsible for all costs of removal, storage and sale, and Landlord shall have the right to reimburse itself from the proceeds of any such sale for all such costs paid or incurred by Landlord. If any surplus sale proceeds shall remain after such reimbursement, Landlord may deduct from such surplus any other sum due to Landlord hereunder and shall pay over to Tenant the remaining balance of such surplus sale proceeds, if any.

Section 16.5. Current Damages. No termination or repossession provided for in §16.2 shall relieve Tenant (or any guarantor of Tenant's obligations hereunder) of their liabilities and obligations hereunder or under any separate instrument of guarantee, all of which shall survive such termination or repossession. In the event of any such termination or repossession, Tenant shall pay Landlord, in advance, on the first day of each month (and pro rata for the fraction of any month) for what would have been the entire balance of the original term of this lease, or of the then-current extension period, as shall be appropriate, one-twelfth ($1/12^{\text{th}}$) of the annual rental for the demised premises, as defined in §16.5.1, less the proceeds (if any) of any reletting of the demised premises which remain after deducting Landlord's expenses in connection with such reletting. Such expenses shall include, without limitation, removal, storage and remodeling costs, the cost of painting and refurbishing the premises, and reasonable attorneys' and brokers' fees. If this lease is terminated by Landlord, or if Landlord repossesses the demised premises without terminating the lease, Landlord agrees to use reasonable efforts to mitigate any damages it may have against Tenant.

Section 16.5.1. The annual rental for the demised premises shall be the total of (i) the minimum rent, Tenant's tax share, and all other charges payable by Tenant (whether or not to Landlord) for the lease year ending next prior to such termination or repossession, together with (ii) the cost of heating the demised premises to prevent the freezing of pipes, while the premises remain vacant, (iii) any premium costs payable by Landlord for any insurance coverage maintained with respect to the demised premises, while the demised premises remain vacant, (iv) the cost of any repairs to the demised premises which become necessary during the vacancy of the demised premises and which would have been required of Tenant under the lease if the lease had not been terminated, and (v) the cost of any repairs to the demised premises which, notwithstanding they became necessary because of the acts of some other person(s), would probably not have become necessary if the demised premises had not been vacant.

Section 16.6. Final Damages. At any time after any such termination or repossession, whether or not Landlord has collected any current damages, Landlord shall be entitled to recover

from Tenant and Tenant shall pay to Landlord, on demand, as liquidated final damages in lieu of all accrued, unpaid current damages and all current damages accruing beyond the date of the demand (or, if earlier, the date to which Tenant shall have paid current damages) a sum equal to the amount by which the annual rental (as defined in §16.5.1) payable from the date of such demand for what would have been the balance of the term shall exceed the fair net rental value of the demised premises for the same period as reasonably determined by Landlord at the beginning of that period.

Section 16.7. Not more than seven (7) days after receipt of Landlord's bill therefor, Tenant shall pay Landlord all reasonable costs and expenses (including, without limitation, reasonable amounts for attorneys' fees) incurred by Landlord in enforcing Tenant's obligations or Landlord's rights under this lease.

ARTICLE XVII ASSIGNMENT/SUBLETTING

Section 17.1. Tenant's Affiliates. Tenant may license the use of or assign or sublet all or a portion of the Premises to an affiliate under common ownership with Tenant at any time during the term of this lease without Landlord's consent, provided that except as otherwise provided for herein, no such licensing, assignment or subletting shall affect Tenant's primary liability under this lease.

Section 17.2. Licensing and Subletting. Tenant shall be permitted to sublet all or a portion of the demised premises to any third party without the consent of Landlord, provided that no such subletting shall in any way impair the continuing primary liability of Tenant hereunder. If Tenant shall sublease the demised premises as permitted herein, Tenant shall obtain and furnish to Landlord, not later than five (5) days prior to the effective date of such sublease and in a form reasonably satisfactory to Landlord, the written agreement of such subtenant to the effect that the subtenant will attorn to the Landlord, at the Landlord's option and written request, in the event this Lease terminates before the expiration of the sublease.

Section 17.3. Assignment. Tenant shall be permitted to assign its rights under this lease upon written notice received by Landlord forty-five (45) days prior to the proposed effective date of the proposed assignment, and subject to the prior written consent of Landlord, which consent shall not be unreasonable withheld. Without limiting the generality of the foregoing, Landlord shall not be deemed to have unreasonably withheld or conditioned its consent to an assignment if: (a) Tenant is then in default hereunder beyond any applicable cure period; (b) any notice of termination of this Lease or termination of Tenant's possession shall have been given under this Lease; (c) the proposed assignee has (i) a liquidity ratio less than or equal to 1.2 to 1, (ii) a leverage ratio less than or equal to 1.2 to 1; (iii) a minimum net worth of less than \$1,000,000.00, or (iv) a cash flow ratio less than or equal to 1.2 to 1; or (d) the proposed assignee has less than three (3) years' experience operating less than ten (10) major branded retail gasoline stations. If Landlord consents to an assignment of this lease by Tenant, then Tenant shall be relieved from its obligations under this lease after the date of such assignment, provided that any such assignee expressly assumes all obligations of Tenant hereunder in a written instrument reasonably satisfactory to Landlord and furnished to Landlord not later than five (5) days prior to the

effective date of the assignment.

ARTICLE XVIII HAZARDOUS SUBSTANCES

Section 18.1. Definitions. As used in this lease, the term "Hazardous Substances" shall mean any chemical, material or substance in any form, whether solid, liquid, gaseous, semi-solid, or any combination thereof, whether waste material, raw material, chemical, finished product, byproduct, or any other material or article, that is listed or regulated under environmental laws or regulations (including, without limitation M.G.L. c. 21E and 42 U.S.C.A. 9601, et seq., as they may from time to time be amended) as a "hazardous" or "toxic" substance or waste, or as a "contaminant" or "pollutant," or is otherwise listed or regulated under environmental laws or regulations because it poses a hazard to human health, safety, or to the environment, including without limitation, petroleum products, asbestos, and urea formaldehyde foam insulation. As used in this lease, the term "Environmental Requirements" shall mean any and all environmental permits, approvals, consents, licenses, stipulations, registrations, certifications and authorizations required by any law, by-law, ordinance or regulation, and any and all environmental regulatory compliance requirements, applicable to the demised premises, or to operations or equipment associated with the demised premises. As used in this lease, the term "Release" means any release, spill, leak, discharge, abandonment, disposal, pumping, pouring, emitting, emptying, injecting, leaching, dumping, depositing, dispersing, allowing to escape or migrate into or through the environment (including ambient air, surface water, ground water, land surface and subsurface strata or within any building, structure, facility or fixture) of any Hazardous Substance, including the abandonment or discarding of Hazardous Substances in barrels, drums, or other containers.

Section 18.2. Tenant's Obligations. Tenant hereby agrees to indemnify and hold Landlord, its agents, servants, employees, successors and assigns, harmless from and against any and all actions, petitions, orders, claims or demands made, brought or instituted by any and all private parties and/or any and all public agencies or authorities, together with any and all expenses (including reasonable attorneys' fees, consultant fees, and expert fees), remediation costs, and other costs, demands, liabilities or penalties assessed against or incurred by any of them (the "Landlord Claims"), arising out of or in any way connected with a Release on the demised premises of any Hazardous Substances during the term of this lease (as it may be extended) by Tenant or its agents, employees, vendors, customers or invitees (the foregoing releases being referred to herein as a "Tenant Release"). With respect to any Landlord Claim resulting from a Tenant Release, Tenant, upon notice from Landlord, shall defend such action or proceeding by counsel selected by Tenant and approved by Landlord (which approval shall not be unreasonably withheld), and Tenant shall pay all reasonable expenses incurred in connection with defending such action or proceeding. The indemnity obligation created by this Section shall include, without limitation, any and all costs incurred in connection with any environmental investigation, and any and all costs for repair, clean-up, detoxification or decontamination, or other remedial action taken, or any costs necessary to resolve any violation of Environmental Requirements with respect to the demised premises, as and to the extent required by applicable laws and regulations. This agreement shall extend to and be enforceable by Landlord's public liability, health, disability and workers' compensation insurer(s) and its successors, assigns, and

mortgagees. In the event of the occurrence of any Tenant Release, Tenant shall comply with all applicable laws and regulations relating thereto, and if required by applicable laws, Tenant shall initiate and thereafter diligently prosecute to completion all actions necessary to remove, contain or mitigate any such Hazardous Substances for which Tenant has responsibility as herein provided, as and to the extent required by applicable laws and regulations.

Tenant shall use good faith efforts to qualify the demised premises for a Certificate of Compliance ("COC") under M.G.L. c. 21J, known as the "Underground Storage Tank Petroleum Product Cleanup Fund" (the "Fund") and any implementing regulations thereunder, as said statute and regulations may be amended from time to time hereafter. If Tenant shall ever not be covered, qualified or eligible for reimbursement under M.G.L. c. 21J, or if monies shall ever not be appropriated or available for use by said Fund, or if said Fund shall ever be insolvent or fail to exist, then Tenant shall take out and maintain throughout the term of this lease environmental liability insurance ("Environmental Insurance"), provided that such insurance can be obtained specifically for the demised premises with reasonable limits and at a commercially reasonable premium, naming Tenant as insured and Landlord as additional insured, provided, however, if the event Tenant does not maintain such Environmental Insurance as required herein, Landlord shall be entitled to take out and maintain such insurance throughout the term of this lease, and pass all reasonable costs of such insurance on to Tenant as rent owed to Landlord under this lease.

Section 18.3. Landlord's Obligations. Landlord hereby agrees to indemnify and hold Tenant, its agents, servants, employees, successors and assigns, harmless from and against any and all actions, petitions, orders, claims or demands made, brought or instituted by any and all private parties and/or any and all public agencies or authorities, together with any and all expenses (including reasonable attorneys' fees, consultant fees, and expert fees), remediation costs, and other costs, demands, liabilities or penalties assessed against or incurred by any of them (the "Tenant Claims"), arising out of or in any way connected with a Release on the demised premises of any Hazardous Substances during the term of this lease (as it may be extended) by Landlord or its agents, employees, vendors, customers or invitees (the foregoing releases being referred to herein as a "Landlord Release"). With respect to any Tenant Claim resulting from a Landlord Release, Landlord, upon notice from Tenant, shall defend such action or proceeding by counsel selected by Landlord and approved by Tenant (which approval shall not be unreasonably withheld), and Landlord shall pay all reasonable expenses incurred in connection with defending such action or proceeding. The indemnity obligation created by this Section shall include, without limitation, any and all costs incurred in connection with any environmental investigation, and any and all costs for repair, clean-up, detoxification or decontamination, or other remedial action taken, or any costs necessary to resolve any violation of Environmental Requirements with respect to the demised premises, as and to the extent required by applicable laws and regulations. This agreement shall extend to and be enforceable by Tenant's public liability, health, disability and workers' compensation insurer(s) and its successors, assigns, and mortgagees. In the event of the occurrence of any Landlord Release, Landlord shall comply with all applicable laws and regulations relating thereto, and if required by applicable laws, Landlord shall initiate and thereafter diligently prosecute to completion all actions necessary to remove, contain or mitigate any such Hazardous Substances for which Landlord has responsibility as herein provided, as and to the extent required by applicable laws

and regulations. This indemnification shall include, without limitation, any Tenant Claims arising out of the Release(s) identified by RTN 4-1076 and the remedial actions being undertaken by Motiva Enterprises, Inc., with respect to RTN 4-1076.

Section 18.4. Cooperation. To the extent necessary, each party shall cooperate with the other in prosecuting any legal action (and will execute any notices, instruments, filings or other submissions to any governmental authorities) which may be necessary in connection with the foregoing indemnification provisions, including, without limitation, any action necessary to seek abatement of the condition of the demised premises arising from a Release or to recover money from third parties, insurers, or governmentally sponsored underground storage tank funds. The parties also agree to cooperate with the other with regard to all filings required to qualify for and obtain distributions from the Fund and to obtain Environmental Insurance.

ARTICLE XIX MISCELLANEOUS PROVISIONS

Section 19.1. Subordination to Certain Mortgages. Upon the written request of Landlord, Tenant shall enter into a recordable agreement with the holder of any future mortgage of Landlord's fee interest in the demised premises, which shall provide that (a) the leasehold estate created by this lease shall be subordinated to the lien of such mortgage, (b) in the event of foreclosure of said mortgage (or any other action thereunder by the mortgagee), the mortgagee (and its successors in interest) and Tenant shall be directly bound to each other to perform the respective undischarged obligations of Landlord and Tenant hereunder (whether accruing before or after such foreclosure or other action), (c) this lease shall continue in full force and effect, and (d) Tenant's rights hereunder shall not be disturbed, except as in this lease provided. The word "mortgage" as used herein includes mortgages, deeds of trust and all similar instruments, all modifications, extensions, renewals and replacements thereof, and any and all assignments of the Landlord's interest in this lease given as collateral security for any obligation of Landlord.

Section 19.2(a). Miscellaneous - Self Help. If Tenant shall default in the performance of any obligation imposed on it by this lease and shall not cure such default within thirty (30) days after written notice from Landlord specifying the default [or shall not within said period commence and diligently proceed to cure such default in the shortest reasonable time, in the case of a default which by its nature or by the nature of the required cure cannot be fully cured in thirty (30) days], Landlord, without waiving or prejudicing any other right or remedy Landlord may have, shall have the right at any time thereafter to cure such default for the account of Tenant, and Tenant shall forthwith reimburse Landlord for any amount paid and any expense or contractual liability so incurred. Tenant's failure to reimburse Landlord shall be deemed a failure to pay the minimum rent.

Section 19.2(b). If it shall be necessary to do so to protect the real estate or Landlord's interest therein, or to prevent injury to persons or damage to the demised premises, Landlord may cure a default by Tenant, as provided in §19.2(a), before the expiration of the waiting period but after written, oral, telephoned or facsimile notice to Tenant. If Tenant's defaulted obligation under this lease consists in a payment of money to a person or legal entity other than Landlord (e.g., an insurance premium) or its default under §2.4 herein, Landlord may

cure the default under this §19.2(b).

Section 19.3. Covenant of Quiet Enjoyment. Landlord covenants with Tenant that, if Tenant shall pay the rent and shall fully and promptly perform all of the other obligations imposed on it herein, Tenant shall and may peaceably and quietly have, hold, occupy and enjoy the demised premises and all of Tenant's rights and privileges hereunder without hindrance or molestation of any kind, subject to the terms of this lease, applicable law, the terms of any instrument to which this lease is subordinate, and any encumbrances noted on Tenant's insurance policy.

Section 19.4. Application to Extension Periods. All of the provisions of this lease shall apply during any extension of the original term, except as specifically provided to the contrary elsewhere in this lease.

Section 19.5. Holdover. If Tenant continues in occupancy of the demised premises after the end of the term, such occupancy shall not be deemed to extend or renew the term of this lease. Such occupancy shall be deemed a tenancy at will, from month to month, upon the terms herein contained, at one and one-half (1½) times the Rent payable under Article IV for the last Lease Year prior to the end of the term, prorated and payable in arrears.

Section 19.6. Waiver. Neither the failure of either party to complain of any act or omission on the part of the other (however long the same may continue), nor the payment or acceptance of rent, nor the performance of any obligation, shall be deemed to be a waiver by such party of any rights hereunder or of the right to recover the amount of any payment or the cost of any performance made or done under protest, whether or not such protest was made in writing. No waiver by either party shall be effective unless in writing and signed by party asserting to have made such waiver. No waiver of any breach of any provision of this lease shall be deemed a waiver of a breach of any other provision of this lease or a consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent or approval of the other, such consent or approval shall not be unreasonably withheld and the grant of such consent or approval on any one occasion shall not be deemed a consent to or approval of that action on any subsequent occasion or of any other action on the same or any subsequent occasion. Each right and remedy which Landlord may have under this lease or by operation of law shall be distinct and separate from every other such right and remedy; all such rights and remedies shall be cumulative, and none of them shall be deemed inconsistent with or exclusive of any other, whether or not exercised; and any two or more or all of such rights and remedies may be exercised at the same time or successively.

Section 19.7. Costs of Performance. Wherever this lease requires the performance of an act by either party, such party shall perform the act at its own cost and expense, unless expressly provided to the contrary.

Section 19.8. Notices. Except as provided elsewhere in this lease, all notices required hereunder shall be in writing and shall be sent by certified or registered mail, return receipt requested. Any written notice shall be deemed to have been given when mailed and shall be effective when given, except as specifically otherwise provided in this lease. Any notice

hereunder shall be deemed to have been received on the delivery date endorsed by the Postal Service on the return receipt, except that any notice which is (according to the terms of this §19.8) correctly addressed but which is returned by the Postal Service as undeliverable shall be deemed to have been received on the earliest date on which the Postal Service attempted delivery as indicated by Postal Service endorsement on the return receipt form. Notices intended for Landlord shall be mailed to Landlord at 54 Bayshore Drive, Mashpee, Massachusetts 02649, with a copy, mailed in the same manner to Landlord, to Ronald W. Ruth, Esquire, Sherin and Lodgen LLP, 100 Summer Street, Boston, Massachusetts 02110. Notices intended for Tenant shall be mailed to Tenant, Attention Peter J. Garrett, Vice President, One Roberts Road, Plymouth, Massachusetts 02360 with a copy, mailed in the same manner to Robert M. Russell, Jr., Esquire, Keegan, Werlin & Pabian, LLP, 21 Custom House Street, Boston, Massachusetts 02110. Either party, by written notice to the other, may designate other (and additional) addresses to which notices for the designating party shall be sent. Notwithstanding any assignment or subletting, copies of any notice to the holder of Tenant's interest hereunder alleging default shall always be sent to the Tenant named herein, and Landlord shall always accept payment or performance from the Tenant named herein. Each party agrees that notice to such party ("Receiving Party") may be given to the Receiving Party by the attorney for the other party ("Sending Party") acting on behalf of the Sending Party.

Section 19.9. Partial Invalidity. If any provision of this lease or the application thereof to any person or circumstance shall, to any extent, be adjudged invalid by a court of competent jurisdiction, the remainder of this lease (and the application of such provision to other persons or circumstances) shall not be affected thereby.

Section 19.10(a). Obligations of Parties. Any pronoun referring to Landlord, Tenant or a third party shall be read in such number and gender as the context may require.

Section 19.10(b). The word "Landlord" shall be deemed to include each successive holder of the lessor interest in this lease, and the terms and provisions of this lease shall be binding upon and inure to the benefit of the heirs, devisees, personal representatives, successors and assigns of the Landlord; but if the transferee (or prospective transferee) of the lessor interest herein (other than a mortgagee holding or about to acquire a contingent or collateral assignment of the lessor interest) shall execute, acknowledge and deliver to Tenant (Tenant agreeing to execute, acknowledge and deliver the same promptly after receiving it) a recordable agreement providing that the parties thereto, after such transfer, shall be directly bound to each other to perform the respective undischarged obligations of Landlord and Tenant hereunder (whether accruing before or after the transfer), then after the effective date of such agreement the transferring owner of the lessor interest shall have no liability to Tenant or any claimant under Tenant for any act or omission of Landlord occurring after such effective date. If the transferring owner of the lessor interest fails to obtain and deliver such an agreement to Tenant, the transferee's acceptance of rent shall constitute the transferee's agreement to be bound directly to Tenant to perform the undischarged obligations of Landlord, Tenant hereby agreeing (in consideration thereof) to be bound to the transferee to perform the undischarged obligations of Tenant.

Section 19.10(c). The word "Tenant" shall be deemed to include each successive holder of the lessee interest in this lease, and the terms and provisions of this lease shall inure to the benefit of the heirs, devisees, personal representatives, successors and assigns of the Tenant.

Section 19.10(d). If at any time the lessor interest in this lease shall be held by anyone acting in a fiduciary capacity, then, notwithstanding any other provision of this lease, the Landlord's obligations shall not be binding upon such fiduciary individually or upon any beneficiary or shareholder for whom such fiduciary acts, but only upon such fiduciary in that capacity and upon the estate held by such fiduciary.

Section 19.11. "No Partnership" Clause. No provision of this lease shall be deemed to render Landlord and Tenant partners or participants in any other type of joint enterprise.

Section 19.12. Broker's Claims. Tenant warrants and represents to Landlord that it has not utilized the services of a broker or real estate salesman in connection with this lease or the purchase option hereunder. Tenant shall defend and hold Landlord harmless and indemnified against all claims (including reasonable attorney's fees) resulting from breach of the foregoing warranty and representation by Tenant.

Section 19.13. Estoppel.

(a) Upon the reasonable request of Landlord, at any time or from time to time, Tenant agrees to execute, acknowledge and deliver to Landlord, within fifteen (15) days after request, a written instrument, duly executed and acknowledged, (a) certifying that this lease has not been modified and is in full force and effect or, if there has been a modification of this lease, that this lease is in full force and effect as modified, stating such modifications, (b) specifying the dates to which the Rent has been paid, (c) stating whether or not, to the knowledge of the party executing such instrument, Landlord is in default, and, if such party is in default stating the nature of such default, (d) whether or not there are then existing any set-offs or defenses against the enforcement of any of the obligations hereunder upon the part of Landlord to be performed or complied with (and, if so, specifying the same), and (e) any other information, reasonably and customarily included in any such instrument. Any such certificate may be relied upon by the party requesting it and any other person, firm or corporation to whom the same may be exhibited or delivered, and the contents of such certificate shall be binding on the party executing the same.

(b) Upon the reasonable request of Tenant, at any time or from time to time, Landlord agrees to execute, acknowledge and deliver to the other, within fifteen (15) days after request, a written instrument, duly executed and acknowledged, (a) certifying that this lease has not been modified and is in full force and effect or, if there has been a modification of this lease, that this lease is in full force and effect as modified, stating such modifications, (b) specifying the dates to which the Rent has been paid, (c) stating whether or not, to the knowledge of the party executing such instrument, Tenant is in default, and, if such party is in default stating the nature of such default, (d) whether or not there are then existing any set-offs or defenses against the enforcement of any of the obligations hereunder upon the part of Tenant to be performed or complied with (and, if so, specifying the same), and (e) any other information, reasonably and customarily included in any such instrument. Any such certificate may be relied upon by the

party requesting it and any other person, firm or corporation to whom the same may be exhibited or delivered, and the contents of such certificate shall be binding on the party executing the same.

Section 19.14. Right of First Opportunity.

(a) Right of First Opportunity. Landlord agrees that it will not sell or otherwise transfer Landlord's interest in all or any portion of the demised premises unless and until Landlord shall have first complied with all of the provisions of §19.14.

(b) Landlord's Offer. If, during the term of this lease, Landlord proposes or desires to sell all or any part of the demised premises, Landlord shall give Tenant written notice of such intention, which notice ("Landlord's Offer") shall set forth all terms and conditions of such proposed sale (including, without limitation, the gross cash price and any payment terms which Landlord is willing to accept) and shall constitute an offer to sell the demised premises to Tenant at the gross cash price and upon the terms stated therein.

(c) Tenant's Acceptance of Landlord's Offer. Tenant's acceptance of Landlord's Offer shall be by written notice given within thirty (30) days following Tenant's receipt thereof. If Tenant fails, within thirty (30) days of receipt of Landlord's Offer, to accept Landlord's Offer, or if prior to the expiration of said 30-day period, Tenant rejects Landlord's Offer, Landlord shall be free to sell (or enter into a contract to sell) the demised premises to anyone for a gross cash price not less than ninety-five percent (95%) of the gross cash price set forth in Landlord's Offer and upon terms and conditions not more favorable than those set forth in Landlord's Offer for a period of six (6) months following the date of Landlord's receipt of Tenant's rejection of Landlord's Offer or six (6) months following the expiration of the thirty (30) day period within which Tenant was permitted to accept Landlord's Offer, whichever is earlier. In the event that Landlord fails to sell (or enter into a contract to sell) the demised premises or the part offered for sale within such period, then any sale or transfer occurring thereafter shall be deemed a new proposal to sell, and Tenant shall be entitled to receive a new written offer from Landlord as provided in §19.14(b). In addition, the provisions of this §19.14(c) shall continue in force and effect notwithstanding any rejection by Tenant of any offer by Landlord on any one occasion and notwithstanding any waiver by Tenant of its rights under this §19.14(c) on any one occasion.

(d) Closing Procedures. The date of closing pursuant to this §19.14(d) shall be the later of (a) the date of closing provided in Landlord's Offer, or (b) the date which is sixty (60) days after Tenant's acceptance of Landlord's Offer. On the date specified for closing, Landlord shall deliver the deed conveying the demised premises or such part thereof as was offered for sale, and Tenant shall pay Landlord the price specified in Landlord's Offer, making payment in cash or on the terms set forth in Tenant's notice of acceptance. Conveyance shall be made to Tenant or to a nominee designated by Tenant by written notice to Landlord sent not less than seven (7) days prior to the date specified for the delivery of the deed. The deed shall be a Massachusetts quitclaim deed (unless otherwise specified in Landlord's Offer), and shall convey a good and clear record and marketable title to the demised premises, free from all encumbrances and restrictions except (a) this lease; (b) any existing subleases; (c) provisions of local zoning laws; (d) such real estate taxes for the current tax year as are not yet due and payable on the date of the delivery of the deed; (e) liens for municipal betterments assessed after the mailing of

Tenant's acceptance of Landlord's Offer; and (f) any encumbrance either set forth on Exhibit B or set forth (with specificity) in Landlord's Offer.

(e) Notwithstanding anything to the contrary contained herein, the provisions of §19.14 shall not apply to sale of any or all of the demised premises to entities or affiliates with Landlord, which shall include, but not be limited to, any persons who are related to the Trustee of Landlord, serving from time to tome, by blood or marriage.

Section 19.15. Index and Cross References. Any index or table of contents attached to the lease or heading references or title of Articles is used only as a matter of convenience for reference and is not to be deemed part of the lease or used to determine the intent of the parties. Any reference made in this lease to an Article, Section, subsection or other type of subdivision of this lease shall be construed as a reference to the entire Article (including all of its Sections, subsections and other subdivisions), to the entire section (including all of its subsections and other subdivisions), to the entire subsection (including all its subdivisions) or to the entire subdivision (including all of its further subdivisions), as the case may be, and shall also be construed as a reference to any appendix provision which complements, supplements or modifies the provision referred fo.

Section 19.16. Prior Representations: Prior and Preliminary Agreements. The parties acknowledge that in the course of negotiating this lease their respective representatives have gradually reached preliminary agreement on the several terms set forth in this instrument. The parties acknowledge and agree that at all times they have intended that none of such preliminary agreements (either singly or in combination) shall be binding on either party, and that they shall be bound to each other only by a single, formal, comprehensive document containing this Section and all of the agreements of the parties, in final form, which has been executed by a duly authorized officer of Tenant and by Landlord. The parties acknowledge that none of the prior oral and written agreements between them (and none of the representations on which either of them has relied) relating to the subject matter of this lease shall have any force or effect whatever, except as and to the extent that such agreements and representations have been incorporated in this lease.

Section 19.17. Exhibits Incorporated. The Exhibits attached to this lease shall be deemed a part of this instrument.

Section 19.18. Notice of Lease. Landlord and Tenant each agree upon request of the other to execute and deliver to the other a notice of lease or short form of lease suitable for recording and setting forth the name of the Landlord and the Tenant, the term of the Lease and an appropriate description of the demised premises.

IN WITNESS WHEREOF, the parties hereto have executed this lease under seal as of the day and year first above written.

WITNESS:

[Signature]
[Signature]

LANDLORD:

By: *Susan Musto, Trustee*
SUSAN MUSTO, as Trustee of
HOLLY NOMINEE TRUST, and
not individually

WITNESS:

[Signature]
[Signature]

TENANT:

VOLTA OIL COMPANY, INC.

By: *[Signature]*
Name: PETER J. GARRETT
Title: VP

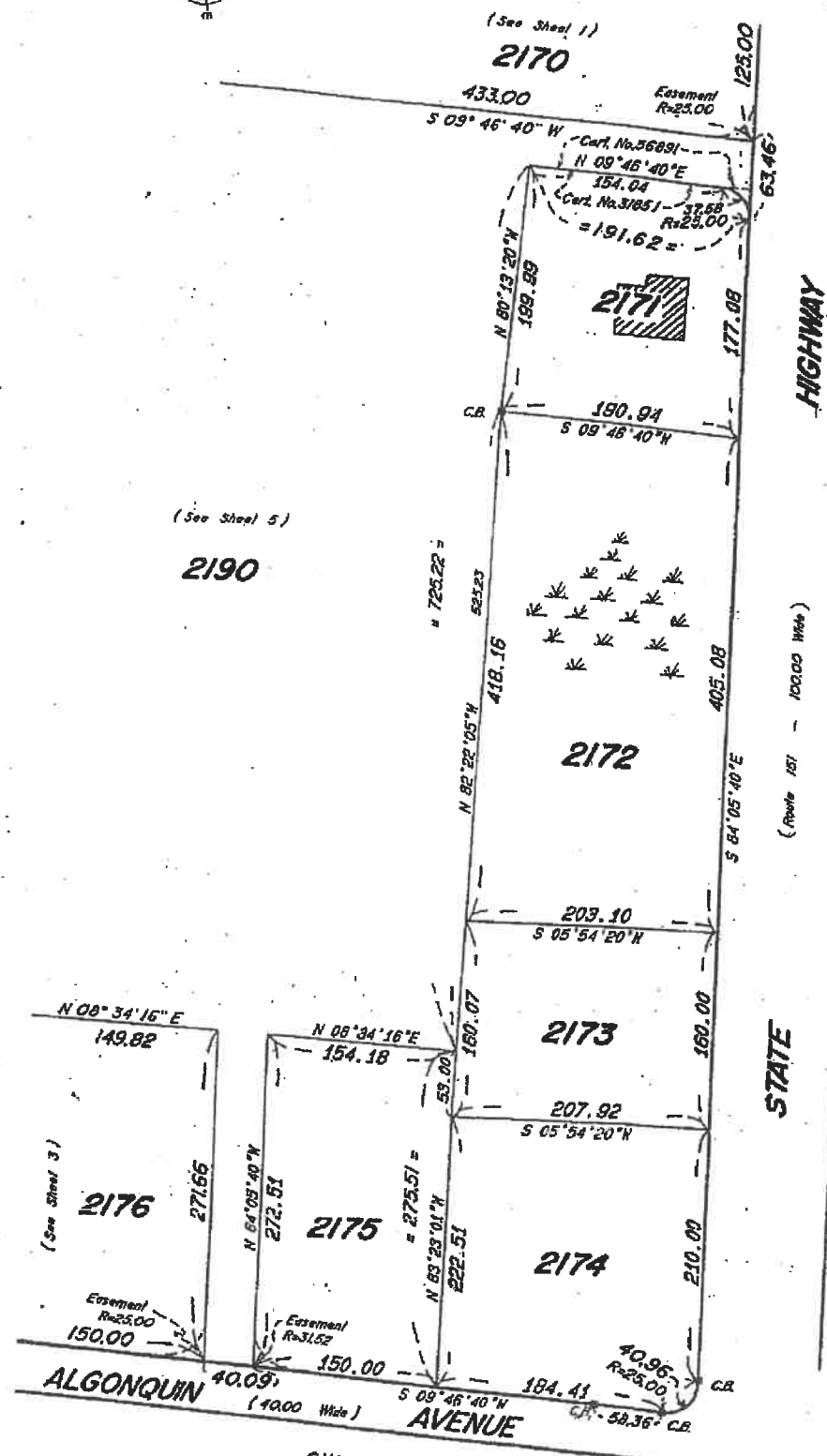
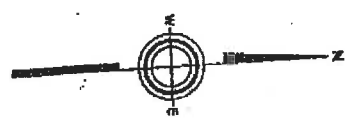
EXHIBIT A

PLAN OF DEMISED PREMISES

-15

11380Q

Sheet 2 of 5



2111
Plan No. 11380Q sA1 Cert. No. 12111

K.M. N.B. - 98

Scale of this plan 100 feet to an inch.

[illegible]

* 12 STALLS ATTACHED PROVIDING 22 DISMOUNTED PLACES TO RIDE & SEAT AT 400000 PER PLANT.

1. The first step in conducting an FBI field file is the review of literature.
2. The second step is the review of the FBI field file.
3. The third step is the review of the FBI field file.
4. The fourth step is the review of the FBI field file.
5. The fifth step is the review of the FBI field file.
6. The sixth step is the review of the FBI field file.
7. The seventh step is the review of the FBI field file.
8. The eighth step is the review of the FBI field file.
9. The ninth step is the review of the FBI field file.
10. The tenth step is the review of the FBI field file.
11. The eleventh step is the review of the FBI field file.
12. The twelfth step is the review of the FBI field file.
13. The thirteenth step is the review of the FBI field file.
14. The fourteenth step is the review of the FBI field file.
15. The fifteenth step is the review of the FBI field file.
16. The sixteenth step is the review of the FBI field file.
17. The seventeenth step is the review of the FBI field file.
18. The eighteenth step is the review of the FBI field file.
19. The nineteenth step is the review of the FBI field file.
20. The twentieth step is the review of the FBI field file.

PLAIN REITERENCES

- 2) SILENCE FOR 42 NATHAN OLDS HIGHWAY & ADAMANT
HYDRAULICS DATED JANUARY 4, 1987 BY THE PROCEED GROUP
COPY OBTAINED FROM THE TOWN OF MICHIGAN.

சென்னை 15.12.2019

VOYAGE

SITE PLAN
NATHAN ELUS HWY. (RTE. 151)
MASHPEE, MASSACHUSETTS 0195

Page 1 of 21

1860-1861

EXHIBIT A-1

LEGAL DESCRIPTION OF LAND

The land together with the building thereon bounded and described as follows:

NORTHERLY By Route 151 (State Highway) as shown on hereinafter mentioned plan, one hundred seventy-seven and 08/100 (177.08) feet;

EASTERLY by Lot #2172 as shown on said plan, one hundred ninety and 94/100 (190.94) feet;

SOUTHERLY one hundred ninety-nine and 99/100 (199.99) feet;

WESTERLY one hundred fifty-four and 04/100 (154.04) feet;

NORTHWESTERLY on an arc there measuring thirty-seven and 58/100 (37.58) feet, all by land no or formerly of Henry C. Labute.

Shown as Lot 2171 on Land Court Subdivision Plan No. 11388-Q.

EXHIBIT B

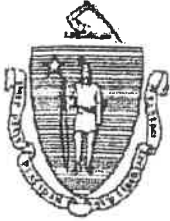
TITLE INSURANCE

The title insurance policy insuring Tenant's interest in and rights to the demised premises ("Tenant's Title Insurance Policy") shall be subject only to the following, subject always to the requirements set forth below:

To be provided by Tenant subject to reasonable review and consent by Landlord.

EXHIBIT D

MOTIVA ACCESS AGREEMENT



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

Charles D. Baker
GOVERNOR

Karyn E. Polito
LT. GOVERNOR



378116150

Rosalin Acosta
SECRETARY

Richard A. Jeffers
DIRECTOR

COMMONS CONVENIENCE INC
414 NATHAN ELLIS HIGHWAY
MASHPEE, MA 02649

EAN: 21988378
November 18, 2021

Certificate Id:53461

The Department of Unemployment Assistance certifies that as of 11/18/2021 ,COMMONS CONVENIENCE 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



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

mass.gov/dor

Letter ID: L1642136256
Notice Date: November 23, 2021
Case ID: 0-001-325-705



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



COMMONS CONVENIENCE INC
414 NATHAN ELLIS HWY
MASHPEE MA 02649-3144

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

**TOWN OF MASHPEE
BOARD OF SELECTMEN
PUBLIC HEARINGS NOTICE**

Pursuant to Chapter 138 of Massachusetts General Laws, the Board of Selectmen, acting as the Local Licensing Authority for the Town of Mashpee, will conduct a public hearing on the application for the following multiple amendments to the Alcoholic Beverages License of 25 Market Street, Inc. dba Café Trevi:

Change of Officers/Directors/LLC Managers
Change of Stock Interest
Change of Pledge of License, Stock or Inventory
Change of Manager

Said hearing will be held virtually on Monday, January 24, 2022 at 6:40 p.m. The public may participate by calling (508) 539-1449.

Please be advised of the following:

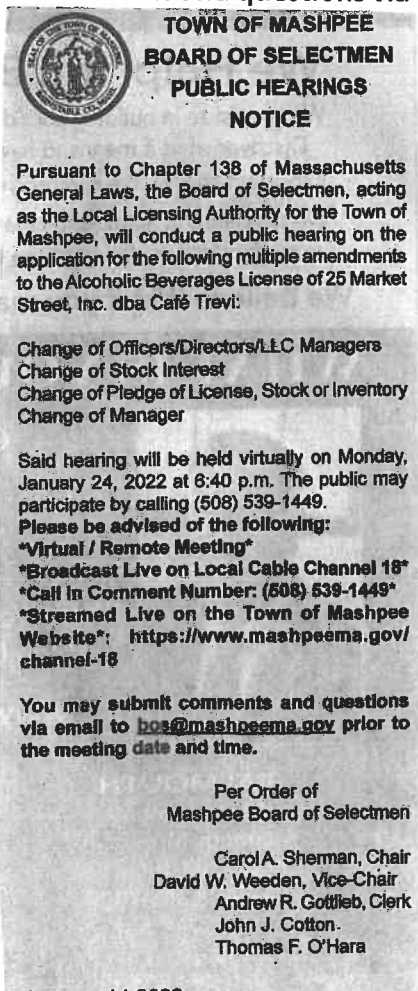
Virtual / Remote Meeting

Broadcast Live on Local Cable Channel 18

Call in Comment Number: (508) 539-1449

***Streamed Live on the Town of Mashpee Website*: <https://www.mashpeeema.gov/channel-18>**

You may submit comments and questions via email to bos@mashpeeema.gov prior to the meeting date and time.



Per Order of

Mashpee Board of Selectmen

Carol A. Sherman, *Chair*

David W. Weeden, *Vice-Chair*

Andrew R. Gottlieb, *Clerk*

John J. Cotton

Thomas F. O'Hara



TOWN OF MASHPEE

OFFICE OF SELECTMEN

16 Great Neck Road North
Mashpee, Massachusetts 02649
Telephone - (508) 539-1401
bos@mashpeema.gov

MEMORANDUM

Date: January 19, 2022

To: Rodney C. Collins, Town Manager,
Board of Selectmen

From: Stephanie A. Coleman, Administrative Secretary 

Re: Alcoholic Beverages License Amendment Application – 25 Market Street dba Café Trevi

Description

Discussion and approval of the License Amendment application of 25 Market Street dba Café Trevi for multiple amendments to the Annual All Alcoholic Beverages license.

Background

Pursuant to Chapter 138 of Massachusetts General Laws, the Board of Selectmen, acting as the Local Licensing Authority for the Town of Mashpee, will conduct a public hearing on the application for the following multiple amendments to the Alcoholic Beverages license of 25 Market Street, Inc. dba Café Trevi:

Change of Officers/Directors/LLC Managers
Change of Stock Interest
Change of Pledge of License, Stock or Inventory
Change of Manager

Attached is the amendment application for the Annual All Alcoholic Beverages license for review.

LAW OFFICE OF EUGENE R. CURRY

Atty. Eugene R. Curry
Atty. Heidi A. Grinsell Couture, Associate

3010 Main Street, Route 6A, Barnstable, Massachusetts 02630
Phone: (508) 375-0070, Fax: (508) 375-0075
ercurry@eugenecurry.com, hgrinsell@eugenecurry.com

January 3, 2022

Stephanie Coleman
Administrative Secretary
Board of Selectman
Town of Mashpee
16 Great Neck Road North
Mashpee, Massachusetts 02649

***Re: Application for Multiple Amendments
25 Market Street, Inc.***

Dear Stephanie,

Enclose please find the following:

1. Application for Multiple Amendments;
2. Monetary Transmittal Form (payment submitted);
3. CORI Authorization Form;
4. DOR Certificate of Good Standing;
5. DUA Certificate of Compliance;
6. Corporate Vote;
7. Articles of Organization;
8. Stock Purchase Agreement;
9. Amendment to Stock Purchase Agreement;
10. Stock Transfer;
11. Promissory Note;
12. Stock Pledge Agreement;
13. Security Agreement;
14. Proof of Citizenship (passport)
15. Bank Statement;
16. Lease 1 (November 21, 2006);
17. Lease 2 (May 1, 2007);
18. Amendment 1 (to both leases);

19. Amendment 2 (to both leases); and
20. A Check for \$40.00.

Thank you for your assistance. Please contact me if you have any questions or require additional information.

Very truly yours,


Eugene R. Curry

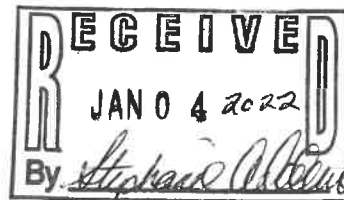
Enclosures

cc: Samantha Davis

By Hand



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 MULTIPLE AMENDMENTS

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

00069-RS-0670

25 Market Street, Inc. d/b/a Cafe Trevi

ADDRESS

25 Market Street

CITY/TOWN

Mashpee

STATE

MA

ZIP CODE

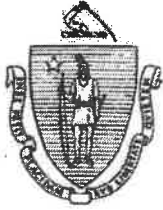
02649

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

THE LOCAL LICENSING AUTHORITY MUST 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



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

APPLICATION FOR MULTIPLE AMENDMENTS

Please select all of the amendments you are applying for:

☐ **CHANGE OF CATEGORY**

\$200 fee via ABCC website and Payment Receipt
Monetary Transmittal Form
DOR Certificate of Good Standing
DUA Certificate of Compliance
Change of Category Application
Vote of the Entity Board
Advertisement*
Abutter's Notification*

☐ **CHANGE OF LICENSE TYPE**

\$200 fee via ABCC website and Payment Receipt
Monetary Transmittal Form
Change of License Type Application
Vote of the Entity Board
Advertisement*

☐ **CHANGE OF CORPORATE STRUCTURE**

\$200 fee via ABCC website and Payment Receipt
Monetary Transmittal Form
DOR Certificate of Good Standing
DUA Certificate of Compliance
Change of Corporate Structure Application
Vote of the Entity Board
Business Structure Documents
If Sole Proprietor, Business Certificate
If partnership, Partnership Agreement
If corporation or LLC, Articles of Organization from the Secretary of the Commonwealth

☐ **CHANGE OF CLASSIFICATION**

\$200 fee via ABCC website and Payment Receipt
Monetary Transmittal Form
DOR Certificate of Good Standing
DUA Certificate of Compliance
Change of Classification Application
Vote of the Entity Board
Abutter's Notification*
Advertisement*



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

APPLICATION FOR MULTIPLE AMENDMENTS

Please select all of the amendments you are applying for(continued):

☒ **CHANGE OF OFFICERS/DIRECTORS/LLC MANAGERS**

\$200 fee via ABCC website and Payment Receipt

Monetary Transmittal Form

DOR Certificate of Good Standing

DUA Certificate of Compliance

Change of Officers/Directors Application

Vote of the Entity Board

CORI Authorization Complete one for the proposed manager of record. This form must be *notarized with a stamp or raised seal*.

Business Structure Documents

If Sole Proprietor, Business Certificate

If partnership, Partnership Agreement

If corporation or LLC, Articles of Organization from the Secretary of the Commonwealth

☐ **CHANGE OF OWNERSHIP INTEREST** (e.g. LLC Members, LLP Partners, Trustees etc.)

\$200 fee via ABCC website and Payment Receipt

Monetary Transmittal Form

DOR Certificate of Good Standing

DUA Certificate of Compliance

Change of Officers/Directors Application

Financial Statement

Vote of the Entity Board

CORI Authorization Complete one for the proposed manager of record. This form must be *notarized with a stamp or raised seal*.

Business Structure Documents

If Sole Proprietor, Business Certificate

If partnership, Partnership Agreement

If corporation or LLC, Articles of Organization from the Secretary of the Commonwealth

Purchase and Sale Agreement

Supporting Financial Records

Advertisement*

☒ **CHANGE OF STOCK INTEREST** (e.g. New Stockholders or Transfer or Issuance of Stock)

\$200 fee via ABCC website and Payment Receipt

Monetary Transmittal Form

DOR Certificate of Good Standing

DUA Certificate of Compliance

Change of Officers/Directors Application

Financial Statement

Vote of the Entity Board

CORI Authorization Complete one for the proposed manager of record. This form must be *notarized with a stamp or raised seal*.

Business Structure Documents

If Sole Proprietor, Business Certificate

If partnership, Partnership Agreement

If corporation or LLC, Articles of Organization from the Secretary of the Commonwealth

Purchase and Sale Agreement

Supporting Financial Records

Advertisement*



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

APPLICATION FOR MULTIPLE AMENDMENTS

Please select all of the amendments you are applying for(continued):

☐ **CHANGE OF CORPORATE NAME OR DBA**

\$200 fee via ABCC website and Payment Receipt (Corporate Name Only)
Monetary Transmittal Form
DOR Certificate of Good Standing (Corporate Name Only)
DUA Certificate of Compliance (Corporate Name Only)
Change of Corporate Name/DBA Application
Vote of the Entity Board
Business Structure Documents
If Sole Proprietor, Business Certificate
If partnership, Partnership Agreement
If corporation or LLC, Articles of Organization from the Secretary of the Commonwealth

☒ **CHANGE OF PLEDGE OF LICENSE, STOCK OR INVENTORY**

\$200 fee via ABCC website and Payment Receipt
Monetary Transmittal Form
DOR Certificate of Good Standing
DUA Certificate of Compliance
Change of Pledge of License, Stock or Inventory Application
Vote of the Entity Board
Pledge documentation
Promissory note

CHANGE OF MANAGER

☒ \$200 fee via ABCC website and Payment Receipt
Monetary Transmittal Form
Change of Manager Application
Vote of the Entity Board
CORI Authorization Complete one for the proposed manager of record. This form must be *notarized with a stamp or raised seal*.
Proof of Citizenship. Passport, birth certificate, voter registration, or naturalization papers will be accepted.



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

APPLICATION FOR MULTIPLE AMENDMENTS

Please select all of the amendments you are applying for(continued):

☐ **CHANGE OF LOCATION**

\$200 fee via ABCC website and Payment Receipt
Monetary Transmittal Form
Alteration of Premises/Change of Location Application
Vote of the Entity Board
Supporting financial records
Legal Right to Occupy
Floor Plan
Abutter's Notification*
Advertisement*

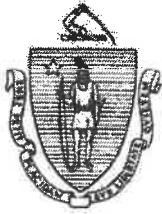
☐ **ALTERATION OF PREMISES**

\$200 fee via ABCC website and Payment Receipt
Monetary Transmittal Form
Alteration of Premises/Change of Location Application
Vote of the Entity Board
Supporting financial records
Legal Right to Occupy
Floor Plan
Abutter's Notification*
Advertisement*

☐ **MANAGEMENT AGREEMENT**

\$200 fee via ABCC website and Payment Receipt
Monetary Transmittal Form
Management Agreement Application
Management Agreement
Vote of the Entity Board
CORI Forms for all listed in Section 8A and attachments

IMPORTANT NOTE: A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does not pertain to a liquor license manager that is employed directly by the entity.*



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

APPLICATION FOR MULTIPLE AMENDMENTS

Please select all of the amendments you are applying for(continued):

Non-Profit Club's ONLY

e.g. Veteran's Club

☐ **Non-Profit Club CHANGE OF OFFICERS/DIRECTORS**

DOR Certificate of Good Standing

DUA Certificate of Compliance

Change of Officers/Directors Application

Vote of the club signed by an approved officer

Business Structure Documents-Articles of Organization from the Secretary of the Commonwealth

CORI Authorization Form This form must be notarized with a stamp or raised seal.

Monetary Transmittal Form

\$200 fee via ABCC website and Payment Receipt

☐ **Non-Profit Club CHANGE OF MANAGER**

\$200 fee via ABCC website and Payment Receipt

Monetary Transmittal Form

Change of Manager Application

Vote of the club signed by an approved officer

CORI Authorization Complete one for the proposed manager of record. This form must be notarized with a stamp or raised seal.

Updated Officers and Directors*

*Please ensure to update your officers and directors *simultaneously* or PRIOR to applying for a change of manager. It will be returned with no action taken if the officers and directors do not match ABCC records.

Proof of Citizenship. Passport, birth certificate, voter registration, or naturalization papers will be accepted.



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

APPLICATION FOR MULTIPLE AMENDMENTS

1. BUSINESS ENTITY INFORMATION

Entity Name

25 Market Street, Inc

Municipality

Mashpee

ABCC License Number

00069-RS-0670

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.

Samantha Davis, a current employee, is purchasing all of the outstanding shares of 25 Market Street, Inc., from Susan J. Musto, the current owner and manager of the business. The purchase will include a promissory note that shall be secured by a pledge of the purchased stock. Ms. Davis will be the sole stockholder, officer, and director of the company and manager of the business.

APPLICATION CONTACT

The application contact is the person who should be contacted with any questions regarding this application.

Name

Title

Email

Phone

Eugene Curry

Attorney

ecurry@eugeneecurry.com

2. AMENDMENT-Change of License Classification

☐ **Change of License Category**

All Alcohol, Wine and Malt,
Wine Malt and Cordials

Last-Approved License Category

Requested New License Category

☐ **Change of License Class**

Seasonal or Annual

Last-Approved License Class

Requested New License Class

☐ **Change of License Type***

i.e. Restaurant to Club

*Certain License Types

CANNOT change once issued*

Last-Approved License Type

Requested New License Type

3. AMENDMENT-Change of Business Entity Information

☐ **Change of Corporate Name**

Last-Approved Corporate Name:

Requested New Corporate Name:

☐ **Change of DBA**

Last-Approved DBA:

Requested New DBA:

☐ **Change of Corporate Structure**

LLC, Corporation, Sole
Proprietor, etc

Last-Approved Corporate Structure

Requested New Corporate Structure

4. AMENDMENT-Pledge Information

☐ **Pledge of License**

☐ **Pledge of Inventory**

☒ **Pledge of Stock**

To whom is the pledge being made:

Susan J. Musto

☒ **Change of License Manager**

SSN

..., Mashpee, MA 02649

Phone

40

Susan J. Musto

Date	Municipality	Charge	Disposition

Start Date	End Date	Position	Employer	Supervisor Name
6/4/2015		General Manager	25 Market Street, Inc.	Susan J. Musto
2013	2015	Server	Oak and Ember	Rob Catania
2009	2013	Server	Sopranos	Barbara Hatzmann/Ed Richardi

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

Manager's Signature

Date _____

12/29/2021

6. AMENDMENT-Change of Officers, Stock or Ownership Interest

☒ **Change of Officers/Directors** ☐ **Change of Ownership Interest (LLC Managers/LLP Partners, Trustees)** ☒ **Change of Stock (E.g. New Stockholder/Transfer or Issuance of Stock)**

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

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

Name of Principal	Residential Address	SSN	DOB
Samantha Davis	, Mashpee, MA 02649		
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
President/Director	100	<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
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager US Citizen	MA Resident
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

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

MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement? Please provide a copy of the management agreement.

☐ Yes ☒ No

6. AMENDMENT-Change of Officers, Stock or Ownership Interest

6B. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

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
Susan J. Musto	Sole Shareholder, Officer, and Director	100
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership
Name of Principal	Title/Position	Percentage of Ownership

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

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

7. AMENDMENT-Change of Premises Information

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

7A. ALTERATION OF PREMISES

Please summarize the details of the alterations and highlight any specific changes from the last-approved premises.

PROPOSED DESCRIPTION OF PREMISES

Please provide a complete description of the proposed premises, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

Total Sq. Footage

Seating Capacity

Occupancy Number

Number of Entrances

Number of Exits

Number of Floors

☐ **Change of Location:** (must fill out attached financial information form)

7B. CHANGE OF LOCATION

Last-Approved Street Address

Proposed Street Address

DESCRIPTION OF PREMISES

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

Total Sq. Footage

Seating Capacity

Occupancy Number

Number of Entrances

Number of Exits

Number of Floors

OCCUPANCY OF PREMISES

Please complete all fields in this section. Please provide proof of legal occupancy of the premises. (E.g. Deed, lease, letter of intent)

Please indicate by what means the applicant has to occupy the premises

Lease

Landlord Name

MASHPEE COMMONS II LLC

Landlord Phone

(508) 477-5400

Landlord Email

jrenz@marshpeecommons.com

Landlord Address

Mashpee Commons, P.O. Box 1530, Mashpee, Massachusetts 02649

Lease Beginning Date

11/21/2006

Rent per Month

SEE ADDITIONAL

Lease Ending Date

12/31/2026

Rent per Year

INFORMATION

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

☒ Yes ☐ No

8. AMENDMENT-Management Agreement

☐ **Management Agreement:** (must fill out all pages in section 8)

Are you requesting approval to utilize a management company through a management agreement?
If yes, please fill out section 8.

☐ Yes ☒ No

Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

IMPORTANT NOTE: A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does not pertain to a liquor license manager that is employed directly by the entity.*

8A. MANAGEMENT ENTITY

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

Entity Name	Address	Phone
<input type="text"/>	<input type="text"/>	<input type="text"/>

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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

CRIMINAL HISTORY

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

☐ Yes ☐ No

8B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Does any individual or entity identified in question 8A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

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

Name	License Type	License Name	Municipality

8. AMENDMENT-Management Agreement

8C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

Has any individual or entity identified in question 8A, 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

8D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

Has any individual or entity identified in question 8A, 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

8E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

Have any of the disclosed licenses listed in question 8B, 8C or 8D 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

8F. 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:

9. FINANCIAL DISCLOSURE

Required for the following transactions:

- Change of Officers, Stock or Ownership Interest (E.g. New Stockholder/Transfer or Issuance of Stock)
- Change of Premises Information
- Pledge of License, Inventory or Stock

Purchase Price(s):

100,000.00

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
see below	
Total	

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.
Susan J. Musto	\$100,000.00	Promissory Note secured by Stock Pledge	<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.

Samantha Davis is purchasing all of the issued and outstanding stock of 25 Market Street, Inc. from Susan J. Musto, the current owner. The purchase price is \$100,000.00. The purchase price is being paid in the form of a Promissory Note in the amount of \$100,000.00 from Ms. Davis to Ms. Musto. The Promissory Note is secured by a Stock Pledge Agreement and a Security Agreement creating a lien on the stock and assets of the corporation. Copies of the Promissory Note, Stock Pledge Agreement, and Security Agreement are submitted with this application.

APPLICANT'S STATEMENT

I, Samantha Davis the: ☐ sole proprietor; ☐ partner; ☒ corporate principal; ☐ LLC/LLP manager
Authorized Signatory

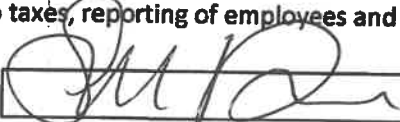
of 25 Market Street, Inc.
Name of the Entity/Corporation

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:

12/29/2021

Title:

Principal

ADDITIONAL INFORMATION

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

There are two leases for the premises.

Lease 1, dated November 21, 2006 is for 1160 square feet on the first floor (Space 12A.101) and 401 square feet on the second floor of 25 Market Street, Mashpee, Massachusetts 02649 (Mashpee Commons)

Lease 2, dated May 1, 2007, added 460 square feet of space on the second floor of 25 Market Street, Mashpee, Massachusetts 02649.

The first floor space is designated for use as a restaurant while the second floor space is designated as office space.

The rent includes pro-rata share of Common Area Maintenance, Real Estate Taxes, Marketing Fund, and Wastewater.

The rent includes 6% of gross revenue over \$1,200,000.00 annually less credit card fees.

2. Minimum Rent on 12A.101 will be as follows:

1/1/22 to 12/31/22 \$27/sf

1/1/23 to 12/31/23 \$27.50/sf

1/1/24 to 12/31/24 \$28/sf

1/1/25 to 12/31/25 \$28.50/sf

1/1/26 to 12/31/26 \$29/sf

3. 2nd floor office space: 401 square feet of 2nd floor office space at the following gross rental amounts

1/1/22 to 12/31/22 \$18.50/sf

1/1/23 to 12/31/23 \$19.00/sf

1/1/24 to 12/31/24 \$19.50/sf

1/1/25 to 12/31/25 \$20.00/sf

1/1/26 to 12/31/26 \$20.50/sf

A copy of the leases as amended are submitted herewith.

ENTITY VOTE

The Board of Directors or LLC Managers of

25 Market Street, Inc.

Entity Name

duly voted to apply to the Licensing Authority of

Mashpee

City/Town

and the

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

Date of Meeting

For the following transactions (Check all that apply):

- | | | | |
|---|--|---|---|
| <input type="checkbox"/> New License | <input type="checkbox"/> Change of Location | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal) | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input 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 checked="" 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 checked="" type="checkbox"/> Change of Officers/
Directors/LLC Managers | <input checked="" 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 |

"VOTED: To authorize

Samantha Davis

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

Samantha Davis

Name of Liquor License Manager

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

A true copy attest,

Corporate Officer /LLC Manager Signature

(Print Name)

For Corporations ONLY

A true copy attest,



Corporate Clerk's Signature


(Print Name)

ADDENDUM A

6. Change of Officers, Stock or Ownership Interest (Continued...)

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

Entity Name

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

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

☐ Yes ☐ No

US Citizen

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

☐ Yes ☐ No

US Citizen

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

☐ Yes ☐ No

US Citizen

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

☐ Yes ☐ No

US Citizen

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

☐ Yes ☐ No

US Citizen

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

☐ Yes ☐ No

US Citizen

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

Name of Principal

Residential Address

SSN

DOB

Title and or Position

Percentage of Ownership

Director/ LLC Manager

☐ Yes ☐ No

US Citizen

☐ Yes ☐ No

MA Resident

☐ Yes ☐ No

CRIMINAL HISTORY

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

☐ Yes ☐ No



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
95 Fourth Street, Suite 3
Chelsea, MA 02150

JEAN M. LORIZIO, ESQ.
CHAIRMAN

CORI REQUEST FORM

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:	25 Market Street, Inc.	CITY/TOWN:	Mashpee
---	--	----------------	------------------------	------------	---------

APPLICANT INFORMATION

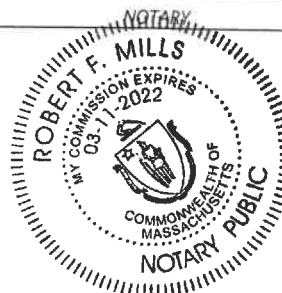
LAST NAME:	Davis	FIRST NAME:	Samantha	MIDDLE NAME:	Edwards			
MAIDEN NAME OR ALIAS (IF APPLICABLE):	fka Samantha Korniotis		PLACE OF BIRTH:	Falmouth, Massachusetts				
DATE OF BIRTH:		SSN:		ID THEFT INDEX PIN (IF APPLICABLE):				
MOTHER'S MAIDEN NAME:	Gail Edwards	DRIVER'S LICENSE #:		STATE LIC. ISSUED:	Massachusetts			
GENDER:	FEMALE	HEIGHT:	5	9	WEIGHT:	160	EYE COLOR:	Blue
CURRENT ADDRESS:								
CITY/TOWN:	Mashpee	STATE:	MA	ZIP:	02649			
FORMER ADDRESS:	95 Grove Street							
CITY/TOWN:	Cotuit	STATE:	MA	ZIP:	02635			

PRINT AND SIGN

PRINTED NAME:	Samantha Davis	APPLICANT/EMPLOYEE SIGNATURE:	
---------------	----------------	-------------------------------	--

NOTARY INFORMATION

On this 28th December 2021 before me, the undersigned notary public, personally appeared Samantha Edwards
(name of document signer), proved to me through satisfactory evidence of identification, which were Passport
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.



DIVISION USE ONLY

REQUESTED BY:	
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE	

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



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

mass.gov/dor

Letter ID: L0828898496
Notice Date: November 22, 2021
Case ID: 0-001-320-931



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



25 MARKET ST INC
PO BOX 2127
MASHPEE MA 02649-8127

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, 25 MARKET ST INC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

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

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

What if I have questions?

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

Visit us online!

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

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

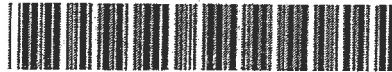
Edward W. Coyle, Jr., Chief
Collections Bureau



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

Charles D. Baker
GOVERNOR

Karyn E. Polito
LT. GOVERNOR



381372194

Rosalin Acosta
SECRETARY

Richard A. Jeffers
DIRECTOR

25 MARKET STREET, INC
P.O. BOX 2127
MASHPEE, MA 02649

EAN: 96407040
December 23, 2021

Certificate Id:54371

The Department of Unemployment Assistance certifies that as of 12/23/2021 ,25 MARKET STREET, 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

**ACTION IN LIEU OF MEETING OF DIRECTORS OF
25 MARKET STREET, INC.**

The undersigned, being the sole Director of 25 Market Street, Inc. (the "Corporation"), in compliance with Chapter 156D, Section 8.21, of the Massachusetts General Laws, hereby consent to the adoption of the following votes without a meeting of Directors and to the taking of any and all actions contemplated therein or thereby:

VOTED: That the following persons be and hereby are elected as Officers of the Corporation, to hold such office until her successor or successors shall have been elected and shall qualify or until she shall resign, die or otherwise cease to hold such office as provided in the By-laws:

Samantha Davis, President, Treasurer, Clerk, Resident Agent

VOTED: To appoint Samantha Davis as the Manager of Record of the Corporation and hereby grant her with the full authority and control of the premises described in the license more particularly described in an Application for Multiple Amendments (the "Application") and authority and control of all business therein as the licensee could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts.

VOTED: To authorize Samantha Davis to sign the Application, submit the Application to the Licensing Authority of the Town of Mashpee and the Commonwealth of Massachusetts Alcoholic Beverages Control Commission and to execute on behalf of the Corporation any necessary papers and do all things required to have the Application granted.

This writing shall be filed with the records of the minutes of the meetings of the Shareholders of the Corporation and shall be for all purposes treated as a vote taken at a meeting.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand
and seal intending this Action to become effective as of the date specified below.

EFFECTIVE DATE: January 1, 2021

A handwritten signature in black ink, appearing to read 'S. Davis', is written over a horizontal line. The signature is fluid and cursive.

Samantha Davis

D

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

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

FORM MUST BE TYPED

ARTICLE I

The exact name of the corporation is:

25 Market Street, Inc.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. Chapter 156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

Engaging in the business of owning, operating, and maintaining a restaurant.

See Article II attached.

ARTICLE III

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

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common	2,000			

**G.L. Chapter 156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. Chapter 156D, Section 6.21, and the comments relative thereto.*

ARTICLE II

- A. To occupy, maintain, operate, manage and establish offices, facilities, or subsidiaries for the purposes of conducting business in such places, as the corporation shall deem advisable and to do business there, to provide funds for capitalization or organization thereof, and to close up by liquidation or otherwise any business or business place thus established.
- B. To provide, hire and discharge managers, officers, and employees.
- C. To do all and everything necessary, suitable, and proper for the attainment of any of the purposes, the accomplishment of any of the objects or the furtherance of any of the powers hereinbefore set forth; to carry on any other lawful business whatsoever which may seem to the corporation capable of being carried on in connection with the foregoing or calculated directly or indirectly to promote the interest of the corporation or to enhance the value of its properties; and to have, enjoy and exercise any and all rights, powers, and privileges which are now or which may be hereafter authorized by statute for organizations like this corporation, if such statute is enacted by the state under the laws of which this corporation is formed or by the Congress of the United States.
- D. To carry on any business or other activity which may be lawfully carried on by a corporation organized under the business corporation law of the Commonwealth of Massachusetts or an individual within the Commonwealth of Massachusetts, whether or not related to those referred to in the foregoing paragraphs.
- E. Furthermore, this corporation shall be authorized to carry on any other business activity permitted under the laws of this jurisdiction any and other jurisdiction in which this corporation does business.

ARTICLE IV

Prior to the issuance of shares of any class or series, the articles of organization must set forth the preferences, limitations and relative rights of that class or series. The articles may also limit the type or specify the minimum amount of consideration for which shares of any class or series may be issued. Please set forth the preferences, limitations and relative rights of each class or series and, if desired, the required type and minimum amount of consideration to be received.

ARTICLE V

The restrictions, if any, imposed by the articles of organization upon the transfer of shares of any class or series of stock are:

None.

ARTICLE VI

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

See Article VI attached.

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

ARTICLE VI

VI. Other lawful provisions for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limited, defining, or regulating the powers of the corporation, or of its directors or stockholders, or any class of stockholders:

- (a) The directors may make, amend, or repeal the bylaws in whole or in part, except with respect to any provision thereof which by law or the bylaws requires action by the stockholders.
- (b) Meetings of the stockholders may be held anywhere in the United States.
- (c) The corporation may be a partner in any business enterprise it would have power to conduct by itself.
- (d) The directors shall have the power to fix from time to time their compensation. No person shall be disqualified from holding any office by reason of any interest. In the absence of fraud, any director, officer, or stockholder of this corporation individually, or any individual having any interest in any concern which is a stockholder of this corporation, or any concern in which any such directors, officers, stockholders, or individuals have any interest, may be a party to, may be pecuniarily or otherwise interested in, any contract, transaction, or other act of this corporation, and
 - (1) such contract, transaction, or act shall be not be in any way invalidated or otherwise affected by that fact;
 - (2) no such director, officer, stockholder, or individual shall be liable to account to this corporation for any profit or benefit realized through any such contract, transaction, or act; and
 - (3) any such director of this corporation may be counted in determining the existence of a quorum at any meeting of the directors or of any committed thereof which shall authorize any such contract, transaction, or act and may vote to authorize the same;

the term "interest" including personal interest and interest as a director, officer, stockholder, shareholder, trustee, member, or beneficiary of any concern; and the term "concern" meaning any corporation, association, trust partnership, firm, person, or other entity other than this corporation.

- (e) All stock shall be issued under Section 1244 of the Internal Revenue Code.
- (f) To carry on any business or other activity which may be lawfully carried on by a corporation organized under the business corporation law of the Commonwealth of Massachusetts or an individual within the Commonwealth of Massachusetts, whether or not related to those referred to in the foregoing paragraphs.
- (g) Furthermore, this corporation shall be authorized to carry on any other business activity permitted under the laws of this jurisdiction and any other jurisdiction in which this corporation does business.

ARTICLE VII

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

~~Effective date of organization to be January 2, 2007.~~

ARTICLE VIII

The information contained in this article is not a permanent part of the articles of organization.

- a. The street address of the initial registered office of the corporation in the commonwealth:
25 Market Street, Mashpee, MA 02649 ~~Mail P.O. Box 2427, Mashpee, MA 02649~~
- b. The name of its initial registered agent at its registered office:
John F. Reid, Jr.
- c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

President: John F. Reid, Jr. MA 02536
Vice President: Susan J. Musto
Treasurer: Susan J. Musto
Secretary: Susan J. Musto 02649
Director(s): John F. Reid, Jr. 536
Susan J. Musto 2649

- d. The fiscal year end of the corporation:
December 31
- e. A brief description of the type of business in which the corporation intends to engage:
Owning, operating, and maintaining a restaurant.
- f. The street address of the principal office of the corporation:
25 Market Street, Mashpee, MA 02649
- g. The street address where the records of the corporation required to be kept in the commonwealth are located is:

25 Market Street, Mashpee, MA 02649

(number, street, city or town, state, zip code)

, which is

- ☒ its principal office;
☐ an office of its transfer agent;
☐ an office of its secretary/assistant secretary;
☐ its registered office.

Signed this 16th day of November, 2006 by the incorporator(s):

Signature: [Signature]

Name: John F. Reid, Jr.

Address: _____

COMMONWEALTH OF MASSACHUSETTS

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

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

I hereby certify that upon examination of these articles of organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$275 having been paid, said articles are deemed to have been filed with me this 10th day of January, 2007, at 12:07 a.m./p.m.

Effective date: _____
(must be within 90 days of date submitted)

William Francis Galvin

WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

18
Examiner

Name approval

Filing fee: \$275 for up to 275,000 shares plus \$100 for each additional 100,000 shares or any fraction thereof.

TO BE FILLED IN BY CORPORATION
Contact Information:

C

M

Robert F. Mills, Esq.

300 Barnstable Road

Hyannis, MA 02601

Telephone: (508) 775-3665

Email: rmills@wynnandwynn.com

Upon filing, a copy of this filing will be available at www.sec.state.ma.us/cor.
If the document is rejected, a copy of the rejection sheet and rejected document will be available in the rejected queue.

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CLERK OF THE COURT
JAN 16 PM 12:07
CORPORATION DIVISION

Stock Purchase Agreement

THIS STOCK PURCHASE AGREEMENT, entered into as of November 12, 2021 (the "Agreement") between Samantha Davis ("Purchaser"), and Susan J. Musto ("Seller") the holder of all the then issued and outstanding capital stock of 25 Market Street, Inc. (the "Company").

RECITALS:

WHEREAS, Seller is, and will be as of the Closing Date, the holder of all of the issued and outstanding capital stock of the Company and desire to sell such stock to Purchaser; and

WHEREAS, Purchaser desires to acquire such stock from Seller.

NOW, THEREFORE, IN CONSIDERATION OF the foregoing and the mutual promises herein set forth, and subject to the terms and conditions hereof, the parties agree as follows:

1. PURCHASE AND SALE OF SHARES

1.1 Shares Sold and Acquired. Subject to the terms and conditions set forth in this Agreement, at the Closing (as defined in Section 8), Seller will sell, transfer, and deliver to the Purchaser and Purchaser will purchase, acquire, and accept from Seller, 100 shares of common stock of the Company, no par value, which shall then constitute all of the issued and outstanding capital stock of the Company (the "Shares"). Each share certificate representing the Shares so delivered shall be duly endorsed by the holder thereof in blank for transfer or accompanied by a stock power duly executed by such holder, assigning the Shares held by such holder in blank.

1.2 Consideration. Purchaser shall deliver to Seller as consideration for the sale, transfer, and delivery to Purchaser of the Shares, One Hundred Thousand and 00/100 Dollars (\$100,000.00) of which \$1,000.00 has been paid as a deposit and \$99,000.00 will be paid at the Closing in the form of the Promissory Notes for a term of 5 years with an annual interest rate of 4% to be secured by a Security Agreement and Stock Pledge for the Shares.

1.3 Deposit. The deposit made hereunder shall be held in escrow by Robert J. Mills 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 or any disagreement between the parties, the escrow agent shall retain all deposits made under this Agreement pending instructions mutually given by the Seller and Purchaser or an order by a court of competent jurisdiction.

1.4 Non-Solicitation and Non-Competition Agreements. At the Closing, the Seller shall execute a mutually agreeable non-competition and non-solicitation agreement under which, among other things, provide that the Seller shall not own or operate a restaurant in Barnstable County, Massachusetts for a period of five years after the Closing.

2. REPRESENTATIONS AND WARRANTIES OF THE SELLER

In order to induce Purchaser to enter into this Agreement, the Seller represents and warrants to Purchaser as set forth below, which representations and warranties are acknowledged by the Seller as material and as being relied upon by Purchaser:

2.1 Organization of the Company. The Company is a corporation duly organized, validly existing, and in good standing under the laws of the state of its organization and has full power and authority to own, lease, and operate its properties and to carry on its business as now being and as heretofore conducted.

2.2 Capitalization of the Company. As of the date hereof, the authorized capitalization of the Company consists of shares of common stock, no par value per share ("Common Stock"), and the Company has

issued and outstanding 100 shares of Common Stock. All such outstanding shares of the Company are duly and validly authorized, issued, and outstanding, fully paid and nonassessable and were issued in full compliance with all federal, state, and local laws, rules, regulations, and ordinances. No other class of capital stock of the Company is authorized, issued, or outstanding. All of the outstanding shares of Common Stock of the Company are owned of record by Seller.

2.3 Subsidiaries. The Company does not have any subsidiaries and does not own, directly or indirectly, any capital stock or other equity securities of any corporation or have any direct or indirect equity or ownership interest in any business other than the business being conducted directly by the Company.

2.4 Articles of Organization and Bylaws; Stock Transfer Books. Prior to the Closing, the Seller shall deliver to Purchaser true and complete copies of the Company's Articles of Organization, certified by the Massachusetts Secretary of State, and Bylaws certified by the Secretary/Clerk of the Company. The stock transfer books of the Company heretofore provided to Purchaser shall be true and complete.

2.5 Authority. This Agreement has been duly authorized, executed, and delivered by each of the Company and Seller, and each of the Company and Seller has the right, power, authority, and legal capacity to enter into and perform the obligations to be performed by it or him under this Agreement and to consummate the transactions contemplated of it or him hereby. This Agreement and all writings relating hereto signed by any of Seller or the Company constitute valid and binding obligations of such signing party, enforceable in accordance with their respective terms.

2.6 Ownership of the Shares. The Seller is the owner, beneficially and of record, of the Shares, which constitute all of the issued and outstanding capital stock of the Company. By delivery of the Shares at the Closing, in exchange for the payment described in Section 1.2, Seller will convey to Purchaser good and marketable title to the Shares, free and clear of any liens, mortgages, claims, security interests, or other encumbrances or restrictions (collectively, "Liens"). There is no outstanding right, subscription, warrant, call, unsatisfied preemptive right, option, or other agreement of any kind to purchase or otherwise receive from any Seller any shares of capital stock or any other security of the Company (collectively, "Securities Purchase Rights") on the date of this Agreement, nor shall there be any Securities Purchase Rights as of the date of the Closing.

2.7 No Consent. No consent of any party to this Agreement or any third party and no consent, license, approval or authorization of, or exemption by, or registration or declaration or filing with, any governmental authority, bureau, or agency is required in connection with the execution, delivery, validity, or enforceability of this Agreement with respect to any Seller or the Company or the consummation by any Seller or the Company of the transactions contemplated of it hereby.

2.8 No Breach. Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby will (a) violate any provision of the Articles of Organization or Bylaws of the Company; (b) violate, conflict with, or result in the breach or termination of, or otherwise give any other contracting party the right to terminate, or constitute (or with notice or lapse of time, or both, would constitute) a default under the terms of any contract, mortgage, lease, bond, indenture, agreement, franchise, or other instrument or obligation, whether written or oral (collectively, "Obligations"), which, individually or in the aggregate, would materially adversely affect the Company; (c) result in the creation of any Lien upon the assets of the Company pursuant to the terms of any Obligation; (d) violate any state or federal judgment, order, writ, sentence, injunction, decree, or award of any court, arbitrator, administrative agency, or governmental or regulatory body (collectively, "Orders") against, or binding upon, the Company or upon the securities, assets, or business of the Company; (e) constitute a violation by the Company of any statute, law, or regulation of any jurisdiction that would materially and adversely affect the Company or any of its assets; or (f) violate any permit which would materially and adversely affect the Company or any of its assets.

2.9 Financial Statements. Prior to Closing, the Seller shall deliver to Purchaser (i) true copies of the Company's Tax Returns for the three fiscal years ended December 31, 2020, (ii) payroll records; and (iii) profit

and loss statements and a balance sheet for the nine months ended September 30, 2021; and other financial information requested by the Purchaser (collectively, the "Financial Statements"). The Financial Statements shall be prepared in accordance with generally accepted accounting principles consistently applied so as to fairly present the financial condition and results of operations of the Company including, but not limited to, the payment of bonuses and other forms of employee incentive compensation.

2.10 No Material Adverse Change. From the date of this Agreement until the Closing, there shall be no material adverse change in the assets, business, operations, condition (financial or otherwise) or, in the reasonable business judgment of Seller, prospects of the Company, or in its relationships with providers or customers, whether or not covered by insurance. Neither Seller nor, to the best knowledge of Seller, the Company knows of any such change that is threatened. From the date of this Agreement to the Closing, (a) the Company shall be operated only in the ordinary and usual course of business and (b) the Company not (i) amend its Articles of Organization or Bylaws; (ii) issue any additional shares of capital stock or any rights to capital stock or declare or pay any dividends on, or redeem, any capital stock; (iii) enter into any contract, commitment, or transaction not in the usual and ordinary course of business or for an amount in excess of \$1,000.00; (iv) create, assume, or permit to exist any Lien; (v) enter into any agreement for the merger or consolidation of the Company into or with another corporation or entity; or (vi) make any capital expenditure or any commitment with respect to any such expenditure other than in the ordinary course of business.

2.11 Compliance with Laws. The Company is not in violation of any Orders applicable to it. The Company (a) is not in violation of any applicable federal, state, or local laws, regulations, or ordinances ("Governmental Regulations"), the violation of which would materially and adversely affect the assets, business, operations, or condition (financial or otherwise) or, in the reasonable business judgment of Seller, prospects of the Company or (b) to the best knowledge of Seller, would not be in violation of any Governmental Regulation that has been enacted or adopted but is not yet effective, if it were effective at the date hereof. The Company has all permits, licenses, orders, or approvals of any federal, state, or local governmental or regulatory body that are material to or necessary in the conduct of its business (collectively, "Permits"). All Permits are in full force and effect, no violations are known to, nor have any notices of any violations been received by, the Company or Seller in respect of any Permit, and no proceeding is pending or, to the best knowledge of Seller, threatened to revoke or limit any Permit.

2.12 Actions and Proceedings. There are no suits, actions, claims, or legal, administrative, or arbitration proceedings or investigations (collectively, "Actions") (whether or not the defense thereof or liabilities in respect thereof are covered by policies of insurance) pending or, to the best knowledge of Seller, threatened, against, involving, or affecting the Company or, to the best knowledge of Seller, any employee of the Company, or any of the Company's assets, which, individually or in the aggregate, might have a material adverse effect on the transactions contemplated hereby or upon the assets, business, operations, or condition (financial or otherwise) or, in the reasonable business judgment of Seller, prospects of the Company, and there are no outstanding Orders against, or, to the best knowledge of Seller, involving or materially affecting, the Company (exclusive of any statute or regulation of general applicability).

2.13 Accounts and Notes Receivable. Except as set forth in Schedule 2.13, all accounts and notes receivable of the Company as of the date hereof (including those reflected in the Current Financial Statements) arose in the ordinary and usual course of business of the Company, represent valid obligations due to the Company from unaffiliated parties, and, to the best knowledge of Seller, are collectible in the aggregate record amounts thereof in accordance with their terms in the ordinary and usual course of business of the Company.

2.14 Equipment, Inventory, and Other Tangible Property. The Company has good and marketable title to each item of equipment, inventory, machinery, vehicle, working stock, structure, fixture of other tangible personal property that the Company owns as reflected on its books and records (including those described in the Current Financial Statements or acquired after the date thereof, other than inventories or other personal property sold or otherwise disposed of in the ordinary and usual course of business sub-

sequent to the date thereof) free and clear of all liens, charges, pledges, or encumbrances of any kind (collectively, "Liens"). All leases, conditional sale contracts, franchises, or licenses pursuant to which the Company may hold or use any tangible personal properties are valid and effective, and there is not under any of such instruments any existing default or event of default or event which, with notice or lapse of time or both, would constitute a default which would materially adversely affect the Company. The tangible personal properties of the Company are in good operating condition and repair, ordinary wear and tear excepted, and materially conform to all applicable federal, state, and local laws, regulations, and ordinances, including without limitation all environmental, zoning, building, and health and safety laws, regulations, and ordinances (collectively, "Governmental Regulations"). No notice from any governmental body has been served upon any Seller or the Company claiming any violation of any Governmental Regulation. The Inventory in possession of the Company as of the Closing will be consistent with past practice and in amounts reasonably necessary to maintain Company operations.

2.15 Real Estate. The Company does not own any real property. Other than the existing lease for 25 Market Street, Mashpee Commons, Mashpee, Massachusetts, there are no options held by the Company or any contractual obligations on its part to purchase or acquire (including by way of lease) any interest in real property. No options have been granted by the Company or contractual obligations entered into on its part to sell or dispose of (including by way of lease) and interest in real property. Schedule 2.15 sets forth true copies of all leases, subleases, or other agreements under which the Company is lessee or lessor of any real property. All such leases, subleases, and other agreements are in full force and effect and constitute legal, valid, and binding obligations of the respective parties thereto, enforceable in accordance with their respective terms, and grant the leasehold estates or other interests they purport to grant, free and clear of all Liens or other restrictions or limitations whatsoever granted by or caused by the actions of the Company; and the Company enjoys a right of quiet possession as against any Lien on such property. There is not under any of such instruments any existing or claimed default, event of default, or event which, with notice or lapse of time or both, would constitute an event of default by the Company, or, to the best knowledge of Seller, by other parties to the instruments, which event of default would materially and adversely affect the Company. The real estate owned or leased by the Company (including all structures, improvements, and fixtures thereon) materially conforms to all applicable Governmental Regulations. Such real estate is zoned for the various purposes for which it is currently being used. No notice from any governmental body has been served upon any Seller or the Company claiming any violation of any such Governmental Regulation, or requiring any substantial work, repairs, construction, alterations, or installation on or in connection with such real estate which has not been complied with.

2.16 Trade Names, Trademarks, Service Marks, and Copyrights. Schedule 2.16 sets forth all trade and fictitious business names, brand names, trademarks, service marks, franchises, and copyrights (collectively, "Rights") used by the Company that are material to its business. The Company does not use any of such Rights by consent of any other rightful owner thereof, and the same are fully assignable (except as otherwise provided by law) and free and clear of any Liens or other restrictions or limitations whatsoever. Neither any Seller nor the Company has received any claim of infringement of any adversely held Rights of any other person relating to any of the properties listed in Schedule 2.16.

2.17 Patents and Patent Rights. The Company does not own and has no rights in or to any United States or foreign patents. Neither any Seller nor the Company knows of any claim of infringement by the Company of any patent held, or asserted, by any other person or entity, and neither any Seller nor the Company knows of any basis for any such charge or claim.

2.18 Contracts and Other Agreements. Schedule 2.18 sets forth all of the following contracts and other agreements to which the Company is a party or by or to which it or its assets or properties are bound or subject: (a) contracts or written agreements with any current or former officer, director, employee, consultant, agent, or other representative of the Company; (b) contracts or written agreements with any labor union or association representing any employee of the Company; (c) contracts or written agreements for the sale of any of Seller's assets or properties, tangible or intangible, other than in the ordinary course of business, or for the granting to any person of any preferential rights to purchase any of the Company's

assets or properties; (d) joint venture agreements; (e) contracts or written agreements under which the Company agrees to indemnify any party, or to share tax liability with any party; (f) all Obligations calling for aggregate payments in any one fiscal year of more than \$10,000.00 in any one case or \$50,000 in the aggregate, in the case of any related series of contracts and other agreements), unless they can be canceled without liability, premium, or penalty on not more than thirty days' notice; (g) contracts and other agreements containing covenants of the Company not to compete in any line of business or with any person in any geographical area, or covenants of any other person not to compete with the Company in any line of business or in any geographical area; (h) contracts and other agreements relating to the acquisition by the Company of any operating business or the capital stock of any other person, under which the Company has any ongoing or unsatisfied liability or obligation; (i) options for the purchase of any asset, tangible or intangible; (j) Obligations relating to the borrowing or lending of money; or (k) any other Obligations, whether or not made in the ordinary course of business, that are material to the Company (other than those contracts or agreements reflected on other Schedules hereto). There will be delivered or made available to the Purchaser true and complete copies of all of the contracts and other written agreements set forth in Schedule 2.18 or in any other Schedule hereto. All such Obligations described in clauses (a) through (k) above are valid, subsisting, in full force and effect and binding upon the Company and, to the best knowledge of Seller, on the other parties thereto in accordance with their terms. The Company has paid in full or accrued all amounts due by it thereunder and has satisfied in all material respects, or provided for, all of its liabilities and obligations thereunder, and is not in default under any such Obligation, nor, to the best knowledge of Seller, is any other party to any such Obligation in default thereunder, nor does any condition exist that, with notice or lapse of time or both, would constitute a default thereunder, which default would have a materially adverse effect on the Company. No approval or consent of any person is needed in order that the Obligations as set forth in Schedule 2.18 or on any other Schedule hereto continue in full force and effect following the consummation of the transactions contemplated by this Agreement.

2.19 Accounts Payable. Prior to the Closing, the Seller will provide a true and correct aged list of all accounts payable of the Company.

2.20 Liabilities. As of the date of the Financial Statements, the Company will not have any direct or indirect indebtedness, liability, claim, loss, damage, deficiency, or obligation, known or unknown, liquidated or unliquidated, secured or unsecured, accrued, absolute, contingent, or otherwise, including without limitation, liabilities on account of taxes, other governmental charges or lawsuits brought whether or not of a kind required by generally accepted accounting principles to be set forth on a financial statement (collectively, "Liabilities"), that were not fully and adequately reflected in the Financial Statements. Neither the Company nor any Seller has any knowledge of any circumstance, condition, event, or arrangement that is likely hereafter to give rise to any Liabilities of the Company, or any successor to its business, except Liabilities incurred in the ordinary course of business.

2.21 Tax Matters. The Company has timely filed or caused to be filed, all federal income, state, and other tax returns, forms, and information which it is required to file. All of the information in such filings is accurate and such filings accurately reflect in all respects the tax liabilities of the filing entity. All taxes, sales taxes, assessments, and other governmental charges imposed upon the Company or upon any of the assets, income, or franchises of the Company, or sales by the Company, other than any of such charges that are currently payable without penalty or interest, have been paid. Seller do not know of any actual or proposed tax assessment or adjustment with respect to any item which has to do with the Company for any fiscal period. The Company has not waived or extended any applicable statute of limitations relating to the assessment of state or other taxes. No examination of the state or other tax returns, forms, or information of the Company is currently in progress or, to the best knowledge of Seller, threatened.

2.22 Insurance. Prior to the Closing, the Seller shall provide copies of all contracts of insurance. All policies will be in full force and effect and shall not be terminated prior to the Closing.

3. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser represents and warrants to Seller that:

3.1 No Conflicts. The execution, delivery, and performance of this Agreement by the Purchaser does not and will not:

(a) violate, conflict with, or result in a breach of, or constitute a default under, any of the terms, conditions, or provisions of any statute, law, or regulation of any jurisdiction as such law or jurisdiction relates to the Purchaser, or any judgment, order, injunction, decree, or award of any court or arbitrator, administrative agency, or governmental or regulatory body against or binding upon Purchaser; or

(b) give to others any interest or rights, including rights of termination, cancellation or acceleration, any of which events could adversely affect the ability of Purchaser to perform its obligations hereunder.

3.2 Litigation and Other Proceedings. There are no Actions pending before any court or governmental authority or, to the knowledge of Purchaser, any investigations pending, or Actions threatened, that question or challenge the validity of this Agreement or any action taken or to be taken by Purchaser in connection with the transactions contemplated hereby.

4. SELLERS' COVENANTS AND OBLIGATIONS BEFORE CLOSING

The Seller covenants that from the date of this Agreement until the Closing, the Seller shall, and shall cause the Company to, comply with each of the following covenants:

4.1 Continuing Disclosure and Access to Company. Seller shall continue to furnish, or cause to be furnished, to Purchaser and its representatives all data and information concerning the business, finances, and properties of the Company that may reasonably be requested. Seller shall cause the Company to afford to the employees and representatives of Purchaser and to its counsel and accountants such access during normal business hours to the Company's facilities, properties, offices, equipment, files, agreements, and books and records as may be reasonably necessary in order that Purchaser may fully and completely understand the business, affairs, and operations of the Company. Notwithstanding the foregoing, such access or the review of such data or information by the Purchaser or her representatives shall not, in any respect, release the Seller from any of its covenants or obligations under this Agreement nor shall it constitute a waiver of any of such the Seller's representations or warranties made under this Agreement.

4.2 Continuing Operations. The Company shall carry on its business and activities diligently and substantially in such manner as they are being conducted on the date hereof and shall not make or institute any unusual or novel methods of operation that will vary materially from those methods used by it as of the date of this Agreement.

4.3 Prohibited Activities. The Company shall not, without the prior written approval of Purchaser:

(a) amend its Articles of Organization or Bylaws;

(b) issue any shares of its capital stock;

(c) issue or create any warrants, obligations, subscriptions, options, convertible securities, or other commitments under which any additional shares of its capital stock of any class might be directly or indirectly authorized, issued, or transferred from the Company's treasury;

(d) create, assume, or permit to exist any Lien affecting any of the assets and properties used in, or required for, its operation, whether now or hereafter acquired, excepting those arising by operation of

security agreements or mortgages disclosed in Schedules to this Agreement or purchase money liens attaching to assets acquired in the ordinary course of business;

(e) enter into an agreement for the merger or consolidation of the Company into or with any other corporation or entity; or

(f) make any capital expenditures in excess of \$1,000.00 or enter into any leases of capital equipment or property under which the annual lease charge is in excess of \$1,000.00, except for renewal of lease of 25 Market Street as referenced in proposed lease attached hereto under Section 2.15.

(g) incur any indebtedness other than in the ordinary course of business.

4.4 Obtain Consents. As soon as reasonably practical after the execution and delivery of this Agreement, and in any event on or before the Closing Date, the Seller and the Company shall obtain the written consent of the persons and entities described in any Schedule to this Agreement as being required in order to effect the transactions contemplated hereby and shall furnish to Purchaser executed copies of such consents.

4.5 Notice. From the date of this Agreement through the Closing, the Seller shall give prompt notice to the Purchaser (a) the occurrence, or failure to occur, of any event which occurrence or failure would cause any representation or warranty contained in this Agreement to not be true and correct in all material respects on and as of the Closing Date and (b) any failure of Seller, or any other person causing any failure of Seller, to perform or comply in all material respects with each of Seller's covenants, agreements and obligations required to be performed, at or prior to the Closing Date, under this Agreement; provided, however, that such disclosure shall not be deemed to limit or otherwise affect the remedies available hereunder to the Purchaser.

5. PURCHASERS' COVENANTS AND OBLIGATIONS BEFORE CLOSING

5.1 Approval. The Purchaser shall use its best efforts to obtain all governmental approvals and consents necessary or required for consummation of the transactions contemplated hereby to be performed by it.

5.2 Review of Company. Purchaser shall, at its own expense, perform and conclude prior to the Closing Date a review of the Company's affairs, which review may include, but not be limited to, an examination of (i) the financial data of the Company and (ii) the contracts and contractual relationships of the Company with its customers, vendors, suppliers, licensors and licensees, lessors and lessees.

6. CONDITIONS PRECEDENT TO PURCHASER'S PERFORMANCE

The Purchaser's obligations under this Agreement are subject to the satisfaction, at or before the Closing, of all the conditions set out below in this Section 6, which conditions Seller and the Company shall use their best efforts to satisfy. The Purchaser may waive any or all of these conditions in whole or in part without prior notice; provided, however, that no such waiver of a condition shall constitute a waiver by the Purchaser of any of her rights or remedies, at law or in equity, if the Seller shall be in default of any of her respective representations, warranties, or covenants under this Agreement.

6.1 Documents, Representations, and Warranties at Closing. All representations and warranties by the Seller in this Agreement or in any written statement that shall be delivered to the Purchaser by the Seller under this Agreement shall be true on and as of the Closing Date as though made on and as of such date.

6.2 Compliance of Seller. Seller shall have, or shall have caused the Company to have performed, satisfied, and complied with all covenants, agreements, and conditions required by this Agreement to be performed or complied with by them or it on or before the Closing Date.

6.3 No Adverse Changes. During the period from the date of this Agreement to the Closing Date, there shall not have been any adverse change in the financial condition or the results of operations of the Com-

pany, and the Company shall not have sustained any material loss or damage to its assets, whether or not insured, that affects its ability to conduct a material part of its business.

6.4 Seller' Closing Certificates. Purchaser shall have received a certificate from the Seller, dated the Closing Date, certifying in such detail as the Purchaser and her counsel may reasonably request, that the conditions specified in Sections 6.1, 6.2 and 6.3 have been fulfilled.

6.5 Due Diligence. The Purchaser shall have completed its review of the Company's affairs and shall be reasonably satisfied with the results of such review.

6.6 Lease Extension. The Purchaser shall have obtained an extension of the current lease for the premises located at 25 Market Street, Mashpee, Massachusetts, on terms reasonable satisfactory to the Purchaser.

6.7 Permits and Licenses. The Purchaser shall have obtained all permits and licenses necessary for the continued operation of Café Trevi by the Company after Closing.

6.8 Cash. As of the date of the Closing, the Company shall possess cash in the amount of One Hundred Fifty-Five and 00/100 Dollars (\$155,000.00) which shall be transferred to the Purchaser with the purchase of the Shares.

6.9 Opinion of Counsel to Seller and the Company. Purchaser shall have received from the Princi Mills Law, P.C., counsel for Seller and the Company, an opinion dated the Closing Date, reasonably satisfactory to counsel for the Purchaser.

6.10 No Litigation. No Action pertaining to the Company, the transactions contemplated by this Agreement or the consummation thereof, shall have been instituted or threatened on or before the Closing Date.

6.11 Assignments and Consents. All necessary agreements, assignments, and consents to the consummation by the Company or Seller of the transactions contemplated by this agreement, or otherwise pertaining to the matters covered by it, shall have been obtained by the Company or Seller, as the case may be, and delivered to Purchaser.

6.12 Certificates of Good Standing. Purchaser shall have received certificates of good standing for the Company, as of a date not more than 10 days before the Closing Date, from the Secretary of State and the Department of Revenue of the Commonwealth of Massachusetts.

6.13 Indemnity Agreement. The Seller shall have executed and delivered a copy of an Indemnity Agreement, reasonably satisfactory to all parties and their respective counsel, under which the Seller shall indemnify the Purchaser for claims based upon the Seller' ownership of the business prior to the Closing Date and the Purchaser shall indemnify the Seller from claims based upon the Purchaser' ownership of the business after the Closing Date.

7. CONDITIONS PRECEDENT TO SELLER'S PERFORMANCE

The Seller's obligations to sell and transfer the Shares under this Agreement are subject to the satisfaction by the Purchaser, at or before the Closing, of all the following conditions:

7.1 Representations and Warranties at Closing. All representations and warranties by the Purchaser contained in this Agreement or in any written statement delivered by the Purchaser under this Agreement shall be true on and as of the Closing Date as though such representations and warranties were made on and as of such date.

7.2 Compliance of Purchaser. The Purchaser shall have performed and complied with all covenants and agreements and satisfied all conditions that it is required by this Agreement to perform, comply with, or satisfy, before or at the Closing.

7.3 Purchaser's Closing Certificate. The Seller shall have received a certificate, dated the Closing Date, signed by the Purchaser certifying, in such detail as Seller and their counsel may reasonably request, that the conditions specified in Sections 7.1 and 7.2 have been fulfilled.

7.4 Assignments and Consents. All necessary agreements, assignments, and consents to the consummation by the Purchaser of the transactions contemplated by this agreement, or otherwise pertaining to the matters covered by it, shall have been obtained by the Purchaser and delivered to the Seller.

7.5 Indemnity Agreement. The Purchaser shall have executed and delivered a copy of an Indemnity Agreement, reasonably satisfactory to all parties and their respective counsel, under which the Seller shall indemnify the Purchaser for claims based upon the Seller's ownership of the business prior to the Closing Date and the Purchaser shall indemnify the Seller from claims based upon the Purchaser's ownership of the business after the Closing Date.

8. THE CLOSING

8.1 The Closing Date and Place. The transfer and delivery of the Shares by Seller and the delivery of the consideration by Purchaser (the "Closing") shall take place at 12:00 p.m. on or before December 31, 2021 (the "Closing Date"), at the office counsel for the Seller or for the Purchaser, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this Agreement.

8.2 Actions and Deliveries by Seller at the Closing. At the Closing, Seller shall deliver or cause to be delivered to Purchaser, against delivery of the consideration specified in Section 1.2:

- (a) possession of and title to the Shares;
- (b) a Non-Competition and Non-Solicitation Agreement in a form reasonably satisfactory to the Purchaser and her counsel;
- (c) Certificates of Good Standing issued by the Secretary of the Commonwealth of Massachusetts and the Massachusetts Department of Revenue within thirty days of the Closing;
- (d) the Certificate described in Section 6.3;
- (e) an Indemnification Agreement as described in Section 6.13; and
- (f) any further documents or certificates required by this Agreement or reasonably requested by Purchaser.

8.3 Actions and Deliveries by Purchaser at the Closing. At the Closing, Purchaser shall deliver or cause to be delivered to Seller, against delivery of the Shares, the consideration specified in § 1.2;

- (a) the Promissory Note specified in Section 1.12;
- (b) a Stock Pledge Agreement and Security Agreement in a form reasonably satisfactory to the Seller and her counsel specified in Section 1.2;
- (c) the Certificate described in Section 7.3; and
- (d) an Indemnification Agreement as described in Section 7.5;
- (f) any further documents or certificates required by this Agreement or reasonably requested by Seller.

9. FURTHER ASSURANCES

9.1 Seller's Further Assurances. The Seller, at any time after the Closing Date, shall execute, acknowledge, and deliver any further assignments, conveyances, and other assurances, documents, and instruments of transfer requested by the Purchaser and will take any other action consistent with the terms of this

Agreement that may be requested by the Purchaser for the purpose of confirming the transfer of the Shares to the Purchaser of the Shares to the Purchaser as of the Closing Date.

9.2 Purchaser's Further Assurances. The Purchaser, at any time after the Closing Date, shall execute, acknowledge, and deliver any further assignments, conveyances, and other assurances, documents, and instruments of transfer requested by the Seller and will take any other action consistent with the terms of this Agreement that may be requested by Seller.

10. TERMINATION

This Agreement may be terminated at or prior to the Closing as follows:

- (a) by mutual agreement of the Seller and the Purchaser;
- (b) by the Purchaser if the conditions set forth in Section 6 have not been satisfied by the Seller or waived by the Purchaser; or
- (c) by the Seller if the conditions set forth in Section 7 have not been satisfied by the Purchaser or waived by the Seller.

In the event of termination pursuant to subparagraph (a)(b) or (c) above, the rights, obligations, and liabilities of the parties hereunder shall immediately cease and all deposits together with interest thereon, if any, shall be promptly returned to Buyer and this shall be the sole and exclusive remedy at law or in equity of any party therefor.

11. CONFIDENTIALITY

The Seller agrees that: (a) prior to the Closing, such Seller shall not disclose any Confidential Information (as defined below in this Section 11) to any person outside of the Company's organization, except for disclosures to Seller's attorneys, accountants, insurance agents, brokers, and other professional advisors for the purposes of evaluating the transactions contemplated (and shall only disclose Confidential Information within the Company's organization on a "need-to-know" basis to individuals who have been apprised of the confidential nature of the information) and (b) after the Closing, such Seller shall not disclose to any person the Confidential Information. Such Seller shall treat the Confidential Information with the degree of care and security which would be afforded confidential and proprietary information by a loyal employee in a well-managed business organization. At the Closing, each Seller shall return all copies of the Confidential Information in the Seller's possession to the Company. The term "Confidential Information" shall include the following property and information of the Purchaser: financial information and business plans (Notwithstanding the foregoing sentence, Confidential Information shall not include any information that is: (a) available or becomes available from public sources or in the public domain, through no fault of the Seller or (b) received at any time from any third party without breach of a nondisclosure obligation to the Seller or the Company).

The Purchaser agrees that: (a) prior to the Closing, such Purchaser shall not disclose any Confidential Information (as defined below in this Section 11) to any person, except for disclosures to Purchaser's attorneys, accountants, insurance agents, brokers, and other professional advisors for the purposes of evaluating the transactions contemplated (and shall only disclose Confidential Information within the Company's organization on a "need-to-know" basis to individuals who have been apprised of the confidential nature of the information) and (b) in the event of the termination of this Agreement without a Closing, the Purchaser shall not disclose to any person the Confidential Information. The Purchaser shall treat the Confidential Information with the degree of care and security which would be afforded confidential and proprietary information by a loyal employee in a well-managed business organization. Upon termination of this Agreement without a Closing, the Purchaser shall return all copies of the Confidential Information in the Purchaser's possession to the Company. The term "Confidential Information" shall include the following property and information of the Seller and the Company: financial information; systems, plans, procedures, data, files, and research and development; customer and vendor lists, marketing plans, and

surveys and other marketing information, and other similar information that the Company considers and treats as confidential. (Notwithstanding the foregoing sentence, Confidential Information shall not include any information that is: (a) available or becomes available from public sources or in the public domain, through no fault of the Purchaser or (b) received at any time from any third party without breach of a nondisclosure obligation to the Purchaser.)

In the event of a breach or threatened breach by a party, of any of the provisions of this Section 11, the non-breaching party shall be entitled to an ex-parte injunction restraining such breach or threatened breach, and the duration of any restrictive covenants herein so breached shall be automatically and without further action extended by a period of time equal to the period of any such breach. Nothing herein shall be construed as prohibiting the non-breaching party from pursuing any other remedies that may be available to it for such breach or threatened breach, including the recovery of damages, costs, and expenses, and reasonable attorneys' fees, and the cessation of payment under the Note without being in default thereunder. All parties recognize the other party's right to injunctive and/or other equitable relief related to this section and shall not contest the same or urge in any such action or proceeding that an adequate remedy at law exists. This covenant shall survive Closing and/or the termination of this Agreement for any reason whatsoever and shall remain in effect in perpetuity.

12. COSTS

Each party shall pay all costs and expenses incurred by it in negotiating and preparing this Agreement and in closing and carrying out the transactions contemplated of such party by this Agreement.

13. FORM OF AGREEMENT

13.1 Headings. The subject headings of the sections and subsections of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

13.2 Entire Agreement; Amendments and Waivers. This Agreement constitutes the entire agreement among the parties pertaining to the subject matter contained herein and supersedes all prior agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all the parties. No waiver of any of the provisions of this Agreement shall be deemed a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

13.3 Counterparts. This Agreement may be executed simultaneously, in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13.4 Severability; Reformation. In case any one or more of the provisions (or parts of a provision) contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision (or part of a provision) of this Agreement; and this Agreement shall, to the fullest extent lawful, be reformed and construed as if such invalid, illegal, or unenforceable provision (or part of a provision) had never been contained herein, and such provision (or part) reformed so that it will be valid, legal, and enforceable to the maximum extent possible.

14. PARTIES

14.1 Other Parties. Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under this Agreement on any persons other than the parties to it and their respective successors and permitted assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action against any party to this Agreement.

14.2 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. Neither this Agreement nor any of the rights, interests, and obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of each of the other parties hereto; provided, however, that Purchaser shall be permitted to make such assignment to any person or entity which has acquired all or substantially all of the assets or capital stock of Purchaser or to a majority-owned subsidiary of Purchaser.

15. SURVIVAL OF REPRESENTATIONS AND WARRANTIES

The representations, warranties, opinions, or other writings provided for in the covenants and agreements of the respective parties before the Closing Date shall be deemed to be continuing and shall survive the Closing for a period of five years.

16. NOTICES

Whenever notice must be given or may be given under the terms of this agreement, such notice is deemed proper if delivered in-hand or via first-class, registered, or certified U.S. mail, by recognized overnight courier service, by email or facsimile (provided sender retains printed confirmation of successful transmittal) as follows: if to the Seller to Seller's Attorney: Robert F. Mills, Principi Mills Law, P.C., 300 Barnstable Road, Hyannis, Massachusetts 02601, Telephone: (508) 534-9891, E-Mail: rmills@principimills.com; and if to the Purchaser to the Purchaser's Attorney: Eugene R. Curry, Law Office of Eugene R. Curry, 3010 Main St., Barnstable, MA 02630; Telephone: (508) 375-0070; E-Mail: ercurry@eugenecurry.com. Any purported notice given in a manner other than as provided herein shall not constitute proper notice.

18. PUBLICITY

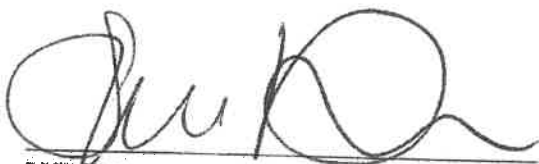
Seller and Purchaser acknowledge their mutual desire, and shall endeavor, to avoid the disclosure to the general public of the purchase price and terms of payment with respect to the transactions contemplated by this Agreement, except such disclosure by Purchaser as may be necessary in order to comply with applicable requirements of federal and state securities laws.

19. GOVERNING LAW

This Agreement shall be construed in accordance with, and governed by, the laws of the Commonwealth of Massachusetts, without giving effect to rules governing choice of law.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

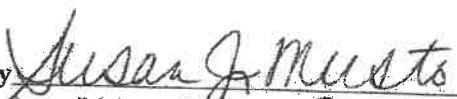


PURCHASER: Samantha Davis



SELLER: Susan J. Musto

25 MARKET STREET, INC.

By 
Susan J. Musto, President
President

Schedule 2.13

None

Schedule 2.14

None

Schedule 2.16

Café Trevi

Schedule 2.18

None

Amendment to Stock Purchase Agreement

THIS AMENDMENT TO STOCK PURCHASE AGREEMENT, entered into as of December 17, 2021 (the "Amendment") between Samantha Davis ("Purchaser"), and Susan J. Musto ("Seller") the holder of all the then issued and outstanding capital stock of 25 Market Street, Inc. (the "Company").

RECITALS:

WHEREAS, Seller and Purchaser have entered in to a Stock Purchase Agreement (the "Amendment") dated November 12, 20001; and

WHEREAS, Seller and Purchaser wish to amend the Agreement;

NOW, THEREFORE, IN CONSIDERATION OF the foregoing and the mutual promises herein set forth, and subject to the terms and conditions hereof, the parties agree as follows:

The Agreement is amended by adding the following language as Section 1.5 of the Agreement:

1.5 In the event the Company is sold to a third party within the first five (5) years of the Closing for any sale price greater than \$100,000.00, Seller shall be paid, in addition to all other sums due hereunder, based on the following:

- (i) Year 1: 80% of sale amount over \$100,000.00;
- (ii) Year 2: 60% of sale amount over \$100,000.00;
- (iii) Year 3: 40% of sale amount over \$100,000.00;
- (iv) Year 4: 20% of sale amount over \$100,000.00; and
- (v) Year 5: 10% of sale amount over \$100,000.00.

In all other respects, the Agreement is ratified.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

PURCHASER: Samantha Davis



SELLER: Susan J. Musto

25 MARKET STREET, INC.

By 

Susan J. Musto, President

Amendment to Stock Purchase Agreement

THIS AMENDMENT TO STOCK PURCHASE AGREEMENT, entered into as of December 17, 2021 (the "Amendment") between Samantha Davis ("Purchaser"), and Susan J. Musto ("Seller") the holder of all the then issued and outstanding capital stock of 25 Market Street, Inc. (the "Company").

RECITALS:

WHEREAS, Seller and Purchaser have entered in to a Stock Purchase Agreement (the "Amendment") dated November 12, 2000; and

WHEREAS, Seller and Purchaser wish to amend the Agreement;

NOW, THEREFORE, IN CONSIDERATION OF the foregoing and the mutual promises herein set forth, and subject to the terms and conditions hereof, the parties agree as follows:

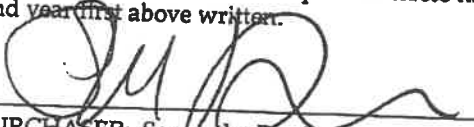
The Agreement is amended by adding the following language as Section 1.5 of the Agreement:

1.5 In the event the Company is sold to a third party within the first five (5) years of the Closing for any sale price greater than \$100,000.00, Seller shall be paid, in addition to all other sums due hereunder, based on the following:

- (i) Year 1: 80% of sale amount over \$100,000.00;
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- (iv) Year 4: 20% of sale amount over \$100,000.00; and
- (v) Year 5: 10% of sale amount over \$100,000.00.

In all other respects, the Agreement is ratified.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.


PURCHASER: Samantha Davis

SELLER: Susan J. Musto

25 MARKET STREET, INC.

By _____
Susan J. Musto, President

Know all Men by these Presents that Susan J. Musto, for value received, has bargained, sold, assigned and transferred and by these presents do bargain, sell, assign and transfer unto Samantha Davis 100 shares of the common stock of 25 Market Street, Inc. standing in my name on the books of the said 25 Market Street, Inc. represented by Certificate No. 1001 herewith.

And I do hereby constitute and appoint the President and Treasurer of said corporation my true and lawful Attorney, IRREVOCABLY, for me and in my name and stead to use, to sell, assign, transfer and make over, all or any part of the said stock, and for that purpose to make and execute all necessary acts of assignment and transfer thereof, and to substitute on or more persons with like full power, hereby ratifying and confirming all that my said Attorney or their substitute or substitutes shall lawfully do by virtue hereof.

In Witness Whereof, I have hereunto set my hand and seal on this 25th day of December 2021.

Witness

[Signature]

[Signature]
Susan J. Musto

CERTIFICATE NUMBER
1001

INCORPORATED UNDER THE LAWS OF THE STATE OF MASSACHUSETTS

SHARES
100

25 Market Street, Inc.

See Reverse for
Certain Definitions

This is to Certify that Samantha Davis is the owner of

**** ONE HUNDRED ****

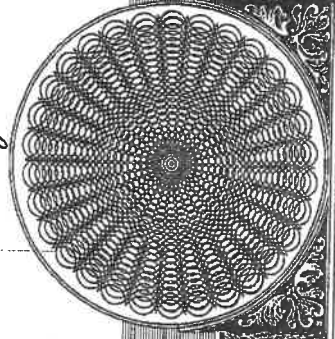
fully paid and
non-assessable shares of the above Corporation transferable only on the books of the Corporation by the holder hereof in person or by duly authorized Attorney upon surrender of this Certificate properly endorsed.

Witness, the seal of the Corporation and the signatures of its duly authorized officers.

Dated December 30th, 2021

Susan J. Musto
SUSAN J. MUSTO
PRESIDENT

Susan J. Musto
SUSAN J. MUSTO
TREASURER



NOTE

COPY

\$100,000.00

Hyannis, Massachusetts
December 28, 2021
Effective January 1, 2022

FOR VALUE RECEIVED, the undersigned ("Borrower") promise(s) to pay Susan J. Musto, or order, the principal sum of One Hundred Thousand and 00/100 (\$100,000.00) Dollars with interest on the unpaid balance from the date of this Note, until paid, at the rate of Four and 00/100 (4%) percent per annum. Principal and interest shall be payable at 54 Bayshore Drive, Mashpee, MA 02649, or such other place as the Note holder may designate, in consecutive monthly installments of **One Thousand Seven Hundred and 00/100 (\$1,700.00)** Dollars on the 1st day of each month beginning February 1, 2022. Said Note shall be due and payable in full, if not sooner paid, on January 1, 2027 in a single lump sum "balloon" payment of the then outstanding principal and any unpaid accrued interest, fees, expenses and other charges.

If any monthly installment under this Note is not paid when due and remains unpaid after a date specified by a notice to Borrower, the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option of the Note holder. The date specified shall not be less than thirty days from the date such notice is mailed. The Note holder may exercise this option to accelerate during any default by Borrower regardless of any prior forbearance. If suit is brought to collect this Note, the Note holder shall be entitled to collect all reasonable costs and expenses of suit, including, but not limited to, reasonable attorney's fees.

Borrower shall pay to the Note holder a late charge of Five (5%) percent of any monthly installment not received by the Note holder within 10 days after the installment is due.

Borrower may prepay the principal amount outstanding in whole or in part. The Note holder may require that any partial prepayments (i) be made on the date monthly installments are due and (ii) be in the amount of that part of one or more monthly installments which would be applicable to principal. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent monthly installments or change the amount of such installments, unless the Note holder shall otherwise agree in writing.

Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors and endorsers hereof. This Note shall be the joint and several obligations of all makers, sureties, guarantors and endorsers, and shall be binding upon them and their successors and assigns.

Any notice to Borrower provided for in this Note shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, or to such other address as Borrower may designate by notice to the Note holder. Any notice to the Note holder shall be given by mailing such notice by certified mail, return receipt requested, to the Note holder at the address stated in the first paragraph of this Note, or at such other address as may have been designated by notice to Borrower.

The indebtedness evidenced by this Note is secured by a Security Agreement and Stock Pledge dated December 28, 2021, and reference is made thereto for rights as to acceleration of the indebtedness evidenced by this Note.

WITNESS:

Eugene R. Curry

25 Market Street, Inc.

Samantha E. Davis

By: Samantha E. Davis
Its: President and Treasurer

Pmt	Principal	Interest	Cum Prin	Cum Int	Prin Bal
1	1,370.00	330.00	1,370.00	330.00	97,630.00
2	1,374.57	325.43	2,744.57	655.43	96,255.43
3	1,379.15	320.85	4,123.72	976.28	94,876.28
4	1,383.75	316.25	5,507.47	1,292.53	93,492.53
5	1,388.36	311.64	6,895.83	1,604.17	92,104.17
6	1,392.99	307.01	8,288.82	1,911.18	90,711.18
7	1,397.63	302.37	9,686.45	2,213.55	89,313.55
8	1,402.29	297.71	11,088.74	2,511.26	87,911.26
9	1,406.96	293.04	12,495.70	2,804.30	86,504.30
10	1,411.65	288.35	13,907.35	3,092.65	85,092.65
11	1,416.36	283.64	15,323.71	3,376.29	83,676.29
12	1,421.08	278.92	16,744.79	3,655.21	82,255.21
13	1,425.82	274.18	18,170.61	3,929.39	80,829.39
14	1,430.57	269.43	19,601.18	4,198.82	79,398.82
15	1,435.34	264.66	21,036.52	4,463.48	77,963.48
16	1,440.12	259.88	22,476.64	4,723.36	76,523.36
17	1,444.92	255.08	23,921.56	4,978.44	75,078.44
18	1,449.74	250.26	25,371.30	5,228.70	73,628.70
19	1,454.57	245.43	26,825.87	5,474.13	72,174.13
20	1,459.42	240.58	28,285.29	5,714.71	70,714.71
21	1,464.28	235.72	29,749.57	5,950.43	69,250.43
22	1,469.17	230.83	31,218.74	6,181.26	67,781.26
23	1,474.06	225.94	32,692.80	6,407.20	66,307.20
24	1,478.98	221.02	34,171.78	6,628.22	64,828.22
25	1,483.91	216.09	35,655.69	6,844.31	63,344.31
26	1,488.85	211.15	37,144.54	7,055.46	61,855.46
27	1,493.82	206.18	38,638.36	7,261.64	60,361.64
28	1,498.79	201.21	40,137.15	7,462.85	58,862.85
29	1,503.79	196.21	41,640.94	7,659.06	57,359.06
30	1,508.80	191.20	43,149.74	7,850.26	55,850.26
31	1,513.83	186.17	44,663.57	8,036.43	54,336.43
32	1,518.88	181.12	46,182.45	8,217.55	52,817.55
33	1,523.94	176.06	47,706.39	8,393.61	51,293.61
34	1,529.02	170.98	49,235.41	8,564.59	49,764.59
35	1,534.12	165.88	50,769.53	8,730.47	48,230.47
36	1,539.23	160.77	52,308.76	8,891.24	46,691.24
37	1,544.36	155.64	53,853.12	9,046.88	45,146.88
38	1,549.51	150.49	55,402.63	9,197.37	43,597.37
39	1,554.68	145.32	56,957.31	9,342.69	42,042.69
40	1,559.86	140.14	58,517.17	9,482.83	40,482.83
41	1,565.06	134.94	60,082.23	9,617.77	38,917.77
42	1,570.27	129.73	61,652.50	9,747.50	37,347.50
43	1,575.51	124.49	63,228.01	9,871.99	35,771.99
44	1,580.76	119.24	64,808.77	9,991.23	34,191.23
45	1,586.03	113.97	66,394.80	10,105.20	32,605.20
46	1,591.32	108.68	67,986.12	10,213.88	31,013.88
47	1,596.62	103.38	69,582.74	10,317.26	29,417.26
48	1,601.94	98.06	71,184.68	10,415.32	27,815.32
49	1,607.28	92.72	72,791.96	10,508.04	26,208.04
50	1,612.64	87.36	74,404.60	10,595.40	24,595.40
51	1,618.02	81.98	76,022.62	10,677.38	22,977.38
52	1,623.41	76.59	77,646.03	10,753.97	21,353.97
53	1,628.82	71.18	79,274.85	10,825.15	19,725.15
54	1,634.25	65.75	80,909.10	10,890.90	18,090.90
55	1,639.70	60.30	82,548.80	10,951.20	16,451.20
56	1,645.16	54.84	84,193.96	11,006.04	14,806.04
57	1,650.65	49.35	85,844.61	11,055.39	13,155.39
58	1,656.15	43.85	87,500.76	11,099.24	11,499.24
59	1,661.67	38.33	89,162.43	11,137.57	9,837.57

Mortgage/Loan Calculator with Amortization Schedule

Pmt	Principal	Interest	Cum Prin	Cum Int	Prin Bal
60	1,667.21	32.79	90,829.64	11,170.36	8,170.36
61	*8,170.36	27.23	99,000.00	11,197.59	0.00

*The final payment has been adjusted to account for payments having been rounded to the nearest cent.

COPY

STOCK PLEDGE AGREEMENT

This Agreement dated this 28th day of December 2021, effective as of January 1, 2022. is made between Susan J. Musto of _____ Mashpee, MA 02649, (hereinafter "MUSTO") and Samantha Davis of _____, Mashpee, MA 02649, (hereinafter "DAVIS").

DAVIS does hereby pledge to MUSTO all her right, title and interest in her stock as evidenced by Stock Certificate No. 1001, ("Pledged Stock") in 25 MARKET STREET, INC. (hereinafter "25 MARKET") as security for the prompt payment and due performance of all of the obligations of DAVIS, her successors and assigns under a promissory note of DAVIS, dated December 28, 2021, effective as of January 1, 2022. and as security for the prompt payment and due performance of all obligations of DAVIS, her successors and assigns to MUSTO. As used herein, the term "Pledged Stock" shall mean the aforementioned stock together with any and all other stock in 25 MARKET, which may from time to time be acquired or issued by DAVIS.

Accordingly, the parties agree as follows:

1. DAVIS represents and warrants that she is the legal and beneficial holder of the Pledged Stock and represents that the Pledged Stock is not otherwise encumbered or pledged. DAVIS agrees that during the term hereof, she will not transfer or encumber the Pledged Stock without the prior written consent of MUSTO and that MUSTO will retain possession of said original stock certificate until DAVIS's obligations under the promissory note are satisfied in full.

2. During the term of this pledge, so long as DAVIS is not in default in the performance of any of the terms of this agreement and so long as DAVIS is not in default in the performance of any of his obligations under his note to MUSTO, then DAVIS may exercise all of

the rights incidental to holding the Pledged Stock and MUSTO shall execute such documents as may be required in favor of DAVIS to this end. Upon such default, MUSTO may transfer the Pledged Stock into her own name and may exercise all of the rights hereunder.

3. In the event that DAVIS defaults in the performance of any of the terms of this agreement, or under the terms of the note, MUSTO shall have the rights and remedies as provided by law at the time in effect in Massachusetts to the Pledged Stock and, in that connection, MUSTO may, upon thirty (30) days written notice to DAVIS, sent by registered or certified mail, transfer or otherwise dispose of the Pledged Stock in such manner as MUSTO may determine. Such transfer or other disposition, subject to the provisions of applicable law, may be by public or private proceedings and by such method, in such manner and on such terms as MUSTO may determine. MUSTO may become the holder of the Pledged Stock and use such Pledged Stock as if MUSTO had obtained possession of the Pledged Stock Certificate. DAVIS shall be responsible for all costs and expenses of transfer or other disposition of the Pledged Stock including legal costs and reasonable attorneys' fees.

4. DAVIS hereby agrees to make, execute and deliver to MUSTO, at her request, such further instruments as MUSTO may deem reasonable and necessary to enable MUSTO to transfer the Pledged Stock and to exercise fully her rights hereunder. No delay or omission on MUSTO'S part in exercising any right hereunder, and a waiver of any such right on any one occasion shall not be construed as a bar to or waiver of any such right on any future occasion.

5. Upon the termination of the note and the performance by DAVIS of all obligations thereunder, MUSTO shall deliver and release to DAVIS the Pledged Stock and all rights of MUSTO in respect thereof, together with the original Promissory Note.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first
above written.


SAMANTHA DAVIS


/SUSAN J. MUSTO

COPY

SECURITY AGREEMENT
(All Business Assets)

This SECURITY AGREEMENT (this "Agreement") is entered into on the 28th day of December 2021, effective as of January 1, 2022. by **25 Market Street, Inc.**

Mashpee, MA 02649, (hereinafter called "Buyer") in favor of
Susan J. Musto, with an address of _____ Mashpee, MA 02649, (hereinafter called
the "Seller").

1. Definitions:

- a. "Account Debtor(s)" shall mean Buyer's customers who are indebted to Buyer.
- b. "Collateral" shall mean a security interest the following property of Buyer wherever located, and all General Intangibles relating thereto: all business assets, including but not limited to contract rights, inventory, account receivables, furniture, fixtures, machinery and equipment including but not limited to those listed in Exhibit A attached hereto, if any, and incorporated herein and other tangible personal property of every nature and kind used or bought for use primarily in the restaurant business, with accessories, as well as any and all additions, substitutions, accessions and proceeds thereto or thereof and all other property at any time delivered, pledged, assigned or transferred by Buyer to the Seller, including all additions, products, proceeds, insurance proceeds, accessions, dividends, and distributions on or other rights with respect to any property herein above referred to, and all proceeds of the above property, including such as may be in the possession of Buyer at any time or in the possession of any representative person or bailee on behalf of Buyer, including a Trustee, receiver, custodian or other similar official under any action seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of Buyer under any law relating to Bankruptcy, insolvency, reorganization or relief of debtors, whether such proceeds have been paid to or recovered by Buyer or any of said representatives or bailee.
- c. "Contract Rights" or "contract rights" shall mean the rights of Buyer under contracts not yet earned by performance.
- d. "Equipment" shall mean and include all of Buyer's machinery, equipment, furniture, trade fixtures, and motor vehicles, and all other tangible personal property utilized in the conduct of Buyer's business together with any and all manuals, computer programs, databases and other materials relating to the use, operation or structure of any item of Equipment, and all replacements or substitutions therefor and all accessions thereto.

- e. "Event of Default" shall mean any of (i) an Event of Default as such term is defined in the Promissory Note or the breach of any covenant or condition contained in this Agreement including, or the failure to pay or perform any of the Obligations when due after the expiration of any applicable grace period. "Default" shall mean the occurrence of an event which, with the giving of notice or passage of time or both, would constitute an Event of Default. If there shall not be a Loan Agreement, clause (i) above shall mean any breach by Buyer of any agreement with the Seller, whether under any promissory note, guaranty, mortgage, this Security Agreement or otherwise, which breach continues beyond any applicable period for cure, and the term "Default" shall include any such breach which would constitute an event of default following notice or the expiration of any applicable cure period.
- f. "Inventory" shall include, without limitation, any and all goods, merchandise, raw materials, supplies and other tangible personal property, whether held by Buyer for Buyer's use or the sale, provision to or consumption by customers or other disposition, and all products of and accessions to Inventory and all documents of title.
- g. "Obligations" shall mean the following:
- i. the payment of \$100,000.00 with interest thereon, as provided in a promissory note of even date issued by the Buyer to the order of the Seller, including all renewals, modifications, restatements and extensions thereof, (as the said promissory note may hereafter be amended, the "Note");
 - ii. all other obligations, indebtedness and liabilities of the Buyer to the Seller owing at any time, liquidated or unliquidated, each of every kind, nature and description, and the performance by Buyer of all acts, obligations, covenants, terms, and conditions, in each case whether now or hereafter arising under any agreement now existing or hereafter established between Buyer and the Seller, and whether denominated secured or unsecured, whether direct or indirect, absolute or contingent, matured or unmatured, primary or secondary, certain or contingent, due or to become due, whether now existing or hereafter arising. Without limiting the generality of the foregoing, said term shall also include all interest and other charges chargeable to Buyer or due from Buyer to the Seller from time to time and all costs and expenses owing to the Seller;
 - iii. the performance and observance by Buyer of each and every covenant, condition and obligation contained in the Note and any other document executed by the Buyer in connection with any of the Obligations; and
- i. "Person" or "party" shall include individuals, partnerships, trusts, corporations and all other entities.
- j. "UCC" shall mean the Massachusetts Uniform Commercial Code (General Laws, Chapter 106) as amended from time to time.

k. All words and terms used in this Agreement other than those specifically defined in Section 1, or elsewhere in this Agreement, shall be deemed to have the meanings ascribed to them in the UCC.

2. Security Interest: Buyer hereby grants to Seller a continuing security interest in all of the Collateral. The security interest granted by this Agreement is given to and shall be held by Seller as security for the payment and performance of all Obligations.

3. Use of Collateral: Seller hereby authorizes and permits Buyer to hold, process, sell, use or consume the Inventory for fair consideration, all in the ordinary course of Buyer's business; provided, however, that Buyer shall not make sales to creditors or in bulk or sales or other dispositions occurring under circumstances which would or could create any lien or interest adverse to Seller's security interest or other rights hereunder in the proceeds resulting therefrom. All amounts due as proceeds of the Collateral shall be collected by Buyer at Buyer's own cost and expense. Upon the occurrence and during the continuation of an Event of Default, Seller may, without other cause or notice, terminate all or any part of the authority and permission herein or elsewhere in this Agreement granted to Buyer with reference to the Collateral.

The proceeds and collections of all Collateral, including inventory and accounts receivable, (a) shall be held in trust by Buyer for Seller if an Event of Default shall have occurred and be continuing, and shall not be commingled with Buyer's other funds or deposited in any Seller account of Buyer, but (b) may otherwise be deposited by Buyer into Buyer's checking account with Seller. If the foregoing clause (a) applies, Buyer agrees to deliver to Seller on the dates of receipt thereof by Buyer, duly endorsed to Seller or to bearer, or assigned to Seller, as may be appropriate, all proceeds of the Collateral in the identical form received by Buyer.

Reports: If requested in writing by Seller, Buyer shall furnish to Seller reports (in such form and at such intervals as Seller may reasonably prescribe, but absent the occurrence and continuation of an Event of Default, not more frequently than once in each calendar year) of the acquisition, use and disposition of Collateral. Such items of Collateral as are consumed in the ordinary course of business of Buyer may be reported as customarily required by Seller for businesses of a nature similar to the business of Buyer.

5. Investment Property, Voting, Dividends, Certificates, Options, Etc.: So long as no Event of Default has occurred hereunder and is continuing, Buyer shall retain the right to vote any of the Investment Property constituting Collateral in a manner not inconsistent with the terms of this Agreement. If Buyer, as registered holder of such "Investment Property", receives (a) after the occurrence of an Event of Default and during the continuance thereof hereunder, any dividend or other distribution in cash or other property in connection with the liquidation or dissolution of the issuer of such Investment Property, or in connection with the redemption or payment of such Investment Property, or (b) any stock certificate, option or right, or other distribution, whether as an addition to, in substitution of, or in exchange for, such Investment Property, or otherwise, Buyer agrees to accept same in trust for Seller and to deliver the same forthwith to Seller or its designee, in the exact form received, with Buyer's endorsement or reassignment when necessary, to be held by Seller as Collateral.

6. Investment Property, Delivery Or Registration: After an Event of Default and until all Events of Default are cured or waived, upon request by Seller, Buyer will (a) deliver all of its Investment Property constituting Collateral and represented by certificates to Seller to hold pursuant to the terms of this Agreement, and (b) register in the name of Seller or its designee any uncertificated Investment Property constituting Collateral or Seller's security interest therein on the books maintained by or on behalf of the issuer thereof or the depository therefor.

7. Costs and Expenses: Buyer shall pay to Seller any and all costs and expenses (including, without limitation, reasonable attorney's fees, court costs, litigation and other expenses) incurred or paid by Seller after a Default in establishing, maintaining, protecting or enforcing any of Seller's rights or the Obligations, including, without limitation, any and all such costs and expenses relating to UCC searches and filing fees and any and all such costs and expenses incurred or paid by Seller in defending Seller's security interest in or title or right to the Collateral or in collecting or attempting to collect or enforcing or attempting to enforce payment of the Obligations.

8. Deliveries: Buyer shall deliver to Seller from time to time, promptly at its request, as Seller may reasonably require, all invoices, original documents of title, contracts, chattel paper, instruments and any other writings relating thereto and other evidence of performance of contracts or of the rendering of services; and Buyer will deliver to Seller, promptly at Seller's request, from time to time, additional copies of any or all of such papers or writings, and such other information with respect to any of the Collateral, schedules of accounts and such other writings as Seller may reasonably deem to be necessary or appropriate in connection with Seller's security interest in the Collateral.

9. Legends; Instructions: If requested by the Seller, Buyer shall promptly make, stamp or record such entries or legends on Buyer's books and records or on any of the Collateral as Seller shall reasonably request from time to time to indicate and disclose that Seller has a security interest in such Collateral.

10. Inspection: Buyer shall permit Seller, or its representatives, at any time and from to time, and upon reasonable notice (except after and during the continuance of an Event of Default, no prior notice shall be required) to perform such examinations and inspections as Seller reasonably deems necessary in order to insure compliance with this Agreement.

11. Further Assurances: Buyer will do, make, execute and deliver all such additional acts, things, writings, deeds, assurances or instruments as Seller may reasonably require to carry into effect the provisions and intent of this Agreement, or to vest more fully in or assure to Seller (including, without limitation, all steps to create and perfect) the security interest in the Collateral granted to Seller by this Agreement, including, without limitation, to comply with applicable law to facilitate the collection of the Collateral.

12. Covenants and Warranties: Buyer covenants with and warrants to Seller:

- a. That all Inventory, Machinery, Equipment, Motor Vehicles and other Collateral in which Seller is now or hereafter given a security interest pursuant to this Agreement will

at all times be kept and maintained in good order and condition, reasonable wear and tear and casualty excepted, at the sole cost and expense of Buyer.

b. That Buyer will maintain in force one or more policies of insurance on all Collateral against risks of fire (with customary extended coverage), sprinkler leakage, theft, loss or damage and other risks as Seller may require and in any event, whether or not Seller shall so require, against such other risks customarily insured against by companies engaged in businesses similar to that of Buyer in such amounts containing such terms, in such form, for such periods, covering such hazards, as may be satisfactory to Seller and written by such financially sound companies selected by Buyer and as may be reasonably satisfactory to Seller (it being understood that Seller shall not by any such approval or disapproval be liable to Buyer or any other person in connection with the financial condition of such insurer), the policies for the same shall be deposited with Seller; no loss shall be adjusted thereunder without Seller's approval; and all such policies shall provide that they may not be modified or canceled without first giving at least thirty (30) days' written notice of such modification or cancellation to Seller. In the event that Buyer fails to provide evidence of the maintenance of such insurance satisfactory to Seller, Seller may, at its option, secure such insurance and charge the cost thereof to Buyer (as a charge to any of Buyer's deposit accounts with Seller). From and after the occurrence and continuance of an Event of Default, and upon ten (10) days' prior written notice to Buyer, Seller is authorized to cancel any insurance maintained hereunder and to apply any returned or unearned premiums, all of which are hereby assigned to Seller, as a payment on account of the Obligations.

c. That at the date hereof Buyer is (and as to Collateral that Buyer may acquire after the date hereof, will be) the lawful owner of the Collateral, and that the Collateral, and each item thereof, is, will be, and shall continue to be free of all restrictions, liens, encumbrances (except as has been previously disclosed by Seller, or other right, title or interest (other than the security interest therein granted to Seller hereby or hereafter granted to Seller) credits, defenses, recoupments, set-offs or counterclaims whatsoever except as expressly permitted by the Loan Agreement; that Buyer has and will have full power and authority to grant to Seller a security interest therein; that except as aforesaid, Buyer has not transferred, assigned, sold, pledged, encumbered, subjected to lien or granted a security interest in, and will not transfer, assign, sell (except sales or other dispositions in the ordinary course of business in respect to Inventory as expressly permitted in Section 3 of this Agreement), pledge, encumber, subject to lien or grant any security interest in any of the Collateral (or any of Buyer's right, title or interest therein) to any person other than Seller, except as permitted by the Loan Agreement; that the Collateral is and will be valid and genuine in all respects; that no part of the Collateral (or the validity or enforceability by Seller thereof) is or shall be contingent upon the fulfillment of any agreement or condition whatsoever, except for that Collateral which consists of contract rights, and that all Collateral which is comprised of Buyer's rights to receive payments from Account Debtors shall represent unconditional indebtedness by an Account Debtor for services rendered by Buyer to such Account Debtor, and is not and will not be subject to any discount (except such cash discounts as may be shown on any invoice, contract or other writing delivered to Seller); and that Buyer will warrant and

defend Seller's right to and interest in the Collateral against all claims and demands of all persons whatsoever.

d. If Buyer shall, at any time, acquire a commercial tort claim, as defined in the UCC, in the amount of \$50,000 or more, Buyer shall immediately notify Seller in a writing signed by Buyer, providing a summary of the details thereof, and grant to Seller in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to Seller.

e. That, except as otherwise expressly permitted by this Agreement or the Loan Agreement, or as Seller may otherwise approve in writing (but subject always to applicable law), and except for sale, use or consumption in the ordinary course of business pursuant to Section 3 of this Agreement, Buyer will keep all Inventory, Machinery and Equipment only at Buyer's place(s) of business as identified in writing to Seller from time to time.

f. That Buyer shall, during the term of this Agreement, keep Seller currently and accurately informed in writing of each location where Buyer's records relating to its accounts and contract rights, respectively, are kept, and shall not remove such records, or any of them, to another state without giving Seller at least thirty (30) days' prior written notice thereof and will promptly upon request of the Seller provide a waiver and acknowledgement relating to Seller's security interest executed by the owner of any leased location such waiver and acknowledgement to be in a form reasonably satisfactory to the Seller.

g. That Buyer's principal place of business where its records are maintained is correctly stated in the preamble to this Agreement; that Buyer shall, during the term of this Agreement, keep Seller currently and accurately informed in writing of each of its other places of business, and that Buyer shall not change the location of such place of business or open any new, or close, move or change any existing or new place of business without giving Seller at least thirty (30) days' prior written notice thereof.

h. That Seller shall not be deemed to have assumed any liability or responsibility to Buyer or to any third person for the correctness, validity or genuineness of any instruments or documents that may be released or endorsed to Buyer by Seller (which shall automatically be deemed to be without recourse to Seller in any event), or for the existence, character, quantity, quality, condition, value or delivery of any goods purporting to be represented by any such documents; and that Seller, by accepting such security interest in the Collateral or by releasing any Collateral to Buyer, shall not be deemed to have assumed any obligation or liability to any supplier or Account Debtor or to any other third party, and Buyer agrees to indemnify and defend Seller and hold it harmless in respect to any claim or proceeding arising out of any matter referred to in this Section 12(h).

i. That Buyer will promptly notify Seller of any material loss or damage to, the Inventory, the Equipment or other Collateral.

j. That at any time or times Seller may notify any Account Debtor of its security interest in the Collateral and following and during the continuance of a Default, collect all amounts due thereon.

k. That Seller may, at its option, following ten (10) days' prior written notice to Buyer, from time to time, discharge any taxes, liens or encumbrances on any of the Collateral, or take any other action that Seller may deem proper to repair, maintain or preserve any of the Collateral (but without Seller being obligated to do so), and Buyer will pay to Seller on written demand all amounts so paid or incurred by it, or Seller in its sole discretion may add the same to the Obligations. No such prior notice will be required if, in the reasonable judgment of Seller, immediate action is necessary to avoid imminent damage to the Collateral, the value thereof or Seller's rights therein, or to avoid imminent damage to other persons or property.

l. That the Machinery Equipment shall always remain personal property, regardless of its attachment to realty in any manner. Buyer will deliver to Seller, in form and substance satisfactory to Seller, a disclaimer of any interest in the Collateral executed by all persons now or hereafter claiming any interest in any real estate to which the Equipment is or may hereafter be attached or upon which such Equipment is or may hereafter be kept.

m. Buyer shall pay all indebtedness except any such indebtedness previously disclosed by Buyer and permitted to remain by the Seller, secured by any security agreement creating a senior and prior lien (if any) or junior and subordinate lien (if any) on the whole or any part of the Collateral and perform all covenants, terms and conditions contained in any such security agreement on the part of Buyer to be performed and observed, all within the periods provided for payment, performance and observance in any such security agreement, thereby preventing an event of default from occurring thereunder. Nothing in this Section 12(m) shall be deemed to imply or constitute Seller's approval or consent to any other lien (either senior or junior) on the Collateral.

n. Buyer hereby authorizes the Seller to file one or more financing statements pursuant to the UCC (including any amendments thereto as Seller may deem appropriate to add any descriptions of collateral thereto), and hereby ratifies the filing by Seller of any financing statement prior to the date hereof, and agrees to pay the cost of filing same in all public offices wherever filing is deemed by Seller to be necessary and desirable. Buyer shall not file any amendment to or termination of any financing statement filed by Seller without the consent of Seller, and any such filing without the written consent of Seller shall be deemed void and of no effect and shall constitute an Event of Default hereunder.

13. **Power of Attorney:** Buyer hereby irrevocably constitutes and appoints Seller as Buyer's true and lawful attorney-in-fact, with full power of substitution at the sole cost and expense of Buyer but for the sole benefit of Seller, after and during the continuance of any Event of Default, to convert the Collateral into cash, and to sell (either by public or private sale) all or any portion

or portions of the Inventory and other Collateral; to enforce collection of the Collateral, either in its own name or in the name of Buyer, including without limitation, executing releases, compromising or settling with any Account Debtors and prosecuting, defending, compromising or releasing any action relating to the Collateral; after and during the continuance of any Default to receive, open and dispose of all mail addressed to Buyer and to take therefrom any remittances or proceeds of Collateral in which Seller has a security interest; after and during the continuance of any Default to notify Post Office authorities to change the address for delivery of mail addressed to Buyer to such address as Seller shall designate; to endorse the name of Buyer in favor of Seller upon any and all checks, drafts, money orders, notes, acceptances or other instruments; to sign and endorse the name of Buyer on and to receive as secured party any of the Collateral, any invoices, schedules of Collateral, freight or express receipts or bills of lading, storage receipts, warehouse receipts, or other documents of title relating to the Collateral; to sign the name of Buyer on any notice to Account Debtors or on verification of the Collateral; and to sign and file or record on behalf of Buyer any financing statement, amendment, or addendum to such statement, including the filing of such information as may be necessary or advisable in order to comply with filing requirements under the UCC. Seller shall not be obliged to do any of the acts or exercise any of the powers authorized in this Security Agreement, but if Seller elects to do any such act or exercise any such power, it shall not be accountable to any person for more than it actually receives as a result of such exercise of power, and it shall not be responsible to Buyer except for gross negligence or willful misconduct. All powers conferred upon Seller by this Agreement, being coupled with an interest, shall be irrevocable so long as any Obligation of Buyer to Seller shall remain unpaid.

14. Enforcement: In addition to all other remedies available to Seller under applicable law or hereunder, Seller is hereby authorized, at its election, at any time or times after an Event of Default has occurred and during the continuance thereof, without any further demand or notice except to such extent as notice may be required by applicable law, to sell or otherwise dispose of all or any of the Collateral at public or private sale; and Seller may also exercise any and all other rights and remedies of a secured party under the UCC or which are otherwise accorded to it by applicable law, all as Seller may determine. If notice of a sale or other action by Seller is required by applicable law, Buyer agrees that ten (10) days' written notice to Buyer, or the shortest period of written notice permitted by such law, whichever is greater, shall be sufficient; and that to the extent permitted by such law, Seller, its subsidiaries and affiliates, and any of its or their respective officers, attorneys, and agents may bid and become purchasers at any such sale, if public, and may purchase at any private sale any of the Collateral that is of a type customarily sold on a recognized market or which is the subject of widely distributed standard price quotations, and any sale (public or private) shall be free from any right of redemption, which Buyer hereby waives and releases. No purchaser at any sale (public or private) shall be responsible for the application of the purchase money. Any balance of the net proceeds of sale remaining after paying all Obligations, and all costs and expenses of manufacture, processing, completion or installation of the Inventory, collection, storage, custody, sale and delivery of the Inventory, the Equipment, and/or the other Collateral, including, without limitation, reasonable attorneys' fees, shall be returned to Buyer or to such other party as may be legally entitled thereto; and if there is a deficiency, Buyer shall be responsible for the same, with interest at the highest rate set forth in the instruments evidencing the Obligations. Upon demand by Seller, Buyer shall assemble the Collateral and make it available to Seller at a place designated by Seller

which is reasonably convenient to Seller and Buyer. In connection with Seller's exercise of Seller's rights hereunder, Seller may enter upon, occupy, and use any premises owned or occupied by Buyer, and may exclude Buyer from such premises or portion thereof as may have been so entered upon, occupied or used by Seller. Seller shall not be required to remove any of the Collateral from any such premises upon Seller's taking possession thereof and may render any Collateral unusable to Buyer. In no event shall Seller be liable to Buyer for use or occupancy by Seller of any premises pursuant hereto, nor for any charge (such as wages for Buyer's employees and utilities) incurred in connection with Seller's exercise of its rights hereunder.

15. Miscellaneous: Buyer waives notice of nonpayment, demand, presentment, or protest, and all other notices and consents to any renewals or extensions of time of payment except as specifically provided for herein or in any documents executed in connection with the Obligations, and generally waives any and all suretyship defenses and defenses in the nature thereof. No delay or omission of Seller in exercising or enforcing any of its rights or remedies hereunder shall constitute a waiver thereof; and no waiver by Seller of any default of Buyer hereunder shall operate as a waiver of any other default hereunder. No term or provision hereof shall be waived, altered or modified except with the express written consent of Seller, 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 Seller and Buyer at any time (whether before, during or after the effective date or term of this Agreement) shall be construed as a waiver, modification or limitation of any of Seller's rights and remedies under this Agreement, nor shall anything in this Agreement be construed as a waiver, modification or limitation of any of Seller's rights and remedies under any such other agreement or transaction. All of Seller's rights and remedies not only under the provisions of this Agreement, but also under any other agreement or transaction and under applicable law shall be cumulative and not alternative or exclusive, and such rights and remedies may be exercised by Seller at such time or times and in such order of preference as Seller in its sole discretion, may determine.

16. 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.

17. Applicable Law; Jurisdiction: This Agreement is intended to take effect as a sealed instrument and has been executed or completed and 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 internal laws of the Commonwealth of Massachusetts without regard to conflicts of laws principles. Buyer hereby submits to the jurisdiction of each state and federal court which sits in Massachusetts and agrees that service made in accordance with the notice provisions of this Agreement shall be proper service.

18. Notice: All notices, demands, requests and other communications required under this Agreement shall be in writing and shall be deemed to have been properly given as provided in

the Loan Agreement, and if to Buyer addressed as set forth below Buyer's signature and if to Seller at its principal office. Any party may change its address for notice by notice given in the foregoing manner.

19. Headings; Reproductions; Signatures: The use of headings in this Agreement is for convenience only and shall not limit in any manner the terms of this Agreement. This Agreement and all other agreements and documents of any kind in the Seller's possession which relate to any Obligations may be reproduced by the Seller by photographic, computer imaging, or similar process, and the Seller may destroy the original from which any documents was so reproduced. Any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is in existence and whether or not such reproduction was made in the regular course of business) and any enlargement, facsimile or further reproduction shall likewise be admissible in evidence. Any signature of the Buyer upon any such agreement or document which is transmitted as a facsimile or as a scanned or pdf (portable document format) shall be deemed a valid and binding signature of the Buyer with the same effect as if a manually signed original signature.

20. WAIVER. BUYER AND SELLER EACH KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDINGS ARISING OUT OF OR RELATING HERETO OR ANY OTHER CLAIM ARISING OUT OF THIS AGREEMENT OR THE LOAN AGREEMENT OR IN CONNECTION WITH ANY OBLIGATIONS OR ALLEGED OBLIGATIONS OF THE SELLER TO LOAN MONEY TO BUYER. BUYER KNOWINGLY, VOLUNTARILY AND INTENTIONALLY: (A) WAIVES ANY RIGHT TO AND AGREES NOT TO BRING ANY PROCEEDING, INCLUDING WITHOUT LIMITATION COURT ACTION, ARBITRATION, MEDIATION, ADMINISTRATIVE PROCEEDING OR OTHERWISE AGAINST SELLER AND/OR ANY AFFILIATE, OTHER THAN IN THE COMMONWEALTH OF MASSACHUSETTS; AND (B) WAIVES ANY NOW EXISTING AND/OR HEREFTER

ARISING RIGHT TO ANY CONSEQUENTIAL, PUNITIVE, SPECIAL, EXEMPLARY AND/OR INCIDENTAL DAMAGES. Buyer acknowledges that neither Seller nor any of its representatives, agents or counsel has represented that Seller would not, in the event of any such suit, action or proceeding, seek to enforce the foregoing waivers. Buyer acknowledges that Seller has been induced to enter into this Agreement by, among other things, this waiver.

21. Miscellaneous: The paragraph headings contained herein are for convenience and reference only and shall be given no effect in the interpretation of any term or condition of this Agreement.

IN WITNESS WHEREOF, the Buyer has executed this Agreement on the date first above written.

WITNESS:

25 Market Street, Inc.

Eugene R. Curry

[Signature]

By: Samantha E. Davis

Its: President and Treasurer

Accepted and agreed:

[Signature]
Susan J. Musto

RENTAL AGREEMENT

THIS RENTAL AGREEMENT is made as of the 1st day of May, 2007, by and between Mashpee Commons Limited Partnership, having an office at Mashpee Commons, P.O. Box 1530, Mashpee, Massachusetts 02649 (hereinafter referred to as the "Landlord"), and 25 Market Street Inc, d/b/a Trevi Café having a mailing address of P.O.2127 Box , Mashpee, MA 02649 (hereinafter referred to as the "Tenant".)

BASIC DATA

Section 1.1 The following sets forth basic data hereinafter referred to in this Rental Agreement, and, where appropriate, constitute definitions of the terms hereinafter listed.

Premises: The premises located on the 2nd at 25 Market Street, Mashpee, MA 02649, comprised of 460 square feet as set forth on Exhibit A attached hereto, said premises being of the premises designated Space 12A.202 on said Exhibit A, located in a larger parcel (the "Shopping Center") more commonly known as "Mashpee Commons", located in the Town of Mashpee, Commonwealth of Massachusetts.

Commencement Date: June 15, 2007

Termination Date: December 31, 2016

June 15, 2007 through December 31, 2007 at \$17.00/sf, \$651.67/month
January 1, 2008 through December 31, 2008 at \$17.50/sf, \$670.83/month
January 1, 2009 through December 31, 2009 at \$18.00/sf, \$690.00/month
January 1, 2010 through December 31, 2010 at \$18.50/sf, \$709.17/month
January 1, 2011 through December 31, 2011 at \$19.00/sf, \$728.33/month
January 1, 2012 through December 31, 2012 at \$19.50/sf, \$747.50/month
January 1, 2013 through December 31, 2013 at \$20.00/sf, \$766.67/month
January 1, 2014 through December 31, 2014 at \$20.50/sf, \$785.83/month
January 1, 2015 through December 31, 2015 at \$21.00/sf, \$805.00/month
January 1, 2016 through December 31, 2016 at \$21.50/sf, \$824.17/month

Security Deposit: none

Use: Office space

PREMISES

Section 2.1 Landlord hereby demises and leases to Tenant, and Tenant hereby accepts from Landlord, the Premises suitably identified in Section 1.1 of this Rental Agreement together with the non-exclusive right to use, and permit its invitees to use, in common with others, public or common lobbies, parking areas, hallways, stairways (and elevators, if any) necessary for access to the Premises and contained within the Shopping Center. The foregoing non-exclusive rights shall always be subject to reasonable rules and regulations from time to time established by Landlord by suitable notice and to the right of landlord to designate and change from time to time the areas and facilities so to be used. Excepted and excluded from the Premises and the roof or ceiling, the floor and all perimeter walls of the Premises, except the inner surfaces thereof, but Premises are a part thereof for all purposes; and Tenant agrees that Landlord shall have the right to place in the Premises utility lines, pipes and the like to serve Premises other than the Premises, and to replace and maintain or repair such utility lines, pipes and the like, in, over and upon the Premises, provided that such replacement, maintenance and repair will not unreasonably interfere with Tenant's operations in the Premises.

TERM OF LEASE

Section 3.1. TO HAVE AND TO HOLD the Premises unto the Tenant for the term (the "Initial Term") specified by the Commencement and Termination Dates set forth in Section 1.1 hereof unless sooner terminated as provided herein.

Section 3.2. The terms hereof shall commence on the Commencement Date specified in Section 1.1 hereof. Tenant agrees to accept the Premises in a strictly "as is" condition without any presentation or warranty from Landlord with regard to the condition of the Premises.

UTILITIES

Section 4.1 Landlord will provide and maintain the necessary mains and conduits to bring water, telephone, and electricity to the Premises. Tenant shall pay all charges for all utilities, trash and services used by it whether supplied by Landlord, public utility or public authority, or any other person, firm or corporation.

Landlord shall under no circumstances be liable to Tenant in damages or otherwise for any interruption in service of water, electricity or other utilities and services caused by an unavoidable delay or by the making of any necessary repairs or improvements. In the event utilities supplied to the Premises do not service Tenant exclusively, Tenant shall pay its pro rata share of such utilities in accordance with its proportionate usage.

USE OF PREMISES

Section 5.1 It is understood, and the Tenant so agrees, that the Premises during the term of this Rental Agreement shall be used and continuously occupied by the Tenant only for the purposes specified as the use thereof in Section 1.1 of this Rental Agreement, and for no other purpose or purposes.

Section 5.2 Notwithstanding any other provisions of this Rental Agreement, the Tenant covenants and agrees that it will not assign this Rental Agreement or Sublet (which terms without limitation, shall include the granting of concessions, licenses, and the like) the whole or any part of the Premises without in each instance having first received the express written consent of the Landlord, which consent Tenant understands and agrees the Landlord may withhold in its sole discretion and for any reason whatsoever. Furthermore, it is understood and agreed that any consent of Landlord to a particular assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

Section 5.3 Tenant covenants that it will conduct and operate its business in the Premises continuously, efficiently and in good faith, in a dignified manner and in accordance with the high standards of the Shopping Center.

Section 5.4. The Tenant further agrees to conform to all of the following provisions during the entire term of this lease:

- a. No auction, "lost our lease", going out of business, fire or bankruptcy sales may be conducted within the demised premises without the previous written consent of the Landlord.
- b. The Tenant shall receive and deliver goods and merchandise only in the manner, at such times, and in such areas, as may be designated by the Landlord; and all trash, refuse, and the like, shall be kept in covered containers, which containers shall be kept within the demised premises at all times, and in no event stored outside of the same. If provision is made by the Landlord for trash removal by a contractor, the Tenant agrees to use said contractor for its trash removal and to pay when due all charges at the rate established therefor from time to time. If the Tenant fails so to pay for trash removal, the Landlord shall have the same remedies (even if such payment is due to such contractor and not to the Landlord) as the Landlord has for nonpayment of rent hereunder.
- c. The Tenant shall not place on the exterior or interior of the demised premises (including, but without limitation, windows, doors, and entrance lobbies) any signs other than those signs (including the design, number and location of such signs and any replacements

thereof) which shall first have been approved by the Landlord or the Landlord's architect. The signs desired by the Tenant shall be indicated in the Tenant's plans and specifications to be submitted to the Landlord's architect or engineer for approval; all interior signs must be professionally prepared and shall be limited in number. In addition to any other remedies available to Landlord pursuant to the provisions of ARTICLE XX hereof, Tenant shall pay to Landlord the sum of Fifty and 00/100 Dollars (\$50.00) upon each violation by Tenant of the terms and provisions of this Section 6.4(f).

- d. The Tenant shall not perform any act or carry on any practice which may injure the demised premises or any other part of the Shopping Center, or cause any offensive odor or loud noise (including, but without limitation, the use of loudspeakers), or constitute a nuisance or menace to any other occupant or other persons in the Shopping Center, and in no event shall any noises or odors be emitted from, or vending or video machines installed at the demised premises. Upon the request of Landlord, Tenant shall contract with a licensed pest control company acceptable to Landlord for regular pest inspections and termination services to be provided at the demised premises.
- e. The Tenant agrees that it and its employees and others connected with the Tenant's operations at the demised premises will abide by all reasonable rules and regulations from time to time established by the Landlord by written notice to the Tenant with respect to such Shopping Center. 2007 Rules and Regulations attached.
- f. The Tenant shall not use, handle or store or dispose of any oil, hazardous or toxic materials or hazardous or toxic wastes (collectively, "hazardous materials") in or about the Shopping Center. If the transportation, storage, use or disposal of any hazardous materials anywhere on the Shopping Center in connection with the Tenant's use of the demised premises results in (1) contamination of the soil or surface or ground water or (2) loss or damage to person(s) or property, then Tenant agrees to respond in accordance with the following paragraph:
 - a. Tenant agrees (i) to notify Landlord immediately of any contamination, claim of contamination, loss or damage, (ii) after consultation and approval by Landlord, to clean up the contamination in full compliance with all applicable statutes, regulations and standards, and (iii) to indemnify, defend and hold Landlord harmless from and against any claims, suits, causes of action, costs and fees, including attorneys' fees, arising from or connected with any such contamination, claim of contamination, loss or damage. This provision shall survive the termination of this lease. No consent or approval of Landlord shall in any way be construed as imposing upon Landlord any liability for the means, methods, or manner of removal, containment or other compliance with applicable law for and with respect to the foregoing.

- b. Tenant shall immediately notify Landlord upon Tenant's receipt of any inquiry, notice, or threat to give notice by any governmental authority or any other third party with respect to any hazardous materials.

MAINTENANCE

Section 6.1 The Tenant agrees to maintain the Premises in the same condition as they are at the commencement of this Rental Agreement or as they may be put in during the terms of this Rental Agreement, reasonable wear and tear, damage by fire and other casualty only expected, and whenever necessary, to replace plate glass and other glass therein, and Tenant acknowledges that the Premises are now in good order and the glass whole and Tenant accepts the Premises in "as is" condition without any warranty or representation from Landlord. Tenant hereby acknowledges that it has examined the Premises. Tenant agrees to maintain a service contract with a reputable HVAC contractor, which contract shall provide for regular inspections of the HVAC system (at least twice annually). Tenant agrees to provide Landlord with copies of such contract. The Tenant shall not permit the Premises to be overloaded, damaged, stripped, or defaced, nor to suffer any waste. Tenant shall obtain written consent of Landlord before erecting any sign on the exterior of the Premises or with the Premises, if visible from the exterior of the Premises. The Tenant shall not make any alterations or additions to the Premises, without the prior written consent of the Landlord. Any such allowed alterations shall be at Tenant's expense and shall be performed in a first class professional workmanlike manner in compliance with all applicable law. Any alterations or improvements made by the Tenant shall become the property of the Landlord at the termination of occupancy as provided herein.

Section 6.2 Tenant further agrees that the Premises shall be kept in a clean, sanitary and safe condition in accordance with, and in all respects in compliance with, the laws of the Commonwealth of Massachusetts and the ordinances of the city or town in which the same are located and all directions, rules and regulations of the health officers, Fire Marshal, Building Inspector and other proper officers of governmental agencies having jurisdiction thereof and in accordance with the requirements of Landlord's insurers. Tenant covenants and agrees it will not do or permit anything to be done in or upon the Premise or bring in anything or keep anything therein which shall increase the rate of insurance on the Premises or on the Shopping Center above the standard rate on the Premises and the Shopping Center with a store of the type described in Section 1.1 of this Rental Agreement located in the Premises.

Section 6.3 The Landlord or agents of the Landlord may, at reasonable times, enter to view the Premises and may remove placards and signs not approved and affixed as herein provided, and make repairs and alterations as Landlord should elect to do and may show the Premises to others, and at any time within the term of this Rental Agreement, Landlord or Landlord's agent may affix to any suitable part of the Premises a notice for letting or selling the Premises or property of which the

Premises are a part and keep the same so affixed without hindrance or molestation. Additionally, Landlord or agents may enter the Premises at any time in case of emergency.

Section 6.4 In case during the term hereof any portion of the Premises or any portion of the Shopping Center shall be damaged or destroyed by fire or other casualty, Landlord shall have the right to terminate this Rental Agreement upon notice to Tenant. If said right of termination is exercised, this Rental Agreement and the term hereof shall cease and come to an end as of the date of such damage or destruction. If the premises are damaged by fire or other casualty and the Landlord cannot reasonably be expected to restore the premises within sixty (60) days of receipt of insurance proceeds therefor, Tenant shall have the right to terminate this Agreement upon twenty (20) days notice to Landlord.

Section 6.5 In case during the term hereof any portion of the Premises or any portion of the Building shall be taken by condemnation or right of eminent domain, Landlord shall have the right to terminate this Rental Agreement upon notice to Tenant.

If said right of termination is exercised, this Agreement and the term hereof shall cease and come to an end as of the date of such taking or condemnation.

INDEMNITY AND PUBLIC LIABILITY INSURANCE

Section 7.1 To the maximum extent this agreement may be made effective according to law, Tenant agrees to indemnify and same harmless the Landlord from and against all claims of whatever nature arising from any act, omission or negligence of the Tenant, or the Tenant's contractors, licensees, agents, servants, or employees, or arising from any accident, injury, or damage whatsoever caused to any person, or to the property of any person occurring during the term hereof, injury or damage occurring outside of the Premises, where such accident, damage or injury results or is claimed to have resulted from an act or omission on the part of the Tenant or the Tenant's agents or employees. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof.

Section 7.2 Tenant agrees to maintain full force from the date on which Tenant first enters the Premise for any reason throughout the term hereof, and thereafter so long as Tenant is in occupancy of any part of the Premises, a policy of Comprehensive General Liability Insurance in accordance with the broadcast form of such coverage as is available from time to time in the jurisdiction in which the Premises are located including, without limitation, contractual liability coverage, covering Tenant's liability assumed under this Rental Agreement. The minimum limits of liability of such insurance shall be \$1,000,000.00 each occurrence; \$2,000,000.00 general aggregate limit; \$2,000,000.00 products – completed operations aggregate limit; \$1,000,000.00 personal and

advertising liability; \$50,000.00 fire legal liability; and \$5,000.00 medical expenses limit (each person); or such higher limits as the Landlord may from time to time request, provide such higher limits are then customarily carried on first-class shopping centers. Landlord (and such other persons as may be required by Landlord) are to be named as additional insureds under the foregoing policies and duplicate original or a Certificate of Insurance evidencing the above insurance shall be delivered to Landlord on or before the Commencement Date. Each such policy shall provide that the same may not be canceled, terminated, altered or amended without at least thirty (30) days written notice to landlord.

Tenant also agrees that it shall keep its inventory, furniture, fixtures, merchandise and equipment insured against loss or damage by fire with the usual extended coverage endorsements. It is understood and agreed that Tenant assumes all risk of damage to its own property arising from any cause whatsoever, including, without limitation, loss by theft, burglary or otherwise.

Section 7.3 Insofar as and to the extent that the following provision may be effective without invalidating or making it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in the Commonwealth of Massachusetts (even though extra premium may result therefrom): Landlord and Tenant mutually agree that with respect to any loss which is covered by insurance then insurance and suffering said loss releases the other of and from any and all claims with respect to such loss; and they further mutually agree that their respective insurance companies shall have no right to subrogation against the other on account thereof. In the event that extra premium is payable by either party as a result of this provision, the other party shall reimburse the party paying such premium the amount of such extra premium. If at the written request of one party, this release and non-subrogation provision is waived, then the obligation of reimbursement shall cease for such period of time as such waiver shall be effective, but nothing contained in this Section shall be deemed to modify or otherwise affect releases elsewhere herein contained of either party for claims.

Section 7.4 Tenant covenants and agrees that it will not do or permit anything to be done in or upon the Premises or bring in anything or keep anything therein, which shall increase the rate of insurance on the Premises or on the Shopping Center above the standard rate on said Premises; and Tenant further agrees that in the event it shall do any of the foregoing, it will promptly pay to Landlord on demand and such increase resulting therefrom, which shall be due and payable as additional rent .

Section 7.5 The Tenant agrees to use and occupy the Premises at its own risk; and that the Landlord shall have no responsibility or liability for any loss of or damage to fixtures or other personal property of the Tenant.

Section 7.6 All insurance required of Tenant hereunder shall be effected under valid and enforceable policies issued by insurers of recognized responsibility.

LANDLORD'S REMEDIES

Section 8.1 Any one of the following shall be deemed to be an "Event of Default":

A. Failure on the part of the Tenant to make payment of rent or any other monetary amount required hereunder on the date the same is due.

B. With respect to a non-monetary default under this Rental Agreement, failure of the Tenant to cure the same within 15 days of notice of such default from Landlord. The Tenant shall be obligated to commence forthwith and to complete as soon as possible the curing of such default; and if the Tenant fails so to do, the same shall be deemed to be an Event of Default.

Section 8.2 Should any Event occur notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance, the Landlord lawfully may, in addition to any remedies otherwise available to the Landlord, immediately or at any time thereafter, and with the necessity or requirement or making any entry, send written notice to the Tenant demanding that Tenant vacate the Premises and terminating this Rental Agreement; and upon the first to occur of: (i) Tenant's vacating the premises as aforesaid; or (ii) the expiration of the fifteenth (15th) day following mailing of such notice of termination, this Rental Agreement shall terminate.

Section 8.3 In the event of such termination, the Tenant covenants and agrees to indemnify and hold harmless the Landlord from and against any and all loss of rent, damages and other costs and expenses incurred by the Landlord by reason of such termination including reasonable attorneys' fees, court costs, brokerage and other costs or relating including, but not limited to, the reasonable cost incurred in cleaning, and repainting the Premises in order to relet the same; and moving and storage charges incurred by Landlord in moving Tenant's belongings and to reimburse Landlord for the same from time to time upon demand of the Landlord. The Tenant further agrees that it will upon demand pay to the Landlord in the event of such termination a sum equal to the amount by which the rent and other charges herein reserves for the balance of the term hereinabove specified exceeds the actual rents received, if any, for the Premises for the balance of said term.

Section 8.4 The Landlord shall in no event be in default in the performance of any of the Landlord's obligations hereunder unless and until the Landlord shall have failed to perform such obligations within (30) days or such additional time as is reasonably required to correct any such default after notice by the Tenant to the landlord properly specifying wherein the Landlord has failed to perform any such obligation.

Section 8.5 Landlord and their designees shall have the right to enter upon the Premises for the purposes of inspecting or making repairs to the same. If repairs are required to be made by Tenant pursuant to the terms thereof, Landlord may demand that Tenant make the same forthwith, and if Tenant refuses or neglects to commence such repairs and to complete the same with reasonable

dispatch, after such demand, Landlord may (but shall not be required so to do) make or cause such repairs to be made and shall not be responsible to Tenant for any loss or damage that may accrue to its stock or business by reason thereof. If Landlord makes or causes such repairs to be made, Tenant agrees that it will forthwith, on demand, pay the Landlord the cost thereof, and if it shall default in such payment, Landlord shall have the remedies provided in Sections 9.1 through 9.5 and Section 11.2 hereof.

SURRENDER

Section 9.1 The Tenant shall at the expiration or other termination of this Rental Agreement remove all Tenant's goods and effects from the Premises (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the Tenant either inside or outside the Premises). Tenant shall deliver to the Landlord the Premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Premises, in the good and tenantable condition, reasonable wear and tear and damage by fire or other casualty, only, expected. In the event of the Tenant's failure to remove any of Tenant's property from the premises, Landlord is hereby authorized, without liability to Tenant for loss or damage thereto, and at the sole risk of Tenant, to remove and store any of the property at Tenant's use, or to remain same under without notice, and or all of the property not so removed and to apply the new proceeds of such sale of the payment of any sums due hereunder, or to destroy such property.

MISCELLANEOUS PROVISIONS

Section 10.1 Waiver Failure on the part of the Landlord to complain of any action or non-action on the part of the Tenant, no matter how long the same may continue, shall never be deemed to be a waiver by the Landlord or any of his rights hereunder. Further, it is covenanted and agreed that no waiver at any time of any of the provisions hereof by the Landlord shall be construed as a waiver of any of the other provisions hereof, and that a waiver at any time of any of the provisions hereof shall be construed as a waiver at any subsequent time of the same provisions. The consent or approval of the Landlord to or of any action by the Tenant requiring the landlord's consent or approval shall not be deemed to waive or render unnecessary the Landlord's consent or approval to or of any subsequent similar act by the Tenant. Any consent required of Landlord in any provision of this Rental Agreement may be withheld by Landlord in its sole discretion unless the Landlord shall not withhold such consent unreasonably.

No payment by the Tenant, or acceptance by the Landlord, of a lesser amount than shall be due from the Tenant to the Landlord shall be treated otherwise than as a payment on account. The acceptance by the Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and the Landlord may accept such check without prejudice to any other rights or remedies which the Landlord may have against the Tenant.

Section 10.2 Landlord's Fees and Expenses

Unless prohibited by applicable law, the Tenant agrees to pay to Landlord the amount of all legal fees and expenses incurred by the Landlord in enforcing the terms of this Rental Agreement and/or arising out of or resulting from any act or omission by the Tenant with respect to this Rental Agreement or the Premises; including without limitation, any breach by the Tenant of its obligation hereunder.

Section 10.3 Invalidity of Particular Provisions

If any term or provision of this Rental Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, shall not be affected thereby, and each term and provision of this Rental Agreement shall be valid and be enforced to the fullest extent permitted by law.

Section 10.4 Provisions Binding, Etc.

Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall insure to the benefit of the successors and assigns, respectively, of the Landlord and the Tenant. The reference contained to successors and assigns of the Tenant is not intended to constitute a consent to assignment by the Tenant, but has reference only to those instances in which the Landlord may later give written consent to a particular assignment.

Section 10.5 Notices

Any notice from the Landlord to the Tenant relating to the Premises or to the occupancy thereof, shall be deemed duly served if mailed to the Premises, certified mail, return receipt requested, postage prepaid, addressed to Tenant, or if served by a Constable with a copy to Tenant at the Premises. Any notice from the Tenant to the Landlord relating to the Premises or to the occupancy thereof, shall be effective if mailed to the Landlord, by certified mail, return receipt requested, postage prepaid addressed to the Landlord at the address set forth in Section 1.1 hereof or to such address as the Landlord may from time to time advise the Tenant in writing. Any notice mailed pursuant to this Section 11.5 shall be considered effective upon deposit with the United States Postal Service.

Section 10.6 Rules and Regulations

The Tenant agrees to comply with reasonable rules and regulations from time to time promulgated by the Landlord for the maintenance of the character and the smooth operation of the Shopping Center. Tenant acknowledged receipt of the rules and regulations currently in effect and which are incorporated herein by reference.

Section 10.7 Captions

The captions throughout this instrument are for convenience and reference only, and the works contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Rental Agreement.

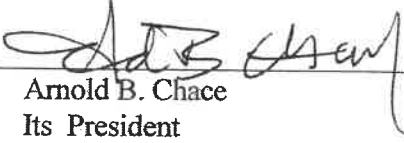
WITNESS the execution hereof under shall in any number of counterpart copies, each of which shall be deemed an original for all purposes as of the day and year first above written.

Witness:

MASHPEE COMMONS LIMITED PARTNERSHIP

NMS Associates, Inc.

By: _____


Arnold B. Chace
Its President

(LANDLORD)

25 Market Street Inc.

By: _____


Susan J. Muste
Its Hereunto Duly Authorized

(TENANT)

AMENDMENT NO. 1. TO INDENTURE OF LEASE

THIS AGREEMENT, made as of the August 30, 2018 by and between MASHPEE COMMONS II LLC, (formerly Mashpee Commons L.P.), having an office at Mashpee Commons, P.O. Box 1530, Mashpee, Massachusetts 02649 (hereinafter referred to as the "Landlord"), and 25 Market Street Inc. d/b/a Trevi Café having a mailing address at P.O. Box 2127, Mashpee, MA 02649 (hereinafter referred to as the "Tenant").

WITNESSETH

WHEREAS, Landlord and Tenant have entered into a rental agreements;

The first being dated as of November 21, 2006 (the "Agreement") relating to certain premises located at 25 Market Street, Space 12A.101 consisting of 1160 sf on the 1st floor and 401sf on the 2nd floor, Mashpee, MA 02649 in the commercial development commonly referred to as Mashpee Commons, on a tract of land located primarily in the Town of Mashpee, County of Barnstable, Commonwealth of Massachusetts more particularly shown on Exhibit "A" annexed to the Agreement; and

The second being dated as of May 1, 2007 (the "Agreement") relating to certain premises located at 25 Market Street, Space 12A.202, consisting of 460 sf on the 2nd floor, Mashpee, MA 02649 in the commercial development commonly referred to as Mashpee Commons, on a tract of land located primarily in the Town of Mashpee, County of Barnstable, Commonwealth of Massachusetts more particularly shown on Exhibit "A" annexed to the Agreement; and

WHEREAS, the parties hereto desire to amend and modify the Agreements as set forth below.

NOW, THEREFORE, in consideration of the foregoing and for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. "Termination Date", is hereby amended from 12/31/16 to 12/31/2021
2. Minimum Rent on 12A.101 will be as follows:

1/1/17 to 12/31/17	\$25/sf
1/1/18 to 12/31/18	\$25/sf
1/1/19 to 12/31/19	\$25.50/sf
1/1/20 to 12/31/20	\$26.00/sf
1/1/21 to 12/31/21	\$26.50/sf
3. 2nd floor office space: 401 square feet of 2nd floor office space at the following gross rental amounts

1/1/17 to 12/31/17	\$16.50/sf
1/1/18 to 12/31/18	\$16.50/sf
1/1/19 to 12/31/19	\$17/sf
1/1/20 to 12/31/20	\$17.50/sf
1/1/21 to 12/31/21	\$18/sf

4. 2nd floor office space: 460 square feet of 2nd floor office space at the following gross rental amounts
- | | |
|--------------------|------------|
| 1/1/17 to 12/31/17 | \$16.50/sf |
| 1/1/18 to 12/31/18 | \$16.50/sf |
| 1/1/19 to 12/31/19 | \$17/sf |
| 1/1/20 to 12/31/20 | \$17.50/sf |
| 1/1/21 to 12/31/21 | \$18/sf |
5. Landlord will complete and pay for the following:
- Replace hot water heater
 - Replace 2nd floor door to exterior staircase.
6. Landlord shall be responsible for the non-routine repair and maintenance (including replacement as and when necessary) of the HVAC systems serving the Premises.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No.1 of lease as a sealed instrument in any number of counterpart copies, each of which counterpart copied shall be deemed an original for all purposes as of the day and year first above written.

MASHPEE COMMONS II LLC

Its sole member

By NMS Associates, Inc. its General Partner

By: [Signature]
(LANDLORD)

By: [Signature]
(TENANT)

AMENDMENT NO. 2. TO INDENTURE OF LEASE

THIS AGREEMENT, made as of December 21, 2021 by and between MASHPEE COMMONS II LLC, (formerly Mashpee Commons L.P.), having an office at Mashpee Commons, P.O. Box 1530, Mashpee, Massachusetts 02649 (hereinafter referred to as the "Landlord"), and 25 Market Street Inc. d/b/a Trevi Café having a mailing address at P.O. Box 2127, Mashpee, MA 02649 (hereinafter referred to as the "Tenant").

WITNESSETH

WHEREAS, Landlord and Tenant have entered into a rental agreements;

The first being dated as of November 21, 2006 (the "101 Agreement") relating to certain premises located at 25 Market Street, Space 12A.101 consisting of 1160 sf on the 1st floor and 401sf on the 2nd floor, Mashpee, MA 02649 in the commercial development commonly referred to as Mashpee Commons, on a tract of land located primarily in the Town of Mashpee, County of Barnstable, Commonwealth of Massachusetts more particularly shown on Exhibit "A" annexed to the 101 Agreement; and

The second being dated as of May 1, 2007 (the "202 Agreement" and, together with the 101 Agreement, collectively and individually, the "Agreement" or "Agreements") relating to certain premises located at 25 Market Street, Space 12A.202, consisting of 460 sf on the 2nd floor, Mashpee, MA 02649 in the commercial development commonly referred to as Mashpee Commons, on a tract of land located primarily in the Town of Mashpee, County of Barnstable, Commonwealth of Massachusetts more particularly shown on Exhibit "A" annexed to the 202 Agreement; and

Both Agreements were amended on April 30, 2018 (amendment No. 1)

WHEREAS, the parties hereto desire to amend and modify the Agreements as set forth below.

NOW, THEREFORE, in consideration of the foregoing and for One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. Capitalized terms used herein but not separately defined herein shall have the definition set forth in the Agreement.
2. "Termination Date", is hereby amended from 12/31/21 to 12/31/26. The period of time from 1/1/22 to 12/31/26 is referred to herein as the "Extended Term".
3. Minimum Rent on 12A.101 for the 1160 sf of premises located on the 1st floor will be as follows during the Extended Term:

1/1/22 to 12/31/22	\$27/sf
1/1/23 to 12/31/23	\$27.50/sf
1/1/24 to 12/31/24	\$28/sf
1/1/25 to 12/31/25	\$28.50/sf
1/1/26 to 12/31/26	\$29/sf
4. 2nd floor office space: During the Extended Term Rent with respect to the 401 square feet of 2nd floor office space shall be at the following gross rental amounts:

1/1/22 to 12/31/22	\$18.50/sf
1/1/23 to 12/31/23	\$19.00/sf
1/1/24 to 12/31/24	\$19.50/sf

1/1/25 to 12/31/25 \$20.00/sf
1/1/26 to 12/31/26 \$20.50/sf

5. 2nd floor office space: During the Extended Term Rent with respect to the 460 square feet of 2nd floor office space shall be at the following gross rental amounts:
- | | |
|--------------------|------------|
| 1/1/22 to 12/31/22 | \$18.50/sf |
| 1/1/23 to 12/31/23 | \$19.00/sf |
| 1/1/24 to 12/31/24 | \$19.50/sf |
| 1/1/25 to 12/31/25 | \$20.00/sf |
| 1/1/26 to 12/31/26 | \$20.50/sf |
6. Notwithstanding any language to the contrary in any lease, the Tenant is not required to serve breakfast.
7. Except as expressly provided in this Amendment No. 2 to Indenture of Lease, the terms and provisions of the Agreements, as previously executed by the parties, are hereby ratified and affirmed. Facsimile and .pdf signatures shall be binding as originals. This Amendment No. 2 to Indenture of Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No.2 of lease as a sealed instrument in any number of counterpart copies, each of which counterpart copied shall be deemed an original for all purposes as of the day and year first above written.

MASHPEE COMMONS II LLC

Its sole member

By NMS Associates, Inc. its General Partner

By:

(LANDLORD)

12/21/2021

By:

(TENANT)

Susan J. Muste as president



Town of Mashpee
BOARD OF HEALTH
16 GREAT NECK ROAD NORTH
MASHPEE, MASSACHUSETTS 02649
(508) 539-1426 * Fax (508) 477-0496
boh@mashpeema.gov



MEMORANDUM

TO: Rodney Collins, Town Manager

CC: Wayne Taylor, Assistant Town Manager
Terrie Cook, Administrative Assistant

FROM: Glen Harrington, Health Agent

DATE: January 20, 2022

SUBJ: Update on Santuit Pond Survey, Proposed Sewer Regulation and Enforcement Strategy

The following is an update on items of concern to the Select Board, as discussed at previous joint Select Board meetings.

Status of Santuit Pond Septic Survey

At their scheduled meeting of December 16, 2021, the BOH voted to issue fines of \$100.00 per day for non-compliance if a property had not pumped or inspected. A fine would be assessed if the pumping or inspection was not completed or scheduled by January 6, 2022. As of January 6th, 13 properties were out of compliance. One property owner has appealed the Board's order and the other 12 will receive a letter that includes a daily fine until compliance is met and documented by BOH staff.

Of the 118 properties originally identified in the order, 105 are now considered to have fully complied with both the inspection and pumping component. Among the 105 properties who have now complied with the inspection order, the following determinations were made:

- Pass: 66
- Conditional Pass: 4
- Needs Further Evaluation: 1
- Fail: 19 (includes 7 cesspools)
- Certificate of Compliance: 6
- I/A System: 4
- Other: 3

The Board has yet to determine the next water body to be surveyed. Considerations of the failed systems around water bodies is discussed in the “Proposed Sewers” section below.

BOH Sewer Connection Regulation

The draft BOH Sewer Connection Regulation will be discussed at a hearing on February 17, 2022. As the regulation will have Title 5 implications for I/A systems and abandonment references, MGL c. 111 §31 requires a posting of the hearing for two consecutive weeks in a newspaper of local circulation. The hearing date and proposed regulation will be published to meet that requirement prior to the hearing. Considerations of the draft regulation include:

- Requiring I/A systems to connect, as requested by the Sewer Commission.
- I/A systems are allowed to remain if the system has not been in use for 10 years. If the system is 10 years old, then the property is required to connect.
- Require connection if the I/A system was utilized to obtain more bedrooms, where nitrogen credit was taken, or to allow a reduction in the depth to groundwater.
- Require connection if it is located in a Zone II of a community supply well, or in an area where the CWMP states that all septic discharges must be removed from that watershed.
- Require connection if the required operation and maintenance contract has not been maintained.
- If the property with an I/A system transfers ownership, a 30-day connection order is provided.
- Allow I/A systems in remote areas that are not going to be serviced by public sewer. Provide a requirement to educate the public regarding new I/A technologies and their application. Education can be by public forum or information provided by the BOH via website or email. I/A systems will be used in different applications in the future, and these uses need to be discussed, so that I/A systems are more widely accepted.
- Use of check valves on gravity sewer collection systems to prevent back-ups into occupied structures.
- Require new Title 5 design and installations to have considerations for future connection. The town engineer can be sought to recommend any design or construction criteria that could facilitate hook-up in the future.

The BOH will discuss these criteria at the February 17th hearing, with input and guidance from the Sewer Commission, prior to finalizing the regulation. This regulation will outline and require definitive connection criteria for all types of septic systems, with enforcement.

Proposed Sewers & Failed Septic Systems

At the BOH meeting held on January 6, 2022, the Board discussed strategies for addressing failed septic systems within Phase I of the sewer project. As Title 5 does allow extensions to be granted by the BOH, the Board asked that newly identified failed systems located within Phase 1 of the sewer project be brought to their attention. If an extension is to be considered, a request should come from the property owner, as an agreement must be executed between the BOH and the

owner. A boiler plate letter has been drafted, notifying owners of the failures, and outlining their options to repair/upgrade the on-site system or request an extension up to five years.

The Santuit Pond survey was performed to identify possible hazards around the pond, but properties within Phase 1 have not been addressed. Properties within Phases 1 & 2 may have the ability to obtain an extension for repairs/upgrades, because a sewer plan and funding source are already in place. Properties within Phases 3-5, if required to upgrade, are more likely to get a full life span out of a septic system. The Sewer Commission has agreed to provide a map of the remaining three phases, with approximate timelines for each phase. This will be critical if the BOH is to make informed decisions on the status of failed systems within those phases. The BOH is also considering whether to require all cesspools in town to be upgraded to Title 5 systems within a certain timeframe, versus whether to require upgrades to cesspools within certain phases only. These questions will be better answered upon receipt of the complete sewer map with dates for all five phases.

At the BOH meeting held on January 6, 2022, Sewer Commission Chair Mike Rapacz participated and provided an updated map for Phases 1, and 2A-2E. Phase 1 has an anticipated completion date of 2024-2025 and Phases 2A-2E have a completion date of 2026-2027. The Sewer Commission Chair was asked if construction on Phases 2A-2E would take place simultaneously, and he indicated that the bid specifications will require that all sections of Phase 2 be constructed at the same time.

The decision of whether to require properties within Phase 1 and Phases 2A-2E to pump and inspect has yet to be determined.



TOWN OF MASHPEE


OFFICE OF SELECTMEN

16 Great Neck Road North
Mashpee, Massachusetts 02649
Telephone - (508) 539-1401
bos@mashpeema.gov

MEMORANDUM

Date: January 19, 2022

To: Rodney C. Collins, Town Manager and
Honorable Members of the Board of Selectmen

From: Stephanie A. Coleman, Administrative Secretary 

Re: Appointments to the Board of Registrars and Affordable Housing Committee

Description

1. Discussion and approval of the appointment of Yvonne Courtney to the Board of Registrars as a Member At-Large, term expires March 31, 2023. Attached is a letter of recommendation from the Town Clerk and Ms. Courtney's letter of interest.
2. Discussion and approval of the appointment of Kayla Baier to the Affordable Housing Committee as a Member At-Large, term expires June 30, 2022. Attached is a letter of recommendation from the Chair of the Committee, Ms. Baier's letter of interest and resume.

"Preserving public trust, providing professional services"

Deborah Dami, MMC, CMMC
Town Clerk
508-539-1418
ddami@mashpeema.gov



Office of the Town Clerk
Mashpee Town Hall
16 Great Neck Road North
Mashpee, MA 02649

To: Board of Selectmen
Town Manager

From: Deborah F. Dami
Town Clerk

Date: January 19, 2022

Re: May 21, 2019 Annual Town Election

On December 31, 2021, I reached out to the Mashpee Democratic Committee to advise them of Margaret Bent's recent resignation and to ask if a member of the MDC would be interested in serving on the Board of Registrars.

Ms. Yvonne Courtney, a former teacher of mine, promptly expressed an interest in serving on Mashpee's Board of Registrars. Ms. Courtney has volunteered in many capacities on election day and she is also very involved with the Democratic Party.

I believe that Ms. Yvonne Courtney will serve well as a Registrar and it would be my pleasure to work again with her. At this time I would ask that you appoint Ms. Courtney to fulfill the remainder of Ms. Bent's term through March 31, 2023.

Yvonne E. Courtney

Mashpee, Ma 02649

December 31, 2021

Re: Request for Member of the Board of Registrar

Dear Board of Selectmen:

I would like to be considered to be a member of the Board of Registrar because I have a strong commitment to democracy as well as experience in the electoral process.

As a resident of Mashpee since 1974, I have volunteered to work at elections, voted in elections and attended town meetings. I am elected to the Democratic Town Committee and organized many meetings as well as caucuses. For thirty years I was Falmouth High School teachers in the fields of history and social studies.

I would be delighted to receive this appointment.

Sincerely,

Yvonne E. Courtney
CC: Collins



Mashpee Affordable Housing Committee
Mashpee Town Hall
16 Great Neck Road North, Mashpee, MA 02649

January 19, 2022

Selectman Carol Sherman, Select Board Chairperson
16 Great Neck Road North, Mashpee, MA 02649

Subject: Recommendation on the Consideration of Ms. Kayla Baier
For an Appointment on the Affordable Housing Committee

Dear Selectman Sherman:

Recently, I had the pleasure of hearing about Ms. Kayla Baier's interest in being considered for an appointment on the Affordable Housing Committee. Subsequently, I contact her and arranged an interview to determine her potential for contributing to the mission of the Committee in its advisory role to the Select Board on matters involving the affordable housing needs in Mashpee.

After interviewing Ms. Baier it is my view that her background not only shows she is deeply involved in affordable housing, but also that her diverse interests and experience indicates she would be a valuable addition to the Committee membership. Ms. Baier currently serves as the Director of Property Management for the Community Development Partnership responsible for maintaining CDP's 100 affordable housing rental units on the Lower Cape and overseeing its million dollar annual budget. During her time with CDP she met the requirements to be a Certified Occupancy Specialist, a professional certification issued by the National Center for Housing Management.

Prior to her work at CDP Ms. Baier served a number of years in the AmeriCorps Cape Cod program, initially for one year as a program supervisor to 13 AmeriCorps members coordinating service projects with non-profits involving environmental conservation and disaster preparedness. After leaving AmeriCorps she return a year later Ms. Baier to serve as Program Specialist, then Program Coordinator for AmeriCorps Cape Cod operating out of Barnstable County Government. In this capacity she was responsible for the fiscal and program management for AmeriCorps Cape Cod programs with a budget of about \$750,000, plus staff training, website management, inter-governmental relations and meetings with stakeholders.

In between her two AmeriCorps jobs, Ms. Baier spent a year earning her real estate license and acquiring a financial background at Boardwalk Business Group where she managed the accounting for 2 Cape nonprofit businesses: Champ Homes & Wellfleet SPAT (Shellfish Promotion & Training).

Kayla Baier's diverse experience has been entirely on the Cape since graduating from St Mary's College of Maryland with a B.A. in Sociology. Her broad background of service on the Cape makes her an excellent candidate for appointment to the Affordable Housing Committee. Since moving to Mashpee where she owns a home on Cotuit Road, she has been interested in finding a way to serve the community in which she lives. I believe we would be well served to grant her the opportunity to fill a Committee vacancy.

Therefore, I respectfully recommend Kayla Baier be appointed by the Select Board to fill the vacancy on the Affordable Housing Committee that will be created when Bruce Willard's resignation becomes effective on January 31, 2022.

Allan Isbitz, Chairperson
Affordable Housing Committee

Kayla Baier

January 5, 2022

Mashpee Town Hall
16 Great Neck Road North
Mashpee, MA 02649

Dear Mashpee Selectboard,

It is with great excitement that I submit my interest for your review for a seat on the Affordable Housing Council. Now more than ever, affordable housing is a critical need for Mashpee. The region cannot continue to thrive without local, affordable housing for the workforce and our most vulnerable populations. I was drawn to this opportunity because it blends my passion of advocating for affordable housing and serving the town I have the privilege of living in. As you review my resume, you will see that my current and past roles translate well to being a committee member.

In my current role as the Director of Property Management with the Community Development Partnership, I manage 100 Affordable Housing units in the Lower and Outer Cape towns. It is rewarding and concerning to see first hand the need of every single unit we provide.

In my past role as Program Coordinator for AmeriCorps Cape Cod, I negotiated contracts with municipal, county, federal, and nonprofit entities as well as oversaw routine and emergency maintenance of the program housing, periodic health and safety inspections. As the leader of the program, I regularly served as the representative to the community, as well as at commissioner meetings, board meetings, with the media, and with our community partners which included all levels of government and a broad selection of local non-profits.

Additionally, I spent a year as a licensed real estate agent on Cape Cod. My real estate experience has also provided me with an understanding of the Cape Cod market and the intricacies of real estate transactions.

My passion for creating affordable housing on the Lower Cape paired with the skills I have gained over my career uniquely qualifies me to be a positive addition to your Council. I look forward to meeting with you and discussing my qualifications more.

Sincerely,

Kayla Baier

Kayla Baier

Work History

Director of Property Management

December 2020-Present

Community Development Partnership; Eastham, MA

- Manage a one-million-dollar operating budget for 100 affordable housing rental units, including budget creation, procurement, and invoice processing;
- Ensure compliance of the Affirmative Fair Housing Marketing Plan and Resident Selection Plan from these different funding developers; Multifamily Housing Program (MHP), Department of Housing and Community Development (DHCD), HOME Investment Partnerships Program, and U.S. Department of Agriculture (USDA);
- Ensure properties are in compliance with safety codes on the state and town level;
- Supervise property management administrator and two maintenance technicians;
- Coordinate communications between resident, maintenance staff, and vendors.

Program Coordinator

July 2019-December 2020

AmeriCorps Cape Cod; Barnstable County, MA

- Oversee fiscal and programmatic management for a 24-member residential environmental and disaster services AmeriCorps program operating out of Barnstable County Government;
- Ensure compliance with county, state, and federal policies and regulations including National Service Criminal History Checks, state procurement law and CFR 200;
- Responsible for the management of a total budget of \$745,642 of county and federal funds including budget creation, procurement, and invoice processing;
- Coordinate routine and emergency maintenance and upkeep of four program houses;
- Coordinate member recruitment and training, including recruitment, training, and development of three staff members;
- Responsible for program outreach including website management (WordPress), press releases, monthly and annual reports, and regular meetings with local and state politicians, grant funders, site partners, 15 Advisory Board members, and other program stakeholders.

Program Specialist

October 2018-July 2019

AmeriCorps Cape Cod; Barnstable County, MA

- Managed 80+ community partners for 24 AmeriCorps members;
- Represented AmeriCorps program to the Barnstable County Regional Emergency Planning Committee;
- Developed and managed social media network including Facebook, Twitter, Instagram, and LinkedIn;
- Maintained performance measure tracking database for program.

Bookkeeper

January 2018-October 2018

Boardwalk Business Group, LLC; Barnstable County, MA

- Managed billing, payroll, account reporting, and monthly reconciliation with QuickBooks for two local non-profits: Wellfleet Shellfish Promotion and Tasting, Inc. and Champ Homes;
- Designed and implemented organizational systems to track client fees, daily donations, and other income.

Real Estate Agent

William Raveis, Barnstable County, MA

May 2018-October 2018

Today Real Estate, Barnstable County, MA

October 2017- May 2018

- Performed tasks such as managing client folders on Microsoft 365, creating home searches for clients, and preparing online and physical documents for signing;
- Developed mass mailing campaigns for client recruitment and development;
- Organized and updated Moxi Works (database for all contacts).

Program Supervisor

August 2016-September 2017

AmeriCorps Cape Cod; Barnstable County, MA

- Worked as a live-in supervisor to 13 AmeriCorps members, performing tasks such as rooms assignments, purchasing, program rule enforcement, weekly meetings, house cleaning and repairs, conflict resolution, service learning, and program tool and vehicle upkeep;
- Coordinated bi-weekly service projects with local, state, Federal, and non-profit entities ranging from environmental conservation to disaster preparedness and response;
- Worked as an on-site manager and liaison between project sponsors and AmeriCorps members;
- Facilitated member development through effective trainings and bi-annual evaluations;
- Participated in the selection process for the following year's members and staff.

Education & Certifications

Bachelor of Arts in Sociology

Graduated May 2016

St. Mary's College of Maryland, St. Mary's City, MD

Certified Occupancy Specialist

February 2021

National Center for Housing Management



December 17, 2021

Andrew Gottlieb
Executive Director

RE: Opposition to Pilgrim Discharge of Radioactive Water into Cape Cod Bay

BOARD OF DIRECTORS

Eliza McClennen
President

Steven Koppel
Vice President

Bob Ciolek
Treasurer

Jack Looney
Clerk

John Cumbler

Margo Fenn

Joshua Goldberg

DeeDee Holt

Thomas Huettner

Pat Hughes

Elysse Magnotto-Cleary

Blue Magruder

Stephen Mealy

Wendy Northcross

Kris Ramsay

Robert Summersgill

Charles Sumner

Taryn Wilson

Dear Local Leader:

As the Cape Cod region's leading nonprofit environmental advocacy and education organization, the Association to Preserve Cape Cod is very concerned about the recent proposal by Holtec International, the owner of the Pilgrim Nuclear Power Station, to discharge up to one million gallons of radioactive water from the plant's reactor vessel and spent-fuel pool into Cape Cod Bay.

The release of this contaminated water directly threatens our region's public health, the environment, and our local economy. The impact such a discharge would have on Cape Cod Bay's diverse and fragile ecosystems is unknown. Human exposure through the consumption of contaminated shellfish and finfish raises troubling health concerns that also lead to ramifications for our coastal economy, our commercial fisheries, and the many businesses that rely on tourism dollars.

Although Holtec has walked back from its plans for near-term discharge of contaminated water into Cape Cod Bay in 2022, APCC believes it is imperative that state and federal regulatory agencies and our elected officials understand that Cape Cod communities stand in firm opposition to any future proposal by Holtec to release radioactive water from Pilgrim into the bay.

APCC encourages your town to go on record as opposing any plan to discharge radioactive wastewater into Cape Cod Bay. We have included a sample letter to act as a guide in communicating to policy makers on this issue, along with the contact information for recommended recipients.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Andrew Gottlieb
Executive Director

Sample Letter

Dear ____:

The (town body) voted on (date) to go on record as opposing Holtec International's plan to discharge one million gallons of radioactive water from the Pilgrim Nuclear Power Station's reactor vessel and spent fuel pool into Cape Cod Bay.

As a Cape Cod community, we are very concerned about the potential adverse impacts Holtec's proposed action would have on our region's public health, the environment, and the local economy.

Designated as a State Ocean Sanctuary in 1970, Cape Cod Bay is recognized for its ecological diversity and significance. Its marine and coastal habitats support many commercially important fish and shellfish species, as well as state and federally listed birds and marine mammal species. In late winter and spring, the bay serves as a rich feeding ground for the critically endangered North Atlantic right whale.

Yet Cape Cod Bay's ecological bounty also underscores its environmental fragility. Cape Cod Bay is unique in that it is a semi-enclosed embayment that is not conducive to dilution and disbursement of pollutants. The cumulative effects of radiation combined with the enclosed nature of the bay translate into too many unknown risks to make the proposed discharge acceptable. From a human health perspective, the potential for bioaccumulation of radiation in shellfish and finfish that are used as food sources is of great concern to us. These health concerns also translate into potential threats to our coastal economy, with ramifications for our commercial fisheries as well as the many businesses that rely on tourism dollars.

Discharging the contaminated water into Cape Cod Bay is not the only option available to Holtec. Instead of releasing the water into the bay, the company has other alternative actions to take that include storing the water at the site, employing evaporation, or trucking the water to another location. There is too much at stake to gamble with the health of the region's environment and its residents by permitting Holtec to use Cape Cod Bay as its dumping ground simply because it is cheaper for the company to do so.

We therefore state our strong opposition to any plans by Holtec International to discharge water containing radiation or other contaminants into Cape Cod Bay.



List of Contacts

Governor Charlie Baker
Massachusetts State House
24 Beacon St.
Office of the Governor
Boston, MA 02133

Massachusetts Attorney General Maura Healey
Attorney General's Office
1 Ashburton Place, 20th Floor
Boston, MA 02108

U.S. Senator Elizabeth Warren
309 Hart Senate Office Building
Washington, DC 20510

U.S. Senator Edward Markey
255 Dirksen Senate
Office Building
Washington, DC 20510

U.S. Representative William Keating
2351 Rayburn HOB
Washington, DC 20515

State Senator Julian Cyr
State House, 24 Beacon St.
Room 312-E
Boston, MA, 02133

State Senator Susan Moran
State House, 24 Beacon St.
Room 506
Boston, MA, 02133

State Representative Sarah Peake
State House, 24 Beacon St.
Room 7
Boston, MA, 02133

State Representative Timothy Whelan
State House, 24 Beacon St.
Room 542
Boston, MA, 02133

State Representative Kip Diggs
State House, 24 Beacon St.
Boston, MA, 02133

State Representative David Vieira
State House, 24 Beacon St.
Room 167
Boston, MA, 02133

State Representative Dylan Fernandes
State House, 24 Beacon St.
Room 472
Boston, MA, 02133

State Representative Steven Xiarhos
State House, 24 Beacon St.
Boston, MA, 02133

Christopher T. Hanson, Chairman
U.S. Nuclear Regulatory Commission
Washington, DC 20555-0001

Michael S. Regan, Administrator
U.S. Environmental Protection Agency
Office of the Administrator, 1101A
1200 Pennsylvania Avenue, N.W.
Washington, DC 20460

Deborah Szaro, Acting Region 1 Administrator
U.S. Environmental Protection Agency, Region 1
5 Post Office Square - Suite 100
Boston, MA 02109-3912

Martin Suuberg, Commissioner
Massachusetts Department of Environmental Protection
1 Winter St.
Boston, MA 02108

