

**TOWN OF CONCORD
SELECT BOARD MEETING
August 29, 2022 | 6:30 PM
TOWN HOUSE
22 MONUMENT SQUARE**

SECOND FLOOR MEETING ROOM AND VIA ZOOM
<https://us02web.zoom.us/j/82434865919?pwd=RWJQTFCxM0Rlc2grZktBdlFPdy9MZz09>

Meeting ID: 824 3486 5919

Passcode: 622042

AGENDA

#	Time*	Agenda Item
1.	6:30pm	Call to Order
2.		<p>Consent Agenda</p> <ul style="list-style-type: none"> • Town Accountant Warrant: August 11, 2022; August 18, 2022 • One Day Special Liquor License Applications: <ul style="list-style-type: none"> ○ Indignant Brewing Co LLC dba Winter Hill Brewing/The Outpost Beer Garden, 105 Keyes Road, on September 17, 2022, from 12:00-5:00pm, Wine & Malt Beverages Only ○ Indignant Brewing Co LLC dba Winter Hill Brewing/The Outpost Beer Garden, 105 Keyes Road, on October 1, 2022, from 12:00-5:00pm, Wine & Malt Beverages Only ○ Indignant Brewing Co LLC dba Winter Hill Brewing/The Outpost Beer Garden, 105 Keyes Road, on October 15, 2022, from 12:00-5:00pm, Wine & Malt Beverages Only • Sunday Entertainment License Application <ul style="list-style-type: none"> ○ The Concord Players, Inc, of 51 Walden Street, from 2:00-5:00pm on: <ul style="list-style-type: none"> ▪ November 13, 2022 ▪ February 19, 2023 ▪ April 30, 2023 ▪ May 7, 2023 • Gift Acceptance: <ul style="list-style-type: none"> ○ \$26,424 from the Trustees of Town Donations to the Beede Center Capital Reserve Account ○ \$5,000 from the Concord Carlisle Community Chest to the Concord Recreation Summer Camp Scholarship Gift Account ○ \$2,500 from Plug Power Inc. to the West Concord Mural Project ○ \$1,000 from Mark & Terry Robertson to the Council on Aging ○ \$17,945 from the Concord-Carlisle Community Chest, Inc. to the Council on Aging Gift Accounts
3.		Town Manager's Report
4.		Chair's Report
5.	6:45pm	Public Hearing: Application for Transfer of Liquor License, Pledge of Inventory, and Pledge of License from Dinos GMAA, LLS DBA Dino's Kouzina & Pizzeria located at 1135 Main Street to RK Earth Corp DBA Dino's Kouzina Corp.

6.	6:55pm	Public Hearing: Application for a Storage of Inflammable Fluids License for the storage of liquefied petroleum gas from Heritage Pool & Racquet Club located at at 155 Old Bedford Road
7.	7:00pm	Appointment of Town Treasurer
8.	7:05pm	Update on Concord Middle School Building Project
9.	7:50pm	Update on Fossil Free Fuel Pilot
10.	8:05pm	Discussion of Additional Handicapped Parking Spots in the Stow Street Parking Lot—Concord Free Public Library
11.	8:25pm	Vote to Approve Election Worker Appointments
12.	8:30pm	Discussion of the Concord 2025 Executive Committee Charge
13.		Public Hearing: Grant of Location Petition by National Grid to relay approximately 470 feet of 2-inch Coated Steel (1930) gas main with 470 feet of 2-inch Plastic in Davis Court from Bedford Street to end at #47 Davis Court. Applicant has requested a continuance
14.		Public Hearing: Grant of Location Petition by National Grid to relay approximately 250 feet of 4-inch Plastic main in Lowell Road with approximately 250-feet of 8-inch Plastic main from the existing 8-inch plastic main to house #925 Lowell Road. Applicant has requested a continuance
15.		Public Hearing: Grant of Location Petition by National Grid to extend its existing 2-inch plastic main in Simon Willard Road approximately 480 feet to serve an existing residence located at #398 Simon Willard Road. Applicant has requested a continuance
16.		Public Hearing: Grant of Location Petition by National Grid to relay approximately 805 feet of 2-inch, coated steel (1930) and approximately 150 feet of 2-inch, plastic (2013) with approximately 955 feet of 2-inch, plastic in Crescent Rd from #42 Crescent Rd to the end of main at #138 Crescent Rd; and to relay approximately 735 feet of 2-inch, coated steel (1930) with approximately 735 feet of 2-inch, plastic in Hosmer Rd from Nashoba Rd to Crescent Rd; and to relay approximately 710 feet of 2-inch, coated steel (1930) with approximately 710 feet of 2-inch, plastic in Garland Rd from Crescent Rd to Nashoba Rd; and to relay approximately 465 feet of 2-inch, coated steel (1957) with approximately 465 feet of 2-inch, plastic in Wilson Rd from Nashoba Rd to end of main at #59 Wilson Rd; and to relay of approximately 860 feet of 2- inch, coated steel (1957) with approximately 860 feet of 2- inch, plastic in Nashoba Rd from Hosmer Rd to end of main at #321 Nashoba Rd; and to relay of approximately 480 feet of 2- inch, coated steel (1930) with approximately 480 feet of 2- inch, plastic in Nashoba Rd from Garland Rd to the existing 2- inch, coated steel at #144 Nashoba Rd. Applicant has requested a continuance
17.	8:35pm	Committee Nominations: Robert Andrews, of 32 Staffordshire Lane, to the Commission on Disability
18.	8:40pm	Committee Appointments: Dr. Robert Munro, of 1400 Lowell Road, to the 2025 Executive Committee for a term to expire December 31, 2026; Helene Clayton, of 31 Black Birch Lane, to the West Concord Junction Cultural District Committee for a term to expire April 30, 2025; Farhanah Sheets, of 69 Riverside Avenue, to the Library Committee for a term to expire April 30, 2025; Lucy Rosborough, of 56 Elm Street, to the Hugh Cargill Trust Committee for a term to expire April 30, 2025;
19.	8:45pm	Select Board Liaison Reports
20.	8:50pm	Correspondence
21.	8:55pm	Public Comment
22.	9:00pm	Adjourn

**Times are approximate and subject to change*

Current Board and Committee Vacancies
Board of Health
Comprehensive Sustainability and Energy Committee

Concord 2025 Executive Committee
Concord Housing Development Corporation (CHDC)
Concord Local Cultural Council
Conservation Restriction Stewardship Committee
Council on Aging
Cultural Council
Economic Vitality Committee
Historic Districts Commission
Library Board
Natural Resources Commission
PEG Access Advisory Committee
Personnel Board
Planning Board
Public Ceremonies and Celebrations Committee
Transportation Advisory Committee
Trustees of Donations
West Concord Advisory Committee
West Concord Junction Cultural District
White Pond Advisory Committee (WPAC)
Zoning Board of Appeals

Town of Concord

SELECT BOARD'S OFFICE

Memorandum

DATE: August 25, 2022
TO: Concord Select Board
FROM: Michael Gibbons, Senior Administrative Assistant
SUBJECT: Requested Licenses

The Concord Players, Inc of 51 Walden Street is seeking a Sunday Entertainment License for four dates, listed below. The applicant has fulfilled the requirements of the application and paid the requisite fees. I recommend the Select Board grant a Sunday Entertainment License to The Concord Players, Inc. for:

- November 13, 2022 from 2:00 p.m. to 5:00 p.m
- February 19, 2023 from 2:00 p.m. to 5:00p.m.
- April 30, 2023 from 2:00 p.m. to 5:00 p.m.
- May 7, 2023 from 2:00 p.m. to 5:00 p.m.



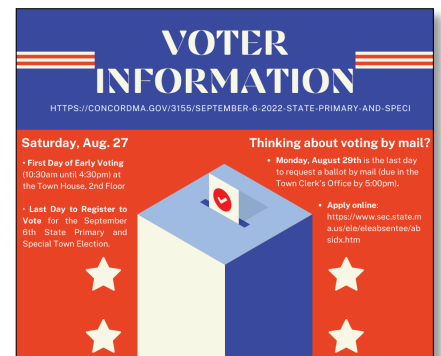
TOWN OF CONCORD

Office of the Town Manager

Operational Status Reports & Departmental Updates

For the Week Ending August 26, 2022

- TMO staff attended a webinar by the National League of Cities on preparing grant applications for federal dollars under the Bipartisan Infrastructure Act. This is a substantial grant training program devoted to the Bipartisan Infrastructure Act. Town staff are busy learning more about the federal application requirements and reporting and compliance requirements.
- Concord was mentioned in the Boston Globe as one of ten possible communities eligible to participate in the Department of Energy Resources Fossil Fuel Ban “demonstration project.”
<https://www.bostonglobe.com/2022/08/14/science/ten-cities-towns-are-poised-ban-fossil-fuels-new-buildings/?p1=BGSearch Overlay Results> The Town Manager has issued a request letter to the Commissioner of the Department of Energy Resources to obtain an application to participate in the “demonstration project.”
- TMO Staff are working with various committee volunteers to prepare a MA Department of Environmental Protection Technical Assistant Grant application submission for the 2229 Main Street site regarding environmental remediation.
- The Clerk’s Office and Elections team have been preparing for the September 6 State Primary and Special Town Election. Early voting will start on Saturday, August 27, 2022 at the Town House, 2nd floor from 10:30 a.m. to 4:30 p.m. More information can be found [here](#).



Public Safety

Police Department

Activity Log Aug 18 – Aug 24

Log items	864
Traffic Enforcement	69
Motor Vehicle Stops	132
Arrests	1

- The schools will be opening next week, and the Police Department reminds people to drive carefully and expect increased pedestrian and bicycle activity before and after school hours. Extra patrols will be added for traffic enforcement near schools and along bus routes. Anyone with safety concerns can contact the department’s Safety Officer Ron Holsinger at rholsinger@concordma.gov or 978-318-3445. The Department has begun assigning officers to **traffic enforcement** around schools in order remind people to obey speed limits as children will soon be returning to the schools.

- On August 21 a dog went missing from a yard on Border Road and it is presumed it may have been taken by a coyote. The Police Department recognizes that many residents want to let their dogs run freely but we are sharing the following from Mass Wildlife; “Although free roaming pets are more likely to be killed by automobiles than by wild animals, coyotes do view cats and small dogs as potential food, and larger dogs as competition. For the safety of your pets, keep them leashed at all times. Additionally, feed your pets indoors. Outdoor feeding can attract many wild animals.” More information regarding coyotes can be located by using the [following link](#).

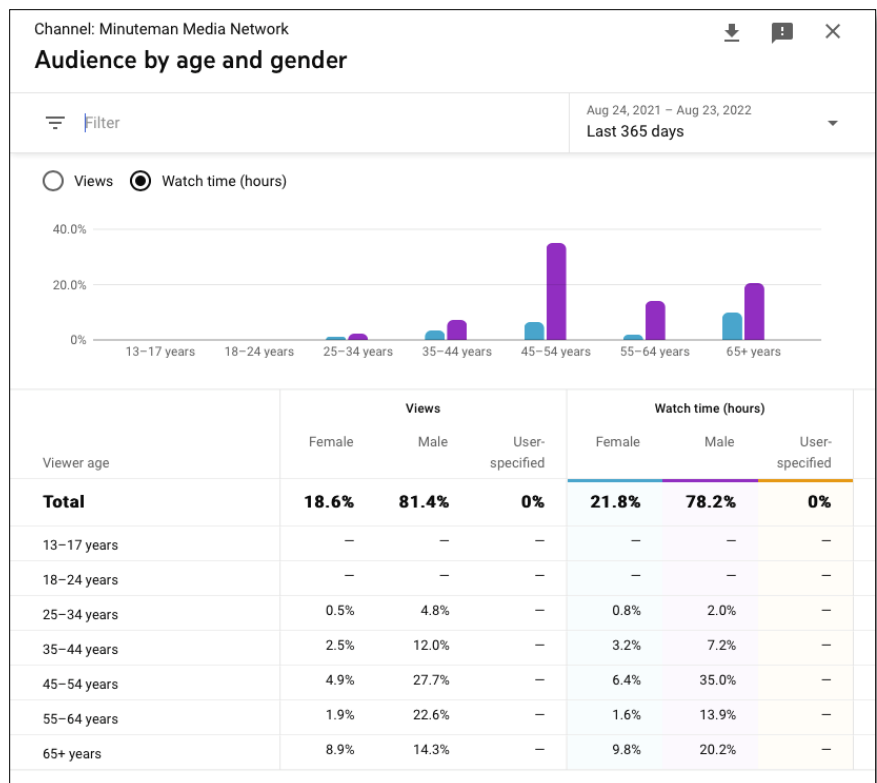
Fire Department

- Calls for service:** The fire department responded to 94 calls for service during the week. Engine 5 responded with a District Brush Fire Strike Team to the City of Marlborough on 8/19/22. This fire is one of several large fires occurring at the same time around the state.
- Training:** Fire Prevention Inspector, Lt. Dave Nichols arranged for the department to host a training session about the hazards of firefighting around solar equipment and energy storage systems. The speaker was provided by the solar equipment manufacturer, Enphase. The training was well attended with staff from the Building Department, CMLP, and area fire departments.

Minuteman Media Network

- Training on the new equipment continues by Matt, Tory, and Mark. The new Sony cameras are a game changer for the creative part of our productions. Being able to film in low light (think candlelight vigils) will enable other high-quality town promotions and paid commercial work. The team is very excited to have these high-quality cameras.
- Working on the replacement equipment for Carlisle Town Hall meeting room. Mark as a meeting with the new Carlisle Town Administrator, Ryan McLane, next week to go over the plan.
- MMN YouTube Channel is at 910 subscribers (+8 in the last 28 days). We should do something special when we break 1k!

- Interesting metrics from YouTube:
 - The largest age group of our viewers is 45-54 years old, with 55 – 64 coming in second.
 - Over the last 365 days the top 25 watched videos, 8 were of public interest, 7 were school committee meetings, 6 were school events and 4 were town committee meeting.





Channel

Minuteman Media Network

COMPARE TO...

Videos

Aug 24, 2021 - Aug 23, 2022

Last 365 days

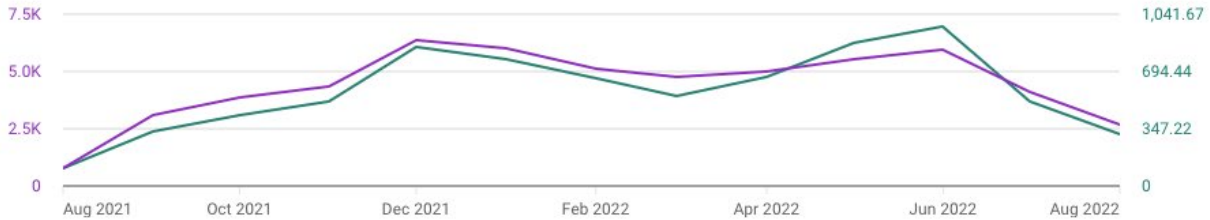
Content Traffic source Geography Cities Viewer age Viewer gender More

Views by: Content

Watch time (hours) by: Content

Line chart

Monthly



Content	Views ↓	Average view duration	Watch time (hours)
Total	57,634	7:49	7,517.5
Concord COA Presents - The Majest...	8,200 14.2%	15:45	2,154.3 28.7%
Carlisle Board of Selectmen Septem...	1,384 2.4%	1:26	33.3 0.4%
Concord Carlisle Joint School Com...	1,116 1.9%	2:28	46.0 0.6%
A community reading of Frederick D...	982 1.7%	1:02	16.9 0.2%
League of Women Voters Concord C...	951 1.7%	8:35	136.2 1.8%
Concord Middle School Building Co...	902 1.6%	2:49	42.4 0.6%
Concord-Carlisle Joint School Com...	889 1.5%	0:42	10.6 0.1%
Concord Zoning Board of Appeals - ...	760 1.3%	0:47	10.0 0.1%
Concord-Carlisle High School Choru...	711 1.2%	3:08	37.1 0.5%
LWVCC 1st Friday Concord ATM War...	645 1.1%	16:53	181.5 2.4%
Concord-Carlisle High School Fall Ch...	572 1.0%	5:32	52.9 0.7%
Reading of Paul Revere's Ride April 1...	502 0.9%	1:29	12.5 0.2%
Concord-Carlisle High School Gradu...	495 0.9%	5:45	47.6 0.6%
CCHS Boys Varsity Lacrosse CHAM...	486 0.8%	11:04	89.7 1.2%
Concord-Carlisle Joint School Com...	466 0.8%	10:39	82.8 1.1%
Concord-Carlisle Joint School and C...	463 0.8%	10:34	81.6 1.1%
Concord-Carlisle High School Choru...	442 0.8%	1:41	12.4 0.2%
Honor Your Hometown - Concord M...	432 0.8%	1:00	7.3 0.1%
Concord School Committee - 2019-0...	427 0.7%	1:51	13.2 0.2%
Concord Carlisle High School Gradu...	362 0.6%	3:12	19.3 0.3%
Concord Carlisle Joint School Com...	357 0.6%	13:49	82.3 1.1%
West Concord Open Doors	343 0.6%	2:39	15.2 0.2%
Concord-Carlisle Joint School Com...	342 0.6%	4:55	28.1 0.4%
Updates In Lyme Disease March 2017	335 0.6%	14:11	79.2 1.1%
Concord-Carlisle High School - Pris...	320 0.6%	2:45	14.7 0.2%

Commonwealth Avenue Construction – National Grid completed work on the gas service lines to businesses. The schedule for tying over the gas main to the side streets has not been finalized. Work on providing water and sewer connections for a future development at 13B Com Avenue was completed during the night of Wednesday 8/25. CMLP is scheduling the replacement of an underground concrete vault and the remaining street lights. Road reconstruction by the Town’s contractor, Newport is scheduled to begin in mid-September.

Stow Street Parking Lot Reconstruction – The contractor, Newport has performed the pavement reclamation and the paving of the asphalt binder layer. Work will continue on the construction of curbing, handicap access ramps and walkways.

Hubbard Street Reconstruction – The sidewalks and road are being prepared for final paving in the week of 8/28/2022.

BFRT Crossing Lights at Old Marlborough Rd – CPW’s contractor for traffic signal maintenance continues to troubleshoot the operational issues of the malfunctioning of the flashing beacons. They have indicated that tree growth and cover may be impacting the operations of the system.

Soccer Field Preparation: CPW has started prepping the grass turf athletic fields for fall sports use. Highway & Grounds staff work closely with Concord Recreation staff and Concord-Carlisle Youth Soccer volunteers to coordinate field use. CPW staff have started marking soccer fields and installing soccer goals on the fields for use by the youth sports organizations. CPW will continue to paint fields weekly throughout the fall sports season.

Drought and Water Supply Management Update: With the risk of wildland fires increasing due to below average precipitation across the state, Energy and Environmental Affairs (EEA) Secretary Beth Card has recently reaffirmed that “Massachusetts continues to experience drought conditions in all regions of the state, which is not only depleting public water supplies, but is also elevating the risk of wildland fires,” “It is critical that we all practice water conservation methods and adhere to local requirements to decrease the stress on our water systems and ensure essential needs, such as drinking water, habitats and fire suppression, are being met.” Concord Water is pleased to report that local and regional conservation messaging has resulted in a noted reduction in seasonal water demand.

	Seasonal Water Demand Management Plan			Emergency Response Plan
	Seasonal Water Conservation Advisory	Lawn Watering Restriction	Lawn Watering Ban	
	Best Management Practices	State of Water Supply Conservation Enacted by the Public Works Commission		Water Supply Emergency
		Statewide Restrictions by Use		Water Supply Emergency
Outdoor Water Use Activities	Lawn & Turf Watering	Restrictive ** 1 Day per Week 1 Day per Week	Restrictive ** Water Before 10AM or After 5PM Hand-held watering only with an automatic shut-off device	Prohibited **
	In-ground Irrigation Systems & Sprinklers	Prohibited **	Prohibited **	Prohibited **
	Lawn & Turf Watering	OK	Restrictive ** Water Before 10AM or After 5PM Hand-held watering only with an automatic shut-off device	Prohibited **
	Hand-Held Watering & Drip Irrigation Systems	OK	OK	Prohibited **
	Flower Beds, Shrubs, Trees & Veg. Gardens	OK	OK	Prohibited **
	Private Residential Swimming Pools	OK Filling or Topping off	Restrictive ** Topping Off Only	Prohibited ** No Filling or Topping off
	Washing Vehicle/Boat at home	OK Washing Vehicle/Boat at home with an automatic shut-off hose or bucket	Restrictive ** Washing Vehicles at home with an automatic shut-off hose or bucket	Prohibited ** Bring to Commercial Car Wash
Ornamental Fountains	OK	Restrictive ** Restricting Water City	Prohibited **	
Pressure Washing	OK	Restrictive ** Prohibit spraying. Spray nozzles should not be used. Use 1.5 gallons per minute. Note: The number of gallons of clean, filtered, chlorine-free water is not included in this table. Additional restrictions may apply to certain activities.	Prohibited **	

Department of Planning and Land Management

Economic Vitality & Tourism

- **Visitor Center planning a celebration:** This week the EVT Manager, with the help of the Public Information Officer, sent out a press release announcing the 20th anniversary of the Concord Visitor Center

at its current location and the offer of free tours to all Concord Residents during the week of September 12th. Living Concord has already picked up this event and is promoting it.

- **International Travel update:** EVT Administrative Assistant Cindy Keene attended a webinar on International Travelers and reported that sales for NE travel are exceeding 2019 levels, that residents from over 107 different countries are booking New England experiences, and the top international markets are Canada, UK, Germany, Ireland, and Australia. Unlike domestic travelers, international travelers tend to stay longer, do off-peak travel, and cancel less frequently.

Planning

- **Planning Board meeting of August 23rd:** The Planning Board reviewed and updated its designated tasks identified in the Envision Concord Action Items Implementation Chart, which will be sent to the Town Manager, Select Board and other boards and committees next week. The Board also authorized the lot release of Lot 3, 41 McCallar Lane from the Restrictive Covenant.
- **3 Housing Issues:** 1) The Planning Division has re-issued a Request for Proposals seeking an additional Senior Housing Consultant staff person for the Regional Housing Services Office; proposals are due September 27th. 2) The Housing Roundtable – a meeting coordinated with the Concord Housing Authority, Concord Housing Development Corporation, Concord Municipal Housing Trust, and Concord Housing Foundation – is scheduled for Tuesday evening, August 30th; the agenda includes a discussion of proposed goals and strategies for the Housing Production Plan, an update on current housing projects for each group and discussion of possible applications to the Community Preservation Committee due September 16th. 3) The 2nd public forum on the Housing Production Plan is scheduled for Wednesday, September 14, 2022; pre-registration is required.

Let us know that you are coming! Use this QR code or follow the link below to register for free:



<https://tinyurl.com/ConcordHPPForum2>

Health

- **White Pond Update:** Phycocyanin (a measure of cyanobacterial biomass) measured at the Town Beach, Deep 2 and Thoreau Cove sites was similar to, or slightly less than, what was observed last week. Overall the cyanobacterial biomass is decreasing in the Pond. It is very likely that the density of *Dolichospermum* cells has decreased compared to earlier weeks in the summer and it is unlikely that bloom conditions will emerge at this time. We are going to move to a bi-weekly testing schedule and will communicate out bi-weekly as well. If anyone observes any other changes in the pond, please let us know through the report a bloom.
- **COVID updates:** Concord's Public Health Nurse reports there have been updates to the CDC (<https://www.cdc.gov/media/releases/2022/p0811-covid-guidance.html>) and MDPH guidance when exposed to COVID positive individuals or when you test positive for COVID:
 - If you were exposed to a COVID-positive case, you should mask around others for 10 days.
 - Test on day **6**. THIS IS NEW!
 - If you have an exposure to COVID, develop symptoms of illness and have tested negative on home antigen tests, PLEASE obtain a more sensitive PCR. <https://www.mass.gov/info-details/find-a-covid-19-test>
 - Studies have shown that the BA.5 variant **may** not be "picked up well" on antigen tests.

- If you are in an office setting where there have been a couple of exposures to positive cases, people are highly encouraged to mask up to protect themselves. You can get 3 rounds of free tests from the government and the latest shipments contain 8 tests per household. Order here: <https://www.covid.gov/tests>
- Unfortunately, recent COVID infections and up-to-date vaccination status have no bearing on the close contact guidance anymore.

TRANSFER OF LICENSE

To apply for a transfer of alcoholic beverages retail license, you will need the following:

- **\$200 Fee** paid online through our online payment link: [ABCC PAYMENT WEBSITE](#)
- **Monetary Transmittal Form**
- **DOR Certificate of Good Standing** This must be obtained by the seller, not the buyer.
- **DUA Certificate of Compliance** This must be obtained by the seller, not the buyer.
- **Transfer Application**
- **Manager Application**
- **Vote of the Entity**
- **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
- **CORI Authorization Form** Complete one for each individual with financial or beneficial interest in the entity that is applying AND one for the proposed manager of record. *This form must be notarized with a stamp or raised seal.*
- **Purchase and Sales Agreement**
- **Proof of Citizenship** for the proposed Manager of Record.
- **Supporting Financial Records** for all financing and or loans, including pledge documents, if applicable.
- **Legal Right to Occupy**, a lease or deed.
- **Floor Plan**
- **Advertisement**
- **Additional information, if necessary, utilizing the formats provided and or any affidavits.**
- **Management Agreement**, if applicable, requires the following :
 - Management Agreement Application
 - Management Agreement
 - Vote of the Entity
 - CORI Forms for all listed in Section 13 and attachments

Please Note: You may be requested to submit additional supporting documentation if necessary.

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

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



Transaction Processed Successfully.

INVOICE #: 65ffdcde-dcee-4ea6-b461-fe474ee540e0

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	RK EARTH CORP ' DBA DINO'S KOUZINA & PIZZERIA	\$200.00
		\$200.00

Total Convenience Fee: \$0.35

Date Paid: 1/8/2022 4:41:41 PM EDT

Total Amount Paid: \$200.35

Payment On Behalf Of

License Number or Business Name:
RK EARTH CORP ' DBA DINO'S KOUZINA &
PIZZERIA

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
RAFAEL

Last Name:
KLIPP BORGES

Address:
206 FITCHBURG TPKE

City:
CONCORD

State:
MA

Zip Code:
01742

Email Address:
rafklipp@hotmail.com



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

Charles D. Baker
GOVERNOR

Karyn E. Polito
LT. GOVERNOR



401085440

Rosalin Acosta
SECRETARY

Connie C. Carter
DIRECTOR

DINO'S GMMA, LLC
1135 Main St
Concord, MA 01742-3021

EAN: 22081878
August 10, 2022

Certificate Id:61601

The Department of Unemployment Assistance certifies that as of 8/10/2022 ,DINO'S GMMA, LLC 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.

Connie C. Carter, Director

Department of Unemployment Assistance



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

mass.gov/dor

Letter ID: L0499618752
Notice Date: August 3, 2022
Case ID: 0-001-625-936



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



DINOS GMAA LLC
1135 MAIN ST
CONCORD MA 01742-3021



Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, DINOS GMAA LLC 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
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

August 3, 2022

TO WHOM IT MAY CONCERN:

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

DINO'S GMAA, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **November 2, 2016**.

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation; that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156C, § 70 for said Limited Liability Company's dissolution; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **MARIA KAKOUTSIS**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **MARIA KAKOUTSIS**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **MARIA KAKOUTSIS**

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

William Francis Galvin

Secretary of the Commonwealth



Dee's Corner LLC 1135 Main St., Concord MA 01742

To Whom it May Concern:

Re: RK Earth Corp

Currently Dino's GMAA, LLC has a lease with Dee's Corner for the space located at 1135 Main St. With the change of ownership to RK Earth Corp. the lease will not terminate but transfer over to the new tenant. The current lease is in effect through May 2026 with an additional 5-year extension.

Regards,

Sandra Martin

Sandra Martin

Dee's Corner



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

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

APPLICATION FOR A TRANSFER OF LICENSE

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

ECRT CODE: RETA

Please make \$200.00 payment here: [ABCC PAYMENT WEBSITE](#)

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

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

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN

STATE

ZIP CODE

For the following transactions (Check all that apply):

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

THE LOCAL LICENSING AUTHORITY MUST SUBMIT THIS APPLICATION ONCE APPROVED VIA THE ePLACE PORTAL

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 A TRANSFER OF LICENSE

Municipality

1. TRANSACTION INFORMATION

Transfer of License
 Alteration of Premises
 Change of Location
 Management/Operating Agreement

Pledge of Inventory
 Pledge of License
 Pledge of Stock
 Other

Change of Class
 Change of Category
 Change of License Type
(\$12 ONLY, e.g. "club" to "restaurant")

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

2. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
On-Premises-12	§12 Restaurant	Wines and Malt Beverages	Annual

3. BUSINESS ENTITY INFORMATION

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

Current or Seller's License Number FEIN

Entity Name

DBA Manager of Record

Street Address

Phone Email

Add'l Phone Website

4. DESCRIPTION OF PREMISES

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

Total Sq. Footage	<input type="text" value="1033"/>	Seating Capacity	<input type="text" value="24 SEATS"/>	Occupancy Number	<input type="text"/>
Number of Entrances	<input type="text" value="1"/>	Number of Exits	<input type="text" value="2"/>	Number of Floors	<input type="text" value="1"/>

APPLICATION FOR A TRANSFER OF LICENSE

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

Name of Principal	Residential Address	SSN	DOB
RAFAEL KLIPP BORGES	20 VINCENT AVE	[REDACTED]	[REDACTED]
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
PRESIDENT / DIRECTOR / CLERK	100	<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

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
RK WING CORP	WINE & MALT BEVEREC	RK WING CORP	CONCORD - MA 01742

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	Municipality

APPLICATION FOR A TRANSFER OF LICENSE

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

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

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

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

7. CORPORATE STRUCTURE

Entity Legal Structure

Corporation

Date of Incorporation

01/03/2022

State of Incorporation

Massachusetts

Is the Corporation publicly traded?

Yes

No

8. OCCUPANCY OF PREMISES

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

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

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name

SANDRA DEE

Landlord Phone

978-580-6606

Landlord Email

sandram68@comcast.net

Landlord Address

33 GREAT ROAD, SHIRLEY, MA 01464

Lease Beginning Date

04/01/2022

Rent per Month

3,465.75

Lease Ending Date

03/30/2037

Rent per Year

41,589.00

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:

RAFAEL KLIPP BORGES

Phone:

9788047800

Title:

OWNER

Email:

rafklipp@gmail.com

APPLICATION FOR A TRANSFER OF LICENSE

10. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	<input type="text"/>
B. Purchase Price for Business Assets	290,000.00
C. Other* (Please specify)	<input type="text"/>
D. Total Cost	290,000.00

*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
RAFAEL KLIPP BORGES	50,000.00
Total	\$ 50,000.00

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.
MARIA KAKOUTSIS	\$ 240,000.00	PROMISSORY NOTE	<input type="radio"/> Yes <input checked="" 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.

A PROMISSORY NOTE IN THE AMOUNT OF \$ 240,000.00 PAYABLE TO MARIA KAKOUTSIS & GREGORIOS PARASCHOS " DINO'S GMAA LLC FROM RK EARTH CORP OR RAFAEL KLIPP BORGES.

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?

MARIA KAKOUTSIS & GREGORIOS PARASCHOS " DINO'S GMAA LLC"

12. MANAGER APPLICATION

A. MANAGER INFORMATION

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

Proposed Manager Name

Date of Birth

Residential Address

Email

Phone

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

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?*

Yes No *Manager must be a U.S. Citizen

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

Have you ever been convicted of a state, federal, or military crime?

Yes No

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

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

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

Start Date	End Date	Position	Employer	Supervisor Name
04/01/2001	Present	Manager	Rossini's Pizzeria Restaurant	Gilbert Almeida

D. PRIOR DISCIPLINARY ACTION

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

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

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

Manager's Signature



Date

13. MANAGEMENT AGREEMENT

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

Yes No

If yes, please fill out section 13.

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?

Yes No

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

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

13C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

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

Name	License Type	License Name	Municipality

13D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

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

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

Licensee Name	License Type	Municipality	Date(s) of Agreement

13E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

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

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

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

13F. TERMS OF AGREEMENT

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

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

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

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

ABCC Licensee Officer/LLC Manager

Management Agreement Entity Officer/LLC Manager

Signature:

Signature:

Title:

Title:

Date:

Date:

ADDITIONAL INFORMATION

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

THE LIQUOR LICENSE MANAGER AND THE SHAREHOLDER INTEND TO CONTINUE THE TRADITION IN WEST CONCORD OF PROVIDING A QUALITY CASUAL RESTAURANT DINING AND TAKE OUT EXPERIENCE. OUR INTENTION IS TO MAINTAIN AND OBTAIN SATISFIED REPEAT AND NEW LOYAL CUSTOMER AS THE RESULT OF BOTH PROVIDING THE BEST TASTING FOOD, BEVERAGES AND SERVICE, AND ENGAGING OUR POLICY OF THE "CUSTOMER IS ALWAYS FIRST" OBJECTIVE WITHIN OUR LEGAL OBLIGATIONS.

APPLICANT'S STATEMENT

I, RAFAEL KLIPP BORGES the: sole proprietor; partner; corporate principal; LLC/LLP manager
Authorized Signatory

of RK EARTH CORP
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: 06/20/2022

Title: OWNER

CORPORATE VOTE

The Board of Directors or LLC Managers of RK EARTH CORP
Entity Name

duly voted to apply to the Licensing Authority of CONCORD-MA 01742 and the
City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on 06/20/2022
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 RAFAEL KLIPP BORGES
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 RAFAEL KLIPP BORGES
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,

For Corporations ONLY

A true copy attest,


Corporate Officer /LLC Manager Signature


Corporation Clerk's Signature

(Print Name)

(Print Name)

ADDENDUM A

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

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

Entity Name

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

Name of Principal	Residential Address	SSN	DOB
<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" 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 style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" 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 style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" 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 style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" 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 style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" 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 style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" 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 style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" 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



JEAN M. LORIZIO, ESQ.
CHAIRMAN

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

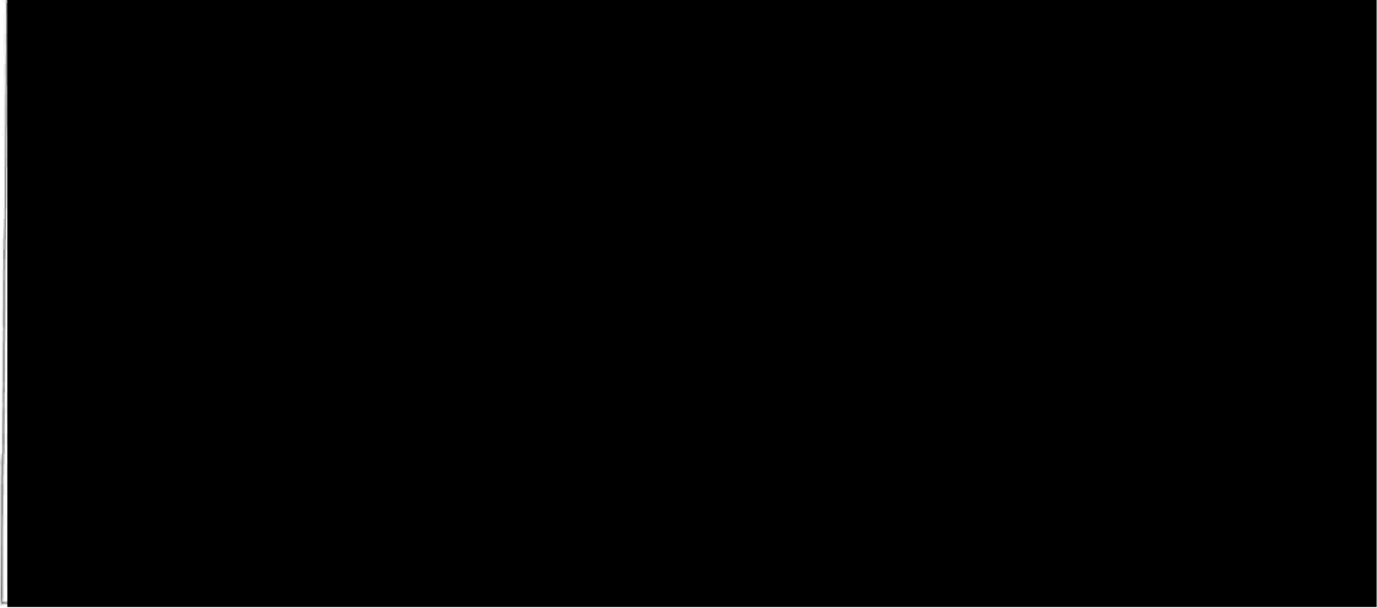
CORI REQUEST FORM

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>(OF EXISTING LICENSES)</small>	LICENSEE NAME: RK EARTH CORP " DBA DINO'S KOUZINA & PIZZERIA "	CITY/TOWN: CONCORD-MA 01742
---	--	-----------------------------

APPLICANT INFORMATION



PRINT AND SIGN

PRINTED NAME: RAFAEL KLIPP BORGES	APPLICANT/EMPLOYEE SIGNATURE: <i>Rafael Klipp Borges</i>
-----------------------------------	--

NOTARY INFORMATION

On this 10th day of January 2022 before me, the undersigned notary public, personally appeared Rafael Klipp Borges
(name of document signer), proved to me through satisfactory evidence of identification, which were drivers 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.

Ashley Caretta
NOTARY

DIVISION USE ONLY

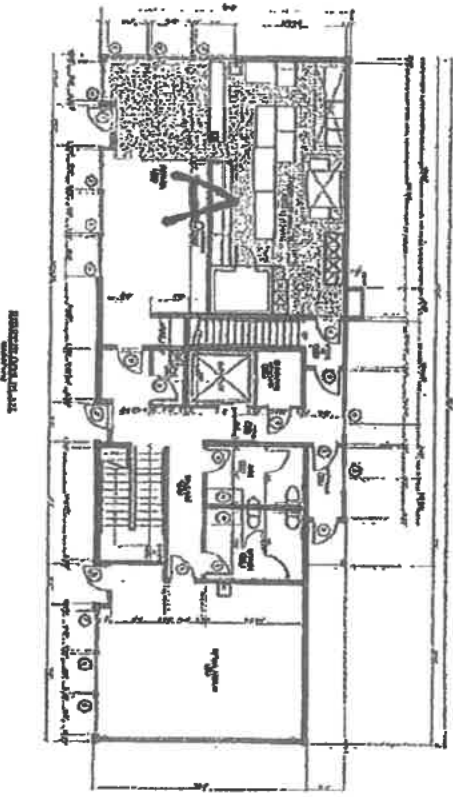
REQUESTED BY: _____ <small>SIGNATURE OF CORI-AUTHORIZED EMPLOYEE</small>

The DCI Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identify Theft PIN Number by the DCI. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCI via mail or by fax to (617) 690-4634.

EXHIBIT A

Floor Plan of Premises

SCALE: ARCHITECTURAL DRAWING - NOT TO SCALE, CONSULT THE ARCHITECT FOR MORE INFORMATION



A-1





**Northern Bank
& Trust Company**

Neighbors you can bank on

Member FDIC

TREASURERS CHECK

53-309/113

140000079X

DATE 01/14/2022

**PAY TO THE
ORDER OF**

Eliopoulos & Eliopoulos PC

\$25,000.00

Twenty-Five Thousand and 00/100ths Dollars

If this check is lost or stolen, a sworn statement and waiting period is required for reissue.

MEMO Rafael K Borges

Payable Through
Northern Bank and Trust Company
275 Mishawum Rd., Woburn, MA 01801

CUSTOMER COPY

NON - NEGOTIABLE



**The Commonwealth of Massachusetts
William Francis Galvin**

Minimum Fee: \$250.00

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

Articles of Organization

(General Laws, Chapter 156D, Section 2.02; 950 CMR 113.15)

Identification Number: 001553111

ARTICLE I

The exact name of the corporation is:

RK EARTH CORP

ARTICLE II

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

TO OPERATE A PIZZA SHOP. TO RENT, LEASE, OR BUY A PROPERTY TO OPERATE THE SHOP. TO ENGAGE IN ANY OTHER NECESSARY BUSINESS ACTIVITIES AS REQUIRED BUT WITHIN THE LIMITS OF GENERAL BUSINESS LAWS OF COMMONWEALTH OF MASSACHUSETTS

ARTICLE III

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

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		Num of Shares	Total Par Value	
CNP	\$0.00000	20,000	\$0.00	20,000

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

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

NONE

ARTICLE V

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

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

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

Name: RAFAEL KLIPP BORGES
No. and Street: 1135 MAIN ST
City or Town: CONCORD State: MA Zip: 01742 Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	RAFAEL KLIPP BORGES	20 VICENT AVENUE LANCASTER, MA 01523 USA
TREASURER	RAFAEL KLIPP BORGES	20 VICENT AVENUE LANCASTER, MA 01523 USA
SECRETARY	LECILIA B DE SOUZA	20 VICENT AVENUE LANCASTER, MA 01523 USA
VICE PRESIDENT	RAFAEL KLIPP BORGES	20 VICENT AVENUE LANCASTER, MA 01523 USA
DIRECTOR	RAFAEL KLIPP BORGES	20 VICENT AVENUE LANCASTER, MA 01523 USA

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

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

PIZZA AND DELI SHOP

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

No. and Street: 1135 MAIN ST
City or Town: CONCORD State: MA Zip: 01742 Country: USA

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

No. and Street: 1135 MAIN ST
City or Town: CONCORD State: MA Zip: 01742 Country: USA

which is

- its principal office ___ an office of its transfer agent
___ an office of its secretary/assistant secretary ___ its registered office

Signed this 3 Day of January, 2022 at 11:37:39 AM by the incorporator(s). (If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)

RAFAEL KLIPP BORGES

ARTICLE VI

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

ARTICLE VI A: LIMITATION OF LIABILITY OF DIRECTORS. NO DIRECTOR OF THIS CORPORATION SHALL BE PERSONALLY LIABLE TO THE CORPORATION OR ITS STOCKHOLDERS FOR MONETARY DAMAGES FOR BREACH OF FIDUCIARY DUTY AS A DIRECTOR NOT WITHSTANDING ANY PROVISION OF LAW IMPOSING SUCH LIABILITY. PROVIDE, HOWEVER, THAT THIS SHALL NOT ELIMINATE OR LIMIT ANY LIABILITY OF DIRECTOR FOR ANY BREACH OF THE DIRECTOR'S DUTY OF LOYALTY TO THE CORPORATION OR ITS STOCKHOLDERS, FOR ACTS OR OMISSIONS NOT IN GOOD FAITH OR WHICH INVOLVE INTENTIONAL MISCONDUCT OR KNOWING VIOLATION OF LAW, OR WITH RESPECT TO ANY TRANSACTION FROM WHICH THE DIRECTOR DERIVED AN IMPROPER PERSONAL BENEFIT. NO AMENDMENT OR REPEAL OF THIS ARTICLE SHALL ADVERSELY AFFECT THE RIGHT AND PROTECTION AFFORDED TO A DIRECTOR OF THIS CORPORATION UNDER THIS ARTICLE FOR ACTS OR OMISSIONS OCCURRING PRIOR TO SUCH AMENDMENT OR REPEAL. ARTICLE VI B: TRANSACTIONS WITH INTERESTED PERSON. UNLESS ENTERED INTO IN BAD FAITH, NO CONTRACTS OR TRANSACTION BY THIS CORPORATION SHALL BE VOID, AVOIDABLE OR IN ANY WAY AFFECTED BY REASON OF THE FACT THAT IT IS WITH AN INTERESTED PERSON. FOR THE PURPOSES OF THIS ARTICLE, A INTERESTED PERSON MEANS ANY PERSON OR ORGANIZATION IN ANY WAY INTERESTED IN THIS CORPORATION WHETHER AS AN OFFICER, DIRECTOR, STOCKHOLDERS, EMPLOYEE OR OTHERWISE, AND ANY OTHER ENTITY IN WHICH ANY SUCH PERSON OR ORGANIZATION OR THIS CORPORATION IS IN ANY WAY INTERESTED. UNLESS SUCH CONTRACT OR TRANSACTION WAS ENTERED INTO IN A BAD FAITH, NO INTERESTED PERSON, BECAUSE OF SUCH INTEREST, SHALL BE LIABLE TO THIS CORPORATION OR TO ANY OTHER PERSON OR ORGANIZATION FOR ANY LOSS OR EXPENSE INCURRED BY REASON OF SUCH CONTRACT OR TRANSACTION OR SHALL BE ACCOUNTABLE FOR ANY GAIN OR PROFIT REALIZED FROM SUCH CONTRACT OR TRANSACTION. PROVIDED THAT THE INTERESTED PERSON REASONABLY BELIEVED THE CONTRACT OR TRANSACTION TO BE IN THE BEST INTEREST OF THE CORPORATION. THE PROVISION OF THIS ARTICLE SHALL BE OPERATIVE NOTWITHSTANDING THE FACT THAT THE PRESENCE OF AN INTERESTED PERSON WAS NECESSARY TO CONSTITUTE A QUORUM AT A MEETING OF DIRECTORS OR DIRECTORS OR STOCKHOLDERS OF THIS CORPORATION ALL WHICH SUCH CONTRACT OR TRANSACTION WAS AUTHORIZED OR THAT THE VOTE AN INTERESTED PERSON WAS NECESSARY FOR THE AUTHORIZATION OF SUCH CONTRACT OR TRANSACTION. ARTICLE VI C: STOCKHOLDERS MEETING OF STOCKHOLDERS OF THIS CORPORATION MAY BE HELD ANY WHERE IN THE UNITED STATES. ARTICLE VI D: AMENDMENT OF THE ARTICLE THIS CORPORATION MAY, AT A MEETING CALLED FOR THE PURPOSE, BY A MAJORITY VOTE OF EACH CLASS OF STOCK OUTSTANDING AND ENTITLED TO VOTE THEREON, AMEND THE ARTICLES.

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

ARTICLE VII

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

Later Effective Date: 1/4/2022 **Time:** 4:00 PM

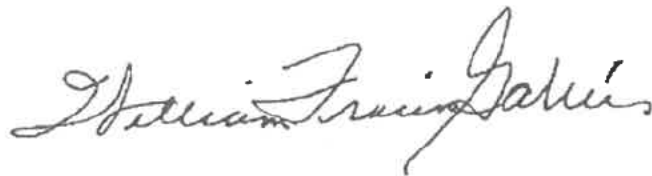
ARTICLE VIII

THE COMMONWEALTH OF MASSACHUSETTS

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

deemed to have been filed with me on:

January 03, 2022 11:35 AM

A handwritten signature in cursive script, reading "William Francis Galvin".

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

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SHORT FORM OFFICE LEASE

THIS LEASE made between Landlord and Tenant as of April 1, 2011:

1. **REFERENCE DATA and DEFINITIONS:** When used in this Lease, the following terms will have the meanings specified in this Section 1:

1.1. **Landlord.** Dee's Corner, LLC, a Massachusetts Limited Liability Company with a business address of 33 Great Road, Shirley, MA 01464.

1.2. **Tenant.** NTINO'S PHASE II, INC., a duly organized and existing Massachusetts corporation with a mailing address of 255 North Road, Unit 148, Chelmsford, MA 01824.

1.3. **Property.** Property known as 1135 Main Street, Concord, Massachusetts.

1.4. **Premises.** Suite(s) A, on the 1st floor of the Property, containing 1,033 rentable square feet [as more particularly outlined on the Floor Plan attached hereto as EXHIBIT A and incorporated herein by reference].

1.5. **Term.** Five (5) Lease Years, beginning on the Commencement Date, and in the event of an Extension Term or Extension Terms as described hereinafter, the Term shall be extended accordingly.

1.6. **Commencement Date.** The earlier to occur of (a) the date that Tenant first opens for business at the Premises or (b) May 1, 2011. Landlord has delivered possession of the Premises as of execution of this Lease.

1.7. **Termination Date.** The last day of the Term, as duly extended or earlier terminated.

1.8. **Lease Year.** Each period of twelve full (12) calendar months, beginning on the Commencement Date, if such Date is the first day of a calendar month and if not, on the first day of the first full calendar month thereafter, and on the anniversary of such date in each year thereafter. Any partial month at the commencement of the Term will be included in the first Lease Year.

1.9. **Extension Terms.** Two (2) Extension Term periods, each of five (5) years, in accordance with Schedule 1 attached hereto and incorporated herein.

1.10. **Tenant's Permitted Use.** Restaurant use for the purpose of operating a restaurant with up to 27 seats [so as to comply with the conditions of approval wherein the 12 parking spaces shown on the site plan allow 1 space per 3 seats in the restaurant and 1 space per employee on the largest shift], including but not limited to the permits and approvals issued by the Town of



Concord Planning Board and Zoning Board applicable to the Property and the Tenant and Guarantors named herein being the principal on-premises operators of such restaurant and no other use. If properly licensed by the Tenant, and operated in conformance with the requirements of such licensure, and applicable Federal and State Laws and Regulations pertaining to the sale of alcoholic beverages, such restaurant use may also include the on premises sale of beer and wine. The Tenant shall also comply with the following requirements (which shall also be considered incorporated into the Rules and Regulations of the Property):

Only such merchandise shall be warehoused and/or stored in the Premises as is intended to be offered for sale at retail in the Premises;

Tenant shall not use the sidewalks adjacent to the Premises for business purposes, and no seating, merchandise or boxes from or for the Premises will be placed by Tenant in the Common Areas; except as otherwise provided for in this Lease (however, Tenant may install a bench outside of the Premises so long as same does not interfere with the use of the building and common areas by other tenants and so long as same is not prohibited by the Town of Concord or considered to be additional seating for the Tenant's restaurant);

Tenant shall receive and deliver goods and merchandise only in the manner, at such time, and in such areas, as may be reasonably designated by Landlord or stipulated by the Town of Concord, including: Tenant shall comply with the requirements of the Landlord regarding the timing and location of deliveries, trucks shall be prohibited from backing into the parking lot from the public way or backing out of the parking lot into the public way or blocking sidewalks. Deliveries should be performed at off-peak traffic and business hours.

Exterior lighting shall be extinguished no later than 30 minutes after closing.

Parking is not permitted in the no parking areas of Main Street and Cottage Street. Landlord will be required to post "No Parking" signs along Main Street and Cottage Street.

Tenant will procure all licenses and permits which may be required for any use made of the Premises;

Tenant and Tenant's employees and agents shall not solicit business in the Common Area, nor shall Tenant distribute any handbills or other advertising matter on automobiles parked, or to pedestrians, in the Common Areas;

No loudspeakers, televisions, phonographs, radios, public address systems, sound production or reproduction devices, mechanical or moving display devices, motion picture or television devices, excessively bright lights, changing, flashing, flickering or moving lights or lighting devices or any similar advertising media or devices, the effect of which shall be visible or audible from the exterior of the Premises, or other devices



shall be used in a manner so as to be heard or seen outside of the Premises, however this provision shall not prohibit the use of television devices inside the Premises which are indirectly visible from outside the Premises;

The plumbing facilities shall not be used for any other purpose than that for which they were constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant;

Tenant shall not bring upon the Property, including the Premises, any hazardous waste or materials;

Tenant shall not perform any act or carry on any practice which may injure the Premises or any part of the Property, or cause any offensive odors or loud noise (including, but without limitation, the use of loudspeakers), or constitute a nuisance or menace to any other tenant or tenants or other persons in the Property, and in no event shall any noises or odors be emitted from the Premises;

Tenant shall not use any portion of the Premises for any purpose other than for its business operations in the Premises, nor shall Tenant permit any act to be performed or any practice to be adopted or followed in or about the Premises which, in Landlord's commercially reasonable opinion, may detract from or impair the reputation of the Property;

Nothing shall be done upon or about the Premises which shall be unlawful, improper, or contrary to any law, ordinance, regulation or requirement of Landlord's insurance carrier or of any public authority or insurance inspection or rating bureau or similar organization having jurisdiction, or which may adversely affect the quality or tone of the Premises or the Property, and Tenant will promptly comply with any such law, ordinance, regulation or requirement;

The Premises will not be overloaded or damaged;

Tenant will not do, or suffer to be done, or keep, or suffer to be kept, or omit to do anything in, upon or about the Premises which may prevent the obtaining of any type of insurance upon the Premises or any other part of the Property or on any property therein, or which may make void or voidable any such insurance, or which may create any extra premiums for, or increase the rate of, any such insurance; and if anything shall be done or kept or omitted to be done in, upon or about the Premises which shall create any extra premiums for, or increase the rate of, any such insurance, Tenant will pay the increased cost of the same to Landlord upon demand;

Tenant covenants that it will not: (i) display any merchandise or maintain any stands in front of the Premises or on the Common Area in the Property; (ii) erect or maintain any barricade or scaffolding which may obscure the signs, entrances or show window of any



other tenant in the Property, or tend to interfere with such other tenant's business; (iii) create or maintain, or allow others to create or maintain, any nuisances, including, without limitation, loud noises, sound effects, offensive odors and smoke or dust in or about the Premises; (iv) place or maintain any signs in any parking or other Common Areas serving the Premises without prior approval of the Landlord; (v) suffer, permit, or commit any waste with respect to the Premises or any portion thereof; or (vi) maintain or allow to be maintained any excessively bright lights, or any changing, flashing, or flickering lighting or similar devices, the effect of which will be visible from the exterior of the Premises.

1.11. **Base Rent.** With the exception of the first month following the Commencement Date, which shall be a month of free rent, for the first five (5) years, being the initial five (5) year Term, the base rent shall be Thirty-Six Thousand and NO/100 Dollars (\$36,000.00) per Lease Year, in advance in monthly installments of Three Thousand and NO/100 Dollars (\$3,000.00).

1.12. **Additional Rent.** Tenant shall be required to pay as "Additional Rent", Tenant's Pro Rata Share in Operating Expenses and Real Estate Taxes applicable to the Property. Upon written notice from Landlord, Tenant will make monthly or quarterly payments of Tenant's Pro Rata Share of Real Estate Tax and/or Operating Expense, based upon Landlord's reasonable estimate of the required amounts. Payments of Additional Rent be paid not later than thirty (30) days from such notice from Landlord. Base Rent and Additional Rent are sometimes referred to collectively as "Rent". Notwithstanding provisions herein to the contrary, for the first (5) years of the Lease (being the initial Term), Tenant's Additional Rent shall not be more than \$500.00 per month exclusive of Tenant's pro rata share of the cost to provide snow plowing and related treatment and removal of snow and ice from the Property. Tenant shall be responsible for snow removal and treatment and outside landscaping maintenance for the premises and shall be allowed to bill each tenant for its pro rata share of the costs of snow removal and treatment and outside landscaping and maintenance for the premises.

1.13. **Guarantors:** Perse B. Tatas, and Konstantinos D. Tatas, adult individuals, both of 255 North Road, Unit 148, Chelmsford, Massachusetts 01824.

1.14. **Omitted**

1.15. **Tenant's Pro Rata Share.** twenty-five percent (25%).

1.16. **Security Deposit.** Waived, but may be reinstated in the event of a Transfer..

1.17. **Landlord's Notice Address.**

Deo's Corner, LLC, 33 Great Road, Shirley, MA 01464

1.18. **Tenant's Notice Address.**

c/o Perse B. Tatas, and Konstantinos D. Tatas,
255 North Road, Unit 148,
Chelmsford, Massachusetts 01824



1.19. Broker. NONE

1.20. Required Insurance Amount. A minimum combined single limit of general liability insurance and Liquor Liability insurance of at least One Million Dollars (\$1,000,000.00) per occurrence and a general aggregate limit (combined primary and excess) of at least One Million Dollars (\$1,000,000.00), plus, fire legal liability insurance in an amount not less than \$500,000.00 per occurrence, provided that, not more often than once every five (5) Lease Years, Landlord may increase such amounts as Landlord reasonably determines to be necessary and appropriate.

1.21. Rules and Regulations. Reasonable Rules and Regulations incorporated herein or attached hereto or hereafter promulgated or modified by Landlord with notice to Tenant.

1.22. Normal Business Hours. 8:00AM to 11:00 PM Monday through Friday and 8:00AM to 11:00PM on Saturday and Sunday, Federal and State holidays excepted.

1.23. Landlord's Work. Landlord shall deliver the Premises with completed interior sheetrock walls with primer only, floors, electricity, heat, air conditioning and provisions for Tenant to connect its equipment and fixtures to water and gas. Tenant will provide the finish ceiling, ceiling lighting and plumbing, electrical and gas plumbing work.

1.24 Tenant's Work and Tenant Access. Landlord may, in its reasonable discretion, grant to Tenant, by revocable license, the right to access the Premises prior to the Commencement Date for the purpose of installing wiring and other communication and data facilities, installing fixtures and performing other work required by Tenant to make the Premises ready for Tenant's use and occupancy (collectively "Tenant's Work"). The grant and continued effectiveness of such license shall be subject to such terms and conditions as Landlord deems appropriate, including the following: (a) Prior to such access Tenant shall provide to Landlord, in writing: (i) the names and addresses of all contractors, subcontractors, material suppliers and other persons who will be authorized to enter the Premises in connection with Tenant's Work, (ii) certificates of insurance covering all such persons, in amounts and coverages satisfactory to Landlord, and (iii) copies of any permits, licenses and approvals required for Tenant's Work; (b) All Tenant's Work will be performed in a good and workmanlike manner, in strict compliance with applicable legal requirements; (c) Tenant's Work will be performed with professional skill and judgment appropriate to work in a multi-tenant office building; and (d) Tenant's Work will proceed expeditiously and efficiently, in coordination with Landlord's Work. Failure of Tenant to complete Tenant's Work will in no event delay the Commencement Date. Any license granted hereunder and any access to and activities within the Premises or the Property by Tenant or any person acting for or on behalf of, or admitted through Tenant, shall be deemed to be subject to all of the provisions of the Lease, specifically including the provisions of Section 6 (Alterations to the Premises), Section 11 (Hazardous Materials), Section 12 (Risk of Loss), Section 13 (Insurance) and Section 21 (Limitation on Liability), excluding only the covenant to pay Rent and Additional Rent, but Tenant shall reimburse Landlord for any extra cost incurred by Landlord as a result of Tenant's Work.



2. **LEASE OF PREMISES; QUIET ENJOYMENT:** Landlord leases the Premises to Tenant, and Tenant leases the Premises from Landlord, for the Term, at the Rent and upon the other terms, covenants and conditions of this Lease. Upon paying the Rent and observing the other obligations of Tenant hereunder, Tenant may peaceably occupy the Premises during the Term, without disturbance by Landlord or persons claiming through or under Landlord.

3. **PAYMENT OF BASE RENT; INCREASES IN TAXES AND OPERATING EXPENSES:**

3.1. **Payment of Base Rent.** Tenant will pay the Base Rent to Landlord in equal monthly installments in advance, on the first day of each calendar month during the Term, without notice or demand, at Landlord's Notice Address or such other address as Landlord designates by notice to Tenant. Base Rent for any partial month at the beginning of the Term will be determined on a per diem basis at the rate applicable to the first Lease Year, and will be due on the Commencement Date.

3.2. **Real Estate Taxes.** Subject to the provisions of Section 1.12, Tenant will pay to Landlord Tenant's Pro Rata Share of all Real Estate Taxes applicable to the Property. "**Real Estate Taxes**" means the aggregate of all real estate taxes and any other governmental impositions which Landlord is required to pay based upon the value of or gross rents from the Property, general or special assessments, charges for sewer use or other governmental services, special district fees or taxes, and any other governmental fees and assessments imposed upon the Property, exclusive only of income and franchise taxes, whether or not such Real Estate Taxes exist or apply on the Commencement Date.

3.3. **Operating Expenses.** Subject to the provisions of Section 1.12, Tenant will pay to Landlord (a) Tenant's Pro Rata Share of all Operating Expense applicable to the Property, and (b) the cost of providing Utilities to the Premises as provided by Section 10, below. "**Operating Expenses**" means all costs and expenses incurred by Landlord in the operation of the Property, including insurance and a reasonable management fee and capital expenses which result in a decrease in related Operating Expenses or are made to comply with legal requirements effective after the date of this Lease, in either case amortized over a period reasonably determined by Landlord, but excluding all other capital expenses, mortgage payments and other financing costs, leasing expenses, and expenses for which Landlord is directly reimbursed by third parties.

3.4. **Estimated Payments.** Upon written notice from Landlord, Tenant will make monthly or quarterly payments of Tenant's Pro Rata Share of Real Estate Tax and/or Operating Expenses, based upon Landlord's reasonable estimate of the required amounts.

3.5. **Year End Adjustments.** As soon as is reasonably practical after the end of each calendar year and tax year, Landlord will provide to Tenant a statement including the actual Operating Expenses or Real Estate Taxes for such year, Tenant's Pro Rata Share of same and any amounts due from Tenant or overpayment by Tenant, after taking into consideration any estimated payments made by Tenant. Tenant will pay any amount due to Landlord within thirty (30) days of receipt of Landlord's statement and Landlord will credit any overpayment against estimated payments of Real Estate Taxes and Operating Expenses next coming due. The obligations of Tenant and Landlord hereunder will survive the expiration or other termination of this Lease.

4. **CONDITION OF PREMISES:** Except for Landlord's Work, if any, Tenant accepts the Premises and the Property "AS IS" and agrees that Landlord is under no obligation to make any repairs, renovations, or alterations to the Premises or the Property, and has made no representations or warranties regarding the fitness of the Premises or the Property for Tenant's intended use or otherwise.

5. **USE OF PREMISES AND COMMON AREAS; ACCESS:** Tenant may use the Premises only for Tenant's Permitted Use, in full compliance with applicable legal requirements and any Rules and Regulations, and will obtain, at Tenant's expense, any required permits, licenses and approvals. Tenant may also use those portions of common areas of the Property reasonably necessary for access to the Premises, as from time to time reasonably designated by Landlord, and any common rest rooms on the floor on which the Premises are located. Landlord reserves the right to make any changes in the common areas which Landlord deems appropriate, provided that such changes do not materially impair Tenant's use of the Premises and that Landlord will provide prior notice to Tenant of any material change in the Common Area that would affect Tenant's access to or use of the Common Area. Tenant may have access to the Premises during Normal Business Hours, and at other times subject to such security requirements and procedures as Landlord may reasonably deem necessary or appropriate. Tenant shall have access, in common with the other tenants of the Property, to a common dumpster in the designated area, and the restrooms and the janitors closet on the first floor of the Common Area. Additionally, Tenant shall have reasonable access to a chimney/vent clean out access area located on the second floor of the building twice a year, with reasonable advance notice to the Landlord so that the Landlord may schedule such access with the applicable second floor tenant. The Tenant shall use the dumpster only for lawful purposes of the Tenant's restaurant and shall not be overloaded, used inappropriately or left without the gate around the dumpster being closed. Tenant will not cause or permit any waste or damage to the Premises or cause, or permit any invitee of Tenant to cause, any waste or damage to the Property, or make any use of the Premises or the Property which, by noise, odor, vibration or otherwise might interfere with the use of the Property by others entitled thereto or lead to an increase in premiums for Landlord's insurance, and will maintain the Premises and the Property free and clear of liens and encumbrances attributable to the acts or omissions of Tenant. Landlord shall have the right to enter the Premises at reasonable times on reasonable notice for the purpose of inspection, for performing Landlord's obligations and to show the Premises to prospective tenants, purchasers and mortgagees. The parking spaces shall not be reserved to any one tenant of the building, but at least two (2) spaces may be used by persons using the canoe ramp.

6. **ALTERATIONS TO THE PREMISES:** Tenant will make no alterations to the Premises, except that Tenant may make interior non-structural alterations with Landlord's prior written consent, which consent Landlord will not unreasonably withhold. Any such alterations will be made in a good and workmanlike manner and in accordance with all applicable legal requirements and any terms and conditions imposed by Landlord.

7. **MAINTENANCE OF THE PREMISES BY TENANT:** Tenant will maintain the Premises, including those portions of the systems of the Property which are located within and serve exclusively the Premises, in the same condition as exists on the Commencement Date or such better condition as the Premises or such systems may be placed in during the Term, in full compliance with all applicable legal requirements, and will replace any damaged glass in the windows and doors of the Premises, provided that Tenant will not be responsible for damage caused by fire or other casualty, for reasonable wear and tear, for structural or other capital repairs or replacements or for repairs or



replacements to any portion of the systems of the Property which do not serve the Premises exclusively, except for alterations and upgrades within the Premises necessary to comply with the requirements of the Americans With Disabilities Act ("ADA") arising from Tenant's use and not included in Landlord's Work. All such repairs will be made in a good and workmanlike manner, satisfactory to Landlord, and in compliance with all applicable legal requirements.

8. MAINTENANCE OF PROPERTY BY LANDLORD: Subject to Section 18 below, Landlord will maintain the roof, structural elements, exterior walls, stairways, elevators, if any, common corridors, rest rooms and other common areas to which Tenant has access, and the common systems and equipment of the Property, excluding those portions of such systems which are located within and serve exclusively the Premises, in at least the same condition as on the Commencement Date, and will maintain the interior common areas serving the Premises in a reasonably clean and orderly condition and the exterior walkways and parking areas, if any, serving the Premises, reasonably free of ice and snow except that Tenant shall have the obligation to keep the walkway immediately adjacent to the storefront of the leased Premises reasonably clear of ice and snow.

9. SURRENDER OF PREMISES BY TENANT: On the Termination Date, Tenant will vacate and surrender the Premises to Landlord in the same condition (except as hereinafter specifically provided) as Tenant is required to maintain the Premises during the Term, free and clear of Tenant's personal property and broom clean. Tenant will remove all alterations made by Tenant and repair any damage to the Premises resulting from such removal unless Landlord instructs Tenant to leave some or all of such alterations in place, in which event, such alterations will become the property of Landlord without compensation, provided that Tenant will always have the right and obligation to remove its trade fixtures and business equipment. If any of Tenant's property remains within the Property after the Termination Date, it may be retained by Landlord without compensation, or may be removed and either stored or disposed of by Landlord and Tenant will reimburse Landlord upon demand for all expenses incurred in connection therewith.

10. UTILITIES: Landlord will furnish to the Premises during Normal Business Hours (a) heat (and air-conditioning if the Property currently provides air-conditioning to the Premises through its central systems), at temperatures reasonably adequate for general office uses, (b) electrical service reasonably adequate for general office uses, and (c) hot and cold water to common lavatories. The cost of heating, air-conditioning, electricity and any other utilities provided to the Property, excluding utilities separately metered or sub-metered to the Premises or to other tenants, will be included in Operating Expenses. Landlord has installed separate gas and electric meters serving the Leased Premises. Landlord may, at any time during the Term, arrange for the installation of a separate water meter or sub-meter for the Premises. All and metered or sub-metered amounts will be paid directly by Tenant within ten (10) days of invoice, to the utility provider, or, if sub-metered, to Landlord, and, having made such payment, Tenant will not be required to pay, as an Operating Expense, its proportionate share of the cost of water incurred at the Property and utilities serving the common area. Landlord will not be liable for any interruption of utility services to the Premises, nor will any such interruption constitute a termination of this Lease or an actual or constructive eviction of Tenant. Landlord will use commercially reasonable efforts to avoid or limit such interruptions to the extent that such interruptions are within Landlord's reasonable power or control and subject to the reasonable operational requirements of the Property.



11. HAZARDOUS MATERIALS: Tenant will not cause, or permit any other person claiming or admitted to the Property through Tenant to cause, any Hazardous Materials to be used, generated, stored or disposed of on or about, or transported to or from the Property. "Hazardous Materials" means any material or substance which: (a) is or becomes defined as a "hazardous substance," "hazardous waste," "infectious waste," "chemical mixture or substance," or "air pollutant" under Environmental Laws; (b) contains or derives from petroleum, polychlorinated biphenyls (PCB's) or asbestos; (c) is radioactive or infectious; or (d) has toxic, reactive, ignitable or corrosive characteristics. "Environmental Laws" means all legal requirements relating to or imposing liability or standards of conduct concerning Hazardous Materials, public health and safety or the environment. Notwithstanding the foregoing, normal and reasonable quantities of Hazardous Materials generally and customarily used in connection with Tenant's Permitted Use may be introduced to the Premises provided such Hazardous Materials are stored, used and disposed of in compliance with Environmental Laws and all other applicable legal requirements. This provision will not prevent the Tenant from the lawful use and maintenance of a grease trap serving the Premises, nor the proper use, storage and disposal of reasonable amounts of over-the-counter cleaning products customary used in the restaurant industry with the necessity of licenses or permits.

Tenant will be responsible for and will hold Landlord harmless and indemnified against any claim, damage, cost, liability or penalty related to any Hazardous Materials introduced to or released on or about the Property by Tenant or by any person claiming or admitted to the Property through Tenant, whether or not permitted by the preceding sentence or otherwise approved by Landlord.

12. RISK OF LOSS; INDEMNIFICATION: To the maximum extent permitted by law, (a) Tenant agrees that it will occupy the Property at its own risk, and that Landlord will not be liable to Tenant, or to any person claiming or admitted to the Property through Tenant, for injury or death to persons, or loss or damage to property of any nature whatsoever, and (b) Tenant waives and will indemnify Landlord against any claim for personal injury or death or damage to property, including legal fees and expenses, by Tenant or by any person claiming or admitted to the Property through Tenant, while at the Property.

13. INSURANCE: Throughout its occupancy, Tenant will maintain in effect, at its sole expense, the following insurance:

13.1 Liability Insurance. Commercial general liability insurance and liquor liability insurance and fire legal liability insurance in at least the Required Insurance Amount, for bodily and personal injury and death and property damage, including as additional insureds Landlord, any general partner or other person directly liable for the obligations of Landlord, and any representative or employee of Landlord or any mortgagee of the Property designated by Landlord, such coverage to be primary and not excess or contributing or secondary to any other insurance available to Landlord or the additional insureds.

13.2 Contents Insurance. Hazard insurance, covering Tenant's personal property and fixtures within the Premises or the Property.



13.3 Workers' Compensation Insurance. Workers' Compensation Insurance in accordance with the applicable legal requirements.

13.4 Other Insurance. Such other types of insurance as Landlord may from time to time reasonably deem necessary.

13.5 General Requirements. All Tenant insurance will be issued by insurance companies authorized to do insurance business in Massachusetts rated not less than A-VIII in Best's Insurance Guide, and will not be subject to cancellation or modification without thirty (30) days prior written notice to Landlord and to any mortgagee required to be covered. All insurance policies shall name the Landlord as an additional named insured.

13.6 Waiver of Subrogation. Each party waives any right of recovery against the other for injury or loss to property due to hazards covered by insurance to the extent of the injury or loss covered. Any policy of insurance obtained by either party and applicable to the Premises or the Property will contain a clause denying the insurer any right of subrogation against the other party.

13.7 Certificates of Insurance. Prior to making any entry on the Property and at least thirty (30) days prior to the expiration of any policy, Tenant will provide certificates of insurance, in form and substance satisfactory to Landlord, establishing insurance coverages as required by this Section. Landlord will provide Tenant with proof of insurance for the Common Area.

14. TRANSFERS: Tenant will not Transfer this Lease or any interest in this Lease or in the Premises without obtaining the prior written consent of Landlord, which consent may be withheld for good cause related to the business experience, business reputation and/or financial condition of the proposed transferee, or granted upon such conditions as Landlord determines to be in its best interest, including the requirement for a security deposit; but such consent shall not be unreasonably withheld. "Transfer" includes any sale, absolute or collateral assignment, sublet, license or other occupancy arrangement, pledge, or mortgage of this Lease or the Premises and any dissolution, merger or transfer of a controlling interest in or other power to control, directly or indirectly, any legal entity which is a Tenant, whether any of the foregoing are voluntary, involuntary or by action of law. Any Transfer, without such written consent or not otherwise permitted, shall be void. No Transfer whether or not approved or permitted, and no indulgence granted by Landlord to any assignee or sublessee, shall in any way impair the continuing primary liability (which after an Transfer shall be joint and several with the transferee) of Tenant hereunder for amounts due under the Lease during the first year following the effective date of the Transfer, and no approval in a particular instance shall be deemed to be a waiver of the obligation to obtain Landlord's approval in the case of any other Transfer.

15. RELATION OF LEASE TO MORTGAGES: This Lease will be subordinate to all mortgages on the Property, now outstanding or hereafter granted, provided that the record holder of a first mortgage on the Property (a "First Mortgagee") may elect to place this Lease ahead of the lien of its mortgage (and of other mortgages on the Property, if it so elects) and may thereafter change such election, effective as of the recording of a written notice of such election with the Registry of Deeds for the district in which the Property is located, with a copy of such notice to Tenant. If a mortgage on the Property is foreclosed, the foreclosing mortgagee or the purchaser at a foreclosure sale (in either case, "First Successor Landlord"), may, at its option, require that Tenant attorn to such party as the



Landlord hereunder and continue to be bound by the terms and conditions of this Lease for the balance of the Term. Neither the First Successor Landlord nor any successor or assign of a First Successor Landlord will be (a) liable for any act or omission of or subject to any offsets or defenses which Tenant might have against any Landlord prior to the First Successor Landlord (a "Prior Landlord"), (b) liable for the return of any security deposit not actually paid over to the First Successor Landlord, (c) bound by any payments which Tenant has paid to a Prior Landlord other than for monthly installments next due, (d) obliged to make any payment to Tenant which was required to be made prior to the time the First Successor Landlord took title, or (e) obliged to perform any work or to make any improvements to the Premises undertaken by a Prior Landlord. A First Mortgagee which gives notice of its address to Tenant will be entitled to receive a simultaneous copy of any notice of default by Tenant to Landlord and will have an additional thirty (30) days beyond any cure period available to Landlord, within which to cure such default (and such additional time as may reasonably be necessary, provided that such First Mortgagee is pursuing such cure with commercially reasonable diligence), and unless such additional time expires without cure, Tenant will have no right to terminate this Lease on account of Landlord's default. Any amendment or cancellation of this Lease or surrender of the Premises made without the prior written consent of the First Mortgagee will be void and of no force and effect.

16. TENANT DEFAULTS:

16.1 Events of Defaults. Each of the following will constitute a material default by Tenant (a "Tenant Default"): (a) Failure by Tenant to make any payment required under this Lease within ten (10) days of the date such payment is due, (b) Failure by Tenant to maintain insurance and to provide certificates as required by this Lease, (c) Insolvency or admission of insolvency by Tenant, the filing by or against Tenant of any bankruptcy, receivership or other proceeding under State or Federal law, or entering into or acquiescence by Tenant to any arrangement affecting the rights of Tenant's creditors generally, or attachment, execution or other seizure of substantially all of Tenant's assets located at the Premises or Tenant's interest in this Lease or the Premises, or (d) Failure by Tenant to fulfill any other obligation under this Lease, if such failure is not cured within twenty (20) days of notice from Landlord to Tenant, or such longer period as may reasonably be necessary, not to exceed a total of forty (40) days, if Tenant promptly commences and diligently pursues such cure.

16.2 Termination by Notice. If a Tenant Default occurs, in addition to any other rights or remedies, Landlord will have the right to terminate this Lease and recover possession of the Premises by written notice to Tenant, effective on the date specified in such notice or, if no date is specified, on the date of receipt or first properly attempted delivery of such notice.

16.3 Landlord's Remedies. In addition to any other rights or remedies, if Landlord terminates this Lease for a Tenant Default, Landlord will have the right to recover as damages from Tenant: (a) any amounts owing from Tenant to Landlord at the time of termination, (b) all of Landlord's expenses, including reasonable legal fees, incurred in recovering possession of the Premises and in proving and collecting the sums due from Tenant hereunder, (c) the full amount of all payments required from the Tenant under this Lease for the balance of the Term, including Base Rent, and reasonably anticipated Real Estate Tax and Operating Expense for the balance of the Term, determined as of the date of such termination, adjusted to its present value at a reasonable discount rate, and (d) the actual or reasonably anticipated expense to Landlord of preparing and reletting the



Premises. Landlord shall also have the right to enter the Premises and to perform any obligation as to which a Tenant Default has arisen, without being deemed to have cured such Tenant Default and without liability to Tenant, and Tenant shall reimburse Landlord for any cost and expense thus incurred promptly upon demand as Additional Rent and/or damages hereunder. In lieu of the damages recoverable under clause (c) above, Landlord may, at its option, give to Tenant a notice that all Base Rent, Additional Rent and any other payment obligation of Tenant which would be payable under this Lease due for the remaining Term of the Lease shall be accelerated and due and payable from the Tenant on the termination date, subject to Landlord's duty to mitigate its damages. If Landlord is required to mitigate damages, Landlord will not be required to give priority to the Premises in renting, or to rent on terms or to any person not otherwise acceptable to Landlord.

16.4. Security Deposit. Waived except in the event of a Transfer: Landlord may apply the Security Deposit to remedy any Tenant Default and/or to compensate Landlord for any damages which Landlord suffers as a result of such Tenant Default, without being deemed to have cured such Tenant Default or waived further damages in connection therewith. Immediately upon demand, Tenant will deposit cash with Landlord in an amount equal to any portion of the Security Deposit applied by Landlord as aforesaid. Landlord will not be required to keep the Security Deposit separate from its general accounts and Tenant will not be entitled to interest on the Security Deposit. Within thirty (30) days after the Termination Date and vacation of the Premises by Tenant in accordance with the terms of this Lease, the Security Deposit, or such part as remains after application of this Section, will be returned to Tenant.]

17. LANDLORD DEFAULTS:

17.1 Events of Default. Failure by Landlord to observe any of its obligations under this Lease, or a breach of any warranty or representation by Landlord, will constitute a default (a "Landlord Default") only if such failure continues for a period of thirty (30) days (and such additional time as may be reasonably necessary for Landlord to remedy such failure) after Landlord receives notice of such failure from Tenant, setting forth in reasonable detail the nature and extent of Landlord's failure and identifying the provisions of this Lease alleged to have been violated.

17.2 Tenant's Remedies. If a Landlord Default occurs and such Landlord Default directly affects and materially impairs Tenant's use and enjoyment of the Premises for the Permitted Uses, Tenant may make such repairs within the Premises and in common areas adjacent to the Premises necessary to restore Tenant's use, and Landlord will reimburse Tenant for the reasonable and necessary third party costs thus incurred by Tenant upon receipt from Tenant of a statement of such costs in reasonable detail and such backup materials as Landlord may reasonably request. If Landlord fails to reimburse Tenant as aforesaid within sixty (60) days of receipt by Landlord of such statement and backup materials, Tenant may offset such amounts against the installments of Base Rent and Additional Rent next coming due. Except as aforesaid, Tenant will have no right of self-help, or any right to withhold, set-off, or abate Rent. In no event will Landlord be liable for punitive damages, lost profits, business interruption, speculative, consequential or other such damages.

17.3 Independent Covenants. Except as specifically provided herein, the obligations of Tenant under this Lease, including the obligation to pay Base Rent and Additional Rent, and the obligations of Landlord, are independent and not mutually dependent covenants and the failure of



Landlord to perform any obligation hereunder will not justify or empower Tenant to withhold Rent, except as provided in the preceding Section 17.2, or to terminate this Lease unless the Landlord Default constitutes a constructive eviction.

18. Casualty or Taking: If the Property is destroyed by fire or other casualty or the Property or the Premises is taken in its entirety by eminent domain or conveyed in its entirety by deed in lieu of taking, this Lease will terminate as of the date of the casualty or the date that possession of the Property is surrendered to the taking authority, as applicable. In the event that (a) the Property or the Premises is substantially damaged by fire or other casualty and Landlord determines that the Property and/or the Premises cannot be restored to substantially its condition as existing prior to such casualty within one hundred eighty (180) days of the casualty, or (b) a material portion of the Property or of the Premises is taken by eminent domain or conveyed by deed in lieu of taking, and Landlord determines that the remaining portion of Premises and/or of the Property cannot be restored to a condition which is legal and suitable for Tenant's Permitted Use within one hundred eighty (180) days of the date that possession of the Property is required to be surrendered to the taking authority, as applicable, Landlord may elect to terminate this Lease by notice to Tenant given within sixty (60) days after the casualty or notice of taking, effective as of the date of Landlord's notice or, with respect to a taking, on the date that possession is surrendered to the taking authority.

If Landlord does not terminate in accordance with the foregoing, Landlord will restore the Property and the Premises (not including fixtures, modifications and additions installed or required to be installed by Tenant), as soon thereafter as is reasonably practical in light of the circumstances then prevailing, including the time required to collect insurance proceeds and to obtain any governmental approvals required for restoration, and subject to any other matters beyond the reasonable control of Landlord, and the Rent will be abated, in part or in whole, based on the proportion of the Premises rendered unusable, until the earlier of the time at which Landlord has substantially completed its restoration or the date on which Tenant resumes use of the damaged portion of the Premises, provided that, in no event will Landlord be required to expend more for restoration of the Property or the Premises than the net amount of insurance or taking proceeds actually available to Landlord for such purposes. If restoration of the Premises is not substantially completed within the aforesaid one hundred eighty (180) day period, Tenant may elect to terminate this Lease on thirty (30) days' written notice to Landlord, effective on the thirtieth (30th) day after such notice if substantial completion of restoration does not occur within such thirty day period.

If a dispute arises between Landlord and Tenant regarding the subject matter of this Section 18, such dispute shall be resolved by binding arbitration by a single arbitrator through REBA Dispute Resolution, Inc. under its Arbitration Guidelines in effect at the time of such arbitration.

19. NOTICES:

All notices under this Lease will be in writing and will be given: (a) by hand, with written acknowledgement of receipt, (b) by Federal Express, Express Mail or other nationally recognized overnight delivery service which provides verification of delivery, charges prepaid, or (c) by United States certified mail, postage prepaid, return receipt requested, in each case addressed to Landlord or



Tenant at the Notice Address set forth in Section 1. Either party may change their Notice Address by notice given in accordance herewith.

20. BROKERS:

Tenant represents that Tenant has dealt with no broker in connection with this Lease and agrees to hold Landlord harmless and indemnified from all claims for brokerage due to any person with whom such Tenant has dealt in breach of such representation.

21. LIMITATION ON LIABILITY:

The recourse of Tenant against Landlord for any claim related to this Lease will extend only to Landlord's interest in the Property and the uncollected rents and profits therefrom. No personal liability for any such claim will be enforceable against Landlord or persons related to Landlord or against any other property. In the event of a transfer of Landlord's interest in the Property, the transferring Landlord will be automatically released from all liability related to this Lease accruing after such transfer.

22. MISCELLANEOUS PROVISIONS:

22.1 Amendments and Waivers. This Lease may not be amended except by a writing, duly executed by both parties and approved in writing by any First Mortgagee having approval rights, and no waiver or consent will be effective unless in writing and signed by Landlord. A waiver or consent by Landlord hereunder will apply only to the specific instance in which granted and not to any other instance, however similar.

22.2 Interpretation. Both parties acknowledge that they have fully read and understood this Lease and have had the opportunity to consult counsel to the extent they deemed necessary, and no provision of this Lease will be construed in favor or against either party by virtue of such party being the drafter of such provision. Enumeration of some but not all items of a class should not be construed as excluding others, notwithstanding the absence of the phrase "without limitation" or words of like meaning.

22.3 Invalid Provisions. If any provision of this Lease is finally determined by a court of competent jurisdiction to be in violation of law or otherwise invalid, this Lease will be deemed amended to the limited extent necessary to cure such violation or invalidity and will be interpreted, as thus amended, so as to implement the intentions of the parties to the greatest extent possible.

22.4 Time of the Essence; Force Majeure. Time is of the essence as to all rights and obligations of the parties hereunder unless specifically provided to the contrary. Notwithstanding the foregoing, if either party fails to perform an obligation hereunder, other than the obligation of Tenant to pay Rent and Additional Rent when due, which failure results from causes beyond the reasonable control of such party, including, without limitation, labor problems, contractor disputes, legal requirements, unavailability of equipment, fixtures or materials, casualty, or disruption or unavailability of utilities or services (a "Force Majeure Event"), the amount of time for performance of



such obligation shall be extended by the amount of time such performance is delayed by reason of such Force Majeure Event.

22.5 Jurisdiction: Governing Laws: No Counterclaim. Any action by Tenant against Landlord will be instituted in the state courts of Massachusetts under Massachusetts law, and Landlord will have personal jurisdiction over Tenant for any action brought by Landlord in Massachusetts by service to Tenant's Notice Address. If Landlord commences any summary proceeding for possession, Tenant will not interpose any counterclaim which is not mandatory or attempt to consolidate such proceeding with another proceeding which includes a claim or counterclaim against Landlord.

22.6 Successors and Assigns. Subject to the provisions of Section 21 above, the benefits and burdens of this Lease will extend to the original Landlord and Tenant and to their respective successors and assigns, who will be included within the terms "Landlord" and "Tenant" as used herein, provided that no transferee from Tenant in violation of the provisions of this Lease will be entitled to any of the rights or benefits of a Tenant hereunder.

22.7 Estoppel Certificates. Each of the parties, within fifteen (15) days of written request from the other, shall provide a certificate identifying this Lease and any amendments hereto, setting forth the amount of the then current monthly installment of Base Rent and of any Security Deposit held hereunder, stating whether this Lease remains in effect, whether there are any defaults by Landlord or Tenant, whether any Rent has been paid more than thirty (30) days in advance, whether Tenant is in possession and paying Rent, whether Tenant claims any off-sets or credits or has any other defenses to the payment of Rent hereunder, and containing such other reasonable and customary information as may be requested.

22.8 Guarantors: Concurrently herewith, Tenant has delivered to Landlord two (2) personal guarantees duly executed by Tenant's principals, Perse B. Tatas and Konstantinos D. Tatas, substantially in the form as provided on Exhibit B, pursuant to which each guarantor shall individually guarantee payment of all of the monetary obligations of Tenant hereunder.

22.9 Entire Agreement. This Lease contains the entire agreement of the parties respecting the Premises and the Property and there are no other agreements or understandings between the parties regarding the subject matter of this Lease, any prior agreements being merged herein and superseded.

(Signatures on next page.)

REBA Form No 38



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

LANDLORD
DEE'S CORNER, LLC


George Dee, Manager

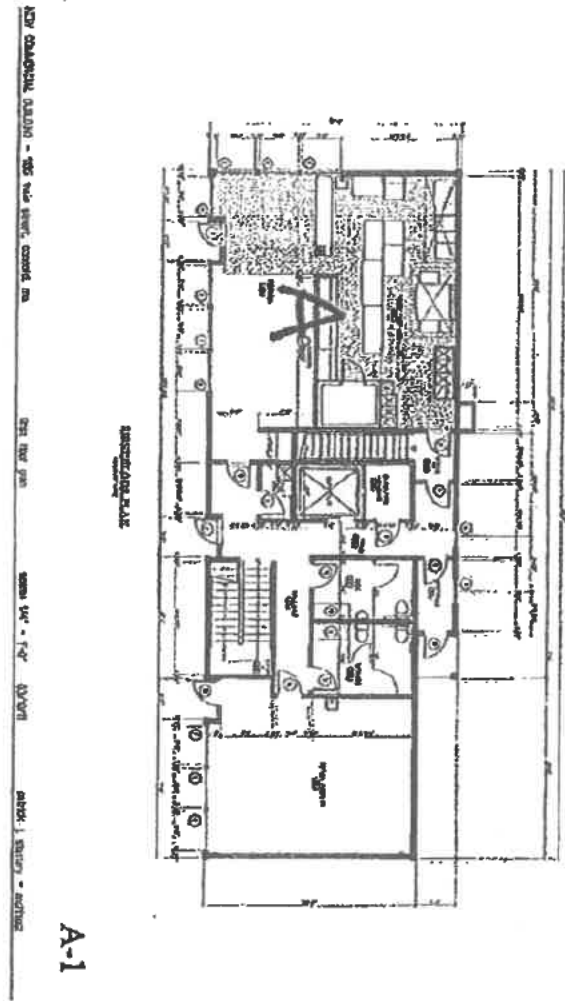
TENANT
NTINOS PHASE II, INC


Perse B. Tatas, President



EXHIBIT A

Floor Plan of Premises



Schedule 1

Reba Short Form Office Lease

Option To Extend

1. **OPTION.** Tenant shall have the right to extend the Term (an "Option to Extend") for the Extension Term or Terms, if any, specified in Section 1 of this Lease, commencing on the day following the Termination Date, as most recently extended by the valid exercise of a prior Option to Extend. An Option to Extend shall be effectively exercised only if (a) Tenant gives notice of exercise to Landlord not less than 180 days prior to the Termination Date, and (b) there are no Tenant Defaults outstanding on either the date of exercise or the first day of the Extension Term.

2. **TERMS AND CONDITIONS DURING EXTENSION TERM.** An Extension Term shall be on the terms and conditions of this Lease as existing on the Termination Date, provided that the number of Extension Terms available to Tenant shall be reduced by one for each Option to Extend that is exercised and the Base Rent shall be the adjusted as follows:

Effective on the first day of year 6, which is the first Lease Year of the First Five Year Extension (years 6 through 10), the Base Rent for every year of the First Five Year Extension will be adjusted by adding to the Base Rent in effect for the immediately preceding Lease Year an amount determined as follows: Tenant agrees that in the event that the "Consumer Price Index for Urban Wage Earners and Clerical Workers, U.S. City Average published by the Bureau of Labor Statistics of the U.S. Department of Labor" ("CPI") for calendar years 2011, 2012, 2013, 2014 and/or 2015, ("2011-2015") increases over the CPI of the year ending December 31, 2010 ("Base Year"), the Rent for the first year of the first Five Year Extension will be calculated by multiplying the Base Rent for the first lease Term (which is \$36,000.00 per year) by the cumulative annual percentage increase of the CPI for 2011-2015, and the resultant figure shall be fixed as the new Base Rent for all five years of the first Five Year Extension (years 6 through 10) and payable in equal monthly installments in advance. Notwithstanding the foregoing, the Rent will never decrease from year to year.

Effective on the first day of year 11, which is the first Lease Year of the Second Five Year Extension (years 11 through 15), the Base Rent for every year of the Second Five Year Extension Term will be adjusted as follows: Tenant agrees that in the event that the "Consumer Price Index for Urban Wage Earners and Clerical Workers, U.S. City Average published by the Bureau of Labor Statistics of the U.S. Department of Labor" ("CPI") for the calendar years 2016, 2017, 2018, 2019 and/or 2020 ("2016-2020") increases over the CPI of the year ending December 31, 2015 ("New Base Year"), the Rent for the first year of the Second Five Year Extension will be calculated by multiplying the Base Rent for the First Five Year Extension Term (calculated above), by said cumulative annual percentage increase of the CPI for 2016-2020 and the resultant figure shall be fixed as be the new Base Rent for all five (5) years of the Second Five Year Extension (years 11 through 15) and payable in equal monthly installments in advance. Notwithstanding the foregoing, the Rent will never decrease from year to year.



SCHEDULE X

LANDLORD'S WORK

Landlord shall deliver the Premises with completed interior sheetrock walls with primer only, floors, electricity, heat, air conditioning and provisions for Tenant to connect its equipment and fixtures to water and gas. Tenant will provide the finish ceiling, ceiling lighting and plumbing, electrical and gas plumbing work.



EXHIBIT B

GUARANTY OF LEASE

1. ACCOMMODATION. For valuable consideration, the receipt of which by the undersigned is hereby acknowledged, and as an inducement to DEE'S CORNER, LLC, a Massachusetts Limited Liability Company of 33 Great Road, Shirley, MA, ("Landlord") to enter a certain lease this day ("Lease") with NTINO'S PHASE II, INC., a duly organized and existing Massachusetts corporation with a mailing address of 255 North Road, Unit 148, Chelmsford, MA 01824 ("Tenant") and to extend accommodation for the account or for the benefit of Tenant, or in respect of which the Tenant may be liable in any capacity to Landlord, the undersigned (if more than one, jointly and severally) hereby unconditionally guarantee(s) to the Landlord irrespective of the validity, regularity, or enforceability of any instrument, writing, or arrangement relating to any such accommodation or of the obligations thereunder, and irrespective of any present or future law or order of any government (whether of right or in fact) or of any agency thereof purporting to reduce, amend, or otherwise affect any obligation of the Tenant or to vary the terms of payment the complete and full performance of each and every agreement, covenant, term, and condition of the Lease to be performed by Tenant including, without limitation, the timely payment of all sums of money to be payable by Tenant as such Lease may be amended in writing from time to time by Landlord and Tenant, expressly including all renewal option periods, if any (hereinafter collectively referred to as the "Obligations") and that the timely and prompt performance and observation of every and any agreement and condition of the obligations to be performed or observed by the Tenant, the payment of all sums stated to be payable in, or which becomes payable under, the obligations, and all other sums which may be owing by the Tenant to the Landlord now or hereafter on account of the obligations, and that said sums will be promptly paid in full when due, whether at maturity or earlier by reason of acceleration or otherwise, or, if now due, when payment thereof shall be demanded by the Landlord together with interest and any and all legal and other costs and expenses paid or incurred in connection therewith by the Landlord as more particularly stated in the Lease to be paid by Tenant. This guarantee shall be continuing and shall not be in any manner impaired, modified or affected by any renewal, extension, waiver or partial waiver, release or partial release, modification, amendment, or abandonment of the Lease, or any release or modification of this guarantee as to any undersigned if more than one. The undersigned hereby expressly waive(s) notice in writing, or otherwise, from the Lessor of its acceptance or reliance on this guarantee. This guarantee shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned; and the death of the undersigned shall not relieve his or her estate from any liability or obligation which may arise hereunder until this guarantee is paid in full and shall not relieve his or her estate from any liability or obligation which may arise hereunder until this guarantee is paid in full.

2. NON-WAIVER. The undersigned hereby consents that from time to time, without notice to or consent of the undersigned, the performance or observance by the Tenant of any of said



agreements or conditions may be waived or the time of performance thereof extended by the Landlord, and payment of any of the Obligations hereby guaranteed may be accelerated in accordance with any agreement between the Landlord and any party liable with respect thereto, or may be extended, or the accommodation may be renewed in whole or in part, all without affecting the liability of the undersigned hereunder. This guarantee specifically covers and includes all such additional or greater obligation of the Tenant as may be effected through future written amendments to the Lease with or without the permission of or noticed to the undersigned. The undersigned hereby waive(s) any and all demand of payment and notice of non-payment. The undersigned agree(s) that whenever, at any time or from time to time, it shall make any payment to the Landlord hereunder on account of the liability of the undersigned hereunder, the undersigned will notify the Landlord in writing that such payment is made under the guaranty for such purpose. No payment by the undersigned pursuant to any provision hereof shall entitle the undersigned, by subrogation to the rights of the Landlord or to any payment by the Tenant or out of the property of the Tenant, except after payment in full of all sums (including said costs, expenses, and interest and attorneys' fees) which may be or become payable by the Tenant to the Landlord at any time or from time to time

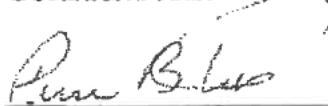
3. **RELEASE.** This guaranty shall continue in full force and be binding upon the undersigned and the estate (or, if more than one, the estates) of the undersigned, notwithstanding the death of any of the undersigned or any guarantor, or any other party liable upon or in respect of any obligation hereby guaranteed; any one or more of the undersigned (if more than one), or any other party liable upon or in respect of any obligation hereby guaranteed, may be released without affecting the liability of any of the undersigned not so released.

4. **ASSIGNMENT.** The Landlord may assign this instrument, or any of its rights and powers hereunder, with all or any of the obligations hereby guaranteed, and, in the event of such assignment, the assignee hereof, or of such rights and powers assigned and/or delivered, shall have the same rights, obligations, and liabilities arising hereunder.

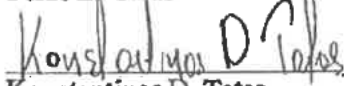
Witness my hand this ____ day of April, 2011.

WITNESS:

GUARANTORS:



Perse B. Tatas



Konstantinos D. Tatas





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

Charles D. Baker
GOVERNOR

Karyn E. Polito
L.T. GOVERNOR



387538844

Rosalin Acosta
SECRETARY

Richard A. Jeffers
DIRECTOR

DINO'S GMMA, LLC
1135 Main St
Concord, MA 01742-3021

EAN: 22081878
February 10, 2022

Certificate Id:56164

The Department of Unemployment Assistance certifies that as of 2/10/2022 ,DINO'S GMMA, LLC 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



Mass.gov



MassTaxConnect



< **Registration Options**

New Business Registration - Confirmation

- **Confirmation Number:** 1-312-658-624
- **Submitted Date and Time:** 1/6/2022 8:01:21 PM
- **Legal Name:** RK EARTH CORP
- **Username:** Dinos2022
- **PIN:** 1982

Your registration has been submitted successfully. You will receive a confirmation email shortly. Upon approval, you will be informed via the email address you supplied.

If you are having problems receiving emails from the Department of Revenue, check your Spam (or Junk) folder for the missing emails. Also add the following email address to your email client's "Safe Senders" list:

MTCNoReply@dor.state.ma.us

Doing this will allow you to receive future account activation, information, messages and alerts. If you are unable to change your Spam settings, please contact the support person/group within your organization or your email provider.

Please print this page and save the confirmation number above for your records.

Contact Us

If you need further assistance, please contact the Department of Revenue at (617) 887-6367 or toll-free in Massachusetts at (800) 392-6089. Business hours are Monday through Friday, 9:00 a.m. to 4:00 p.m.



EXHIBIT 1.03-A

RK EARTH CORP, Debtor
_____, Secured Party
Concord, MA 01475

All Asset Security and Pledge Agreement

1. Creation of Security Interest - The undersigned Debtor grants to the undersigned Secured Party to secure Debtor's obligations as Borrower to make all payments to the Secured Party as Holder pursuant to the Purchase Money Promissory Note executed this date, an all asset security interest in the following assets located at 1135 Main St., Concord MA used in connection with the operation of "Dino's Kouzina Pizzeria" or wherever else that same may be located:
 - a. all equipment, furniture and fixtures used in the conduct of the business,
 - b. all equipment, furniture and fixtures acquired by the Debtor after this date,
 - c. all replacements and substitutes for and proceeds of all the assets listed above,
 - d. all inventory now owned or acquired by the Debtor after this date,
 - e. all supplies now owned or acquired by the Debtor after this date,
 - f. all trade names of the Debtor,
 - g. all intangible assets, including accounts and accounts receivable of the Debtor,
 - h. all customer lists of the Debtor,
 - i. Liquor license issued by the Commonwealth of Massachusetts to _____ and
 - j. all good will of the Debtor.

All of the above are referred to as the "Collateral".

2. Purpose for Security Interest - This security interest is granted to secure Debtor's obligations as Borrower to Secured Party as Holder under a certain Promissory Note signed this day between the parties hereto ("Promissory Note") as part of the Asset Purchase Agreement executed this date concerning the sale of all of the Secured Party assets in that certain restaurant business located at 1135 Main St., in Concord, known as "Dino's Kouzina Pizzeria."
3. Warranties - The Debtor warrants that:
 - a. The Collateral shall be kept at the address of the Debtor specified above, and such location shall not be changed without prior written consent of the Secured Party, except for purposes of repairing the Collateral and selling inventory in the ordinary course of business.
 - b. Debtor shall at all times keep the Collateral insured against fire and theft in an amount not less than the balance due on the Note or such lesser amount which is the maximum amount for which the Collateral can be insured.

- c. Debtor shall at all times keep the Collateral free and clear of all liens, taxes and assessments and shall pay when due, all taxes and assessments relating to the Collateral.
 - d. Debtor shall keep the Collateral in good repair, reasonable wear and tear excepted.
 - e. Debtor shall at all times comply with Debtor's obligations as lessee pursuant to the lease of the premises in which the business of the Debtor is located.
 - f. Debtor hereby covenants that so long as the indebtedness evidenced hereby is outstanding, Debtor will not mortgage, pledge, encumber, grant a security interest in or assign or transfer by way of security any of his property, real or personal, tangible or intangible unless the indebtedness evidenced hereby is rateably secured by such mortgage, pledge, encumbrance, security interest, assignment or transfer.
4. **Default** - The Debtor shall be in default under this Agreement upon the occurrence or happening of any one or more of the following events:
- a. In the event of default in whole or in part in the payment of any amounts due under the Note of even date which default continues for ten (10) days after written notice thereof from Holder or failure to perform any of the terms, conditions, agreements, covenants, representations and warranties set forth in the Promissory Note including, without limitation, the failure to pay all principal, interest payments, attorney fees and late fees when due;
 - b. Breach of any of the warranties contained in Paragraph 3, above;
 - c. Dissolution, insolvency, appointment of a receiver of any part of the property of, assignment for the benefit of creditors or the commencement of any bankruptcy or insolvency laws by or against Debtor.
 - d. A breach by Debtor of any of the terms, conditions, covenants, agreements, representations and warranties set forth in this Agreement or the Purchase Agreement
5. **Remedies on Default** -
- a. Upon any default of the Debtor, at the option of the Secured Party, the obligations secured by this agreement shall become due and payable in full thirty days after notice to the Debtor from the Secured Party or at such earlier date as is provided in the Promissory Note. The Secured Party shall have all rights with respect to the Collateral and disposition of the proceeds as are accorded to a Secured Party by the applicable sections of the Uniform Commercial Code.
 - b. **Remedies In Case of Event of Default.** If an Event of Default occurs, Secured Party shall be entitled to exercise all of the rights, powers and remedies vested in it by this Agreement, and now or hereafter existing at law or in equity, or by statute or otherwise, for the protection and enforcement of its rights with respect to the Collateral, be entitled, without limitation.
 - c. Upon any default, the Secured Party's reasonable expenses for taking, storing and selling the Collateral and reasonable attorney's fees shall be chargeable to and paid by the Debtor.

EXECUTED UNDER SEAL this _____ day of _____, 2022.

Debtor RK EARTH CORP

Witness to signature

By: _____
Rafael Klipp Borges, President and Treasurer
Duly Authorized

Witness to signature

By: _____
Rafael Klipp Borges, Individually as Debtor

SECURED PARTY:

Witness to signature

By: _____
Maria Kakoutsis
Duly Authorized

Schedule 1.01(a)(i)

Equipment List

Schedule 1.01(a)(iii)

Contracts

Schedule 1.09

Purchase Price Allocation

The Purchase Price shall be allocated among the Subject Assets as follows, and the Buyer and Seller further agree that such allocation is based upon the respective fair market values of the Subject Assets and is an appropriate allocation:

Equipment

Inventory

All of Seller's goodwill with respect to the
Business

Total



Buyer and Seller further agree that they will cooperate in completing and filing Internal Revenue Service Forms 8594 and that the allocation of the respective purchase prices reflected on such form shall be as set forth above.

Schedule 2.08

Lease

(attach copy)

EXHIBIT A

Form of Bill of Sale

BILL OF SALE

In consideration of \$1.00 and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, DINO'S GMAA, LLC, does hereby sell and convey to RK EARTH CORP, all its right, title and interest to equipment, trade fixtures, inventory and supplies located at 1135 Main St. Concord, MA 01742.

To have and to hold all and singular the above referenced assets to the grantee, and its successors and assigns to its own use.

And the Seller hereby covenants with the grantee that it is the lawful owner of the said above referenced assets; that they are free from all encumbrances; that it has good right to sell the same as aforesaid; and that it will warrant and defend the same against the lawful claims and demands of all persons.

Executed this ___ day of _____, 2022

DINO'S GMAA, LLC, Seller

By _____
Maria Kakoutsis, Member,
Duly Authorized

EXHIBIT 1.03

PURCHASE MONEY
PROMISSORY NOTE

[REDACTED], 2022

For value received, the sufficiency of which is hereby irrevocably acknowledged, Rafael Klipp Borges, individual residing at _____ and _____, a Massachusetts _____ and RK EARTH CORP with a principal place of business at 1135 Main St., Concord, MA 01742 (jointly referred to as "Borrower"), jointly and severally, promise to pay to the order of Maria Kakoutsis, having an address of 130 Turnpike Road, Unit 1, Chelmsford, MA 01824 and Grigorios Paraschos, having an address of _____ (jointly referred to as "Holder"), the sum of [REDACTED] Dollars with interest at rate of one and 67/100 percent (1.67%) per annum on the unpaid principal, amortized over four (4) years, on all unpaid balances, payable in forty-eight (48) consecutive monthly of principal only payments of \$5,000, commencing on the ____ day of each month beginning on _____, 2022, and continuing thereafter until said principal and interest have been paid in full no later than _____, 2026. Said payments shall be made by two separate checks, one to Maria Kakoutsis in the amount of \$2,500 and one payable to Grigorios Paraschos in the amount of \$2,500. Interest will accrue until the end of this note and assuming that Buyer has made timely payments of principal as set forth above, said interest shall be forgiven.

In the event of default in whole or in part in the payment of this Note continuing for ten (10) days after written notice thereof from Holder, or if the Borrower or either of them shall make or suffer (a) an assignment for the benefit of creditors, or (b) a receivership of assets not dissolved within sixty (60) days; or (c) the filing of a petition in bankruptcy of the institution of any other proceedings under any federal or state law relating to bankruptcy, bankruptcy reorganization, insolvency or relief of debtors, which petition of proceedings is not dismissed within sixty (60) days from the date on which it is filed or instituted; then Holder shall be entitled to exercise any and all remedies available at law, equity, or both with respect thereto, and, in addition thereto and not in substitution thereof, accelerate the schedule and date for payment of the entire balance of the principal sum and accrued or accruing interest payable with respect thereto by written demand delivered by U.S. mail to Borrower, and said indebtedness shall then be and become immediately, due and payable with interest at a default rate of ten percent (10%) per annum on the unpaid balance thereof as it appears from time to time until it be fully paid and satisfied.

Each and every party liable hereon expressly (1) waives presentment, demand, protest and notices of every kind and description and waives defense of every nature thereon; (2) waives any defenses based upon, and specifically assents to, any and all extensions and postponements of the time of payment and all other indulgences, forbearances or other agreements which may be granted by the holder to any party liable thereon; (3) agrees to the addition or release of any other party or person primarily or secondarily liable; (4) agrees to be bound by all the terms contained in this Promissory Note; and (5) agrees that, in the event of default, the Borrower shall pay all reasonable costs and expenses of collection, including reasonable attorney's fees. If after any default, the Holder shall place this note with an attorney for collection, the undersigned agrees to pay any and all costs and expenses of such collection action and any and all reasonable attorney's fees incurred in connection therewith.

No delay or omission on the part of the Holder in exercising any right hereunder shall operate as a waiver of such right or any other right of such holder, nor shall any delay, omission or waiver on any one occasion be deemed a bar to or waiver of the same or any right on any future occasion.

This Note shall be binding upon the parties herein and their respective successors and permitted assigns, if any. The liability of Borrowers shall be joint and several and no waiver, forbearance or release as to anyone of them shall constitute a waiver, forbearance or release of the other.

This Promissory Note is secured by a pledge of the Massachusetts liquor license to be transferred to Borrowers and an All Asset Security and Pledge Agreement executed this date in the tangible equipment, inventory and assets and all intangible assets and accounts receivable of the Borrower, wherever the same may be located as evidenced by the Security Agreement executed by the Borrower hereto this same date.

All rights and obligations hereunder shall be governed by the laws of the Commonwealth of Massachusetts, and this Promissory Note shall have the effect of a sealed instrument. It is agreed this is not a Consumer Loan under Massachusetts General Laws, Chapter 140.

Witness our hands and seals as of this _____ day of _____ 2022.

WITNESS TO ALL:

RK EARTH CORP

By: Rafael Klipp Borges
Its: President and Treasurer

By: _____
Rafael Klipp Borges, individually

ASSET PURCHASE AGREEMENT

by and among

DINO'S GMAA, LLC, Maria Kakoutsis, as Member

as Seller

and

**RK EARTH CORP,
as Buyer**

Dated as of

February 10, 2022

ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (the “**Agreement**”) entered into as of February 10, 2022 by and between DINO’S GMAA, LLC, whose address is 1135 Main St., Concord, MA (“referred to as **Seller**”), and RK EARTH CORP (“**Buyer**”). Buyer and Seller may be referred to herein from time to time, each, as a “**Party**” and, collectively, as the “**Parties.**”

WITNESSETH

WHEREAS, Seller operates a restaurant business at 1135 Main St., Concord, MA doing business as “Dino’s Kouzina Pizzeria” (the “**Business**”); and

WHEREAS, subject to the terms and conditions hereof, Seller desires to sell substantially all of its assets utilized by Seller in the Business; and

WHEREAS, subject to the terms and conditions hereof, Buyer desires to purchase said Business assets of Seller upon the terms and conditions specified herein.

NOW, THEREFORE, in order to consummate said purchase and sale and in consideration of the mutual agreements set forth herein, the parties hereto agree as follows:

SECTION 1. PURCHASE AND SALE OF ASSETS.

Section 1.01 Sale of Assets.

- (a) Assets Purchased. Subject to the provisions of this Agreement, Seller agrees to sell and Buyer agrees to purchase, at the Closing (as defined in Section 1.04 hereof), the following assets of Seller used exclusively in the Business:
- (i) All tools and equipment used in connection with the Business, including without limitation that equipment listed on Schedule 1.01(a)(i) hereto (the “**Equipment**”);
 - (ii) All inventory owned by the Business on the Closing Date (the “**Inventory**”);
 - (iii) Subject to consents, if any, that may be required from third parties, Seller’s rights under various contracts pertaining to the Business to the extent assignable, including without limitation those written contracts between Seller and its end customers and suppliers listed on Schedule 1.01(a)(iii) hereto (“**Contracts**”);
 - (iv) Seller’s recipes, customer lists, mailing lists and past ordering behavior records, to the extent legally assignable and disclosable, in electronic form and, as available, in written form;

- (v) All of Seller's telephone numbers used with respect to the Business, to the extent assignable; and
- (vi) All of Seller's goodwill with respect to the Business, including the name of the business.

The foregoing assets of Seller to be sold to and purchased by Buyer under this Agreement are hereinafter sometimes referred to collectively as the "Subject Assets."

- (b) Excluded Assets. The following assets of said Business shall be specifically EXCLUDED from the Subject Assets:
 - (i) Seller's cash, cash equivalents and bank accounts;

Section 1.02 Assumption of Liabilities. Buyer shall not assume any liabilities or obligations of any kind or nature, contractual or otherwise, of Seller as of the date of the Closing, other than the obligations arising from and after Closing under the Contracts (collectively "Assumed Liabilities").

The only liabilities to be assumed by Buyer under this Agreement are the Assumed Liabilities, and all other obligations and the liabilities, of whatever kind and nature, are not assumed by Buyer under this Agreement are hereinafter sometimes referred to as the "Excluded Liabilities." The assumption of any liabilities by any party hereunder shall not enlarge any rights of third parties under contracts or arrangements with Buyer or Seller, and nothing herein shall prevent any party from contesting in good faith with any third party any of said liabilities.

Section 1.03 Purchase Price and Payment.

- (a) Purchase Price. "Purchase Price" shall mean an amount equal to [REDACTED]
- (b) Payment of Purchase Price. In consideration of the sale by Seller to Buyer of the Subject Assets and assumption by Buyer of the Assumed Liabilities, the Buyer agrees that it will deliver to Seller upon execution of this Agreement, the sum of [REDACTED] and at Closing the additional sum of [REDACTED] and to execute a Promissory Note for the sum of [REDACTED] in the form attached hereto as Exhibit 1.03, secured by a Security and Pledge Agreement with accompanying UCC1 in the form attached as Exhibit 1.03-A.

All deposits made hereunder shall be held in escrow by Eliopoulos & Eliopoulos, PC, as escrow agent in a non-interest bearing account, (an IOLTA account in case attorney holds deposit) subject to the terms of this agreement and shall be duly accounted for at the time for performance of this Agreement. In the event there is a default, the deposit shall immediately be paid over to the non-defaulting party. Should there be a reasonable disagreement as to who is in default and both parties have made written claims to the funds, then the escrow agent shall retain the deposit pending written mutually agreeable instructions, signed by both the Buyer

and the Seller or shall pay the monies into the courts upon the filing of an interpleader action. Furthermore, so long as Escrow Agent served in good faith, Buyer and Seller shall agree to hold harmless the Escrow Agent from damages, losses or expenses, arising out of this Agreement or any action or failure to act, including reasonable attorney's fees, related thereto.

Section 1.04 Time and Place of Closing. The closing of the purchase and sale provided for in this Agreement (herein called the "Closing") shall be held at the offices of Seller's attorney, within 30 days from the date the of the transfer of the liquor license as set forth herein (the "Closing Date") or at such other place or earlier date or time as may be fixed by mutual agreement of Buyer and Seller.

Section 1.05 Transfer of Subject Assets. At the Closing, Seller shall deliver or cause to be delivered to Buyer a bill of sale transferring to Buyer title to all the Subject Assets, in the form of Exhibit A attached hereto. Such bill of sale shall effectively vest in Buyer good and marketable title to all the Subject Assets free and clear of any and all mortgages, options, leases, charges, liens, interests, security interests, pledges, covenants, conditions, agreements, encumbrances or any other claims or restrictions of any nature whatsoever, including the claims or liens of any lenders, courts, governmental or regulatory authorities, bodies, bureaus and agencies, domestic or foreign (collectively, "Encumbrances"). Seller shall also deliver at closing a Certificate of Good Standing from the Secretary of the Commonwealth relative to the assets being sold hereunder. Seller shall also provide an Estoppel Certificate signed by Seller and Landlord, representing and warranting that no defaults exist under the Lease by Landlord or by Seller/Tenant as of the Time of Closing.

Section 1.06 Delivery of Subject Assets. At the Closing, and as a condition of Closing, Seller shall deliver or cause to be delivered to Buyer in accordance with Buyer's instructions all of the Subject Assets, with such assignments thereof as are necessary to assure Buyer of the full benefit of the same with respect to the Business.

Section 1.07 Accounts Receivable. Seller may use reasonable and customary efforts after the Closing to collect the accounts receivable of the Business for periods prior to the Closing Date for its own account, provided that such efforts do not interfere with Buyer's practice of the Business after the Closing Date and comply with applicable law.

Section 1.08 Allocation of Purchase Price. The Purchase Price shall be allocated among the Subject Assets as set forth on Schedule 1.07, in which tangible personal property has been allocated amounts equal to its fair market value, and the balance of the Purchase Price has been allocated to goodwill. Such allocation has been made in accordance with the provisions of Section 1060 of the Internal Revenue Code of 1986, as amended (the "Code"), and shall be binding upon Buyer and Seller for all purposes (including financial accounting purposes, financial and regulatory reporting purposes and tax purposes). Buyer and Seller also each agree to file IRS Form 8594 consistently with the foregoing and in accordance with Section 1060 of the Code.

Section 1.09 Sales and Transfer Taxes. All sales and transfer taxes, fees and duties under applicable law incurred in connection with this Agreement or the transactions contemplated thereby will be borne and paid by the party against whom such taxes, fees or duties are primarily imposed by applicable law, either party shall promptly reimburse the other for the payment of any

such tax, fee or duty which it has made on behalf of the other.

SECTION 2. REPRESENTATIONS AND WARRANTIES OF SELLER.

Section 2.01 Making of Representations and Warranties. As a material inducement to Buyer to enter into this Agreement and consummate the transactions contemplated hereby, Seller hereby makes to Buyer the representations and warranties contained in this Section 2 as of the date hereof. As used herein, the "knowledge of Seller" or the "Seller's knowledge" or like terms shall mean the actual knowledge of the officers and senior employees of Seller, without any duty of independent investigation or inquiry.

Section 2.02 Organization and Qualifications of Seller. Seller is a corporation duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts. Seller has all requisite power and authority to own or lease the Subject Assets and to conduct the Business. Seller is duly qualified, licensed and in good standing to conduct business and to perform services or provide goods in connection with the Business in every jurisdiction in which any of Seller's activities require qualification, licensure and good standing as of the Closing Date.

Section 2.03 Authority of Seller. Seller has full right, authority and power to enter into this Agreement and each agreement, document and instrument to be executed and delivered by Seller pursuant to this Agreement and to carry out the transactions contemplated hereby. The execution, delivery and performance by Seller of this Agreement and each such other agreement, document and instrument have been duly authorized by all necessary action of Seller and no other action on the part of Seller is required in connection therewith. This Agreement and each agreement, document and instrument executed and delivered by Seller pursuant to this Agreement constitutes, or when executed and delivered will constitute, valid and binding obligations of Seller enforceable in accordance with their terms. The execution, delivery and performance by Seller of this Agreement and each such agreement, document and instrument:

- (a) does not and will not violate any laws of the United States, or any state or other jurisdiction applicable to Seller or require Seller to obtain any approval, consent or waiver of, or make any filing with, any person or entity (governmental or otherwise) that has not been obtained or made; and
- (b) does not and will not result in a breach of, constitute a default under, accelerate any obligation under, or give rise to a right of termination of any indenture or loan or credit agreement or any other agreement, contract, instrument, mortgage, lien, lease, permit, authorization, order, writ, judgment, injunction, decree, determination or arbitration award to which Seller is a party or by which the property of Seller is bound or affected, or result in the creation or imposition of any mortgage, pledge, lien, security interest or other charge or encumbrance on any of the Subject Assets.

Section 2.04 Equipment and other Subject Assets. A complete description of substantially all of Seller's Equipment is contained in Schedule 1.01(a)(i). Seller has good and marketable title to or a valid, transferable license to use and/or to sublicense (as applicable) all of the Subject Assets. The Subject Assets are not subject to any Encumbrances. ALL WARRANTIES OF ANY KIND

WHATSOEVER, EXPRESS, IMPLIED AND STATUTORY, ARE HEREBY DISCLAIMED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. THE EQUIPMENT (INCLUDING ANY ACCESSORIES AND COMPONENTS) IS SOLD 'AS IS.'

Section 2.05 Absence of Undisclosed Liabilities. There is no liability of any nature (whether accrued, absolute, contingent or otherwise) required by generally accepted accounting principles to be reflected in financial statements that was not fully disclosed, reflected or reserved against.

Section 2.06 Subject Assets. The Subject Assets constitute all of the property and property rights now used in, or necessary for the conduct of, the Business in the manner and to the extent presently conducted or planned by the Seller.

Section 2.07 Leased Property. All of the real property leased by Seller as tenant or lessee for the Business is identified on Schedule 2.08 (collectively referred to herein as the "Leased Real Property"). Seller hereby represents and warrants with respect to the Leased Real Property that the copies of the leases for the Leased Real Property delivered by Seller to Buyer (the "Leases") and the information with respect to each of the Leases set forth in Schedule 2.08 is complete, accurate, true and correct as of the date hereof. Except as set forth on Schedule 2.08:

- (a) each of the Leases is in full force and effect and has not been modified, amended or altered, in writing or otherwise except as provided in this Agreement;
- (b) all obligations of the landlord or lessor under the Leases which have accrued have been performed, and, to the best of the knowledge of Seller, no landlord or lessor is in default under any Lease;
- (c) all obligations of the tenant or lessee under the Leases which have accrued have been performed, and Seller is not in default under any Lease, and no circumstance presently exists which, with notice or the passage of time, or both, would give rise to a default by Seller.
- (d) All amounts which would result in Encumbrances under each and all leases have been paid and fully satisfied through Closing Date.

Section 2.08 Taxes.

- (a) Seller has paid or caused to be paid all federal, state, local, and other taxes, including, without limitation, income taxes, estimated taxes, alternative minimum taxes, excise taxes, sales taxes, use taxes, value-added taxes, gross receipts taxes, franchise taxes, capital stock taxes, employment and payroll-related taxes, withholding taxes, stamp taxes, transfer taxes, windfall profit taxes, environmental taxes and property taxes, whether or not measured in whole or in part by net income, and all deficiencies, or other additions to tax, interest, fines and penalties owed by it (collectively, "Taxes"), required to be paid by the Seller through the date hereof, whether disputed or not and said Taxes that accrue up through the closing date shall be paid by Seller when due.

- (b) Seller has in accordance with applicable law filed all federal, state and local tax returns required to be filed by it through the date hereof, and all such returns correctly and accurately set forth the amount of any Taxes relating to the applicable period.
- (c) Neither the Internal Revenue Service nor any other governmental authority is now asserting or, to the knowledge of Seller, threatening to assert against Seller any deficiency or claim for additional Taxes. There are no security interests on any of the assets of Seller that arose in connection with any failure (or alleged failure) to pay any Taxes. Seller has never entered into a closing agreement pursuant to Section 7121 of the Code.
- (d) Seller is not a "foreign person" within the meaning of Section 1445 of the Code and Treasury Regulations Section 1.1445-2.
- (e) For purposes of this Agreement, all references to Sections of the Code shall include any predecessor provisions to such Sections and any similar provisions of federal, state, local or foreign law.

Section 2.09 Compliance with Laws. Seller has not received any notice that it is not in compliance with any applicable statutes, ordinances, orders, judgments, decrees and rules and regulations promulgated by any federal, state, municipal or other governmental authority which apply to the Seller or to the conduct of his business.

Section 2.10 Finder's Fee. Seller has not incurred or become liable for any broker's commission or finder's fee relating to or in connection with the transactions contemplated by this Agreement.

Section 2.11 Disclosure. The representations, warranties and statements contained in this Agreement and in the certificates, exhibits and schedules delivered by Seller pursuant to this Agreement to Buyer do not contain any untrue statement of a material fact, and, when taken together, do not omit to state a material fact required to be stated therein or necessary in order to make such representations, warranties or statements not misleading in any material manner in light of the circumstances under which they were made.

SECTION 3. COVENANTS OF SELLER.

Section 3.01 Making of Covenants and Agreements. Seller hereby makes the covenants and agreements set forth in this Section 3.

Section 3.02 Conduct of Business. Between the date of this Agreement and the Closing Date, Seller will:

- (a) Conduct its business only in the ordinary course and refrain from changing or introducing any method of management or operations, except in the ordinary course of business and consistent with prior practices;

- (b) Use commercially reasonable efforts to preserve the goodwill of all suppliers, customers, independent contractors and others having business relations with it;

Section 3.03 Consummation of Agreement. Seller shall use commercially reasonable efforts to perform and fulfill all conditions and obligations on its part to be performed and fulfilled under this Agreement, to the end that the transactions contemplated by this Agreement shall be fully carried out.

Section 3.04 Confidentiality. Seller agrees that, unless and until the Closing has been consummated, Seller, its managers, members, employees, agents and representatives will hold in strict confidence, and will not use, any confidential or proprietary data or information obtained from Buyer with respect to its business or financial condition except for the purpose of evaluating, negotiating and completing the transaction contemplated hereby and that such data and/or information shall only be disclosed to those of Seller's officers, directors, agents and representatives that have a need to know such information for such purpose. Information generally known in Buyer's industry or which has been disclosed to Seller by third parties who have a right to do so shall not be deemed confidential or proprietary information for purposes of this agreement. If the transaction contemplated by this Agreement is not consummated, Seller will return to Buyer (or destroy and certify that it has destroyed) all copies of such data and information, including, but not limited to, financial information, customer lists, business and corporate records, worksheets, test reports, tax returns, lists, memoranda and other documents prepared by or made available to Seller in connection with the transaction.

SECTION 4. REPRESENTATIONS AND WARRANTIES OF BUYER.

Section 4.01 Making of Representations and Warranties. As a material inducement to Seller to enter into this Agreement and consummate the transactions contemplated hereby, Buyer hereby makes the representations and warranties to Seller contained in this Section 4.

Section 4.02 Organization and Qualification of Buyer. If Buyer creates an entity to take title to the assets, it shall be validly existing and in good standing under the laws of the Commonwealth of Massachusetts with full corporate power to own or lease its properties and to conduct its business in the manner and in the places where such properties are owned or leased or such business is conducted by it. Buyer shall not in violation of any term of any such documents. Buyer is not required to be licensed or qualified to conduct its business or own its property in any other jurisdiction, except to the extent that its failure to be so qualified will not have a material or substantial adverse effect upon the operations of the Buyer. Buyer shall still remain personally liable under the promissory note contemplated herein.

Section 4.03 Authority of Buyer. Buyer has full right, authority and power to enter into this Agreement and each agreement, document and instrument to be executed and delivered by Buyer pursuant to this Agreement, and to carry out the transactions contemplated hereby. The execution, delivery and performance by Buyer of this Agreement and each such other agreement, document and instrument have been duly authorized by all necessary corporate action of Buyer, and no other action on the part of Buyer is required in connection therewith. This Agreement and each other agreement, document and instrument executed and delivered by Buyer pursuant to this Agreement constitute, or when executed and delivered will constitute, valid and binding obligations of Buyer

enforceable in accordance with their terms. The execution, delivery and performance by Seller of this Agreement and each such agreement, document and instrument:

- (a) does not and will not violate any provision of any Articles of Organization, Certificate of Formation or Certificate of Limited Partnership, as amended to date, or bylaws, operating agreement or limited partnership agreement, as amended to date, in each case, as applicable, of Buyer;
- (b) does not and will not violate any laws of the United States, or any state or other jurisdiction applicable to Seller or require Buyer to obtain any approval, consent or waiver of, or make any filing with, any person or entity (governmental or otherwise) that has not been obtained or made; and
- (c) does not and will not result in a breach of, constitute a default under, accelerate any obligation under, or give rise to a right of termination of any indenture or loan or credit agreement or any other agreement, contract, instrument, mortgage, lien, lease, permit, authorization, order, writ, judgment, injunction, decree, determination or arbitration award to which Buyer is a party or by which the property of Buyer is bound or affected.

Section 4.04 Litigation. There is no litigation or governmental or administrative proceeding or investigation pending or, to its knowledge, threatened against Buyer which may have any adverse effect on Buyer's properties, assets, prospects, financial condition or business, or prevent or hinder the consummation of the transactions contemplated by this Agreement.

Section 4.05 Compliance with Laws. Buyer has not received any notice that it is not in compliance with any applicable statutes, ordinances, orders, judgments, decrees and rules and regulations promulgated by any federal, state, municipal or other governmental authority which apply to the Buyer or to the conduct of its business.

Section 4.06 Finder's Fee. Buyer has not incurred or become liable for any broker's commission or finder's fee relating to or in connection with the transactions contemplated by this Agreement.

Section 4.07 Disclosure. The representations, warranties and statements contained in this Agreement and in the certificates, exhibits and schedules delivered by Buyer pursuant to this Agreement to Seller do not contain any untrue statement of a material fact, and, when taken together, do not omit to state a material fact required to be stated therein or necessary in order to make such representations, warranties or statements not misleading in any material manner in light of the circumstances under which they were made.

SECTION 5. COVENANTS OF BUYER.

Section 5.01 Making of Covenants and Agreement. Buyer hereby makes the covenants and agreements set forth in this Section 5.

Section 5.02 Consummation of Agreement. Buyer shall use commercially reasonable efforts to perform and fulfill all conditions and obligations on their parts to be performed and fulfilled

under this Agreement, to the end that the transactions contemplated by this Agreement shall be fully carried out. Buyer covenants that it has the financial ability to fulfill all obligations undertaken herein and will unconditionally pay all amounts promised to pay under the Promissory Note executed in connection herewith without set-off.

Section 5.03 Cooperation of Buyer. Buyer shall cooperate with all reasonable requests of Seller and Seller's counsel in connection with the consummation of the transactions contemplated hereby.

Section 5.04 Confidentiality. Buyer agrees that, unless and until the Closing has been consummated, Buyer and its officers, directors, agents and representatives will hold in strict confidence, and will not use any confidential or proprietary data or information obtained from Seller with respect to the business or financial condition of Seller, except for the purpose of evaluating, negotiating and completing the transaction contemplated hereby. Information generally known in Seller's industry or which has been disclosed to Buyer by third parties who have a right to do so shall not be deemed confidential or proprietary information for purposes of this agreement. If the transaction contemplated by this Agreement is not consummated, Buyer will return to Seller (or certify that it has destroyed) all copies of such data and information, including, but not limited to, financial information, customer lists, business and corporate records, worksheets, test reports, tax returns, lists, memoranda and other documents prepared by or made available to Buyer in connection with the transaction.

SECTION 6. CONDITIONS.

Section 6.01 Conditions to the Obligations of Buyer. The obligation of Buyer to consummate this Agreement and the transactions contemplated hereby are subject to the fulfillment, prior to or at the Closing, of the following conditions precedent:

- (a) Assignment of Massachusetts Liquor License. Prior to Closing, the Buyer and Seller will cooperate with each other in Buyer's application to the local and state boards to obtain a transfer of the liquor license and accompanying pledge back to Buyer to secure payment of Buyer's obligations hereunder
- (b) Consent to assignment of Lease. Prior to Closing, the Buyer and Seller will cooperate with each other in securing the current landlord's assent to the assignment of the Lease attached hereto as Exhibit B which shall include with one additional Five (5) year option to renew at a rent of \$3,540 per month for those first five years with the right to extend the Lease to 2037 at a rental rate to be agreed upon by Landlord and Tenant. Seller shall pay any reasonably attorney's fees charged by the landlord or incurred by landlord in evaluating, processing and documenting said assignment and amendment to Lease.
- (c) No Material Change. There shall have been no material adverse change in the financial condition, prospects, properties, assets, liabilities, business or operations of Seller since the date hereof, whether or not in the ordinary course of business.

- (d) Buyer's purchase is conditioned upon Buyer obtaining any and all necessary permits, licenses and approvals to operate the Business at its present location, including and/or the successful transfer to Buyer of all existing permits, licenses, the full liquor license, and all other approvals concerning said business. Buyer shall submit an application for transfer of the existing liquor license to the Town within 15 days from the execution of the Purchase and Sale agreement. It shall be the BUYER's sole responsibility to acquire any and all permits and licenses necessary for the conduct of the business or in the transfer of any license for the sale of Assets.

Notwithstanding the above, in the event Buyer has not obtained the transfer of the existing liquor license or any other necessary permits and approvals by April 30, 2022, the either party may terminate this agreement and whereupon Buyer shall obtain a full refund of all deposits.

Except as set forth above, if Buyer shall fail to fulfill Buyer's agreements herein, the Deposit and the interest earned thereon, if any, shall be the Sellers as liquidated damages. Subject to and without derogating from or impairing in any way Seller's rights or Buyer's obligations under the provisions of this Agreement, a retention of the Deposit and interest earned thereon shall constitute Seller's sole and exclusive remedy for a failure by Buyer to perform hereunder. The parties agree that a sum equal to the Deposit represents a reasonable estimate of the damages Seller will sustain as a result of a default by the Buyer.

Section 6.02 Conditions to Obligations of Seller. Seller's obligation to consummate this Agreement and the transactions contemplated hereby is subject to the fulfillment, prior to or at the Closing, of the following conditions precedent:

- (a) Representations; Warranties; Covenants. Each of the representations and warranties of Buyer contained in Section 4 shall be true and correct in all material respects as though made on and as of the Closing; Buyer shall, on or before the Closing, have performed all of its obligations hereunder which by the terms hereof are to be performed on or before the Closing.
- (b) No Material Change. There shall have been no material adverse change in the financial condition, prospects, properties, assets, liabilities, business or operations of Seller since the date hereof, whether or not in the ordinary course of business.
- (c) No Litigation. There shall have been no determination by Seller, acting in good faith, that the consummation of the transactions contemplated by this Agreement has become inadvisable or impracticable by reason of the institution or threat by any person or any federal, state or other governmental authority of material litigation, proceedings or other action against Buyer or Seller.

SECTION 7. TERMINATION OF AGREEMENT; RIGHTS TO PROCEED.

Section 7.01 Termination. At any time prior to the Closing, this Agreement may be terminated as follows:

- (a) by mutual written consent of all of the parties to this Agreement;
- (b) by Buyer, pursuant to written notice by Buyer to Seller, if any of the conditions set forth in Section 6.01 of this Agreement have not been satisfied at or prior to the Closing, or if it has become reasonably and objectively certain that any of such conditions, other than a condition within the control of Seller, will not be satisfied at or prior to the Closing, such written notice to set forth such conditions which have not been or will not be so satisfied; and
- (c) by Seller, pursuant to written notice by Seller to Buyer, if any of the conditions set forth in Section 6.02 of this Agreement have not been satisfied at or prior to the Closing, or if it has become reasonably and objectively certain that any of such conditions, other than a condition within the control of Buyer, will not be satisfied at or prior to the Closing, such written notice to set forth such conditions which have not been or will not be so satisfied.
- (d) In the event the Buyer does not perform its obligations hereunder, then Seller as its sole remedy, shall have the right to terminate this Agreement and retain any deposits hereunder.

Section 7.02 Effect of Termination. All obligations of the parties hereunder shall cease upon any termination pursuant to Section 7.01, provided, however, that the provisions of Sections 7 and 10 hereof shall survive any termination of this Agreement.

Section 7.03 Right to Proceed. Anything in this Agreement to the contrary notwithstanding, if any of the conditions specified in Section 6.01 hereof have not been satisfied, Buyer shall have the right to proceed with the transactions contemplated hereby and thereupon shall be deemed to waive any objections and accept any known existing conditions, and if any of the conditions specified in Section 6.02 hereof have not been satisfied, Seller shall have the right to proceed with the transactions contemplated hereby and thereupon shall be deemed to waive any objections and accept any known existing conditions.

SECTION 8. RIGHTS AND OBLIGATIONS SUBSEQUENT TO CLOSING.

Section 8.01 Survival of Warranties. Except as otherwise set forth herein, each of the representations, warranties, agreements, covenants and obligations herein or in any schedule, exhibit, certificate or financial statement delivered by any party to the other party incident to the transactions contemplated hereby shall survive the Closing.

SECTION 9. MISCELLANEOUS.

Section 9.01 Fees and Expenses.

- (a) Each of the parties will bear its own expenses in connection with the negotiation and the consummation of the transactions contemplated by this Agreement, and no expenses of Seller relating in any way to the purchase and sale of the Subject Assets

hereunder and the transactions contemplated hereby, including, without limitation, legal, accounting or other professional expenses of Seller, shall be charged to or paid by Buyer or included in any of the Assumed Liabilities.

- (b) Seller will at its expense deliver to Buyer assignments, bills of sale or other documents to effect the change of ownership of the Subject Assets and the other rights to be transferred in accordance with this Agreement, and Buyer will at its expense file or record such of said documents as it may deem appropriate to perfect the transfer, including without limitation the payment of any costs, expenses or transfer or sales taxes imposed in connection with the transfers of vehicles included in the Subject Assets.

Section 9.02 Governing Law. This Agreement shall be construed under and governed by the internal laws of the Commonwealth of Massachusetts without regard to its conflict of laws provisions.

Section 9.03 Notices. Any notice, request, demand or other communication required or permitted hereunder shall be in writing and shall be deemed to have been given if delivered or sent by facsimile transmission, upon receipt, nationally recognized overnight delivery service or if sent by certified mail, upon the sooner of the date on which receipt is acknowledged or the expiration of three days after deposit in United States post office facilities properly addressed with postage prepaid. All notices to a party will be sent to the addresses set forth below or to such other address or person as such party may designate by notice to each other party hereunder:

TO BUYER: RK EARTH CORP
c/o Rafael Klipp Borges
20 Vincent Ave.
Lancaster, MA 01523

With a copy to:

TO SELLER: DINO'S GMAA, LLC
130 Turnpike Road, Unit 1
Chelmsford, MA 01824

With a copy to: Philip Eliopoulos, Esq.
Eliopoulos & Eliopoulos, P.C.
9 North Road
Chelmsford, MA 01824

Any notice given hereunder may be given on behalf of any party by his counsel or other authorized representatives.

Section 9.04 Entire Agreement. This Agreement, including the Schedules and Exhibits referred to herein and the other writings specifically identified herein or contemplated hereby, is

complete, reflects the entire agreement of the parties with respect to its subject matter, and supersedes all previous written or oral negotiations, commitments and writings. No promises, representations, understandings, warranties and agreements have been made by any of the parties hereto except as referred to herein or in such Schedules and Exhibits or in such other writings; and all inducements to the making of this Agreement relied upon by either party hereto have been expressed herein or in such Schedules or Exhibits or in such other writings.

Section 9.05 Assignability; Binding Effect. This Agreement may not be assigned by Seller or Buyer without the prior written consent of the other. This Agreement shall be binding upon and enforceable by, and shall inure to the benefit of, the parties hereto and their respective successors and permitted assigns.

Section 9.06 Captions and Gender. The captions in this Agreement are for convenience only and shall not affect the construction or interpretation of any term or provision hereof. The use in this Agreement of the masculine pronoun in reference to a party hereto shall be deemed to include the feminine or neuter, as the context may require.

Section 9.07 Execution in Counterparts. For the convenience of the parties and to facilitate execution, this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

Section 9.08 Amendments. This Agreement may not be amended or modified, nor may compliance with any condition or covenant set forth herein be waived, except by a writing duly and validly executed by each party hereto, or, in the case of a waiver, the party waiving compliance.

Section 9.09 Publicity and Disclosures. No press releases or public disclosure, either written or oral, of the transactions contemplated by this Agreement, shall be made by a party to this Agreement without the prior knowledge and written consent of Buyer and Seller.

Section 9.10 Consent to Jurisdiction. Except as otherwise governed by applicable federal law, this Agreement, and all rights and remedies of the parties, shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to the principles of conflict of laws. Any action brought to interpret and/or enforce this Agreement shall be tried in state or federal courts located in Boston, Massachusetts and all claims to improper venue and *forum non conveniens* are waived; and the parties hereby submit to Massachusetts personal jurisdiction and all claims to failure to obtain personal jurisdiction are waived.

Section 9.11 Representation. Each of the undersigned represents that he/she/it has had an opportunity to review this Agreement and each of the other documents and agreements contemplated hereby with legal counsel of his/her/its own choosing.

Section 9.12 Non-Compete In order to induce BUYER to purchase the Business and assets of SELLER pursuant to this Agreement and in consideration of deposits hereunder and the proceeds paid at the Closing, SELLER and Grigorios Paraschos, jointly and severally, agree to the following restrictive covenants and agreements, which covenants are not severable from the purchase and sale of the Business and assets hereunder and which are included to protect the value thereof and to insure to BUYER the benefit of their full value. Accordingly, SELLER (which term shall

include any parent, subsidiary or affiliated entity of SELLER for the purposes of this Paragraph) and Grigorios Paraschos each agree that they will not, at any time for a period of five (5) years after the closing Date, directly or indirectly compete with the BUYER or its subsidiaries or affiliates, and for these purposes the same shall mean that they will not, directly or indirectly, own, manage, operate, join control or participate in, consult to, or be connected as an officer, employee, partner, director, trustee or otherwise in any manner with any business engaged in the same or similar business as that of the SELLER now, or the BUYER, its parents, subsidiaries or affiliates, now or thereafter, or competing directly or indirectly with the BUYER, or its subsidiaries or affiliates within a 10 mile radius of the current location of the Business, nor have any interest of any kind or character in any competitor of the BUYER or its said nominee, subsidiaries or affiliates, within such geographical areas. The aforesaid parties acknowledge and agree that the remedy at law for any breach or threat of breach of the foregoing agreements by them will be inadequate and that the BUYER shall be entitled to injunctive relief in addition to any rights or remedies available to it for any breach or threat of breach hereof. The foregoing covenants shall be deemed to be severable and if the same be held invalid by reason of length of time or area covered, or both, SELLER and Grigorios Paraschos agrees that such length of time or area covered, or either of them, shall be reduced to the extent necessary to cure such invalidity and the provisions thereof shall be enforceable to the fullest extent permitted by law.

Section 9.13 Once Buyer has submitted a full application to the Board of Selectmen and a public hearing date has been set, Buyer shall have the right to assign a representative of Buyer to work at the business to familiarize Buyer with said operation. Said representative shall not be considered an employee of Seller but rather an independent contractor of Buyer assigned to said Business on its behalf. Nevertheless, Seller shall pay said independent contractor \$17 per hour and take out any requisite taxes required by state and federal code.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date set forth above by their duly authorized representatives.

Seller: DINO'S GMAA, LLC


By: 

Name: Marja Kaloutsis

Its: Member

Buyer: RK EARTH CORP

By: 
Name: Rafael Klipp Borges, President

By: 
Grigorios Paraschos as to Section 9.12

TOWN OF CONCORD
STORAGE OF INFLAMMABLE FLUIDS
APPLICATION FOR LICENSE



Date: _____
License # _____
Fee: \$ _____

1. Name of Applicant: Heritage Pool & Racquet Club inc
Please print
Address of Applicant: 155 Old Bedford Rd Concord
Please print
Name & Address of Property Owner: Same as above
Please print
(If different): _____

2. Type of Fluid LP Gas Number of Gallons 2256 Gallons aggregate
3. Address of storage facility: 155 Old Bedford Road Concord

Check appropriate overlay areas:

- Wetland Conservancy District
 Floodplain Conservancy District
 #1 Groundwater Area
 #2 Groundwater Area
 #3 Groundwater Area
 #4 Groundwater Area

Depth to seasonal high groundwater level _____
Date of test _____
Distance to nearest known well _____
Distance to nearest known septic system _____
Distance to nearest building _____

4. Dates of past known fuel leaks or spills none
Amount of material lost NA
Number and age of existing tanks on property Paddle Court 15 years Pool 2007
Pool Header tank 2009

5. Plot plan prepared by: Hancock associates Danvers MA
Plot plan dates: March 2020
Spill prevention control and counter measures plan (SPCC), IF APPLICABLE.
Prepared by: _____
Dated: _____

6. Proposed date of installation Existing - Was just told license Required
Purpose for which license is requested: meet greater than 2000 Gallon LP Gas in the
Number of buildings or other structures to which this application applies NA aggregate
Occupancy or use of such building NA

This application is made pursuant to the provisions of the MGL, Chapter 148, and 527 Code of Massachusetts Regulations issued by the State Fire Marshall and Town of Concord Administrative Policy and Procedure #22.

DM
Signature of Applicant

Date: 8/1/22

See attached

Propane Tank at Storage Building:

Check appropriate overlay areas:

Wetland Conservancy District: **67'**

Floodplain Conservancy District: **>950'**

#1 Groundwater Area: **>500'**

#2 Groundwater Area: **1.2 Miles**

#3 Groundwater Area: **2.0 Miles**

#4 Groundwater Area: **4.3 Miles**

Depth to seasonal high groundwater level: **24" to ESHGW**

Date of test: **03/01/22**

Distance to nearest known well: **5'± to property line**

Distance to nearest known septic system: **>30' to End of Extent of Concord Sewer**

Distance to nearest building: **0' to Storage Building**

Propane Tank at Courts:

Check appropriate overlay areas:

Wetland Conservancy District: **>350'**

Floodplain Conservancy District: **>750'**

#1 Groundwater Area: **>800'**

#2 Groundwater Area: **1.2 Miles**

#3 Groundwater Area: **2.0 Miles**

#4 Groundwater Area: **4.3 Miles**

Depth to seasonal high groundwater level: **24" to ESHGW**

Date of test: **03/01/22**

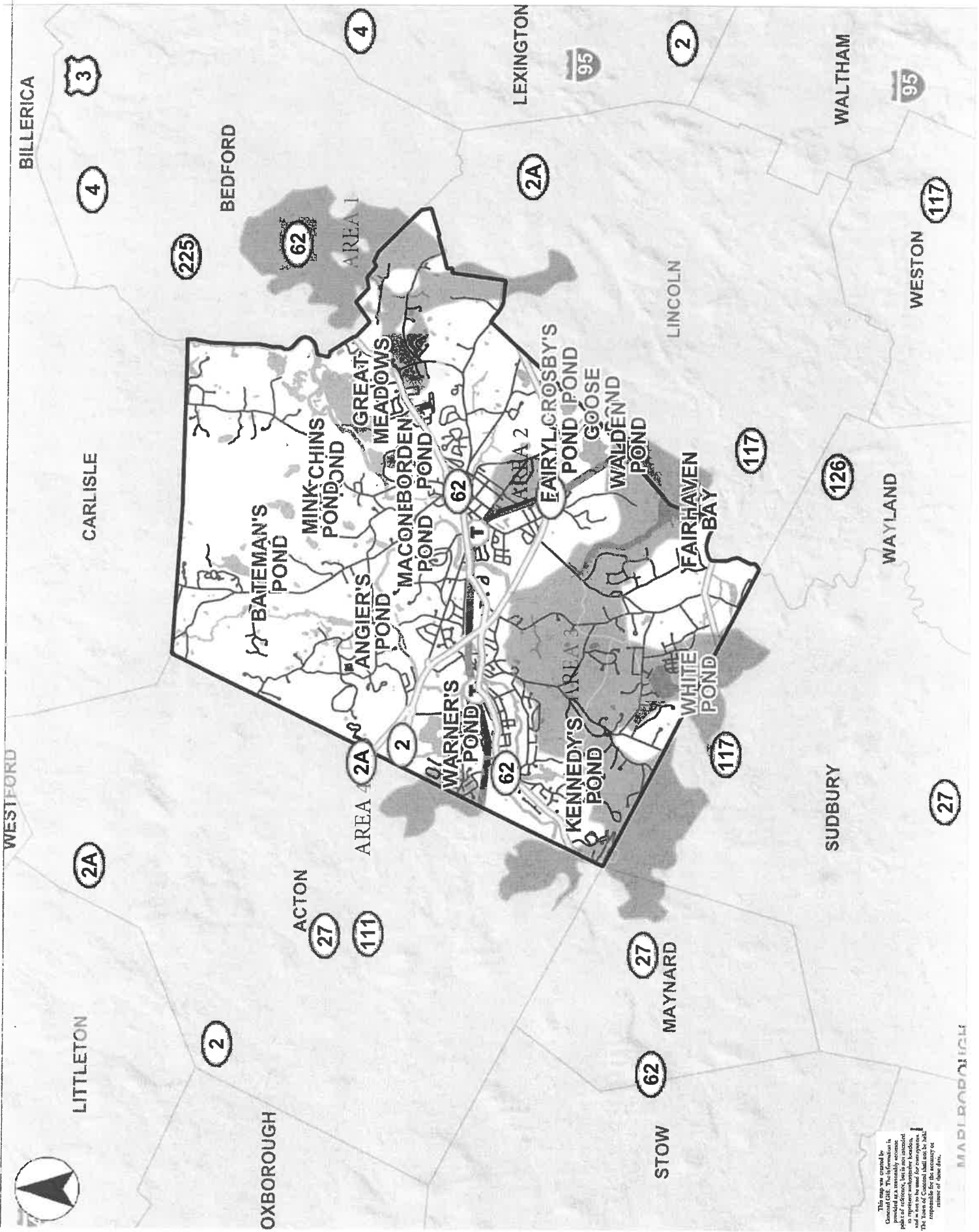
Distance to nearest known well: **>30' to Property Line**

Distance to nearest known septic system: **>30' to End of Extent of Concord Sewer**

Distance to nearest building: **75' to Tennis Hut**



- Town Boundary - State
- Address Numbers
- Tax Map Parcel ID Lat
- Tax Map Parcel Area I
- Buildings (ft)
- Groundwater Conserv
- Parcels
- MA Highways
- Interstate
- US Highway
- Numbered Route
- MBTA Commuter Rail
- Railroad
- Streams
- Streets Area
- Rivers & Ponds



This map was created by
 Concord, MA. The information is
 provided for informational
 purposes only. It is not intended
 as a substitute for professional
 advice. The Town of Concord
 is not responsible for the accuracy or
 completeness of these data.

MADISON



Printed on 07/12/2022 at 02:41 PM



FP-002A
(Rev. 1.1.2015)

The Commonwealth of Massachusetts

City/Town of _____

Application For License

Massachusetts General Law, Chapter 148 §13

New License Amended License

GIS Coordinates

LAT.

LONG.

License Number

Application is hereby made in accordance with the provisions of Chapter 148 of the General Laws of Massachusetts for a license to store flammables, combustibles or explosives on land in buildings or structures herein described.

Location of Land: 155 Old Bedford Road Parcel ID 4185/3/3
Number, Street and Assessor's Map and Parcel ID

Attach a plot plan of the property indicating the location of property lines and all buildings or structures.

Owner of Land: Heritage Pool & Racquet Club Inc

Address of Land Owner: 155 Old Bedford Road Concord MA

Use and Occupancy of Buildings and Structures: Pool, Tennis & Platform Tennis Club

If this is an application for amendment of an existing license, indicate date of original license and any subsequent amendments

Attach a copy of the current license

Flammable and Combustible Liquids, Flammable Gases and Solids

Complete this section for the storage of flammable and combustible liquids, solids, and gases; see 527 CMR 1.00 Table 1.12.8.50; Attach additional pages if needed. All tanks and containers are considered full for the purposes of licensing and permitting.

PRODUCT NAME	CLASS	MAXIMUM QUANTITY	UNITS gal., lbs, cubic feet	CONTAINER UST, AST, IBC, drums
<u>LP Gas</u>		<u>2256 gallon aggregate</u>	<u>gallon</u>	<u>AST</u>

Total quantity of all flammable liquids to be stored: 2256

Total quantity of all combustible liquids to be stored: _____

Total quantity of all flammable gases to be stored: _____

Total quantity of all flammable solids to be stored: _____

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

Indicate the maximum quantity of LP-gas to be stored and the sizes and capacities of all storage containers. (See 527 CMR 1.00 Table 1.12.8.50)

❖ Maximum quantity (in gallons) of LP-gas to be stored in aboveground containers: 2256 gallons aggregate

List sizes and capacities of all aboveground containers used for storage: _____

2 @ 1000 gallons each

❖ Maximum quantity (in gallons) of LP-gas to be stored in underground containers: _____

List sizes and capacities of all underground containers used for storage: _____

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

Fireworks (Complete this section for the storage of fireworks)

Indicate classes of fireworks to be stored and maximum quantity of each class. (See 527 CMR 1.00 Table 1.12.8.50)

❖ Maximum amount (in pounds) of Class 1.3G: _____ Type/class of magazine used for storage: _____

❖ Maximum amount (in pounds) of Class 1.4G: _____ Type/class of magazine used for storage: _____

❖ Maximum amount (in pounds) of Class 1.4: _____ Type/class of magazine used for storage: _____

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

Explosives (Complete this section for the storage of explosives)

Indicate classes of explosive to be stored and maximum quantity of each class. (See 527 CMR 1.00 Table 1.12.8.50)

❖ Maximum amount (in pounds) of Class 1.1: _____ Number of magazines used for storage: _____

❖ Maximum amount (in pounds) of Class 1.2: _____ Number of magazines used for storage: _____

❖ Maximum amount (in pounds) of Class 1.3: _____ Number of magazines used for storage: _____

❖ Maximum amount (in pounds) of Class 1.4: _____ Number of magazines used for storage: _____

❖ Maximum amount (in pounds) of Class 1.5: _____ Number of magazines used for storage: _____

❖ Maximum amount (in pounds) of Class 1.6: _____ Number of magazines used for storage: _____

I, Dawn McEllis, hereby attest that I am authorized to make this application. I acknowledge that the information contained herein is accurate and complete to the best of my knowledge and belief. I acknowledge that all materials stored pursuant to any license granted hereunder must be stored or kept in accordance with all applicable laws, codes, rules and regulations, including but not limited to Massachusetts Chapter 148, and the Massachusetts Fire Code (527 CMR 1.00). I further acknowledge that the storage of any material specified in any license granted hereunder may not exceed the maximum quantity specified by the license.

Signature DW Date 8/1/22 Name Dawn McEllis

Fire Department Use Only

I, _____, Head of the _____ Fire Department endorse this application with my

Approval Disapproval

Signature of Head of the Fire Department

Date

Recommendations: _____



OLD NORTH BRIDGE

TOWN OF CONCORD FIRE DEPARTMENT

209 WALDEN STREET
CONCORD, MASSACHUSETTS 01742
EMERGENCY DIAL 911
TEL: (978) 318-3488 · FAX: (978) 369-6697
www.concordma.gov/fire

THOMAS M. JUDGE
FIRE CHIEF
tjudge@concordma.gov
(978) 318-3450

WALTER LATTA Jr.
ASSISTANT FIRE CHIEF
wlatta@concordma.gov
(978)318-3451

August 25, 2022

Concord Selectboard
Matters of Heritage Club propane storage

Every year the Concord Fire Department inspects the Heritage Club prior to the pool opening. The Heritage Club has demonstrated a good working relationship with Concord Fire, they do not have any violations or any infractions that has caused us concerns. Prior to Covid, we conducted an inspection and noted they had approximately 2,250 gallons of propane on site. This was the cumulation of two, 1,000 gallon above ground tanks and several 20lbs tanks used for various things. This amount of propane requires a license from the Town of Concord accord to 527 *CMR 1.00 Massachusetts Comprehensive Fire Safety Code, Table [1.12.8.50](#)* > 2,000 gallons of LP Gas in the aggregate – license required. This is mostly a formality, the Town of Concord has done this for 210 Monument Farm (6,000 gallons), 1400 Lowell Road (Middlesex School). The pandemic delayed us in resolving this matter and we support the Heritage Club in obtaining a license.

Respectfully submitted,

Walter Latta Jr., MPA, EFO



Town of Concord

Town Manager's Office
22 Monument Square
P.O. Box 535

Concord, Massachusetts 01742-0535

Tel: (978) 318-3000

Fax: (978) 318-3093

To: Select Board *KAL*
From: Kerry A. Lafleur, Town Manager
Date: August 26, 2022
Subject: Appointment of Treasurer-Collector

I am pleased to advise you of the appointment of Gail S. Dowd to the position of Chief Financial Officer effective September 5, 2022. As you are aware, Ms. Dowd has been serving as our part-time Interim Finance Director since mid-February 2022, along with Bob LeLacheur. As she transitions to the position on a full-time basis, she will also be assuming the duties of Treasurer-Collector, a position that has been held, on an interim basis by Deputy Treasurer-Collector Colleen Rhinhart.

Under Section 2D (1) of the Town Charter, the appointment of the Treasurer-Collector is made by the Town Manager, subject to the approval of the Select Board. At this time, I am seeking the Board's approval to appoint Ms. Dowd to this position effective October 1, 2022, which coincides with the expiration of the Interim appointment the Board made on January 20, 2022.

GAIL SIMARD DOWD, CPA

CAREER EXPERIENCE

Experienced, goal-oriented professional with a diverse and demonstrated track record in all aspects of finance and accounting including a track record of driving efficiency and productivity through strategic planning.

Core competencies:

- Strategic Planning & Analysis
- Financial & Regulatory Reporting
- Internal controls
- Technology Integration & Implementation
- Cost Reductions
- Efficiency Improvements
- Investor Relations
- Capital stock transactions
- Executive Compensation
- Option Administration
- Corporate Insurance
- Accounting Policy and Research

CAREER EXPERIENCE

Reading Public Schools, August 2016 – September 2021

Chief Financial Officer

Lead school finance operations including budget, financial reporting, payroll, accounts payable, accounts receivable, transportation, capital projects, grants management and procurement. Responsible for School Nutrition Department, Network/Technology Department and co-managed Facilities Department. Performed in capacity of acting Superintendent to cover extended leave of absence of Superintendent of Schools. Support School Committee in ensuring a control environment in conformity with appropriate federal, state and local regulations. Work with members of Town as a lead in several major capital projects including Security, Educational Space and Sport Turf Renovation. Member of the Town Incident Command comprised of the Board of Health, Town Manager, Police Chief, Fire Chief and Superintendent of Schools to address all aspects of community events (i.e. boil water orders, COVID19 responses). Utilize MUNIS technology applications. Recipient of John F. Conway Distinguished Service Award in 2021.

Financial Planning and Budgeting:

Established and managed \$50 million budget for the Reading Public School system, inclusive of special revenue accounts (federal, state and local grants, donations and revolving accounts). Prepared and delivered presentations to School Committee, Select Board, Finance Committee, Board of Health, Permanent Building Committee and Town Meeting. Established and maintained monthly detailed forecast including key performance indicators and risk factors for utilization by Superintendent and School Committee in strategic decision-making during periods of declining budgets.

- Integral in preparing information for Proposition 21/2 Override– including preparing multiple scenarios for varying levels of funding as well as scenarios for a failed override
- Directed implementation of enhancement of quarterly projection and analysis reporting for presentation to School Committee.
- Compensation – key member of negotiating team with all represented unions (teachers, custodians, paraprofessionals, food services, secretaries). Provided necessary comparative data on pay rates and contract wording. Successfully negotiated two one-year and one three-year contract for all five bargaining units.
- Developed enhanced and streamlined budget book and associated presentations for School Committee, Finance Committee and Town Meeting.
- Appropriately budget and ensure solvency of all Revolving Accounts and Donation Accounts (including Full Day Kindergarten, Pre-School, Athletics, Extra-Curricular, Use of School Property, Extended Day).
- Responsible for all aspects of Grant Management including researching and seeking out new funding opportunities, grant write-up and submission, monthly drawdowns, amendments, monitor actual expenditures in compliance with grant restrictions, close-out, submission of final financial reports and all required reporting obligations and audits. Grant opportunities included Title I, IIA, IV, IDEA, METCO, ESSA, COVID Fundins.

Accounting, Accounting Research, Procurement, Financial Reporting and Internal Controls:

- Lead efforts for preparation and submission of filings with the Department of Elementary and Secondary Education (DESE) for the annual end of year report, Federal and State Grant submissions (initial submissions, monthly draw downs, final financial

- reports), US Census Bureau quarterly labor statistic filings, DESE Circuit Breaker (Special Education) annual and extraordinary relief filings; Special Education Medicaid Reimbursement filings (quarterly and annually)
- Prepared and controlled timing and review process end of year audit (Town Single Audit), DESE End-of Year Report review, Grant Audits per Uniform Grant Guidance.
 - Responsible for payroll administration for all school employees. Ensured compliance with all rules, regulations, collective bargaining agreements.
 - Developed enhanced tracking mechanisms and enhanced reporting of staffing (FTE's, open positions, salary analysis) for School Committee and Town Meeting.
 - Research, document and communicate accounting treatment for ensuring compliance with Massachusetts General State Law as it applies to all aspects of Procurement for Municipalities and Schools (Chapter 30B, Chapter 149, Special Education exceptions)
 - Developed proposal to allow for renewals exceeding 3-year state limitations for key purchases including digital curriculum and certain maintenance renewals. Developed documentation, costs analysis and communication for presentation to School Committee and Town Meeting.
 - Establish and maintain all accounting policies. Develop procurement policies, procedures and controls.
 - Ensure processes in place to track budget limitations School Committee policy and applicable State and Federal Laws as it relates to school finances.
 - Developed detailed asset tracking sheet and inventory of software renewals to assist in budget development.
 - Prepare Requests for Proposal, Invitation to Bid for all applicable procurements; monitored responses and negotiated contracts

Eaton Vance Management, Boston, MA, June 2007 – August 2016

Vice President, Director of Financial Reporting, Accounting Research, Internal Controls and Stock Administration

Support Senior Management and business objectives while ensuring a control environment in conformity with appropriate financial regulations. Work with members of finance and accounting as a lead in technology implementations and integrations. Utilize SAP, Hyperion, Essbase and IBM Cognos FRS, Schwab Stock Plan Manager technology applications.

Accounting, Financial Reporting and Internal Controls:

- Lead internal and external reporting efforts for all legal entities of a multi-tiered organization. Includes preparation and submission of filings with the SEC, FINRA, FSA, Companies House (London), ACRA (Singapore) in accordance with US, UK Singapore and Australian GAAP. Coordinate responses for SEC comment letters and activities of the disclosure committee to ensure compliance with all GAAP and SEC requirements. Responsible for preparation of quarterly earnings press releases including preparation and review of conference call scripts and earnings call presentations. Lead the Disclosure Committee process and presentations to the Audit Committee of the Board of Directors.
- Implemented complex requirements related to detailed XBRL mapping and tagging. Specifically responsible for all mapping efforts for initial adoption and subsequent annual migrations to new Taxonomies. Accurately and timely filed all reports without utilizing 30*day grace period for initial filings.
- Prepared and controlled timing and review process of 8-K filing related to adoption of new accounting standard on accounting for non-controlling interests and two-class method of calculating EPS and resulting associated recasting of historical data. Prepared filings related to issuing of long-term debt, issuance of new shares under stock compensation plans, new line of credit and announcements of significant acquisitions and significant compensation plans.
- Managed multi-tiered consolidation including international subsidiaries reported in local currencies. Designed consolidation for Singapore entity, new London entity, and Australian encompassing assessment of the treatment under U.S., U.K. (including new UK GAAP), Australian and Singapore GAAP accounting differences.

Technology Initiatives:

- Directed and managed implementation of Clarity financial reporting (IBM Cognos) software including development.
- Steering committee member and subject matter expert on SAP/HFM implementation project that replaced legacy general ledger, fixed asset and consolidation applications. Key member of all aspects of the implementation from RFP process through conversion and go-live, including rollout of new procurement application. Lead design of new chart of accounts which improved the efficiency of reporting and automated cash flow reporting.
- Key member and subject member expert on RFP related to option administration outsourcing initiative. Documented and presented key internal control concerns on potential vendors as they relate to expensing and dilution calculations. Managed all aspects of conversion process and assumed responsibility for full function upon completion of conversion.

Accounting Research and Internal Controls:

- Research, document and implement complex accounting pronouncements including application and disclosures requirements related to: non-controlling interests for entities that are valued at other than fair market value (SFAS 160 and SEC Topic D-98), consolidation of a variable interest entity (SFAS 167), the two-class method of calculating earnings per share, debt issuance and debt retirement, accounting treatment for nonrecurring transactions including, derivative activity and associated investment accounting, new long-termed deferred alpha compensation plan, closure of entity and impact on existing Goodwill, entry into new

lines of business and associated revenue treatment, new fair value measurement disclosure requirements and new comprehensive income disclosure requirements, reporting requirements on Form 8-K related to acquisition of Canadian entity, provision requirements related to Canadian acquisition, lead technical initiatives related to the impact of new accounting pronouncements related to the adoption of new UK Gaap.

- Manage external audit process and act as liaison with Internal Audit and external auditors on corporate Sarbanes-Oxley/404 program including overhaul of key controls related to key system implementation. Reported results to Audit Committee of the Board of Directors.
- Establishing and maintain all corporate accounting policies. Developed procurement policies, procedures and controls for new Procurement function and SAP SRM application.
- Managed process to adopt COSO 2013 utilizing documentation sufficient for auditors to utilize which resulted in a reduction of audit hours and fees. Perform annual risk assessment, documentation of key controls over financial reporting and detailed assessment of identified deficiencies. Present findings to the Audit Committee of the Board as appropriate.

Investors Bank & Trust, Boston, MA, December 1994 – May 2007 (acquired by State Street Corp. July 2007)

Managing Director, Finance (January 2007 – June 2007)

Senior Director, Finance (January 2005-December 2006)

Director, Finance (January 2002-December 2004)

Strategic Planning & Analysis (2001 - 2007)

Established and managed long-term financial targets in relation to strategic five- year plan for presentation to executive management, Board of Directors and regulators, including preparing and maintaining detailed two-year budget. Establish and maintain monthly three-year detailed forecast including key performance indicators for utilization by senior management and investor relations for strategic decision making. Responsible for directing the day-to -day responsibilities of 24 individuals.

Responsibilities included:

- Integral in due diligence for sale of Investors Financial to State Street Bank – including preparing required financial schedules/analysis and review of merger documents
- Integral part of financial statement restatement (2004)
- Directed implementation and enhancement of client profitability analysis and reporting.
- Ensure compliance with SOP 98-1 including monitoring and tracking of technology spending
- Directed conversion of legacy planning system from Hyperion Pillar to Oracle Financial Analyzer while enhancing forecasting package and increasing number of financial models.
- Responsible for all aspects of administering stock option programs for employees and non-employee directors. Assisted in development and communication for plan enhancements plans – including addition of a reload feature. Transitioned administration from legacy in-house administration platform (Transcentive) to out-sourced provider (Fidelity). Key member of FAS123r implementation ensuring proper compliance with all aspects of FAS123r.
- Executive Compensation – maintain bonus matrix for executive management. Update matrix based on projected financial performance. Ensure all bonus programs are accurately accrued for monthly. Ensure all keyman life insurance, long-term disability premiums are paid timely. Maintain executive perks including leased cars, tax preparation, estate planning.

Corporate Insurance (2001 - 2007)

Ensure corporate financial and professional and property and casualty insurance programs are maintained to minimize risk to the organization in a fiscally responsible manner. Review overall program structure, coverage, renewal terms, limits and retention on an annual basis and present to Board of Directors on an annual basis. Meet with insurance underwriters to present renewal information required to obtain renewal quotes. Ensure operation units are in compliance with insurance programs. Monitor claims to ensure insurance carriers are notified as appropriate. Worked with senior management and external brokers to establish and maintained a Vermont Insurance captive as part of corporate tax strategy.

Investor Relations (1999 – 2001)

Responsible for developing corporate investor relations program including redesign of the Company's investor relations web page, ensured compliance with all rules and regulations related to insider information and disclosure in accordance with regulation FD. Developed and scheduled presentations for analysts, institutional shareholders and rating agencies. Worked with CFO and CEO to establish contacts at the largest institutional shareholders, initiate analyst coverage on an on-going basis, participated in various road show presentations including secondary public offering. Assisted in the development of financial models and review of analysts' reports. Responsible for preparing quarterly press releases and conference call scripts along with presentations utilized for the annual shareholder meeting.

Financial and Regulatory Reporting Manager (1997 – 2000)

Directed day to day responsibilities to ensure all regulatory and financial reports were accurately and timely filed. Worked directly with internal and external auditors on routine bank examinations. Responsible for monthly board reporting including automation of the monthly Treasurer's report to enable to Company to minimize the amount of time required to prepare the report. Other responsibilities included reporting to the FDIC, Federal Reserve, Massachusetts Commissioner of Banks and SEC – including annual report, Form 10-k, Form 10Q, S-3 and proxy statements, Call Reports, Y-9, Y-9LP, Y-8

Payroll Manager (1997 – 2000)

Responsible for payroll administration for 1,600 employees world-wide. Ensured compliance with all rules, regulations and required filings for all aspects of payroll processing. Directed search for an integrated payroll/HRIS system solution from RFP through conversion. Directed conversion from ADP to Ceridian with no processing errors. Developed a formalized commission tracking system ensuring all commission amounts were accurate and in accordance with commission program.

Employee Benefits Manager (1996 to 1997)

Responsible for administration and compliance of all health and welfare plans. Directed, evaluated and provided career development for four individuals.

- Worked directly with the CFO in the selection process for 401(k) and pension administrators, including formal presentations to senior management. Converted existing 401(k) plan from in-house process to outsourced vendor – including migrating from quarterly valued plan to daily valued plan.
- Worked with CFO to prepare, present and implement enhancements to 401(k) Company match in conjunction with freezing participation in the defined benefit plan, ensuring all appropriate legal notifications were timely prepared and filed.
- Responsible for administering all aspects of 401(k) Plan and Pension Plans, including preparation of annual financial statements and Form 5500. Reviewed participant activity, conducted information sessions and annual non-discrimination testing.
- Developed and rolled out Employee Stock Purchase Plan in three locations – Boston, Dublin and Toronto. Researched potential regulatory issues in each country and established relationship with broker to set up and account for employees participating in the plan (AG Edwards).
- Selected new insurance broker and worked with broker to analyze and re-evaluate benefit plan structure to ensure a competitive structure, analyzed bids, selected new carriers and converted existing policies to new carriers.

Account Supervisor, Mutual Fund Administration (December 1994 – May 1996)

Ensured accurate and timely shareholder reporting for largest client (Eaton Vance) comprised of 140 Portfolios and 280 Spokes. Review conversion of account balances and reporting of new clients to Fund Administration, along with newly converted funds to Master/Feeder structure. Worked with Fund Accounting and Fund Administration to increase communication and implement support procedures to streamline reporting process and reduce duplication of work. Responsible for direction, evaluation and career development of four Senior Account Specialists. Responsible for problem identification and issue resolution with external auditors.

Ernst & Young, LLP, Boston, Massachusetts, August 1991 – December 1994

Audit Senior

Supervised and coordinated full scope audit services on numerous clients within insurance, registered investment company, high-tech manufacturing, aerospace and defense contractor segments. Responsible for planning, budgeting, staff scheduling and execution of audits. Provide training and performance feedback for staff on audit engagements. Work with clients to research and resolve accounting and reporting issues. Make formal and informal presentations to clients and audit committees. Prepare overall engagement fee analysis and engagement billing. Worked with clients to prepare and complete initial public offerings as well as assist in final audits for clients in Chapter 11.

EDUCATION

Master in Business Administration

FRANK SAWYER SCHOOL OF MANAGEMENT, SUFFOLK UNIVERSITY – Boston, MA

Bachelor of Science, Accounting and Finance

UNIVERSITY OF MASSACHUSETTS– Lowell, MA

CERTIFICATIONS/LICENSES

Certified Public Accountant in the state of Massachusetts

Massachusetts Certified Public Purchasing Official (MCPPO)

Licensed School Business Administrator (MA Department of Elementary and Secondary Education)



Town of Concord

Town Manager's Office

22 Monument Square

P.O. Box 535

Concord, Massachusetts 01742-0535

Tel: (978) 318-3000

Fax: (978) 318-3093

At last week's meeting of the Middle School Building Committee, we were asked to provide detail on whether another debt exclusion ballot question would be needed should the Town vote at a future Special Town Meeting to increase the borrowing authorization and project budget for the Middle School Building project. The answer to this question is covered in the recently issued IGR No. 22-14, **Proposition 2 ½ Debt Exclusions** (July 2022), which may be found here

<https://dls.gateway.dor.state.ma.us/gateway/DLSPublic/IgrMaintenance/Index/787>

In short, IGR No. 22-14 sets forth an application process under which a town may apply to the Director of Accounts for a determination of whether an expenditure above the amount fixed at the time the exclusion referendum was approved is covered by that particular exclusion. The application must be made using Form DE-2, and must include the following supporting documentation from the project's architect, cost estimator or OPM:

- A letter detailing the circumstances for the cost increase;
- A report showing original project costs by major category at the time of the original debt exclusion vote with revised costs by major category (the variance should approximate the requested increased amount);
- An analysis of inflationary circumstances currently impacting the project cost;
- A statement indicating that the cost increase is not related to a change in scope from the project originally approved by the electorate at the time the debt exclusion was approved;
- A statement detailing any changes made since the project was originally approved to reduce the cost of the same; and
- The specific dollar amount of additional borrowing the community has or is planning to authorize for the purpose described in the debt exclusion.

The Director will determine the additional borrowing to be covered if:

- The new borrowing is within the scope of the original project, including modest and reasonably foreseeable increases intended to account for inflation, regulatory requirements or minor project changes; and
- The Select Board accepts the architect's, cost estimator's or OPM's report by a majority vote in public session; and
- the community requests a determination by the Director of Accounts regarding the scope of the debt exclusion.

At any time, a town may seek an additional vote of the electorate. Voter action on a supplementary exclusion does not affect the original exclusion.



AUGUST 25, 2022

TO: Kerry A. Lafleur, Town Manager

FROM: Christopher Carmody, Administrative Projects Manager

SUBJECT: Fossil Fuel Ban On New Construction In Concord

CC: Concord Select Board

Town Meeting

Annual Town Meeting considered and approved on June 13, 2021 Article 31, “New General Bylaw and Home Rule Petition to Prohibit the Expansion of Fossil Fuel Infrastructure for New Construction.” Article 31 asked town meeting for approval to “both establish a new Town Bylaw that would require that all new construction be fossil fuel free and further request Home Rule Legislation for the authority to implement the bylaw.” The bylaw applies to “any new construction that will require heating and/or cooling and that is associated with a valid building permit application” (this includes construction on a vacant lot, to replace a demolished building, or of a new accessory building constructed on an existing residential or commercial property). The bylaw includes several exemptions, including “affordable housing, restaurant and commercial kitchen equipment, portable propane appliances, and backup emergency generators.” It also sets up an appeals process to hear and resolve complaints should an applicant’s building permit be denied.

- Article 31 in the Annual Town Meeting Warrant can be accessed here: (See pg. 24) <https://concordma.gov/DocumentCenter/View/28696/2021-Annual-Town-Meeting-Warrant>.
- A public hearing presentation on this Article 31 can be accessed here (dated April 27, 2021): https://youtu.be/-aJiikL_GIM.
- The slidedeck and frequently asked questions related to Article 31 can be found here: <https://concordma.gov/2828/Article-31-Fossil-Fuel-Infrastructure>.
- The Article and motion presented at annual town meeting can be accessed here: (see p.56) <https://concordma.gov/DocumentCenter/View/29944/Concord-Meeting-Materials-Booklet-Annual-Town-Meeting-2021>.
- The recording of the discussion and vote at annual town meeting can be accessed here: <https://youtu.be/VUiZh9SbhZg>.

State Legislation and Executive Action

Acting on the approval of Town Meeting, the Select Board voted to approve a petition with the General Court for special legislation in substantially the form approved by town meeting. Representative Gouveia, in response, filed H.4117 on September 20, 2021. After legislative approval, Governor Baker on August 11, 2022 signed into law H.5060, “An Act Driving Clean Energy and Offshore Wind.” The “Act” can be accessed here: <https://malegislature.gov/Laws/SessionLaws/Acts/2022/Chapter179>. (Governor Baker’s signing statement is attached as Appendix A to this memo.) Section 84(a) of the Act defines fossil fuel as “defined by a city or town to include, but not be limited to, an entire building or entire condominium unit that does not, in support of its operation after construction, utilize coal, oil, natural gas, other fuel hydrocarbons, including synthetic equivalents, or other fossil fuels.” Section 84(b) of the Act requires the Department of Energy resources to establish a “demonstration project in which cities and towns may... adopt and amend general or zoning ordinances or by-laws that require new building construction or major renovation projects to be fossil fuel-free, and enforce restrictions and prohibitions on new building construction and major renovation projects that are not fossil fuel-free, including through the withholding or conditioning of building permits; provided, that said restrictions and prohibitions shall not apply to research laboratories for scientific or medical research, or to hospitals or medical offices regulated by the department of public health as a health care facility.” Section 84(c) specifies the following about the demonstration project:

- The department shall approve not more than 10 applications for participation in the demonstration project
- No city or town shall apply for acceptance into the demonstration project until it has received local approval and has submitted a home rule petition to the general court on the subject matter of this section; provided, that the department shall issue approvals under this section to not more than 10 applications in the order in which cities and towns have submitted or submit home rule petitions to the general court; provided further, that the department shall, in the interest of increasing housing production in the commonwealth, withhold approval of an application by a city or town applying to participate in the demonstration project until such time as said city or town has: (i) met the 10 per cent housing affordability threshold set under chapter 40B of the General Laws or has been granted safe harbor status through an approved Housing Production Plan by the department of housing and community development; or (ii) has approved a zoning ordinance or by-law that provides for at least 1 district of reasonable size in which multi-family housing is permitted as of right; provided, that such multi-family housing shall be without age restrictions and shall be suitable for families with children; provided further, that a city or town that met the 10 per cent affordability threshold as of December 21, 2020, shall be deemed to have satisfied the requirements of this paragraph.
- If said city or town fails to: (i) meet the 10 per cent housing affordability threshold or receive safe harbor status within 18 months of the effective date of this act; or (ii) approve such a multifamily zoning ordinance or by-law within 18 months of the effective date of this act, said application shall

expire and be deemed void, at which time the department shall, in lieu of approving said application, approve a substitute application from a city or town that has met the 10 per cent housing affordability threshold or received safe harbor status or has a zoning ordinance or by-law that complies with this section.

The Town submitted a request letter to the Department of Energy Resources on August 23, 2022 asking to participate in the “demonstration program” referenced in the Act. (A copy of that letter is attached as Appendix B to this memo.) In the letter, the Town verified that it met the three eligibility requirements: (i) passage by town meeting on June 13, 2021, (ii) submission of a home rule petition on August 10, 2021, and (iii) meeting the 10% housing affordability threshold as of December 21, 2020. See Department of Housing and Community Development report dated 12/21/2020: <https://www.mass.gov/doc/subsidized-housing-inventory/download>. See attached list of towns who’ve submitted fossil fuel home rule petitions and the corresponding rates of subsidized housing inventory (Appendix C).

On August 23, 2022, the Department of Energy Resources issued the following statement to the public: “Below please find an update regarding the 10 Communities demonstration project set forth in Section 84 of Chapter 179 of the Acts of 2022. The Department of Energy Resources is currently reviewing the statutory language and determining next steps. As a reminder, the legislation permits the Department to promulgate regulations by July 1, 2023, which would require input from municipalities and other stakeholders. The Department anticipates developing a formal process on implementation, including a schedule of when the Department intends to accept applications. Further details about the demonstration project will be communicated and posted on the Department’s website when they are available.”

Legal Review

Town Counsel recently asked the Municipal Law Unit in the Attorney General’s Office about “whether towns will be required to resubmit home rule petitions if they have already filed one” in order to participate in the demonstration project. The AGO and the DOER have not made a decision on this yet. Town Counsel reports that the AGO could consider the Act to apply retroactively. Town Counsel argues that “towns which submitted special legislation prior to enactment of the Climate Bill are included within the scope of those towns eligible to participate in the pilot program.” The Boston Globe reports that there are already ten towns that have submitted home rule petitions: Acton, Aquinnah, Arlington, Brookline, Cambridge Concord, Lexington, Lincoln, Newton, and West Tisbury. <https://www.bostonglobe.com/2022/08/01/science/legislature-amends-climate-bill-leaving-its-fate-governor-bakers-hands/?event=event12>.

Town Counsel is aware of statements made by Boston Mayor Wu that Boston will take steps to join the demonstration project. Town Counsel states that “for Boston to do that, one of the ten towns that *has* submitted legislation will have to be bumped out, either by its own choice or by DOER’s interpretation of who gets to apply.” Town Counsel recommends that Concord: (i) speak to its state delegation about the Act, and (ii) confirm the procedural rules for “refiling legislation immediately at the beginning of the term in January to make sure Concord remains at the head of the line again in the new legislative session.”

Town Counsel has also reviewed Concord's SHI eligibility. Specifically, "how this provision may apply to Concord which was above the 10% threshold as of December 21, 2020 using the 2010 census data available at the time, but which may soon learn that in fact it was *below* that threshold when the 2020 census data is incorporate into the state's new housing numbers in early 2023."

"The legislation is unfortunately not precise on that issue. Our initial reaction is that the most reasonable reading of the statute is that Concord meets the affordability criteria because of the use of the past tense "met" in the phrase "met the met the 10 per cent affordability threshold as of December 21, 2020." On that date, Concord undoubtedly was in compliance. It did not yet fully know what the census data might reveal. Further, there is no suggestion in the statute that DOER must wait for new census data or revise compliance numbers for that date. The legislature's desire to the see the program begin quickly is also consistent with using the data in hand today, rather than waiting for census data. We intend to see if there is any more guidance on this issue in the legislative history and we will of course be watching DOER closely on this issue as well, and it is another which bears conversation with the delegation. Further, note that being above the 10% threshold is not the *only* way to qualify. The Town could also qualify by enacting certain zoning provisions aligned with the Housing Choice legislation from a few years ago."

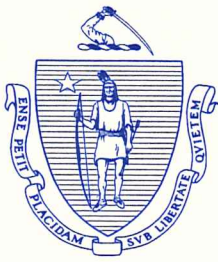
Reporting

If the Town is accepted into the "demonstration program" then there is a reporting requirement expected. The DOER, however, hasn't finalized the exact reporting requirements yet. Section 84(e) of the Act describes DOER department data collection from cities and towns. The DOER will "collect data from cities and towns... to monitor impacts of the ordinances and by-laws authorized by this section on emissions, building costs, operating costs, the number of building permits issued and other criteria." The way it's currently structured, DOER must issue a report starting (and no later than) September 30, 2025 every two years which will serve to combine energy usage reports required of the electrical companies and natural gas companies with the municipal building permits reports required of the municipal program applicants.

Next Steps

1. Town Manager's Office will monitor for solicitations for public opinion on draft regulations by the DOER.
2. Town Counsel will review the practicability and benefit of Concord re-filing a home rule petition.
3. Town Manager's Office will liaise with Senator Barrett's Office and the Department of Energy Resources to ensure Concord is approved as an eligible "demonstration project" town.

Appendix A



OFFICE OF THE GOVERNOR
COMMONWEALTH OF MASSACHUSETTS
STATE HOUSE • BOSTON, MA 02133
(617) 725-4000

CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

August 11, 2022

To the Honorable Senate and House of Representatives,

This legislation, House bill 5060, *An Act driving clean energy and offshore wind*, is the fourth climate bill to reach my desk since I took office in 2015. Over that time, we have discussed and debated a significant number of options, policies, and proposals, and ultimately landed on a series of game-changing laws that have made Massachusetts a national leader in the fight against climate change. No bill better exemplifies this than the climate bill I signed in the summer of 2016, which basically created the affordable, deep-water offshore wind industry off the East Coast of the United States. Since our first procurement was announced in 2018, we have catalyzed billions of dollars of private sector investments in enough offshore wind energy to produce 25 percent of our own electricity demand and unleashed a new industry with a federal goal of 30 gigawatts in the United States by the end of this decade.

In addition, we continued to grow our solar power portfolio, while making it far less expensive than it once was and integrating energy storage into these programs. We developed a first-in-the-nation approach to municipal vulnerability planning, which includes participation from 98 percent of municipalities, and will hit \$100 million in grants by the fall of this year. Further, we invested over \$1 billion in state assets as we all move toward achieving our 2030 and 2050 climate goals. We also struck a balance between solar developers and open space and forestry advocates to ensure additional opportunities for one and preservation for the other.

This legislation makes worthwhile improvements to the offshore wind energy procurement process and thankfully, the Legislature adopted our amendments to this section. These changes make it possible to immediately begin work on this important effort, so that the next procurement can be issued in the first half of 2023.

It also authorizes a significant increase in state support for electric vehicle purchases, which I support, but the funding will need to be quickly identified, because it is not funded here.

Additionally, the bill:

- Authorizes Massachusetts to take part in a clean energy procurement conducted by other New England states
- Authorizes Massachusetts to take part in a clean energy market that would allow the Commonwealth to purchase and support clean energy generation more efficiently and at lower risk for ratepayers
- Removes incentives for fossil fuel equipment in the next energy efficiency plan

To ensure Massachusetts retains its standing as a national leader in securing renewable energy, made possible by the sections of the bill mentioned above, I am signing this bill.

However, because the Legislature rejected virtually every meaningful amendment I put forth, this bill does not have the same shared sense of purpose that all previous climate legislation embodied, which is unfortunate.

We all know the Commonwealth faces significant challenges in dealing with two existential threats – climate change, and housing supply and affordability. This bill does not move Massachusetts in the right direction on housing. And the process by which many provisions in this bill are implemented will determine if this bill will make significant progress toward our climate goals.

On climate, it creates several commissions and working groups that risk clashing with existing processes and attempt to address areas beyond the Commonwealth's control. For example, the Grid Modernization Advisory Council, as constituted, could lengthen the existing Department of Public Utilities' current process by applying additional review from a council with limited expertise and an incomplete set of data. The legislation also establishes a clean energy transmission working group that ignores the role of the ISO-New England and the need for transmission planning across the New England region to efficiently meet our clean energy needs. An intergovernmental coordinating council for electric charging infrastructure may more formally lay out the existing cooperation between the named departments, but would only add in procedural steps that are not currently part of the process to actually develop the network. Finally, it creates a commercial fisheries commission that includes members who are openly and expressly opposed to the purpose of the group – that is, to support the long-term stability of the commercial fishing industry *with* the responsible development of offshore wind.

Execution on these cumbersome working groups and commissions will predominantly fall on the next Administration, and I believe it is incumbent upon those officials and the Legislature to avoid at all costs the detrimental bureaucratic pitfalls these commissions pose.

On housing, this bill creates a state program that is among the first in the nation to use climate policy to effectively end the production of multi-family housing in select communities in the Commonwealth – housing that moderate- and low-income people can afford to rent or buy. The Legislature's decision not to exempt multi-family housing from this community-level ban on natural gas and other fossil fuels, as I suggested, predetermines at least one outcome of this experiment: that low- and moderate-income families will continue to be priced out of these towns. Multi-family buildings that use only electric alternatives are currently cost-prohibitive.

This will almost assuredly create exclusionary zoning unless communities make specific accommodations for this critical housing. The proposed eligibility requirement tied to a fifty-year-old law is simply not sufficient, since Chapter 40B focuses only on the creation of affordable housing and most of the communities seeking authority to implement a fossil fuel ban will need to produce a lot more additional housing for the Commonwealth to meet its housing goals. In addition, as required by *An Act Creating a Next-Generation Roadmap for Massachusetts Climate Policy*, which I signed in March of 2021, there are already new building code regulations pending that maximize environmental benefits based on the varied types of building sizes and applications supported by engineering analysis. Lawmakers and stakeholders must stick to their commitment and let this pilot program run its full course so the effects can be carefully studied before expanding any similar policy elsewhere.

I doubt there is any dispute between my Administration and the Legislature that climate change and housing affordability are two of the greatest challenges facing our Commonwealth. I appreciate any effort to address either one. But one must not, and need not, compromise the other. It is unfortunate that the Legislature chose not to accept amendments I offered concerning housing production in communities that seek to implement a fossil fuel ban, because too many people in Massachusetts cannot afford to live here specifically because of the high cost of housing. Working together, Massachusetts has taken meaningful steps in the past few years to confront the housing crisis with significant zoning reform and record investments in affordable housing, and the troubling reality is that this section has the potential to run counter to that work.

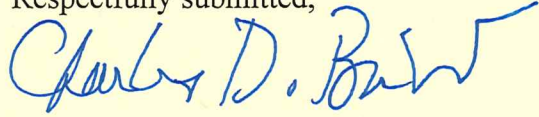
The Legislature also chose not to enact the FORWARD bill, which lawmakers pledged to our Administration and the public during floor debate would provide the funding necessary to carry out the policies and programs needed for successful implementation of this legislation. Massachusetts is a national and global leader in many fields, most of which involve the application of cutting-edge technology. Fighting and winning against climate change will require major investments by the public and private sectors in early-stage research and heretofore unimagined solutions to the problems we face today. Massachusetts should also lead in this area, but will not if we continue to ignore the opportunities associated with research and development and choose not to invest alongside the private sector and the federal government.

The federal government is in the process of enacting one of the most significant federal climate laws in our nation's history. Massachusetts must take full advantage of this remarkable opportunity both to make progress on our greenhouse gas requirements and to bolster the research and development of our entrepreneurs to take full advantage of the rapidly developing national and global clean energy market. It is one generational opportunity that we must seize.

The timing is urgent. Many elements of this legislation, hopefully combined with FORWARD funding, or some other state sourced resource, will place Massachusetts at an inflection point for a clean energy transition. That, combined with my desire to see the next offshore wind procurement move forward quickly, moves me to sign this bill, despite my deep misgivings about other elements. And I implore the Legislature and the next Administration to take a good, hard look at what that 10-town policy concerning natural gas does to the cost and availability of housing that working people can afford before they consider offering this exclusionary zoning

policy to any other communities. Restrictive legislation passed in the name of climate change that does little to advance our decarbonization goals will only delay progress that we all agree is so urgently needed.

Respectfully submitted,

A handwritten signature in blue ink that reads "Charles D. Baker". The signature is written in a cursive style with a prominent initial "C" and a long, sweeping tail at the end.

Charles D. Baker
Governor

Appendix B



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

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

Kerry A. Lafleur, Town Manager

August 23, 2022

Commissioner Patrick Woodcock
Massachusetts Department of Energy Resources
100 Cambridge St., Suite 1020
Boston, MA 02114

Commissioner Woodcock,

Thank you for your role in the passing of Bill H.5060, *An Act Driving Clean Energy and Offshore Wind*. The Town of Concord applauds this step forward towards a cleaner energy future.

The Town sends this letter as our formal request to participate in the demonstration program to prohibit new building construction or major renovation projects that are not fossil fuel-free. The Town of Concord meets all requirements for participation as outlined in the bill:

- Article 31 passed overwhelmingly at the Annual Town Meeting on June 13, 2021. The Article contained two provisions: (1) a Home Rule Petition asking state legislature to allow the Town of Concord to regulate fossil fuel infrastructure in new buildings and major renovations, and (2) a bylaw that implements the regulations.
- A Home Rule Petition was submitted on August 10, 2021. The Home Rule Petition was filed by Rep. Tami L. Gouveia on September 20, 2021 and is currently pending as H. 4117.
- Concord has met the 10% housing affordability threshold set under Chapter 40B of the General Laws. As of December 21, 2020, 10.5% of Concord units are Subsidized Housing Inventory (SHI) units.

Reducing emissions in our built environment and achieving net zero emissions are stated priorities of the Select Board. We are prepared to comply with all data collection and reporting that is required as part of participation in the pilot program. Please let us know if there are additional steps we must take to file an official application and secure a spot in the program.

Sincerely,

Kerry A. Lafleur
Town Manager

Appendix C

					If not at 10%, needed by Feb 2024			
					download (mass.gov)	download (mass.gov)	download (mass.gov)	
	Order by				As of 12-21-20	As of 8/9/22	As of 8/15/22	
	date filed	<u>Community</u>	<u>Home Rule Petition</u>	<u>Date filed</u>	<u>SHI %</u>	<u>HPP expires</u>	<u>Safe Harbor?</u>	<u>Multi-family zoning?</u>
	1	Arlington	Bill H.3750 (malegis)	5/10/2021	5.70%	10/6/2021	9/16/2022	??
	2	Brookline	Bill S.2473 (malegis)	6/14/2021	10.20%	10/10/2021	No	??
RHSO	3	Lexington	Bill H.3893 (malegis)	6/15/2021	11.20%	6/5/2019	Yes	??
RHSO	4	Acton	Bill S.2515 (malegis)	8/30/2021	10.50%	6/21/2025	No	??
RHSO	5	Concord	Bill H.4117 (malegis)	9/20/2021	10.50%	1/18/2021	Yes	No
	6	Cambridge	Bill H.4705 (malegis)	4/14/2022	14.80%	No HPP	N/A	
RHSO	7	Lincoln	Bill S.2840 (malegis)	4/19/2022	14.00%	6/19/2008	Yes	
	8	Newton	Bill H.4730 (malegis)	5/5/2022	7.80%	No HPP	N/A	??
	9	Aquinnah	Bill S.2940 (malegis)	6/16/2022	20.90%	No HPP	N/A	
	10	West Tisbury	Bill S.2941 (malegis)	6/16/2022	0.90%	6/11/2024	No	??
	11	Boston		??	20.60%	N/A		

133 Keyes Road
Concord, MA 01742



DATE: 8/19/2022

MEMORANDUM

TO: Select Board
FROM: Emily Smith, Library Director
CC: Kerry Lafleur, Town Manager
CC: Alan Cathcart, Director of Public Works
PREPARED BY: Justin Richardson, P.E., Assistant Town Engineer
**SUBJECT: Handicapped Parking Spaces in the "Stow St (Library/Emerson)"
Parking lot**

The "Stow St (Library/Emerson)" parking lot has four existing handicapped parking spaces – two on the northwest corner closest to the library and two on the east side of the lot adjacent to the Umbrella Arts Center as shown on the attached map. CPW has a project to reconstruct the parking lot this summer and make adjustments to the layout which will result in the addition of 12 parking spaces.

As Library Director, I have identified the need for an additional handicapped space to service the overall needs of the library but especially those of two current library employees. It is common to find the two existing handicapped spaces on the library side of the lot occupied by employees and patrons alike. Adding a third space, immediately adjacent to the existing two, will address the hardship regularly faced by two library employees who require accessible spaces to report to work. I have reached out to the CPW Engineering Division to include this space next to the existing two handicapped spaces at the northwest corner of the lot as shown on the attached plan prepared by Engineering and meeting the American with Disabilities Act (ADA).

It should be noted that in reviewing the Town of Concord's Traffic, Parking and Pedestrian Rules & Regulations under Schedule XVI Handicapped Parking, it was discovered that only two handicapped spaces are regulated although the parking lot has been operating with a total of four existing handicapped spaces for several years.

CPW and I (in the role of the designated site manager of the Stow Street Municipal Parking Lot) recommend that the Select Board vote to allow a total of five handicapped spaces and amend Schedule XVI Handicapped Parking of the Traffic, Parking and Pedestrian Rules & Regulations for Stow St (Library/Emerson) as follows:

Strike out ***2 spaces northeast corner of lot***, and

Replace with ***3 spaces northwest corner of lot and 2 spaces southeast corner of lot*** as shown in the revised schedule below.

Thank you for your consideration.



Schedule XVI Handicapped Parking

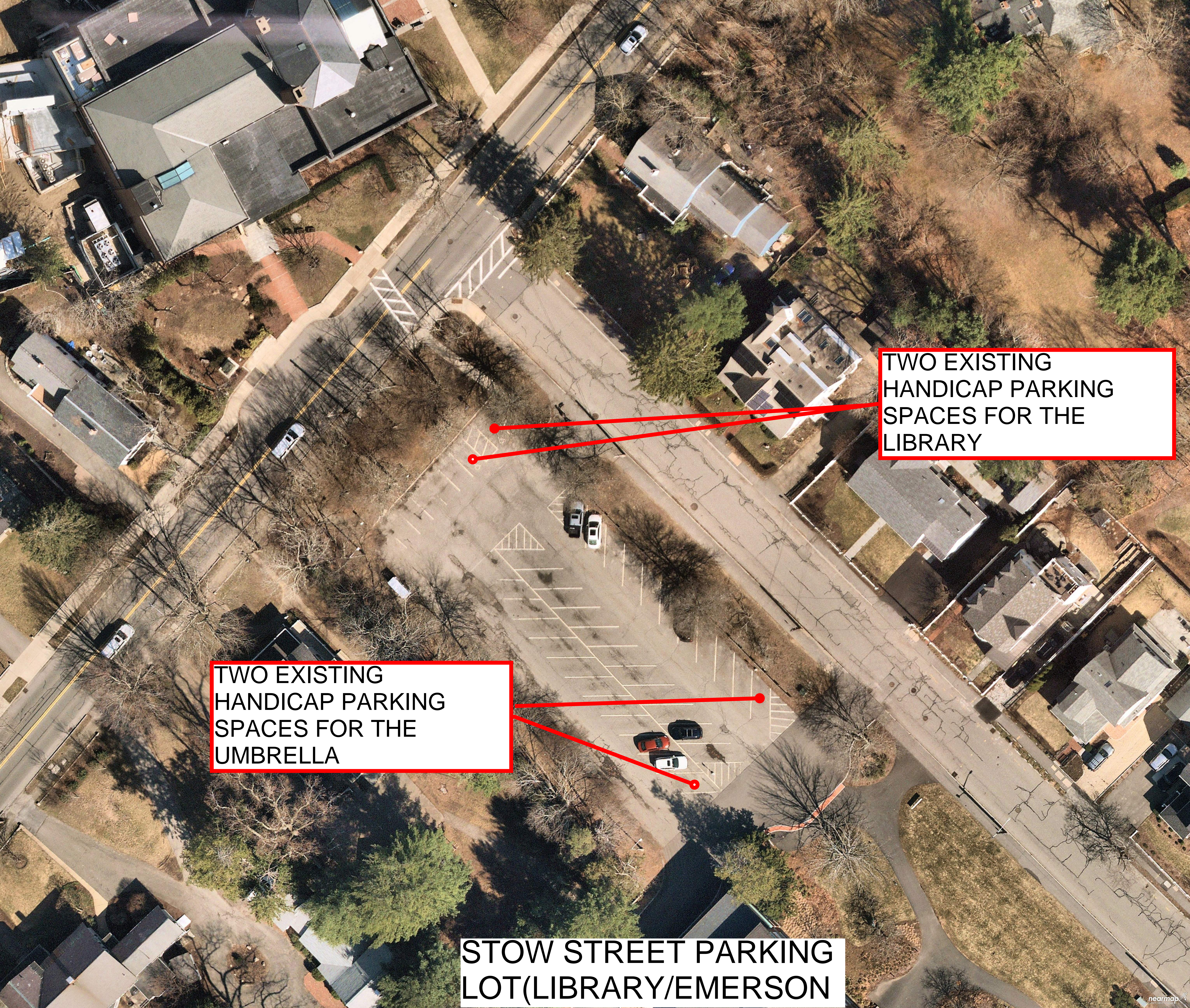
Location	Description
Assessors' Office (Sleepy Hollow)	1 space left of building
Beede Center	6 Spaces northwest end of lot
Commonwealth Ave MBTA Park and Ride Lot	6 spaces along south end of parking lot adjacent to train platform
Conant St (Rideout Park)	1 space southeast corner of lot
Harvey Wheeler	3 spaces left of HWCC main entrance 2 spaces right of 55 Church st entrance 1 space left of southeast entrance to Church 1 space at northeast corner of 1300 Main St
Keyes Rd (CPW/DPLM)	2 spaces right of 133 Keyes Rd front door 1 space right of 135 Keyes Rd front door 2 spaces southeast corner 141 Keyes Rd
Keyes Rd East Side of Road	2 spaces at southeast corner of lot
Keyes Rd West Side of Road	2 spaces at southernpost point of parking lot
Laws Brook Rd (Rideout Park)	2 spaces (1 at each gate to field from parking lot)
Lowell Road (Vandefhoof's parking lot, between 18 and 42 Main Street)	2 spaces
Monument Square (Town House Lot)	2 spaces north side of lot
Monument St (Minute Man National Historic Park)	4 spaces along west side of lot adjacent to crosswalk (2 on each side)
Stow St (Hunt Gym)	1 space southwesst corner
Stow St (Library / Emerson)	2 spaces northeast corner of lot
Thoreau St (Emerson Field)	2 spaces at tennis courts adjacent to Thoreau St
Walden St (Police/Fire Station)	1 space south side of lot
Walden Street (behind 14 to 26 Walden Street)	3 spaces along east side of lot
Walden Street (Hapgood Wright Town Forest South Lot across from 618 Walden St)	1 space southwest corner of lot

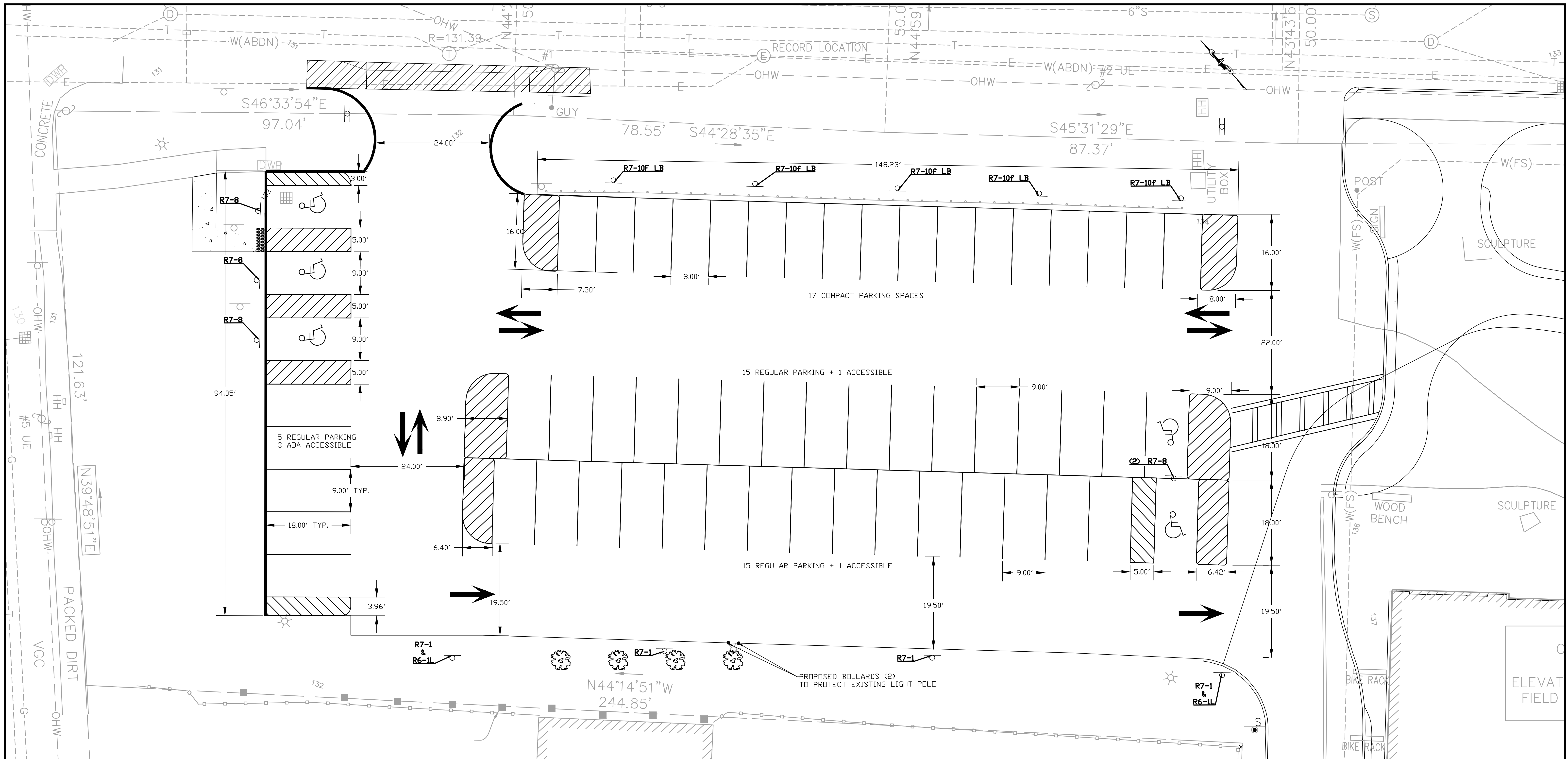
3 spaces northwest corner of lot and 2 spaces southeast corner of lot

TWO EXISTING
HANDICAP PARKING
SPACES FOR THE
LIBRARY

TWO EXISTING
HANDICAP PARKING
SPACES FOR THE
UMBRELLA

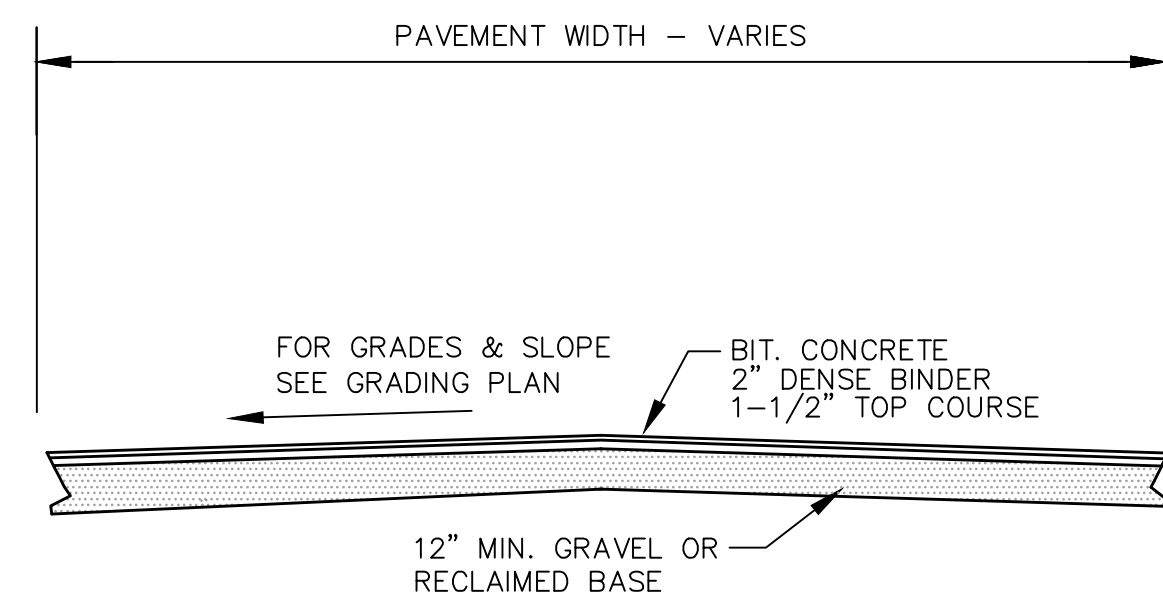
STOW STREET PARKING
LOT(LIBRARY/EMERSON





PLAN
SCALE: 1" = 10'

Parking Report:
35 Standard Stalls
17 Compact Stalls
5 Accessible Stalls



STOW STREET LIBRARY LOT (RECLAMATION & RECONSTRUCTION)
NOT TO SCALE

TOWN OF CONCORD PUBLIC WORKS
2021 PARKING LOT IMPROVEMENTS PH 2

STOW ST LIBRARY: LINE STRIPING



DRAWN BY: SC
DESIGNED BY: JR
REVIEWED BY:
APPROVED BY:
DATE: May 31, 2022
REVISED 1: -V6
SCALE: 1" = 10'
FILE: STOW ST-DESIGN.dwg



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

Memo

To: Select Board
Cc: Kerry Lafleur, Town Manager
Board of Registrars
From: Kaari Mai Tari, Town Clerk
Date: August 23, 2022
Re: Election Officer Appointments

Pursuant to MGL Chapter 54: Section 12, I would like to request, on behalf of the Board of Registrars, appointment of the following **29** voters (list of appointees follows) as Election Officers for terms to expire July 31, 2023.

Party distribution among 89 Election Workers
Democrat: #53 / 54%
Republican: #7 / 7%
Unenrolled: #38 / 39%

Thank you for your consideration.

Kaari

Name	Voting Precinct	Party	Address
Arena, Josephine	4	U	167 Fairhaven Road
Boyle, Gerard	2	R	164 Central Street
Boyle, Susan	2	U	78 Forest Ridge Road # 101
Boyle, Yvette	2	D	164 Central Street
Crowell, Joanne	3	U	55 Woodland Rd
Davis, Joyce	3	U	54 Loring Rd
Dinardo, Josephine	3	U	1320 Old Marlboro
Doane, Irmgard	4	U	242 Lexington Road
Dunn, Cosette	3	U	131 Ministerial Dr
Eagan, Joan	2	U	1544 Main St
Granato, Dolores	4	R	312 Virginia Road
Hacker, Patricia	1	R	30 Shagbark Road
Hallion, Morgan	--	U	22 4th St, Westford, MA 01886

Name	Voting Precinct	Party	Address
Jarnryd, Susanne	1	D	61 Hubbard St
Johnson, Rita	1	R	58 Shagbark Road
Kaplan, Claudine	3	D	109 Seymour St
King-Harris, Brooke	2	D	20 Hawthorne Vlg
Laneri, Margaret	1	D	65 Attawan Rd
Levinson, Betsy	1	D	124 Nashoba Road
Levinson, Richard	1	D	124 Nashoba Rd
Miller, Dorcas	3	U	75 White Ave
Nobile, Peter	1	D	73 Coburn Hill Rd
Phalen, Elizabeth	1	U	65 Attawan Road
Rankin, Carrie	3	D	95 Upland Rd
Richards, Nicki	5	U	1755 Monument Street
Ryan, Matthew	3	D	109 Stone Root Ln
Schelzi, Sandra	4	U	9 Edmonds Rd
Steinberg, Rochelle	2	D	70 Beharrell St
Touw, Leslie	2	U	111 Laws Brook Road

Concord 2025 Executive Committee

Original As Approved 2/8/21 with amendments Voted 7/12/21

Purpose and Duties

The year 2025 will mark the 250th anniversary of the historic battles of Concord and Lexington. 2026 will mark the 250th anniversary of the signing of the Declaration of Independence. To mark these significant anniversaries, the Select Board will create the Concord 2025 Executive Committee. The purpose of the Committee is to evaluate and make recommendations as to how the Town should organize for this event and to serve as the Executive Committee to oversee other committees to be created to assist with this effort; and, to oversee activities to be held to commemorate the 250th Anniversary of the Battle of Concord and other historical events related to the founding of our Country.

The Executive Committee will also coordinate the Town's events with our sister communities of Lincoln, Bedford, Lexington, and Arlington (Battle Road 2025); Minuteman National Historical Park; Hanscom Air Force Base as well as with other local, state, regional and federal events.

As the 200th celebration in 1975 was a grand celebration including multiple events across several months/years planned by numerous subcommittees and entities well in advance of an accepted invitation from President Ford and other dignitaries, the committee's work will commence immediately and extend through December 2026 in anticipation of a possible breadth of events on the same scale. Given the scope of the committee's charge, it may be necessary for the committee to request an amended charge from the Select Board once the landscape of the numerous celebration-related Federal, State and local communities' plans is initially surveyed and the Concord 2025 Executive Committee outlines its own preliminary plans. The Select Board recognizes that immediate advance planning/outreach will be needed for specific components of the preliminary plan.

As part of its duties, the committee shall:

1. develop a comprehensive plan for celebrating and promoting the 250th anniversary of the Battle of Concord and other historical events leading to the founding of our Country which includes reference to new historical research and the contributions of native and black Concordians in that history;
2. identify funding needs and a plan for both Town and private funding (which would require a 501(c)3 entity);

3. develop a plan for a permanent memorial and recommend its placement;
4. appoint subcommittees, where necessary, to carry out specific tasks and in so doing may appoint members of the Executive Committee and/or other residents of the Town;
5. identify opportunities for individuals or organizations to participate in celebrations of the anniversary;
6. ensure that activities represent a commitment to diversity and inclusiveness, and create opportunity at all levels and activities for citizen participation;
7. hold public hearings from time to time in order to gain input from the residents of Concord, including at least three in the first eighteen months of the committee's formation;
8. report its activities to the Select Board on a periodic basis, but no less often than on a quarterly basis; and,
9. file a final summary report of committee activities and events with the Select Board on/ or before December 31, 2026, and subsequently with the Town Municipal Archives including associated celebration memorabilia.

As amended 7/12/21

Membership

The Committee shall be a 9 -member committee with appointments made by the Select Board for the period of July 2021- June 2022, expanding to 12 members in July 2022. The initial representatives will be 9 individuals selected from any of the following groups, with all identified groups to be represented in July 2022: .

- Select Board or appointee (1)
- Town (1)
- Concord Public Schools/Concord-Carlisle Regional High School/Minuteman Technical High School (1)
- Business Community (1)
- Public Ceremonies and Celebrations Committee (PCCC) or Reenactment Community (1)
- Community members with a background in American history (1)
- Event planning and/or logistics expertise (1)
- Community leaders with fundraising experience (1)
- Civic or Community groups (1)
- Literature, Music, and the Arts Community (1)
- Concord Museum (1)
- Concord Library (1)

As amended 7/12/21

Other Considerations

The Committee shall comply with the provisions of the Open Meeting Law (OML), the Public Records Law, the Conflict-of-Interest Law and all other laws and regulations of the Commonwealth, as well as all relevant Bylaws and Administrative Policies of the Town.

Given the number of citizens that may be asked to participate in committee-related activities for their particular interest, expertise, and community connection, APP #10 Section 7c, d, e and g will not apply to this committee or its subcommittees.