

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>Monday, December 11, 2023 @ 5:30 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 November 29, 2023
4. 6:15 PM Liquor License Transfer Hearing – LeBaron Hills Country Club – 183 Rhode Island Road
5. Discuss and possible vote to approve ARPA funding requests from the Park Commission for the Gamache Playground and North Fields Parking Lot project
6. Discuss and possible vote to approve additional staffing for the Fire Department
7. Discuss process and possible vote regarding appointment of an interim Town Administrator
8. Discuss process and possible vote regarding appointment of permanent Town Administrator
9. Discussion on anything learned about the potential 43 Main Street (Lakeville Hospital) project from the December 5th informational meeting
10. Discuss designating a member of the Select Board as FY25 Budget Liaison
11. Review and possible vote to approve annual Class I and Class II License Renewals (see attached list of locations)
12. Review and possible vote to approve annual Common Victualler License Renewals (see attached list of locations)
13. Review and possible vote to approve annual Dancing on Weekdays; Public Entertainment on Sundays and Coin Operated Amusement Licenses (see attached list of locations)
14. Discuss and possible vote on request for a Dancing on Weekdays License and Public Entertainment on Sundays License-The Back Nine Club – 17 Heritage Hill Drive
15. Discuss and possible vote to approve a change of manager for The Back Nine Club – 17 Heritage Hill Drive

16. Building Committee Updates:
 - a. Senior Center Feasibility Study
 - b. Fire Station Building Committee
 - c. Old Colony Feasibility Study
17. New Business
18. Old Business
19. 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.

DANCING ON WEEKENDS

<u>LICENSEE</u>	<u>ADDRESS</u>
Lakeville Golf Club	44 Clear Pond Road
LeBaron Hills Country Club	83 Rhode Island Road
Orchid of Hawaii	201 Bedford Street
Fraternal Order of Eagles	217 County Street

PUBLIC ENTERTAINMENT ON SUNDAYS

Lakeville Golf Club	44 Clear Pond Road
Lakeville Eagles	217 County Street
Orchid of Hawaii	201 Bedford Street
LeBaron Country Club	83 Rhode Island Road

COIN OPERATED AMUSEMENTS

Lakeville Eagles	217 County Street
Lakeville Golf Club	44 Clear Pond Road

LIVERY LICENSES

JP's Limousine	16 North Precinct Street

COMMON VICTUALLER LICENSES

MAJTT Properties, LLC dba Fat Cousins	166 County Street	
Ocean Spray (Nexdine)	One Ocean Spray Drive	
F/L Regional Schools (Aramark)		
Back Nine Club	17 Heritage Hill Drive	
Lakeville Eagles	217 County Street	
LeBaron Hill Country Club	183 Rhode Island Road	
J & J's Seafood Drive-in	County Road	
Royal Pizza	68 Main Street	
Subway	330 Bedford Street	
Sunshine Café	12 Harding Street	
Lakeville Golf Club	44 Clear Pond Road	
Orchid of Hawaii Restaurant	201 Bedford Street	
Baldies Pizzeria	40 Main Street	
Dunkin Donuts	330 Bedford Street	
Poquoy Brook Pub	20 Leonard Street	
Ken & L Inc., dba Saga Sushi	9 Harding Street	

CLASS II LICENSE RENEWALS

Sha-Nic Autobody	35 Bedford Street	
Chris Altieri, dba C&E Enterprises	43 Freetown Street	
Andrews Family Automotive	79 Main Street	
Linda Bury, dba Elite Auto Sales	431 Bedford Street	
Leonardo Solana, dba Solana Auto Sales	18 Staples Shore Road	
David Rose, dba Dave's Auto	67 Main Street	

CLASS 1 LICENSE RENEWAL

Rousseau's Rentals, Inc	150 Bedford Street	
Crossroads Great Outdoors	8 Harding Street	

**AGENDA ITEM # 1
DECEMBER 11, 2023**

SELECT BOARD ANNOUNCEMENTS

At a previous meeting we announced the Legally Blonde Old Colony Theater Club production, however, there has been a change of dates to January 12, 13 and 14 with the same times.

**AGENDA ITEM #2
DECEMBER 11, 2023**

TOWN ADMINISTRATOR ANNOUNCEMENTS

**AGENDA ITEM #3
DECEMBER 11, 2023**

**DISCUSS AND POSSIBLE VOTE TO APPROVE SELECT
BOARD MINUTES OF NOVEMBER 29, 2023**

TOWN OF LAKEVILLE
Select Board Meeting Minutes
November 29, 2023 – 5:30 PM

REMOTE MEETING

On November 29, 2023, the Select Board held a meeting at 5:30 PM remotely from various locations. The meeting was called to order at 5:37 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.

In accordance with the provisions allowed by Chapter 2 of the Acts of 2023, the **November 29, 2023** public meeting of the **Lakeville Select Board** will be held remotely. **However, to view this meeting in progress, please go to facebook.com/LakeCAM (you do not need a Facebook account to view the meeting). This meeting will be recorded and available to be viewed at a later date at <http://www.lakecam.tv/>**

Discuss Loon Pond Lodge contract terms and process – possible meeting with Park Commission

Present for the discussion were members of the Park Commission: Melisa Turcotte, Chair, Michael Smith, Paula Houle, Scott Holmes, and Brynna Donahue. Chair Turcotte opened the Park Commission meeting at 5:37 PM.

Chair Turcotte said the Request for Proposals (RFP) was reviewed from the last time and some of the items were changed, including adding a flat payment option. Food was being prepared at the Lodge and being transported elsewhere, so now the utilities are being paid for whoever wins the bid. We followed procurement rules and posted where it was supposed to be posted, but maybe not where we would have liked to see it. We received one (1) bid and that was disappointing. Mr. Smith asked where it was posted. Chair Turcotte said it was in Nemasket Week. Ms. Craig-McGee said it was posted on CommBuys; Nemasket Week; Goods and Services; and the Central Register. Mr. Smith asked if it was on the Town's website. Ms. Craig-McGee explained that she does not post procurement on the website as she does not know who has the specifications so that can be a concern over bid challenges about bidders not receiving addendas. She requests that bidder email her to receive the specifications and the specifications will be emailed. That allows her to have a complete list of people asking for specifications. Mr. Smith asked if it was posted on the bulletin board at Town Hall. Ms. Craig-McGee said she will check on that. Mr. Smith said it was required to be posted near the Town Offices. Chairman Day asked how many people requested the bid materials? Ms. Craig-McGee said there were mainly the bid companies that are national, so the bid was in their publications. She thought maybe three (3) companies requested the specifications. Mr. Smith said this is important moneywise for the Parks. We did less than minimum for advertising. We have the ability to contact vendors and send them the RFP. We did not put it in the Taunton, Fall River and New Bedford papers. The only one that knew about it was Boston Tavern because someone told them about it. Park Chair Turcotte said Boston Tavern called the office about the contract. Mr. Smith asked if anyone else called for information or email about the bid. Ms. Craig-McGee said Boston Tavern sent an email asking for the bid specifications and she told them once they were

properly published, they needed to send an email requesting the specifications, which they did once published. Chairman Day said he received an email from a local restaurateur about the bid after it was closed. Mr. Smith asked why did we just do the minimum for this? Why didn't we invite other vendors or contact the Park Commission to let them know it was out? We did the bare minimum and received one (1) bid, which the Park Commission turned down. Mr. Sky said the Select Board awards the bid. Ms. Craig-McGee said when the Nemasket Week came to be, the Select Board voted to designate the Nemasket Week as our official newspaper. She was instructed to place all legal ads in the Nemasket Week. Mr. Sky said a lot of people knew it was on the street. Park Chair Turcotte said that Mr. Smith could have reached out to people. We all had the same chance to go out and tell people. Ms. Craig-McGee said as far as procurement goes, she does not solicit interest from companies unless directed by the Department doing the procurement. If she had been asked to send the RFP to specific companies, she would have, but no guidance was received. Mr. Smith said we didn't maximize the amount of bids by putting it in that newspaper.

Park Chair Turcotte said the Park Commission voted to reject this bid and send it out to bid again. Is that a viable option? Mr. Smith said it states in the RFP that all bids can be rejected and go back out to bid. Mr. Sky asked what is the basis for rejecting the bid? Mr. Smith said it is not enough money. Mr. Sky said it is more than what we are getting now. Chairman Day said we would love to have more people bid on it; the last time only three (3) people bid on it. There was one (1) bid and we can have negotiation on the bid. It would be putting us in a risky position to go back out to bid. Ms. Craig-McGee said that bid is now a public document; if we went out to bid, anyone bidding can request a copy of Boston Tavern's bid and that may cause an issue. Mr. Smith said he didn't feel there were any legal implications. Mr. Sky reviewed the financial implications. A percentage fee was provided of 14% based on assumption that Boston Tavern's revenue would be much higher and there was a flat fee of \$9,500 per month for the first year; \$10,500 per month for the second year and \$11,500 for the third year. That would be 5% more in the first year than we are currently receiving. In addition, the RFP requires the vendor to pay all utility costs at the facility. Right now, they reimburse us for the utilities using the extraordinary expenses clause in the current contract of \$608 per month. The utilities are running about \$30,000 per year, so the low estimate will be \$30,000 plus for the year. It is well over \$100,000 in revenue for the Town over the length of the contract. Mr. Smith said we have costs for the Park Department and we can't keep pushing that on our residents. Our capital account is less and less. He would like to get a better pot because there are capital issues that we will need. At this level, which is better, it is going to catch up to us to where we are today. Mr. Sky said you are talking about a 15% to 20% increase in revenue from last year. Mr. Smith said expenses are going up and we have to raise prices. We are responsible for repairs and maintenance for Loon Pond Lodge; is that a Park issue or Town. Mr. Sky said the Town has paid for repairs at the facility. Mr. Smith said we turned the bid down because we didn't think it would sustain us for the next three (3) years because of expenses. Chairman Day said what number are you looking for? With the flat fee there are 12%, 24% and 36% gains in years 1-3. There is no guarantee if we rebid that we get more. Park Chair Turcotte said the Park Commission agreed on the flat fee, plus the room fees. They have 50% more weddings next year than this year, so that increases the room fees. There was a miscommunication on the room fees. Boston Tavern did not understand that the flat fee included the room fees. Mr. Sky said we will receive the room fees.

Member Carboni said everyone has expenses and they will increase. You can't put this on the back of whoever manages the Loon Pond Lodge. Have they been a good business partner for the

last contract? Mr. Smith said as far as payment, he doesn't know. The previous contract was never enforced. We were supposed to audit the figures and receive CORI forms. Did they pay us on time, yes. Did they pay us correctly: he doesn't know. Ms. Donahue said she doesn't have an issue with the contract, but the one reason it is a good contract is because Boston Tavern made a mistake in their negotiations. The fact that someone contacted you after the fact to ask when bidding was happening suggests that maybe it didn't go out the right way.

Mr. Smith asked what was Boston Tavern's score? Mr. Sky said there was one (1) bidder so it wasn't scored. Mr. Smith said when you do a score sheet a minimum must be met. Mr. Sky said what matters is that it is a financially advantageous contract for the Town. Chairman Day said there were three (3) bidders the last time and we scored them prior to opening the price proposals. Mr. Smith said Boston Tavern did not get the highest score last time. Chairman Day said he thought they were within one (1) point. Member Fabian said the Florida company was in third place. For another candidate there was an issue getting references. She had two (2) references that she could not get reference from. Member Fabian expressed her thoughts that there should have been a larger group working on this RFP. More people involved would mean more groups having these discussions on agendas. If we had a bigger group, perhaps all these things would have been hashed out. She didn't know it was going out as a flat fee because her immediate response was does this mean everyone is thinking we are at a finite number and are okay with a flat fee. From a budget perspective, it is easier knowing what you are getting. Chairman Day said we are speculating if that would have meant more bids. Member Fabian said maybe not, but more people would have known what is going on. Park Chair Turcotte said each company was supposed to submit a flat fee and percentage. We met with Boston Tavern and asked him if he could do better than 14% and he said no. If we didn't have the flat fee, we would have lost money. The math comes out to a \$5,000 difference.

Chairman Day said ultimately the Select Board awards the contract. The flat fee has been granted. Do we move forward or roll the dice and go back out, understanding it could be worse? Mr. Smith said it just came to the Park Commission for a vote at the last meeting. Chairman Day asked was there any discussion prior to that meeting. Mr. Smith said it was brought up at a meeting and we asked Park Chair Turcotte to add some things into the RFP. Park Chair Turcotte said we discussed some things two (2) meeting before. Ms. Donahue said we agreed to accept it as an official bid. This came up at the last meeting because we did not know about the advertising and why there was only one (1) bidder. Chairman Day said the State procurement rules were followed and because someone else said they didn't have the opportunity to submit a bid, we are not going to turn away the bid that we have from following the requirements. Mr. Smith said his concern is we feel that just following State procurement, which is the minimum, was enough. Park Chair Turcotte said Ms. Craig-McGee did more than that, but she put it on other websites as well, which is above the minimum. Mr. Smith said it had to go in Goods and Services because it was above \$100,000. Mr. Smith said when you go to these State websites, there is too much to go through. No one knows about those. If our goal is to find someone locally, we advertise locally. Chairman Day asked would it have been advertised the same three (3) years ago. Ms. Craig-McGee said yes. Chairman Day said the person that is complaining saw it in that system last time. Mr. Smith said we could have done better if we got more bids. Chairman Day said if that person complaining had not reached out to you, would we be having this conversation. Mr. Smith said he reached out to them and other people. Member Fabian said you said we are getting the room fees. Do they reference anywhere in

here about the room fees? Mr. Sky said there were questions about that and we met with them. They sent an email that the room fees would be paid. Member Fabian said they estimated a \$1 million sale goal before and that was tough for them. Also, COVID affected them reaching their goals. They have a similar projection here and staffing commitments of seven (7) days a week. Mr. Sky said he will forward the email to the Board. Mr. Smith said we are making more money, but he thinks we could have done better. We should have been better and cleaner. Not sure what rules we broke, but he knows we did. Our previous Select Board Chair dropped off documents to two (2) restaurants. Chairman Day said it's not fair to say we are breaking rules; you need to be specific. Mr. Smith said the person with the highest score did not get the bid; it went to the second highest score. Is that a rule broken? We had to be better when this was done this time. Park Chair Turcotte said the RFP stated that the highest score may not get the contract. Member Fabian said she called references and could not get them. Member Fabian said there were three (3) the member each took one (1) reference. She could not verify her reference and tried to verify the 4th reference and could not verify that either. She could not award any points on that category. Ms. Donahue asked if the other two (2) references come through. Member Fabian said she doesn't remember. Chairman Day said the other problem was that the RFP said no management fees. The top scorer had a management fee in the proposal. Chairman Day said the scoring was done prior to the proposals so then we saw that they were calling for a management fee. Mr. Smith said the Select Board should make their decision and he will honor it. We can have a conversation about going forward in the future. Member Fabian said she knows that Boston Tavern has never heard them be upset about Town functions. The elections can be planned for in advance. There was an issue with the Cranberry Trifest this summer, but she wants to have this all worked out. Mr. Sky said we can provide some language in the contract regarding that. Park Chair Turcotte said Town Counsel said that would be hashed out once awarded. When we met with them previously, he had no issue with the elections. Room fees have always been paid, but certain events do not pay room fees, but are not on weekends. They received money from food and beverages. There is one event that takes up weekends and that is a Town event.

Mr. Sky said we can start to draft a contract, but need guidance on the fee scenario. Chairman Day said so we have either 14% for each year of the flat fee that escalates. Mr. Sky said the percentage depends on the business. They paid \$50,000 on fees over the past four (4) months in the 16% scenario. If they met their \$1 million estimate, the 14% would be more than the flat fee. Member Fabian said the flat fee is safer for us, but if something like COVID hits again, she doesn't want a business going under because they have no revenue coming in. Mr. Smith said he pushed for the flat when you do a percentage you are now a business partner with them and must audit their figures. The Town Accountant doesn't have time for that. At least we know now what we will get. We need a figure we are comfortable with. We won't suffer if they don't make \$1 million. Mr. Sky said he estimates a revenue of \$170,000 with the flat fee plus room fees and utilities. The room fees depend on the activity that Boston Tavern generates. Then it increases by \$12,000 in Year 2. Chairman Day said utility costs are covered. Member Fabian said that is a gain for us. Mr. Sky said we will be billed, but they will pay us. Park Chair Turcotte said Boston Tavern has been a good partner and are willing to work with us. If we work together as a team, that relationship will be fine.

Chairman Day said there was not a vote on the agenda, just a discussion. What are the next steps? Mr. Sky said we have not drafted the contract yet because we wanted your guidance. We need time

to put it together and have it reviewed. Member Fabian said Mr. Sky is asking us whether we should go either percentage or flat rate. Ms. Donahue said the Park Commission discussed that part in the event we could not go out to bid and more of us leaned towards the flat fee. Member Carboni said she likes the flat fee because it makes the expectations easier on everyone. If it doesn't work, next contract we don't do it. Member Fabian agreed. Chairman Day said a 36% increase in three (3) years is a good return, plus the room fees and utility costs. It is hard to look at performance with COVID. Mr. Smith said if the vendor is sold, do we have any protection. Attorney Randazzo said we can provide for that in the agreement. Mr. Sky said we can put in provisions for survivorship. He would advise the Board for the future to start this process two (2) years into the contract due to event bookings. We will start putting a contract together with a flat fee.

Upon a motion made by Mr. Smith and seconded by Ms. Donahue, it was:

VOTED: To adjourn the Park Commission meeting at 6:44 PM.
Unanimous in favor.

Executive Session

At 6:46 PM, upon a motion made by Member Carboni and seconded by Member Fabian, it was:

VOTED: To enter Executive Session pursuant to M.G.L c.30A Sec. 21(a)(3) to discuss strategy with respect to collective bargaining, specifically with the PBA Local 185 if an open meeting may have a detrimental effect on the bargaining position of the public body and the Chair so declares; and pursuant to M.G.L c.30A Sec. 21(a)(3) to discuss strategy with respect to litigation (Bountiful Farms) if an open meeting may have a detrimental effect on the litigating position of the public body and the Chair so declares, and votes may be taken and pursuant to M.G.L c.30A Sec. 21(a)(2) to conduct strategy session in preparation for negotiations with non-union personnel (Town Administrator) and/or conduct contract negotiations with non-union personnel (Town Administrator) and pursuant to M.G.L. c.30A Sec. 21(a)(7) to comply with the Open Meeting Law, M.G.L. c.30(a) Sec. 22(f): approval of Executive Session Minutes for August 29, 2023 and not to return to Open Session.
Polled vote: Member Carboni – aye; Member Fabian – aye and Chairman Day – aye.

List of documents provided at the Select Board Meeting of November 29, 2023

1. Financial information regarding Park Enterprise Fund; memo from Department of Public Works Director; memo from Facilities Director; memo from Building Commissioner
2. Executive Session materials

**AGENDA ITEM #4
DECEMBER 11, 2023**

**LIQUOR LICENSE TRANSFER HEARING
LEBARON HILLS COUNTRY CLUB – 183 RHODE ISLAND
ROAD**

Notes:

LeBaron Hills Country Club, LLC dba LeBaron Hills Country Club is applying for a transfer of the On Premises Restaurant All Alcoholic Beverages License for the property located at 183 Rhode Island Road. 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 On Premises Restaurant All Alcoholic Beverages License from LeBaron Operating Company, LLC dba LeBaron Hills Country Club to LeBaron Hills Country Club, LLC/dba LeBaron Hills Country Club.

LEGAL ADVERTISEMENTS



**TOWN OF LAKEVILLE
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 Monday, December 11, 2023 on the application of LeBaron Hills Country Club, LLC, dba LeBaron Hills Country Club for a transfer of the On Premises All Alcoholic Beverages Restaurant license for the property located at 183 Rhode Island Road, 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, Chairmar
Evagelia Fabiar
Lorraine Carbor
Lakeville Select Board

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 #: be73299c-6865-4a97-b241-46d01ad97a08

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	0024-RS-0584	\$200.00
		\$200.00

Total Convenience Fee: \$4.70

Date Paid: 11/5/2023 6:41:37 AM EDT

Total Amount Paid: \$204.70

Payment On Behalf Of

License Number or Business Name:
0024-RS-0584

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
Craig

Last Name:
Medeiros

Address:
98 E. Grove St., Ste. 201

City:
Middleboro

State:
MA

Zip Code:
02346

Email Address:
cmedeiroslaw@gmail.com

cmedeiroslaw@gmail.com

From: customerservice@nCourt.com
Sent: Sunday, November 5, 2023 6:42 AM
To: cmedeiroslaw@gmail.com
Subject: Receipt from nCourt

YOUR RECEIPT >>

Please include the payment receipt with your application. Thank you.

Paid To	
Name: Massachusetts Alcoholic Beverages Control Commission - Retail	
Address 1: 95 Fourth Street, Suite 3	
City: Chelsea	
State: Massachusetts	
Zip: 02150	

Payment On Behalf Of			
First Name: Brian	Last Name: Conefrey		
Address 1: 9 Quail Run			
City: Lakeville	State/Territory: MA	Zip: 02347	
Phone: (774) 766-7129			

Description	ID	Service Fee	Amount
FILING FEES-RETAIL	0024-RS-0584	\$4.70	\$200.00

Receipt Date: 11/5/2023 6:41:37 AM EDT
Invoice Number: be73299c-6865-4a97-b241-46d01ad97a08
Total Amount Paid: \$204.70

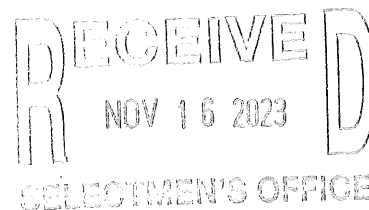
Billing Information	Credit / Debit Card Information
First Name Craig	Card Type Visa
Last Name Medeiros	Card Number *****1815
Address 1 98 E. Grove St., Ste. 201	
City Middleboro	
State/Territory MA	
Zip 02346	
Email cmedeiroslaw@gmail.com	

IMPORTANT INFORMATION >>

Please include the payment receipt with your application. Thank you.
Please verify the information shown above. Your payment has been submitted to the location listed above.



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

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

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



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

APPLICATION FOR A TRANSFER OF LICENSE

Municipality

1. TRANSACTION INFORMATION

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

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

This application is for the transfer of the existing license servicing the premises, a change of manager associated with the transfer, and a pledge of the liquor license associated with the transfer.

2. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
On-Premises-12	§12 Restaurant	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.

Holes 1-18 consisting of approximately 162 acres with a 45,000 square foot country club. Twelve exits on the operational floor and two exits at the end of clubhouse in basement. Two locked storage facilities in downstairs kitchen for liquor. Beer and wine coolers located at bar

Total Sq. Footage	<input type="text" value="45,000"/>	Seating Capacity	<input type="text" value="200"/>	Occupancy Number	<input type="text" value="275"/>
Number of Entrances	<input type="text" value="14"/>	Number of Exits	<input type="text" value="14"/>	Number of Floors	<input type="text" value="2"/>

APPLICATION FOR A TRANSFER OF LICENSE

5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

Transferor Entity Name	<input type="text" value="LeBaron Operating Company, LLC"/>	By what means is the license being transferred?	<input type="text" value="Purchase"/>
------------------------	---	---	---------------------------------------

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

Name of Principal	Title/Position	Percentage of Ownership
<input type="text" value="Alexander A. Will"/>	<input type="text" value="Manager/Member"/>	<input type="text" value="34.303033%"/>
<input type="text" value="Frank Will"/>	<input type="text" value="Member"/>	<input type="text" value="49.7758%"/>
<input type="text" value="Michael F. Hansen"/>	<input type="text" value="Member"/>	<input type="text" value="15.92112%"/>
<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="Brian Conefrey"/>	<input type="text" value="9 Quail Run, Lakeville, MA 02347"/>	<input type="text"/>	<input type="text" value="8/25/1963"/>

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

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
<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

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
<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

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
Brian Conefrey	All Alcohol/Restaurant	Poquoy Brook Golf Club	Lakeville

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	

APPLICATION FOR A TRANSFER OF LICENSE

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

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

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

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

7. CORPORATE STRUCTURE

Entity Legal Structure

LLC

Date of Incorporation

10-24-2023

State of Incorporation

Massachusetts

Is the Corporation publicly traded? Yes No

8. OCCUPANCY OF PREMISES

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

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

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name

LeBaron Hills Golf Course, LLC

Landlord Phone

(508) 951-4755

Landlord Email

brian@poquoybrook.com

Landlord Address

9 Quail Run, Lakeville, MA 02347

Lease Beginning Date

12/31/2023

Rent per Month

\$10,000.00

Lease Ending Date

12/31/2033

Rent per Year

\$120,000.00

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

Yes No

9. APPLICATION CONTACT

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

Name:

Craig Medeiros, Esq.

Phone:

(508) 947-3555

Title:

Attorney

Email:

cmedeiroslaw@gmail.com

APPLICATION FOR A TRANSFER OF LICENSE

10. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	4,877,335.00
B. Purchase Price for Business Assets	122,665.00
C. Other* (Please specify)	
D. Total Cost	5,000,000.00

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

SOURCE OF CASH CONTRIBUTION

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

Name of Contributor	Amount of Contribution
Brian Conefrey	\$1,000,000.00
Total:	\$1,000,000.00

SOURCE OF FINANCING

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
CLN Investments, LLC	\$4,000,000.00	Conventional Private Lender Financing	<input type="radio"/> Yes <input checked="" type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

FINANCIAL INFORMATION

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

See attached proof of funds and affidavit.

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? CLN Investments, LLC

12. MANAGER APPLICATION

A. MANAGER INFORMATION

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

Proposed Manager Name Date of Birth 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
9/2016	Current	Owner	Poquoy Brook Golf Club	None
1/1992	Current	Owner	Carpets Plus	None

D. PRIOR DISCIPLINARY ACTION

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

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

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

Manager's Signature

Date

13. MANAGEMENT AGREEMENT

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

Yes No

If yes, please fill out section 13.

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

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

13A. MANAGEMENT ENTITY

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

Entity Name	Address	Phone
<div style="border: 1px solid black; height: 25px;"></div>	<div style="border: 1px solid black; height: 25px;"></div>	<div style="border: 1px solid black; height: 25px;"></div>

Name of Principal	Residential Address	SSN	DOB
<div style="border: 1px solid black; height: 25px;"></div>	<div style="border: 1px solid black; height: 25px;"></div>	<div style="border: 1px solid black; height: 25px;"></div>	<div style="border: 1px solid black; height: 25px;"></div>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<div style="border: 1px solid black; height: 25px;"></div>	<div style="border: 1px solid black; height: 25px;"></div>	<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
<div style="border: 1px solid black; height: 25px;"></div>	<div style="border: 1px solid black; height: 25px;"></div>	<div style="border: 1px solid black; height: 25px;"></div>	<div style="border: 1px solid black; height: 25px;"></div>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<div style="border: 1px solid black; height: 25px;"></div>	<div style="border: 1px solid black; height: 25px;"></div>	<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
<div style="border: 1px solid black; height: 25px;"></div>	<div style="border: 1px solid black; height: 25px;"></div>	<div style="border: 1px solid black; height: 25px;"></div>	<div style="border: 1px solid black; height: 25px;"></div>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<div style="border: 1px solid black; height: 25px;"></div>	<div style="border: 1px solid black; height: 25px;"></div>	<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
<div style="border: 1px solid black; height: 25px;"></div>	<div style="border: 1px solid black; height: 25px;"></div>	<div style="border: 1px solid black; height: 25px;"></div>	<div style="border: 1px solid black; height: 25px;"></div>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<div style="border: 1px solid black; height: 25px;"></div>	<div style="border: 1px solid black; height: 25px;"></div>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

CRIMINAL HISTORY

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

Yes No

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

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

LICENSE

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

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

Name	License Type	License Name	Municipality

13C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

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

Name	License Type	License Name	Municipality

13D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

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

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

Licensee Name	License Type	Municipality	Date(s) of Agreement

13E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

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

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

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

13F. TERMS OF AGREEMENT

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

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

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

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

ABCC Licensee Officer/LLC Manager

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, Brian Conefrey the: sole proprietor; partner; corporate principal; LLC/LLP manager
Authorized Signatory

of LeBaron Hills Country Club, LLC
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: 11/14/2023

Title: Manager

CORPORATE VOTE

The Board of Directors or LLC Managers of
Entity Name

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

For the following transactions (Check all that apply):

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

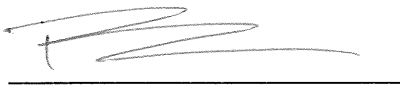
"VOTED: To authorize
Name of Person

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

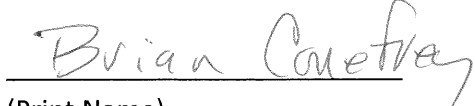
"VOTED: To appoint
Name of Liquor License Manager

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

A true copy attest,



Corporate Officer /LLC Manager Signature



(Print Name)

For Corporations ONLY
A true copy attest,

Corporation Clerk's Signature

(Print Name)

The
Architectural
Team

50 Commonwealth Way
At Adelphi & Hill
Cohasset, MA 02015
Telephone: 617-884-4402
Fax: 617-884-4399

PROVISIONS

Drawn by
JMS

Checked by

Date

3/3/25 1'-0"

Project

LeBaron Hills
Country Club

Lakeville, MA

Sheet Title

Proposed
First Floor Plan

Scale

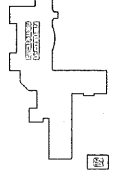
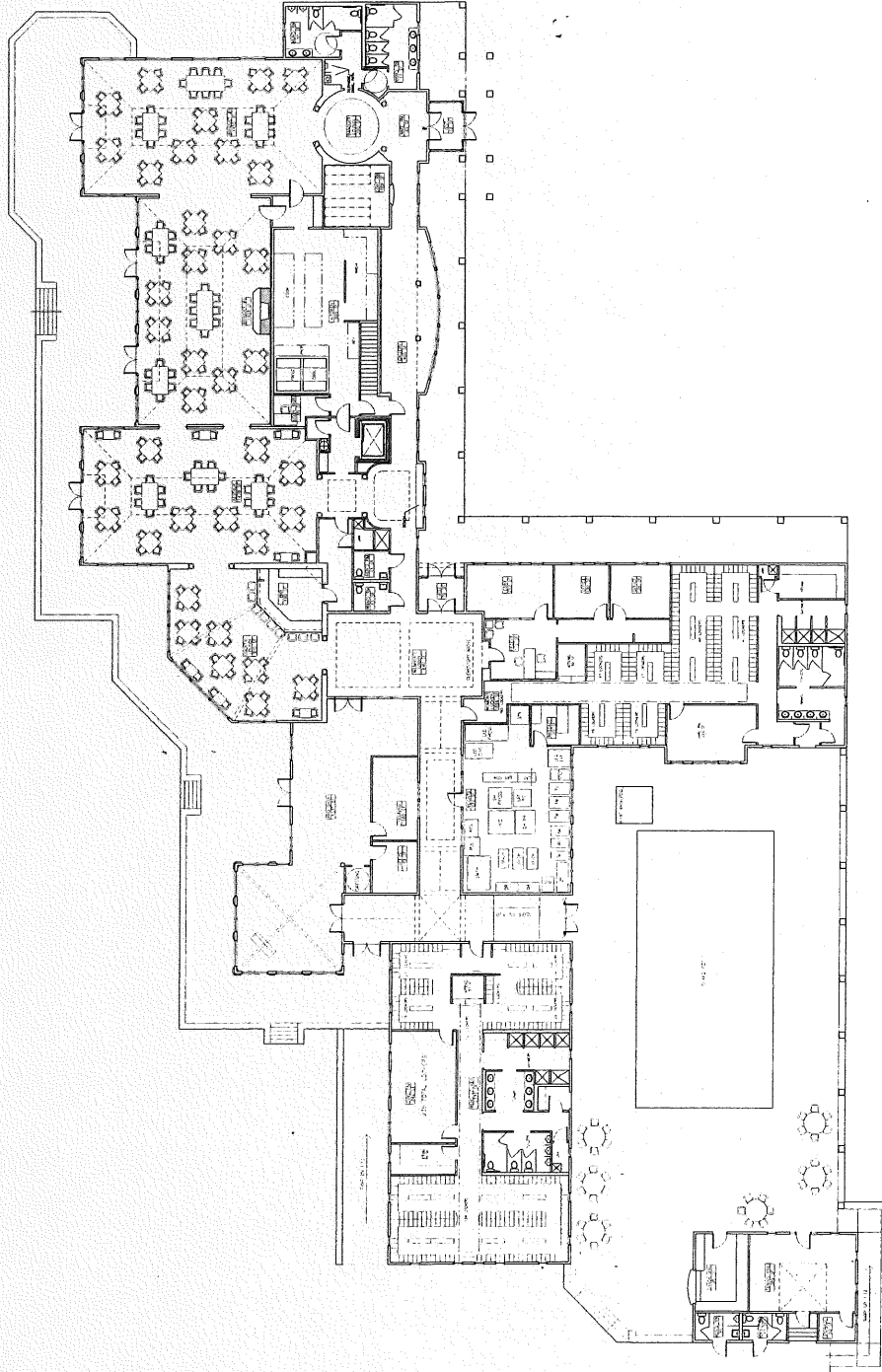
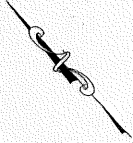
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Date

6-4-00

Sheet Number

A201



LeBaron Hills Golf Club

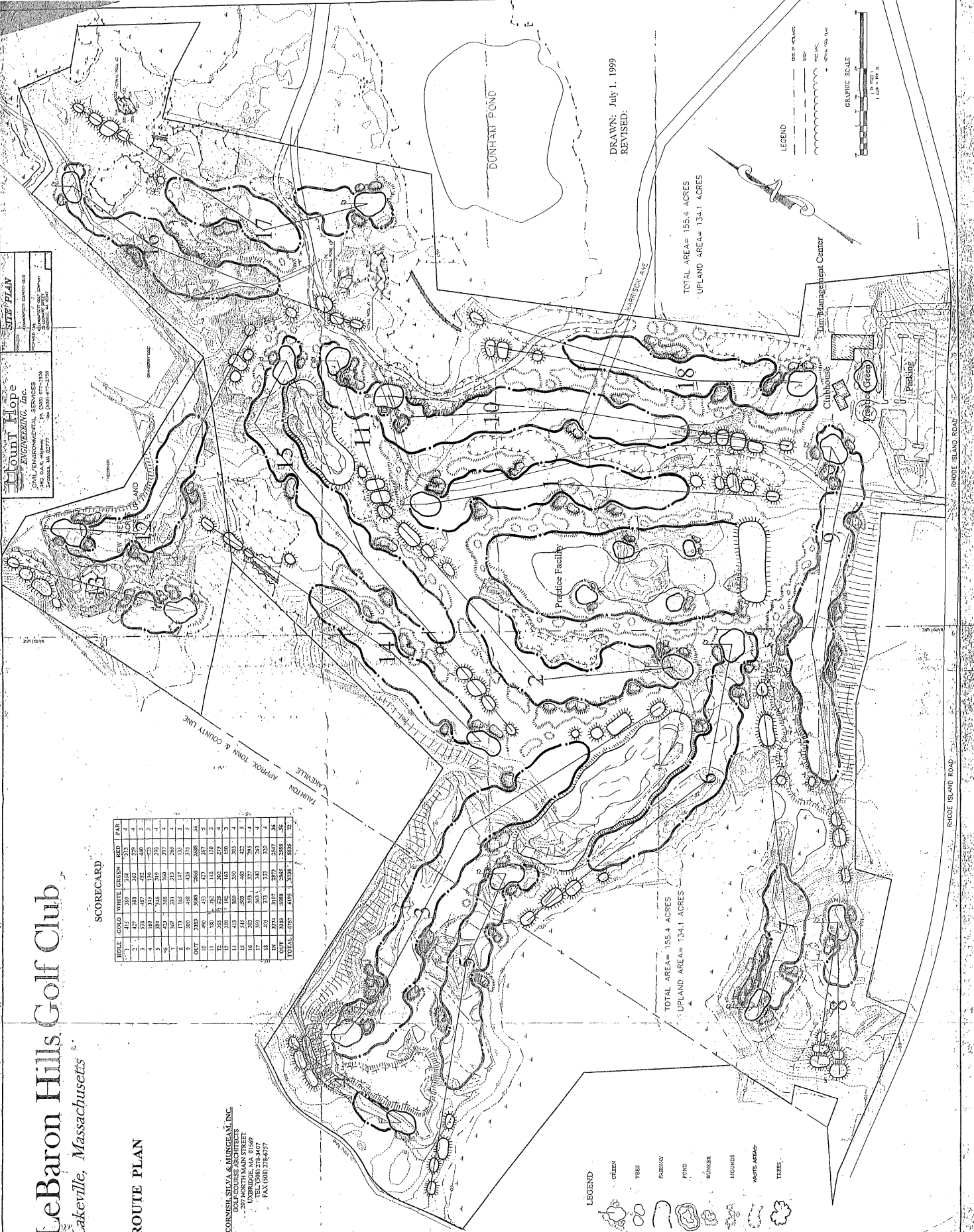
Lakeville, Massachusetts

ROUTE PLAN

CONNISH SILVA & MUNCAM, INC.
 GOLF COURSE ARCHITECTS
 100 WASHINGTON STREET
 LAVERGNE, MA 01889
 TEL: (938) 278-3407
 FAX: (938) 278-6751

SCORECARD

HOLE	GOLD	WHITE	GREEN	RED	PAUL
1	427	358	353	328	4
2	427	358	353	328	4
3	518	487	475	448	3
4	396	324	315	293	4
5	396	324	315	293	4
6	423	338	350	272	4
7	367	291	313	285	4
8	400	335	323	275	3
9	400	335	323	275	3
OUT	3845	3088	2865	2688	36
10	398	375	377	357	3
11	398	375	377	357	3
12	333	283	303	273	2
13	310	282	283	259	3
14	310	282	283	259	3
15	412	355	346	325	4
16	395	353	377	385	4
17	393	353	340	293	4
18	393	353	340	293	4
IN	3794	3017	2870	2647	36
OUT	3382	3088	2865	2688	36
TOTAL	6877	6195	5735	5335	72



Mount Hope ENGINEERING, Inc.
 CIVIL/ENVIRONMENTAL SERVICES
 100 WASHINGTON STREET
 LAVERGNE, MA 01889
 TEL: (938) 278-3407
 FAX: (938) 278-6751

SITE PLAN
 PREPARED BY: MOUNT HOPE ENGINEERING, INC.
 DATE: 7/1/99

DRAWN: July 1, 1999
 REVISED:

TOTAL AREA= 155.4 ACRES
 UPLAND AREA= 134.1 ACRES

LEGEND

- GREEN
- TREE
- FAIRWAY
- POND
- BRICKER
- BUILDING
- WATER ACRES
- TREES

GRAPHIC SCALE
 1" = 200' (1" = 100')

LEGEND

- GREEN
- TREE
- FAIRWAY
- POND
- BRICKER
- BUILDING
- WATER ACRES
- TREES

MAINTENANCE TOWN & COUNTY LINE
 LAKEVILLE
 APPROX. TOWN & COUNTY LINE
 DUNHAM POND
 MARRON AVE
 TOTAL AREA= 155.4 ACRES
 UPLAND AREA= 134.1 ACRES
 Clubhouse
 Tee Management Center
 Practice Facility
 18
 17
 16
 15
 14
 13
 12
 11
 10
 9
 8
 7
 6
 5
 4
 3
 2
 1
 RHODE ISLAND ROAD

The Architectural Team

50 Commandant's Way
 At Admiral's Hill
 Chelsea, MA 02150
 Telephone: 617-553-4402
 Fax: 617-554-4329

DATE: October 1, 2001

ANS

Scale: 3/32" = 1'-0"

LeBaron Hills Country Club

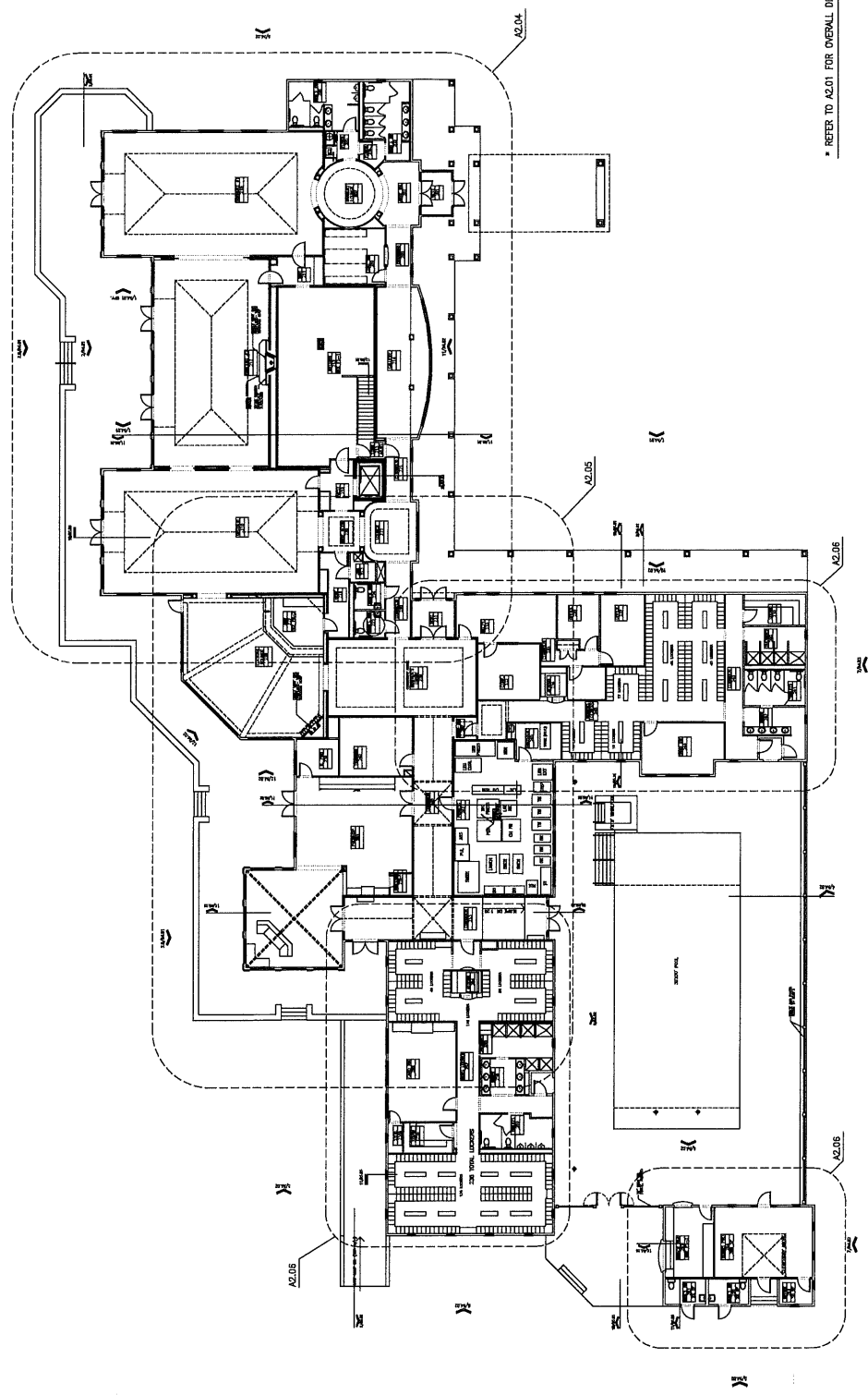
Lakeville, MA

First Floor Plan

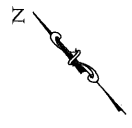
01011

26 - September - 2000

A2.02



* REFER TO A2.01 FOR OVERALL DIMENSIONS



THIS PLAN INCORPORATES ALL CHANGES FROM ASK-001 THROUGH ASK-020

The Architectural Team

50 Commandant's Way
At Admiral's Hill
Chelsea, MA 02150
Telephone: 617-559-4402
Fax: 617-554-4329

Date	ANS
Client	
Project	3/32"-1"=0"

LeBaron Hills
Country Club

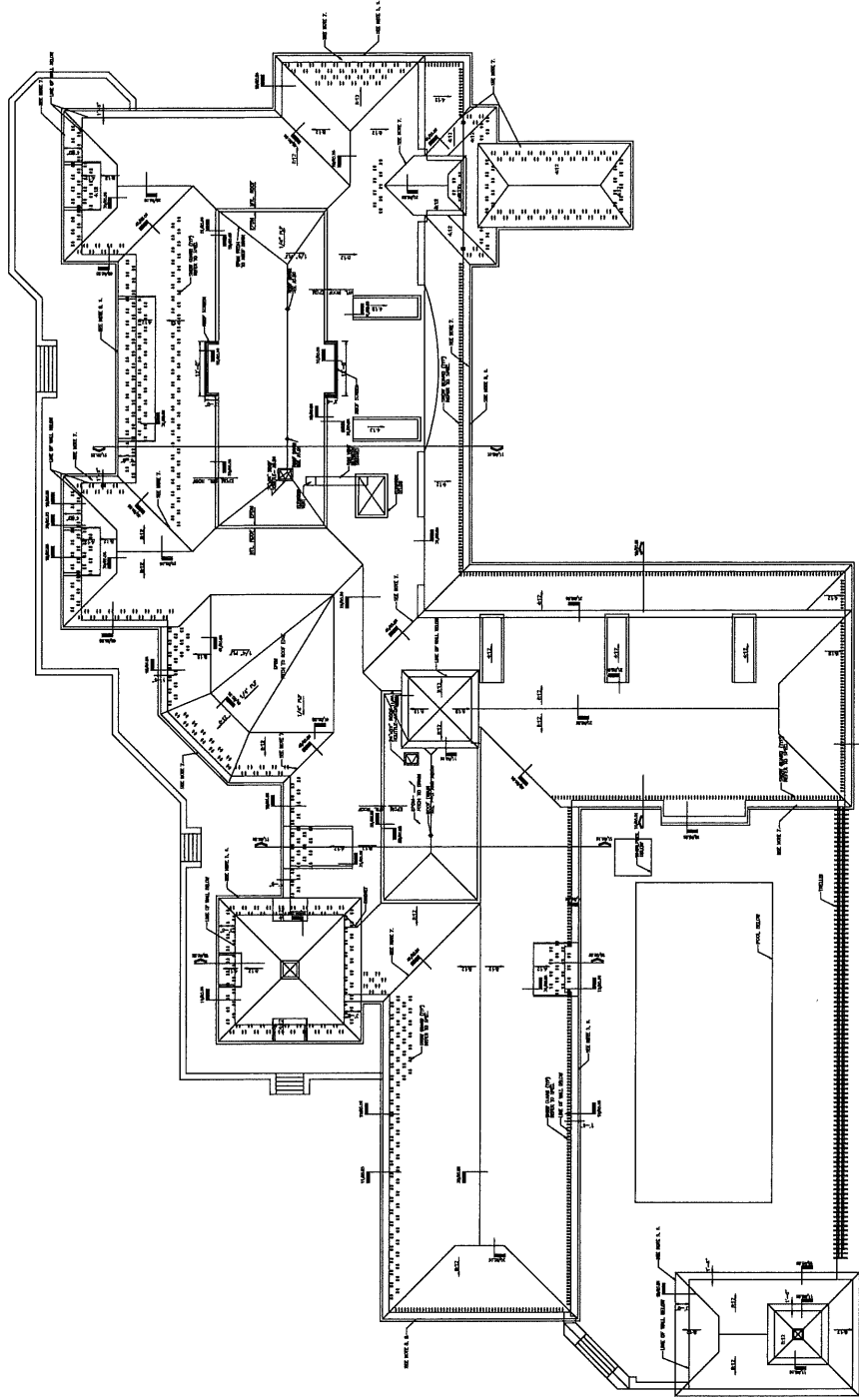
Lakeville, MA

Date	
Sheet No.	

Roof Plan

Scale	1/8" = 1'-0"
Date	28 September 2000
Sheet No.	

A2.03



GENERAL NOTES:
1. ROOF TO RISE FROM TRUCK RAMP LEVEL.
2. ALL ROOF TO RISE FROM TRUCK RAMP LEVEL.
3. ROOF TO RISE FROM TRUCK RAMP LEVEL.
4. ROOF TO RISE FROM TRUCK RAMP LEVEL.
5. ROOF TO RISE FROM TRUCK RAMP LEVEL.
6. ROOF TO RISE FROM TRUCK RAMP LEVEL.
7. ROOF TO RISE FROM TRUCK RAMP LEVEL.
8. ROOF TO RISE FROM TRUCK RAMP LEVEL.
9. ROOF TO RISE FROM TRUCK RAMP LEVEL.
10. ROOF TO RISE FROM TRUCK RAMP LEVEL.

The
Architectural
Team

50 Commonwealth's Way
At Admiral's Hill
Chelsea, MA 02150
Telephone: 617-889-4402
Fax: 617-884-4325

Project	
Client	
Architect	
Scale	
Date	

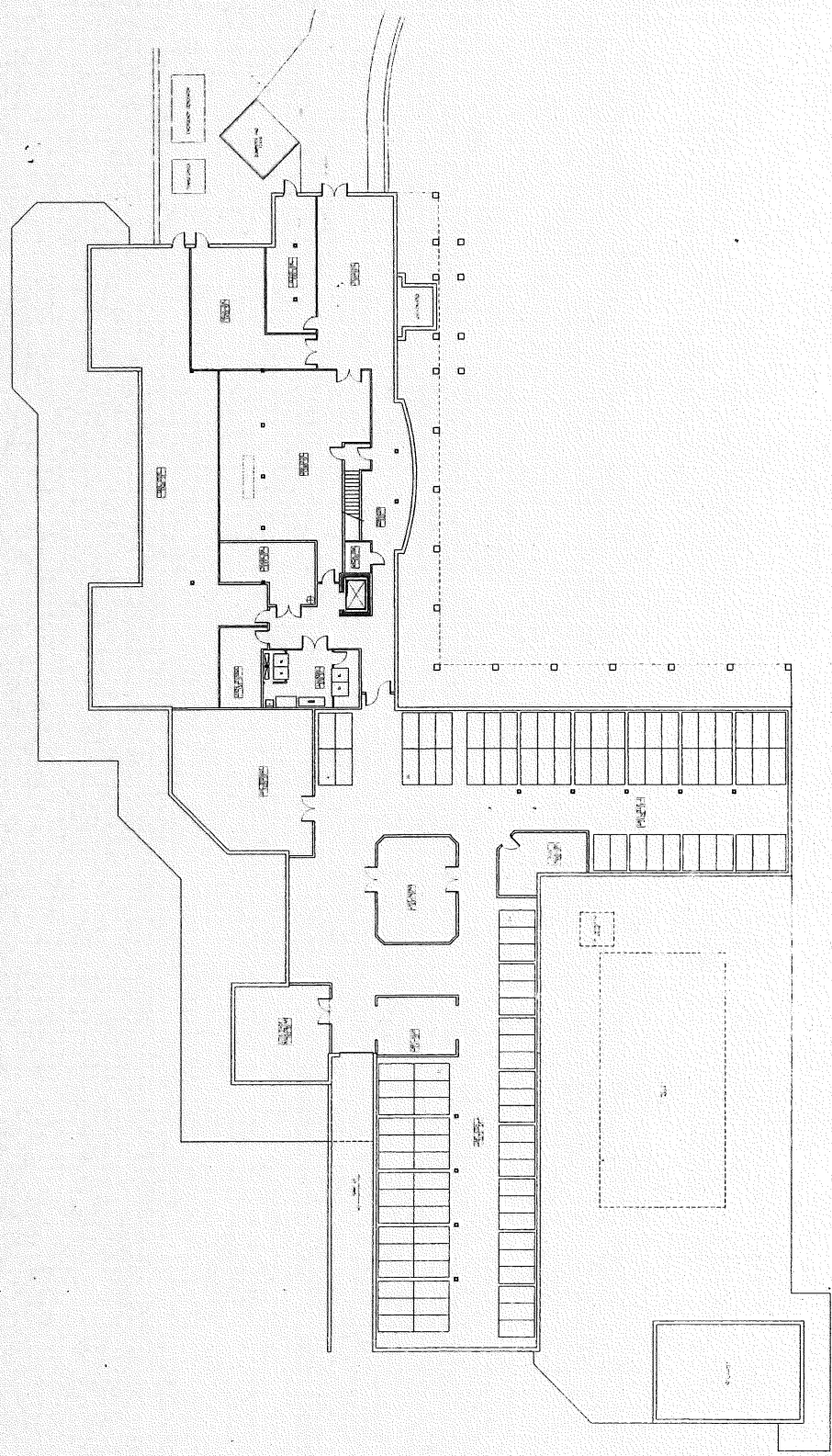
Project
3/25/11-0"
Date

LeBaron Hills
Country Club

Lakeville, MA

Sheet Title
Proposed
Ground Floor Plan

Sheet Number
1316
Scale
8-1/2"=1'-0"
Sheet Size
A2.00




AFFIDAVIT

I, Brian J. Conefrey, hereby certify and acknowledge under the pains and penalties of perjury as follows:

- 1. I am the principal officer and sole owner of the entities known as Poquoy Brook Golf, Inc., Carpets Plus, Inc. ad Carpets Plus of Connecticut, LLC;
- 2. I am aware that the funds (including the deposit already tendered) held in the name of such entities, in the approximate amount of \$1,000,000.00, are being utilized towards the purchase of the restaurant and golf course more commonly known as LeBaron Hills Country Club by LeBaron Hills Country Club, LLC, pursuant to a Purchase and Sales Agreement dated October 27, 2023.
- 3. Such entities will not have a direct or indirect interest in the liquor license being transferred to the LeBaron Hills Country Club, LLC.

Signed under the pains and penalties of perjury this 14th day of November 2023.

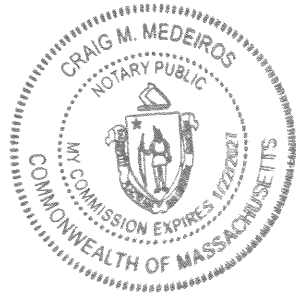


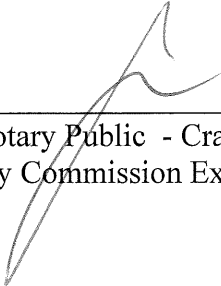
 Brian J. Conefrey

COMMONWEALTH OF MASSACHUSETTS

Plymouth, ss.

On this 14th day of November 2023, before me, the undersigned notary public, personally appeared Brian J. Conefrey proved to me through satisfactory evidence of identification, which was a Massachusetts Driver's License to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.





 Notary Public - Craig M. Medeiros
 My Commission Expires: 1/22/2027

License #00022-RS-0584

**LICENSE
ALCOHOLIC BEVERAGES**

THE LICENSING BOARD OF
TOWN of LAKEVILLE

MASSACHUSETTS

HEREBY GRANTS A

COMMON VICTUALER

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

To Be Drunk On the Premises

To LeBaron Operating Company, LLC, d/b/a LeBaron Hills Country Club, Francis A. Will, Manager

on the following described premises 183 Rhode Island Road, Lakeville, MA
Holes 1-18 consisting of approximately 162 acres with a 45,000 square foot country club. Twelve exits on the operational floor and two exits at either end of clubhouse in the basement. Two locked storage facilities in downstairs kitchen for liquor. Beer and wine coolers located at bar.

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, 2023, 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 AM to 1 AM Monday through Saturday; 11 AM to 1 AM on Sundays.
LAST CALL: 12:45 AM
BAR & TABLES CLEARED BY 1 AM
ALL PATRONS OUT BY 1:15 AM
Beverage cart sales end 30 minutes prior to sunset.

Louanna Barber
Steve W. Faber
LICENSING BOARD

Secretary of the Commonwealth of Massachusetts

William Francis Galvin

Business Entity Summary

ID Number: 001714464

[Request certificate](#)

[New search](#)

Summary for: LEBARON HILLS COUNTRY CLUB LLC

The exact name of the Domestic Limited Liability Company (LLC): LEBARON HILLS COUNTRY CLUB LLC

Entity type: Domestic Limited Liability Company (LLC)

Identification Number: 001714464

Date of Organization in Massachusetts: 10-24-2023
Date of Revival:

Last date certain:

The location or address where the records are maintained (A PO box is not a valid location or address):

Address: 91 GEORGE LEVEN DRIVE

City or town, State, Zip code, NORTH ATTLEBORO, MA 02760 USA

Country:

The name and address of the Resident Agent:

Name: BRIAN J CONEFREY

Address: 91 GEORGE LEVEN DRIVE

City or town, State, Zip code, NORTH ATTLEBORO, MA 02760 USA

Country:

The name and business address of each Manager:

Title	Individual name	Address
MANAGER	BRIAN J CONEFREY	91 GEORGE LEVEN DRIVE NORTH ATTLEBORO, MA 02760 USA USA

In addition to the manager(s), the name and business address of the person(s) authorized to execute documents to be filed with the Corporations Division:

Title	Individual name	Address
SOC SIGNATORY	ALLISON D CONEFREY	91 GEORGE LEVEN DRIVE NORTH ATTLEBORO, MA 02760 USA USA

The name and business address of the person(s) authorized to execute, acknowledge, deliver, and record any recordable instrument purporting to affect an interest in real property:

Title	Individual name	Address
REAL PROPERTY	BRIAN J CONEFREY	91 GEORGE LEVEN DRIVE NORTH ATTLEBORO, MA 02760 USA USA

Consent	Confidential Data	Merger Allowed	Manufacturing
---------	----------------------	-------------------	---------------

View filings for this business entity:

- ALL FILINGS
- Annual Report
- Annual Report - Professional
- Articles of Entity Conversion
- Certificate of Amendment

[View filings](#)

Comments or notes associated with this business entity:

[New search](#)

**The Commonwealth of Massachusetts, William Francis Galvin
Corporations Division**

One Ashburton Place - Floor 17, Boston MA 02108-1512 | Phone: 617-727-9640

Certificate of Organization

(General Laws, Chapter 156C, Section 12)

Filing Fee: \$500.00

Identification Number:	001714464	(number will be assigned)
------------------------	-----------	---------------------------

1. The exact name of the limited liability company is:
LEBARON HILLS COUNTRY CLUB LLC

2. The address in the Commonwealth where the records will be maintained:					
Number and street:	91 GEORGE LEVEN DRIVE				
Address 2:					
City or town:	NORTH ATTLEBORO	State:	MA	Zip code:	02760
Country:	UNITED STATES				

3. The general character of business (if the limited liability company is organized to render professional service, this form must be filed by fax, mail or in person):
OPERATION AND MANAGEMENT OF GOLF CLUB AND RELATED FOOD AND BEVERAGE OPERATIONS, AND THE CONDUCT OF ANY LAWFUL BUSINESS IN THE COMMONWEALTH OF MASSACHUSETTS

4. The latest date of dissolution, if specified: (mm/dd/yyyy)

5. The name and address of the Resident Agent:					
Agent name:	BRIAN J CONEFREY				
Number and street:	91 GEORGE LEVEN DRIVE				
Address 2:					
City or town:	NORTH ATTLEBORO	State:	MA	Zip code:	02760

I BRIAN J CONEFREY, resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

6. The name and business address of each manager, if any:		
Title	Name	Address
MANAGER	BRIAN J CONEFREY	91 GEORGE LEVEN DRIVE NORTH ATTLEBORO

MA 02760 USA

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Name	Address
SOC SIGNATORY	ALLISON D CONEFREY	91 GEORGE LEVEN DRIVE NORTH ATTLEBORO, MA 02760 USA

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

Title	Name	Address
REAL PROPERTY	BRIAN J CONEFREY	91 GEORGE LEVEN DRIVE NORTH ATTLEBORO, MA 02760 USA

9. Additional matters:

10. This certificate is effective at the time and on the date approved by the Division, unless a later effective date not more than ninety (90) days from the date of filing is specified:

Later Effective Date (mm/dd/yyyy): Time (HH:MM)

SIGNED UNDER THE PENALTIES OF PERJURY, this 24 Day of October, 2023,

BRIAN J CONEFREY

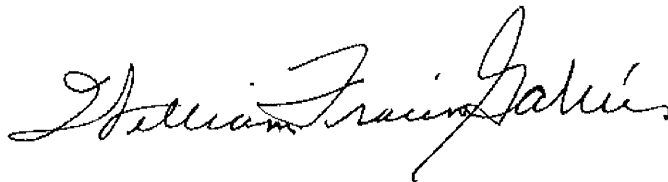
, Signature of Authorized Signatory.

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:

October 24, 2023 06:48 AM

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

Secretary of the Commonwealth of Massachusetts

William Francis Galvin

Business Entity Summary

ID Number: 001714468

[Request certificate](#)

[New search](#)

Summary for: LEBARON HILLS GOLF COURSE LLC

The exact name of the Domestic Limited Liability Company (LLC): LEBARON HILLS GOLF COURSE LLC

Entity type: Domestic Limited Liability Company (LLC)

Identification Number: 001714468

Date of Organization in Massachusetts: 10-24-2023
Date of Revival:

Last date certain:

The location or address where the records are maintained (A PO box is not a valid location or address):

Address: 91 GEORGE LEVEN DRIVE

City or town, State, Zip code, NORTH ATTLEBORO, MA 02760 USA
Country:

The name and address of the Resident Agent:

Name: BRIAN J CONEFREY

Address: 91 GEORGE LEVEN DRIVE

City or town, State, Zip code, NORTH ATTLEBORO, MA 02760 USA
Country:

The name and business address of each Manager:

Title	Individual name	Address
MANAGER	BRIAN J CONEFREY	91 GEORGE LEVEN DRIVE NORTH ATTLEBORO, MA 02760 USA USA

In addition to the manager(s), the name and business address of the person(s) authorized to execute documents to be filed with the Corporations Division:

Title	Individual name	Address
SOC SIGNATORY	ALLISON D CONEFREY	91 GEORGE LEVEN DRIVE NORTH ATTLEBORO, MA 02760 USA USA

The name and business address of the person(s) authorized to execute, acknowledge, deliver, and record any recordable instrument purporting to affect an interest in real property:

Title	Individual name	Address
REAL PROPERTY	BRIAN J CONEFREY	91 GEORGE LEVEN DRIVE NORTH ATTLEBORO, MA 02760 USA USA

<input type="checkbox"/> Consent	<input type="checkbox"/> Confidential Data	<input type="checkbox"/> Merger Allowed	<input type="checkbox"/> Manufacturing
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View filings for this business entity:

- ALL FILINGS
- Annual Report
- Annual Report - Professional
- Articles of Entity Conversion
- Certificate of Amendment
- Certificate of Incorporation

[View filings](#)

Comments or notes associated with this business entity:

[New search](#)

The Commonwealth of Massachusetts, William Francis Galvin Corporations Division

One Ashburton Place - Floor 17, Boston MA 02108-1512 | Phone: 617-727-9640

Certificate of Organization

(General Laws, Chapter 156C, Section 12)

Filing Fee: \$500.00

Identification Number: 001714468 (number will be assigned)

1. The exact name of the limited liability company is:

LEBARON HILLS GOLF COURSE LLC

2. The address in the Commonwealth where the records will be maintained:

Number and street: 91 GEORGE LEVEN DRIVE

Address 2:

City or town: NORTH ATTLEBORO State: MA Zip code: 02760

Country: UNITED STATES

3. The general character of business (if the limited liability company is organized to render professional service, this form must be filed by fax, mail or in person):

REAL ESTATE OWNERSHIP AND MANAGEMENT, AND ANY LAWFUL BUSINESS IN THE COMMONWEALTH OF MASSACHUSETTS

4. The latest date of dissolution, if specified: (mm/dd/yyyy)

5. The name and address of the Resident Agent:

Agent name: BRIAN J CONEFREY

Number and street: 91 GEORGE LEVEN DRIVE

Address 2:

City or town: NORTH ATTLEBORO State: MA Zip code: 02760

I BRIAN J CONEFREY,

resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

6. The name and business address of each manager, if any:

Title	Name	Address
MANAGER	BRIAN J CONEFREY	91 GEORGE LEVEN DRIVE NORTH ATTLEBORO

MA 02760 USA

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Name	Address
SOC SIGNATORY	ALLISON D CONEFREY	91 GEORGE LEVEN DRIVE NORTH ATTLEBORO, MA 02760 USA

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

Title	Name	Address
REAL PROPERTY	BRIAN J CONEFREY	91 GEORGE LEVEN DRIVE NORTH ATTLEBORO, MA 02760 USA

9. Additional matters:

10. This certificate is effective at the time and on the date approved by the Division, unless a later effective date not more than ninety (90) days from the date of filing is specified:

Later Effective Date (mm/dd/yyyy): Time (HH:MM)

SIGNED UNDER THE PENALTIES OF PERJURY, this 24 Day of October, 2023,

BRIAN J CONEFREY

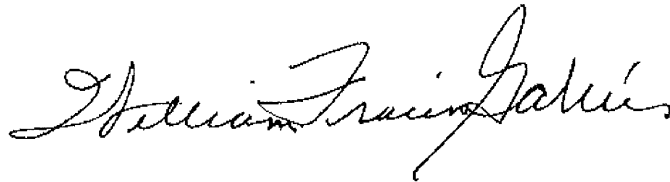
, Signature of Authorized Signatory.

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:

October 24, 2023 07:02 AM

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

Secretary of the Commonwealth of Massachusetts

William Francis Galvin

Business Entity Summary

ID Number: 043458306

[Request certificate](#)

[New search](#)

Summary for: ASSAWOMPSETT GOLF COMPANY, LLC

The exact name of the Domestic Limited Liability Company (LLC): ASSAWOMPSETT GOLF COMPANY, LLC

Entity type: Domestic Limited Liability Company (LLC)

Identification Number: 043458306

Old ID Number: 000719751

Date of Organization in Massachusetts:
08-31-2000

Date of Revival: 05-23-2018

Date of Involuntary Dissolution by Court Order or by the SOC: 06-30-2017

Last date certain: 12-31-2039

The location or address where the records are maintained (A PO box is not a valid location or address):

Address: 183 RHODE ISLAND RD.

City or town, State, Zip code, LAKEVILLE, MA 02347 USA

Country:

The name and address of the Resident Agent:

Name: FRANCIS A. WILL

Address: 183 RHODE ISLAND RD.

City or town, State, Zip code, LAKEVILLE, MA 02347 USA

Country:

The name and business address of each Manager:

Title	Individual name	Address
MANAGER	ALEXANDER A. WILL	183 RHODE ISLAND RD. LAKEVILLE, MA 02347 USA USA

In addition to the manager(s), the name and business address of the person(s) authorized to execute documents to be filed with the Corporations Division:

Title	Individual name	Address

The name and business address of the person(s) authorized to execute, acknowledge, deliver, and record any recordable instrument purporting to affect an interest in real property:

Title	Individual name	Address
REAL PROPERTY	ALEXANDER A. WILL	183 RHODE ISLAND RD. LAKEVILLE, MA 02347 USA USA

Consent Confidential Merger Allowed Manufacturing

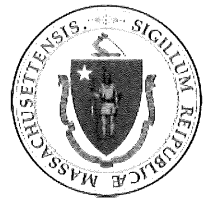
View filings for this business entity:

- ALL FILINGS ▲
- Annual Report ▬
- Annual Report - Professional ▬
- Articles of Entity Conversion ▼
- Certificate of Amendment ▼
- Certificate of Organization ▼

[View filings](#)

Comments or notes associated with this business entity:

[New search](#)



Certificate of Compliance

Date: November 3, 2023

Letter ID: L0000321262

Employer ID (FEIN): XX-XXX8306

ASSAWOMPSETT GOLF COMPANY LLC
183 RHODE ISLAND RD
LAKEVILLE MA 02347-2601

Certificate ID: L0000321262

The Department of Unemployment Assistance certifies that as of 02-Nov-2023, ASSAWOMPSETT GOLF COMPANY LLC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

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

Sincerely,

Katie Dishnica, Director
Department of Unemployment Assistance

Questions?

Revenue Enforcement Unit
Department of Unemployment Assistance
Email us: Revenue.Enforcement@detma.org
Call us: (617) 626-5750



Department of Unemployment Assistance
Commonwealth of Massachusetts
Executive Office of Labor & Workforce Development

IMPORTANT NOTICE

This document contains important information. Please have it translated immediately.

В данном документе содержится важная информация. Вам необходимо срочно сделать перевод документа.

Este documento contiene información importante. Por favor, consiga una traducción inmediatamente.

Docikman sa gen enfòmasyon enpòtan. Tanpri fè yon moun tradwi l touswit.

Questo documento contiene informazioni importanti. La preghiamo di tradurlo immediatamente.

Este documento contém informações importantes. Por favor, traduzi-lo imediatamente.

此文件含有重要信息。請立即找人翻譯。

본 문서에는 중요한 정보가 포함되어 있습니다. 본 문서를 즉시 번역하도록 하십시오.

Tài liệu này có chứa thông tin quan trọng. Vui lòng dịch tài liệu này ngay.

ເອກະສານສະບັບນີ້ຂໍ້ມູນສໍາຄັນ. ກະລຸນາບໍາເອກະສານສະບັບນີ້ໄປແປທັນທີ.

ឯកសារនេះមានព័ត៌មានសំខាន់ៗ សូមបកប្រែវាយ៉ាងឆាប់រហ័ស។

Ce document contient des informations importantes. Veuillez le faire traduire au plus tôt.



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



ASSAWOMPSET GOLF COMPANY LLC
183 RHODE ISLAND RD
LAKEVILLE MA 02347-2601

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, ASSAWOMPSET GOLF COMPANY LLC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

Secretary of the Commonwealth of Massachusetts

William Francis Galvin

Business Entity Summary

ID Number: 043568477

[Request certificate](#)

[New search](#)

Summary for: LEBARON OPERATING COMPANY, LLC

The exact name of the Domestic Limited Liability Company (LLC): LEBARON OPERATING COMPANY, LLC

Entity type: Domestic Limited Liability Company (LLC)

Identification Number: 043568477

Old ID Number: 000760474

Date of Organization in Massachusetts: 07-06-2001

Date of Revival: 02-28-2020

Date of Involuntary Dissolution by Court Order or by the SOC: 06-30-2016

Last date certain:

The location or address where the records are maintained (A PO box is not a valid location or address):

Address: 183 RHODE ISLAND RD.

City or town, State, Zip code, LAKEVILLE, MA 02347 USA

Country:

The name and address of the Resident Agent:

Name: FRANCIS A. WILL

Address: 183 RHODE ISLAND RD.

City or town, State, Zip code, LAKEVILLE, MA 02347 USA

Country:

The name and business address of each Manager:

Title	Individual name	Address
MANAGER	ALEXANDER A. WILL	183 RHODE ISLAND RD. LAKEVILLE, MA 02347 USA USA

In addition to the manager(s), the name and business address of the person(s) authorized to execute documents to be filed with the Corporations Division:

Title	Individual name	Address

The name and business address of the person(s) authorized to execute, acknowledge, deliver, and record any recordable instrument purporting to affect an interest in real property:

Title	Individual name	Address
REAL PROPERTY	ALEXANDER A. WILL	183 RHODE ISLAND RD. LAKEVILLE, MA 02347 USA USA

Consent Confidential Data Merger Allowed Manufacturing

View filings for this business entity:

- ALL FILINGS
- Annual Report
- Annual Report - Professional
- Articles of Entity Conversion
- Certificate of Amendment
- Certificate of Incorporation

[View filings](#)

Comments or notes associated with this business entity:

[New search](#)

COMMERCIAL LEASE

Date: December ____, 2023

**1.
PARTIES**

In consideration of the mutual promises, obligations and agreement herein set forth, the parties hereto agree as follows:

LeBaron Hills Golf Course, LLC, a Massachusetts Limited Liability Company, of 9 Quail Run, Lakeville, MA 02347

(hereinafter called "Landlord"), hereby leases to:

Lebaron Hills Country Club, LLC, a Massachusetts Limited Liability Company, of 9 Quail Run, Lakeville, MA 02347

(hereinafter called "Tenant"), and Tenant hereby hires from Landlord, the Leased Premises described in Paragraph 2.

**2.
LEASED PREMISES**

The Leased Premises consist of the land and commercial building located thereon being more particularly described as follows:

183 Rhode Island Road, Lakeville, MA 02347 (the "Leased Premises")

**3.
TERM**

This Lease shall be for an term of 10 years, beginning on December 31, 2023 and ending on December 30, 2033.

4.
RENT

Tenant agrees to pay rent to Landlord at the rate of Ten Thousand Dollars (\$10,000.00) per month on the 1st day of each and every month in advance while this Lease is in force and effect.

All rent shall be paid to Landlord by check mailed to the address of Landlord as directed in writing by Landlord. Tenant shall pay to Landlord a late charge of five (5%) percent of the rent overdue and not received by Landlord within fifteen (15) days after the rent is due. Any such late charges shall be considered to be additional rent due hereunder.

5.
REAL ESTATE TAXES

Tenant agrees to pay all real estate taxes assessed against the leased premises.

6.
CLEANLINESS

Tenant shall keep the Leased Premises in a clean condition and shall return the leased premises to the Landlord in its current condition, reasonable wear and tear excepted. Tenant shall be responsible for the proper storage and the final collection or ultimate disposal of all garbage and rubbish, all in accordance with the regular municipal collection system. Tenant shall not permit the Leased Premises to be overloaded, damaged, stripped or defaced, nor suffer any waste, and shall obtain the written consent of Landlord before erecting any sign on the Leased Premises. The toilets and pipes shall not be used for any purpose other than those for which they were constructed.

7.
REPAIRS AND MAINTENANCE

(a) Landlord shall not have any obligation to make any repairs or alterations to the Premises or any part thereof, except as otherwise expressly provided in this Article. Throughout the original term of this Lease, Tenant covenants and agrees to maintain the Premises and all additions and improvements made upon them in such repair, order and condition as the same are in at the commencement of said term or may be put in by Landlord or Tenant during the continuance thereof, reasonable wear and tear, damage by fire or any other casualty, taking by eminent domain, and items which Landlord is expressly obligated to repair only excepted. Without limiting the generality of the foregoing, the Tenant shall: provide regular maintenance and non-structural repairs to all heating, air conditioning, hot water and other equipment serving the Premises; provide janitorial and cleaning services; repaint interior surfaces; replace broken glass with glass of the same kind and quality; dispose of all waste grease on a regular basis and pay for the proper disposal of the same; and clean and maintain the grease trap at the subject premises.

(b) Subject to Article 8 hereof, Landlord covenants and agrees that Landlord will make all necessary repairs and replacements to the structure of said building so that said building will comply with applicable law and any other required structural repairs and replacements to said building.

(c) Structural repairs and replacements shall mean and include repairs and replacements to the roof and exterior walls of said building, water system, plumbing and electrical system, and to major items of equipment such as HVAC equipment, if any such equipment is existing at the commencement of this lease.

(d) It shall be the Landlord's responsibility to maintain the exterior of the property including keeping it reasonably clear of snow and ice.

(e) It shall be the Landlord's responsibility to perform septic pumping once a year at the subject premises.

(f) It shall be the responsibility of the Landlord to keep the fire suppression system and extinguishers in good working order.

8.

DAMAGE OR DESTRUCTION

If the Premises shall be damaged or destroyed by fire or other cause, the same shall be repaired or replaced or restored to the condition the same were in immediately preceding such fire or other cause by, and at the expense of, Landlord, but only to extent that Landlord has received insurance proceeds sufficient therefor, and the rent and any other charges (if any) shall, until such repairs have been made, be abated as to the part of the Premises which is unusable by Tenant on a just and equitable basis. Such repairs shall be made promptly subject to reasonable delay which may arise by reason of adjustment of insurance on the part of Landlord and for delay on account of labor troubles or any other cause beyond Landlord's control. Landlord shall not be liable for any inconvenience or annoyance to Tenant or injury to the business of Tenant resulting from delays in repairing such damage, except that Landlord agrees to use its best efforts to procure such insurance proceeds and to repair such damage expeditiously, and except that Landlord shall not unreasonably interfere with Tenant's business in making such repairs. If the Premises are totally damaged or are rendered wholly untenable by fire or other cause so that they cannot reasonably be expected to be restored or rebuilt within a four (4) month period, either Landlord or Tenant may within thirty (30) days of the occurrence of such damage, terminate this Lease upon fourteen (14) days' prior notice in writing to the other. Notwithstanding anything to the contrary in this lease contained, if landlord shall not have in fact completed repair of such damage within four (4) months from the occurrence of such fire or other casualty, Tenant may terminate this Lease by written notice to Landlord and thereafter this Lease shall be of no further force or effect. Upon the termination of this Lease under the conditions herein provided for, Tenant's liability for rent accruing thereafter shall cease as of the day following the casualty. Landlord shall not be obligated to expend funds to repair or replace the Premises in an amount in excess of the insurance proceeds received as a result of such

damage or destruction.

9.

EMINENT DOMAIN

(a) In the event of any taking for any public or quasi-public use by exercise of the right of eminent domain or by deed in lieu thereof between Landlord and those having the authority to exercise such right (hereinafter called "Taking") of the whole of the Premises then this Lease and the term hereof shall cease and expire as of the date of such Taking and rent and all other charges (if any) paid for a period after such Taking shall be refunded to Tenant upon demand.

(b) In the event of Taking of a substantial part of the Premises or in the event of a Taking so as to prevent or substantially prevent adequate access to Premises, then Tenant may elect to terminate this Lease by giving notice of termination to Landlord on or before the date which is ninety (90) days after receipt by Tenant of notice that the Taking or denial or diminishing of access or termination of the Tenant's lease shall have occurred. Upon the date specified in such notice of termination this Lease and the term hereof shall cease and expire, and the rent and any additional charges (if any) paid for a period after such date of termination shall be refunded to Tenant upon demand.

(c) If this Lease be not terminated or if Tenant does not elect to terminate this Lease as aforesaid then the award or payment for the Taking shall be paid to and used by Landlord for restoration as hereinafter set forth and Landlord shall promptly commence and with due diligence continue to restore the Premises remaining after the Taking to substantially the same condition and tenantability as existed immediately preceding the Taking. During the period of any restoration, the base rent under Exhibit B, additional rent, and other charges shall be abated justly and equitably. Nothing herein contained shall be deemed or construed to prevent either Landlord or Tenant from enforcing and prosecuting a claim for the value of its respective interest in any condemnation proceedings.

(d) Tenant's right to recover damages in case of any Taking, shall not be affected, prejudiced, restricted or limited whether or not this Lease has been terminated because of such Taking or is subject to termination. Nothing herein contained shall prohibit Tenant (in addition to the foregoing) from interposing and prosecuting in any condemnation proceeding, independent of any claim of Landlord, claims for which the Tenant may be entitled to recover.

10.

MORTGAGES

(a) This Lease shall be subject and subordinate in all respects to all first mortgages to recognized lending institutions which may hereafter affect the Premises and each and every of the advances which have heretofore been made or which may hereafter be made thereunder, and to all renewals, modifications, consolidations, replacements and extensions thereof, provided that the

holder of any such mortgage delivers to Tenant a written agreement in recordable form consenting to this Lease and agreeing that Tenant shall not be disturbed or canceled at any time, except in the event Landlord shall have the right to terminate this Lease under the terms and provisions set forth herein, and agreeing further that proceeds of insurance and taking awards be applied as provided for in this Lease. In confirmation of such subordination, Tenant shall execute promptly, without cost or charge, any instruments or certificates that Landlord or any mortgagee may require.

**11.
UTILITIES**

Tenants shall promptly pay all bills for fuel, heat, electricity, gas, telephone, hot water and other utilities furnished to the Leased Premises during the Term of this Lease, and shall keep the Leased Premises adequately heated during the normal heating season. Upon request of Landlord, Tenants shall promptly deliver adequate proof of the payment of utility bills to Landlord.

**12.
TENANT'S COVENANTS**

In addition to all other covenants and agreements of Tenant contained herein, Tenant hereby covenants with Landlord that Tenant during the said term and for such further time as it shall hold the Premises or any part thereof will save landlord harmless from all loss and damage occasioned by the use of water in or escape of water from the Premises or by the bursting or cracking of the water pipes, including the sprinkler system, if any, except for such loss or damage as is caused by the negligence of Landlord, its agents, employees, servants, or contractors or Landlord's failure to properly make repairs required to be made by Landlord hereunder; at the expiration of said term will remove its goods and defects and those of all persons claiming under it and will peaceably yield up to Landlord the Premises and all additions and improvements made upon them (except those which Tenant is permitted to remove hereunder) and leave them clean and in such repair, order and condition as the same are in at the commencement of said term or may be put in by Landlord or Tenant during the continuance thereof, reasonable wear and tear and damage by fire or any other casualty or takings excepted; will not commit any nuisance on the Premises; will not overload the Premises; will not carry on any business, trade or occupation upon the Premises or make any use thereof which shall be unlawful or offensive or contrary to any law or ordinance for the time being in force; will not do any act or thing upon the Premises which will make them uninsurable against fire or which is liable to increase the premium for fire insurance on the Premises over the normal premium at the time in question for the stipulated use of the Premises, and if such premiums are increased, Tenant shall pay the amount of such increase; and will keep the Premises equipped with all safety appliances required by law or ordinance, or any order or regulation of any public authority because of the use made of the Premises; except only for the structures on the Premises, repairs to which are to be made by Landlord, will make all repairs, alterations, and replacements so required; will procure any authorizations or licenses required for Tenant's use or repair of the

Premises; that Landlord or its agents may during the term during normal business hours and with Tenant's prior approval which approval Tenant agrees not to unreasonably withhold or delay (or at any time in the event of an emergency) enter to view the Premises and make repairs or improvements, but Landlord will not be required to do so, except as otherwise expressly provided in this Lease; and Landlord may show Premises to others at mutually agreeable times during normal business hours, and at any time during normal business hours within one hundred eighty (180) days before the expiration of the term (as the same may be extended), may affix to any suitable part of the exterior of the Premises a notice of reasonable size for letting or selling the Premises and keep the same as affixed without molestation by Tenant.

13. TENANT'S DEFAULT

If any sum or sums due as rent or additional rent as herein provided and set forth or any part thereof shall be unpaid for a period of fourteen (14) days after written notice of such default has been given by Landlord to Tenant, or if Tenant shall violate or be in default in its observances or performance of any of its covenants herein contained, except default in the payment of rent, and shall have failed to take and prosecute appropriate steps to remedy such breach or default within twenty (20) days after written notice of such breach or default has been given by Landlord to Tenant, or if the estate hereby created shall be taken on execution or other process of law and shall not be redeemed for twenty (20) days after Landlord shall have given Tenant written notice of such taking, or if Tenant be declared bankrupt or insolvent according to law, or if any assignment shall be made of its property for the benefit of creditors, then, and in each of the said cases (after the expiration of the aforesaid fourteen (14) day or twenty (20) day period if applicable), Landlord lawfully may (notwithstanding any waiver of any former breach of covenant or waiver of the benefit hereof or consent in a former instance) immediately or at anytime thereafter while such default or other stipulation aforesaid continues and without further 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 its former estate and expel Tenant and those claiming through or under it and remove its effects (forcibly if necessary) without being deemed guilty of any manner to trespass and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon entry as aforesaid this Lease shall terminate and Tenant covenants that in case of such termination under the provisions of statute by reason of the default of Tenant, Tenant will forthwith pay Landlord as damages a sum equal to the amount by which the rent, and other payments called for hereunder (if any) of the remainder of the original term or of any extensions thereof, and, in addition thereto, will during the remainder of the original term and of any extensions thereof pay to Landlord on the last day of each calendar month the difference, if any, between rental which would have been due for such month had there been no such termination and the sum of the amount being received by Landlord as rent from occupants of the Premises, if any, and the applicable pro rated amount of the damages previously paid to Landlord, Landlord hereby agreeing to use reasonable efforts to minimize damages.

The parties further specifically agree that the failure of the Tenant to pay any bills for food or alcohol within thirty (30) days from when they become due or the imposition of any liens by the

United States Treasury or the Massachusetts Department of Revenue against the Tenant shall constitute a default hereunder.

14.
SIGNS

Tenant shall have the right to install, maintain and replace, at its own cost and expense, after the prior written consent of Landlord in each instance, such signs on the Premises and in common areas such as driveways, parking areas and sidewalks as it determines, provided the same shall be in compliance with all laws, orders, rules and regulations of all governmental authorities having jurisdiction thereof.

15.
INSURANCE

Tenants understands and agrees that it shall be his own obligation to insure his personal property and the contents of any building. The Landlord will maintain fire insurance on the property at Landlord's expense.

The Tenant shall not permit any use of the leased premises which will make voidable any insurance on the property of which the leased premises are a part, or on the contents of said property or which shall be to 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.

16.
HOLDING OVER

If Tenant holds over or remains in possession of Premises after expiration of the original term or any Extension Period of this Lease, without any new lease of said premises being entered into between the parties hereof, or any option herein contained being exercised by written notice, such holding over or continued possession shall create a tenancy at will only at the last monthly rental and upon the terms (other than length of term, or option for extension) herein specified, which may at any time be terminated by either party by one (1) month's written notice to the other party.

17.
TENANT'S FIXTURES/ALTERATIONS

(a) Tenant may install in the Premises such fixtures (trade or otherwise) and equipment as Tenant deems desirable and all of said items shall remain Tenant's property and Tenant may remove, and/or replace, said fixtures and equipment, in the Premises, at any time and from time to time during the term or any Extension Period hereof. Landlord shall not mortgage, pledge or encumber said fixtures or equipment. Tenant shall make all repairs or replacement at Tenant's expense in connection with the removal of any fixtures or equipment installed as provided in this

paragraph.

(b) All signs, counters, shelving, trade and light fixtures, contents, and other store equipment, which may at any time be installed or placed in or upon the Premises after the commencement of this Lease, by or at the expense of Tenant, are and shall remain the property of Tenant, and Tenant shall remove the same and repair all damage to the Premises caused by such installation and removal prior to or at the expiration date of the term or any Extension period of this Lease.

**18.
SUBLETTING**

Tenants shall not assign or sublet any part or the whole of the Leased Premises, during the Term of this Lease, or any extension or renewal thereof, without first obtaining on each occasion the consent in writing of Landlord. Notwithstanding any such consent, Tenants shall remain unconditionally and principally liable to Landlord for the payment of all rent and for the full performance of the covenants and conditions of this Lease.

**19.
LOSS OR DAMAGE**

Tenants shall indemnify Landlord against all liabilities, damages and other expenses, including reasonable attorneys' fees, which may be imposed upon, incurred by, or asserted against Landlord by reason of (a) any failure on the part of Tenants to perform or comply with any covenant required to be performed or complied with by Tenants under this Lease, or (b) any injury to person or loss of or damage to property sustained or occurring on the Leased Premises on account of or based upon the act, omission, fault, negligence or misconduct or any person whomsoever other than Landlord.

**20.
USE AND OCCUPANCY**

The Premises may be used and occupied only as a golf course, restaurant and bar, provided any such use is permitted under applicable Federal, state and municipal laws and regulations. Any change in the use of the premises is prohibited unless expressly permitted by the Landlord in writing.

**21.
LANDLORD'S INTEREST**

(a) Landlord reserves the right to assign or transfer any and all of its rights, title and interest under this Lease, including but not limited to the benefit of all covenants of the Tenant hereunder. Notwithstanding anything contained in this Lease to the contrary, it is specifically understood and agreed that the obligations imposed upon Landlord hereunder shall be binding upon Landlord and Landlord's successors in interest only with respect to breaches occurring

during Landlord's successors' respective ownership of Landlord's interest hereunder, and Landlord and its said successors in interest shall not be liable for acts and occurrences arising from and after the transfer of their interest as Landlord hereunder.

(b) If all or any part of Landlord's interest in this Lease shall be held by a trust at any time or times, no trustee, shareholder or beneficiary of said trust shall be personally liable for any of the covenants or agreements, express or implied, hereunder; the Landlord's covenants and agreements shall be binding upon the trustees of said trust as trustee, as aforesaid, and not individually and shall be binding upon the trust estate. Nothing contained in the foregoing shall limit or restrict Tenant's rights to obtain injunctive relief against Landlord.

22.
INDEMNIFICATION

Tenant and Landlord agree to indemnify and defend each other against, and to save each other harmless from, any and all claims of whatever nature for injury or damage to persons or property in or about the Premises caused by their respective negligence or intentional conduct or by the negligence or intentional conduct of their respective employees, agents or contractors.

23.
NET LEASE

It is understood and agreed that Tenant, during the term hereof, is to do all things and make all payments connected with the Premises or arising out of any occupation of the Premises or any part thereof or its appurtenances, except as otherwise expressly provided in this Lease, and under no condition or contingency is Landlord to be called upon to do or perform any act or action or be subject to any liability or responsibility or to make any payments with respect to the Premises or any part thereof, except as otherwise expressly provided in this Lease, all so that this Lease shall yield net to Landlord the rent specified in this Lease, except as otherwise expressly provided in this Lease.

24.
NOTICES

Notice from one party to the other shall be deemed to have been properly given if mailed by registered or certified mail, postage prepaid, return receipt requested, to the other party (a) in the case of Landlord, at the address set forth in the first paragraph in this agreement or any other address of which Tenants has been notified, and (b) in the case of Tenants, at the Leased Premises, or if said notice is delivered or left in or on any part thereof, provided that there is actual or presumptive evidence that the other party or someone on his behalf received said notice. Notwithstanding the foregoing, notice by either party to the other shall be deemed adequate if given any other manner provided or recognized by law.

25.
WAIVER

One or more waivers of any covenant or condition by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition, and the consent or approval by Landlord requiring the other party's consent or approval to or of any similar subsequent act. The failure of either party to seek redress for violation of, or to insist upon strict performance of, any term, covenant or condition in this Lease shall not prevent a similar subsequent act from constituting a default under this Lease.

26.
INVALIDITY OF CERTAIN PROVISIONS

If any provision of this Lease shall be invalid or unenforceable, the remainder of the provisions of this Lease shall not be affected thereby and each and every provision of this Lease shall be enforceable to the fullest extent permitted by law.

EXECUTED as an instrument under seal in duplicate on the day and date first written above.

Landlord:

LeBaron Hills Golf Course, LLC,
By Its Manager



Brian J. Conefrey, Manager

Tenant:

LeBaron Hills Country Club, LLC
By Its Manager:



Brian J. Conefrey, Manager

FIXED RATE NOTE

Lakeville, Massachusetts

December ____, 2023

FOR VALUE RECEIVED, **LeBaron Hills Country Club, LLC**, a limited liability company duly organized under the laws of the Commonwealth of Massachusetts, **LeBaron Hills Golf Course, LLC**, a limited liability company duly organized under the laws of the Commonwealth of Massachusetts, and **Brian J. Conefrey**, Individually, (“Mortgagor” or “Borrower”) of 9 Quail Run, Lakeville, Massachusetts 02347 (jointly and severally, if more than one) promise to pay **CLN Investments, LLC**, a Massachusetts limited liability company (“Mortgagee”) c/o Craig Medeiros, Esq. of 98 East Grove St., Suite 201, Middleboro, Plymouth County, Massachusetts, or order the principal sum of **\$4,000,000.00**, with interest from this date on the disbursed but unpaid principal balance, including accrued interest, at the fixed contract interest rate of **7.00%** per year. The loan shall be amortized over a period of 180 months, resulting in a monthly interest and principal payment of \$35,953.13, due on the 1st day of each month that the loan balance is outstanding.

Any amounts of interest not paid shall be added to the principal balance due hereunder. The principal amount of the loan may be prepaid at any time without penalty.

The maturity date of this loan is December 31, 2038, at which time all principal, interest, expenses, fees, and late charges shall be due in a so-called balloon payment.

The indebtedness evidenced by this Note is secured by a Mortgage, Security Agreement and Assignment of Leases and Rents of even date herewith. Except as otherwise provided herein, all terms, conditions and provisions of this note and mortgage shall remain in full force and effect during the period in which this Note is outstanding. The Mortgage shall serve as security for the payment of the entire indebtedness evidenced by this Note, including all extensions, modifications, forbearances, or renewals of this Note.

At the option of the holder, this Note shall become immediately due and payable without notice or demand upon the occurrence at any time of the following events of default: (1) default of any liability, obligation or undertaking of the Borrower, hereunder or otherwise, including failure to pay in full and when due any installment of principal or interest, or of any endorser or guarantor of any liability, obligation or undertaking, hereunder or otherwise, to the holder; (2) failure of the Borrower to maintain aggregate collateral security value satisfactory to the holder; (3) if any statement, representation or warranty heretofore, now, or hereafter made in connection with the loan evidenced by this Note, or in any supporting financial statement of the Borrower or of any endorser or guarantor hereof shall be determined by the Mortgagee to have been false when made in any material respect; (4) if the Borrower or any endorser or guarantor is a corporation, trust or partnership, the liquidation, termination or dissolution of any such organization, or the merger or consolidation of such organization in to another entity or its ceasing to carry on actively its present business or the appointment of a receiver for its property; (5) the death of the Borrower or of any endorser or guarantor hereof and, if any of the Borrower or any endorser or guarantor hereof is a partnership, the death of any partner; (6) the institution

by or against the Borrower or any endorser or guarantor hereof of any proceedings under the Bankruptcy Code 11 USC 101 et seq. or any other law in which the Borrower or any endorser or guarantor hereof is alleged to be insolvent or unable to pay their respective debts as they mature or the making by the Borrower or endorser or guarantor hereof of an assignment for the benefit of creditors or the granting by the Borrower or endorser or guarantor hereof of a trust mortgage for the benefit of creditors; (7) the service upon the holder hereof of a writ in which the holder is named as trustee of the Borrower or of any endorser or guarantor hereof; (8) the termination of any guaranty hereof; and (9) the occurrence of such a change in the condition or affairs (financial or otherwise) of the Borrower or of any endorser, guarantor or other surety for any obligation of the Borrower to the Mortgagee, or the occurrence of any event or circumstance such that the holder, in its sole discretion, deems that it is insecure or that the prospects for timely or full payment or performance of any obligation of the Borrower to holder has been or may be impaired.

No delay or omission on the part of the holder in exercising any right hereunder shall operate as a waiver of such right or of any other right of such holder, nor shall any delay, omission or waiver on any one occasion be deemed a bar to or waiver of the same or any other right on any future occasion. The Borrower and every other maker and every endorser or guarantor of this Note, regardless of the time, order or place of signing, waives presentment, demand, protest and notices of every kind and assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, exchange or release of collateral, and to the addition or release of any other party or person primarily or secondarily liable. The Borrower and each endorser and guarantor of this Note waive any rights to any homestead exemptions on record as of the date of this Note respecting any premises under the provisions of Chapter 188, Section 1, of the General Laws of Massachusetts.

The Borrower, and each endorser and guarantor of this Note, shall indemnify, defend, and hold the Mortgagee and its employees, agents and attorneys harmless against any claim brought or threatened against the Mortgagee by the Borrower, by any endorser or guarantor, or by any other person (as well as from attorneys' reasonable fees and expenses in connection therewith) on account of the Mortgagee's relationship with the Borrower or any endorser or guarantor hereof (each of which may be defended, compromised, settled or pursued by the Mortgagee with counsel of the Mortgagee's selection, but at the expense of the Borrower and any endorser and/or guarantor).

The Borrower and each endorser and guarantor of this Note agree to pay, upon demand, costs of collection of the principal of and interest on this Note, including without limitation reasonable attorneys' fees. Upon default, interest shall accrue at a rate per annum equal to the aggregate of four percent plus the rate provided for herein. If any payment due under this Note is unpaid for Ten (10) days or more after the due date thereof, the Borrower shall pay, in addition to any other sums due under this Note (and without limiting the holder's other remedies on account thereof), a late charge equal to Three (3%) percent of the amount of such payment.

This Note shall be binding upon the Borrower and each endorser and guarantor hereof and upon their respective heirs, successors, assigns, and representatives, and shall inure to the benefit of the Mortgagee and its successors, endorsees, and assigns.

The liabilities of the Borrower and any endorser or guarantor of this Note are joint and several; provided, however, the release by the Mortgagee of the borrower or any one or more endorser or guarantor shall not release any other person obligated on account of this Note. Any and all present and future debts of the Borrower to any endorser or guarantor of this Note are subordinated to the full payment and performance of all present and future debts and obligations of the Borrower to the Mortgagee. Each reference in this Note to the Borrower, any endorser, and any guarantor, is to such person individually and also to all such persons jointly. No person obligated on account of this Note may seek contribution from any other person also obligated unless and until all liabilities, obligations, and indebtedness to the Mortgagee of the person from whom contribution is sought have been satisfied in full. The release or compromise by the Mortgagee of any collateral shall not release any person obligated on account of this Note.

The Borrower and each endorser and guarantor hereof each authorizes the Mortgagee to complete this Note if delivered incomplete in any respect. A photographic or other reproduction of this Note may be made by the Bank, and any such reproduction shall be admissible in evidence with the same effect of the original itself in any judicial or administrative proceeding whether or not the original is in existence.

This Note is delivered to the Mortgagee, shall be governed by the laws of The Commonwealth of Massachusetts, and shall take effect as a sealed instrument.

Borrower, and each endorser and guarantor of this Note each irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Boston, Massachusetts over any suit, action or proceeding arising out of or relating to this Agreement. Each Borrower, endorser or guarantor, irrevocably waives, to the fullest extent it may effectively do so under law, any objection it may have 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. Each Borrower, endorser or guarantor irrevocably appoints the Secretary of State of the Commonwealth 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 such Borrower's, endorser's or guarantor's address shown below 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 such Borrower, endorser or guarantor.

EACH BORROWER, ENDORSER AND GUARANTOR AND MORTGAGEE EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, AND AFTER AN OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL, WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING IN CONNECTION WITH THIS NOTE, THE OBLIGATIONS, IN ALL MATTERS CONTEMPLATED HEREBY AND DOCUMENTS EXECUTED IN CONNECTION HERewith. EACH BORROWER, ENDORSER AND GUARANTOR CERTIFIES THAT NEITHER THE MORTGAGEE NOR ANY OF ITS REPRESENTATIVES, AGENTS OR COUNSEL HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE MORTGAGEE WOULD NOT IN THE EVENT

OF ANY SUCH PROCEEDING, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO TRIAL BY JURY.

Executed under seal this _____ day of December 2023.

LeBaron Hills Country Club, LLC
By Its Authorized Signatory:

By: 

Brian J. Conefrey, Authorized Signatory Witness _____

LeBaron Hills Golf Course, LLC
By Its Authorized Signatory:

By: 

Brian J. Conefrey, Authorized Signatory Witness _____

By: 

Brian J. Conefrey, Individually Witness _____

SECURITY AND PLEDGE AGREEMENT

December ____, 2023

In order to secure the due and punctual payment of all of the Obligations (as herein defined), LeBaron Hills Country Club, LLC, a Massachusetts limited liability company (hereinafter collectively to as "Debtor") with a an address of 9 Quail Run, Lakeville, MA 02347, hereby grants to CLN Investments, LLC, a Massachusetts limited liability company ("Secured Party") having a principal address located at 98 E. Grove St., Ste. 201, Middleboro, MA 02346, a continuing security interest in the following item(s) of collateral:

PERSONAL PROPERTY AND FIXTURES: All goods, equipment, machinery, tools, license, permits and other personal property and fixtures of every kind and description now or hereafter owned by the Debtor or in which Debtor has an interest.

All of the foregoing items of collateral are hereinafter collectively referred to as the "Collateral"

"Obligations" shall mean all indebtedness and liabilities whatsoever of Debtor to Secured Party, whether direct, indirect, absolute or contingent, due or to become due, now existing or hereafter arising, including without limitation, all indebtedness and obligations evidenced by promissory notes, guarantees, overdrafts, reimbursement agreements for letters of credit and reimbursement obligations to correspondent or affiliate banks for the issuance of letters of credit on behalf of the Debtor and in the Debtor's capacity as Guarantor of any of the aforesaid indebtedness and liabilities, and any collection expenses.

Section 1. Representations, Warranties And Covenants Of Debtor. Debtor hereby represents, warrants and covenants as follows:

- (a) The Collateral is and will continue to be used primarily for business purposes.
- (b) Debtor is or, to the extent that certain of the Collateral is to be acquired after the date hereof, will be, the owner of the Collateral free from any adverse lien, security interest or encumbrance, except for any Permitted Liens, and Debtor will defend the Collateral against all claims and demands of all persons at any time claiming any interest therein. No financing statement covering any Collateral is on file in any filing office of any State, other than the financing statements filed pursuant to this Security Agreement and any Permitted Liens. As used herein, "Permitted Liens" means, singly and collectively, liens on the Debtor's personal property with respect to which a financing statement is on file with a filing office of any State, which is disclosed in a UCC lien search delivered to Secured Party prior to the date hereof and which Secured Party does not require to be terminated.
- (c) Debtor will take such steps as Secured Party may request for Secured Party to obtain (i) possession of documents, instruments, tangible chattel paper, and certificated securities, (ii) acknowledgement, in form and substance satisfactory to Secured Party, of any third party having

possession of any of the Collateral that the third party holds the Collateral for Secured Party, (iii) control of investment property, deposit accounts, letter-of-credit rights and electronic chattel paper, with any agreements establishing control to be in form and substance satisfactory to Secured Party, and (iv) the notation of Secured Party's name on any document. Debtor will take such additional steps as Secured Party may request for Secured Party to otherwise ensure the attachment, perfection and priority of Secured Party's security interest in any of the Collateral, Secured Party's ability to enforce its security interest, and the preservation of Secured Party's rights in the Collateral. If Debtor shall at any time hold or acquire a commercial tort claim, Debtor shall immediately execute and deliver to Secured Party an amendment to this Agreement, in form and substance satisfactory to Secured Party, containing a description of the commercial tort claim sufficient for the attachment of Secured Party's security interest therein.

(d) Debtor will promptly pay any and all taxes, assessments and governmental charges, upon the Collateral or for its use or operation.

(e) Debtor will immediately notify Secured Party of any event causing a substantial loss, or diminution in the value of all or any material part of the Collateral.

(f) Debtor will keep the Collateral free from any adverse lien, security interest or, encumbrance, other than Permitted Liens, and in good order and repair.

(g) Debtor will not sell, license, lease, transfer, or dispose of any of the Collateral or any interest therein (except the sale or lease of inventory in the ordinary course of business), without the prior written consent of Secured Party.

(h) Upon request by Secured Party, Debtor will deliver to Secured Party a detailed aging, of accounts in form and substance acceptable to Secured Party.

(i) Debtor shall permit Secured Party and its agents to inspect any or all of the Collateral at all reasonable times and shall promptly deliver to Secured Party and its agents such information with respect to the Collateral as Secured Party may reasonably request from time to time. The Secured Party may in its own name or in the names of others, communicate with account debtors and other persons obligated on Collateral in order to verify with them, to Secured Party's satisfaction, the existence, amount and terms of any accounts or other rights to payment.

Section 2. Events Of Default. Debtor shall be in default under this Agreement upon the occurrence of any one of the following events (herein referred to as an "Event of Default"):

(a) Any representation or warranty made by Debtor to Secured Party herein shall prove to be false or misleading in any material respect when made;

(b) Default by Debtor in the due observance or performance of any covenant or agreement herein contained;

(c) Default in the payment when due of any indebtedness of Debtor to Secured Party secured hereby;

(d) The occurrence of any other default or Event of Default under any of the documents evidencing or securing the Obligations; or

(e) Loss, theft, substantial damage or destruction of any of the Collateral which is not fully and adequately covered by insurance.

In the event that any of the Obligations secured hereby is evidenced by a note payable on demand, the foregoing Events of Default shall be inapplicable to such Obligation, and the only Event of Default hereunder shall be the failure of Debtor to pay such Obligation in full after demand for payment thereof is made by Secured Party. If such note is modified at any time so that the Obligations evidenced thereby are payable other than on demand, the foregoing Events of Default shall apply to such Obligation from and after the date of such modification.

Section 3. Remedies Upon Event Of Default. If any Event of Default occurs, Secured Party may declare all obligations secured hereby to be immediately due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby expressly waived. Secured Party may exercise all the rights and remedies of a secured party under the UCC. Secured Party may require Debtor to assemble the Collateral and make it available to Secured Party at a place designated by Secured Party. The requirements of reasonable notice shall be met if notice is mailed, postage prepaid, to Debtor at its address set forth above at least ten (10) days before the time of sale or other disposition of the Collateral. The Secured Party shall have the right to demand from the Debtor a list of all accounts or other rights to payment included in the Collateral and to notify any and all account debtors and other persons obligated on Collateral to make payment thereof directly to Secured Party. Secured Party shall also have the right to (i) open all mail addressed to Debtor; (ii) change the Post Office box or mailing address of Debtor; and (iii) use Debtor's stationery and billing forms or facsimiles thereof, for the purpose of collecting accounts and realizing upon the Collateral. Debtor understands and agrees the Secured Party may exercise its rights hereunder without affording Debtor an opportunity for a preseizure hearing before Secured Party, through judicial process or otherwise, takes possession of the Collateral upon the occurrence of an Event of Default, and Debtor expressly waives any right it may have to such prior hearing.

Section 4. Expenses Debtor will pay to Secured Party on demand the amount of any-filing or recording fees and any and all expenses, including attorneys' fees, incurred or paid by Secured Party in ensuring the attachment, perfection and priority of or ability to enforce its security interest in any of the Collateral and in protecting or enforcing any of its rights hereunder, including its right to collect, take possession of, store, and dispose of any of the Collateral or any proceeds thereof.

Section 5. Waivers, Non-Exclusive Remedies. No failure or delay on the part of Secured Party in exercising any rights under this Security Agreement or applicable law shall operate as a waiver thereof, nor shall any single or partial exercise by Secured Party of any of such rights preclude any other or further exercise thereof or the exercise of any other rights with respect to the Collateral, and no waiver as to one Event of Default shall affect the rights of Secured Party as to any other or subsequent Event of Default.

Section 6. Changes In Writing. This Agreement and any provision hereof may not be amended, waived or terminated except by a written instrument signed by Secured Party and Debtor.

Section 7. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts, except to the extent that the validity or perfection of the security interest(s) or the remedies hereunder are governed by the law of another jurisdiction.

Section 8. Defined Terms. References in this Agreement to the "UCC" are to the Uniform Commercial Code of the Commonwealth of Massachusetts. Terms defined in the UCC and not otherwise defined herein have the same meanings as defined in the UCC. If a term is defined in Article 9 of the UCC and also in another Article of the UCC, the term defined in Article 9 shall control.

Section 9. Successors And Assigns. All the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective heirs, personal representatives, successors and assigns of the parties hereto.

Section 10. General Authority. Debtor irrevocably authorizes Secured Party at any time and from time to time to file in any filing office of any State any initial financing statements and amendments to financing statements indicating the Collateral in form and substance satisfactory to Secured Party. Secured Party may, at its election, discharge taxes, liens or security interests or other encumbrances at any time levied or placed upon the Collateral, pay for insurance on the Collateral and pay for the maintenance and preservation of the Collateral. Debtor agrees to reimburse Secured Party on demand for any payment made, or any expense incurred by Secured Party pursuant to the foregoing authorization.

Section 11. Power Of Attorney. Debtor hereby appoints Secured Party its true and lawful attorney with full power of substitution to take such action as Secured Party deems necessary or advisable to ensure the attachment, perfection, and priority of, and Secured Party's ability to enforce, its security interest in any Collateral, to demand, collect, receive, receipt for, sue for, compound and give acquittance for, any and all amounts due and to become due on any accounts or other rights to payment and to endorse the name of the Debtor on all instruments, documents, and certificated securities given in payment or part-payment thereof and in its discretion to file any claim or take any other action which Secured Party may deem necessary or appropriate to protect and preserve and realize upon the security interest of the Secured Party in any Collateral, to obtain, adjust, settle and cancel any insurance and endorse any drafts or other instruments in payment of any loss, to take any actions permitted by Section 10 hereof and to do all other acts or things contemplated by this Agreement.

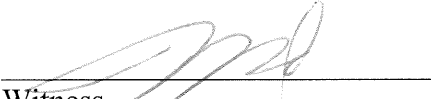
Section 12. Pledge. The Debtor does hereby pledge the all alcoholic common victaullers license serving the premises located at 183 Rhode Island Road, Lakeville, MA 02347 as part of this Security and Pledge Agreement.

IN WITNESS WHEREOF, this Agreement is executed by Debtor under seal on the date set forth above.

DEBTOR:

LeBaron Hills Country Club, LLC

By: 
Brian J. Conefrey, Manager


Witness-

**COMMERCIAL MORTGAGE, SECURITY AGREEMENT AND
ASSIGNMENT OF LEASES AND RENTS**

This **COMMERCIAL MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF LEASES AND RENTS** (this "Mortgage") is entered into between **LEBARON HILLS GOLF COURSE, LLC**, a limited liability company duly organized under the laws of the Commonwealth of Massachusetts, of 1 Lakeville Business Park Drive, Suite 2A, Lakeville, MA 02347 (hereinafter singly or collectively called the "Mortgagor") and **CLN Investments, LLC**, a Massachusetts Limited Liability Company, c/o Craig Medeiros, Esq. of 98 East Grove Street, Suite 201, Middleboro, Plymouth County, Massachusetts (hereinafter called the "Mortgagee").

1. Mortgage, Obligations and Future advances.

1.1. Mortgage. For valuable consideration paid, the receipt and sufficiency of which is hereby acknowledged, Mortgagor hereby grants to the Mortgagee, with **MORTGAGE COVENANTS**, the "Property" described below to secure the prompt payment and performance of the Obligations (as herein defined), including, but not limited to, Mortgagor's promissory note of even date herewith in the original principal amount of **\$4,000,000.00** (the "Amount").

1.2. Security Interest in Property. As continuing security for the Obligations, Mortgagor hereby pledges, assigns and grants to the Mortgagee a security interest in any of the Property (as herein defined) constituting personal property or fixtures. This Mortgage shall be deemed to be a security agreement and financing statement pursuant to the terms of the Uniform Commercial Code of Massachusetts.

1.3. Collateral Assignment of Leases and Rents. Mortgagor hereby assigns to the Mortgagee as collateral security for the Obligations all of Mortgagor's rights and benefits under any and all leases (as herein defined) and any and all rents and other amounts now or hereafter owing with respect to the Leases or the use or occupancy of the Property. This collateral assignment shall be absolute and effective immediately, but Mortgagor shall continue to collect rents owing under the Leases until an Event of Default (as herein defined) occurs and Mortgagee exercises its rights and remedies to collect such rents as set forth herein.

1.4. Property. The term "Property", as used in this Mortgage, shall mean the certain parcel or parcels of land, together with the structures and improvements now or hereafter thereon and more particularly described in Exhibit "A" attached hereto, which has an address of **183 Rhode Island Road, Lakeville, MA 02347** (the "Address") together with: (i) all rights now or hereafter existing, belonging or pertaining thereto; (ii) all goods, furniture, machinery, equipment, fixtures, accounts, contract rights, documents, instruments, proceeds of insurance, general intangibles and other items of personal property of the Mortgagor or in which it has an

interest, now owned or hereafter acquired, that are located on or used in connection with the Property and any substitutions, replacements, accessions and proceeds of any of the foregoing; (iii) all judgments, awards of damages and settlements hereafter made as a result or in lieu of any Taking, as hereinafter defined; (iv) all of the rights and benefits of Mortgagor under any present or future leases and agreements relating to the Property, or use of occupancy thereof together with any extensions and renewals thereof, specifically excluding all duties or obligations of Mortgagor of any kind arising thereunder (the "Leases"); and (v) all contracts, permits and licenses respecting the use, operation or maintenance of the Property.

1.5. Obligations. The terms "Obligation(s)", as used in this Mortgage, shall mean, without limitation, all loans, advances, indebtedness, notes, liabilities and amounts, liquidated or unliquidated, owing by Mortgagor, or any one or more of them, to the Mortgagee at any time, of each and every kind, nature and description, whether arising under this Mortgage or otherwise, and whether secured or unsecured, direct or indirect (that is, whether the same are due directly by Mortgagor, or any one or more of them, to the Mortgagee; or are due indirectly by Mortgagor, or any one or more of them, to the Mortgagee as endorser, guarantor or other surety, or as obligor of obligations due third persons which have been endorsed or assigned to the Mortgagee, or otherwise), absolute or contingent, due or to become due, now existing or hereafter contracted including without limitation payment of the Amount when due. Said term shall also include all interest and other charges chargeable to, or due from Mortgagor, or any one or more of them, to the Mortgagee from time to time and all costs and expenses referred to in this Mortgage.

1.6. Cross-Collateral and Future Advances. It is the express intention of the Mortgagor that this Mortgage secure payment and performance of all of the Obligations, whether now existing or hereinafter incurred by reason of FUTURE ADVANCES by the Mortgagee or otherwise, and regardless of whether such Obligations are or were contemplated by the parties at the time of the granting of this Mortgage. Notice of the continuing grant of this Mortgage shall not be required to be stated on the face of any document evidencing any of the Obligations, nor shall such documents be required to otherwise specify that they are secured hereby.

2. Representations, Warranties, Covenants.

2.1. Representations and Warranties. Mortgagor represents and warrants that:

(a) This Mortgage has been duly executed and delivered by Mortgagor and is the legal, valid and binding obligation of Mortgagor enforceable in accordance with its terms except as limited by bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors' rights generally;

(b) As of the date hereof, there are not Hazardous Substances (as herein defined) in, on or under the Property, except as disclosed in writing to and acknowledged by the Mortgagee; and

(c) Each Obligation is a commercial obligation and does not represent a loan used for personal, family or household purposes and is not a consumer transaction, or otherwise subject to the provisions of M.G.L. chapter 140D, the Federal Truth in Lending Act or Federal Reserve

Board Regulation Z, or other such consumer statutes or regulations and restrictions.

2.2. Recording; Further Assurances. Mortgagor covenants that it shall, at its sole cost and expense and upon the request of the Mortgagee, cause this Mortgage, and each amendment, modification or supplement hereto, to be recorded and filed in such manner and in such places, and shall at all times comply with all such statutes and regulations, as may be required by law in order to establish, preserve and protect the interest of the Mortgagee in the Property and the rights of the Mortgagee under this Mortgage. Upon the written request of the Mortgagee, and at the sole expense of Mortgagor, Mortgagor will promptly execute and deliver such further instruments and documents and take such further actions as the Mortgagee may deem desirable to obtain the full benefits of this Mortgage and of the rights and powers herein granted, including, without limitation, delivery of any certificate of title, filing any financing statement under the Uniform Commercial Code, and obtaining any consents or estoppel certificates of lessees under the Leases that the Mortgagee deems appropriate. Mortgagor authorizes the Mortgagee to file any such financing statement without the signature of the Mortgagor to the extent permitted by applicable law, and to file a copy of this Agreement in lieu of a financing statement.

2.3. Restrictions on Mortgagor. Mortgagor covenants that it will not, directly or indirectly, without the prior written approval of the Mortgagee in each instance:

(a) Sell, convey, assign, transfer, mortgage, pledge, hypothecate, lease or dispose of all or any part of any legal or beneficial interest in the Mortgagor or the Property or any part thereof or permit any of the foregoing, except as expressly permitted by the terms of this Mortgage;

(b) Permit the use, generation, treatment, storage, release or disposition of any Hazardous Substances on the Property. As used in this Mortgage, the term "Hazardous Substances" shall include any oil or other material or substance constituting hazardous waste or hazardous materials or substances under any applicable federal or state law, regulation or rule; or

(c) Permit to be created or suffer to exist any mortgage, lien, security interest, attachment, or other encumbrances or charge on the Property or any part thereof or interest therein (except for the Permitted Encumbrances), including, without limitation, (i) any lien arising under any federal, state or local statute, rule, regulation or law pertaining to the release or clean-up of Hazardous Substances and (ii) any mechanics' or materialmen's lien. Mortgagor further agrees to give the Mortgagee prompt written notice of the imposition of any lien referred to in the Section and to take any action necessary to secure the prompt discharge or release of the same. Mortgagor agrees to defend its title to the Property and the Mortgagee's interest therein against the claims of all persons and, unless the Mortgagee requests otherwise, to appear in and diligently contest, at Mortgagor's sole cost and expense, any action or proceeding that purports to affect Mortgagor's title to the Property or the priority or validity of this Mortgage or the Mortgagee's interest hereunder.

2.4. Operation of Property. Mortgagor covenants and agrees as follows:

(a) Mortgagor will not permit the Property to be used for any unlawful or improper purpose, will at all times comply with all federal, state and local laws, ordinances and regulations, and will obtain and maintain all governmental or other approvals, relating to Mortgagor, the Property or the use thereof, including without limitation, any applicable zoning or building codes or regulations and any laws or regulations relating to the handling, storage, release or clean-up of Hazardous Substances, and will give prompt written notice to the Mortgagee of (i) any violation of any such law, ordinance or regulation by Mortgagor or relating to the Property, (ii) receipt of notice from any federal, state or local authority alleging any such violation and (iii) the presence or release on the Property of any Hazardous Substances;

(b) Mortgagor will at all times keep the Property insured for such losses or damage, in such amounts and by such companies as may be required by law or which the Mortgagee may require, provided that, in any case, Mortgagor shall maintain; (i) physical hazard insurance on an "all risks" basis in an amount not less than 100% of the full replacement cost of the Property; (ii) flood insurance if and as required by applicable federal law and as otherwise required by the Mortgagee; (iii) comprehensive commercial general liability insurance; (iv) rent loss insurance; and (v) such other insurance as the Mortgagee may require from time to time. All policies regarding such insurance shall be issued by companies licensed to do business in the state where the policy is issued and also in the Commonwealth of Massachusetts, are otherwise acceptable to the Mortgagee, provide deductible amounts acceptable to the Mortgagee, name the Mortgagee as mortgagee, loss payee and additional insured, and provide that no cancellation or material modification of such policies shall occur without at least thirty (30) days' prior written notice to the Mortgagee. Such policies shall include (i) a mortgage endorsement determined by the Mortgagee in good faith to be equivalent to the "standard" mortgage endorsement so that the insurance, as to the interest of the Mortgagee, shall not be invalidated by any act or neglect of Mortgagor or the owner of the Property, any foreclosure or other proceedings or notice of sale relating to the Property, any change in the title to or ownership of the Property, or the occupation or use of the Property for purposes more hazardous than are permitted at the date of inception of such insurance policies; (ii) a replacement cost endorsement; (iii) an agreed amount endorsement; (iv) a contingent liability from operation endorsement; and (v) such other endorsements as the Mortgagee may request. Mortgagor will furnish to the Mortgagee upon request such original policies, certificates of insurance, or other evidence of the foregoing as is acceptable to the Mortgagee. The terms of all insurance policies shall be such that no co-insurance provisions apply, or if a policy does contain a co-insurance provision, Mortgagor shall insure the Property in an amount sufficient to prevent the application of the co-insurance provisions;

(c) Mortgagor will not enter into or modify the Leases without the prior written consent of the Mortgagee, execute any assignment of the Leases except in favor of the Mortgagee, or accept any rentals under any Lease for more than one month in advance, and will at all times perform and fulfill every term and condition of the leases;

(d) Mortgagor will at all times (i) maintain complete and accurate records and books regarding the Property in accordance with generally accepted accounting principles and (ii) permit the Mortgagee and the Mortgagee's agents, employees and representatives, at such reasonable times as the Mortgagee may request, to enter and inspect the Property and such

books and records;

(e) Mortgagor will at all times keep the Property in good and first rate repair and condition (damage from casualty not excepted) and will not commit or permit any strip, waste, impairment, deterioration or alteration of the Property or any part thereof.

2.5. Payments. The Mortgagor covenants to pay when due:

All Federal, State, Municipal or other taxes, betterment assessments and other governmental levies, water rates, sewer charges, insurance premiums, and other charges on the Property, this Mortgage or any Obligation secured hereby that could, if unpaid, result in a lien on the Property or on any interest therein. If and when requested by the Mortgagee, Mortgagor shall deposit from time to time with the Mortgagee sums determined by the Mortgagee to be sufficient to pay when due the amounts referred to in this section. Mortgagor shall have the right to contest any notice, lien, encumbrance, claim, tax, charge, betterment assessment or premium filed or asserted against or relating to the Property; provided that it contests the same diligently and in good faith and by proper proceedings and, at the Mortgagee's request, provides the Mortgagee with adequate cash security, in the Mortgagee's reasonable judgment, against the enforcement thereof. Mortgagor shall furnish to the Mortgagee the receipted real estate tax bills or other evidence of payment of real estate taxes for the Property within thirty (30) days prior to the date from which interest or penalty would accrue for nonpayment thereof. Mortgagor shall also furnish to the Mortgagee evidence of all other payments referred to above within fifteen (15) days after written request therefor by the Mortgagee.

2.6. Notices; Notice of Default. Mortgagor will deliver to the Mortgagee, promptly upon receipt of the same, copies of all notices or other documents it receives that affect the Property or its use or claim that the Mortgagor is in default in the performance or observance of any of the terms hereof or that the Mortgagor or any tenant is in default of any terms of the Leases. The Mortgagor further agrees to deliver to the Mortgagee written notice promptly upon the occurrence of any Event of Default hereunder, or event that with the giving of notice or lapse of time or both would constitute an Event of Default hereunder.

3. Takings. In case of any condemnation for public use of, or any damage by reason of the action of any public or governmental entity or authority to, all or any part of the Property (a "Taking"), or the commencement of any proceedings or negotiations that might result in a Taking, Mortgagor shall promptly give written notice to the Mortgagee, describing the nature and extent thereof. The Mortgagee may, at its option, appear in any proceeding for a Taking or any negotiations relating to a Taking and Mortgagor shall promptly give to the Mortgagee copies of all notices, pleadings, determinations and other papers relating thereto. The Mortgagor shall in good faith and with due diligence and by proper proceedings file and prosecute its claims for any award or payment on account of any Taking. Mortgagor shall not settle any such claim without the Mortgagee's prior written consent. Mortgagor shall hold any amounts received with respect to such awards or claims, by settlement, judicial decree, or otherwise, in trust for the Mortgagee and promptly pay the same to the Mortgagee. Mortgagor authorizes any award or settlement due in connection with a Taking to be paid directly to the Mortgagee in amounts not exceeding the Obligations. The Mortgagee may apply such amounts to the Obligations in such

order as the Mortgagee may determine.

4. Insurance Proceeds. The proceeds of any insurance resulting from any loss with respect to the Property shall be paid to the Mortgagee and, at the option of the Mortgagee, be applied to the Obligations in such order as the Mortgagee may determine; provided, however, that if the Mortgagee shall require repair of the Property, the Mortgagee may release all or any portion of such proceeds to Mortgagor for such purpose. Any insurance proceeds paid to Mortgagor shall be held in trust for the Mortgagee and promptly paid to it.

5. Certain Rights of the Mortgagee.

5.1. Advances. If Mortgagor fails to pay or perform any of its obligations respecting the Property, after notice to Mortgagor, the Mortgagee may in its sole discretion do so. Such payments may include, but are not limited to, payments for taxes, assessments and other governmental levies, water rates, insurance premiums, maintenance, repairs or improvements constituting part of the Property.

5.2. Legal Proceedings. The Mortgagee shall have the right, but not the duty, to intervene or otherwise participate in any legal or equitable proceedings that, in the Mortgagee's reasonable judgment, might affect the Property or any of the rights created or secured by this Mortgage. The Mortgagee shall have the right whether or not there shall have occurred an Event of Default hereunder.

5.3. Appraisals/Assessments. The Mortgagee shall have the right, at Mortgagor's sole cost and expense, to obtain appraisals, environmental site assessments or other inspections of the portions of the Property that are real estate at such times as the Mortgagee deems necessary or as may be required by applicable law, or prevailing credit or underwriting policies.

5.4. Financial Statements. Mortgagor and any guarantors of the Obligations of Mortgagor shall, at their own expense, provide to the Mortgagee within ninety (90) days after the end of each calendar year, financial statements in form acceptable to the Mortgagee and tax returns.

6. Defaults and Remedies.

6.1. Events of Default. Event of Default shall mean the occurrence of any one or more of the following events:

- (a) default of any liability, obligation or undertaking of either or both Mortgagors to the Bank, hereunder or otherwise, including failure to pay in full and when due any installment of principal or interest;
- (b) failure by Mortgagor to perform, observe or comply with any of the covenants, agreements, terms or conditions set forth in this Mortgage;
- (c) the (i) occurrence of any material loss, theft, damage or destruction of, or (ii)

issuance or making of any levy, seizure, attachment, execution or similar process on a material portion of the Property;

(d) failure of the Mortgagor to maintain aggregate collateral security value satisfactory to the Bank;

(e) failure of the Mortgagor or any other party to pay when due any premium on any life insurance policy held as collateral for the Obligations;

(f) if any statement, representation or warranty heretofore, now, or hereafter made in connection with this Mortgage, or in any supporting financial statement of the Mortgagor shall be determined by Mortgagee to have been false when made in any material respect;

(g) if the Mortgagor or any guarantor of the Obligations is a corporation, trust or partnership, the liquidation, termination or dissolution of any such organization, or the merger or consolidation of such organization in to another entity or is ceasing to carry on actively its present business or the appointment of a receiver for its property;

(h) the death of the Mortgagor or of any guarantor of the Obligations and, if any of the Mortgagor or any guarantor of the Obligations is a partnership, the death of any partner;

(i) the institution by or against the Mortgagor or guarantor of the Obligations of any proceedings under the Bankruptcy Code, 11 USC section 101 et seq. or any other law in which the Mortgagor 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 Mortgagor or any guarantor of the Obligations of an assignment for the benefit of creditors or the granting by the Mortgagor or any guarantor of the Obligations of a trust mortgage for the benefit of creditors;

(j) the service upon the Mortgagee hereof of a writ in which the Mortgagee is named as trustee of the Mortgagor or of any guarantor of the Obligations;

(k) the termination of any guaranty of the Obligations; or

(l) the occurrence of such a change in the condition or affairs (financial or otherwise) of the Mortgagor or any guarantor or other surety for any of the Obligations or the occurrence of any event or circumstance such that the Mortgagee, 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.

6.2. Remedies. On the occurrence of any Event of Default the Mortgagee may, at any time thereafter, at its option and, to the extent permitted by applicable law, without notice, exercise any or all of the following remedies:

(a) declare the Obligations due and payable, and the Obligations shall thereupon become immediately due and payable, without presentment, protest, demand or notice of any kind, all of which are hereby expressly waived by Mortgagor except for Obligations due and payable on

demand, which shall be due and payable on demand whether or not an event of default has occurred hereunder;

(b) take possession of the Property (including all records and documents pertaining thereto) and exclude Mortgagor therefrom, and operate the Property as a mortgagee in possession with all the powers as could be exercised by a receiver or as otherwise provided herein or by applicable law;

(c) receive and collect all rents, income and profits from the Property, including as may arise under the Leases, and Mortgagor appoints the Mortgagee as its true and lawful attorney with the power for the Mortgagee in its own name and capacity to demand and collect such rents, income and profits and take any action that Mortgagor is authorized to take under the Leases. Lessees under the Leases are hereby authorized and directed, following notice from the Mortgagee, to pay all amounts due Mortgagor under the Leases to the Mortgagee, whereupon such lessees shall be relieved of any and all duty and obligation to Mortgagor with respect to such payments so made;

(d) sell the Property or any part thereof or interest therein pursuant to exercise of its STATUTORY POWER OF SALE or otherwise at public auction on terms and conditions as the Mortgagee may determine or otherwise foreclose this Mortgage in any manner permitted by law, and upon such sale, Mortgagor shall execute and deliver such instruments as the Mortgagee may request in order to convey and transfer all of Mortgagor's interest in the Property, and the same shall operate to divest all rights, title and interest of Mortgagor in and to the Property. In the event this Mortgage shall include more than one parcel of property or subdivision (each hereinafter called a "portion"), the Mortgagee shall, in its sole and exclusive discretion, be empowered to foreclose upon any such portion without impairing its right to foreclose subsequently upon any other portion or the entirety of the Property from time to time thereafter. In addition, the Mortgagee may in its discretion, subordinate this mortgage to one or more Leases for the sole purpose of preserving any such Lease in the event of a foreclosure;

(e) cause one or more environmental assessments to be taken, arrange for the clean-up of any Hazardous Substances, or otherwise cure Mortgagor's failure to comply with any statute, regulation or ordinance relating to the presence or clean-up of Hazardous Substances and Mortgagor shall provide the Mortgagee or its agents with access to the Property for such purposes; provided that the exercise of any of such remedies shall not be deemed to have relieved Mortgagor from any responsibility therefor or given the Mortgagee "control" over the Property or cause the Mortgagee to be considered to be a mortgagee in possession, "owner" or "operator" of the Property for purposes of any applicable law, rule or regulation pertaining to Hazardous Substances; and

(f) take such other actions or proceedings as the Mortgagee deems necessary or advisable to protect its interest in the Property and ensure payment and performance of the Obligations including, without limitation, appointment of a receiver (and Mortgagor hereby waives any right to object to such appointment) and exercise of any of the Mortgagee's remedies provided in the Obligations or in any document evidencing, securing or relating to any of the Obligations or available to a secured party under the Uniform Commercial Code of Massachusetts or under

other applicable law.

This Mortgage is upon the **STATUTORY CONDITION**, for any breach of which the Mortgagee shall have the **STATUTORY POWER OF SALE** and any other remedies provided by applicable law including, without limitation, the right to pursue a judicial sale of the Property or any portion thereof by deed, assignment or otherwise. Mortgagor agrees and acknowledges that the acceptance by the Mortgagee of any payments from, or on behalf of, Mortgagor after the occurrence of any Event of Default, the exercise by the Mortgagee of any remedy set forth herein or the commencement of foreclosure proceedings against the Property shall not waive the Mortgagee's right to foreclose or operate as a bar or estoppel to the exercise of any other rights or remedies of the Mortgagee. Mortgagor agrees and acknowledges that the Mortgagee, by making payments or incurring costs described herein, shall be subrogated to any right of Mortgagor to seek reimbursement from any third parties including without limitation, any predecessor in interest to Mortgagor's title or other party who may be responsible under any law, regulation or ordinance relating to the presence or clean-up of Hazardous Substances.

6.3. Cumulative Rights and Remedies. All of the foregoing rights, remedies and options are cumulative and in addition to any rights the Mortgagee might otherwise have, whether at law or by agreement and may be exercised separately or concurrently. Mortgagor further agrees that the Mortgagee may exercise any or all of its rights or remedies set forth herein without having to pay Mortgagor any sums for the use or occupancy of the Property.

6.4. Mortgagor's Waiver of Certain Rights. To the extent permitted by applicable law, Mortgagor hereby waives the benefit of all present and future laws (i) providing for any appraisal before sale of all or any portion of the Property or (ii) in any way extending the time for the enforcement of the collection of the Obligations or creating or extending a period of redemption from any sale made hereunder.

7. Miscellaneous.

7.1. Payments by the Mortgagee. To the extent permitted by applicable law, Mortgagor shall pay to the Mortgagee, on demand, all reasonable expenses (including attorney's fees and expenses and reasonable consulting, accounting, appraisal, brokerage and similar professional fees and charges) incurred by the Mortgagee in connection with the Mortgagee's interpretation, exercise, preservation or enforcement of any of its rights, remedies and options set forth in this Mortgage (including without limitation any amounts expended pursuant to Sections 5 and 6 hereof) and in connection with any litigation, proceeding or dispute whether arising hereunder or otherwise relating to the Obligations, together with interest thereon to the extent permitted by applicable law until paid in full by Mortgagor at the highest rate set forth in the Obligations. Any amounts owed by Mortgagor hereunder shall be, until paid, part of the Obligations, and the Mortgagee shall be entitled, to the extent permitted by law, to receive and retain such amounts in any action for a deficiency against or redemption by the Mortgagor, or any accounting for the proceeds of a foreclosure sale or of insurance proceeds. All references to "attorneys" in this Section 7 and elsewhere in the Mortgage shall include without limitation any attorney or law firm engaged by the Mortgagee and the Mortgagee's in-house counsel, and all references to "fees and expenses" in this Mortgage shall include without limitation any fees of

such attorney or law firm and any allocated charges and allocation costs of the Mortgagee's in-house counsel. The obligations of Mortgagor under Section 7 shall survive any payment or satisfaction of any of the other Obligations.

7.2. Indemnification Regarding Leases. Mortgagor hereby agrees to indemnify and hold the Mortgagee and each of its Trustees, employees, agents and attorneys (each an "Indemnitee") harmless from all losses, damages, claims, costs or expenses (including attorneys' fees and expenses) resulting from the assignment of the Leases and from all demands that may be asserted against such Indemnitees arising from any undertakings on the part of the Mortgagee to perform any obligations under the Leases. It is understood that the assignment of the Leases shall not operate to place responsibility for the control or management of the Property upon the Mortgagee or any Indemnitees or make them liable for performance of any of the obligations of Mortgagor under Leases, respecting any condition of the Property or any other agreement or arrangement, written or oral, or applicable law.

7.3. Indemnification Regarding Hazardous Substances. Mortgagor hereby agrees to indemnify and hold harmless each Indemnitee from and against any and all losses, damages, claims, costs or expenses, including without limitation litigation costs and attorneys' fees and expenses and fees or expenses of any environmental engineering or clean-up firm, incurred by such Indemnitee and arising out of or in connection with the Property or resulting from the application of any current or future law, regulation or ordinance relating to the presence or clean-up of Hazardous Substances on or affecting the Property.

7.4. Indemnitee's Expenses. If any Indemnitee is made a party defendant to any litigation or any claim is threatened or brought against such Indemnitee concerning this Mortgage or the Property or any part thereof or therein, or concerning the construction, maintenance, operation or the occupancy or use thereof by the Mortgagor or other person or entity, then the Mortgagor shall indemnify, defend and hold each Indemnitee harmless from and against all liability by reason of said litigation or claims, including attorneys' fees and expenses incurred by such Indemnitee in connection with any such litigation or claim whether or not any such litigation or claim is prosecuted to judgment.

7.5. Waivers. The Mortgagor 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 Mortgagee in exercising or enforcing any of its rights, powers, privileges, remedies, immunities or discretions (all of which are hereinafter collectively referred to as "the Mortgagee's rights and remedies") hereunder shall constitute a waiver thereof; and no waiver by the Mortgagee of any default of the Mortgagor hereunder or of any demand shall operate as a waiver of any other default hereunder or of any other demand. No term or provision hereof shall be waived, altered or modified except with the prior written consent of the Mortgagee, which consent makes explicit reference to this Mortgage. Except as provided in the preceding sentence, no other agreement or transaction, of whatsoever nature, entered into between the Mortgagee and the Mortgagor at any time (whether before, during or after the effective date or term of this Mortgage) shall be construed as a waiver, modification or limitation of any of the Mortgagee's rights and remedies under this Mortgage

(nor shall anything in this Mortgage be construed as a waiver, modification or limitation of any of the Mortgagee's rights and remedies under any such other agreement or transaction) but all the Mortgagee's rights and remedies not only under the provisions of this Mortgage but also under any such other agreement or transaction shall be cumulative and not alternative or exclusive, and may be exercised by the Mortgagee at such time or times and in such order of preference as the Mortgagee in its sole discretion may determine.

7.6. Severability. If any provision of this Mortgage 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 Mortgage (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.

7.7. 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, and shall remain in full force and effect (and the Mortgagee shall be entitled to rely thereon) until terminated as to future transactions by written notice from either party to the other party of the termination hereof; provided that any such termination shall not release or affect any Collateral in which the Mortgagee already has a security interest or any Obligations incurred or rights accrued hereunder prior to the effective date of such notice (as hereinafter defined) of such termination. Notwithstanding any such termination, the Mortgagee shall have a security interest in all Collateral to secure the payment and performance of Obligations arising after such termination as a result of commitments or undertakings made or entered into by the Mortgagee prior to such termination. The Mortgagee may transfer and assign this Mortgage and deliver the Collateral to the assignee, who shall thereupon have all of the rights of the Mortgagee; and the Mortgagee shall then be relieved and discharged of any responsibility or liability with respect to this Mortgage and the Collateral.

7.8. Notices. Any notices under or pursuant to this Mortgage shall be deemed duly received by the Mortgagor and effective if delivered in hand to any officer or agent of the Mortgagor, or if mailed by registered or certified mail, return receipt requested, addressed to the Mortgagor at the Mortgagor's last address on the Mortgagee's records.

Any notices to the Mortgagee under or pursuant to this Mortgage shall be mailed to the Mortgagee by registered, certified, or express mail, return receipt requested, addressed to the Mortgagee at the address shown at the beginning of this Mortgage and shall be deemed effective five (5) days after receipt by the Mortgagee.

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

7.10. Reproductions. This Agreement and all documents which have been or may be hereinafter furnished by Mortgagor to the Mortgagee may be reproduced by the Mortgagee by any photographic, photostatic, microfilm, xerographic, or similar process, and 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).

7.11. Jurisdiction and Venue. Mortgagor irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Boston, Massachusetts over any suit, action or proceeding arising out of or relating to this Mortgage. Mortgagor irrevocably waives, to the fullest extent it may effectively do so under applicable law, any objection it may have 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. Mortgagor irrevocably appoints the Secretary of State of the Commonwealth 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 either (i) by mailing a copy thereof by registered or certified mail, postage prepaid, return receipt requested, to Mortgagor's address shown below or as notified to the Mortgagee and (ii) by serving the same upon such agent and agrees that such service shall in every respect be deemed effective service upon Mortgagor.

7.12. JURY WAIVER. THE MORTGAGOR AND MORTGAGEE EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, AND AFTER AN OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL, WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING IN CONNECTION WITH THIS MORTGAGE, THE OBLIGATIONS, IN ALL MATTERS CONTEMPLATED HEREBY AND DOCUMENTS EXECUTED IN CONNECTION HEREWITH. THE MORTGAGOR CERTIFIES THAT NEITHER THE MORTGAGEE 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.

Signed and sealed this 14th ^{November} day of December, 2023.

LEBARON HILLS GOLF COURSE, LLC
By Its Authorized Signatory:

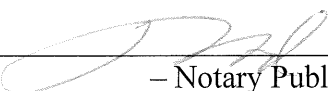


Brian J. Conefrey, Authorized Signatory

THE COMMONWEALTH OF MASSACHUSETTS

Plymouth, ss

On this 14th ^{November} day of December, 2023, before me, the undersigned notary public, personally appeared Brian J. Conefrey, proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person(s) whose name(s) is/are signed on the preceding or attached document, and acknowledged to me that he/she/they signed it voluntarily for its stated purpose as authorized signatory of LEBARON HILLS GOLF COURSE, LLC as its free act and deed.



- Notary Public
My commission expires:

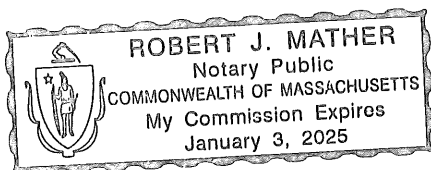


EXHIBIT A - PROPERTY DESCRIPTION

Mortgagor: LEBARON HILLS GOLF COURSE, LLC

Property Address: 183 Rhode Island Road, Lakeville, Massachusetts 02347

PURCHASE AND SALE AGREEMENT

This **PURCHASE AND SALE AGREEMENT** is entered into as of October 27, 2023 (the “**Effective Date**”), and is by and among **ASSAWOMPSETT GOLF COMPANY, LLC**, a Massachusetts limited liability company with a mailing address of 183 Rhode Island Road, Lakeville, Massachusetts 02347 (“**Assawompsett**”), **GOLF BLUES, LLC**, a Massachusetts limited liability company with a mailing address of 145 Island Street, Stoughton, Massachusetts 02072 (“**Golf Blues**” and together with Assawompsett, the “**RE Seller**”), **LEBARON OPERATING COMPANY, LLC**, a Massachusetts limited liability company with a mailing address of 183 Rhode Island Road, Lakeville, Massachusetts 02347 (the “**Asset Seller**” and together with the RE Seller, the “**Seller**”), and **BRIAN J. CONEFREY**, and individual with a mailing address of 91 George Leven Drive, North Attleboro, Massachusetts 02760 (the “**Purchaser**”).

In consideration of the mutual promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

RECITALS

- A. Assawompsett owns the Real Property (as hereinafter defined) in Lakeville and Taunton, Massachusetts.
- B. Asset Seller owns and operates the Lebaron Hills Country Club (the “**Business**”) at the Real Property.
- C. Seller desire to sell, and Purchaser desires to purchase, the Property (as hereinafter defined), subject to the conditions set forth in this Agreement.

ARTICLE 1. DEFINITIONS

Section 1.1 Definitions.

For purposes of this Agreement, capitalized terms not otherwise defined in this Agreement shall have the meanings set forth below:

“**ABCC**” shall have the meaning set forth in **Section 4.3**.

“**Additional Deposit**” Shall have the meaning set forth in **Section 2.3**.

“**Affiliate Lease**” shall mean the lease between RE Seller, as landlord, and Asset Seller, as tenant, for all or a portion of the Real Property.

“**Agreement**” shall mean this Purchase and Sale Agreement, including all Schedules to this Agreement, as the same may be amended from time to time.

“**Asset Seller**” shall have the meaning set forth in the Preamble.

“**Assumed Contracts**” shall have the meaning set forth in **Section 5.5(i)**.

“**Bill of Sale**” shall mean a bill of sale and general assignment in the form attached hereto as **Schedule 7.2(c)**.

“**Broker**” shall mean Hunneman.

“**Business**” shall have the meaning set forth in the Recitals.

“**Business Day**” shall mean any day of the week other than (i) Saturday and Sunday, or (ii) a day on which banking institutions in Boston, Massachusetts are obligated or authorized by law or executive action to be closed to the transaction of normal banking business.

“**Contracts**” shall mean any service, maintenance, landscaping, telecommunications, management, and other contracts affecting all or any portion of the Property.

“**Closing**” shall have the meaning set forth in **Section 7.1**.

“**Closing Date**” shall have the meaning set forth in **Section 7.1**.

“**Closing Documents**” shall mean all documents to be executed or delivered or both by the respective parties at Closing pursuant to this Agreement.

“**Closing Statement**” shall have the meaning set forth in **Section 7.4(f)**.

“**Cutoff Time**” shall have the meaning set forth in **Section 7.4(a)**.

“**Deductible Amount**” shall have the meaning set forth in **Section 5.3(b)**.

“**Deed**” shall have the meaning set forth in **Section 3.1**.

“**Deposit**” shall have the meaning set forth in **Section 2.3**.

“**Designated Seller’ Representative**” Alexis Dunn.

“**Due Diligence Period**” shall mean the period commencing on the Effective Date and ending at 5:00 p.m. Boston, Massachusetts time on the date that is thirty (30) days after the Effective Date.

“**Effective Date**” shall have the meaning set forth in the Preamble.

“**Escrow Agent**” shall mean Mirick O’Connell.

“**Foreclosure**” shall have the meaning set forth in **Section 5.1(a)**.

“Initial Deposit” Shall have the meaning set forth in **Section 2.3**.

“Inventory” shall mean the alcoholic beverages, food and other beverages, and all other items held for sale in the ordinary course of the Business, subject to the depletion and restocking that occurs in the ordinary course of Business.

“Investigation Materials” shall have the meaning set forth in **Section 4.3**.

“Hazardous Materials” shall mean any substance which is or contains: (i) any “hazardous substance” as now or hereafter defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Section 9601 “et seq.”) or any regulations promulgated thereunder (“**CERCLA**”); (ii) any “hazardous waste” as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.) or regulations promulgated thereunder; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.) or Clean Water Act (33 U.S.C. Section 1251 et seq.); (iv) petroleum, petroleum products and by-products including gasoline, diesel fuel or other petroleum hydrocarbons; (v) asbestos and asbestos-containing materials, in any form, whether friable or nonfriable; (vi) polychlorinated biphenyls; (vii) radon gas; (viii) mold, mildew, fungus or other potentially dangerous organisms; (ix) any putrescible or nonputrescible solid, semisolid, liquid or gaseous waste of any type; and (x) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under any laws, ordinances, bylaws, statutes, codes, rules, regulations, agreements, judgments, orders and decrees now or hereafter enacted, promulgated, or amended, of the United States, the states, the counties, the cities or any other political subdivisions in which the Real Property is located and any other political subdivision, agency or instrumentality exercising jurisdiction over the owner of the Real Property, the Real Property or the use of the Real Property relating to pollution, the protection or regulation of human health, natural resources or the environment, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or waste into the environment (including indoor or ambient air, surface water, ground water, land, soil or subsurface strata).

“Improvements” shall mean all buildings, structures and other improvements situated upon the Land and any fixtures, systems and facilities owned by Seller and located on the Land.

“Intangible Property” shall mean all of Seller’s right, title, and interest, if any, in all intangible assets relating to the Real Property and the Tangible Personal Property, including all of Seller’s right, title, and interest, if any, in all (i) warranties and guaranties relating to the Real Property and Tangible Personal Property, (ii) all licenses, permits and approvals relating to the Real Property and Tangible Personal Property, (iii) all logos and tradenames, including, without limitation, all rights to the name “LeBaron Hills Country Club,” (iv) all plans and specifications relating to the Real Property and Tangible Personal Property, (v) all domain names (including www.lebaronhills.com), and address (including 183 Rhode Island Road, Lakeville, MA 02347) for the Business, (vi) all telephone numbers, (vii) all past records and other intangible property used in connection with the operation of the Business, and (viii) all prepaid memberships, outing and function deposits, and outstanding gift cards.

“**Land**” shall mean the real property described on **Schedule 1.1(i)**, together with all privileges, rights, easements and appurtenances belonging to such land and all right, title and interest (if any) of RE Seller in and to any streets, alleys, passages or other rights-of-way or appurtenances included in, adjacent to or used in connection with such land and all right, title and interest (if any) of RE Seller in all mineral rights and development rights appurtenant to such land.

“**Leases**” shall mean the leases and occupancy agreements described on **Schedule 1.1(ii)**.

“**Liquor License**” shall mean the all-alcoholic beverage license owned by the Asset Seller in connection with the Business.

“**Permits and Approvals**” shall mean all certificates of occupancy, licenses, building and other permits, authorizations and approvals required by law or by any governmental authority having jurisdiction over the Property or the Business.

“**Property**” shall mean, collectively, (i) the Real Property, (ii) the Tangible Personal Property, (iii) the Assumed Contracts, and (iv) the Intangible Property. Property does not include any liabilities of the Seller.

“**Purchase Price**” shall mean the purchase price for the Property as specified in **Section 2.2**.

“**Purchaser**” shall have the meaning set forth in the Preamble or his nominee(s) appointed to take title to the Property.

“**Purchaser’s Title Notice**” shall have the meaning set forth in **Section 3.1(d)**.

“**Real Property**” shall mean, collectively, the Land and the Improvements.

“**RE Seller**” shall have the meaning set forth in the Preamble.

“**Seller**” shall have the meaning set forth in the Preamble.

“**Seller Parties**” shall mean Seller and Seller’s direct and indirect owners, and their respective agents, officers, directors, trustees, advisors, managers, members, agents, owners, employees and counsel.

“**Seller’s Title Notice**” shall have the meaning set forth in **Section 3.1(f)**.

“**Survey**” shall have the meaning set forth in **Section 3.1(c)**.

“**Survival Period**” shall mean the period of time beginning on the Closing Date and ending twelve (12) months thereafter.

“**Tangible Personal Property**” shall mean all furniture, equipment, fixtures, machinery, Inventory, supplies, signs, appliances, carpeting, draperies and curtains, tools, stationary and printing items, computers and computer software and other tangible personal property, if any,

owned by either Seller and installed, located, or situated on or used or held in reserve storage for future use in connection with the operation of the Real Property or the Business or both, subject to depletions, replacements and additions in the ordinary course of business. Notwithstanding the foregoing to the contrary, the Tangible Personal Property does not include the inventory of the pro shop.

“**Terminated Contracts**” shall have the meaning set forth in **Section 5.5(i)**.

“**Title Commitment**” shall have the meaning set forth in **Section 3.1(b)**.

“**Town**” shall have the meaning set forth in **Section 3.1(a)**.

ARTICLE 2. AGREEMENT; PURCHASE PRICE; SELLER FINANCING

Section 2.1 Agreement to Sell and Purchase.

Subject to the terms and provisions of this Agreement, Seller agrees to sell the Property to Purchaser, and Purchaser agrees to purchase the Property from Seller.

Section 2.2 Purchase Price.

The purchase price for the Property is Five Million and 00/100 Dollars (\$5,000,000.00) (the “**Purchase Price**”). The Purchase Price shall be payable by Purchaser at the Closing subject to the adjustments set forth in this Agreement. The Purchase Price shall be allocated between the Real Property and the balance of the Property (the “**Asset Seller Amount**”) by agreement of the parties during the Due Diligence Period. The Asset Seller Amount shall be allocated among the classifications of the Property (excluding any allocation to Real Property) for U.S. federal income tax purposes in accordance with Section 1060 of the Internal Revenue Code and the Treasury Regulations thereunder as set forth on Schedule 2.2(b) attached here (such schedule, the “Asset Seller Amount Allocation”). The foregoing allocations have been agreed upon by the parties in accordance with Section 1060 of the Internal Revenue Code of 1986, as amended (the “Code”). In a timely manner following the Closing, the Purchaser shall cause to be prepared Internal Revenue Service Form 8594 with respect to the aforesaid Asset Seller Amount Allocation and provide a copy thereof to the Asset Seller. The parties agree that they each shall report for tax purposes in accordance with said Form 8594 consistently with the foregoing and in accordance with the Code.

Section 2.3 Deposit. Within one (1) Business Day after the Effective Date, Purchaser shall deposit Fifty Thousand and 00/100 Dollars (\$50,000.00) (the “**Initial Deposit**”) with the Escrow Agent. Provided that this Agreement has not been sooner terminated, then within five (5) Business Days after the expiration of the Due Diligence Period, Purchaser shall deposit Two Hundred Thousand and 00/100 Dollars (\$200,000.00) (the “**Additional Deposit**” and together with the Initial Deposit, the “**Deposit**”) with the Escrow Agent. The Deposit shall be (i) held by the Escrow Agent subject to the provisions of **Section 10.18**, (ii) applied to the Purchase Price at the Closing, and (iii) nonrefundable absent a Seller default hereunder.

ARTICLE 3.
SURVEY AND TITLE COMMITMENT

Section 3.1 Title and Survey.

(a) Deed. The Real Property shall be conveyed by a good and sufficient Massachusetts quitclaim deed (the “**Deed**”) running to Purchaser or to such nominee as Purchaser may designate before the Closing Date. The Deed shall convey good, clear, record and marketable title to the Real Property free from all encumbrances except for the following:

(i) provisions of existing and future laws, regulations, restrictions, requirements, ordinances, bylaws, resolutions and orders (including, without limitation, any relating to building, zoning and environmental protection) as to the use, occupancy subdivision or improvement of the Real Property;

(ii) such real and personal property taxes for the then current tax period as are not due and payable on the Closing Date;

(iii) any liens for municipal betterments assessed after the Closing Date on the Real Property by the Towns of Lakeville and Taunton (the “**Town**”); and

(iv) those title and survey matters that Purchaser agrees, or is obligated to take title subject to, as set forth in this Article.

(b) Title Commitment. Purchaser may, at Purchaser’s expense, obtain an ALTA Title Insurance Commitment showing all matters affecting title to the Real Property (the “**Title Commitment**”). Purchaser shall furnish to RE Seller a copy of the Title Commitment and any amendments to the Title Commitment promptly upon Purchaser’s receipt of the same.

(c) Survey. Purchaser may, at Purchaser’s expense, employ a surveyor or surveying firm, licensed in Massachusetts, to prepare a survey of the Real Property (the “**Survey**”). Purchaser shall furnish to RE Seller a copy of the Survey and any amendments to the Survey promptly upon Purchaser’s receipt of the same.

(d) Purchaser’s Title Objections. Purchaser may furnish to Seller a written statement specifically identifying any liens, encumbrances, encroachments or other objections to the title to the Real Property identified by Purchaser (“**Purchaser’s Title Notice**”). A copy of the Title Commitment and the Survey shall accompany Purchaser’s Title Notice if the same have not been previously provided to Seller. Purchaser may not object to the matters set forth in **Section 3.1(a)**. If Seller does not receive Purchaser’s Title Notice on or before 5:00 p.m. on the last day of the Due Diligence Period, then Purchaser shall be deemed to have waived Purchaser’s right to object to matters of title or matters of survey that were of record or in existence on the Effective Date.

(e) Seller’s Obligation to Cure. Seller shall remove those objections listed on Purchaser’s Title Notice that (i) are mortgages or other liens created by, through or under RE Seller which secure solely the payment of a stated indebtedness, (ii) were voluntarily placed on

the record title by RE Seller after the Effective Date, or (iii) may be removed solely by delivery of an affidavit of Seller, reasonably requested by Purchaser's title insurer.

(f) Seller's Election to Cure. If objections appear on Purchaser's Title Notice that RE Seller is not obligated to remove pursuant to **Section 3.1(e)**, then Seller, within seven (7) days of RE Seller's receipt of Purchaser's Title Notice, shall send written notice to Purchaser indicating which, if any, of the remaining objections Seller has elected to eliminate prior to the Closing ("**RE Seller's Title Notice**"). Seller may remove objections through the Foreclosure. Purchaser, within seven (7) days of Purchaser's receipt of Seller's Title Notice, shall either (i) elect to terminate this Agreement, in which case the Deposit shall be refunded to Purchaser and this Agreement shall thereafter be void and of no further force or effect, or (ii) elect to accept title to the Property subject to the title and survey matters Seller has elected not to remove without any abatement of the Purchase Price. If Seller fails to send Seller's Title Notice within said seven (7) day period, then Seller shall be deemed to have elected to remove none of the objections listed on Purchaser's Title Notice. If Purchaser fails to make Purchaser's election within said seven (7) day period, then Purchaser shall be deemed to have elected clause (ii) above.

(g) New Title and Survey Matters. Purchaser shall have the right to object to any title matters or survey matters that first arise after the effective date of the Title Commitment or the Survey, as the case may be, including title matters caused by the Foreclosure, in which case said matters shall be resolved in the manner set forth in this **Section 3.1** and, if required, the Closing Date shall be extended to provide the parties with the time periods set forth above. Purchaser shall raise any new qualifying title or survey matters in a new Purchaser's Title Notice delivered to RE Seller within seven (7) days of Purchaser's discovery of the qualifying title or survey matters.

ARTICLE 4. DUE DILIGENCE; LIQUOR LICENSE TRANSFER

Section 4.1 Access.

Purchaser, personally or through its authorized agents, representatives or contractors, shall be entitled to enter upon the Real Property at mutually agreed times and shall have the right to make such investigations, including appraisals, engineering studies, environmental studies (but not testing of the soil and groundwater for the presence of Hazardous Materials) and underwriting analyses, as Purchaser deems necessary or advisable subject to the following limitations: (i) neither Purchaser nor its authorized agents, representatives or contractors shall damage the Real Property or any portion thereof, (ii) Purchaser shall maintain commercial general liability insurance in a commercially reasonable amount naming Seller as an additional insured, and (iii) Purchaser shall indemnify, hold harmless and defend Seller Parties against, and hold Seller Parties harmless from, all loss, liability, claims, costs (including reasonable attorneys' fees), liens and damages resulting from or relating to the activities of Purchaser or its agents, representatives or contractors under this Section, which indemnification obligation shall survive the Closing or termination of this Agreement. Notwithstanding any provision of this Agreement

to the contrary, Purchaser shall not (i) discuss any aspect of this transaction with any employee of the Seller until after the expiration of the Due Diligence Period (and if this Agreement has not been terminated), and (ii) all access to the Real Property shall be arranged beforehand with the Designated Seller's Representative so as to preserve confidentiality with respect to this transaction.

Section 4.2 Due Diligence Period.

Subject to the provisions of **Section 4.1**, Purchaser shall have the Due Diligence Period to physically inspect the Property, conduct appraisals, perform examinations of the physical condition of the Improvements, obtain financing for the purchase of the Property and to otherwise conduct such due diligence review of the Property and all records and other materials related thereto as Purchaser, in its absolute discretion, deems appropriate. Purchaser shall be entitled to terminate this Agreement, in Purchaser's sole and absolute discretion, and for any or no reason, by giving written notice to Seller prior to the expiration of the Due Diligence Period and thereupon this Agreement shall terminate, and the Escrow Agent shall return the Initial Deposit to Purchaser, and this Agreement shall thereafter be void and of no further force or effect.

Section 4.3 Confidentiality.

All information acquired by Purchaser with respect to the Property (collectively, the "**Investigation Materials**") shall be used by Purchaser solely for the purpose of determining whether or not the Property is suitable for Purchaser's intended use and for no other reason. All Investigation Materials, this Agreement, and all matters concerning this Agreement shall be kept by Purchaser in strict confidence and shall not be disclosed to any other individual or entity without the prior written consent of Seller other than to those representatives of Purchaser who need to know the information for the purpose of assisting Purchaser in making the determination permitted by this Agreement. Purchaser shall not, and Purchaser shall direct all of Purchaser's representatives not to, disclose to any individual or entity either the fact that discussions or negotiations are taking place concerning the possible purchase of the Property or any of the terms, conditions or other facts with respect to the same.

Section 4.4 Liquor License Transfer.

No later than ten (10) days after the Effective Date, Purchaser shall submit an application to the Town of Lakeville Select Board (the "**Board**") and the Massachusetts Alcoholic Beverage Control Commission ("**ABCC**") for the transfer of the Liquor License to the Purchaser (or Purchaser's nominee). Thereafter, Asset Seller and Purchaser shall cooperatively pursue (at no cost to Asset Seller) the transfer of the Liquor License to Purchaser, which transfer process begins with the filing of an application with the Town and if approved by the Town, then with the ABCC. Purchaser shall use due diligence to complete the application and provide the Town and the ABCC with any and all necessary information, including but not limited to financial statements, proof of citizenship of members of the proposed licensee, CORI forms, proof of funds and any and all other information and documentation required by the Town or the ABCC. In connection with the transfer, Asset Seller shall provide promptly after the Effective Date a copy of the existing Liquor License, and a list of all current officers, directors, and direct and

indirect owners of the Liquor License as approved by the Town and the ABCC. Purchaser agrees that if Purchaser defaults in the performance of any of Purchaser's obligations to be performed under this Agreement that Seller may contact the Board and the ABCC and revoke the Purchaser's application for the Liquor License without the consent of Purchaser and Purchaser hereby authorizes Seller to file any such statement, termination, cancelation, or revocation without the signature of Purchaser, it being agreed that Seller's rights with respect thereto are coupled with an interest and enforceable to the fullest extent permitted by law. Asset Seller shall not be required to keep open the liquor facilities between the Effective Date and the Closing Date. The parties acknowledge that the Board, or the ABCC, or both of them, may require a copy of this Agreement, notwithstanding the provisions of Section 4.3. Notwithstanding any provision of this Agreement to the contrary, (i) the parties agree that due to currently scheduled events the Liquor License may not be transferred sooner than January 1, 2024, and (ii) if the sale contemplated by this Agreement does not occur due to Seller default or a foreclosure sale to a third party, then Seller shall reimburse Purchaser for Purchaser's documented out-of-pocket expenses incurred in the transfer up to \$5,000. The provisions of this section shall survive the Closing.

Section 4.5 Membership Reimbursement.

Purchaser acknowledges that at the inception of the Business certain club members were entitled to a refund of their initial enrollment fee upon the occurrence of certain events (the "**Enrollment Fees**"). At the Closing, Purchaser shall (i) assume all liability for the repayment of the Enrollment Fees, if any, and (ii) defend, indemnify, and hold harmless Seller from and against any loss, claim, or damages arising out of the payment and repayment of the Enrollment Fees.

ARTICLE 5.
CONDITIONS PRECEDENT; CASUALTY DAMAGE OR CONDEMNATION;
ACTIVITIES PRIOR TO CLOSING

Section 5.1 Conditions Precedent Favoring Purchaser.

(a) Purchaser's obligation to purchase the Property is subject to the timely fulfillment of the conditions set forth in this **Section 5.1** on or before the Closing Date, or such earlier date as is set forth below. Each condition may be waived in whole or in part only by written notice of such waiver from Purchaser to Seller.

(i) Each Seller shall have performed and complied in all material respects with all of the terms of this Agreement to be performed and complied with by such Seller prior to or at the Closing.

(ii) On the Closing Date, the representations and warranties of Seller shall be true, complete and accurate, subject to **Section 7.2(r)**.

(iii) Seller shall have delivered to Purchaser all of the items required to be delivered to Purchaser pursuant to the terms of this Agreement, including, without limitation, those provided for in **Sections 7.2**

(iv) Title to the Property shall be delivered by Seller in accordance with this Agreement.

(v) Possession of the Property shall be delivered by Seller in accordance with this Agreement.

(vi) Golf Blues acquiring the Property prior to the Closing through a mortgage foreclosure and a secured party asset sale, both of which are currently scheduled for December 6, 2023 (the “**Foreclosure**”).

(b) Notwithstanding the foregoing, if the conditions set forth in this **Section 5.1** or any other condition of Closing shall not have been fulfilled on or before the Closing Date, Seller shall have the right (in their sole discretion), exercisable by written notice to Purchaser at least one (1) Business Day before the Closing, to extend the Closing Date for one or more periods of up to no more than thirty (30) days in total (provided that any financing commitment obtained by Purchaser may be similarly extended) to provide additional time for the fulfillment of such conditions. If the conditions set forth in this **Section 5.1** above remain unsatisfied as of the Closing Date, as it may be extended, then Purchaser, in its discretion, may elect to terminate this Agreement by written notice to Seller and thereupon this Agreement shall terminate and the Escrow Agent shall return the Deposit to Purchaser, and this Agreement shall thereafter be void and of no further force or effect.

Section 5.2 Conditions Precedent Favoring Seller.

(a) Seller’s obligation to sell the Property is subject to the timely fulfillment of the conditions set forth in this **Section 5.2** on or before the Closing Date, or such earlier date as is set forth below. Each condition may be waived in whole or in part only by written notice of such waiver from Seller to Purchaser.

(i) Purchaser shall have performed and complied in all material respects with all of the terms of this Agreement to be performed and complied with by Purchaser prior to or at the Closing.

(ii) Purchaser shall have delivered to Purchaser all of the items required to be delivered to Purchaser pursuant to the terms of this Agreement, including, without limitation, those provided for in **Sections 7.3**.

Section 5.3 Risk of Loss.

(a) If prior to the Closing, any part of the Property is damaged by fire or other casualty, Seller shall promptly give written notice of such event to Purchaser.

(b) If (i) the cost of restoration in connection with a casualty is less than \$50,000, and (ii) the Property is not restored, then so long as (x) the casualty is a fully insured loss under Seller’s insurance policy, (y) Seller shall assign to Purchaser all of Seller’s right in any insurance proceeds, and (z) Seller agrees to pay Purchaser the amount of any deductible under Seller’s applicable insurance policy (the “**Deductible Amount**”), then Purchaser shall be required to accept conveyance of the Property, together with such assignment of all Seller’s

rights in any insurance proceeds and Seller shall pay Purchaser the Deductible Amount in the form a credit against the Purchase Price.

(c) If the Property is damaged by fire or other casualty and is not restored and the conditions set forth above are not applicable, Purchaser shall have the option, exercisable by giving written notice to Seller within ten (10) Business Days of being notified in writing of the casualty, to (i) take title to the Property, in its condition after such casualty, together with an assignment of Seller' rights in any insurance proceeds without any reduction in the Purchase Price other than a credit for any applicable Deductible Amount, as described above, or (ii) terminate this Agreement in which case the Deposit shall be refunded to Purchaser and this Agreement shall thereafter be void and of no further force or effect.

Section 5.4 Condemnation.

If proceedings in eminent domain are instituted or threatened with respect to the Property or any portion thereof, Seller shall notify Purchaser within five (5) days of its receipt of notice thereof. If such instituted or threatened eminent domain proceedings involve a "material portion of the Property" (as defined below), then Purchaser may, at its option, by written notice to Seller given within ten (10) days after Seller notifies Purchaser of such proceedings (and if necessary the Closing Date shall be automatically extended to give Purchaser the full ten (10) day period to make such election), either: (i) terminate this Agreement, in which case the Deposit shall be refunded to Purchaser and this Agreement shall thereafter be void and of no further force or effect, or (b) proceed under this Agreement, in which event Seller shall, at the Closing, assign to Purchaser their entire right, title and interest in and to any condemnation award, and Purchaser shall have the sole right after the Closing to negotiate and otherwise deal with the condemning authority in respect of such matter. For the purposes of this **Section 5.4**, instituted or threatened eminent domain proceedings shall be deemed to involve a "material portion of the Property" if, in the reasonable opinion of Purchaser, (i) the amount of the condemnation award with respect to such proceedings or the reasonably estimated value of the Property subject to such proceedings shall exceed \$50,000.00, (ii) any access to the Property is taken, or (iii) parking at the Property is reduced.

Section 5.5 Activities Prior to Closing.

At all times from and after the Effective Date:

(a) Seller shall operate and manage the Property in substantially the same manner as currently operated and managed, maintaining present services, and shall maintain the Property in as good condition as on the date hereof, shall keep on hand sufficient materials, supplies, equipment, inventory and shall perform all obligations under the Permits and Approvals, and shall otherwise operate the Property in accordance with applicable laws.

(b) Seller shall not, without Purchaser's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed: (i) make or permit to be made any material alterations to or upon the Property, (ii) remove or permit the removal of any Improvements or material amounts of the Tangible Personal Property from the Land, or (iii) reduce the quality of Improvements or the service and maintenance thereof, or materially reduce

the number of employees or contractors or both currently utilized by Seller to service, maintain and secure the Property and the Business, or (iv) provide any information to club members regarding the sale of LeBaron Hills Country Club after the Effective Date, or (v) make any contact with club members after the Effective Date regarding membership or dues for 2024. For purposes of this paragraph, the removal of Tangible Personal Property having an aggregate value in excess of \$5,000, shall be deemed material.

(c) Seller shall pay in full prior to or on the Closing Date all bills and invoices for labor, goods, material and services of any kind relating to the Property or the Business, including without limitation, any brokerage fees or similar commissions which is or will become due and payable in connection with the Property.

(d) Except for the Foreclosure, Seller shall not alienate, encumber or otherwise transfer the Property or the Business or any portion thereof, and shall not permit any liens or other encumbrances to be placed thereon.

(e) Seller shall maintain in continuous force and effect all insurance policies currently in force with respect to the Property, including without limitation, fire and commercial general liability insurance.

(f) Seller shall promptly notify Purchaser of any material change in any condition with respect to the Property or the Business or of any event or circumstance which makes any representations set forth in this Agreement false or misleading or no longer accurate, or any covenant of Seller under this Agreement incapable or less likely of being performed.

(g) Seller and Purchaser shall reasonably cooperate and consult so as to facilitate a smooth transition of the operations of the Property and the Business. Seller shall reasonably cooperate with Purchaser to effectuate the transfer of all books and records and such other data with respect to Business in the possession of Seller or any of Seller' affiliates as may be reasonably necessary in order to operate the Business.

(h) Representatives of Seller and Purchaser shall make such inventories, and examinations of the books and records of Seller, as may be necessary to make the adjustments required to complete the Closing Statement.

(i) Seller shall not enter into any leases, occupancy agreements, or enter into, amend or modify any Contracts or Leases, without Purchaser's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Within the Due Diligence Period, Purchaser shall designate those Contracts that Purchaser desires to have Seller terminate as of the Closing ("**Terminated Contracts**"), and Seller agree to terminate, at Buyer's sole cost and expense, the Terminated Contracts prior to or effective as of the Closing. At Closing, Purchaser, shall assume all Contracts that are not Terminated Contracts (any such Contract, an "**Assumed Contract**"). Buyer shall be responsible for and shall pay any fees or penalties which are necessary to terminate any Terminated Contract.

(j) Between the Effective Date and until termination of this Agreement, Seller agrees not to solicit other offers for all or any portion of the Property outside of the ordinary course. The foregoing shall not apply to the Foreclosure.

(k) Following the Effective Date, any funds received by Seller in connection with deposits for events or golf memberships shall be held in the operating account of Golf Blues but may be used by Seller in the ordinary course of the Business.

**ARTICLE 6.
REPRESENTATIONS, WARRANTIES AND COVENANTS**

Section 6.1 Seller Representations.

RE Seller, Asset Seller, and Golf Blues hereby, severally, represent and warrant to Purchaser as follows:

(a) RE Seller and Golf Blues are a limited liability companies validly existing under the laws of the Commonwealth of Massachusetts;

(b) Asset Seller is a limited liability company validly existing and in good standing under the laws of the Commonwealth of Massachusetts;

(c) This Agreement is, and all the documents executed by Seller which are to be delivered to Purchaser at the Closing will be, duly authorized, executed and delivered by Seller;

(d) The obligations of Seller contained in this Agreement are legal, valid and binding obligations of Seller enforceable against them in accordance with its terms;

(e) There are no actions, suits or proceedings pending or, to the knowledge of Seller, threatened, against or affecting Seller;

(f) Neither the execution, delivery or performance of this Agreement nor compliance herewith (i) conflicts or will conflict with or results or will result in a breach of or constitutes or will constitute a default under (1) the organizational documents of Seller, (2) any law or any order, writ, injunction or decree of any court or governmental authority binding upon Seller, or (3) any agreement or instrument to which Seller is a party or by which it is bound or (ii) results in the creation or imposition of any lien, charge or encumbrance upon Seller's property pursuant to any such agreement or instrument;

(g) Except for the Foreclosure, no authorization, consent, or approval of any governmental authority is required for the execution and delivery by Seller of this Agreement or the performance of its obligations hereunder;

(h) Seller is not a "foreign person" as defined in Section 1445 of the Code;

(i) No bankruptcy, insolvency, reorganization or similar action or proceeding, whether voluntary or involuntary, is pending, or, to the best of Seller's knowledge, has been threatened in writing, against Seller.

(j) There are no leases or other occupancy agreements in effect with respect to the Property except for the Affiliate Lease, which will be terminated on or before Closing and the Leases;

(k) Seller has not received any written notice of any current or pending litigation against the Property;

(l) Seller has not received any notice of any moratorium, condemnation proceeding or proceedings or agreement in the nature of eminent domain or for the dedication of any part of the Property to any public or quasi-public agency and to the best knowledge of Seller, no such proceeding or agreement is contemplated;

(m) Seller has not received any notice from any governmental authority of any assessments or special assessments (including, without limitation, assessments for municipal improvements) being filed against the Property or any portion thereof, and to the best of Seller's knowledge, there are no such assessments or special assessments pending or proposed;

(n) Seller has not received any notice that any default or breach exists under any covenant, condition, restriction, right of way, easement or other encumbrance affecting any part of the Property and has no knowledge of any fact or condition which would constitute such default or breach;

(o) There are no Contracts in effect at the Property except as listed on **Schedule 6.1(o)** attached hereto;

(p) Seller has not received any written notice from any governmental agency requiring the correction of any condition with respect to the Property, or any part thereof, by reason of a material violation of any applicable federal, state, county or municipal law, code, rule or regulation, that has not been cured, waived or complied with;

(q) Upon payment in full of the Purchase Price, the execution and delivery of the Deed and the Bill of Sale, all of Seller's right, title and interest in and to the Property will be transferred to Purchaser free and clear of all liens and encumbrances and rights of third parties, except for those matters Purchaser agrees or is required to take subject to as set forth in **Article 3**.

(r) Seller has provided to Purchaser Seller's most recent internally prepared annual operating statements and unaudited quarterly operating statements, which Seller represents and warrants are true, correct and complete in all material respects.

(s) Seller has not received written notice alleging, and has no knowledge of, any material breach or violation of any provision, condition or limitation of any of the Permits and Approvals; and

(t) All bills and claims for labor performed and materials furnished to or for the benefit of Seller with respect to the Property shall be paid in full by Seller at or before the Closing Date.

Section 6.2 Seller's Knowledge.

Whenever a representation is qualified by the phrase "to the best of Seller' knowledge," or by words of similar import, the accuracy of such representation shall be based solely on the actual (as opposed to constructive or imputed) knowledge of the Designated Seller' Representative, without independent investigation or inquiry and without any duty to conduct an investigation or inquiry. Purchaser acknowledges that the Designated Seller' Representative is named solely for the purpose of defining the scope of Seller' knowledge and not for the purpose of imposing any liability on or creating any duties running from the Designated Seller' Representative to Purchaser and Purchaser agrees that no Designated Seller' Representative shall have any liability under this Agreement or in connection with the transactions contemplated hereby and that no Designated Seller' Representative shall be named individually in any suit, demand or proceeding relating to this Agreement or the transactions contemplated hereby.

Section 6.3 Survival of Seller Representations.

The representations and warranties of Seller set forth in this Agreement shall survive the Closing during the Survival Period; provided, however, that if any potential claim is raised by Purchaser with respect such representations and warranties within the Survival Period, then the Survival Period shall continue until resolution of such dispute with respect to such potential claim only. In addition, no claim for a breach of any representation or warranty of Seller shall be actionable or payable (i) if the breach in question results from or is based on a condition, state of facts or other matter which was known to Purchaser as of the Closing Date, (ii) unless the valid claims for all such breaches collectively aggregate more than \$50,000, in which event the full amount of such claims, up to but not exceeding the sum of \$500,000, shall be actionable.

**ARTICLE 7.
CLOSING**

Section 7.1 Closing Date.

The consummation of the purchase and sale of the Property (the "**Closing**") pursuant to the terms of this Agreement shall occur on the date that is the later to occur of (i) thirty (30) days after the Foreclosure, or (ii) seven (7) days after the transfer of the Liquor License (the "**Closing Date**"). Purchaser shall have the right to extend the Closing Date for an additional period of fifteen (15) days by delivering written notice to Seller prior to the then scheduled Closing Date.

Section 7.2 Seller's Deliveries.

At Closing, Seller shall deliver or cause to be delivered, at Seller's sole expense, each of the following items, each executed and acknowledged to the extent appropriate:

- (a) The Deed to Purchaser or Purchaser's nominee;

(b) An Assignment and Assumption Agreement assigning the Contracts and the Permits and Approvals to Purchaser or Purchaser's nominee in the form attached hereto as **Schedule 7.2(b)**;

(c) The Bill of Sale to Purchaser or Purchaser's nominee, in the form attached hereto as **Schedule 7.2(c)**;

(d) A certificate of legal existence and good standing for the RE Seller and Golf Blues;

(e) A certificate of legal existence and good standing for the Asset Seller;

(f) A Certificate of Good Standing issued by the Massachusetts Department of Revenue for the Asset Seller;

(g) A Certificate of Good Standing issued by the Massachusetts Department of Revenue for the RE Seller.;

(h) Customary affidavits for Purchaser's title insurer to delete any exceptions for parties in possession and mechanic's or materials liens from Purchaser's title insurance policy;

(i) Evidence reasonably satisfactory to Purchaser or Purchaser's title insurer of RE Seller's authority to convey the Real property pursuant to this Agreement in form and substance reasonably satisfactory to Purchaser and Purchaser's title insurer;

(j) A counterpart of the Closing Statement setting forth the Purchase Price and the adjustments;

(k) A duly executed certificate of non-foreign status from Seller in the form attached to this Agreement as **Schedule 7.2(k)**;

(l) Keys to the Improvements;

(m) Originals of each Assumed Contract;

(n) A duly executed termination of the Affiliate Lease;

(o) Join with Purchaser to execute a notice in form and content reasonably satisfactory to Seller and Purchaser which Purchaser shall send to each vendor under Assumed Contracts assigned to Purchaser informing such vendor of the sale of the applicable Property;

(p) All documents in the possession or control of Seller and material to Purchaser's ownership or operation of the Business and Property;

(q) An Assignment and Assumption Agreement assigning the Leases to Purchaser or Purchaser's nominee in the form attached hereto as **Schedule 7.2 (q)**; and

(r) A certificate, in the form attached to this Agreement as Schedule 7.2(r) duly executed by Seller stating that all of the representations and warranties set forth in this Agreement remain true and correct as of the Closing Date, or if Seller's representations and warranties set forth in this Agreement have changed since the Effective Date, then stating the manner in which said representations and warranties have changed. If Seller discloses in the certificate that any of the representations or warranties made by Seller in this Agreement were not on the Closing Date true and correct in all material respects, then Seller shall include such facts in the certificate as shall be necessary or appropriate to make such representations or warranties true and correct in all material respects as of the Closing Date. If, as a result of any disclosures made in the certificate, the representations and warranties set forth in this Agreement were not on the Effective Date, or are not on the Closing Date, true and correct in all material respects for any reason other than the occurrence of events expressly permitted by this Agreement, then Purchaser's sole remedy shall be either to (i) close without adjustment of the Purchase Price, or (ii) terminate this Agreement in which case the Deposit shall be refunded to Purchaser and this Agreement shall thereafter be void and of no further force or effect.

Section 7.3 Purchaser's Deliveries.

At the Closing, Purchaser shall deliver to Seller the following items, each executed and acknowledged to the extent appropriate:

- (a) Immediately available federal funds sufficient to pay the Purchase Price (less the Deposit), and subject to adjustments as set forth in this Agreement; and
- (b) A counterpart of the Closing Statement setting forth the Purchase Price and the adjustments.

Section 7.4 Costs and Prorations; Prepaid Amounts.

(a) General. The following shall be prorated between Seller and Purchaser as of 12:01 a.m., Eastern Time (the "Cutoff Time"), on the Closing Date in accordance with this Section 7.4.

(b) Taxes. All real property taxes, personal property taxes and any general or special assessments with respect to the Property shall be prorated as of the Closing Date so that Seller shall be responsible for all taxes that are allocable to any period prior to the Closing Date and all assessments levied prior to the Closing Date and Purchaser shall be responsible for all taxes allocable to any period from and after the Closing Date and all assessments levied on or after the Closing Date. If the actual amount of taxes, assessments or other amounts to be prorated for the year in which the Closing occurs is not known as of the Closing Date, the proration shall be based on the parties' reasonable estimates of such taxes, assessments and other amounts.

(c) Utilities. Utilities and fuel payable by Seller, including, without limitation, steam, water, electricity, gas and oil shall be prorated as of the Closing. Seller shall use reasonable efforts to cause the meters, if any, for utilities to be read the day on which the Closing Date occurs and to pay the bills rendered on the basis of such readings. If any such meter reading

for any utility is not available, then adjustment therefor shall be made on the basis of the most recently issued bills therefor.

(d) Inventory. This sale shall include all improvements, business assets, Inventory (except for the inventory in the Pro Shop, which is the property of the golf pro, Thomas Rooney), and all machinery and equipment, without the payment of any additional amount therefor. Seller shall receive a credit for any unused liquid propane gas or fuel oil that is properly stored and ready for use equal to the amount actually paid by Seller for the same (calculated on a per gallon basis), as evidenced by third party receipts or other evidence, in each case, reasonably satisfactory to Purchaser.

(e) Rent. Base rents (if any) received by Seller prior to the Closing Date for the Leases that are allocable to periods prior to and including the Closing Date shall be retained by Seller. Purchaser shall receive a credit for the per diem value of base rents received by Seller prior to the Closing Date that are allocable to periods after the Closing Date. Delinquent base rents shall not be apportioned. If Purchaser collects any base rents attributable to the period of Seller's ownership, then Purchaser shall promptly remit such sums to Seller. Seller shall retain the right to pursue its remedies against any tenant after the Closing for any delinquent payments of base rents or other amounts owed to Seller. Seller shall retain any cash security deposits or other deposits or prepaid rent made by tenants under the Leases and Purchaser shall receive a credit for said amounts.

(f) Closing Statement. Purchaser and Seller shall cooperate to produce prior to the Closing Date a schedule of prorations and closing costs that is as complete and accurate as reasonably possible (the "Closing Statement"). If any of the aforesaid prorations cannot be calculated accurately on the Closing Date, then they shall be estimated to the extent possible as of the Closing and calculated as soon after the Closing Date as is feasible. All adjustments to initial estimated prorations shall be made by the parties with due diligence and cooperation within sixty (60) days following the Closing, or such later time as may be required to obtain necessary information for proration, by prompt cash payment to the party yielding a net credit from such prorations from the party; provided, however, that the provisions of this paragraph shall survive the Closing until the date that is six (6) months after the applicable Closing and after such date neither Seller nor Purchaser shall have any further rights or obligations under this **Section 7.3** other than as expressly set forth in this Agreement.

(g) Closing Costs. Purchaser and Seller shall each pay their own legal fees related to the preparation of this Agreement and all documents required to settle the transaction contemplated hereby. Purchaser shall pay (i) all costs associated with its due diligence, including the cost of appraisals, architectural, engineering, credit and environmental reports, (ii) all title insurance premiums and charges and all title examination costs, and (iii) all survey costs. RE Seller shall pay applicable Massachusetts deeds stamps taxes. All other customary purchase and sale closing costs shall be paid by Seller or Purchaser in accordance with the custom in the jurisdiction where the Property is located.

(h) Prepaid Items and Prepaid Amounts Assumed by Purchaser. The parties agree and acknowledge that Purchaser has assumed and is hereby obligated to and responsible for honoring the Prepaid Items (as defined on and set forth on **Schedule 7.4(h)** attached hereto)

and any and all obligations related to the same, and in consideration of the same the Purchaser will receive a credit equal to the Prepaid Amounts (as defined and set forth on Schedule 7.4(h) attached hereto) against the portion of the Purchase Price payable to the Asset Seller. Schedule 7.4(h) attached hereto sets forth the Prepaid Items and the Prepaid Amounts all of which have been assumed by the Purchaser.

- (i) Survival. The provisions of this Section 7.4 shall survive the Closing.

ARTICLE 8. COMMISSIONS

Section 8.1 Brokers

Seller and Purchaser mutually represent and warrant that they have dealt with no broker in connection with this Agreement other than the Broker. Seller shall pay any commission owed to the Broker by separate Agreement. Seller and Purchaser shall indemnify and defend each other against any costs, claims, or expenses including attorney's fees, arising out of the breach of this representation and warranty. This representation and warranty shall survive the Closing or the earlier termination of this Agreement.

ARTICLE 9. TERMINATION AND DEFAULT

Section 9.1 Purchaser's Default

If Purchaser fails to consummate the transactions contemplated by this Agreement for any reason other than Seller's default or the permitted termination of this Agreement as herein expressly provided, Seller shall have the right to terminate this Agreement and to receive and retain the Deposit hereunder as liquidated damages as Seller's sole and exclusive remedy at law or in equity for Purchaser's failure to perform at the Closing as required herein, and in the event of such termination this Agreement shall thereafter be void and of no further force or effect and without recourse to the parties. Seller and Purchaser acknowledge and agree that (i) the Deposit is a reasonable estimate of and bears a reasonable relationship to the damages that would be suffered and costs incurred by Seller as a result of having withdrawn the Property from sale and the failure of the Closing to occur due to a default by Purchaser under this Agreement, (ii) the actual damages suffered and costs incurred by Seller as a result of such withdrawal and failure to close due to a default by Purchaser would be extremely difficult and impractical to determine, and (iii) the Deposit constitutes valid liquidated damages for such default by Purchaser. Nothing in this Section 9.2 shall limit Seller's rights or remedies with respect to Purchaser's obligations which expressly survive termination on this Agreement.

Section 9.2 Seller's Default

If Seller shall have failed to perform any of the covenants or agreements contained herein to be performed by Seller within the time for performance as specified herein (including without limitation Seller's obligation to consummate the transaction contemplated by this Agreement), or if Seller shall have impaired or suffered to be impaired the title of the Property to be conveyed in accordance with this Agreement, Purchaser may elect one of the following: (i) to terminate

Purchaser's obligations under this Agreement by written notice to Seller, in which case the Deposit shall be refunded to Purchaser and this Agreement shall thereafter be void and of no further force or effect, (ii) to forbear the satisfaction of any unsatisfied conditions and consummate the Closing without reduction in the Purchase Price, or (iii) all rights and remedies available at law and in equity, including the right to specific performance, provided, however, that any action for specific performance must be brought within ninety (90) days after the Closing Date.

ARTICLE 10. MISCELLANEOUS

Section 10.1 Entire Agreement.

This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior discussions, understandings or agreements between the parties. All Exhibits and Schedules attached hereto are a part of this Agreement and are incorporated herein by reference.

Section 10.2 Binding On Successors and Assigns.

Subject to Section 10.3, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 10.3 Assignment.

Purchaser shall have the right, from time to time, to assign this Agreement and its rights and obligations hereunder to any one or more of its affiliates or nominees provided that Purchaser shall provide Seller with notice of such assignment or appointment and an assumption agreement executed by such affiliate. No such assignment or appointment shall release Purchaser from Purchaser's obligations under this Agreement.

Section 10.4 Waiver.

The excuse or waiver of the performance by a party of any obligation of the other party under this Agreement shall only be effective if evidenced by a written statement signed by the party so excusing or waiving. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by Seller or Purchaser of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

Section 10.5 Governing Law.

(a) This Agreement shall be construed and the rights and obligations of Seller and Purchaser hereunder determined in accordance with the internal laws of the Commonwealth of Massachusetts without regard to the principles of choice of law or conflicts of law.

(b) In recognition of the benefits of having any disputes with respect to this Agreement resolved by an experienced and expert person, Seller and Purchaser hereby agree that any suit, action, or proceeding, whether claim or counterclaim, brought or instituted by any party hereto on or with respect to this Agreement or which in any way relates, directly or indirectly, to this Agreement or any event, transaction, or occurrence arising out of or in any way connected with this Agreement or the Property, or the dealings of the parties with respect thereto, shall be tried only by a court and not by a jury. EACH PARTY HEREBY EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION, OR PROCEEDING.

Section 10.6 Counterparts.

This Agreement may be executed in counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement. The transmission of a signed counterpart of this Agreement by portable document format (.pdf) shall have the same force and effect as delivery of an original signed counterpart of this Agreement and shall constitute valid and effective delivery for all purposes of this Agreement. agreement.

Section 10.7 Notices.

All notices or other communications required or provided to be sent by either party shall be in writing and shall be sent: (i) by United States Postal Service, certified mail, return receipt requested, (ii) by any nationally known overnight delivery service for next day delivery, (iii) by electronic mail. All notices shall be deemed to have been given upon receipt provided that such receipt occurs on or before 6:00 p.m. local time on a Business Day; otherwise, such notice shall be deemed to have been given on the next succeeding Business Day. All notices shall be addressed to the parties at the addresses below:

To Seller:

Todd K. Helwig, Esq.
Mirick O'Connell
1800 West Park Drive, Suite 400
Westborough, MA 01581
thelwig@mirickoconnell.com

To Purchaser:

Rober J. Mather, Esq.
Law Offices of Robert J. Mather
1 Lakeville Business Park
Lakeville, MA 02347
rjmather@rjmatherlaw.com

Any address or name specified above may be changed by notice given to the addressee by the other party in accordance with this **Section 10.7**. The inability to deliver notice because of a changed address of which no notice was given as provided above, or because of rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of

such inability to deliver or rejection or refusal to accept. Any notice to be given by any party hereto may be given by the counsel for such party.

Section 10.8 Attorneys' Fees.

In the event of a judicial or administrative proceeding or action by one party against the other party with respect to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover reasonable costs and expenses including reasonable attorneys' fees and expenses, whether at the investigative, pretrial, trial or appellate level. The prevailing party shall be determined by the court based upon an assessment of which party's major arguments or position prevailed. The provisions of this **Section 10.8** shall survive the Closing or termination of this Agreement.

Section 10.9 Time Periods.

Any reference in this Agreement to the time for the performance of obligations or elapsed time shall mean consecutive calendar days, months, or years, as applicable. In the event the time for performance of any obligation hereunder expires on a day that is not a Business Day, the time for performance shall be extended to the next Business Day.

Section 10.10 Modification of Agreement.

This Agreement may not be amended or modified except by a written agreement signed by both Seller and Purchaser that expressly states that it is intended to amend this Agreement.

Section 10.11 Further Instruments.

Each party, promptly upon the request of the other, shall execute and have acknowledged and delivered to the other or to Escrow Agent, as may be appropriate, any and all further instruments reasonably requested or appropriate to evidence or give effect to the provisions of this Agreement and which are consistent with the provisions of this Agreement.

Section 10.12 Descriptive Headings; Word Meaning.

The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provisions of this Agreement. Words such as "herein," "hereinafter," "hereof" and "hereunder" when used in reference to this Agreement, refer to this Agreement as a whole and not merely to a subdivision in which such words appear, unless the context otherwise requires. The singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires. The word "including" shall not be restrictive and shall be interpreted as if followed by the words "without limitation."

Section 10.13 Time of the Essence.

Time is of the essence of this Agreement and all covenants and deadlines hereunder. Without limiting the foregoing, Purchaser and Seller hereby confirm their intention and agreement that time shall be of the essence of each and every provision of this Agreement,

notwithstanding any subsequent modification or extension of any date or time period that is provided for under this Agreement. The agreement of Purchaser and Seller that time is of the essence of each and every provision of this Agreement shall not be waived or modified by any conduct of the parties, and the agreement of Purchaser and Seller that time is of the essence of each and every provision of this Agreement may only be modified or waived by the express written agreement of Purchaser and Seller that time shall not be of the essence with respect to a particular date or time period, or any modification or extension thereof, which is provided under this Agreement.

Section 10.14 Construction of Agreement.

This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared primarily by counsel for one of the parties, it being recognized that both Purchaser and Seller have contributed substantially and materially to the preparation of this Agreement.

Section 10.15 Limitations on Liability.

Notwithstanding anything to the contrary in this Agreement, in no event shall any of Seller Parties have any personal liability under this Agreement, in connection with the transactions contemplated herein or under any document delivered in connection with the transaction contemplated hereby; provided, however, that nothing herein shall release or otherwise affect any rights or obligations under any other agreement executed by a Seller Party on its own behalf.

Section 10.16 Severability.

The parties hereto intend and believe that each provision in this Agreement comports with all applicable local, state and federal laws and judicial decisions. If, however, any provision in this Agreement is found by a court of law to be in violation of any applicable local, state, or federal law, statute, ordinance, administrative or judicial decision, or public policy, or if in any other respect such a court declares any such provision to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent of all parties hereto that, consistent with and with a view towards preserving the economic and legal arrangements among the parties hereto as expressed in this Agreement, such provision shall be given force and effect to the fullest possible extent, and that the remainder of this Agreement shall be construed as if such illegal, invalid, unlawful, void, or unenforceable provision were not contained herein, and that the rights, obligations, and interests of the parties under the remainder of this Agreement shall continue in full force and effect.

Section 10.17 No Recording.

Neither Purchaser nor Seller nor their respective agents or representatives shall record or file this Agreement or any memorandum hereof in any public records.

Section 10.18 Escrow Provisions.

Escrow Agent shall hold the Deposit in accordance with the terms and provisions of this Agreement, subject to the following:

(a) Obligations. Escrow Agent undertakes to perform only such duties as are expressly set forth in this Agreement and no implied duties or obligations shall be read into this Agreement against Escrow Agent.

(b) Reliance. Escrow Agent may act in reliance upon any writing or instrument or signature that it, in good faith, believes, and any statement or assertion contained in such writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instrument in connection with the provisions of this Agreement has been duly authorized to do so.

(c) Indemnification. Unless Escrow Agent discharges any of its duties under this Agreement in a negligent manner or is guilty of willful misconduct with regard to its duties under this Agreement, Seller and Purchaser shall indemnify Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or other expenses, fees, or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Agreement.

(d) Disputes. If the parties (including Escrow Agent) shall be in disagreement about the interpretation of this Agreement, or about their respective rights and obligations, or the propriety of any action contemplated by Escrow Agent, or the application of the Deposit, Escrow Agent shall hold the Deposit until the receipt of written instructions from both Purchaser and Seller or a final order of a court of competent jurisdiction.

Section 10.19 No Partnership or Joint Venture.

This Agreement shall not create any joint venture, partnership or other similar relationship between Seller and Purchaser. Without limiting the foregoing, it is expressly understood and agreed that: (a) the relationship between Seller and Purchaser shall be solely that of Seller and Purchaser and not that of joint venturers, partners, tenants in common or joint tenants, and all payments due hereunder shall in all respects be and remain in the nature of the Purchase Price; and (b) following the Closing, Seller shall have no equity interest in Purchaser.

Section 10.20 Joint and Several Liability.

Each Seller shall be jointly and severally liable for the obligations and liabilities of any other Seller hereunder.

Section 10.21 Press Releases.

Seller and Purchaser agree that, without the prior written approval of the other, they shall not issue any press release, advertisement, internet posting or other similar announcement, statement or disclosure of this Agreement, the transactions contemplated hereby, or the parties hereto (or their respective affiliates and advisors) prior to the Closing, except to the extent otherwise required by law.

See attached Rider "A" which is incorporated herein and made a part hereof.

[Signature pages follow]

IN WITNESS WHEREOF, Seller and Purchaser hereto have executed this Agreement as of the date first written above.

SELLER:

RE SELLER:

ASSAWOMPSETT GOLF COMPANY, LLC

By: _____
Name: Francis A. Will
Title: Manager

GOLF BLUES, LLC

By: _____
Name: Alexander A. Will
Title: Manager

ASSET SELLER:

LEBARON OPERATING COMPANY, LLC

By: _____
Name: Francis A. Will
Title: Manager

PURCHASER:

Brian J. Comefrey

RECEIPT BY THE ESCROW AGENT

This Agreement, fully executed by both RE Seller, Asset Seller and Purchaser, has been received by the Escrow Agent this _____ day of October, 2023 and by execution hereof, Escrow Agent hereby covenants and agrees to be bound by the terms of this Agreement that are applicable to it.

ESCROW AGENT

MIRICK, O'CONNELL, DEMALLIE & LOUGEE, LLP

By: _____
Name: Todd K. Helwig
Title: Partner

RIDER A

1. At the Foreclosure, in the event there is any competitive bidding by any third parties, Golf Blues agrees to bid up to \$4,600,000, representing the principal and interest owed on the loan. In the event that any third party shall bid in excess of said amount, then Golf Blues may accept such bid and consummate the sale of the Property to such third-party purchaser.

2. In the event that the Foreclosure shall be canceled because Michael F. Hansen, Francis A. Will, Charles Dickow, and Alexander A. Will have agreed in writing to the payment of the surplus sale proceeds, then, in such event, the Closing Date shall be the later to occur of the following: (i) thirty (30) days after the expiration of the Due Diligence Period, or (ii) seven (7) days after the transfer of the Liquor License.

3. In order to facilitate the execution of documents extending the time for any performance of any event that may occur under this Agreement, each of the undersigned hereby authorizes his or her respective attorney to assent to and execute on his or her behalf any (a) agreements extending the time for performance of any event hereunder or (b) any notice that may be given under this Agreement, and any such documents and notices shall be deemed sufficient if transmitted by email.

4. Any matter of practice arising under or relating to this Agreement which is the subject of a title standard or practice standard of the Real Estate Bar Association of Massachusetts shall be governed by said standard to the extent applicable.

5. Seller shall cause the septic system serving the Real Property (the "**System**") to be inspected pursuant to the inspection requirements of 310 CMR 15-301 ("**Title 5**") and shall deliver to Purchaser prior to the expiration of the Due Diligence Period a "passing" Subsurface Sewage Disposal System Inspection Form and Certification (the "**Certification**"). If Seller is unable to deliver the Certification prior to the expiration of the Due Diligence Period, then Purchaser may either within seven (7) of receipt of the Certification either (i) terminate this Agreement in which case the Initial Deposit shall be refunded to Buyer and all obligations of the parties shall cease and this Agreement shall be void and without recourse to the parties, or (ii) proceed to the Closing without adjustment of the Purchase Price.

6. The parties hereby agree that electronic signatures shall be acceptable to give effect to this agreement as if they were originals.

Schedule 1.1(i)

DESCRIPTION OF THE LAND

Schedule 1.1(i)

DESCRIPTION OF THE LAND

The land, with all buildings and improvements thereon, if any, located in Lakeville, Plymouth County, Massachusetts and Taunton, Bristol County, Massachusetts, more particularly described as follows:

The land located on the northern side of Rhode Island Road in Lakeville, Plymouth County, Massachusetts and Taunton, Bristol County, Massachusetts being shown as Lot 1 on a plan entitled "Plan of Land Rhode Island Road Lakeville, Massachusetts", Owner A.A. Will Materials Corp., Date 11/1/99, Scale 1" = 160', Job No. 97-136 by Mount Hope Engineering, Inc., which plan is recorded with Plymouth Registry of Deeds as Plan No. 56 of 2000 in Plan Book 43, Page 111, and with Bristol North Registry of Deeds herewith, containing 161.57 acres of land, more or less, according to said plan, less and except that portion of Lot 1 previously acquired by Grantee in a deed from Nemasket Cranberry Co., Inc. recorded in Plymouth Registry of Deeds, Book 17894, Page 18.

Together with all right, title and interest in Harrison Avenue, as shown on said plan, as Harrison Avenue was affected by a discontinuance voted by the Lakeville Town Meeting at their Annual Meeting on June 5, 2000, Article No. 37.

Together with the exclusive right and easement, described in a deed dated August 25, 2000 from A.A. Will Materials Corp. and Francis Will, Trustee of Area Realty Trust II to Assawompsett Golf Company, L.L.C. recorded at the Plymouth County Registry of Deeds and Bristol North Registry of Deeds immediately prior hereto, to use that portion of Lot 2 described in said deed, to grade, regrade, construct, install, repair, replace, modify and use said area as part of the golf course currently under construction on adjacent Lot 1 including, without limitation, the right to install, repair, replace, modify and use irrigation systems and fences, to landscape said area, to use fertilizer and pesticides in said area and to otherwise use said area for all purposes necessary for such golf course.

Meaning and intending to describe and convey the same property described in a deed from A.A. Will Materials Corp. et al. dated August 25, 2000 and recorded at the Plymouth County Registry of Deeds in Book 18954, Page 203 and at the Bristol County Northern District Registry of Deeds in Book 9009, Page 73.

Schedule 1.1(ii)

LEASES

To be determined during the Due Diligence Period.

Schedule 2.2(b)

ASSET SELLER AMOUNT ALLOCATION

To be determined during the Due Diligence Period.

Schedule 6.1(o)

CONTRACTS

To be determined during the Due Diligence Period.

Schedule 7.2(b)

ASSIGNMENT AND ASSUMPTION AGREEMENT

ASSIGNMENT AND ASSUMPTION OF CONTRACTS, PERMITS AND APPROVALS

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **ASSAWOMPSETT GOLF COMPANY, LLC**, a Massachusetts limited liability company having an address of 183 Rhode Island Road, Lakeville, Massachusetts 02347 (“**Assawompsett**”), **GOLF BLUES, LLC**, a Massachusetts limited liability company having an address of 145 Island Street, Stoughton, Massachusetts 02072 (“**Golf Blues**” and together with Assawompsett, “**RE Seller**”) and **LEBARON OPERATING COMPANY, LLC**, a Massachusetts limited liability company having an address of 183 Rhode Island Road, Lakeville, Massachusetts 02347 (“**Asset Seller**” and together with the RE Seller, the “**Sellers**”), hereby assign and delegate to **BRIAN J. CONEFREY**, an individual having an address of 91 George Leven Drive, North Attleboro, Massachusetts 02760 (“**Buyer**”), and Buyer hereby assumes and accepts the assignment and delegation of, all of Sellers’ right, title and interest in and to the Contracts, Permits and Approvals described on Exhibit A attached hereto relating to Real Property more particularly described on Exhibit B attached hereto.

Sellers shall indemnify, defend and hold Buyer harmless against all claims, suits, obligations, liabilities, damages, losses, costs, and expenses, including, without limitation, reasonable attorneys’ fees and disbursements, based upon, arising out of, or resulting from Sellers’ breach of the terms and provisions of the Contracts, Permits and Approvals occurring prior to the date hereof except to the extent any of the foregoing relate to the condition of the Property, including, without limitation, the interior, exterior, and structure of all Improvements, and the condition of soils and subsurfaces. Buyer shall indemnify and hold Sellers harmless against all claims, suits, obligations, liabilities, damages, losses, costs, and expenses, including, without limitation, reasonable attorneys’ fees and disbursements, based upon, arising out of, or resulting from Buyer’s breach of the terms and provisions of the Contracts, Permits and Approvals occurring on or after the date hereof.

This Assignment and Assumption of Contracts, Permits and Approvals is delivered pursuant to that certain Purchase and Sale Agreement dated October 27, 2023 between Sellers and Buyer (the “**Agreement**”).

Capitalized, undefined terms in this Assignment and Assumption of Contracts, Permits and Approvals shall have the same meaning as in the Agreement.

Except with respect to Sellers’ indemnification obligations contained in this Assignment and Assumption of Contracts, Permits and Approvals from which Sellers shall not be released, any conflict between the provisions of this Assignment and Assumption of Contracts, Permits and Approvals and the Agreement shall be controlled by the provisions of the Agreement, and this Assignment and Assumption of Contracts, Permits and Approvals is specifically limited in its recourse by Buyer against Sellers by the provisions of the Agreement, and is otherwise subject to the provisions of the Agreement.

[Signature page follows]

IN WITNESS WHEREOF, Seller and Purchaser hereto have executed this Agreement as of the date first written above.

SELLER:

RE SELLER:

ASSAWOMPSETT GOLF COMPANY, LLC

By: Alexander A. Will
Name: Alexander A. Will
Title: Manager

GOLF BLUES, LLC

By: Alexander A. Will
Name: Alexander A. Will
Title: Manager

ASSET SELLER:

LEBARON OPERATING COMPANY, LLC

By: Alexander A. Will
Name: Alexander A. Will
Title: Manager

PURCHASER:



Brian J. Conefrey

EXHIBIT A

Contracts, Permits and Approvals

Contracts

Permits

EXHIBIT B

Legal Description

Schedule 7.2(c)

BILL OF SALE

BILL OF SALE

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, **LEBARON OPERATING COMPANY, LLC**, a Massachusetts limited liability company having an address of 183 Rhode Island Road, Lakeville, Massachusetts 02347 (the "**Asset Seller**"), does hereby grant, bargain, transfer, sell, assign, convey and deliver to **BRIAN J. CONEFREY**, an individual having an address of 91 George Leven Drive, North Attleboro, Massachusetts 02760 (the "**Buyer**"), all of its right, title, and interest in and to the Tangible Personal Property and the Intangible Property, as such term is defined in the Asset Purchase Agreement, dated as of October 27, 2023 (the "**Purchase Agreement**"), by and among Buyer, Seller, to have and to hold the same unto Buyer, its successors and assigns, forever.

Buyer acknowledges that Seller makes no representation or warranty with respect to the assets being conveyed hereby except as specifically set forth in the Purchase Agreement.

Seller for itself, its successors and assigns, hereby covenants and agrees that, at any time and from time to time upon the written request of Buyer, Seller will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, all such further acts, deeds, assignments, transfers, conveyances, powers of attorney, and assurances as may be reasonably required by Buyer in order to assign, transfer, set over, convey, assure, and confirm unto and vest in Buyer, its successors and assigns, title to the assets sold, conveyed, and transferred by this Bill of Sale.

IN WITNESS WHEREOF, Seller has duly executed this Bill of Sale as of October ____, 2023.

**LEBARON OPERATING COMPANY,
LLC**

By: _____

Name: Francis A. Will

Title: Manager

Schedule 7.2(k)

CERTIFICATE OF NON-FOREIGN STATUS

**AFFIDAVIT PURSUANT TO FOREIGN
INVESTMENT AND REAL PROPERTY TAX ACT**

Section 1445 of the Internal Revenue Code of 1986, as amended, provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by **ASSAWOMPSETT GOLF COMPANY, LLC**, a Massachusetts limited liability company ("Assawompsett") and **GOLF BLUES, LLC**, a Massachusetts limited liability company ("Golf Blues") and together with Assawompsett, "Transferor"), the undersigned hereby certify to **BRIAN J. CONEFREY**, an individual, the following on behalf of Transferor:

- 1) Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
- 2) Transferor is not a disregarded entity (as that term is defined in the Internal Revenue Code and Income Tax Regulations);
- 3) Transferor's U.S. employer identification number is:
 - a. _____ (Assawompsett)
 - b. _____ (Golf Blues); and
- 4) Transferor's office address is:
 - a. _____ (Assawompsett)
 - b. _____ (Golf Blues).

The undersigned understand that this certification may be disclosed to the Internal Revenue Service by the transferee and that any false statement contained herein could be punished by fine, imprisonment, or both. Under penalties of perjury, the undersigned declare that they have examined this certification and to the best of their knowledge and belief it is true, correct, and complete, and further declares that they have authority to sign this document.

[Signature page follows]

Dated: October ____, 2023

ASSAWOMPSETT GOLF COMPANY, LLC
a Massachusetts limited liability company

By: _____
Name: Francis A. Will
Title: Manager

GOLF BLUES, LLC

By: _____
Name: Alexander A. Will
Title: Manager

EXHIBITS:

Exhibit A - Legal Description

EXHIBIT A

Legal Description

Schedule 7.2(q)

ASSIGNMENT AND ASSUMPTION OF LEASES

ASSIGNMENT AND ASSUMPTION OF LEASES

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **ASSAWOMPSETT GOLF COMPANY, LLC**, a Massachusetts limited liability company with a mailing address of 183 Rhode Island Road, Lakeville, Massachusetts 02347 (“**Assawompsett**”), **GOLF BLUES, LLC**, a Massachusetts limited liability company with a mailing address of 145 Island Street, Stoughton, Massachusetts 02072 (“**Golf Blues**” and together with Assawompsett, the “**RE Seller**”), **LEBARON OPERATING COMPANY, LLC**, a Massachusetts limited liability company with a mailing address of 183 Rhode Island Road, Lakeville, Massachusetts 02347 (the “**Asset Seller**” and together with the RE Seller, the “**Seller**”), hereby assign and delegate to **BRIAN J. CONEFREY**, an individual with a mailing address of 91 George Leven Drive, North Attleboro, Massachusetts 02760 (“**Buyer**”), and Buyer hereby agrees to assume and accept the assignment and delegation of, all of Sellers’ right, title and interest in and to all obligations, liabilities, duties, rights and benefits under the Leases, agreements to lease, security deposits and prepaid rents relating to the Real Property thereon known as and more particularly described on Exhibit A. The Leases are listed on Exhibit B.

Sellers shall indemnify, defend and hold Buyer harmless against all claims, suits, obligations, liabilities, damages, losses, costs, and expenses, including, without limitation, reasonable attorneys’ fees and disbursements, based upon, arising out of, or resulting from Sellers’ breach of the terms and provisions of the Leases occurring prior to the date hereof except to the extent any of the foregoing relate to the condition of the Property, including, without limitation, the interior, exterior, and structure of all Improvements, and the condition of soils and subsurfaces. Buyer shall indemnify and hold Sellers harmless against all claims, suits, obligations, liabilities, damages, losses, costs, and expenses, including, without limitation, reasonable attorneys’ fees and disbursements, based upon, arising out of, or resulting from Buyer’s breach of the terms and provisions of the Leases occurring on or after the date hereof.

This Assignment and Assumption of Leases is delivered pursuant to that certain Purchase and Sale Agreement dated as of October 27, 2023 between Sellers and Buyer (the “**Agreement**”).

Capitalized, undefined terms in this Assignment and Assumption of Leases shall have the same meaning as in the Agreement.

Except with respect to Sellers’ indemnification obligations contained in this Assignment and Assumption of Leases from which Sellers shall not be released, any conflict between the provisions of this Assignment and Assumption of Leases and the Agreement, shall be controlled by the provisions of the Agreement and this Assignment and Assumption of Leases is specifically limited in its recourse by Buyer against Sellers by the provisions of the Agreement, and is otherwise subject to the provisions of the Agreement.

(Signature page follows)

IN WITNESS WHEREOF, Sellers and Buyer have executed the Assignment and Assumption of Leases effective as of this ___ day of October, 2023.

RE SELLER:

ASSAWOMPSETT GOLF COMPANY,
LLC

By: _____
Name: Francis A. Will
Title: Manager

GOLF BLUES, LLC

By: _____
Name: Alexander A. Will
Title: Manager

ASSET SELLER:

LEBARON OPERATING COMPANY,
LLC

By: _____
Name: Francis A. Will
Title: Manager

BUYER:

Brian J. Conefrey

Exhibits:

Exhibit A – Legal Description
Exhibit B – Leases

EXHIBIT A

Legal Description

EXHIBIT B

Lease

Schedule 7.2(r)

REPRESENTATION AND WARRANTIES AGREEMENT

REPRESENTATIONS AND WARRANTIES AGREEMENT

This certificate is being furnished to **BRIAN J. CONEFREY** (the “**Buyer**”) pursuant to Section 7.2(r) of that certain Purchase and Agreement dated as of October 27, 2023 (the “**Agreement**”), by and among the Buyer and **ASSAWOMPSETT GOLF COMPANY, LLC** (“**Assawompsett**”), **GOLF BLUES, LLC** (“**Golf Blues**” and together with Assawompsett, “**RE Seller**”) and **LEBARON OPERATING COMPANY, LLC** (“**Asset Seller**” and together with the RE Seller, the “**Sellers**”). Terms which are not otherwise defined herein which are defined in the Agreement are used herein with the respective meanings assigned to them in the Agreement. Sellers hereby certify that:

1. All of the representations and warranties of the Sellers contained in the Agreement are true and accurate in all respects on and as of the Closing Date as though such representations and warranties were made on and as of the Closing Date.
2. The Sellers have performed and complied with all agreements and conditions required by the Agreement to be performed and satisfied by the Sellers prior to or as of the Closing Date.

Executed as of the ____ day of October, 2023.

RE SELLER:

ASSAWOMPSETT GOLF COMPANY, LLC

By: _____

Name: Francis A. Will

Title: Manager

GOLF BLUES, LLC

By: _____

Name: Alexander A. Will

Title: Manager

ASSET SELLER:

LEBARON OPERATING COMPANY, LLC

By: _____

Name: Francis A. Will

Title: Manager

Schedule 7.4(h)

PREPAID ITEMS AND PREPAID AMOUNTS

To be determined during the Due Diligence Period.