

TOWN OF LAKEVILLE MEETING POSTING & AGENDA

Town Clerk's Time Stamp
received & posted:

48-hr notice effective
when time stamped

Notice of every meeting of a local public body must be filed and time-stamped with the Town Clerk's Office at least 48 hours prior to such meeting (excluding Saturdays, Sundays and legal holidays) and posted thereafter in accordance with the provisions of the Open Meeting Law, MGL 30A §18-22 (Ch. 28-2009). Such notice shall contain a listing of topics the Chair reasonably anticipates will be discussed at the meeting.

Name of Board or Committee:	<u>Select Board</u>
Date & Time of Meeting:	<u>Tuesday, October 10, 2023 @ 6:00 PM</u>
Location of Meeting:	<u>Lakeville Police Station</u> <u>323 Bedford Street</u>
Clerk/Board Member posting notice:	<u>Tracie Craig-McGee</u>

Cancelled/Postponed to: _____ (circle one)

Clerk/Board Member Cancelling/Postponing: _____

**PLEASE ASK IF ANYONE IS RECORDING THE MEETING AND ANNOUNCE THAT
LAKECAM IS RECORDING**

A G E N D A

1. Select Board announcements
2. Town Administrator announcements
3. Discuss and possible vote to approve Select Board Minutes of September 18, 2023
4. 6:15 Public hearing for transfer of Off Premises All Alcoholic Beverages Package Store license for 157 Bedford Street – Tamarack Liquors to Kantara, Inc., dba Towne Liquors
5. Discuss and possible vote on access agreement for Free/Lake Softball to make improvements to Jon Paun Park
6. Discuss and possible vote on request from DPW Director for Snow Plow Contractor Rate Changes
7. Discuss and possible vote to appoint Lacey Marshall as Human Resources Director
8. Discuss and possible vote on the Warrant for the November 13, 2023 Special Town Meeting
9. Discuss and possible vote to approve and sign the Bond Anticipation Note for the second borrowing for the Assawompset Elementary School window project
10. Discuss and possible vote to approve Public Way License Application for Charles River Wheelers for the Cranberry Ride on October 15, 2023
11. Discuss and possible vote to approve Public Way License Application for Mullein Hill Christian Academy for Veterans 5k on November 4, 2023
12. Discuss and possible vote in regards to notice from Massachusetts State Lottery Commission regarding Keno License for Joe and Chloe Gas – 33 Bedford Street
13. Discuss and possible vote on request of Girgis Automotive Services to revise the name on their Class II Auto Sales License
14. Discuss and possible vote to approve request to connect to Taunton Water – 35 Myricks Street
15. Discuss and possible vote to approve request for one-day Beer and Wine License for Harper Lane Brewery for Elliot Farm Fall Festival on October 14, 2023

16. Discuss and possible vote to revise the special one-day liquor license for Decanted, Inc. for the rescheduled Angers Conway Farm Event on October 14, 2023
17. Discuss and possible vote on request from the Council on Aging to appoint Rosemary Duclos as Alternate Member on the Council on Aging Board of Directors
18. Revisit discussion on Town Hall operating hours
19. Building Committee Updates:
 - a. Senior Center Feasibility Study
 - b. Fire Station Building Committee
 - c. Old Colony Feasibility Study
20. New Business
21. Old Business
22. Correspondence

Please be aware that this agenda is subject to change. If other issues requiring immediate attention of the Select Board arise after the posting of this agenda, they may be addressed at this meeting.

AGENDA ITEM # 1
OCTOBER 10, 2023

SELECT BOARD ANNOUNCEMENTS

Commend officers involved in the shooting incident on September 29, 2023

Announce the cancellation of the November 6th Select Board meeting and the rescheduling of the October 23rd meeting to October 30th.

**AGENDA ITEM #2
OCTOBER 10, 2023**

TOWN ADMINISTRATOR ANNOUNCEMENTS

**AGENDA ITEM #3
OCTOBER 10, 2023**

**DISCUSS AND POSSIBLE VOTE TO APPROVE SELECT
BOARD MINUTES OF SEPTEMBER 18, 2023**

Attached are the minutes from the September 18th meeting.

**TOWN OF LAKEVILLE
Select Board Meeting Minutes
September 18, 2023 – 6:00 PM**

**Lakeville Police Station Meeting Room
323 Bedford Street, Lakeville, MA**

On September 18, 2023, the Select Board held a meeting at 6:00 PM at the Lakeville Police Station Meeting Room. The meeting was called to order at 6:00 PM by Chairman Day. Members present were Chairman Day, Member Fabian and Member Carboni. Also present were Ari Sky, Town Administrator and Tracie Craig-McGee, Executive Assistant to the Select Board and Town Administrator. LakeCAM was recording the meeting for broadcast.

Select Board Announcements

Chairman Day read the Select Board announcements.

Town Administrator Announcements

Mr. Sky read the Town Administrator Announcements.

Meet with Plymouth County Treasurer for presentation of ARPA payment for ambulance and associated equipment

Thomas O'Brien, Plymouth County Treasurer, Jared Valanzola, from Plymouth County Commissioners and Michael O'Brien, Fire Chief were present for the discussion. Chief O'Brien said this award for an ambulance was born of need. Our new ambulance has over 50,000 miles on it. Mr. Valanzola spoke about Plymouth County's administration of the CARES money. He said they are on track to spend 3% on administration of the ARPA program with the national average being 7-10%. Mr. O'Brien said they would be presenting a check to the Town for \$572,403.49 for the ambulance. Chief O'Brien added the award includes every major piece of equipment on the ambulance. Chairman Day noted that this ambulance will help other communities with mutual aid.

Discuss and possible vote to approve Select Board Minutes of September 5, 2023

Member Carboni had two revisions: on page 2 – 1st paragraph halfway down: spaces identified at the Ted William Camp for election: add “and the fact that we have many elderly residents that utilize those spaces during elections”. On page 6: under Building Committee Fire Station Committee, last sentence: whether each candidate will be interviewed or if the list to be interviewed will be narrowed down.

Upon a motion made by Member Carboni and seconded by Member Fabian, it was:

VOTED: To approve the Select Board Meeting Minutes of September 5, 2023 as amended.
Unanimous in favor.

Public hearing for transfer of Common Victualler All Alcoholic Beverages License for the Back Nine Club – 17 Heritage Hill Drive

Present for the discussion was Craig Medeiros, Esquire, attorney for the applicant. Chairman Day read the legal notice into the record, which was published on September 7, 2023.

Upon a motion made by Member Carboni and seconded by Member Fabian, it was:

VOTED: To open the public hearing for the transfer of the Common Victualler All Alcoholic Beverages License for the Back Nine Club – 17 Heritage Hill Drive.
Unanimous in favor.

Chairman Day swore in Attorney Medeiros, who summarized the application and the intent to keep the property operating as a golf course. The hours of operation on the liquor license will remain the same. Attorney Medeiros said the actual golf course itself is being purchased by a different entity than the one purchasing the golf course. There is a lease between the two (2) entities for the operation of the course. Member Fabian said that is how the current owner is set up. Attorney Medeiros said B9 will operate the restaurant and golf course; and Lakeville Nursery owns the property.

Richard LaCamera of 32 Old Powderhouse Road asked about the real estate transaction. The sale is \$1.4 million for the real estate and \$450,000 for the business. The real estate part is being transferred to Lakeville Nursery Development Corporation, which is an existing development company. Attorney Medeiros said the buyer is Lakeville Nursery Redevelopment LLC. It owns one (1) piece real estate now, which is for sale. Once sold, the only piece of real estate it will own is the golf course. This was done for tax purposes. Mr. LaCamera said Lakeville Nursery Redevelopment is leasing the property back to who? Attorney Medeiros said to the B9 Club. Mr. LaCamera asked if Lakeville Nursery Development owns all the buildings and land. Attorney Medeiros said the equipment at the site for the golf course and kitchens will be owned by B9 Club Inc. and Lakeville Nursery Development Corporation will own the property. B9 Club Inc. will take care of the operation of the golf course. Olde Stone Lookout LLC currently owns the real estate and it is operated by The Back Nine Club. Mr. LaCamera said there are a lot of neighbors present that are concerned about the property. He was disappointed that the new owner is not here. The new owner has said that it is not going to be developed as housing. Attorney Medeiros said his client contacted the Ethics Commission and was advised that he should not attend the meeting. Chairman Day said it sounds like it is the same setup as the current company. He asked Mr. LaCamera if there is an undertone why the Board should not transfer the license? Mr. LaCamera said he has a right to have the license transferred as long as he meets the criteria. Chairman Day said the hearing tonight is for the transfer of the license. He understands the concern about the transfer that is out there. Mr. LaCamera said that the Purchase and Sales Agreement can be discussed because they were on the agenda and refers to the transfer of the liquor license. Chairman Day said he would not like to see abutters negatively affected, but this is for the transfer of the license. Mr. LaCamera said as far as the transfer, there is no agreement in place for the transfer of the Sailor's Tower. Attorney Medeiros said this is not included as part of the sale. It is a separate parcel with a perpetual easement. Mr. LaCamera said it says in the Purchase and Sales Agreement that it needs to be negotiated. Attorney Medeiros was not aware of that. If there ever were to be a conversion of the property, the property would have to be offered to the Town first.

Upon a motion made by Member Carboni and seconded by Member Fabian, it was:

VOTED: To close the public hearing for the transfer of Common Victualler All Alcoholic Beverages License for the Back Nine Club – 17 Heritage Hill Drive.
Unanimous in favor.

Upon a motion made by Member Carboni and seconded by Member Fabian, it was:

VOTED: To approve the transfer of the Common Victualler All Alcoholic Beverages License from The Back Nine Club, dba The Back Nine Club at 17 Heritage Hill Drive to B9 Club, Inc., dba The Back Nine Club.
Unanimous in favor.

Discuss and possible vote to approve articles to be placed on the November 13, 2023 Special Town Meeting Warrant:

- A. Prior Year Bills
- B. Supplemental Appropriations
- C. Capital Items
- D. Transfer to Capital Stabilization
- E. Community Preservation Act Projects
- F. Move Town Meeting to Second Monday in June
- G. Nuisance Fire Alarm By-Law
- H. Open Space Residential District By-Law
- I. Illuminated Sign By-Law Amendment (revision 1)
- J. Illuminated Sign By-Law Amendment (revision 2)

Todd Hassett, Town Accountant, was present for the discussion. Chairman Day said we are voting on the articles to be placed on the Special Town Meeting Warrant. Mr. Sky said Article #1 is for FY23 unpaid bills. Mr. Hassett said this is for invoices that came in after the close of FY23. We would have to ask Town Meeting to fund these through Park Department earnings. Mr. Sky said Article 2 is for supplemental expenses. The first two (2) were talked about previously to accommodate the 5-member Board. There is a little bit of money for a placeholder for some sort of agenda software. Chairman Day said we cannot forecast insurance for the new members. Mr. Sky said it will only be for two (2) months. John Olivieri, Chairman of the Board of Assessors said their Clerk is currently part time and we have a full time Assessors Specialist. Our specialist has announced that he will be retiring in the spring and our Clerk is looking for a full-time position. In order to retain our Clerk and have adequate office coverage, we are looking for additional funds to run through the end of the year to start the Clerk at full time a few months prior to the Assessors Specialist going to part time. Member Carboni asked if the Assessors Specialist will be retiring as full time, but working part time? Mr. Olivieri said the Specialist has no intent on retiring fully for the next year or two (2). Member Fabian said this follows what we spoke about at the last meeting regarding office hours. Having a full time Clerk there will pick up more hours for residents. Further discussion occurred regarding office coverage.

Mr. Sky said we have an ongoing situation with coverage, staffing and overtime for the Fire Department. The ideal solution is to add staff, but we don't believe the money is there to do that. We can right size the overtime budget as a short-term solution. Mr. Hassett said we have come to the conclusion that the best solution is to add one (1) person to each working group, but we are concerned with the expense. We will look at this for the FY25 budget. Fire Chief O'Brien said it comes down to budgeting. We have to live within the resources and within the 2.5% cap. Applying a new staff model for four (4) member groups would be saving about \$200,000 in overtime. There are so many variables with those savings, but we would have saved that last year. Getting the additional overtime is welcome, but it doesn't fix the problem. We have three (3) people at the station and that is the bare minimum that we need to operate right now. When there is an absence, it creates overtime expenses. He noted that there is a small group of very dedicated firefighters and they are getting burnt out and that is not sustainable. This needs to be addressed. We need to reinvent our department to march the demand for services and the expectation of the Town. Mr. Sky said it is a real problem, but we couldn't commit to that right now. Chief O'Brien said the thought was it is advantageous to spread it over two (2) fiscal years for not as much impact. Chairman Day asked what is the cost of a new hire? Chief O'Brien said a firefighter works an average of 42 hours a week. We currently have one (1) person in the academy. Every hour that person was scheduled to work is now overtime. We have another starting in January to be replaced with overtime.

Mr. Hassett said that last item is an insurance premium, increase for property, liability and general insurance. We used a 6% increase; the actual premiums were a 6.3% increase. Mr. Sky said no coverage was increased. Chairman Day asked about going out to bid for carriers. Mr. Sky said we have not done that yet. Article #3 - Mr. Sky said these are capital items in the Capital Improvement Plan (CIP). For Betty's Neck - we have an outstanding application for the One Stop Program which would probably negate this need if we got the grant. We have \$75,000 in the CIP now. Town Hall Security is for \$30,000; this would involve building access in Town Hall. There is a boat motor replacement for the Police Boat. Police Chief Perkins said the Police Department has a 2019 police boat to patrol Long Pond. It has become a search and rescue dive boat as well. The boat is under powered for that use. We need a 115 motor with a Trim Tab kit to alleviate that problem. Because the present motor is so new, we would repurpose that to the Fire Department for their boat. Franklin Moniz, DPW Director said the M-4 permitting is straight forward. We are going into year 6 and this includes training, updating the stormwater management plan, and illicit discharge detections. It gets us through until September of 2024. We won't know the entire number until we get into the investigations. This figure covers the knowns. We have been keeping up with what has to be done, but we need to address some of the key things we have let slide back in the past couple of years. For brush, we are going to hire a crew to do tub grinding, which is done every couple of years. This work will be done with a contractor, and DPW will be running the excavator and doing the cleanup. Mr. Hassett said there is a total of \$201,500 for the capital items and the brush and tree removal will be funded from the Transfer Station Retained Earnings.

Mr. Sky said Article 4 is for \$2,150,000 from the lease of the cell tower. This article will move the money into the Debt Service/Capital Projects Stabilization Fund. Member Carboni said because we agreed for a one-time payment for the lease of the Fern Street cell tower, we lost about \$45,000 in revenue annually. She would like to see this money go somewhere where it is interest bearing and not touch it. Mr. Sky said the Stabilization Account does serve that purpose. Member Carboni said this Board will change, but she wants the interest to work for us; once the money is gone it's gone. Mr. Hassett said we could put it in the General Stabilization Account. Mr. Sky said it is about

a \$38,000 a year loss in revenue. The FY24 budget does not assume any of that money. Mr. Hassett said the General and Special Stabilization Funds are invested separately and the earnings grow within the fund. We have a number of facility projects that the Town is considering. Some of those projects might require a debt exclusion. Setting this money aside might help offset the cost. Member Carboni said we need to find ways to put money aside for the future. Chairman Day asked about the balances in Debt Stabilization. Mr. Hassett said there is \$1.4 million and \$1.8 million in the General Stabilization and we added \$250,000. Member Fabian said she thought what was suggested was to make sure all our retirement needs were met. This wasn't what we were thinking when we approved the lease. We said that we would not use the money received. Mr. Hassett said this article is proposing to set it aside; it would be up to a future Town Meeting whether to use those funds. The General Stabilization could be accessed on Town Meeting Floor. Member Carboni said it is vulnerable sitting in Free Cash right now. How can we get this money to work for us in the best way without touching it? Mr. Sky said if we don't do anything with it, it rolls back into Free Cash. Taking it out of the General Fund and putting it aside, nothing will happen to it until somebody wants to touch it. Member Carboni said she is not sure this is the best place to put it. Member Fabian asked what other options do we have? Mr. Sky said putting it towards OPEB is not the answer. Mr. Hassett said the pension obligation is starting to come down. Chairman Day said he likes putting this in a protected account. If a need comes up, residents can vote to take it out. Mr. Sky said the Department of Revenue has certain rules about what kinds of stabilization accounts can be created. Mr. Hassett said there are some other special stabilization accounts that require Town Meeting access. Mr. Sky said he doesn't believe that it is legally possible for the Board to prevent what a future Board could do. Putting it in Stabilization means that Town Meeting has to take it out. Member Carboni said she would want residents to have final say over their money and how it is spent, but we are the guardians and trying to make smart decisions. Chairman Day said it could go into the \$1.4 million that is already there and earning interest. When was the last time we used that account? Mr. Hassett said \$79,000 a few years ago. Member Carboni said every budget cycle when we discuss balances, we will remember that this money is here. Chairman Day said the Finance Committee will have to approve. Member Carboni thinks it is risky not having a separate stabilization account and may not be able to support this at Town Meeting.

Mr. Sky said Article #5 is for Community Preservation Committee projects. Nancy Yeatts, Chair of the Community Preservation Committee (CPC), said this is their first year and the CPC has recommended the three (3) projects. We will prepare a handout for Town Meeting. The projects are the Cemetery Commission for gravestone repairs; Historical Commission for a roof replacement of the Historic Town House, and Park Commission for Jon Paun Park. Chairman Day said what if Historical does not need the \$30,000 for the roof. Does it go back to the CPA fund? Mr. Hassett said it is being funded by two (2) accounts and if not needed, the funds would go back. Ms. Yeatts said the Jon Paun Park will help with the engineering and architectural expenses. Mr. Sky said for Article 6, the Board directed him to prepare an article to move the Annual Town Meeting to the second Monday in June. Chairman Day said the language today allows the meeting to be moved by Select Board vote. Discussion occurred regarding moving the meeting. Article 7 is a Fire Alarm System By-Law. Chief O'Brien said this is a tool for compliance and similar to the current Police Alarm by-law. Chairman Day asked has this been a problem. Chief O'Brien said there have been 203 false alarms and malfunctions so far this year. This is a public safety issue. We have to respond with the appropriate equipment. Some are accidental; malicious and system malfunctions, but there are things that can be done to handle that.

Mr. Sky said Articles 8, 9 and 10 are Planning Board articles. Marc Resnick, Town Planner, said Article 8 is the Open Space Residential District (OSRD) bylaw. It is similar to an article presented 1.5 years ago with significant changes to address Board of Health and Conservation Commission concerns, which he summarized. Chairman Day said we really need an example sheet to educate residents. Mr. Resnick said he will put together something for Town Meeting. Chairman Day said so nothing smaller than 20 acres of which 10 acres will be open space and 10 acres developed. Member Carboni asked has the Planning Board reviewed the red line document. Mr. Resnick said the Planning Board voted the extra red line changes at their last meeting. One (1) of the purposes was removed. On page 2, we had spoken about allowing smaller parcels developed along the ponds or if the open space land abuts existing open space land, but that was removed. Section V was changed to Article V on the next page. Public access to the open space, we added motorized wheelchairs as allowed. Member Fabian said this needs to be posted early so residents can read through this. It should be posted on social media. Chairman Day said the open space can be transferred to the Conservation Commission, Select Board or the Park Commission. How do we determine the costs to the Town for upkeep? Mr. Resnick said that is part of the process in reviewing a proposed development. Open Space versus a park is a huge difference in costs. Chairman Day said at what point in this process do we figure out who will accept ownership. Mr. Resnick said it is multi-step; the developer comes in informally with a sketch plan. Then they file a preliminary plan and OSRD concept plan where you will evaluate the open space and suitability of lots in the base plan. That would be a public hearing. The final definitive subdivision plan and special plan hearings would have plans sent out the Boards, Committees and Commissions for their comments. Member Fabian said we could say we don't want any more parks because it is more work for the Department of Public Works. Chairman Day said he is trying to figure out what our risk is down the road. Mr. Resnick said if the Select Board or Park Commission won't accept the land for a park, it would be left as open space land and be conservation land. The Planning Board cannot bind the Select Board or Park Commission to accept the property. The developer would have to go to the Select Board first if it were going to be a park. Chairman Day said does that have to be in place prior to the plan being approved? Mr. Resnick said yes.

For Article 9, Mr. Resnick said this is to clarify the definition of changeable copy signs, electronic message board signs and internally illuminated sign to add that a special permit is required by Zoning Board of Appeals. For Article 10 Mr. Resnick said the Planning Board is concerned with the proliferation that we have with some of these signs and proposes standards for them.

Upon a motion made by Member Carboni and seconded by Member Fabian, it was:

VOTED: To approve the Warrant Articles 1-10 as presented for the Special Town Meeting scheduled on November 13, 2023 at 6:30 PM.
Unanimous in favor.

Member Carboni said she would like to revisit the places that the warrants are posted. She would like to understand how the locations came to be. There has been concerns from residents that they did not have access to the warrant articles. The Library was suggested as a posting place. Also, maybe the Intermediate and Middle Schools. Ms. Craig-McGee noted there are a certain number of places required per precinct.

Discuss and possible vote to approve House of Representatives’ proposed change to the 5-member Board petition

Mr. Sky said there was a floor amendment to strike out the word “ballot” in line 4 and insert in its place “annual town”. Town Counsel has signed off on the change.

Upon a motion made by Member Carboni and seconded by Member Fabian, it was:

VOTED: To approve the House of Representatives proposed change to the 5-member Board petition as presented.
Unanimous in favor.

Discuss and possible vote to appoint Kevin Duquette as Sealer of Weights and Measures

Mr. Sky said the Inspectional Services Director said the individual proposed was the only applicant and has impeccable references.

Upon a motion made by Member Carboni and seconded by Member Fabian, it was:

VOTED: To appoint Kevin Duquette as Sealer of Weights and Measures for a term to expire July 31, 2024.
Unanimous in favor.

Discuss and possible vote to approve DPW Heavy Motor Equipment Operator hire at Level 2, Step 4

Mr. Moniz, Department of Public Works Director, was present for the discussion. Mr. Moniz noted he has two (2) vacant positions. This is a returning employee that is why he is looking for the higher step. He is familiar with the snow and ice process and the equipment. He would be on board by October. Chairman Day said were there any issues prior. Mr. Moniz said nothing that he is concerned with. He has two (2) vacant positions in the past two (2) months so his budget is in good shape.

Upon a motion made by Member Carboni and seconded by Member Fabian, it was:

VOTED: To approve the hiring of a Heavy Motor Equipment Operator at Level 2, Step 4.
Unanimous in favor.

Schedule meetings for November, December and January

Mr. Sky said there was conflict with a Board member on the November 20th meeting date. Chairman Day said there was talk of moving our meetings from Monday. Ms. Craig-McGee said we would have to ask someone else to change their day that they meet on. Member Fabian said she cannot make the November 20th meeting. Chairman Day said we could do a larger meeting on the 13th. We could do the budget discussion on December 4th. Member Carboni said we will know if there is anything that needs to be addressed. November 6th and 13th. The December 4 and 18 and January 8 and 22 meeting dates were set.

Building Committee Updates:

Senior Center Feasibility Study

Member Fabian said the Council on Aging Director gave numbers on people in Town aged 55 and above. There is a waiting list for the exercise programs. The Owner's Project Manager (OPM) put together a design for a smaller build and larger one. The subcommittee made some suggestions on what they would like to see, including updating lighting with automatic lighting. The Committee asked the OPM to fine tune a few things. One design would be about 800 square feet to the rear of the building and the other a 2,000 square foot addition to the right side of the building. The next meeting is October 18, 2023.

Fire Station Building Committee

Member Carboni said there is not much to update since the last meeting. The Committee is meeting on September 20th. We had four (4) submittals for the architectural design and will discuss the next steps to identify who will be the designer for the project.

Old Colony Feasibility Study

Chairman Day said there is no update from the last meeting. The next steps are discussing an OPM selection committee. Otherwise it is considering programs they would like to add or how many students being added to the school. Member Fabian asked is that the stage where they would discuss programming. Chairman Day said they need to right size the school and see what the towns will support. They turn away more students for incoming classes than they accept. They need to figure out how many programs they want to increase or keep what they have and increase the slots.

Discuss Town Administrator's Annual Review

Chairman Day said we are having technical difficulties with one (1) of the reviews. Do we want to go forward with one (1) copy missing or defer to October 10th? We could schedule a meeting in between. Member Fabian said we could do a Zoom meeting. Member Carboni said she is trying to understand the issue. Chairman Day said Member Fabian doesn't have a printed copy and her laptop is stuck in update mode. Member Fabian said she could summarize her narrative, but doesn't have the number tally. Member Carboni said we have waited a long time to do the review. The tallies can be reviewed, but the narrative is important. Member Fabian said she will submit hers to the Town Clerk's Office tomorrow. Member Carboni and Chairman Day passed out their reviews. Member Carboni said when we have a five (5) member Board she is going to press to come up with a good flow for an evaluation. She would like the Town Administrator to be able to review what we wrote. Chairman Day said the process and forms need to be revamped. Member Fabian said she said when we started this process that she would be willing to come up with a better plan, but we went ahead. This can't wait until the spring, so we should appoint someone at this point to work on this. Chairman Day said there is an annual review of the Town Administrator as set forth in the Town Administrator Act. Like any review, this is subjective.

Chairman Day said one (1) form has ratings of Excels, Meets or Needs Improvements. He had Excels in 22 categories, Meets in 8 and none on Needs Improvement. The second form was 10 categories with 5 being the highest ranking to 1 at the lowest. Each category has a total of 30 possible

points and he had 284 points total. Chairman Day reviewed his bullet points: fiscal detail strong; class and compensation study underway; follow up is done within a reasonable amount of time; when we disagree it is respectful; public outreach video series is great; comments from residents saying communication could be clearer; how can we improve the meeting room so people can hear; Department Heads mentioned a bit micro managed than they are used to; perhaps you can reach out and have a conversation with them; we did not receive any Department Head feedback; lot of things going well; and have received a few residents improvements, but overall he is pleased.

Member Carboni said for the most part, Mr. Sky has met all the expectations identified under the rating criteria. The only ones that she felt needs improvement is communication skills and community and resident building of relationships. It is difficult to try to reach out to people, but that would strengthen our mission to build communication and relationships with the residents. As far as information provided to the Board, she will never say it is overkill and you do share it with us. There is concern about having to communicate with the five (5) member Board. Perhaps there is another vehicle in which to communicate with the five-member Board. Financial and budgeting and policy development is exceptional. You developed the budget cycle and it is clear for the residents, which they have appreciated. You have expanded your professional development through ICMA. You have met your goals for 2022 and 2023 with a few coming over to 2024. She hopes to get those accomplished and give you the support needed.

Member Fabian said it is hard to evaluate someone with only three (3) options. Compared to last year, some of her numbers went down a bit. Being the Chair is different as you interact more with the Town Administrator, perhaps because she was used to get information first hand and communicating every day, she feels that there is a little less communication and is not getting the information she should be. She feels she has to look harder for information. In the strengths section, budget and financial planning is a strength that Mr. Sky has possessed. She noted communication, but also put notes in there at the special meeting the Board had, she was a bit disappointed that it is assumed that it is okay not to consult the Select Board. When policies are being created that Select Board Members are going to be responsible for using day to day, the Select Board should have an option to participate in the creation, not just in amending a document. For instance, several things that have come to our attention, including the Old Bridge Street project and the Abutters By-laws, we all had similar concerns. The one other area is that this Town is not prepared to go in a direction of a Town Manager. The Town has voted for more representation for a 5-member Board, not less, voted a recall by-law and voted down the change to an appointed Clerk. Sometimes Mr. Sky has a tendency to stay narrow focused and not paying attention to Facebook comments. Sometimes it is the same people, but these are people that are not afraid to speak out. We have to pay attention to how some of the residents feel and they are very conservative. They want more representation so for us to try to be pushed towards a Town Manager role, we are going in the other direction where the residents want more say, not less.

Chairman Day said all of us need to find a way to communicate a bit better. We put that in the goals going forward. Member Fabian said she would like other Board members to consider that residents want to be in control of their Town government. We have to acknowledge that. If it takes more time to get two (2) more members on Board, then we need to do that. The residents expect us to be more involved than Boards in other Towns. We should all be making phone calls to get

information needed. The past year has been eye-opening about how much residents are paying attention.

Member Carboni asked Mr. Sky to give his perspective on his year in review. Mr. Sky said this is the first he has seen the document and did not want to do a cold comment. Member Carboni said she isn't asking him to comment on the document. Mr. Sky said he would withhold comment. Chairman Day said some of the things Member Fabian brought up, the votes were not all unanimous at Town Meeting, but it is the temperature of the room. There are residents that did not vote and their voices should be heard. Mr. Sky said the Town deserves the form of government that it wants. Is the form of government in place what residents want? We have a strong Town Administrator Act in place, and if he didn't assume the responsibility, he is not doing the job. Perhaps the Town needs to decide the form of government they want, perhaps something different. Experience shows the need for executive authority is greater, not less with five (5) members. You could always try a different direction. In 2021, he was given the reins to make the organization run. If that is not the approach the Board is comfortable with, the Board can go in a different direction. Chairman Day said looking at the Town Administrator Act, it outlines our role versus the Town Administrator's role. Whether that is what the Town wants is up for review. He reviewed some of the parts of the Act. He is a bit more hands off, watching to see if things that are asked for are done, but you are the one with the reins. Mr. Sky said he has no issues with Board members talking with staff, but it is disruptive for him to do his job if there are conversations going on that he does not know of. It makes him less effective. Member Carboni said there was a rule on the School Committee of no surprises. She would not want to surprise the Town Administrator or staff. At this point, Mr. Sky has been able to protect this Board in that respect to get ahead of anything that would be a surprise.

New Business

There was no New Business discussed.

Old Business

Chairman Day asked about the liquor license transfer that had been voted on the last meeting. Ms. Craig-McGee said the ABCC investigator found things that needed to be revised in the application and missing information or information that did not correspond. The applicant will be withdrawing his application and will hire an attorney to fill out the application. He has purchased the property, but is not allowed to sell alcohol. Chairman Day asked if we should send a letter. Ms. Craig-McGee said that we should and tell him that he needs to remove the stock until the transfer is completed.

Correspondence

There was no Correspondence.

Adjournment

Upon a motion made by Member Carboni and seconded by Member Fabian, it was:

VOTED: To adjourn the Select Board Meeting at 8:41 PM.
Unanimous in favor.

List of documents provided at the Select Board Meeting of September 18, 2023

1. Agenda page
2. Agenda page
3. Agenda page
4. Agenda page; ABCC application for transfer of license and associated documents
5. Agenda page; Select Board Meeting Minutes of September 5, 2023
6. Agenda page; schedule for Special Town Meeting; draft articles for warrant
7. Agenda page; House bill No. 2093 with amendment; emails with Town Counsel
8. Agenda page; warrant to Animal Control Officers
9. Agenda page; memo from Director of Inspectional Services
10. Agenda page; memo from DPW Director
11. Agenda page
12. Agenda page
13. Agenda page
14. Agenda page
15. Agenda page

**AGENDA ITEM #4
OCTOBER 10, 2023**

**PUBLIC HEARING FOR TRANSFER OF OFF PREMISES ALL
ALCOHOLIC BEVERAGES PACKAGE STORE LICENSE FOR
157 BEDFORD STREET – TAMARACK LIQUORS TO
KANTARA, INC., DBA TOWNE LIQUORS**

Notes:

Kantara, Inc., dba Towne Liquors is applying for a transfer of the Off Premises All Alcoholic Beverages Package Store License for Tamarack Liquors located at 157 Bedford Street. Attached is their transfer license application.

Procedure for the transfer is as follows:

read legal notice published in the paper;

Motion to open the hearing;

Ask if anyone will be testifying and swear them in;

Explain procedure of the hearing (i.e. speaker needs to be recognized by chairman before speaking; all comments are to be addressed to the chairman).

Ask applicant to speak to application. Ask if anyone else has any testimony or questions

Close the hearing

Select Board Members to hold discussion

Select Board Members to make a motion on their decision

If the board approves of the transfer, the motion would be:

To approve the transfer of the Off Premises All Alcoholic Beverages Package Store License from Tamarack Wine & Spirits, Inc. to Kantara Inc., dba Towne Liquors.



**TOWN OF LAKEVILLE
OFFICE OF THE SELECT BOARD**

Pursuant to Chapter 138 of the General Laws, the Lakeville Select Board, acting as the Licensing Board, will conduct a public hearing at 6:15 PM on Tuesday, October 10, 2023 on the application of Kantara, Inc., dba Towne Liquors for a transfer of an all alcoholic beverages package store license for the property located at 157 Bedford Street, Lakeville, Massachusetts.

Said hearing will be held in the Rita A. Garbitt Community Meeting Room at the Lakeville Police Station located at 323 Bedford Street, Lakeville, Massachusetts.

Brian Day, Chairman
Evagelia Fabian
Lorraine Carboni
Lakeville Select Board



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

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
 MONETARY TRANSMITTAL FORM

APPLICATION FOR A TRANSFER OF LICENSE

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

ECRT CODE: RETA

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

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

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

ENTITY/ LICENSEE NAME

ADDRESS

CITY/TOWN STATE ZIP CODE

For the following transactions (Check all that apply):

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

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

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



Transaction Processed Successfully.

INVOICE #: 429b1368-30ee-47cb-a9ea-ffaeea60b9e5

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	Kantara Inc.	\$200.00
		\$200.00

Total Convenience Fee: \$0.35

Date Paid: 9/11/2023 11:13:09 AM EDT

Total Amount Paid: \$200.35

Payment On Behalf Of

License Number or Business Name:

Kantara, Inc.

Fee Type:

FILING FEES-RETAIL

Billing Information

First Name:

John

Last Name:

Mooradian

Address:

56 Central Avenue

City:

Lynn

State:

MA

Zip Code:

01901

Email Address:

jmooradian@demakislaw.com



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.

Applicant is purchasing the business assets and Section 15 all alcohol package store license issued to Tamarack Wine & Spirits, Inc. Applicant is seeking 1) approval of transfer of license to Kantara, Inc., 2) approval of Kirit Patel as Manager of Record, and 3) approval of pledge of license and inventory to Rockland Trust Company.

2. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
Off-Premises-15	\$15 Package Store	All Alcoholic 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.

Retail store located at 157 Bedford Street. Consists of approximately 1,500 square feet of retail space. Storage in basement. One main entrance/exit. Emergency exit in rear.

Total Sq. Footage	<input type="text" value="1,500"/>	Seating Capacity	<input type="text" value="N/A"/>	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

5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

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

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

Name of Principal	Title/Position	Percentage of Ownership
<input type="text" value="David J. Donnelly, Jr."/>	<input type="text" value="President, Treasurer, Secretary, Director"/>	<input type="text" value="100%"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

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

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

Name of Principal	Residential Address	SSN	DOB
<input type="text" value="Kirit Patel"/>	<input type="text" value="15 Rolling Meadow Drive, Millis, MA 02054"/>	<input type="text"/>	<input type="text" value="11/6/1963"/>

Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
<input type="text" value="President, Treasurer, Secretary, Director"/>	<input type="text" value="100%"/>	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No

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

Title and or Position	Percentage of Ownership	Director/ LLC Manager	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/ LLC Manager	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/ LLC Manager	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

APPLICATION FOR A TRANSFER OF LICENSE

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

Name of Principal	Residential Address	SSN	DOB
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<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
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<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
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<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
Kirit Patel	Section 15	Ramnivash3, inc.	Billerica

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
Kirit Patel	Section 15	Raghu, Inc.	Newton

APPLICATION FOR A TRANSFER OF LICENSE

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

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

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

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

7. CORPORATE STRUCTURE

Entity Legal Structure

Date of Incorporation

State of Incorporation

Is the Corporation publicly traded? Yes No

8. OCCUPANCY OF PREMISES

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

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

Please indicate by what means the applicant will occupy the premises

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

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

9. APPLICATION CONTACT

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

Name:

Phone:

Title:

Email:

APPLICATION FOR A TRANSFER OF LICENSE

10. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	\$500,000
B. Purchase Price for Business Assets	\$750,000
C. Other* (Please specify)	\$120,000
D. Total Cost	\$1,370,000

*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
Total:	

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
Rockland Trust Company	\$600,000	Commercial Term Note (Business)	<input type="radio"/> Yes <input checked="" type="radio"/> No
Rockland Trust Company	\$400,000	Commercial Term Note (Real Estate)	<input type="radio"/> Yes <input checked="" type="radio"/> No
Rockland Trust Company	\$84,000	Commercial Term Note (Inventory)	<input type="radio"/> Yes <input checked="" type="radio"/> No
Sharpie, LLC	\$286,000	Term Note	<input type="radio"/> Yes <input checked="" type="radio"/> No

FINANCIAL INFORMATION

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

The applicant is funding the purchase of the business via \$600,000 term note to Rockland Trust Company, the purchase of the real estate via \$400,000 term note to Rockland Trust Company, and the purchase of the inventory via a \$84,000 term note to Rockland Trust Company. Sharpie, LLC is lending the applicant \$286,000 to apply towards the purchase of the business and real estate.

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? Rockland Trust Company

12. MANAGER APPLICATION

A. MANAGER INFORMATION

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

Proposed Manager Name Date of Birth SSN

Residential Address

Email Phone

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

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?*

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

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

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

Yes No

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

Date	Municipality	Charge	Disposition

C. EMPLOYMENT INFORMATION

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

Start Date	End Date	Position	Employer	Supervisor Name
2019	Present	Co-Owner	Towne Wine & Spirits	
2001	2019	Co-Owner	Corner Mini Mart	

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?
 If yes, please fill out section 13.

Yes No

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

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

13A. MANAGEMENT ENTITY

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

Entity Name Address Phone

Name of Principal Residential Address SSN DOB

Title and or Position Percentage of Ownership Director Yes No
 US Citizen Yes No MA Resident Yes No

Name of Principal Residential Address SSN DOB

Title and or Position Percentage of Ownership Director Yes No
 US Citizen Yes No MA Resident Yes No

Name of Principal Residential Address SSN DOB

Title and or Position Percentage of Ownership Director Yes No
 US Citizen Yes No MA Resident Yes No

Name of Principal Residential Address SSN DOB

Title and or Position Percentage of Ownership Director Yes No
 US Citizen Yes No MA Resident Yes No

CRIMINAL HISTORY

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

Yes No

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

Signature:
 Title:
 Date:

Management Agreement Entity Officer/LLC Manager

Signature:
 Title:
 Date:

ADDITIONAL INFORMATION

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

APPLICANT'S STATEMENT

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

Title:

CORPORATE VOTE

CORPORATE VOTE

The Board of Directors or LLC Managers of Kantara, Inc.
Entity Name

duly voted to apply to the Licensing Authority of Lakeville and the
City/Town
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on July 25, 2023
Date of Meeting

For the following transactions (Check all that apply):

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

"VOTED: To authorize Kirit Patel
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 Kirit Patel
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,

Kirit Patel
Corporate Officer /LLC Manager Signature

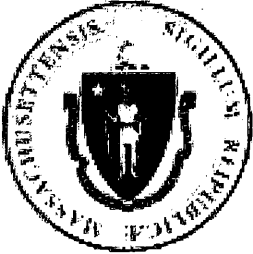
Kirit Patel
(Print Name)

For Corporations ONLY

A true copy attest,

Kirit Patel
Corporation Clerk's Signature

Kirit Patel
(Print Name)



**The Commonwealth of Massachusetts
William Francis Galvin**

Minimum Fee: \$250.00

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

Articles of Organization

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

Identification Number: 001645630

ARTICLE I

The exact name of the corporation is:

KANTARA INC

ARTICLE II

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

RETAIL LIQUOR STORE

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	200	\$0.00	200

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

ARTICLE IV

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

ARTICLE V

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

ARTICLE VI

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

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

ARTICLE VII

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

Later Effective Date: Time:

ARTICLE VIII

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

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

Name: KIRIT PATEL
No. and Street: 15 ROLLING MEADOW DR
City or Town: MILLIS State: MA Zip: 02054 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	KIRIT PATEL	15 ROLLING MEADOW DR MILLIS, MA 02054 USA
TREASURER	KIRIT PATEL	15 ROLLING MEADOW DR MILLIS, MA 02054 USA
SECRETARY	KIRIT PATEL	15 ROLLING MEADOW DR MILLIS, MA 02054 USA
DIRECTOR	KIRIT PATEL	15 ROLLING MEADOW DR MILLIS, MA 02054 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:
RETAIL

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

No. and Street: 157 BEDFORD ST
City or Town: LAKE VILLE State: MA Zip: 02347 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:

15 ROLLING MEADOW DR

City or Town:

MILLIS

State: MA

Zip: 02054

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 23 Day of March, 2023 at 1:37:36 PM by the incorporator(s). *(If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)*

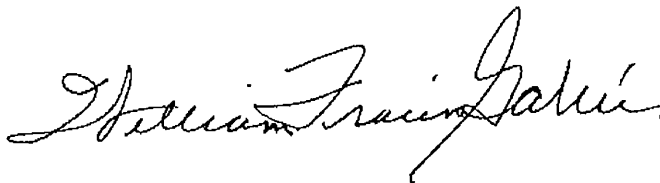
RENA THAKKAR, ESQ.

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:

March 23, 2023 01:35 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, prominent initial "W".

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

PROOF OF CITIZENSHIP

PURCHASE AND SALES AGREEMENT

ASSIGNMENT OF INTEREST IN ASSET PURCHASE AND SALE AGREEMENT

I, Kirit Patel, hereby assign all of my right, title, and interest in and to an Asset Purchase and Sale Agreement dated June 14, 2023 with Tamarack Wine & Spirits, Inc. in connection with the business known as "Tamarack Wine & Spirits" located at 157 Bedford Street, Lakeville, Massachusetts to Kantara, Inc., a Massachusetts corporation with a principal place of business at 157 Bedford Street, Lakeville, Massachusetts

The assignment is made without recourse and subject to all terms and conditions contained in said Asset Purchase and Sale Agreement.

Kirit Patel 9-5-2023
Kirit Patel Date

ASSET PURCHASE AGREEMENT

AGREEMENT made this 14th day of June, 2023 by and among Tamarack Wine & Spirits, Inc. a Massachusetts corporation, doing business as "Tamarack Wine & Spirits" located at 157 Bedford Street, Lakeville, Massachusetts (the "Seller"), David J. Donnelly, Jr. of 136 South Pickens Street, Lakeville, Massachusetts ("Donnelly") and Kirit Patel of 15 Rolling Meadow Drive, Millis, Massachusetts or their nominee (collectively, the "Buyer").

WHEREAS, David J. Donnelly, Jr. is an officer, director and shareholder of the Seller; and

WHEREAS, the Seller owns and operates a package store known as "Tamarack Wine & Spirits" which business is located at 157 Bedford Street, Lakeville, Massachusetts (the "Business"); and

WHEREAS, Seller desires to sell to the Buyer and the Buyer desires to purchase from the Seller, the Business upon the terms and conditions hereinafter set forth.

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

1. SALE OF CERTAIN ASSETS. The Seller agrees to sell and the Buyer agrees to buy the following assets of the Business (the "assets"):

(a) Personal Property. All personal property now owned by the Seller, and used or usable in connection with the Business, including without limiting the generality of the foregoing, all furniture, fixtures and equipment, said personal property being more particularly described in the list attached hereto and marked "A" (the "Personal Property"). All Personal Property used in the Business and listed in Exhibit A is owned by, or shall be owned by, the Seller at the time of closing and conveyed to the Buyer free and clear of all licenses or encumbrances. Any equipment leases shall be paid off in full and terminated at the time of closing and conveyed to the Buyer free and clear of said lease or any liens related thereto.

(b) Inventory. The inventory of the Business as hereinafter described.

(c) Business and Good Will. The Buyer shall be given all rights of the Seller to the Business and good will of the Seller.

(d) Transfer of Licenses. To the extent that they are transferable the Seller shall transfer to the Buyer all of the licenses currently used by the Seller in the operation of the Business, including the all alcohol liquor license (the "liquor license") and the lottery sales agency license (the "lottery license") issued to the Seller.

The Personal Property and inventory shall be transferred by a general Bill of Sale of the Seller conveying, free from all claims, liens and encumbrances, all of the assets to be sold pursuant to the terms hereof.

2. EXCLUSIONS. The following items of personal property are excluded from this sale:

(a) Money either in the bank in the name of the Seller or on the premises at the time of closing.

(b) Accounts receivable.

(c) Loans to employees.

(d) Corporate records, minute books, income or corporate excise tax returns or records relating thereto, bank records, monthly or annual accounting reports or accounts payable vouchers, paid checks, general operating and receivable ledgers, cash receipt books, federal and state employee earnings reports, payroll records, journals, and other similar books and accounts, for any period or periods prior to the closing date.

(e) The right to use the name "Tamarack Wine & Spirits" and the Seller's micro-brew supply business.

3. PURCHASE PRICE. (a) For said Bill of Sale, conveyance and transfer, the Buyer, or its nominee, shall pay the total sum of Seven Hundred Fifty Thousand and 00/100 (\$750,000.00) Dollars as follows:

(i) Eighteen Thousand Seven Hundred Fifty and 00/100 (\$18,750.00) Dollars has been paid upon the execution hereof, the receipt of which is acknowledged by the Seller; and

(iii) Seven Hundred Thirty One Thousand Two Hundred Fifty and 00/100 (\$731,250.00) Dollars shall be paid in cash or by wire transfer, by certified or bank treasurer's check, or attorney's IOLTA Check or other good funds at the time of closing.

(b) Inventory. In addition to the purchase price set forth below the Buyer shall pay to the Seller the amount of the inventory of usable and saleable products for sale in the

regular course of the Seller's business. The value of the inventory shall be determined one (1) day prior to the anticipated closing date and shall be calculated at Seller's cost for same. The value of the inventory shall be determined by a professional service whose fee shall be paid equally by the Seller and the Buyer. The inventory shall be paid by a wire transfer bank treasurer's check or an attorney's IOLTA check or other good funds at the closing.

(c) Other Adjustments. Adjustments shall be made at the time of the closing for the following: license fees, utility deposits, and for all prepaid contracts and all other matters customarily adjusted at a closing for the sale of a business.

(d) Allocation of Purchase Price. The parties agree that the purchase price to be paid by the Buyer pursuant to the terms of this Agreement shall be allocated by mutual agreement of the parties prior to the closing.

(e) Purchase of Real Estate at 157 Bedford Street, Lakeville, Massachusetts. The parties acknowledge that the Buyer and Tamarack Realty, LLC, have executed a purchase and sale agreement (the "Real Estate Agreement") of even date for the purchase of the premises known and numbered as 157 Bedford Street, Lakeville, Massachusetts (the "Real Estate"). The parties agree and acknowledge that this Agreement is contingent upon the sale of the Real Estate to the Buyer, or his nominee, on the date of closing. In the event that the sale of the Real Estate to the Buyer does not take place for any reason whatsoever, excepting Buyer's breach of his obligations hereunder this Agreement or the breach of his obligations under the Real Estate Agreement, then, in that event, all monies held by the Seller hereunder or by Tamarack Lakeville Realty, LLC pursuant to the Real Estate Agreement shall be returned forthwith to the Buyer and there shall be no further recourse by any party against the other hereunder or under the Real Estate Agreement.

4. REPRESENTATIONS AND COVENANTS OF SELLER. The Seller warrants, represents and covenants the following:

(a) The Seller is a Massachusetts corporation and as of the date of closing will be in good standing and legally existing.

(b) As of the date of closing, the Seller will be the owner and will have good and marketable title to all assets being sold, free and clear from all encumbrances except with regard to any assets otherwise noted on Exhibit A.

(c) The Seller, to its knowledge, has complied with all laws, rules and regulations of the town, state and federal governments relative to the operation of a package store business.

(d) The Seller has not entered into any contract to sell or mortgage the Business or any portion thereof other than with the Buyer.

(e) As of the date of closing there will be no litigation or other proceedings pending known or threatened against the Seller.

(f) The Bill of Sale and instruments of assignment to be delivered at the closing will transfer to the Buyer all of the Personal Property used by the Seller at the location of the Business except with regard to any Personal Property otherwise noted on Exhibit A attached hereto.

(g) The Bill of Sale will state that this conveyance and transfer is free and clear from all encumbrances and will contain the usual warranties of title which will survive the closing.

(h) The Business will be conducted up to the date of the closing in accordance with all laws, rules and regulations of the town, state and federal governments.

(i) No judgments or liens will be outstanding at the time of closing against the Seller or against the Business.

(j) As of the date of closing the financial records of the Business given by the Seller to the Buyer shall have been true and accurate.

(k) Seller has not entered into any contracts regarding the Business which will be in effect at the time of closing except as otherwise disclosed on Exhibit B attached hereto.

(l) The Seller has paid or will pay prior to closing all social security, withholding and unemployment taxes relating to the operation of the Business and due and payable by it to the town, state and federal governments prior to the closing date.

(m) The Seller has filed or will file, prior to the closing or within ninety (90) days thereafter, all tax returns required by law to be filed for all periods prior to the closing and has paid or will pay all taxes due and payable by Seller to the federal, state, county or town governments for all periods prior to the closing.

(n) At the time of closing, all furniture, furnishings, fixtures and equipment shall be in the same condition as of the date of Buyer's offer to purchase . The Buyer shall have the

right to inspect the furniture, furnishings, fixtures and equipment at any time prior to closing to insure Seller's compliance herewith.

5. NO ASSUMPTION OF LIABILITIES. The parties agree and acknowledge that the Buyer is not assuming any liabilities or obligations of the Seller whatsoever with regard to the Business unless expressly set forth herein. All amounts owed to liquor distributors and to the Massachusetts State Lottery Commission shall be paid in full prior to the closing or from the sale proceeds.

6. CLOSING. The closing shall take place at the Buyer's lender's counsel's office in or within fifteen (15) days after all licenses necessary to operate the Business (including the all alcohol beverage license and the lottery license) have been transferred to, or issued to, the Buyer, unless some other time and place shall have been mutually agreed upon. Provided, however, in the event that said licenses have not been obtained or transferred by one hundred fifty (150) days from the date of execution hereof, either party may terminate this Agreement upon ten (10) days' written notice to the other (unless said licenses are obtained or transferred within such ten (10) day period in which event this Agreement shall not be terminated) and all deposits made hereunder shall be refunded forthwith.

At the closing, and as a condition precedent to the payment of the purchase price provided for in Paragraph 3 hereof, the Seller shall deliver to the Buyer the following documents:

(a) A Bill of Sale conveying good title to the Personal Property with the usual warranties of title in accordance with this agreement, free from all encumbrances.

(b) A Certificate of Good Standing issued by the Secretary of State's Office of the Commonwealth of Massachusetts.

(c) A Certificate of Good Standing issued by the Massachusetts Department of Revenue.

(d) A Waiver of, or Compliance with, General Laws Chapter 62C, Section 52 for the Seller issued by the Massachusetts Department of Revenue.

(e) A vote of all of the issued and outstanding shares of the stock of the Seller entitled to vote, authorizing the sale of the Business to the Buyer.

(f) At least seven (7) business days prior to Closing, Seller shall provide a complete list of any and all liquor beverage wholesalers/distributors to which it owes monies including names, addresses, account numbers, and amounts owed as of the date of Closing.

Seller authorizes the Closing Agent to issue payments to such creditors from the proceeds of the purchase price, if necessary to comply with the terms hereof. In addition, Twenty Thousand and 00/100 Dollars (\$20,000.00) shall be placed into escrow with Buyer's attorney, John M. Mooradian, as escrow agent, at the Closing ("Vendor Escrow"), which may be used to pay any miscellaneous liquor wholesaler or distributor invoices owed by the Seller received after the Closing date. Said funds shall be held in escrow for a period of fourteen (14) days.

(g) Any other documents reasonably required by the Buyer's counsel in order to effectuate the transfer contemplated herein.

7. COVENANT NOT TO COMPETE. The Seller and Donnelly agree that they shall each execute a Covenant Not to Compete at the closing pursuant to which the Seller and Donnelly shall agree not to engage in the package store business or any other business involving the sale of alcoholic beverages at retail as owner, partner, stockholder, employee or in any other capacity for a period of five (5) years within a radius of five (5) miles of the Business. This section shall not apply to any business in which Donnelly currently owns an interest.

8. RISK OF LOSS. The Seller assumes all risks of destruction, loss or damage due to fire or other casualty up to the date of closing. If the destruction, loss or damage is such that the Business is substantially interrupted or curtailed, or if the amount of the damage is reasonably estimated to exceed the sum of Five Thousand and 00/100 (\$5,000) Dollars, then the Buyer shall have the option to terminate this Agreement, and all payments made hereunder shall be forthwith refunded and all other obligations of all parties hereto shall cease and this Agreement shall be void and without recourse to the parties hereto. If the destruction, loss or damage is such that the Business is neither interrupted nor curtailed, the purchase price shall be adjusted by mutual agreement of the Buyer and Seller at the closing to reflect such destruction, loss or damage.

9. ACCEPTANCE OF BILL OF SALE. Except as herein otherwise provided, the acceptance of the Bill of Sale by the Buyer or his nominee shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are by the express terms hereof to be performed after the delivery of the instruments of transfer and the payment of the purchase price.

10. SURVIVAL OF REPRESENTATIONS. All representations, warranties, and agreements made by the Seller in this agreement or pursuant hereto, except as otherwise expressly stated, shall survive the closing for a period of one year.

11. INDEMNITY. The Seller and Donnelly agree to indemnify and save harmless the Buyer against any loss, costs and expenses, including reasonable attorney's fees, which the Buyer may incur or sustain by reason of any claims made against the Buyer for any obligation incurred by the Seller for which the Buyer becomes liable including (i) any claims successfully asserted against Buyer arising out of Seller's ownership of the Business prior to the closing or sale of the Business and not assumed by the Buyer in writing, and (ii) any claim successfully asserted arising pursuant to Seller's representations or warranties contained in this Agreement. The obligations of the Seller and Donnelly hereunder are joint and several.

The Buyer agrees to indemnify and save harmless the Seller against any loss, costs and expenses including reasonable attorney's fees, which Seller may have or sustain by reason of any claims made against the Seller which are the obligation of the Buyer.

12. EXTENSION OF TIME OF PERFORMANCE. If the Seller shall be unable to give title or to make delivery as above stipulated, any payments made under this Agreement shall be refunded and all other obligations of the parties hereto shall cease; PROVIDED, however, that Seller shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, as the case may be, in which event the Seller shall give written notice thereof to the Buyer at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty days.

13. DEPOSIT. All deposits made hereunder shall be held in escrow by Paul A. Costello, Jr., Esquire and duly accounted for at closing.

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

15. BROKER. It is agreed by and between the parties that no broker or agent brought about the sale of the Business. If it should be determined that any broker or agent is due a commission the party engaging the services of such broker or agent shall be fully and solely obligated to pay such commission.

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

(a) The transfer from Seller or the direct procurement by Buyer from appropriate authorities, of all necessary licenses, permits and approvals for the operation of a convenience store and the Business as it is currently being operated. This shall include, but not be limited to the liquor license, the lottery license, the tobacco and cigarette licenses, occupancy permit or any other permits or permissions. The Seller shall provide to the Buyer a certificate of good standing from the Massachusetts Department of Revenue and a certificate of compliance from the Division of Unemployment Assistance within ten (10) days after the date of execution hereof which Buyer shall require in order to file an application for the transfer of the liquor license. Within thirty (30) days of the signing of the Asset Purchase Agreement the Buyer shall make application for the transfer of the liquor license into the name of the Buyer in accordance with all local, state and alcoholic beverage rules, statutes and regulations.

(b) The purchase of the Real Estate by the Buyer, or his nominee, pursuant to the Real Estate Agreement of even date. In the event that the Real Estate is not conveyed to the Buyer, or his nominee, for any reason the within Agreement shall also terminate, in which event this Agreement shall be null and void and the Seller shall return all deposits made by the Buyer to the Buyer forthwith, and neither party shall have recourse against the other pursuant hereto, except that the Seller shall be entitled to retain all deposits made hereunder if this Agreement or the Real Estate Agreement (or either of them) is terminated as a result of the Buyer's default.

(c) The Buyer obtaining financing in order to help finance the acquisition of the Business and the Real Estate from a bank or other institutional lender in an amount not to exceed One Million and 00/100 (\$1,000,000.00) Dollars. If the Buyer is unable to obtain a commitment for such financing, Buyer must notify the Seller in or within forty-five (45) days after the execution hereof.

Buyer shall not be required to apply to more than one institutional lender under the provisions of agreement.

If any of these conditions are not satisfied then all deposits hereunder shall be returned forthwith to the Buyer.

17. USE OF PURCHASE MONEY TO CLEAR TITLE. To enable the Seller to make conveyance and transfer as herein provided, the Seller may at the time of delivery of the Bill of Sale and other instruments of transfer, use the purchase money or any portion thereof, to

clear title of any or all encumbrances; PROVIDED, that all instruments so procured are recorded simultaneously, or reasonably thereafter, with the delivery of said Bill of Sale.

18. SELLER'S COOPERATION. Seller covenants that it will execute and deliver all such documents and instruments and take all such action as Buyer may reasonably request in order to further effectuate the purpose of this Agreement and to carry out the terms hereof. This covenant shall survive the closing.

19. NOTICES. All notices required hereunder shall be in writing by the party or the party's attorney and shall be deemed to have been given (a) when delivered by hand, or (b) when mailed by registered or certified mail, return receipt requested, all charges prepaid, or (c) when received via overnight delivery service, or (d) when received via facsimile transmission, with original notice postmarked on the date of such transmission, or (e) by electronic transmission, addressed:

if to the Seller: Paul A. Costello, Jr., Esquire
Costello & Greydanus
44 Pleasant Street
Bridgewater, MA 02324
Tel: (508) 697-1981
Fax: (508) 697-8668
Email: pcostello@cosgrey.com

if to the Buyer: John M. Mooradian, Esquire
Demakis Law Offices, P.C.
56 Central Avenue, Suite 201
Lynn, MA 01901
(781) 595-3311 Phone
(781) 592-4990 Fax
jmooradian@demakislaw.com

All notices given pursuant to the methods described in (a), (c) (d) and (e) hereunder shall be deemed effective only upon receipt by the party to whom such notice is addressed, within the time frame applicable to such notice. All notices given by registered or certified mail, pursuant to (b) hereunder shall be deemed effective upon mailing. Either party may notify the other of a new address, in which case such new address shall be employed for all subsequent mailings. The effective date of such notice of new address shall be determined by the method of notice used

pursuant to (a), (b), (c), (d) and (e) above. Notices, amendments, agreements and accelerations and extensions of contingency dates and time for performance of the provisions of this Agreement may be executed on behalf of a party by counsel therefor which execution may include email acknowledged by both counsel.

20. BUYER'S NOMINEE. It is understood that the Buyer reserves the right to take title to the aforesaid assets in his own name or in the name of a nominee. Whenever the word Buyer is referred to herein, it shall include the nominee of the Buyer, if he elects to take title in the name of a nominee.

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

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

23. MASSACHUSETTS CONTRACT. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts and may be executed in any number of counterparts, each of which when executed and delivered is an original, but all of which together shall constitute one instrument.

SIGNATURES ON FOLLOWING PAGE

Signed as a sealed instrument on the date first above written.

Seller: Tamarack Wine & Spirits, Inc.

Buyers:

By: David J Donnelly Jr.

Kirit. Patel
Kirit Patel

Date: 4-14-2023

David J Donnelly Jr.
David J. Donnelly, Jr., individually
as to Sections 7 and 11 only

Date: 06/14/2023

Exhibit A

Personal Property

Exhibit B

Contracts

ASSIGNMENT OF INTEREST IN PURCHASE AND SALE AGREEMENT

We, Kirit Patel and Anju Patel, hereby assign all of our right, title, and interest in and to an Purchase and Sale Agreement dated June 14, 2023 with Tamarack Realty, LLC in connection with the real estate located at 157 Bedford Street, Lakeville, Massachusetts to Kantara Real Estate, LLC with a mailing address of 157 Bedford Street, Lakeville, Massachusetts

The assignment is made without recourse and subject to all terms and conditions contained in said Purchase and Sale Agreement.

Kirit Patel 9-5-2023
Kirit Patel Date

Anju Patel 9-5-2023
Anju Patel Date

PURCHASE AND SALE AGREEMENT

This 14 day of June 2023

1. PARTIES

Tamarack Realty, LLC, a Massachusetts limited liability company having a mailing address of 157 Bedford Street, Lakeville, Massachusetts, hereinafter called the "Seller", agrees to sell, and Anju Patel and Kirit Patel both of 15 Rolling Meadow Drive, Millis, Massachusetts, or their nominee, hereinafter collectively called the "Buyer" or "Purchaser", agree to buy, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION

The land with the buildings thereon known as and numbered 157 Bedford Street, Lakeville, Massachusetts being more particularly described in a Deed recorded with the Plymouth County Registry of Deeds in Book 31493, Page 238. A copy of said Deed is attached hereto as Exhibit A.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

Included in the sale as a part of said premises are the buildings, structures and improvements now thereon, and the fixtures belonging to the Seller and used in connection therewith including, if any, all venetian blinds, window shades, screens, screen doors, storm windows and doors, awnings, shutters, furnaces, heaters, heating equipment, stoves, ranges, oil and gas burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, electric and other lighting fixtures, mantels, outside television antennas, fences, gates, trees, shrubs, plants, and, if built in, air conditioning equipment and ventilators.

4. TITLE DEED

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

- (a) Provisions of existing building and zoning laws;
- (b) Existing rights and obligations in party walls which are not the subject of written agreement;

- (c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (d) Any liens for municipal betterments assessed after the date of this Agreement; and
- (e) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the current use of said premises.

5. PLANS

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

6. REGISTERED TITLE

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

7. PURCHASE PRICE

The agreed purchase price for said premises is Five Hundred Thousand and 00/100 (\$500,000.00) Dollars, of which

\$ 12,500.00	have been paid as a deposit this day; and
\$ <u>487,500.00</u>	are to be paid at the time of delivery of deed in cash, bank or certified checks.
\$ 500,000.00	TOTAL

8. TIME FOR PERFORMANCE: DELIVERY OF DEED

Such deed is to be delivered at the same time and place as the closing for the purchase and sale of the business known as "Tamarack Wine & Spirits" pursuant to an Asset Purchase and Sale Agreement of on or about even date by and between Tamarack Wine & Spirits, Inc., as Seller, and Kirit Patel, as Buyer.

9. POSSESSION AND CONDITION OF PREMISES

Full possession of said premises free of all tenants and occupants and all personal property, except as herein provided, it is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) not in violation of said building and zoning laws, and (c) in compliance with the provisions of any instrument referred to in Section 4 hereof. The Buyer may elect to review the property within 48 hours prior to transfer with reasonable notice to Seller.

10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the Seller shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, Seller shall use reasonable efforts but Seller shall not be required to incur costs or expenses totaling in excess of one-half (1/2) of one percent of the purchase price to remove any defects in title (excluding payoffs of liens) and to deliver possession of the Premises as provided in the Agreement and to make the Premises conform to the provisions of the Agreement, as the case may be, in which event the Seller shall give written notice thereof to the Buyer at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days.

Notwithstanding anything to the contrary contained herein, in the event the closing date is extended by Seller beyond the date of Buyer's mortgage commitment expiration date, without Buyer's consent, and provided that the closing cannot be held prior to the expiration of the Buyer's commitment, then Buyer may terminate this agreement by notice to Seller as herein provided, whereupon any payments made under this agreement, including any interest earned thereon, shall be forthwith refunded to Buyer and all other obligations of the parties hereto shall cease and this agreement shall be void and without recourse to the parties hereto, provided, however that Buyer shall use reasonable efforts to extend Buyer's commitment to the date of extension, provided said extension can be obtained without additional cost to Buyer. Seller shall have the option to pay for a rate lock extension of Buyer's rate lock. In no event however shall the Buyer be obligated to accept an extension hereunder which adversely affects the Buyer's financing described below.

11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM

If at the expiration of the extended time the Seller shall have failed so to remove any defects in title, deliver possession, or make the premises conform as the case may be, all as herein agreed, or if at any time during the period of this Agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then, at the Buyer's option, any payments made under this Agreement shall be

forthwith refunded and all other obligations of all parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto.

12. BUYER'S ELECTION TO ACCEPT TITLE

The Buyer shall have the election, at either the original or any extended time for performance, to accept such title as the Seller can deliver to the to the said premises, in their then condition and to pay therefor the purchase price without deduction, in which case the Seller shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the Seller shall, unless the Seller has previously restored the premises to their former condition, either

- (a) pay over or assign to the Buyer, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the Seller for any partial restoration, or
- (b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the Buyer a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable by the holder of the said mortgage less any amounts expended by the Seller for any partial restoration.

13. ACCEPTANCE OF DEED

The acceptance of a deed by the Buyer or his nominee as the case may be, shall be a full performance in discharge and release of every Agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

14. USE OF PURCHASE MONEY TO CLEAR TITLE

To enable the Seller to make conveyance as herein provided, the Seller may at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.

15. INSURANCE

Until the delivery of the deed, the Seller shall maintain insurance on said premises as follows:
AS PRESENTLY INSURED

16. ADJUSTMENTS

Real estate taxes for the current year, shall be apportioned and fuel value, if applicable, shall be adjusted, as of the day of performance of this Agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the Buyer at the time of delivery of the deed.

17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES

If the amount of said taxes if not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

18. DEPOSIT

All deposits made hereunder shall be held, in escrow, by Paul A. Costello, Jr., Esquire (the "escrow agent") subject to the terms of this Agreement, provided however that in the event of any disagreement the escrow agent may retain said deposits pending instructions in writing mutually given by the Seller and the Buyer. Provided that however in the event the escrow agent files an interpleader action, or if the escrow agent is made a party to any lawsuit by virtue of acting as escrow agent, the escrow agent shall be entitled to recover reasonable attorney's fees and costs which may be deducted from escrowed funds. Such fees and costs shall be assessed as court costs in favor of the prevailing party.

19. BUYER'S DEFAULT; DAMAGES

If the Buyer shall fail to fulfill the Buyer's agreement herein, all deposits made hereunder by the Buyer shall be retained by the Seller as liquidated damages which shall be the Seller's sole remedy at law or in equity.

20. FINANCING

The Buyer is applying for financing in the amount of \$1,000,000.00 to finance the acquisition of the premises and the business known as "Tamarack Wine & Spirits". This Agreement is contingent upon Buyer obtaining a commitment from a recognized lending institution for a

mortgage at prevailing rates, terms and conditions. Buyer agrees to use Buyer's best efforts to obtain such commitment. If, despite Buyer's efforts, Buyer is unable to obtain such commitment within forty-five (45) days of the date of this Agreement (the "Contingency Date"), Buyer shall notify Seller on or before 5PM on the Contingency Date, and thereupon all deposits made hereunder shall be refunded and the obligations of the parties shall cease, and this Agreement shall be void and without recourse to the parties. If Buyer fails to so notify Seller, then the provisions of this paragraph shall after the Contingency Date, cease to be of any force and effect.

21. LIABILITY OF TRUSTEES, SHAREHOLDER, BENEFICIARY

If the Seller or Buyer executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the Seller or Buyer so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligations, express or implied hereunder.

22. CONSTRUCTION OF AGREEMENT

This Agreement has been negotiated by the parties and any ambiguity in any provision shall not be construed against either party as drafter. This instrument is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the Seller and the Buyer. If two or more persons are named herein as Buyer their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.

23. WARRANTIES AND REPRESENTATIONS

The Buyer acknowledges that the Buyer has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by the Seller: NONE

24. PURCHASE OF TAMARACK WINE & SPIRITS

The Buyer has this day entered into an Asset Purchase Agreement with Tamarack Wine & Spirits, Inc. ("Asset Purchase Agreement") to purchase the assets of the business known as "Tamarack Wine & Spirits" (the "Business"), which Business is located at the premises to be conveyed hereunder. (The premises being conveyed hereunder is sometimes hereinafter referred

to as the "real estate" and this agreement is hereinafter referred to as the "Real Estate Agreement"). The real estate and the Business are being purchased together for the purpose of operating a convenience store. The value of the Business is materially dependent upon the ability of the Buyer to obtain both the real estate and the Business. If for any reason, other than the Buyer's own default, either the Real Estate Agreement or the Asset Purchase Agreement is terminated, then the other Agreement shall be likewise terminated. If either Agreement is terminated based upon the Buyer's default, then the full amount of the deposit in each agreement, regardless of which Agreement it applies to, shall be forfeited as liquidated damages.

The parties further agree that the total purchase price paid by the Buyer for the Business pursuant to the terms of the Asset Purchase Agreement and for the real estate pursuant to this Agreement is One Million Two Hundred Fifty Thousand and 00/100 (\$1,250,000.00) Dollars which has been allocated as follows:

a. Purchase of Business	\$ 750,000.00
b. Purchase of real estate at 157 Bedford Street, Lakeville, MA	\$ 500,000.00
Total	\$ 1,250,000.00

25. CONFORMITY OF PREMISES

It is understood and agreed by the parties that the premises shall not be in conformity with the title provisions of this Agreement unless:

- (a) All buildings, structures and improvements including but not limited to, any driveways, garages and cesspools and all means of access to the premises, shall be located completely within the boundary lines of the premises and shall not encroach upon or under the property of any other person or entity, except pursuant to a validly recorded, indefeasible easement;
- (b) No building, structure or improvement of any kind belonging to any other person or entity shall encroach upon or under the premises;
- (c) The premises shall abut a public way, duly laid out or accepted as such by the city or town in which the premises are located, or have indefeasible legal access to same; and
- (d) Title to the premises is insurable, for the benefit of the Buyer, by a title insurance company, in a fee owner's policy of title insurance at normal premium rates, on

the American Land Title Association form currently in use, subject only to those printed exceptions for title normally included in the "jacket" to such form or policy, and those exceptions listed in Paragraph 4 herein.

26. TITLE MATTERS

Any title matter which is the subject of a title standard of the Massachusetts Real Estate Bar Association at the time of the delivery of the deed shall be covered by said title standard to the extent applicable.

27. NOTICES

Unless otherwise provided herein, all notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been given if delivered or if mailed by certified or registered mail postage prepaid to:

if to the Seller: Paul A. Costello, Jr., Esquire
Costello & Greydanus
44 Pleasant Street
Bridgewater, MA 02324
Tel: (508) 697-1981
Fax: (508) 697-8668
Email: pcostello@cosgrey.com

if to the Buyer: John M. Mooradian, Esquire
Demakis Law Offices, P.C.
56 Central Avenue, Suite 201
Lynn, MA 01901
(781) 595-3311 Phone
(781) 592-4990 Fax
jmooradian@demakislaw.com

or to such other address or persons as Buyers may furnish to Seller in writing.

Notices, amendments, agreements and accelerations and extensions of contingency dates and time for performance of the provisions of this Agreement may be executed on behalf of a party by counsel therefor which execution may include email acknowledged by both counsel.

28. EXTENSION OF CLOSING DATE

In the event the date of closing of the Asset Purchase Agreement is extended for any reason, the date of closing hereunder shall likewise be extended.

29. SELLER'S WARRANTIES AND REPRESENTATIONS

The Seller represents to the Buyer as follows:

- a. there will be no effective leases ("Leases"), or tenancies, or persons in possession of the Premises at time of closing;
- b. there are no contracts or agreements (the "Contracts") affecting the Premises that will survive the closing, other than the Contracts listed on Exhibit B;
- c. To Seller's knowledge, there are no existing conditions under any of the Contracts which, with the giving of notice or passage of time or both, would constitute a default thereunder; and
- d. Seller has not received any notice of breach or default and knows of no condition which the passing of time or the giving of notice would constitute a default under any Contract.
- e. Seller has no knowledge of any pending or proposed municipal betterment for which a lien could be imposed on the Premises.
- f. The Premises is serviced by a septic system and a private well
- g. All representations of the Seller contained herein are true on the date hereof, and will be true on and as of the closing date except as otherwise disclosed by Seller to Buyer in writing and approved as so disclosed by Buyer at or prior to the closing date.
- h. To the best of Seller's knowledge and belief, there are no underground oil storage tanks or related apparatus (including piping) for fuel oil, waste oil or other petroleum products located on or under the Premises. The Seller has not removed any tanks or apparatus from the Premises and has no knowledge of any releases into the soil from any such tanks or apparatus;
- i. Other than reasonable quantities of normal household products, there has been no release of any toxic or hazardous substances (as same is contemplated by MGL Ch. 21E) and no such toxic or hazardous substances have been used, released, generated, stored, treated,

disposed of, or otherwise deposited, in, on, about or from the Premises, including without limitation oil, asbestos and/or chlordane;

- j. Seller has complete and unencumbered ownership of all fixtures, fittings and equipment located in the Premises (other than those items that may be owned by Asset Seller);
- k. There is no pending bankruptcy, mortgage foreclosure, or other proceeding which might in any material way impact adversely on Seller's ability to perform under this Agreement. In the event that Seller files for bankruptcy, or if involuntary proceedings are instituted against Seller, Buyer may, at Buyer's election, terminate this Agreement by written notice to the Seller whereupon any payments made under this Agreement shall be forthwith refunded to the Buyer and all other obligations of the Parties hereto shall cease and this Agreement shall be void without recourse to the Parties hereto.
- l. Seller is not aware of any suits, actions, orders, decrees, claims, writs, injunctions or proceedings pending or threatened against the Seller or affecting all or any part of the Premises or the operation thereof before any court or administrative agency or officer which, if adversely determined, would have material adverse effect upon the Premises;
- m. As of the date hereof, Seller has received no notice from any municipal, county, state or federal agency asserting or alleging that the Premises are or may be in violation of the provisions of any municipal, county, state or federal codes, ordinances, statutes or regulations relating to zoning, building, environment proceedings, which representation shall be deemed to have been repeated at the time and by virtue of delivery of the deed.

30. BUYER'S CONTINGENCIES

(a) This Agreement is subject to the Buyer or his nominee purchasing the Business. In the event that the Business is not conveyed to the Buyer or his nominee for any reason the within Agreement shall also terminate, in which event this Agreement shall be null and void and the Seller shall return all deposits made by the Buyer to the Buyer forthwith, and neither party shall have recourse against the other pursuant hereto, except that the Seller shall be entitled to retain all deposits made hereunder if the Asset Purchase Agreement or this Agreement (or either of them) is terminated as a result of the Buyer's default.

(b) Purchase by Buyer is contingent upon Buyer's satisfaction with the results of property inspections to be completed within thirty (30) days of the date of this Agreement (the "Inspection Date"), the cost of such inspections to be at Buyer's sole cost and expense. In the event that the results of any of these inspections are not satisfactory, Buyer shall notify Seller on or before 5PM on the Inspection Date, and thereupon all deposits made hereunder shall be refunded and the obligations of the parties shall cease, and this Agreement shall be void and without recourse

to the parties. If Buyer fails to so notify Seller, then the provisions of this paragraph shall after the Inspection Date, cease to be of any force and effect.

(c) The Buyer shall have the right to obtain an environmental site inspection of the premises at the Buyer's sole expense. If the Buyer or Buyer's lender is not satisfied with the result of such environmental site inspection this Agreement may be terminated without legal or equitable recourse to either party by the Buyer at her election, the parties thereby releasing each other from all liability under this Agreement, and the deposit shall be returned to the Buyer at her election; provided, however, that the Buyer shall have notified the Seller, in writing, by within forty-five (45) days of the date of this Agreement of Buyer's intention to so terminate.

(d) Buyer hereby agrees to indemnify Seller and to hold Seller, Seller's agents and employees and the Premises harmless from and against any and all losses, costs, damages, claims or liabilities including, but not limited to, mechanic's and materialmen's liens and attorneys' fees, arising out of or in connection with Purchaser's access to or entry upon the Premises under Sections 30 (b) and 30 (c) hereof and this provision shall survive the termination or expiration of this Agreement by Closing or otherwise.

(d) This Agreement is subject to the premises being legally zoned for a package store according to the records of the Town of Lakeville Building Department.

31. SETTLEMENT STATEMENT ERRORS OR OMISSIONS

If any errors or omissions are found to have occurred in any calculations or figures used on the Settlement Statement signed by the parties (or would have been included if not for any such error or omission) and notice thereof is given within three months of the date of delivery of the deed to the party to be charged, then such party agrees to make payment to correct the error or omission. This provision shall survive the delivery of the deed.

32. ACCELERATIONS, EXTENSIONS AND AMENDMENTS

Notices, amendments, agreements, and accelerations and extensions of contingency dates and time for performance of the provisions of this Agreement may be executed on behalf of a party by counsel therefor which execution may include email acknowledged by both counsel.

33. BROKER

It is agreed by and between the parties that no broker or agent brought about the sale of the premises. If it should be determined that any broker or agent is due a commission the party engaging the services of such broker or agent shall be fully and solely obligated to pay such commission.

34. SELLER'S DOCUMENTS

The Seller agrees to deliver to the Buyer such of the following documents as are in the possession, custody or control of the Seller within seven (7) days of the execution of this Agreement:

- a. All service, maintenance, leasing and management contracts and other material contracts listed on Exhibit B attached hereto;
- b. All permits, licenses and approvals with regard to the Premises which are not posted in the business;
- c. Current boundary survey of the Premises; and
- d. Any and all environmental reports pertaining to the Premises.

35. CERTIFICATES

Seller hereby agrees to sign and deliver, at the time of performance, such affidavits, documents and certificates as may be reasonably required by the Buyer or the title insurance company which is providing title insurance for this transaction relating to:

- a. affidavits enabling Buyer to procure title insurance indicating the parties in possession being the tenants under written leases accepted by Buyer and that no persons are owed a debt for materials or labor entitling such persons to a mechanics' or materialmen's lien against the Premises;
- b. an affidavit satisfying the requirements of the Internal Revenue Code providing the Seller's social security number or tax identification number and indicating that Seller is not a foreign person subject to withholding of funds;
- c. a 1099S required under the Internal Revenue Code; and
- d. any other affidavits and certificates customarily required by Buyer's attorney or mortgagee for transactions of this type.
- e. A waiver of tax lien from the Massachusetts Department of Revenue.

36. PERMITS

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

37. DEED

Buyer shall not be obligated to accept a deed under power of attorney and Seller shall provide Buyer with a deed containing his/her/their original signature(s).

38. DISCHARGES

Seller shall pay and discharge at or before closing, any assessment of any public or taking authority, which affects or is a lien upon the premises; this provision shall apply to, but is not limited to, assessments as to which an installment method of payment was previously elected. This provision shall survive the delivery of the deed.

39. SIGNATURES

The parties agree that this Agreement and any amendment hereto, or notice pursuant hereto, may be transmitted between them by facsimile machine, email or other electronic transmission. The parties intend that faxed signatures, emails and PDFs with scanned signatures constitute original signatures for all purposes.

40. TITLE V

Seller shall provide, prior to Closing, a passing “Title V Subsurface Sewage Disposal System Inspection” report.

SIGNATURES ON FOLLOWING PAGE

I have received a copy of the Purchase and Sale Agreement. "This is a legally binding contract. If not understood, seek competent advice." Buyer(s) and Seller(s) acknowledge that the Escrow agent is acting as agent for the Seller.

Seller: Tamarack Realty, LLC

Buyers:

By: David J Donnelly Jr.
David J. Donnelly, Jr., LLC Manager

Kirit Patel
Kirit Patel

Date: 06/14/2023

Date: 4-14-2023

Anju Patel
Anju Patel

Date: 4-14-2023

Exhibit A
Deed

Exhibit B
Contracts

PROOF OF FUNDS/LOAN
DOCUMENTATION

\$750,000
Purchase Price
Business
\$500,000
Real Estate
\$120,000
Estimated Inventory

COMMERCIAL LOANS

- \$600,000 Note to Rockland Trust Company for business assets.
- \$400,000 Note to Rockland Trust Company for real estate.
- \$84,000 Note to Rockland Trust Company for inventory.

PRIVATE LOANS

- \$286,000 of note to Sharpie, LLC

08/17/2023

Kirit Patel

Re: Acquisition of RE and operations of Tamarack Wine & Spirits located at 157 Bedford St Lakeville MA

Dear Kirit:

Rockland Trust Company ("the Bank") is pleased to provide you with an outline of the proposed terms and conditions of the following loan. Please keep in mind that this letter, if signed by you, will be used solely to guide our further discussions and be the basis for our due diligence. This Loan Proposal Outline does not constitute an offer, agreement or commitment to extend credit. The actual terms and conditions upon which the Bank might extend credit to you will be subject to our internal approval process, completion of our due diligence, and such other terms and conditions as we may determine.

Borrower:

- Loan # 1 KANTARA REAL ESTATE LLC Or nominee TBD
 - \$400M CMTG
 - Max 80% LTV
 - 7 yr term /25 yr amort
 - Rate: 7yr FHLBB plus 225
 - Guarantor: Kirit Patel
 - Coterminous lease from operations (7yr) & assignment
 - Loan # 2 Borrower TBD
 - \$600M Term Note
 - 7 yr term /7 yr amort
 - Rate at 7yr FHLBB plus 225
 - Guarantor: Kirit Patel
 - Assignment of license required
 - 1st ABA UCC
 - Loan #3 Borrower TBD - inventory
 - \$84M term note (70%)/ inventory estimated at \$120M.
 - 2yr term / 2yr amort
- Fee 50bps

Prepayment Fee: The prepayment premium shall equal

- 5.00% of the amount of principal prepaid during the first year of the term;
- 4.00% of the amount of principal prepaid during the second year of the term;
- 3.00% of the amount of principal prepaid during the third year of the term;
- 2.00% of the amount of principal prepaid during the fourth year of the term;
- 1.00% of the amount of principal prepaid during the fifth, sixth and seventh year of the term for loan #1&2. No prepay for loan #3

Appraisal: Prior to closing the Bank must be in receipt of a satisfactory appraisal or real estate evaluation of the collateral prepared by a Bank approved appraiser.

Environmental Fee: Estimated review fee of \$350.00; further due diligence at the expense of the borrower if necessary.

Flood Certificate Fee: A fee of \$18.00 per parcel per loan will be assessed the Borrower to determine the applicability of the flood insurance requirement.

Tax Service Fee: A tax service fee in the estimated amount of \$150.00 is due and payable at closing.

Insurance Tracking Fee: An insurance tracking fee in the estimated amount of \$66.00 is due and payable at closing

Conditions:

- Satisfactory environmental due diligence.
- Satisfactory receipt and review of a real estate appraisal or property valuation

Reporting Requirements: Submission of tax returns and financial statements of any borrower or guarantor within 120 days of year end. Submission of personal financial statement of any guarantors within 120 days of year end.

Conditions Precedent: Usual and customary in transactions of this type, including without limitation, completion of customary due diligence; satisfactory documentation, including without limitation usual and customary representations and warranties, affirmative and negative covenants, and events of default. If a commitment is issued, you will be responsible to pay all reasonable fees and expenses incurred by the Bank, including, but not limited to, appraisal, environmental, and field examination fees, and legal fees, whether or not the Loan closes.

We are providing this outline on the basis that this letter, and its contents, including the terms, will remain confidential and will not be disclosed by you or on your behalf to any other financial institution or other lender. The terms and conditions outlined above are subject to change based on the conclusions of our approval process and changes in market conditions. If you would like to proceed with this proposal and have us seek internal approvals based on this proposal, please sign this letter where indicated below and return it to me within 10 days.

We are very pleased to present this outline proposal to you and look forward to working with you. If you have any questions, or if I can be of further help, please call me at ~~791-882-6274~~. *Mark.Mendes@RocklandTrust.com*

Sincerely,
ROCKLAND TRUST COMPANY


Mark Mendes

Borrower

By: _____

Date: _____

Kirit Patel

PLEDGE OF ALCOHOLIC BEVERAGE LICENSE AND INVENTORY AGREEMENT

This AGREEMENT entered into at _____, Massachusetts, as of _____, between Kantara, Inc., with an address of 157 Bedford Street, Lakeville, Massachusetts (the "Pledgor") and Rockland Trust Company with an address of 288 Union Street, Rockland, Massachusetts 02370 (the "Bank").

- Pledge. In consideration of the Bank's extending credit and other financial accommodations to the Pledgor, whether evidenced by notes or not, the Pledgor hereby, in accordance with Massachusetts General Laws, Chapter 138, grants, pledges, assigns and transfers to the Bank a security interest in the alcoholic beverage license and inventory more particularly described as follows: Assignment of Alcoholic Beverage License and inventory issued to Kantara, Inc. d/b/a Towne Liquors, 157 Bedford Street, Lakeville, Massachusetts (the "License").
- Obligations. The security interest granted by this Agreement is given to and shall be held by the Bank as security for the payment and performance of all Obligations (as hereinafter defined), including without limitation, all amounts due and owing to the Bank and all obligations respecting (i) that certain Promissory Note, dated _____, by Kantara, Inc. in favor of the Bank in the original principal amount of \$600,000 (the "Note"; and collectively, along with all other agreements, documents, certificates and instruments delivered in connection therewith, the "Loan Documents"), and any substitutions, modifications, extensions or amendments to any of the Loan Documents. "Obligation(s)" shall mean without limitation all loans, advances, indebtedness, notes, liabilities and amounts, liquidated or unliquidated, owing by the Pledgor to the Bank at any time, of each and every kind, nature and description, whether arising under this Agreement, any of the Loan Documents or otherwise, and whether secured or unsecured, direct or indirect (that is, whether the same are due directly by the Pledgor to the Bank; or are due indirectly by the Pledgor to the Bank as endorser, guarantor or other surety, or as obligor of obligations due third persons which have been endorsed or assigned to the Bank, or otherwise), absolute or contingent, due or to become due, now existing or hereafter contracted. Obligations shall also include all interest and other charges chargeable to the Pledgor or due from the Pledgor to the Bank from time to time and all costs and expenses referred to in this Agreement.
- Representations and Warranties. The Pledgor hereby represents and warrant to the Bank as follows: (i) the Pledgor has the power and authority to enter into this Agreement; (ii) the License is not subject to any prior lien or encumbrance, the Pledgor will not transfer, agree to or apply for a transfer or pledge of, or sell the License to any other individual or entity for so long as any Obligations are outstanding, without the prior written consent of the Bank; (iii) the Pledgor will pay when due all taxes, charges, liens and assessments against the License and the beverages authorized to be sold under the License; and the Pledgor will perform any and all acts required to keep the License in good standing, including filing timely applications of the renewal thereof, and will not suffer or permit the License to lapse; (iv) the Pledgor shall promptly report in writing to the Bank the occurrence of any event which might impair the value of the License, including, but not limited to, any action taken by any local or state regulatory agencies which in any manner restricts the use of the License; and (v) the Pledgor will comply with all applicable laws and regulations with respect to the License or its use.
- Further Assurance. The undersigned agrees to do such further acts or execute such further documents as may be determined necessary by the Bank to perfect the interest granted herein, including executing any application for approval of the pledge made pursuant to this Agreement.

5. Costs and Expenses. The Pledgor shall pay to the Bank any and all costs and expenses (including, without limitation, reasonable attorneys' fees, court costs, litigation and other expenses) incurred or paid by the Bank in establishing, maintaining, protecting or enforcing any of the Bank's rights or the Obligations, including, without limitation, any and all such costs and expenses incurred or paid by the Bank in defending the Bank's security interest in, title or right to the License or in collecting or attempting to collect or enforcing or attempting to enforce payment of any of the Obligations.

6. Default. "Event of Default" shall mean the occurrence of any one or more of the following events: (i) default of any liability, obligation or undertaking of the Pledgor to the Bank, hereunder or otherwise, including failure to pay in full and when due any installment of principal or interest or default under any other Loan Document; (ii) failure of the Pledgor to maintain aggregate collateral security value satisfactory to the Bank; (iii) default of any material liability, obligation or undertaking of the Pledgor to any other party; (iv) if any statement, representation or warranty heretofore, now or hereafter made in connection with this Agreement or in any supporting financial statement of the Pledgor shall be determined by Bank to have been false in any material respect when made; (v) if the Pledgor or any guarantor is a corporation, trust, partnership or limited liability company, the liquidation, termination or dissolution of any such organization, or the merger or consolidation of such organization into another entity, or its ceasing to carry on actively its present business or the appointment of a receiver for its property; (vi) the death of the Pledgor or of any guarantor of the Obligations and, if any of the Pledgor or any guarantor of the Obligations is a partnership or limited liability company, the death of any partner or member; (vii) the institution by or against the Pledgor or guarantor of the Obligations of any proceedings under the Bankruptcy Code, 11 USC §101 *et seq.* or any other law in which the Pledgor or any guarantor of the Obligations is alleged to be insolvent or unable to pay their respective debts as they mature, or the making by the Pledgor or any guarantor of the Obligations of an assignment for the benefit of creditors or the granting by the Pledgor or any guarantor of the Obligations of a trust mortgage for the benefit of creditors; (viii) the service upon the Bank hereof of a writ in which the Bank is named as trustee of the Pledgor or of any guarantor of the Obligations; (ix) a judgment or judgments for the payment of money shall be rendered against the Pledgor or guarantor hereof, and any such judgment shall remain unsatisfied and in effect for any period of thirty (30) consecutive days without a stay of execution; (x) any levy, seizure, attachment, execution or similar process shall be issued or levied on any of the property of the Pledgor or guarantor hereof; (xi) the termination of any guaranty of the Obligations; or (xii) the occurrence of such a change in the condition or affairs (financial or otherwise) of the Pledgor or any guarantor or other surety for any of the Obligations or the occurrence of any event or circumstance such that the Bank, in its sole discretion, deems that it is insecure or that the prospects for timely or full payment or performance of any of the Obligations has been or may be impaired.

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

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

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

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

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

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

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

this Agreement or as notified to the Bank and (ii) by serving the same upon such agent, and agrees that such service shall in every respect be deemed effective service upon Pledgor.

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

Executed under seal and dated _____, 2023.

Witness

Pledgor: Kantara, Inc.

, Witness to All

Kirit Patel, President

COMMERCIAL PROMISSORY NOTE

\$600,000

_____, 2023

FOR VALUE RECEIVED, the undersigned Kantara, Inc., a corporation organized under the laws of [State/Commonwealth] of Massachusetts having a principal place of business at 157 Bedford Street, Lakeville, Massachusetts (the "Borrower") (jointly and severally if more than one) promises to pay to the order of ROCKLAND TRUST COMPANY having a principal place of business at 288 Union Street, Rockland, Massachusetts 02370 (hereinafter, with any subsequent holder, the "Bank") at an office of the Bank, the sum of Six Hundred Thousand (\$600,000.00) with interest thereon, in accordance with the provisions as indicated below. This Note is the "Note" referred to in the Loan Agreement to which the Borrower and the Bank are parties dated the date hereof (the "Agreement") and reference is made to said Agreement for additional terms applicable hereto. Capitalized terms used in this Note and not otherwise defined herein but defined in the Agreement shall have the same meaning as ascribed to such terms in the Agreement.

INTEREST RATE: Interest on the unpaid principal balance of this Note (based upon a year consisting of twelve (12) months of thirty (30) days each and calculated on the actual number of days elapsed) shall accrue as follows:

At a fixed rate of interest equal to _____ percent (_____%) per annum.]

PAYMENT PROVISIONS: Outstanding principal under this Note together with interest accrued thereon shall be payable as set forth below:

In consecutive monthly installments of principal in the amount of \$_____ each, plus interest accrued for such month. The first such monthly installment shall be due on _____, 2023 and each subsequent installment shall be due on the like day of each month thereafter. The final such monthly payment shall be due on _____ 2030 (the "Maturity Date") in an amount equal to the entire unpaid balance of principal plus all unpaid accrued interest.

Partial prepayments shall be applied to payments due in the inverse order of their maturity.

LATE CHARGES: If Borrower shall fail for more than fifteen (15) days after the date due to make any installment payment of principal or interest on this Note, the Borrower agrees to pay the Bank, upon demand, in addition to all other amounts payable hereunder, a late charge equal to five percent (5%) of the payment due. Late charges are not interest and shall not be subject to refund or rebate or credited against any other amount due.

APPLICATION OF PAYMENTS; RETURNED ITEMS: Any payments received by the Bank on account of this Note prior to demand shall be applied first, to any costs, expenses, or charges then owed the Bank by the Borrower, second, to accrued and unpaid interest, and third, to the unpaid principal balance hereof. Any payments so received after demand shall be applied in such manner as the Bank may determine.

EVENTS OF DEFAULT: Upon the occurrence of any one or more of the following ("Events of Default"), at the Bank's option and without presentment, demand, notice or protest (all of which are hereby waived), and without altering the demand nature of this Note if principal is due on demand, the entire unpaid balance of this Note and all unpaid accrued interest hereunder shall become immediately due and payable:

- (a) The failure by the Borrower to pay when due (or upon demand, if payable on demand) any amount due hereunder or any other amount then owing by the Borrower to the Bank;
- (b) The occurrence of any "Event of Default" under the Agreement.

RATE OF INTEREST UPON DEFAULT: The Borrower agrees to pay, upon default, interest on all amounts not paid when due (pursuant to the terms hereof, by acceleration or otherwise) at the per annum rate equal to the aggregate of: (a) the interest rate which would otherwise be applicable in the absence of default plus (b) six (6%) percent.

NO WAIVER: No delay or omission by the Bank in exercising any of its powers, rights, privileges or remedies hereunder shall operate as a waiver thereof on that occasion nor on any other occasion. No waiver by the Bank of any default hereunder shall operate as a waiver of any other default hereunder, nor as a continuing waiver. The Borrower waives presentment, demand, protest, and notices of any kind and assents to any extension or other indulgence (including, without limitation, the release or substitution of collateral) permitted the Borrower by the Bank with respect to this Note.

EXPENSES: The Borrower will pay on demand all reasonable attorneys' fees and out-of-pocket expenses incurred by the Bank in the administration or enforcement of this Note or the administration or enforcement of any collateral given the Bank to secure this Note (whether or not suit is instituted by or against the Bank).

RELEASES; NO CONTRIBUTION: The liabilities of the Borrower and any endorser or guarantor of this Note are joint and several; provided, however, the release by the Bank of the Borrower or any one or more endorser or guarantor shall not release any other person obligated on account of this Note. No person obligated on account of this Note may seek contribution from any other person also obligated unless and until all liabilities to the Bank of the person from whom contribution is sought have been satisfied in full.

MAXIMUM RATE OF INTEREST: If, by the terms of this Note, the Borrower is at any time required or obligated to pay interest on the principal balance hereof at a rate in excess of the maximum rate which the Borrower is permitted by law to contract or agree to pay, the rate of interest under this Note shall be deemed to be immediately reduced to such maximum rate, and interest payable hereunder shall be computed at such maximum rate and the portion of all prior interest payments in excess of such maximum rate shall be applied and shall be deemed to have been payments in reduction of the principal balance hereof and not on account of the interest due hereunder.

JURISDICTION, ETC.: This Note shall be governed by the internal laws of the Commonwealth of Massachusetts, and shall take effect as a sealed instrument. The Borrower submits to the jurisdiction of the courts of the Commonwealth of Massachusetts for all purposes with respect to this Note, any collateral given to secure its liabilities to the Bank, or its relationships with the Bank.

BINDING EFFECT: This Note shall be binding upon the Borrower and upon its heirs, successors, assigns, and representatives, and shall inure to the benefit of the Bank and its successors and assigns.

IN ANY CASE, CONTROVERSY OR MATTER WHICH ARISES OUT OF, OR IS IN RESPECT OF, THIS NOTE AND/OR THE LOAN EVIDENCED HEREBY, THE BORROWER KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY NOW EXISTING AND/OR HEREAFTER ARISING RIGHT TO A TRIAL BY JURY.

COMPLETION OF NOTE; MISCELLANEOUS: The Borrower authorizes the Bank to complete this Note if delivered incomplete in any respect. The use of headings in this Note is for convenience only and shall not limit in any manner the terms of this Note. All agreements and documents of any kind in the Bank's possession which relate to any loans from Bank to Borrower may be reproduced by the Bank by photographic, computer imaging, or

similar process, and the Bank may destroy the original from which any documents was so reproduced. Any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is in existence and whether or not such reproduction was made in the regular course of business) and any enlargement, facsimile or further reproduction shall likewise be admissible in evidence. Any signatures of the Borrower upon any such agreement or document which are transmitted as a facsimile or as a scanned or pdf (portable document format) shall be deemed a valid and binding signature of the Borrower with the same effect as if a manually signed original signature.

IN WITNESS WHEREOF, this Commercial Promissory Note is executed under seal as of the date first above written.

WITNESS:

Kantara, Inc.

Print Name: _____

By: _____
Name: Kirit Patel
Title: President

COMMERCIAL PROMISSORY NOTE

\$400,000

_____, 2023

FOR VALUE RECEIVED, the undersigned Kantara Real Estate, LLC a Massachusetts limited liability company having a principal place of business at 157 Bedford Street, Lakeville, Massachusetts (the "Borrower") (jointly and severally if more than one) promises to pay to the order of ROCKLAND TRUST COMPANY having a principal place of business at 288 Union Street, Rockland, Massachusetts 02370 (hereinafter, with any subsequent holder, the "Bank") at an office of the Bank, the sum of Four Hundred Thousand (\$400,000.00) with interest thereon, in accordance with the provisions as indicated below. This Note is the "Note" referred to in the Loan Agreement to which the Borrower and the Bank are parties dated the date hereof (the "Agreement") and reference is made to said Agreement for additional terms applicable hereto. Capitalized terms used in this Note and not otherwise defined herein but defined in the Agreement shall have the same meaning as ascribed to such terms in the Agreement.

INTEREST RATE: Interest on the unpaid principal balance of this Note (based upon a year consisting of twelve (12) months of thirty (30) days each and calculated on the actual number of days elapsed) shall accrue as follows:

At a fixed rate of interest equal to _____ percent (_____%) per annum.]

PAYMENT PROVISIONS: Outstanding principal under this Note together with interest accrued thereon shall be payable as set forth below:

In consecutive monthly installments of principal in the amount of \$ _____ each, plus interest accrued for such month. The first such monthly installment shall be due on _____, 2023 and each subsequent installment shall be due on the like day of each month thereafter. The final such monthly payment shall be due on _____ 2030 (the "Maturity Date") in an amount equal to the entire unpaid balance of principal plus all unpaid accrued interest.

Partial prepayments shall be applied to payments due in the inverse order of their maturity.

LATE CHARGES: If Borrower shall fail for more than fifteen (15) days after the date due to make any installment payment of principal or interest on this Note, the Borrower agrees to pay the Bank, upon demand, in addition to all other amounts payable hereunder, a late charge equal to five percent (5%) of the payment due. Late charges are not interest and shall not be subject to refund or rebate or credited against any other amount due.

APPLICATION OF PAYMENTS; RETURNED ITEMS: Any payments received by the Bank on account of this Note prior to demand shall be applied first, to any costs, expenses, or charges then owed the Bank by the Borrower, second, to accrued and unpaid interest, and third, to the unpaid principal balance hereof. Any payments so received after demand shall be applied in such manner as the Bank may determine.

EVENTS OF DEFAULT: Upon the occurrence of any one or more of the following ("Events of Default"), at the Bank's option and without presentment, demand, notice or protest (all of which are hereby waived), and without altering the demand nature of this Note if principal is due on demand, the entire unpaid balance of this Note and all unpaid accrued interest hereunder shall become immediately due and payable:

- (a) The failure by the Borrower to pay when due (or upon demand, if payable on demand) any amount due hereunder or any other amount then owing by the Borrower to the Bank;
- (b) The occurrence of any "Event of Default" under the Agreement.

RATE OF INTEREST UPON DEFAULT: The Borrower agrees to pay, upon default, interest on all amounts not paid when due (pursuant to the terms hereof, by acceleration or otherwise) at the per annum rate equal to the aggregate of: (a) the interest rate which would otherwise be applicable in the absence of default plus (b) six (6%) percent.

NO WAIVER: No delay or omission by the Bank in exercising any of its powers, rights, privileges or remedies hereunder shall operate as a waiver thereof on that occasion nor on any other occasion. No waiver by the Bank of any default hereunder shall operate as a waiver of any other default hereunder, nor as a continuing waiver. The Borrower waives presentment, demand, protest, and notices of any kind and assents to any extension or other indulgence (including, without limitation, the release or substitution of collateral) permitted the Borrower by the Bank with respect to this Note.

EXPENSES: The Borrower will pay on demand all reasonable attorneys' fees and out-of-pocket expenses incurred by the Bank in the administration or enforcement of this Note or the administration or enforcement of any collateral given the Bank to secure this Note (whether or not suit is instituted by or against the Bank).

RELEASES; NO CONTRIBUTION: The liabilities of the Borrower and any endorser or guarantor of this Note are joint and several; provided, however, the release by the Bank of the Borrower or any one or more endorser or guarantor shall not release any other person obligated on account of this Note. No person obligated on account of this Note may seek contribution from any other person also obligated unless and until all liabilities to the Bank of the person from whom contribution is sought have been satisfied in full.

MAXIMUM RATE OF INTEREST: If, by the terms of this Note, the Borrower is at any time required or obligated to pay interest on the principal balance hereof at a rate in excess of the maximum rate which the Borrower is permitted by law to contract or agree to pay, the rate of interest under this Note shall be deemed to be immediately reduced to such maximum rate, and interest payable hereunder shall be computed at such maximum rate and the portion of all prior interest payments in excess of such maximum rate shall be applied and shall be deemed to have been payments in reduction of the principal balance hereof and not on account of the interest due hereunder.

JURISDICTION, ETC.: This Note shall be governed by the internal laws of the Commonwealth of Massachusetts, and shall take effect as a sealed instrument. The Borrower submits to the jurisdiction of the courts of the Commonwealth of Massachusetts for all purposes with respect to this Note, any collateral given to secure its liabilities to the Bank, or its relationships with the Bank.

BINDING EFFECT: This Note shall be binding upon the Borrower and upon its heirs, successors, assigns, and representatives, and shall inure to the benefit of the Bank and its successors and assigns.

IN ANY CASE, CONTROVERSY OR MATTER WHICH ARISES OUT OF, OR IS IN RESPECT OF, THIS NOTE AND/OR THE LOAN EVIDENCED HEREBY, THE BORROWER KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY NOW EXISTING AND/OR HEREAFTER ARISING RIGHT TO A TRIAL BY JURY.

COMPLETION OF NOTE; MISCELLANEOUS: The Borrower authorizes the Bank to complete this Note if delivered incomplete in any respect. The use of headings in this Note is for convenience only and shall not limit in any manner the terms of this Note. All agreements and documents of any kind in the Bank's possession which relate to any loans from Bank to Borrower may be reproduced by the Bank by photographic, computer imaging, or

similar process, and the Bank may destroy the original from which any documents was so reproduced. Any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is in existence and whether or not such reproduction was made in the regular course of business) and any enlargement, facsimile or further reproduction shall likewise be admissible in evidence. Any signatures of the Borrower upon any such agreement or document which are transmitted as a facsimile or as a scanned or pdf (portable document format) shall be deemed a valid and binding signature of the Borrower with the same effect as if a manually signed original signature.

IN WITNESS WHEREOF, this Commercial Promissory Note is executed under seal as of the date first above written.

WITNESS:

Kantara Real Estate, LLC

Print Name: _____

By: _____

Name: Kirit Patel

Title: LLC Manager

COMMERCIAL PROMISSORY NOTE

\$84,000

_____, 2023

FOR VALUE RECEIVED, the undersigned Kantara, Inc., a corporation organized under the laws of [State/Commonwealth] of Massachusetts having a principal place of business at 157 Bedford Street, Lakeville, Massachusetts (the "Borrower") (jointly and severally if more than one) promises to pay to the order of ROCKLAND TRUST COMPANY having a principal place of business at 288 Union Street, Rockland, Massachusetts 02370 (hereinafter, with any subsequent holder, the "Bank") at an office of the Bank, the sum of Eighty-Four Thousand Dollars (\$84,000.00) with interest thereon, in accordance with the provisions as indicated below. This Note is the "Note" referred to in the Loan Agreement to which the Borrower and the Bank are parties dated the date hereof (the "Agreement") and reference is made to said Agreement for additional terms applicable hereto. Capitalized terms used in this Note and not otherwise defined herein but defined in the Agreement shall have the same meaning as ascribed to such terms in the Agreement.

INTEREST RATE: Interest on the unpaid principal balance of this Note (based upon a year consisting of twelve (12) months of thirty (30) days each and calculated on the actual number of days elapsed) shall accrue as follows:

At a fixed rate of interest equal to _____ percent (_____%) per annum.]

PAYMENT PROVISIONS: Outstanding principal under this Note together with interest accrued thereon shall be payable as set forth below:

In consecutive monthly installments of principal in the amount of \$_____ each, plus interest accrued for such month. The first such monthly installment shall be due on _____, 2023 and each subsequent installment shall be due on the like day of each month thereafter. The final such monthly payment shall be due on _____ 2030 (the "Maturity Date") in an amount equal to the entire unpaid balance of principal plus all unpaid accrued interest.

Partial prepayments shall be applied to payments due in the inverse order of their maturity.

LATE CHARGES: If Borrower shall fail for more than fifteen (15) days after the date due to make any installment payment of principal or interest on this Note, the Borrower agrees to pay the Bank, upon demand, in addition to all other amounts payable hereunder, a late charge equal to five percent (5%) of the payment due. Late charges are not interest and shall not be subject to refund or rebate or credited against any other amount due.

APPLICATION OF PAYMENTS; RETURNED ITEMS: Any payments received by the Bank on account of this Note prior to demand shall be applied first, to any costs, expenses, or charges then owed the Bank by the Borrower, second, to accrued and unpaid interest, and third, to the unpaid principal balance hereof. Any payments so received after demand shall be applied in such manner as the Bank may determine.

EVENTS OF DEFAULT: Upon the occurrence of any one or more of the following ("Events of Default"), at the Bank's option and without presentment, demand, notice or protest (all of which are hereby waived), and without altering the demand nature of this Note if principal is due on demand, the entire unpaid balance of this Note and all unpaid accrued interest hereunder shall become immediately due and payable:

- (a) The failure by the Borrower to pay when due (or upon demand, if payable on demand) any amount due hereunder or any other amount then owing by the Borrower to the Bank;
- (b) The occurrence of any "Event of Default" under the Agreement.

RATE OF INTEREST UPON DEFAULT: The Borrower agrees to pay, upon default, interest on all amounts not paid when due (pursuant to the terms hereof, by acceleration or otherwise) at the per annum rate equal to the aggregate of: (a) the interest rate which would otherwise be applicable in the absence of default plus (b) six (6%) percent.

NO WAIVER: No delay or omission by the Bank in exercising any of its powers, rights, privileges or remedies hereunder shall operate as a waiver thereof on that occasion nor on any other occasion. No waiver by the Bank of any default hereunder shall operate as a waiver of any other default hereunder, nor as a continuing waiver. The Borrower waives presentment, demand, protest, and notices of any kind and assents to any extension or other indulgence (including, without limitation, the release or substitution of collateral) permitted the Borrower by the Bank with respect to this Note.

EXPENSES: The Borrower will pay on demand all reasonable attorneys' fees and out-of-pocket expenses incurred by the Bank in the administration or enforcement of this Note or the administration or enforcement of any collateral given the Bank to secure this Note (whether or not suit is instituted by or against the Bank).

RELEASES; NO CONTRIBUTION: The liabilities of the Borrower and any endorser or guarantor of this Note are joint and several; provided, however, the release by the Bank of the Borrower or any one or more endorser or guarantor shall not release any other person obligated on account of this Note. No person obligated on account of this Note may seek contribution from any other person also obligated unless and until all liabilities to the Bank of the person from whom contribution is sought have been satisfied in full.

MAXIMUM RATE OF INTEREST: If, by the terms of this Note, the Borrower is at any time required or obligated to pay interest on the principal balance hereof at a rate in excess of the maximum rate which the Borrower is permitted by law to contract or agree to pay, the rate of interest under this Note shall be deemed to be immediately reduced to such maximum rate, and interest payable hereunder shall be computed at such maximum rate and the portion of all prior interest payments in excess of such maximum rate shall be applied and shall be deemed to have been payments in reduction of the principal balance hereof and not on account of the interest due hereunder.

JURISDICTION, ETC.: This Note shall be governed by the internal laws of the Commonwealth of Massachusetts, and shall take effect as a sealed instrument. The Borrower submits to the jurisdiction of the courts of the Commonwealth of Massachusetts for all purposes with respect to this Note, any collateral given to secure its liabilities to the Bank, or its relationships with the Bank.

BINDING EFFECT: This Note shall be binding upon the Borrower and upon its heirs, successors, assigns, and representatives, and shall inure to the benefit of the Bank and its successors and assigns.

IN ANY CASE, CONTROVERSY OR MATTER WHICH ARISES OUT OF, OR IS IN RESPECT OF, THIS NOTE AND/OR THE LOAN EVIDENCED HEREBY, THE BORROWER KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY NOW EXISTING AND/OR HEREAFTER ARISING RIGHT TO A TRIAL BY JURY.

COMPLETION OF NOTE; MISCELLANEOUS: The Borrower authorizes the Bank to complete this Note if delivered incomplete in any respect. The use of headings in this Note is for convenience only and shall not limit in any manner the terms of this Note. All agreements and documents of any kind in the Bank's possession which relate to any loans from Bank to Borrower may be reproduced by the Bank by photographic, computer imaging, or

similar process, and the Bank may destroy the original from which any documents was so reproduced. Any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is in existence and whether or not such reproduction was made in the regular course of business) and any enlargement, facsimile or further reproduction shall likewise be admissible in evidence. Any signatures of the Borrower upon any such agreement or document which are transmitted as a facsimile or as a scanned or pdf (portable document format) shall be deemed a valid and binding signature of the Borrower with the same effect as if a manually signed original signature.

IN WITNESS WHEREOF, this Commercial Promissory Note is executed under seal as of the date first above written.

WITNESS:

Kantara, Inc.

Print Name: _____

By: _____

Name: Kirit Patel

Title: President

NOTE

\$286,000

_____, 2023

FOR VALUE RECEIVED, Kirit Patel of 15 Rolling Meadow Drive, Millis, Massachusetts, promises to pay to Sharpie, LLC a Alabama limited liability company with an address of 2771 Village Lane, Birmingham, Alabama, or order, the principal sum of Two Hundred Eighty Six Thousand (\$286,000) Dollars, with interest at 3 percent per annum, payable within 10 years, in 120 consecutive monthly installments, each in the amount of \$2,762.00, due and payable on the first day of each month commencing on _____, 2023, and a final payment of principal, interest and late charges, if any, on _____, 2033. Said monthly installments shall be first applied to, late charges, if any then due, and the remaining balance to principal. In any event, the entire balance of principal and interest shall be paid to the holder 10 years from the date hereof ("Maturity Date").

The undersigned may prepay this Note in whole or in part at any time without penalty. Payments will be applied in inverse order of maturity. The Note Holder hereof shall be entitled to collect a late charge not to exceed three (3%) percent of any installment unpaid for ten (10) days after due date.

FAILURE TO PAY ANY OF THE SAID INSTALLMENTS WITHIN FIFTEEN (15) DAYS FROM THE DATE WHEN SAME BECOMES DUE SHALL CONSTITUTE A DEFAULT HEREUNDER AND MAKE THE WHOLE OF THE BALANCE OF SAID PRINCIPAL SUM IMMEDIATELY DUE AND PAYABLE AT THE OPTION OF THE NOTE HOLDER.

The filing of any petition in bankruptcy or insolvency by or against the undersigned, or the appointment of any receiver, trustee, trust mortgagee or similar officer or creditors' committee to take charge of any property of the undersigned, or the making of any offer to make a composition of debts with creditors or the commission of any act of bankruptcy or insolvency or the making of an assignment for the benefit of creditors shall constitute a default under this Note.

In the event of any default under this Note or a violation of any term, condition or provision of the Mortgage, the Note Holder hereof may at its option declare the full amount remaining unpaid hereunder to be immediately due and payable, and may thereupon or any time thereafter, demand, sue for and collect the same and proceed against any security.

Upon default, if this Note is referred to an attorney for collection, the undersigned agrees to pay all costs, expenses and reasonable attorney's fees incurred or paid by the Note Holder in demanding payment or in enforcing its rights on this Note.

Each maker, endorser and guarantor of this Note waives presentment, demand, notice, protest and all other demands and notices in connection with the delivery, acceptance or default of this Note, and the exercise of and enforcement of any rights hereunder by the Note Holder, and assents without notice to any extension or postponement of the time of payment or any indulgence, to any substitution, exchange or release of collateral, if any, and/or to the addition or release of any party or person primarily or secondarily liable hereunder, which may from time to time be agreed to by the holder hereof. The liability of each maker, endorser and guarantor hereof shall be absolute and unconditional without regard to the liability of any other, regardless of the time, order or place of signing.

No delay or omission on the part of the Note Holder in exercising any right hereunder shall operate as a waiver of such right or of any other right hereunder, and no single or partial exercise of any right hereunder shall preclude other or further exercise thereof; a waiver of any right or remedy on any one occasion shall not be construed as a bar to or waiver of any such right or remedy on any future occasion.

Any deposits or other sums at any time credited by or due from the Note Holder to the maker hereof and any securities or other property of the maker hereof in the possession of the Note Holder may at all times be held and treated as collateral security for the payment of this Note and any and all other liabilities of any maker to the Note Holder, direct, indirect or contingent, joint or several, due or to become due, now existing or hereafter arising.

SIGNED AS A SEALED INSTRUMENT THIS _____ DAY OF _____ 2023.

Witness:

Print Name: _____

By: _____
Kirit Patel

AFFIDAVIT IN SUPPORT OF THE LIQUOR LICENSE APPLICATION
OF KANTARA, INC.

We, the undersigned, do hereby attest under the pains and penalties of perjury as follows:

- 1) I, Kushalkumar Patel, am the owner and LLC Manager of Sharpie, LLC.
- 2) Sharpie, LLC is lending Kirit Patel. money to assist with the purchase of the store and real estate known as Tamarack Wine & Spirits, 157 Bedford Street, Lakeville, Massachusetts.
- 3) Sharpie, LLC is a limited liability company organized under the laws of Alabama.
- 4) Sharpie, LLC will not have any interest nor exercise any control over the liquor license.
- 5) I, Kushalkumar Patel, will not have any interest nor exercise any control of the liquor license.
- 6) In making the affirmations contained herein, I reserve my right to contest any determination by the ABCC to the contrary, including any determination regarding the definition of direct or indirect interest under Chapter 138. I make these affirmations to the best of my knowledge and without further investigation.

SWORN TO UNDER OATH AND THE PAINS AND PENALTIES OF PERJURY THIS

August 30, 2023



Kushalkumar Patel

LEASE

LEASE

1. PARTIES. Kantara Real Estate, LLC, a Massachusetts limited liability company with an office located at 157 Bedford Street, Lakeville, Massachusetts (the "Lessor"), which expression shall include their successors, and assigns where the context so admits, does hereby lease to Kantara, Inc., a Massachusetts corporation with an office at 157 Bedford Street, Lakeville, Massachusetts (the "Lessee"), which expression shall include its successors and assigns where the context so admits.

2. PREMISES. The Lessor hereby leases to the Lessee the premises together with the building (the "Building") located at 157 Bedford Street, Lakeville, Massachusetts (the "Premises"). (The Building and the land on which the Building is located, are sometimes hereinafter collectively referred to as the "Property").

Provided that none of the actions hereinafter described materially interfere with Lessee's use of the Premises, the Lessor shall have the right at any time to make alterations or additions to the Building; and to build a greater or lesser area of the Building, to install, maintain, use, repair and replace pipes, ducts, conduits, wires and appurtenant fixtures in the Building leading through the Premises in locations that will not materially interfere with the Lessee's use thereof.

3. TERM. The term of this lease shall be for fifteen (15) years commencing on _____, 2023 (the "Commencement Date") and ending on _____, 2038.

4. OPTION TERM. Intentionally Omitted

5. RENT. For the first year of the lease, the Lessee shall pay to the Lessor base rent at the rate of \$48,000 per year, payable in advance in monthly installments of \$4,000 per month, without offset or deduction. The base rent shall increase 3% each year.

6. SECURITY DEPOSIT AND LAST MONTH'S RENT. [Intentionally Deleted]

7. ADDITIONAL RENT – REAL ESTATE TAXES. The Lessee shall pay the Real Estate Taxes as hereinafter defined. The term "Real Estate Taxes" as used herein means all real property taxes and assessments that are levied or assessed against the Property by any lawful governmental authority for each calendar year or portion thereof commencing on the Commencement Date. A tax bill or copy thereof submitted by Lessor to Lessee shall be conclusive evidence of the amount of a Real Estate Tax or installment thereof. Nothing herein contained shall be construed to include as Real Estate Taxes any inheritance, estate, succession, transfer, gift, franchise, corporate income or profit tax or capital levy that is or may be imposed upon Lessor. However, if at any time during the term of this lease as it may be extended the methods of taxation prevailing at the time of the execution of this lease shall be altered so that in lieu of, or as a substitute for, or in addition to, the whole or any part of the Real Estate Taxes levied, assessed or imposed as above described, there shall be levied, assessed or imposed: (i) a tax on the rents received from such real estate; or (ii) a license fee measured by the rents received by Lessor from the Property or any portion thereof; or (iii) a tax or license fee imposed upon Lessor which is otherwise measured by or based in whole or in part upon the Property, or any portion thereof, then the same shall be included in the computation of Real Estate Taxes hereunder. Lessee shall pay in equal monthly installments together with the monthly base rent then due one-twelfth (1/12) percent of the estimated amount of the Real Estate Taxes. Within ninety days after the end of each fiscal year the Lessor shall furnish the Lessee with the final real estate tax bill for the preceding fiscal year. If the Real Estate Taxes shall be less than the amount paid by the Lessee to the Lessor for such period Lessor agrees

to credit such difference to the next payment of base rent due from the Lessee under the lease. If the estimated payments paid by the Lessee to the Lessor for such fiscal year shall be less than the actual Real Estate Taxes for such fiscal year, the Lessee agrees to pay such deficiency to the Lessor within ten days after submission of said bill by the Lessor. If this lease shall commence or terminate during a calendar year, then the amount payable by the Lessee in the year of such commencement or termination shall be adjusted on the basis of the number of months of such calendar year in which the lease shall be in effect, and any such overpayment by Lessee, as aforesaid, shall be refunded to the Lessee upon such lease termination. Failure to pay taxes when due after the expiration of any applicable cure period shall entitle the Lessor to the same remedies as failure to pay base rent.

8. ADDITIONAL RENT-OPERATING CHARGES. In addition to the base rent as hereinabove set forth and the Lessee's responsibility to pay the Real Estate Taxes, the Lessee shall also pay the cost of maintaining the Property, including all snowplowing expenses, landscaping expenses, and expenses for the maintenance of the parking area, (which shall specifically include but shall not be necessarily limited to the sweeping and cleaning of the yard on a weekly basis and lighting in the parking lot) and the insurance premiums for the Building and Property (which insurance shall be maintained by the Lessor in an amount to be determined in the sole discretion of the Lessor). The Lessor shall maintain on the Building and Property, fire, casualty, liability, property damage and all other types of insurance normally obtained for a commercial building similar to the Building. The charges payable by the Lessee under the within section are hereinafter collectively referred to as "Operating Charges". The Lessor shall have the right to bill the Lessee for said Operating Charges upon the basis of annual estimates prepared by the Lessor on a calendar year basis. The Lessee agrees to pay to the Lessor, together with each monthly payment of base rent, one-twelfth (1/12) of such Operating Charges based upon said estimates submitted by the Lessor. Within ninety days after December 31 of each year, the Lessor shall furnish the Lessee with a detailed and itemized statement of the actual Operating Charges incurred by the Lessor for the preceding year and if the Operating Charges shall be less than the amount paid by the Lessee to the Lessor for such period Lessor agrees to credit such difference to the next payment of base rent due from the Lessee under this lease. If the estimated payments paid by the Lessee to the Lessor for any such period shall be less than the actual Operating Charges for such period, the Lessee agrees to pay such deficiency to the Lessor within ten days after submission of said statement by the Lessor. If this lease shall commence or terminate during a calendar year, then the amount payable by the Lessee in the year of such commencement or termination shall be adjusted on the basis of the number of months of such calendar year in which this lease shall be in effect, and any such overpayment by Lessee, as aforesaid, shall be refunded to the Lessee upon such lease termination. Failure to pay Operating Charges when due after the expiration of any applicable cure period shall entitle the Lessee to the same remedies as failure to pay base rent.

9. UTILITIES. The Lessee shall pay, as they become due, all bills for electricity and other utilities (whether they are used for furnishing heat or other purposes) that are furnished to the leased premises, including all water and sewer charges. The Lessor shall also provide water/hot water service to the Premises.

Lessor shall have no obligation to provide utilities or equipment other than the utilities and equipment within the premises as of the commencement date of this lease. In the event Lessee requires additional utilities or equipment, the installation and maintenance thereof shall be the Lessee's sole obligation, provided that such installation shall be subject to the written consent of the Lessor, which consent shall not be unreasonably withheld or delayed.

10. PERMITTED USE OF PREMISES. The premises shall be used solely for a package store business with an all alcohol package store license.

11. COMPLIANCE WITH LAWS. The Lessee acknowledges that no trade or occupation shall be conducted in the leased premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal by-law or ordinance in force in the city or town in which the premises are situated. Lessor shall not cause or suffer any use of the Building which would violate the Town of Lakeville Zoning By-Laws concerning use or parking.

12. FIRE INSURANCE. The Lessee shall not permit any use of the Premises which will make voidable any insurance on the Property or on the contents of the Property or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. The Lessee shall on demand reimburse the Lessor all extra insurance premiums caused by the Lessee's use of the Premises.

13. MAINTENANCE. (a) Lessee's Obligations. Except as specifically herein otherwise provided, Lessee agrees that from and after the date that possession of the Premises is delivered to Lessee, and until the end of the term of this lease, Lessee will keep neat and clean and maintain in good order, condition and repair: the roof of the Building, all interior nonstructural portions of the Premises including but not limited to the store front and the exterior and interior portions of all doors, windows, plate glass and showcases surrounding the Premises; all plumbing and sewage facilities within the Premises; fixtures; interior wall; floors; ceilings; signs (including exterior signs where permitted); and all wiring, electrical systems, interior buildings appliances, heating, air conditioning and ventilation systems and equipment. Lessee shall be responsible to conduct routine maintenance and repair, to the heating and air conditioning systems and shall be responsible for replacement of the systems or any major component thereof, servicing the Premises only. The Lessor shall use best efforts to transfer to the Lessee any manufacturer's warranties for systems and equipment for whose maintenance the Lessee is responsible. Lessee further agrees that the Premises shall be kept in a clean, sanitary and safe condition in accordance with the laws of the Commonwealth of Massachusetts and ordinances of the Town of Lakeville, Massachusetts, and in accordance with all directions, rules, regulations of the Health Officer, Fire Marshal, Building Inspector, and other proper officers of the governmental agencies having jurisdiction over the Premises. Notwithstanding anything to the contrary herein if the roof of the Building cannot be repaired and must be replaced the cost of replacing the roof shall be borne by the Lessor.

(b) Lessor's Obligations. The Lessor agrees to maintain the structure of the Building in the same condition as it is at the commencement of the term or as it may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted, unless such maintenance is required because of the Lessee or those for whose conduct the Lessee is legally responsible.

14. ALTERATIONS-ADDITIONS. The Lessee shall not make structural alterations or additions to the Premises, but may make non-structural alterations provided the Lessor consents thereto in writing, which consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at Lessee's expense and shall be in quality at least equal to the present construction. Lessee shall not permit any mechanics' liens, or similar liens, to remain upon the Premises for labor and material furnished to Lessee or claimed to have been furnished to Lessee in connection with work of any character performed or claimed to have been performed at the direction of Lessee and shall cause any such lien to be released of record forthwith without cost to Lessor. Any alterations or improvements

made by the Lessee shall become the property of the Lessor at the termination of occupancy as provided herein. The Lessee shall not place or affix any signs to the exterior or windows of the premises without the Lessor's prior written consent.

15. ASSIGNMENT-SUBLEASING. Lessee covenants that during the term of this lease that Lessee shall not, without on each occasion first obtaining the prior written approval of Lessor, assign, transfer, mortgage or pledge this lease, nor sublease (which term shall be deemed to include the granting of concessions and licenses and the like) all or any part of the Premises, nor suffer or permit this lease or the leasehold estate hereby created or any other rights arising under this lease, to be assigned, transferred or encumbered, in whole or in part, whether voluntarily, involuntarily or by operation of law, nor shall Lessee permit anyone other than Lessee to occupy the Premises. Any assignment, sublease or other transfer of this lease shall be null and of no force and effect unless and until Lessor shall have reviewed and approved by written notice the financial credibility of any proposed assignee, sublessee or other transferee of this lease. In all events, any such assignment, transfer, mortgage, sublease or other encumbrance, whether or not approved by Lessor, or any other indulgence granted by Lessor to any assignee or sublessee, shall in no way impair the continuing primary liability (which after any assignment shall be joint and several with the assignee or successor) of Lessee hereunder. No single approval by Lessor shall be deemed to be a waiver of Lessee's obligation to obtain Lessor's approval for any other proposed assignment or subletting. In the event that Lessee requests Lessor's approval to an assignment or sublease, the Lessee agrees that it shall pay the reasonable attorney's fees of Lessor with regard to said request for assignment and/or sublease whether or not Lessor approves Lessee's request for same.

Lessor shall not unreasonably withhold its consent to an assignment by Lessee so long as the proposed assignee (i) agrees in writing to be bound by all of the terms and conditions contained herein, including, specifically, the Permitted Use clause; (ii) demonstrates, to Lessor's reasonable satisfaction, prior experience in operating a similar business; (iii) demonstrates, to Lessor's reasonable satisfaction, adequate financial resources to meet the obligations of Lessee under this lease; and (iv) demonstrates to Lessor's reasonable satisfaction, the ability to reinvest sufficient capital from time to time in order to maintain the quality, level of service, character and condition of the business operated on the Premises.

In the event of any subletting Lessee shall pay to Lessor as and when the same is received fifty percent (50%) of the Sublease Consideration, as hereinafter defined. For the purposes hereof, the "Sublease Consideration" shall be defined as the rent and other charges payable to Lessee under a sublease, after first deducting the reasonable costs for brokerage and marketing, legal fees and construction costs incurred by Lessee in connection with such subletting (which costs shall be amortized over the term of the sublease), to the extent that the same exceeds the base rent payable by the Lessee hereunder in respect of the equivalent period. Any such payment shall be made by Lessee to Lessor on a monthly basis.

16. SUBORDINATION. This lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the Premises are a part and the Lessee shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage.

17. LESSOR'S ACCESS. The Lessor or agents of the Lessor may, at reasonable times, enter to view the Premises and may remove placards and signs not approved and affixed as herein provided,

and make repairs and alterations as Lessor (provided such repairs and alterations do not materially interfere with Lessee's use of the Premises) should elect to do and may show the Premises to others, and at any time within six (6) months before the expiration of the term, may affix to any suitable part of the Premises a notice for letting or selling the Premises or property of which the Premises are a part and keep the same so affixed without hindrance or molestation.

18. INDEMNIFICATION AND LIABILITY. Lessee shall defend, indemnify and save Lessor and its agents and employees harmless against and from all liabilities, obligations, damages, penalties, claims, costs, charges and expenses, including reasonable attorneys' fees, which may be imposed upon, incurred by or asserted against Lessor and/or its agents, by reason of any of the following occurring during the term of this lease, as it may be extended, or during any period of time prior to the Commencement Date: (a) any work or thing being done in or about the Premises or any part thereof by or at the request of Lessee, its agents, contractors, sub-contractors, servants, employees, licensees or invitees; (b) any negligence or otherwise wrongful act or omission on the part of Lessee or any of its agents, contractors, subcontractors, servants, employees, sublessees, licensees or invitees; (c) any accident, injury or damage to any person or property occurring in, on or about the Premises or any part thereof; or (d) any failure on the part of Lessee to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this lease. In case any action or proceeding is brought against Lessor by reason of any such claim, Lessee upon written notice from Lessor, shall at Lessee's expense resist or defend such action or proceeding by counsel reasonably approved by Lessor.

19. LESSEE'S LIABILITY INSURANCE. The Lessee shall maintain with respect to the Premises, comprehensive public liability insurance in the amount of a One Million and 00/100 (\$1,000,000) Dollars with property damage insurance in limits of One Million and 00/100 (\$1,000,000) Dollars in responsible companies qualified to do business in the Commonwealth of Massachusetts and in good standing therein insuring the Lessor as well as Lessee against injury to persons or damage to property as provided. The Lessee shall deposit with the Lessor certificates for such insurance at or prior to the commencement of the term, and thereafter within thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policies shall not be cancelled without at least ten (10) days prior written notice to each assured named therein.

20. FIRE, CASUALTY, EMINENT DOMAIN. Should twenty-five (25%) percent or more of the Premises, the Building or the Property be substantially damaged by fire or other casualty, or be taken by eminent domain, the Lessor may elect to terminate this lease. When such fire, casualty, or taking renders the Premises substantially unsuitable for its intended use, a just and proportionate abatement of rent shall be made, and the Lessee may elect to terminate this lease if:

(a) The Lessor fails to give written notice within thirty (30) day of intention to restore the Premises, or

(b) The Lessor fails to restore the Premises to a condition substantially suitable for its intended use within ninety (90) days of said fire, casualty or taking.

The Lessor reserves, and the Lessee grants to Lessor, all rights which the Lessee may have for damages or injury to the Premises for any taking by eminent domain, except for damage to the Lessee's fixtures, property or equipment and other damage and loss peculiar to the Lessee.

21. DEFAULT OF LESSEE.

(a) Events of Default. Subject to Lessee's right to notice and opportunity to cure specified in subsection (b) hereunder, Lessee shall be deemed to be in default of its obligations under this Lease upon the occurrence of any of the following:

- (i) Lessee's failure to pay base rent, additional rent or any other sums due under this Lease within seven days when due;
- (ii) Lessee's failure to perform any covenant, promise or obligation contained in this lease;
- (iii) The appointment of a receiver or trustee for all or substantially all of Lessee's assets;
- (iv) Lessee's voluntarily petition for relief under, any bankruptcy or insolvency law;
- (v) The sale of Lessee's interest under this lease by execution or other legal process;
- (vi) The seizure, sequestration or impounding by virtue or under authority of any legal proceeding of all or substantially all of the personal property or fixtures of Lessee used in or incident to the operation of the Premises;
- (vii) Lessee's making an assignment of this lease for the benefit of creditors;
- (viii) Any sale, transfer, assignment, subleasing, concession, license, or other disposition prohibited under Article 19 under this lease; or
- (ix) Lessee shall do or permit to be done anything that creates a lien upon the Premises and shall fail to obtain the release of any such lien or bond off any such lien as required herein.

(b) Notice; Right to Cure. Lessee shall be deemed in default of this Lease upon the continued occurrence of (i) the occurrence of any event specified in (ii) of subsection (a) above that is not cured by Lessee within thirty (30) days from Lessee's receipt of written notice from Lessor (provided this thirty (30) day cure period shall be extended for such reasonable period of time as is necessary to cure the default, if the default is not reasonably capable of cure within said thirty (30) day period and Lessee commences and continues to diligently cure the alleged default), or (ii) the occurrence of any event specified in (iii) through (ix) of subsection (a) above. In the event of any such default, Lessor may give to Lessee a notice of intention to terminate the term of this lease at the expiration of five (5) days from the date of service of such notice of intention, and upon the expiration of said five (5) days this lease and the term and estate hereby granted, shall terminate with the same effect as if that day were the expiration date, but Lessee shall remain liable for damages as hereinafter provided.

(c) Lessor's Remedies. Upon Lessee's default hereunder Lessor may exercise the following options:

(i) Lessor's Right of Re-Entry and to Damages. Should any Event of Default occur then, notwithstanding any license of any former breach of covenant or waiver of the benefit hereof

or consent in a former instance, the Lessor lawfully may, in addition to any remedies otherwise available to the Lessor, immediately or at any time thereafter, and without demand or notice, enter into and upon the Premises or any part thereof in the name of the whole and repossess the same as of the Lessor's former estate, and expel the Lessee and those claiming through or under it and remove its or their effects without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant and/or the Lessor may send written notice to the Lessee terminating the term of this Lease; and upon the first to occur of (i) entry as aforesaid; or (ii) the fifth (5th) day following giving of such notice of termination as per Section 21(b) above, the term of this Lease shall terminate. The Lessee covenants and agrees, notwithstanding any termination of this lease as aforesaid or any entry or re-entry by the Lessor, whether by summary proceedings, termination or otherwise, to pay and be liable for on the days originally fixed herein for the payment thereof, amounts equal to the several installments of rent and other charges reserved as they would, under the terms of this lease, become due if this lease had not been terminated or if the Lessor had not entered or re-entered, as aforesaid, and whether the Premises be relet or remain vacant, in whole or in part, or for a period less than the remainder of the term, and for the whole thereof; but in the event the Premises be relet by the Lessor, the Lessee shall be entitled to a credit in the net amount of rent received by the Lessor in reletting, after deduction of all expenses incurred in reletting the Premises (including, without limitation, remodeling costs, brokerage fees and the like), and in collecting the rent in connection therewith. It is specifically understood and agreed that the Lessor shall be entitled to take into account in connection with any reletting of the Premises all relevant factors which would be taken into account by a sophisticated developer in securing a replacement tenant for the Premises, and the Lessor shall not be compelled to re-let other than for the Permitted Use; and the Lessee hereby waives, to the extent permitted by applicable law, any obligation the Lessor may have to mitigate the Lessee's damages. As an alternative at the election of the Lessor, the Lessee shall upon such termination pay to the Lessor, as damages, such a sum as at the time of such termination represents the amount of the excess, if any, of the total rent and other benefits which would have accrued to the Lessor under this Lease for the remainder of the term if the lease terms had been fully complied with by Lessee over and above the then rental value of the Premises for the balance of the term.

(ii) Lessor's Right to Cure. If the Lessee shall default in any of its obligations hereunder, the Lessor may at its option cure the default at the expense of the Lessee. Any sums expended by the Lessor under this provision shall be deemed to be Additional Rent for nonpayment of which the Lessor shall have the same remedies as in the case of nonpayment of any other rent hereunder.

(iii) Remedies Cumulative. Any and all rights and remedies which Lessor may have under this lease, and at law and equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time insofar as permitted by law.

22. NOTICES. Any notice from the Lessor to the Lessee relating to the Premises or to the occupancy thereof, shall be deemed duly served, if hand delivered mailed to the Lessee at the Premises, registered or certified mail, return receipt requested, postage prepaid or be recognized overnight carrier, addressed to the Lessee. Any notice from the Lessee to the Lessor relating to the Premises or to the occupancy thereof, shall be deemed duly served, if hand delivered or mailed to the Lessor by registered or certified mail, return receipt requested, postage prepaid or by recognized overnight carrier, addressed to the Lessor at such address as the Lessor may from time to time advise in writing. All rent notices shall be sent to the Lessor at 157 Bedford Street, Lakeville, Massachusetts.

23. SURRENDER. The Lessee shall at the expiration or other termination of this lease remove all Lessee's goods and effect from the Premises, (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the Lessee, either inside or outside the Premises). Lessee shall deliver to the Lessor the Premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Premises, in good condition, damage by fire or other casualty only excepted. In the event of the Lessee's failure to remove any of Lessee's property from the Premises, Lessor is hereby authorized, without liability to Lessee for loss or damage thereto, and at the sole risk of Lessee, to remove and store any of the Lessee's property at Lessee's expense, or to retain same under Lessor's control or to sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

24. LESSEE'S WORK. The Lessee shall be entitled to perform such leasehold improvements to the Premises as it deems necessary to operate its business at the Premises at its sole cost and expense provided that the Lessee complies with all provisions hereof. The Lessee's taking possession of the Premises shall be conclusive evidence of the Lessee's acceptance thereof and the Lessee's acknowledgment that the same is in good order and satisfactory condition and that the Lessor has complied with all of the terms and conditions of this lease. The Lessee agrees that no representations or warranties, express or implied, respecting the condition of the Premises and no promises to decorate, alter, repair or improve the Premises either before or after the execution hereof have been made by Lessor or its agents to Lessee unless the same are contained herein and made a part hereof. All work done by the Lessee to the Premises shall be done by Lessee at Lessee's sole cost and expense and in conformity with Lessee's plans and specifications approved by Lessor prior to Lessee's commencing Lessee's work. The submission to Lessor by Lessee of plans and specifications (and any revisions thereof) shall constitute a warranty by Lessee that the work provided for therein is in conformity with all legal requirements; and no approval by Lessor of Lessee's plans (and any revisions thereof) shall constitute in any manner a waiver by Lessor of Lessor's right under this warranty. Lessee acknowledges and agrees that any review or approval by Lessor of any construction drawings, plans or specifications, and/or any changes thereto, shall not create any liability or responsibility on the part of the Lessor for any design contained therein. Lessee's work shall be done in a good and workmanlike manner, using new and first class equipment and materials only, and in conformity with all legal requirements.

25. TRIPLE NET LEASE. The Lessor and Lessee acknowledge that the within lease is a so called "Triple Net Lease". It is the intent of the parties that all base rent paid to the Lessor hereunder shall be net to the Lessor and the Lessee shall be responsible for the payment of its pro rata share of all the expenses of operating the Building and the Property as provided herein.

26. LATE PAYMENTS OF RENT. If any installment of base rent or Additional Rent, is paid five (5) days or more after the date when the same becomes due, or has been billed to the Lessee by the Lessor, as the case may be, a ten (10%) percent late charge shall be assessed on said amount due.

27. BROKER'S COMMISSION. It is agreed by and between the parties hereto that no broker or agent brought about the lease of the within premises. If it should be determined that any broker or agent is due a commission, the party engaging the services of such broker or agent shall be fully and solely obligated to pay such commission.

28. HAZARDOUS WASTE. The Lessee shall not permit any violation to exist with respect to the Premises under any federal, state or local laws, rules and regulations now or hereafter in effect with

respect to oil, hazardous wastes or hazardous materials, or toxic substances, or the release or disposal thereof. Lessee shall not use all or any portion of the Premises for the generation, storage, treatment, use or disposal of any substance for which a license or permit is required by Massachusetts General Laws, Chapter 21C without the prior written consent of the Lessor. Without limitation express or implied upon any other requirements of this lease, the Lessee shall pay all such sums and take all such actions as may be required to avoid or discharge the imposition of any lien on the Premises or other property of the Lessee under Massachusetts General Laws, Chapter 21E or applicable federal law as the same may be amended from time to time, resulting from Lessee's failure to comply with the terms of this Section 29, and the Lessee shall indemnify and save harmless the Lessor from any and all losses, claims, liabilities and expenses, including without limitation attorneys' fees incurred or suffered by the Lessor by virtue of the provisions thereof as applied to the Premises.

(a) The Lessee shall not:

(i) generate (except with the prior written consent of the Lessor and in compliance with all laws, ordinances, and regulations pertaining thereto) any hazardous material or oil on the Premises, store (except with the prior written consent of Lessor and in compliance with all laws, ordinances, and regulations pertaining thereto), or dispose of any hazardous material or oil on the Premises; or

(ii) directly or indirectly transport or arrange for the transport of any hazardous material or oil (except with the prior written consent of the Lessor and in compliance with all laws, ordinances, and regulations pertaining thereto).

(b) The Lessee shall indemnify, defend, and hold the Lessor harmless from and against any claim brought or threatened against the Lessor by the Lessee, any guarantor or endorser of the obligation of the Lessee, or any governmental agency or authority or any other person (as well as from attorneys' reasonable fees and expenses in connection therewith) on account of the failure by the Lessee to comply with the terms and provisions hereof. This indemnification shall survive any termination of this lease.

29. MISCELLANEOUS (a) Waiver. It is understood and agreed that the granting of any consent by Lessor to Lessee to perform any act of Lessee requiring Lessor's consent under the terms of this Lease, or the failure on the part of the Lessor to object to any such action taken by Lessee without Lessor's consent, shall not be deemed a waiver by the Lessor of its rights to require such consent for any further similar act by Lessee. Lessee hereby expressly covenants and warrants that it shall not claim any waiver on the part of Lessor of the requirement to secure such consent with regard to matters requiring Lessor's consent.

(b) Captions and Section Numbers. The captions and section numbers appearing in this lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections.

(c) Entire Agreement. This lease and any attachments hereto and forming a part hereof set forth all the covenants, promises, agreements, conditions, and understandings between Lessor and Lessee concerning the Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, other than as herein set forth. No subsequent alteration, amendment, change or addition to this lease shall be binding upon Lessor or Lessee until reduced to writing and signed by Lessor and Lessee.

(d) Lessee and Lessor Defined, Use of Pronoun. The words "Lessee" and "Lessor" shall mean each party mentioned as Lessee or Lessor herein, whether one or more, and their respective heirs, executors, administrators, successors, and assigns. If there is more than one party any notice required or permitted may be given to any one thereof, and such notice to one shall be deemed notice to all. The use of the singular pronoun to refer to Lessee or Lessor shall be deemed proper regardless of the number of parties.

(e) Partial Invalidity. If any term, covenant or condition of this lease, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this lease or the application of such term, covenant, or condition to persons or circumstances other than those as to which it was held invalid or unenforceable, shall not be affected thereby and each term, covenant, or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.

(f) Applicable Law. This Lease shall be construed according to the laws of the Commonwealth of Massachusetts.

(g) Recording. A memorandum of this may be recorded by Lessor or Lessee in the Registry of Deeds at the recording party's expense.

(h) Costs of Enforcement. In the event that Lessor shall bring an action to recover any sum due hereunder or for any breach hereunder and shall obtain a judgment in its favor, or in the event that Lessor shall retain an attorney for the purpose of collecting any sum due hereunder or construing or enforcing any of the terms or conditions hereof or protecting its interest in any bankruptcy, receivership, or insolvency proceeding or otherwise against the Lessee, the Lessor shall be entitled to recover all reasonable costs and expenses incurred, including reasonable attorneys' and legal assistants' fees prior to trial, at trial, and on appeal and for post-judgment proceedings.

(i) Successors. The provisions of this lease shall inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors, and assigns of Lessor and Lessee.

(j) Force Majeure. In any case where either party hereto is required to do any act (other than the Lessee's obligation to pay base rent or any Additional Rent) under this lease, the time for such performance shall be extended by the period of delay caused by fire or other casualty, labor, materials, or equipment, government regulations or other causes beyond the reasonable control of such party. In no event shall Lessee be excused from making any rent payments due hereunder as a result of a permitted delay.

(k) No Accord and Satisfaction. No acceptance by Lessor of a lesser sum than the base rent or additional rent then due shall be deemed to be other than on account of the earliest installment of such rent or charge due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent or other charge be deemed an accord and satisfaction, and Lessor may accept such check or payment on account and without prejudice to Lessor's right to recover the balance of such installment or pursue any other remedy provided in this lease.

(l) Waiver of Trial by Jury. The parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other

on any matters whatsoever arising out of or in any way connected with this lease, the relationship of Lessor and Lessee or Lessee's use and occupancy of the Premises, and/or claim of injury or damage.

Executed this 5 day of September, 2023.

LESSEE
Kantara, Inc.

LESSOR
Kantara Real Estate, LLC

By: Kirit Patel
Kirit Patel, President

By: Kirit Patel
Kirit Patel, LLC Manager

FLOOR PLAN

© 1991 GDS 4353
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License #00011-PK-0584

LICENSE ALCOHOLIC BEVERAGES

THE LICENSING BOARD OF
TOWN LAKEVILLE

The.....of.....

MASSACHUSETTS

HEREBY GRANTS A

RETAIL PACKAGE GOODS STORE

License to Expose, Keep for Sale, and to Sell
All Kinds of Alcoholic Beverages

Not To Be Drunk On the Premises

To.....Tamarack Wine & Spirits, Inc., David J. Donnelly, Jr., Manager.....

.....
on the following described premises 157 Bedford Street, Lakeville, MA
Two-story wooden building with basement having entrances on north and south
sides of building. Storage in first floor storage room and basement.
.....

.....
This license is granted and accepted upon the express condition that the
licensee shall, in all respects, conform to all the provisions of the Liquor Control
Act, Chapter 138 of the General Laws, as amended, and any rules or regulations
made thereunder by the licensing authorities. This license expires December 31st,
20..23., unless earlier suspended, cancelled or revoked.

IN TESTIMONY WHEREOF, the undersigned have hereunto affixed their
official signatures this.....19th.....day of.....December.....20.22..

The Hours during which Alcoholic
Beverages may be sold are

From... 8:00 AM to 11:00 PM.....
Monday through Saturday
Sundays 10:00 AM to 9:00 PM
.....
.....
.....

Spraine Carter
Elizabeth Fabron
R.P.

LICENSING BOARD

THIS LICENSE SHALL BE DISPLAYED ON THE PREMISES IN A CONSPICUOUS POSITION WHERE IT CAN EASILY BE READ

DOR/DUA CERTIFICATES



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

mass.gov/dor

Letter ID: L0897250592
Notice Date: June 20, 2023
Case ID: 0-002-063-879



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



TAMARACK WINE & SPIRITS INC
157 BEDFORD ST
LAKEVILLE MA 02347-1509



Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



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

Maura Healey
GOVERNOR
Kim Driscoll
LT. GOVERNOR



432350783

Lauren E. Jones
SECRETARY
Katie Dishnica
DIRECTOR

TAMARACK WINE & SPIRITS INC
157 BEDFORD STREET
LAKEVILLE, MA 02347

EAN: 84194800
August 03, 2023

Certificate Id:73089

The Department of Unemployment Assistance certifies that as of 8/3/2023, TAMARACK WINE & SPIRITS INC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

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

Katie Dishnica, Director

Department of Unemployment Assistance

APPLICATION

