



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 4, 2023 @ 5:30 PM</u>
Location of Meeting:	<u>Lakeville Police Station 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 October 30, 2023 and November 13, 2023
4. 6:15 PM Liquor License Transfer Hearing – Baldies Pizza – 40 Main Street
5. 6:25 PM Liquor License Transfer Hearing – Muckey's Liquors – 13 Harding Street
6. 6:45 PM Tax Classification Hearing
7. 7:00 PM Meet with Finance Committee for FY25 Budget Outlook Presentation
8. Introduce Jennifer Jones as new Library Director
9. Discuss and possible vote to sign Letter of Engagement with Powers & Sullivan for FY2024-2026 audits
10. Discuss and possible vote on request to connect to Taunton Water for 15 Main Street
11. Discuss and possible vote to approve renewal of Lakeville Animal Shelter boarding contracts with the Towns of Acushnet; Berkley; Bridgewater; Carver; East Bridgewater; Freetown; Halifax; Hanson; Raynham; Rochester and Wareham
12. Discuss and possible vote to renew Annual Liquor Licenses (see attached list of locations)
13. Discuss and possible vote to approve transfer of Common Victualler License for the property located at 40 Main Street – Baldie's Pizzeria
14. Discuss and possible vote to accept Town Administrator's resignation and discuss next steps
15. Building Committee Updates:
 - a. Senior Center Feasibility
 - b. Fire Station Building Committee
 - c. Old Colony Feasibility Study

16. New Business
17. Old Business
18. 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.

LIST OF LIQUOR LICENSES FOR RENEWAL

Name of Establishment	Address
Lakeville Golf Club, Inc., dba Lakeville Golf Club	44 Clear Pond Road
B9 Club, Inc., dba The Back Nine Club	17 Heritage Hill Drive
Hawaii Corp., dba Orchid of Hawaii Restaurant	201 Bedford Street
Poquoy Brook Golf club, LLC, dba Poquoy Golf Course	20 Leonard Street
LeBaron Operating Company, LLC dba LeBaron Hills Country Club	183 Rhode Island Road
Baldies Pizzeria, Inc.	40 Main Street
Lakeville Fraternal Order of Eagles, Aerie #3994	217 County Street
BBP, Inc., dba Muckeys	13 Harding Street
Aarav Liquors, Inc., dba Star Liquor Market	78 Main Street
Tamarack Wine & Spirits	157 Bedford Street
Mahant NE Sang Corp., dba Lakeville Liquors and Market	330 Bedford Street
Joe & Chloe Gs, dba Joe's Gas	33 Bedford Street
Lakeville Virtual Entertainment Group, Inc. dba The Broken Tee Virtual Golf	166 County Road
58 East Grove Inc. dba Boston Tavern	28 Precinct Street
K & L, Inc. dba Saga Sushi	9 Harding Street
Red Hand Brewing Company, Inc. dba Red Hand Brewing	348 Bedford Street

**AGENDA ITEM # 1
DECEMBER 4, 2023**

SELECT BOARD ANNOUNCEMENTS

**AGENDA ITEM #2
DECEMBER 4, 2023**

TOWN ADMINISTRATOR ANNOUNCEMENTS

**AGENDA ITEM #3
DECEMBER 4, 2023**

**DISCUSS AND POSSIBLE VOTE TO APPROVE SELECT
BOARD MINUTES OF OCTOBER 30, 2023 AND NOVEMBER
13, 2023**

TOWN OF LAKEVILLE
Select Board Meeting Minutes
November 13, 2023 – 6:00 PM

Apponequet Regional High School
100 Howland Road, Lakeville, MA

On November 13, 2023, the Select Board held a meeting at 6:00 PM at the Lakeville Police Station Meeting Room. The meeting was called to order at 6:05 PM by Chairman Day. Members present were Chairman Day, Member Fabian and Member Carboni. Also present was Ari Sky, Town Administrator. LakeCAM was recording the meeting for broadcast.

Select Board Announcements

Chairman Day read the Select Board announcements.

Town Administrator Announcements

Mr. Sky read the Town Administrator Announcements.

Discuss and possible vote on stipend for Human Resources Administrative Assistant

Mr. Sky said Lacey Marshall will begin work on November 20th as Human Resources Director. He noted that the impact of the absence of a Human Resources Director has been mitigated by the great work done by Chris Holt, who has kept the Human Resources office functioning effectively. As acknowledgment of Mr. Holt's performance, he is proposing a one-time payment of \$4,500. Chairman Day asked to look at this to see if we have a standard procedure. Member Fabian said there is something in the union contract about working outside of the job description.

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

VOTED: To approve the recommendation for the stipend for the Human Resources Administrative Assistant.
Unanimous in favor.

Discuss and possible vote to extend closing times for restaurants with liquor licenses on New Year's Eve

Chairman Day said the Board is allowed to extend the closing times for restaurants with liquor licenses on New Year's Eve. Member Fabian asked if there is a recommendation from the Police Chief. Mr. Sky said the Police Chief had no concerns.

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

VOTED: To extend the last call hours on New Year's Eve for restaurants with liquor licenses until 1:30 AM with all patrons out by 2:00 AM.
Unanimous in favor.

Discuss and possible vote to extend closing times for package stores with liquor licenses on Christmas Eve and New Year's Eve

Chairman Day said the Board is allowed to extend closing times for package stores until 11:30 PM on Christmas Eve and New Year's Eve, but in the past the Board has stayed with the 11:00 PM closing times. The Board took no action on this item.

Discuss and possible vote on 2024 Holiday Calendar

Chairman Day asked if there were any changes? Mr. Sky said just the dates have changed.

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

VOTED: To approve the 2024 Holiday Calendar.
Unanimous in favor.

Discuss and possible vote on request from the Friends of the Lakeville Council on Aging to place yard signs on several Town locations

Chairman Day said the Friends of the Lakeville Council on Aging are requesting permission to place signs advertising their wreath and greenery sale in front of Town Hall; the intersection of Precinct Street and Route 79; the Transfer Station; intersection of Lakeside Avenue and Route 105; and the Council on Aging entrance. Member Fabian said the signs need to be down within 48 hours of the event.

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

VOTED: To approve the locations as requested with signs being removed within 48 hours of the event.
Unanimous in favor.

Discuss and possible vote on the request from the Middleborough/Lakeville Herring Fishery Commission to appoint Volunteer Observers

Chairman Day said we have a request from the Middleborough/Lakeville Herring Fishery Commission to appoint volunteer observers.

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

VOTED: To appoint Allin Frawley, Carol Carlson and Cynthia Gendron as Volunteer Observers for the Middleborough/Lakeville Herring Fishery Commission for terms to expire September 30, 2024.
Unanimous in favor.

New Business

There was no New Business discussed.

Old Business

There was no Old Business discussed.

Attend Special Town Meeting

The Select Board attended the Special Town Meeting.

Adjournment

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

VOTED: To adjourn the Select Board Meeting at 7:52 PM.
Unanimous in favor.

List of documents provided at the Select Board Meeting of November 13, 2023

1. Agenda page
2. Agenda page; Town Administrator announcements
3. Agenda page; Memo from Town Administrator
4. Agenda page
5. Agenda page
6. Agenda page; draft list of 2024 Holidays
7. Agenda page; email from Friends of the Lakeville Council on Aging; sample of yard sign
8. Agenda page; letter from Middleborough/Lakeville Herring Fishery Commission
9. Agenda page
10. Agenda page
11. Agenda page

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

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

On October 30, 2023, the Select Board held a meeting at 5:30 PM at the Lakeville Police Station Meeting Room. The meeting was called to order at 5:30 PM by Chairman Day. Members present were Chairman Day, Member Fabian and Member Carboni. Also present were Ari Sky, Town Administrator and Tracie Craig-McGee, Executive Assistant to the Select Board and Town Administrator. LakeCAM was recording the meeting for broadcast.

Select Board Announcements

Chairman Day read the Select Board announcements.

Town Administrator Announcements

Mr. Sky read the Town Administrator Announcements. Member Fabian said the Assawompset Elementary School project was given an extension. She asked if the Select Board approved that? She noted that there were 21 doors that were manufactured incorrectly. Is the contractor continuing to work on the other doors? The extension of time is for the 21 that were mis-manufactured. Mr. Sky said the most straight forward approach is to do it during Christmas vacation. They are working on the rest of the doors. He let the Board know about the extension, but because of the timing, it needed to be approved. None of the members had an issue, so he approved it. Richard LaCamera of Old Powderhouse Road asked when the Town found out the doors were not correct. Mr. Sky said it was the week before the deadline. Chairman Day said when they went to install the doors and unwrapped them, they found out they were not correct. Mr. LaCamera asked if the contractors checked them on delivery. Mr. Sky said not until they went to install them. Chairman Day said the project will be substantially complete by October 20th. Mr. Sky said the single doors are good; it is the larger ones.

Discuss and possible vote to approve Select Board Minutes of September 18, 2023 and October 10, 2023

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

VOTED: To approve the Select Board Minutes of September 18, 2023.
Unanimous in favor.

Chairman Day noted on page 6, under Old Colony Feasibility Study, the range needed to be changed to \$110,000 to \$220 million. Member Fabian said as she was not present at the meeting, there was one (1) instance where it states that she seconded the motion; that needs to be changed to Chairman Day. Also, on Page 6, 1st paragraph, the next to last sentence “operating house” should be changed to “operating hours”.

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

VOTED: To approve the Select Board Minutes of October 10, 2023 as amended.
Member Carboni – aye; Chairman Day – aye; and Member Fabian – abstain.

Discuss and possible vote to appoint Lacey Marshall as Human Resources Director

Chairman Day said this item was tabled from October 10, 2023. Mr. Sky said 53 applications were received and 6 candidates were interviewed (2 withdrew). The interview panel consisted of the Town Clerk; Fire Chief; Police Chief; DPW Director, Town Accountant and himself and they all unanimously recommended Ms. Marshall for the position. Mr. Sky summarized Ms. Marshall's qualifications. Member Fabian said it is not the candidate, but she is questioning the salary. When did the Board approve the \$93,000 salary? Mr. Sky said the salary is from the wage scale. The salary applies to the position, not the person. Member Fabian said she is not in favor of a \$93,000 salary for any Human Resources Director. It is a bit nefarious saying you have to give the salary that was for another employee. Mr. Sky said that he rejects the word nefarious. Member Fabian said she has no problem with the person and has spoken to the interview panel. They think she is amazing and she does too, but in the past, the Board has discussed salary. Chairman Day said the role is the role regardless of who is in the seat. Member Fabian said she expressed her concerns about this before the last meeting saying she was opposed with the way the salary came to be. Why would the salary not be discussed? Chairman Day said the Board voted the salary in May. Member Carboni said the salary was not on this posting. Mr. Sky said there was a scale; the job description had the salary. Member Fabian said in the absence of a conversation, are we just going to say we are giving the new person the same salary as the prior person. Member Fabian asked Chairman Day if he and Mr. Sky had a conversation about the salary? Chairman Day said after the posting of the position. Member Fabian said what about transparency to the rest of the Board? Chairman Day said each member is free to ask questions. Chairman Day said it is his intent to move forward with this.

Member Carboni said she had questions about the posting and Mr. Sky explained about the compensation plan that gets voted every year based on the positions. She knows that the Select Board wanted to adjust the salary; they can have that discussion and vote and post accordingly. When it was stated that the job description was going out with no changes, she thought it would be the same salary. Typically, there is a conversation about postings and salaries and it just didn't happen. Member Fabian said we should have discussed the salary, especially when we are doing the class and compensation salary study and she is supposed to be the liaison. Mr. Sky said there was a meeting last week on that and Member Fabian will be involved in the next meeting. Member Fabian said she doesn't want to be in the situation where there isn't enough information. Member Carboni said going forward we can work to address any open positions before they get posted.

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

VOTED: To appoint Lacey Marshall as Human Resources Director.
Chairman Day – aye; Member Carboni – aye and Member Fabian – abstain.

Public hearing for transfer of Off Premises Wine & Malt Package Store license for 33 Bedford Street from Gulf Resources, Inc. dba Joe's Gas to Joe & Chloe Gas, Inc., dba Joe's Gas

Present for the hearing was Andrew Moles, Esquire of McDermott, Quilty & Miller, LLP and Gilbert Issa, applicant.

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

VOTED: To open the hearing for the transfer of the Off Premises Wine and Malt Package Store License for 33 Bedford Street.
Unanimous in favor.

Attorney Moles said this transfer was approved by the Board previously in August and went to the ABCC, who notified us that there were some issues with the application. That application was withdrawn and we have now resubmitted it. Chairman Day asked about the changes. Attorney Moles said there were several things, including spelling errors, Department of Revenue certificate; missing date of the corporate vote; missing bank statements, etc. The items from the ABCC investigator have been reviewed and all the requested changes were made. Chairman Day asked if the business hours would remain the same. Mr. Issa said they would.

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

VOTED: To close the hearing
Unanimous in favor.

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

VOTED: To approve the transfer of the Off Premises Wine & Malt Package Store License for 33 Bedford Street from Gulf Resources, Inc. dba Joe's Gas to Joe & Chloe Gas, Inc., dba Joe's Gas.
Unanimous in favor.

Meet with Finance Committee and Town Moderator for Warrant Review for Special Town Meeting on November 13, 2023

Kathryn Goodfellow, Town Moderator, Chris Plonka; Maureen Candito and Larry Kostant from the Finance Committee were present. Also present was Michael O'Brien, Fire Chief; Franklin Moniz, DPW Director and Marc Resnick, Town Planner. Chairman Day said the Finance Committee posting was not done in time, so they are here to ask questions, but not take any votes.

Chairman Day said Article 1 is for bills that came in after the deadline. Article 2 is to supplement appropriations, including salaries and expenses for the 4th and 5th Select Board Members; increased staff hours for the Assessors' Office; Fire Department Overtime; and insurance premium increase. Fire Chief O'Brien said the current overtime number is \$110,000, so it will increase to \$150,000 with the additional \$40,000 for overtime call back. Chairman Day said under risk management the increase is in auto insurance. Mr. Hassett said the Town was told a 6% increase, but it came in at 6.3%. Mr. Kostant asked if the insurances have gone out to bid. Mr. Sky said not yet. It is on the

list of things the Board would like to do. Article 3 is the transfer of \$171,500 from Free Cash and \$30,000 from Solid Waste Retained Earnings for various items. Line 1 is for Betty's Neck improvements for \$70,000 along with money already earmarked. It will allow the Peach Barn to be renovated, however, we will not be able to install restrooms. Member Fabian said we tried to get grant money, but we were not approved. Finance Committee Chairman Plonka asked would Community Preservation Act funds cover something like this. Member Carboni said someone has to submit an application to the Community Preservation Committee for consideration. Mr. Sky said we did secure \$75,000 from the State. It is a \$145,000 project to stabilize and renovate the Peach Barn. Ms. Candito asked what is the purpose for the renovations. Member Fabian said Nancy Yeatts would like to be able to encourage more programming and the visitors center was dangerous due to water damage. We started with the roof and that got done and now we are working our way down the list of items. The Facilities Director put together a wish list to weatherproof the building. Ms. Candito asked if it has to be historically correct. Member Fabian said discussions with Nate Darling and Paul Nee were held about the shingles. This work should take this building forward through the next decades. Ms. Candito asked if it could be used as meeting space. Member Fabian said there is no electricity or restrooms. Chairman Day said there are also accessibility issues. Mr. Sky said we will be putting in an entry ramp in the barn and through the rear of the barn. Ms. Candito asked has there been any partnering with the developers of the condos. Member Fabian said we have been working with the cranberry bog owners.

Mr. Sky said regarding Town Hall security in Line 2, the work is continuing on building access security. Chairman Day said Line 3 is for the Police Department boat motor that will help when all the dive equipment is on the boat. They will donate the current engine to the Fire Department for their boat. Mr. Moniz spoke to the MS-4 permit engineering item on Line 4. He said these funds would cover us depending on what we find in the inspections, and should bring us to FY26. We are going into Year 6 with 4 years to go. For Line 5, Mr. Moniz said the funds are for the rental of a crew for removal of brush and trees at the Transfer Station. The last time this was done was in 2021. Ms. Candito asked if we have our own equipment to do this in house. Mr. Moniz said he has not looked into a tub grinder as we would only use it a few weeks out of the year.

Richard LaCamera asked regarding Line 1 for Betty's Neck, we have \$75,000. Is this going out to bid? We hired a facilities director who is licensed and can do the work. Mr. Sky said we are coming back to the Board with a plan. Mr. LaCamera said there are no restroom facilities there now and that is a major cost. Chairman Day said that was pulled since we did not get the grant. Mr. LaCamera said the bog road is a problem. The cranberry bog owner is responsible to repair it. He puts down sand and that doesn't work. We looked at paving it at a cost of \$100,000. Perhaps something can be worked out to split that cost. Mr. LaCamera asked if Ted Williams Camp is included in the security. Mr. Sky said this is just for Town Hall.

Mr. Sky said Article 4 is the one-time payment for the lease of the \$2.15 million for the Fern Avenue cell tower. There was a desire of the Board for the money not to go into General Fund. Our recommendation is to put it aside so if the Town would like to use it, Town Meeting could decide to do so. Mr. Kostant asked what is the difference in where it is. Mr. Sky said it will just roll over to Free Cash every year if left in the General Fund. Chairman Day said passing this would put it in a separate account requiring a 2/3s vote to remove it. Ms. Candito asked how much money will be removed from the operating budget. Mr. Sky said the budget already has it removed. We were

receiving about \$40,000. Ms. Candito said if we put it in debt service capitalization fund, the money would be available for another project, which would cost more money. Mr. Sky said if we don't put it in capital stabilization, it is available to spend. Further discussion occurred regarding the funds. Mr. Hassett said there is approximately \$2.730 million in the General Stabilization Account. Member Carboni asked what type of stabilization account could we create. She was thinking about an emergency stabilization account that gains interest and the Board comes up with a policy about how we would access that money. She is concerned about spending the money on a project and incurring costs in the budget. Mr. Sky said the interest would go back into the fund.

Chairman Day said Article #5 is regarding Community Preservation Committee (CPC) projects. Mr. Resnick said Step 1 applications were due in the spring and reviewed to see if they qualify to be funded. Then the Step 2 application is submitted for review. The first project is gravestone repairs for the Thompson Hill Cemetery on Rhode Island Road. There are a few special table top gravestones that need to be re-supported. The next project is the roof repairs for the Historic Town House. The Town has appropriated \$30,000 and received a grant for \$30,000 from Mass Historical. However, if they find any other repairs necessary once they strip the shingles, this money would be a reserve. Chairman Day said if this money is not accessed, it goes back to the CPC. Ms. Candito said the wording states roof replacement; would this prohibit any other issues. Mr. Resnick said probably not if they discover rot. Mr. Sky said when we did the Peach Barn, we had a capital project for the roof and there was plywood rotted. We are concerned that the \$60,000 may not be enough if damage is discovered. Mr. LaCamera said there was an estimate of \$50,000 and we have \$60,000. Why take money away from the CPC that could be used for another project. Chairman Day said the plan is that this won't be used unless needed. We won't know until they start pulling the roof apart. Susan Spieler said funding can also be proposed at a lesser rate and the article amended at Town Meeting.

Member Fabian asked if the projects get voted separately. Mr. Hassett said this is very similar to the way we do the capital article with multiple items. Ms. Goodfellow said it could be one (1) article or the items can be separated and amended. Ms. Spieler said at the last CPC meeting, we wanted each item separately. Ms. Goodfellow said a motion can be made to have them all separate or remove Item 3 to consider separately. Mr. Resnick said the third item was submitted by the Park Commission for engineering and architectural plans for improvements, such as restrooms, accessible pathways, etc. to John Paun Park. Mr. LaCamera said the Town has a capital plan and the plans was approved in April. There was nothing in the capital plan for John Paun Park and the \$277,000 to put the water line in. How is this going to get paid for? What he read included a restroom in some type of building, expanding the parking lot and try to deal with the drainage issue with the lower field. This will get into a lot of issues as there is a stream going between the fields. The Park Commission paid \$50,000 for a portable restroom; what they going to do with that? Chairman Day said he didn't think we had an answer yet. Additional discussion occurred regarding the proposed project. Mr. Sky said the water portion of the project is paid for by Plymouth County ARPA funds. Mr. LaCamera said Environmental Partners recommendation was to repurpose the well that is there rather than running a water line. That is what the Board said we were going to do. Chairman Day said there was concern from the Board of Health regarding the well.

Chairman Day said Article #6 is to change when Town Meeting will be held to the second Monday of June with the articles being submitted the second Monday of April. This will help with

the preparation of the budget. Ms. Candito said that is a short timeline until the end of the fiscal year. What happens if we don't have a quorum. Ms. Goodfellow said since she has been Moderator, there were very few town meetings that were held in May and were most held in the end of May or beginning of June. Ms. Candito asked has it ever been considered to flip flop the date to go with the people in current elected seats and then have the election. Chairman Day said we have to have the election on the same day with Freetown due to the regional school district. Chief O'Brien explained Article #7. The Fire averages 250-300 false alarms a year. This is a chance to lower false alarms. We must respond with equipment and it affects public safety and is a waste of resources. Member Fabian said she wanted to be sure that the Chief has discretion on whether to charge a fine. Chief O'Brien said if someone is making a good faith effort, you serve the greater good by being flexible. He is looking for leverage for people that do not want to comply. There is an established process for an appeal. A business in Town had three (3) false alarms this week. It is generally a lack of maintenance on the fire alarm system annually. Chairman Day said the language states that more than three (3) false alarms over six (6) months, when it is from? Chief O'Brien said from the first alarm.

Chairman Day said regarding Article #8, we saw an Open Space Residential Development (OSRD) By-law in 2022 and it was tabled. Mr. Resnick said the OSRD allows lots to be reduced in size in a regular subdivision providing that 50% is open space. He described the approval process. This by-law has been significantly modified since 2022. The Planning Board met with Board of Health and Conservation Commission to incorporate their changes into this draft. The Planning Board hearing was last week and a member had an alternative version of this by-law that they would rather present to Town Meeting. The Planning Board made two (2) votes: one vote was to recommend to Town Meeting this by-law. The Planning Board must make a positive recommendation for it to come back to Town Meeting within two (2) years and they did that. They then voted to make a motion to table this at Town Meeting to set it aside and submit another version in the spring. Ms. Goodfellow explained the process of tabling an article.

Chairman Day said it sends a mixed signal to come up with a whole different article. We put time and resources into this and is a bit disappointing that it is coming back again. Member Carboni asked if she was a developer, why would she do this. Mr. Resnick explained the reasons for an OSRD. Member Carboni said any time there is a zoning by-law change, this is a big deal. If there is a Board or Committee putting together an article, she would want that Board to own it. Chairman Day said he is surprised that the fine tuning was not done. Is the OSRD easier than a developer looking at a 40B today. Mr. Resnick said it is hard to answer whether a developer who was considering a 40B would go in this direction as there are no density bonuses. Discussion occurred about what a typical OSRD would look like. Member Fabian said this is the second time around; maybe this is just not the right time. If we make another attempt at this, it should be almost unanimous with the Planning Board. Ms. Candito asked why wasn't it withdrawn. Ms. Goodfellow said once the warrant is approved it can be withdrawn.

Mr. Resnick said regarding Article #9, in the spring of 2022 the sign by-law was significantly amended. One of the definitions requires a special permit, but it did not specify that it was from the Zoning Board of Appeals. This adds that language. For Article #10, Mr. Resnick said there was a feeling amongst the Planning Board that these signs are proliferating a bit more in inappropriate locations. He reviewed the changes to the article. The Planning Board will be making an amendment

on the floor to part A: to add “or contain a single-family dwelling”. Ms. Goodfellow noted any amendments need to be prepared in writing. Mr. Kostant asked if passed, will this affect existing signs. Mr. Resnick said it would not. Chairman Day asked what if they want a bigger sign. Mr. Resnick said that would require a special permit.

Discuss recent discussion with Girl Scouts regarding a possible accessible playground project near George R Austin Intermediate School (GRAIS)

Chairman Day said he was approached by two (2) girl scout mothers who are working with the Superintendent of Schools about having a playground like Noah’s Place in New Bedford at GRAIS. They are looking to create an accessible playground that can be used by all and were going back to Girl Scouts of America to discuss funding. Member Carboni asked if they had approached the School Committee as this is on the Region’s campus. Chairman Day said they reached out to them. Thomas Barron asked if the Region would be responsible for funding. Chairman Day said no; the Superintendent said that the Girl Scouts would be responsible for funding.

Discuss and possible vote to approve Taunton Water connection for 156 Rhode Island Road

Tyler Sikorski, applicant, was present for the discussion. Member Fabian asked is this the type of building that could be divided into eight (8) different bays? Mr. Sikorski said over 2,500 square feet is required for two (2) bathrooms, so if someone wanted a double unit, he would have to put in another bathroom. Ideally, he would like less than nine (9). Once the floor is in, he is limited to the number of restrooms. Member Fabian asked about the sprinkler system. Mr. Sikorski said ideally the sprinkler system would have zero usage. Mr. Sky said the application is for 360 gallons per day. We have approximately 88,000 gallons left in our allotment.

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

VOTED: To approve the request to connect to Taunton Water for the property located at 156 Rhode Island Road in the amount of 360 gallons per day.
Unanimous in favor.

Discuss and possible vote to approve the rehire of Joshua Amaral as Heavy Motor Equipment Operator at Level 2-Step 5

Franklin Moniz, DPW Director, was present for the discussion. Mr. Moniz said this is a request to rehire Joshua Amaral, who has worked in the parks for the last couple of years. He did this job for a few years and Mr. Moniz is happy to have him back.

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

VOTED: To approve the rehiring of Joshua Amaral as Heavy Motor Equipment Operator at Level 2 – Step 5.
Unanimous in favor.

Discuss and possible vote on request from Lakeville Arts Council for permission to place a sign at the intersection of Precinct Street and Rhode Island Road for All That Glitters Event

Chairman Day said there was a request from the Lakeville Arts Council to place a sign at the intersection of Precinct Street and Rhode Island road for the All That Glitters Event.

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

VOTED: To approve the request of the Lakeville Arts Council to place a sign at the intersection of Precinct Street and Rhode Island Road for All That Glitters Event.
Unanimous in favor.

Discuss and possible vote on request from Open Space Committee to appoint David Zelonis and Deveney Reis Boyadjian as members

Chairman Day said the Open Space Committee has requested that the Board appoint David Zelonis and Deveney Reis Boyadjian as members.

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

VOTED: To approve the recommendation to appoint Deveney Reis Boyadjian and David Zelonis as members of the Open Space Committee for terms to expire July 31, 2024.
Unanimous in favor.

Discuss and possible vote on request from Board of Health to appoint Shared Services Health Specialists

Chairman Day said this is at no cost to the Town and they will fill in if inspections are needed and the nurse or Health Agent are not available.

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

VOTED: To appoint Gabby Almeida and Shallyn Rodriquez as Shared Services Health Specialists for terms to expire September 30, 2024.
Unanimous in favor.

Discuss and possible vote on request from Middleborough/Lakeville Herring Fishery Commission to appoint David Cavanaugh and William Orphan as Wardens

Chairman Day said that the M/L Herring Fishery Commission has requested the appointment of David Cavanaugh and William Orphan as Wardens.

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

VOTED: To appoint David Cavanaugh and William as Wardens for terms to expire September 30, 2026.
Unanimous in favor.

Discussion on potential new advisory committees and public involvement

Chairman Day said looking at our current committees, boards and commission, are there areas that we are not hitting. In 2020, he floated the idea of an IT advisory committee. We used to have ZBRAC a few years ago. He is putting it out there to the public for any ideas. We can also look at other Towns. Member Fabian said when we spoke of an IT committee it was well received; she is not sure why we didn't put it together. The Town has benefited from Chairman Day's expertise and others to put us on a good path. An IT committee would need a specific skill set. She would like to see that come to be. Chairman Day said a charge would be required. Do we simply look at areas we have not thought of. He doesn't know when a new committee was last formed, other than building committees and the CPC. He asked how can we pull some people in from each precinct to see what they would like to see. Member Carboni suggested a communications committee to improve communication to residents and their responses back to the Town. Member Fabian said going forward we should work to form that.

Update from Environmental Partners and RTA on ARPA Water Project

Present for the discussion was Paul Millett and Sabrina Castaneda from Environmental Partners and Jorge Figueiredo and Rafal Toczko from RTA. Mr. Sky said back in 2022 the Select Board approved an application to Plymouth County for ARPA monies for water project. We had two (2) projects approved: water at Ted Williams Camp, the Old Town House and John Paun Park and the restroom at the Old Town House. Mr. Millett said Environmental Partners is doing the underground engineering for the water lines and will consult with RTA for the other parts. Their design is 90% done for the water project. The project breaks down as \$227,200 for John Paun Park; \$86,200 for Ted Williams Camp demolition and \$16,500 for the Old Town House water service for a total of \$329,900. We have received approval from Natural Heritage. We are submitting to Conservation Commission for an RDA for work near the wetlands. The job can go out to bid in December, open bids in January and award the job and start construction in the spring. The permitting and engineering is almost done and the plumbing is in place. Ms. Castaneda said for John Paul Park the overall goal is to bring potable water from a nearby Taunton water main into John Paun Park and provide services for a future snack stand and restrooms. They will drill from Blueberry Estates onto Town property. This project involves discussions with Blueberry Estates and the City of Taunton that is reviewing the legal details. Taunton has no issues at the moment; they are working out easements and water use agreements. Once finished with them, we can move forward with the final survey and go forward with bids.

Mr. Millett said Environmental Partners gave a report in December of 2021 looking at drilling a new well and converting the existing well to an irrigation well. Going through the funding application, they would not fund the project that we recommended. That was quite unusual, but they were adamant about not funding the original recommendation of \$120,000 versus \$210,000. Chairman Day asked what will the water usage agreement cover? He is concerned that Blueberry Estates will be a secondary provider. Mr. Millett said we have limited leverage with Taunton; the actual use is minimal for a seasonal facility. We have met with them and given them the plans, but cannot predict what they will come back with. Ms. Castaneda said in the preliminary discussions with their Superintendent, he implied that he would like Blueberry Estates and the Town to hash out the water usage agreement. Member Carboni asked how far does the water infrastructure come down on Route 105. Ms. Castaneda said it comes in from the north and Blueberry pulls from the

main. Member Fabian asked who is responsible for maintenance and repairs at John Paun Park? Mr. Millett said Taunton Water hopes that there will be an agreement that they will fix it and charge the water usage fee. We have spoken to the technical folks and Taunton is internally reviewing this. We know the cost of construction, but don't know if there is a fee for tying into their water. Member Fabian asked who owns the water line at that point between Blueberry Estates and John Paun Park. Mr. Millett said Taunton Water should do any repairs at their expense. Mr. Sky said that is part of the discussion that we are trying to have with Taunton Water. Member Fabian asked how far along do we go without a contract. Mr. Sky said we are not doing anything without a contract. Mr. Millett said if we get clarity by the end of November from Taunton, we could proceed with bidding with approval. If Taunton is being difficult, we could take John Paun Park out and proceed with the other two (2) projects. Member Fabian asked what is the problem with the well? Mr. Millett said our report said a viable option is to drill a well that meets water standards and use it for drinking water. For funding, the ARPA consultant disagreed that it was fundable. Chairman Day asked will there be a meter; who is responsible for reading it; is Taunton billing us; and who is responsible for repairs. Member Fabian asked did we approve actual work at John Paun Park aside from doing a study. Mr. Sky said when the ARPA \$500,000 application was approved it included the John Paun Park water. First it was the well, then the water line. Mr. Sky said this is not proceeding until we receive the answers and the Board is comfortable approving it. He has heard different things from Board members about having restrooms at John Paun Park. Member Fabian said she attended a Park Commission meeting and they said that they didn't ask for some of these things. Mr. Sky said they weighed in on the water improvements. Mr. Sky said the purpose of tonight was to brief the Board.

Mr. LaCamera said in Environmental Partners' recommendation back in December of 2021, the conversion of the existing well was \$66,000. If you are going to spend this kind of money, don't you need the other project approved first. Chairman Day said there is a timing element. The politics have to play out and then we go to bid. Mr. LaCamera said Taunton is going to consider this a secondary water supply so DEP will be involved with this process. The Taunton City Council has to approve this. Mr. LaCamera said there were other things on the list having to do with the water project: to connect the existing stand-alone bathroom at Ted Williams Camp, which can't be done; isolate the irrigation spigots – where does that stand; reroute the 2" main and demolish the existing pump house and installation of irrigation well for the Police Department. ARPA won't support it, but the cost that we are spending with Taunton for irrigation is off the wall. The irrigation well will serve the Police and Library buildings. The piping is already in; all we need to do is install the well for \$22,000.

Ms. Castaneda said the project at Ted Williams Camp focuses on an abandoned pump house. The existing site is fenced in and contains an existing well, an active pumphouse, abandoned pump house and abandoned utility pole. The active water main goes to the abandoned pump house. We are proposing demolition of the pump house and pole and relocating the water main outside of the pump house. We have submitted a permit to Natural Heritage and they didn't think there was a concern for the project.

Ms. Castaneda said regarding the Town House, it is to provide service for future use with a proposed restroom. Initially we were coming off Bedford Street, but we discovered there was a closer main in the Old Town House property, which reduces cost. We will tap off of that main. There is no additional permitting needed.

Mr. Figueiredo said they are designing a restroom in the Old Town House. We are creating a single user ADA compliant restroom underneath the balcony. There are some Massachusetts Historical Commission constraints to make sure the finishes comply with their requirements. We will be meeting with the local Historical Committee to discuss the plan. Member Carboni said the entrance way is there with the door. Can we have the door on the other side of the pole, but have a partition to kind of block the view. Mr. Figueiredo said we are trying to not take away the meeting space. Creating a vestibule will create compliance space issues and eat up a lot of space. Member Carboni asked is there a capacity for the use of the meeting room. Mr. Figueiredo said he would have to ask the Building Commissioner. Mr. Sky said the objective is to make this a usable meeting room. Mr. Millett asked if John Paun Park gets tangled up with Taunton, do you want to go ahead and bid the smaller projects. Mr. Figueiredo said we are waiting for final approval from the Town and we can get this out to bid. Mr. Sky said there is more discussion needed on the interior construction for the restroom with the Historical Commission. Chairman Day said it might not be a bad idea to split out John Paun Park.

Building Committee Updates:

Senior Center Feasibility Study: Presentation by OPM on potential alternatives currently under consideration

Member Fabian handed out the Council on Aging Director's comments. Mr. Figueiredo said he has been working with the committee on the feasibility study to review the current and future needs. We reviewed the existing conditions at the senior center and looked at the current programs and what future programs they are looking for. They are maxed out now for program space. We have two (2) options: go off the rear of the building with a smaller addition (multipurpose room) and look at long range needs of creating a similar great room like they have now on the other side. We looked at creating a computer room and food pantry with separate entrance and a Veterans' Agent Office. We also considered what it would take to modify and upgrade existing conditions in the building. We have put together a cost estimate to bring it up to current code. Member Fabian said we have three (3) options: to bring it up to code for another 20-40 years; a 1,000 square foot addition in the rear or to put a 2,000 square foot addition to the right side. She wasn't comfortable going forward until we brought the Select Board the information. We will have to retrofit the entire building for ADA and water suppression if we do the larger addition. She read Ms. Fahey's comments regarding: meals on wheels program; exercise area is outgrown leading to limiting attendance and classes; provide small exercise fitness room; lack of onsite food pantry; stopping brown bag food services; providing a Veterans' Agent office; larger computer room to provide on-site computer classes; and provision of an Adult Supportive Day program if needed.

Ms. Candito said for each of the solutions how long is the viable life cycle of those choices. Mr. Figueiredo said most of the systems are at their life span, but the building is well maintained. Ms. Candito said her question was about capacity and seniors aging in the program. Member Fabian said the data is showing that we will need more space. We should go with the bigger build. The small build with the retrofit is \$1 million and the bigger build is \$3 million. With the way construction costs are now it is difficult to narrow it down, but it was thought to be \$300 to \$600 per square foot. The cost estimate can give more concrete costs if we pick the option. Member Carboni said it comes down to the tangibles for the services that we need to provide. This building is 22

years old and now we are looking at an addition. Mr. Figueiredo said you could isolate the larger room from the rest of the Senior Center to create a secure space for the public. Member Fabian said we need to pick a direction. Chairman Day said you can't lock down the new great room for a meeting as there are no restrooms. Mr. Figueiredo said we can shift the restrooms into that environment. Chairman Day said he has questions on how much have they outgrown the exercise room and what services are we unable to provide. Member Fabian said it is hard to know that because they don't have any additional space to offer additional classes. They have a waiting list for what they have. Chairman Day asked how many are on that list and how many people do we have to hire for these other tangibles. Member Fabian said right now their custodian is part time, but they would probably need more custodial staff. They have two (2) full time employees plus the Director. Adult day care would generate the most revenue, but that would be the last thing considered because that is a huge start up cost. Ms. Candito asked if we are still using Middleborough for adult day care. Member Fabian said they refer to Middleborough. Chairman Day asked is there a specific reason why the food pantry wouldn't be near meal prep. Mr. Figueiredo said they are trying to provide outside access. Chairman Day asked about custodial storage? Mr. Figueiredo said they are storing chairs and everything else in the storage closet and there is no spare room. Chairman Day said that is the data he is looking for. Member Fabian said when she found out that we aren't providing the brown bag program anymore that is a tough thing.

Mr. Figueiredo said the septic system is in a Zone A. Any addition will mean the septic system will need to be relocated. Chairman Day asked is the \$1.3 million upgrading what is in the building. Mr. Toczko said that number also included the water line from the street. Chairman Day asked what is the next step? Member Fabian said the Board needs to make some sort of decision. Mr. Sky said is this the time to go forward with the expansion or not? Member Fabian said it's hard to say all we are going to do is get the building another 20 years. We need to decide if we are going forward and which option do we choose. Town Meeting could say we don't have the money. Chairman Day asked when will the estimator have the number. Mr. Figueiredo said in another month. We can break out the numbers for Option 1 or 2. Chairman Day said could you include the square footage of the patio space. Member Fabian said Ms. Fahey has the projected population numbers for seniors. We know just from attendance that the events are packed with waiting lists.

Fire Station Building Committee:

Discuss and possible vote to approve the Fire Station Building Committee's recommendation for selection of a Project Architect

Member Carboni said the Committee interviewed three (3) excellent candidates. It was unanimously voted to recommend Saccoccio and Associates to be hired as the architect. Chief O'Brien said he spoke to fellow Chiefs and the amount of enthusiasm for Saccoccio was substantial.

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

VOTED: To award the contract to Saccoccio and Associates for the Fire Station Architect.
Unanimous in favor.

Old Colony Feasibility Study

Chairman Day said there was no update.

New Business

There was no New Business discussed.

Old Business

There was no Old Business discussed.

Correspondence

1. Letters from Comcast regarding Programming Advisories

Adjournment

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

VOTED: To adjourn the Select Board Meeting at 9:33 PM.
Unanimous in favor.

List of documents provided at the Select Board Meeting of October 30, 2023

1. Agenda page
2. Agenda page; Town Administrator announcements
3. Agenda page Select Board Minutes of September 18, 2023 and October 10, 2023
4. Agenda page; memo from Town Administrator; resume of candidate
5. Agenda page; ABCC application for transfer of license and associated documents
6. Agenda page; Special Town Meeting Warrant; proposed handouts for Town Meeting
7. Agenda page
8. Agenda page; email from applicant; emails from Planning Board and Board of Health; site plan; Taunton Water application
9. Agenda page; memo from DPW Director
10. Agenda page; letter from Lakeville Arts Council
11. Agenda page; email from Open Space Committee; applications and resumes
12. Agenda page; memo from Health Agent and notice of appointment
13. Agenda page; letter from Middleborough/Lakeville Herring Fishery Commission
14. Agenda page
15. Agenda page; presentations from Environmental Partners and RTA
16. Agenda page; presentation from RTA
17. Agenda page
18. Agenda page
19. Agenda page; letters from Comcast

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

**LIQUOR LICENSE TRANSFER HEARING
BALDIES HEARING – 40 MAIN STREET**

Notes:

Baldies Lakeville, LLC, dba Baldies Pizzeria, is applying for a transfer of the On Premises Restaurant All Alcoholic Beverages License for the property located at 40 Main Street. Attached is their transfer license application.

Procedure for the transfer is as follows:

Read legal notice published in the paper;

Motion to open the hearing;

Ask if anyone will be testifying and swear them in;

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

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

Close the hearing

Select Board Members to hold discussion

Select Board Members to make a motion on their decision

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

To approve the transfer of the On Premises Restaurant All Alcoholic Beverages License from Baldies Pizzeria, Inc. to Baldies Lakeville, LLC, dba Baldies Pizzeria.



**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 4, 2023 on the application of Baldies Lakeville LLC, dba Baldies Pizzeria, for a transfer of the On Premises All Alcoholic Beverages Restaurant license for the property located at 40 Main Street, Lakeville, Massachusetts.

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

Brian Day, Chairman
Evagelia Fabian
Lorraine Carboni
Lakeville Select Board



TOWN OF LAKEVILLE

SELECT BOARD OFFICE

346 Bedford Street
Lakeville, Massachusetts 02347
Telephone 508-946-8803

November 8, 2023

Michael P. O'Shaughnessy, Esquire
Law Offices of Michael P. O'Shaughnessy
43 East Grove Street, Suite 5
Middleboro, MA 02346

RE: Application for Transfer of Liquor License
Baldies Pizzeria, 40 Main Street, Lakeville, MA

Dear Attorney O'Shaughnessy:

The Select Board has scheduled a public hearing on the above petition for 6:15 PM on Monday, December 4, 2023 in the Rita A. Garbitt Community Room in the Lakeville Police Station at 323 Bedford Street, Lakeville, MA. Please ensure that either yourself or your client is present to answer any questions that may arise.

A legal advertisement of the hearing will be published in the November 16, 2023 edition of the Nemasnet Week. *The cost of the advertisement is \$75.00. Please bring a check payable to the Town of Lakeville for \$75.00 to the hearing for payment of the advertisement.*

If you have any questions, please do not hesitate to contact me at (508) 946-8803.

Sincerely,

Tracie Craig-McGee
Executive Assistant to the
Select Board & Town Administrator

Law Office of
Michael P. O'Shaughnessy
43 East Grove Street, Suite 5
Middleboro, MA 02346
Phone: (508) 947-9170
E-mail: mike@mpoesq.com

November 6, 2023

Town of Lakeville Select Board
Attn: Mr. Brian Day
346 Bedford Street
Lakeville, MA 02347

Re: Transfer of Liquor License (ABCC) and Issuance of Common Victualer License
Baldies Pizzeria
40 Main Street, Lakeville, MA

Dear Mr. Day:

This office represents Baldies Lakeville, LLC ("LLC"). The LLC is requesting that the Town of Lakeville Select Board approve the transfer of a liquor license from Baldies Pizzeria, Inc. to Baldies Lakeville, LLC and grant the LLC a common victauler's license for the sale of alcohol and food. In support of this request, please find the following documents:

1. Town of Lakeville Common Victualer License Application;
2. Check for \$25.00 payable to the Town of Lakeville;
3. ABCC Monetary Transmittal Form;
4. DOR Certificate of Good Standing - Baldies Pizzeria, Inc.;
5. DUA Certificate of Compliance - Baldies Pizzeria, Inc.;
6. Transfer Application;
7. Manager Application;
8. Vote of the LLC;
9. Articles of Organization for the LLC;
10. CORI Authorization Form for Boaz McMahon, Andrew Hart and Ian Neubecker;
11. Purchase and Sales Agreement – Real Property;
12. Purchase and Sales Agreement – Personal Property;
13. Proof of Citizenship for Ian Neubecker (proposed Manager of Record);
14. Supporting Financial Records;
15. Letter of Intent with draft Lease;
16. Floor Plan; and
17. Brief in Support of Application.

November 6, 2023

Page 2

Please note that the forgoing documents contain personal, private information that should not be released or provided to the public. Notwithstanding the foregoing, I respectfully request that in the event that the documents are released to the public that any and all personal information (such as social security numbers and bank accounts) be redacted.

Should you require any additional information, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "Michael P. O'Shaughnessy". The signature is fluid and cursive, with a long horizontal stroke at the end.

Michael P. O'Shaughnessy

ABCC Monetary Transmittal Form



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

RECEIVED
 NOV - 6 2023
 3:15 pm
 SELECTMEN'S OFFICE

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):

- 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

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

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

Payment Confirmation

YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

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



Transaction Processed Successfully.

INVOICE #: 927e60bc-ca8b-4eba-8a4c-6208bc1119ad

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

Total Convenience Fee: \$4.70

Date Paid: 11/6/2023 10:51:11 AM EDT

Total Amount Paid: \$204.70

Payment On Behalf Of

License Number or Business Name:
Baldies Pizzerias, Inc.

Fee Type:
FILING FEES-RETAIL

Billing Information

First Name:
Michael

Last Name:
OShaughnessy

Address:
43 East Grove Street

City:
Middleboro

State:
MA

Zip Code:
02346

Email Address:
mike@mpoesq.com

DOR Certificate of Good Standing



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

mass.gov/dor

Letter ID: L0812487456
Notice Date: August 26, 2023
Case ID: 0-002-158-858



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



BALDIES PIZZERIA, INC.
40 MAIN ST
LAKEVILLE MA 02347-1607



Why did I receive this notice?

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

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

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

What if I have questions?

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

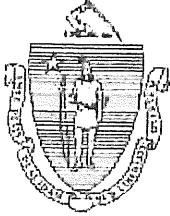
Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

DUA Certificate of Compliance



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

Maura Healey
GOVERNOR
Kim Driscoll
LT. GOVERNOR



434889487

Lauren E. Jones
SECRETARY
Katie Dishnica
DIRECTOR

BALDIES PIZZERIA INC
40 MAIN STREET
LAKEVILLE, MA 02347

EAN: 82895021
September 06, 2023

Certificate Id:74177

The Department of Unemployment Assistance certifies that as of 9/6/2023 ,BALDIES PIZZERIA INC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

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

Katie Dishnica, Director

Department of Unemployment Assistance

Applicant's Statement

APPLICANT'S STATEMENT

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

of
Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature:

Date:

Title:

Transfer and Manager Application



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

APPLICATION FOR A TRANSFER OF LICENSE

Municipality

1. TRANSACTION INFORMATION

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

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

2. LICENSE CLASSIFICATION INFORMATION

ON/OFF-PREMISES	TYPE	CATEGORY	CLASS
<input type="text" value="On-Premises-12"/>	<input type="text" value="§12 Restaurant"/>	<input type="text" value="All Alcoholic Beverages"/>	<input type="text" value="Annual"/>

3. BUSINESS ENTITY INFORMATION

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

Current or Seller's License Number FEIN

Entity Name

DBA Manager of Record

Street Address

Phone Email

Add'l Phone Website

4. DESCRIPTION OF PREMISES

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

Total Sq. Footage	<input type="text" value="5,400"/>	Seating Capacity	<input type="text" value="162"/>	Occupancy Number	<input type="text" value="120"/>
Number of Entrances	<input type="text" value="2"/>	Number of Exits	<input type="text" value="2"/>	Number of Floors	<input type="text" value="1"/>

APPLICATION FOR A TRANSFER OF LICENSE

5. CURRENT OFFICERS, STOCK OR OWNERSHIP INTEREST

Transferor Entity Name	Baldies Pizzeria, Inc.	By what means is the license being transferred?	Purchase
------------------------	------------------------	---	----------

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

Name of Principal	Title/Position	Percentage of Ownership
Diane M Mastrangelo	President/Secretary/Director	50
Michael A Mastrangelo	Vice President/Treasurer/Director	50

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
Andrew Hart	21 Squier Drive, North Hampton, NH 03862		09/28/1994 <i>1984</i>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Manager/Member	47.5	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input checked="" type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Boaz McMahon	556 Center Street, Middleborough, MA 02346		03/02/1991
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Manager/Member	47.5	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input checked="" type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Ian Neubecker	23 Mayflower Street, Plymouth, MA 02360		11/27/1983
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
Member	5	<input type="radio"/> Yes <input checked="" type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input checked="" type="radio"/> Yes <input type="radio"/> No
Name of Principal	Residential Address	SSN	DOB
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

APPLICATION FOR A TRANSFER OF LICENSE

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

Name of Principal	Residential Address	SSN	DOB
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input style="width:100%;" type="text"/>	<input style="width:100%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

Additional pages attached? Yes No

CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions. Yes No

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

Name	License Type	License Name	Municipality
Ian Nuebecker	All Alcohol	The Playwright	Boston

APPLICATION FOR A TRANSFER OF LICENSE

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

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

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

7. CORPORATE STRUCTURE

Entity Legal Structure Date of Incorporation
State of Incorporation Is the Corporation publicly traded? Yes No

8. OCCUPANCY OF PREMISES

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

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

Please indicate by what means the applicant will occupy the premises

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

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

Yes No

9. APPLICATION CONTACT

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

Name:

Phone:

Title:

Email:

APPLICATION FOR A TRANSFER OF LICENSE

10. FINANCIAL DISCLOSURE

A. Purchase Price for Real Estate	2,000,000.00
B. Purchase Price for Business Assets	1,500,000.00
C. Other* (Please specify)	
D. Total Cost	\$3,500,000.00

*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
Andrew Hart	\$175,000.00
Bo McMahon	\$175,000.00
Total:	\$350,000.00

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.
Rockland Trust	\$1,000,000.00	Mortgage	<input type="radio"/> Yes <input checked="" type="radio"/> No
Rockland Trust	\$800,000.00	Second Mortgage	<input type="radio"/> Yes <input checked="" type="radio"/> No
Rockland Trust	\$1,050,000.00	SBA 7A Term Loan	<input type="radio"/> Yes <input checked="" type="radio"/> No
Mastrangelo Family, LLC	\$300,000.00	Seller Financing	<input type="radio"/> Yes <input checked="" type="radio"/> No

FINANCIAL INFORMATION

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

\$2,850,000.00 is being provided through a First & Second Mortgage (SBA 504 Program) and SBA 7A Term Loan is being provided through Rockland Trust Company. The Seller is proving \$300,000.00 in seller financing. Bo McMahon and Andrew Hart are providing personal funds for the balance of the funds

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?

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
4/2019	7/2023	General Manager	South Side Tavern	Matt Kiely
8/2017	4/2019	Beverage Director	Smith and Wollensky	Michael Feigherty
4/2016	8/2017	Managing Partner	Roza Lyons	None
8/2010	4/2016	General Manager	The Playwright	Julian Bulger

D. PRIOR DISCIPLINARY ACTION

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

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

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

Manager's Signature Date

13. MANAGEMENT AGREEMENT

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

Yes No

If yes, please fill out section 13.

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

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

13A. MANAGEMENT ENTITY

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

Entity Name	Address	Phone
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<input style="width: 95%;" type="text"/>	<input style="width: 95%;" type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

CRIMINAL HISTORY

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

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

Yes No

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

LICENSE

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

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

Name	License Type	License Name	Municipality

13C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

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

Name	License Type	License Name	Municipality

13D. PREVIOUSLY HELD MANAGEMENT AGREEMENT

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

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

Licensee Name	License Type	Municipality	Date(s) of Agreement

13E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

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

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

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

13F. TERMS OF AGREEMENT

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

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

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

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

ABCC Licensee Officer/LLC Manager

Management Agreement Entity Officer/LLC Manager

Signature:
 Title:
 Date:

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.

Certificate of Organization for the LLC

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: 001703179 (number will be assigned)

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

BALDIES LAKEVILLE, LLC

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

Number and street: 556 CENTER STREET

Address 2: SUITE D

City or town: MIDDLEBOROUGH State: MA Zip code: 02346

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):

THE GENERAL CHARACTER OF THE BUSINESS OF THE LLC IS TO ENGAGE IN OWNING, CONDUCTING, MAINTAINING, AND CARRYING ON A GENERAL RESTAURANT BUSINESS AND TO ENGAGE IN ANY ACTIVITIES DIRECTLY OR INDIRECTLY RELATED OR INCIDENTAL THERETO. IN ADDITION, THE LLC IS FORMED FOR THE OBJECT AND PURPOSE OF ENGAGING IN ANY LAWFUL ACTS OR ACTIVITY FOR WHICH LIMITED LIABILITY COMPANIES MAY BE FORMED UNDER THE ACT.

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

5. The name and address of the Resident Agent:

Agent name: BOAZ MCMAHON

Number and street: 556 CENTER STREET

Address 2:

City or town: MIDDLEBOROUGH State: MA Zip code: 02346

I BOAZ MCMAHON,

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	BOAZ MCMAHON	556 CENTER STREET MIDDLEBOROUGH, MA 02346 USA
MANAGER	ANDREW HART	556 CENTER STREET MIDDLEBOROUGH, MA 02346 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	BOAZ MCMAHON	556 CENTER STREET MIDDLEBOROUGH, MA 02346 USA
SOC SIGNATORY	ANDREW HART	556 CENTER STREET MIDDLEBOROUGH, MA 02346 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	BOAZ MCMAHON	556 CENTER STREET MIDDLEBOROUGH, MA 02346 USA
REAL PROPERTY	ANDREW HART	556 CENTER STREET MIDDLEBOROUGH, MA 02346 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 25 Day of September, 2023,

BOAZ MCMAHON

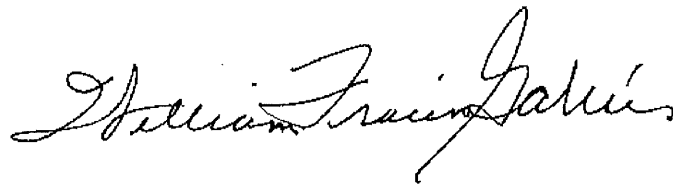
, Signature of Authorized Signatory.

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:

September 25, 2023 09:05 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

Vote of the LLC

CORPORATE VOTE

The Board of Directors or LLC Managers of Entity Name

duly voted to apply to the Licensing Authority of and the
City/Town

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

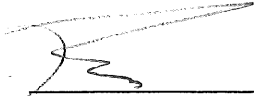
"VOTED: To authorize Name of Person

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

Boaz McMahon

(Print Name)

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

(Print Name)

Purchase and Sales Agreement Real Property

**PURCHASE AND SALE AGREEMENT
(COMMERCIAL PROPERTY)**

This Agreement is dated as of this 6th day of September, 2023.

1. **PARTIES.** **Mastrangelo Family, LLC**, a Massachusetts limited liability company, having an address of 40 Main Street, Lakeville, Massachusetts 02347, (hereinafter called the **SELLER**), agrees to sell, and **Boaz McMahon and Andrew Hart**, and/or their designee/nominee, having an address of 556 Center Street, Suite D, Middleboro, Massachusetts 02346 (hereinafter called the **BUYER**), agrees to buy, upon the terms hereinafter set forth, the Premises as defined below.

2. **DESCRIPTION.** The land, with all buildings, structures and improvements thereon being a 8,920 square foot building on a 2.3 acre lot being located at **40 Main Street, Lakeville, Massachusetts 02347** (Being shown as (i) Lakeville Assessors Map 62 Block 1 Lot 8; as more particularly described in a deed recorded at the Plymouth County Registry of Deeds in Book 46630, Page 62 (hereinafter called the "Premises").

3. **BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES.** Included in the sale as a part of the Premises are:
 - (i) all of the SELLER's right title and interest in the buildings, structures, and improvements thereon and used in connection therewith;

 - (ii) All of SELLER's right, title and interest in and to all furniture, fixtures, equipment, machinery and other personal property attached or appurtenant to the Building or located in or on the Premises and used or useful in connection with the operation of the Premises, excluding however the fixtures, equipment and attachments used by the Dental and Orthodontic office that is part of the Premises;

 - (iii) All of SELLER's right, title and interest in the leases, licenses and occupancy agreements for all or any part of the Premises, and all guarantees and security deposits thereof, and any other tenancies or occupancies in the Premises;

 - (iv) All of SELLER's right, title and interest in the service, maintenance, supply, management, employment, marketing, advertising, telecommunications, utility and other contracts affecting the Assets;

 - (v) All of SELLER's right, title and interest in the following: (A) certificates, licenses, permits, authorizations and approvals issued for or with respect to the Premises or the Personalty by governmental and quasi-governmental authorities (collectively, the "Permits"); (B) employment contracts, if any, that BUYER elects to assume; (C) plans, specifications, drawings, prints, surveys, and studies relating to the Premises; (D) operating manuals, data, and records regarding the Premises and its component systems;

and (E) all tradenames, trademarks, servicemarks, logos, copyrights and goodwill relating to or used in connection with the operation of the Premises.

The premises and all such fixtures shall be sold "AS IS" as of the day the BUYER's letter of intent inspection and the SELLER makes no representation or warranty, express or implied, as to the condition of the same.

4. **TITLE DEED.** The Premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER or to the nominee designated by the BUYER by written notice to SELLER at least seven (7) days before the deed is to be delivered as herein provided, which deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:
 - (a) Provisions of existing building and zoning laws;
 - (b) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
 - (c) Any liens for municipal betterments assessed after the date of this Agreement;
 - (d) All easements, restrictions and reservations of record to the extent the same do not interfere with the current use of the Premises as a restaurant; and

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

6. **PURCHASE PRICE.** The agreed purchase price for the Premises is Two Million and 00/100 (\$2,000,000.00) Dollars, payable as follows:

\$ 75,000.00	is paid herewith as a deposit;
\$ 300,000.00	is to be financed by the SELLER pursuant to Paragraph 39b hereunder;
\$1,625,000.00	is to be paid at the time of the delivery of the Deed by certified, cashier's or Attorney's IOLTA check.
\$2,000,000.00	TOTAL

7. **TIME FOR PERFORMANCE/DELIVERY OF DEED.** The deed is to be delivered and the closing is to take place at 12:00 Noon on the tenth (10th) business day following the date of the approval of the transfer of the Liquor License for Baldies Pizzeria, Inc., by the Commonwealth of Massachusetts, Alcoholic Beverages Control Commission, pursuant to the terms of the Purchase and Sale Agreement-Personal Property by and between Baldies Pizzeria, Inc. and the BUYER, or its designee/nominee, of even date, (the "Closing Date"), but no earlier than November 1, 2023, at the office of the BUYER's Lender's counsel, or at such other location as shall be mutually agreeable to the parties. IT IS AGREED THAT TIME IS OF THE ESSENCE OF THIS AGREEMENT.

8. **POSSESSION AND CONDITION OF THE PREMISES.** Full possession of the Premises, is to be delivered at the time of the delivery of the deed, the Premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted; (b) in compliance with the provisions of any instrument referred to in Section 4 hereof; and (c) not in violation of any building or zoning laws. **BUYER** shall be entitled to an inspection of the premises prior to the delivery of the deed in order to determine whether their condition complies with the terms hereof.
9. **EXTENSION TO PERFECT TITLE OR MAKE THE PREMISES CONFORM.** If **SELLER** shall be unable to give title or to make conveyance, or to deliver possession of the Premises, all as herein stipulated or if at the time of the delivery of the deed the Premises do not conform with the provisions hereof, then, **SELLER** shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the Premises conform to the provisions hereof, as the case may be, in which event the time for performance hereof shall be extended for a period of thirty (30) days to allow the **SELLER** to undertake such efforts. In no event will the **SELLER** be required to spend more than one-half of one percent (0.5%) of the purchase price to clear title to the property other than the payment of any mortgages or liens on the property.
10. **FAILURE TO PERFECT TITLE OR MAKE THE PREMISES CONFORM.** If at any point during such extended time **SELLER** shall have failed so to remove any defects in title, deliver possession or make the Premises conform, as the case may be, all as herein agreed, then any payments made under this Agreement shall be forthwith refunded, except as provided for herein, and all other obligations of all parties hereto shall cease, and this Agreement shall be void without recourse to the parties hereto.
11. **BUYER'S ELECTION TO ACCEPT TITLE.** **BUYER** shall have the election, at either the original or during any extended time for performance, to accept such title as **SELLER** can deliver to the Premises in their then condition and to pay the purchase price without deduction (except as otherwise provided herein), in which case **SELLER** shall convey such title.
12. **ACCEPTANCE OF DEED.** The acceptance of a deed by **BUYER** or its nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed except such as are, by the terms hereof, to be performed after the delivery of the deed.
13. **USE OF PURCHASE MONEY TO CLEAR TITLE.** To enable **SELLER** to make conveyance as herein provided or to cause the condition of the Premises to conform to the provisions hereof, **SELLER** shall, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests or to cause the condition of the Premises to conform to the provisions hereof.

provided that all instruments so procured are recorded simultaneously with the delivery of the deed, or within a reasonable time thereafter in accordance with local customs.

14. **INSURANCE.** Until the delivery of the deed, **SELLER** shall continue to maintain the insurance that is currently in effect with respect to the Premises.
15. **RISK OF LOSS.** Notwithstanding anything to the contrary contained within this Agreement, in the event of a fire or other casualty (occurring any time after the date of this Agreement) causing damage to the premises, then, at the sole and absolute option of the **BUYER**, he may cancel this Agreement, without recourse to the parties, at which time the same shall become null and void, and, all deposits held hereunder shall be returned to the **BUYER**.
16. **ADJUSTMENTS.** Real estate taxes, rents and fuel costs shall be apportioned as of the day of performance of this Agreement, and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by **BUYER** at the time of delivery of the deed.

The **SELLER** hereby represents and warrants that there are not last month's rent or security deposits being held by it.

If any tenant is in arrears in the payment of rent on the Closing Date, rents received from such tenant after the Closing shall be applied in the following order of priority: (i) first to the month preceding the month in which the Closing occurred; (ii) then to the month in which the Closing occurred; and (iii) then to any month or months following the month in which the Closing occurred. If rents or any portion thereof received by **SELLER** or **BUYER** after the Closing are payable to the other party by reason of this allocation, the appropriate sum, less a proportionate share of any reasonable attorneys' fees, costs and expenses of collection thereof, shall be promptly paid to the other party.

If any tenants are required to pay percentage rent, escalation charges for real estate taxes, operating expenses, cost of living adjustments or other additional rent charges of a similar nature and any such amounts are collected by **BUYER** after the Closing which are attributable in whole or in part to any period prior to the Closing, then **BUYER** shall promptly pay to **SELLER** **SELLER**'s proportionate share thereof, less a proportionate share of any reasonable attorneys' fees, costs and expenses of collection thereof, provided the tenant paying the same has made all payments of rent and additional rent then due to **BUYER** pursuant to the tenant's lease. If any tenant is or becomes entitled to a refund of overpayments of such additional rent amounts which are attributable in whole or in part to any period prior to the Closing, **SELLER** shall pay to **BUYER** an amount equal to the amount of such refund attributable to any such period within ten (10) days after notice from **BUYER**.

17. **BROKERAGE WARRANTY.** SELLER shall pay SELLER's broker outside of the closing pursuant to an agreement between SELLER and SELLER's broker.
18. **DEPOSIT.** The Deposit hereunder shall be held in escrow by the Law Office of Craig Medeiros (the "Escrow Agent"), in its non-interest bearing IOLTA Escrow Account, subject to the terms and conditions of this Agreement and shall be duly accounted for at the time of Closing. If any dispute arises between the parties as to whether or not the Escrow Agent is obligated to deliver the deposit, the Escrow Agent is not obligated to make any delivery, but shall hold the funds until receipt of a written authorization signed by all persons having an interest in the dispute, directing the disposition of the funds. In the absence of a written authorization, the Escrow Agent shall hold the funds until the rights of the parties have been finally determined in an appropriate proceeding from a court of competent jurisdiction.
19. **WARRANTIES.** BUYER acknowledges and confirms that he is not relying upon any representation, warranty, guarantee, promise, statement or inducement, oral or written, expressed or implied, which may have been made by the SELLER or others acting or purporting to act on behalf of the SELLER or any agent with respect to the past, present or future condition of the Premises, its actual or projected income and expenses, operation, value, uses, maintenance or any other aspect of this transaction or the Premises.
20. **FLOOD HAZARD INSURANCE.** If the property is determined to be in a flood hazard zone, a lender may require flood hazard insurance before it will grant a mortgage. Providing such insurance is the sole responsibility of the BUYER.
21. **TITLE STANDARDS.** Any matter of practice arising under or relating to this Agreement which is the subject of a practice standard of the Real Estate Bar Association for Massachusetts shall be governed by such standard to the extent possible. Any title matter which is the subject of a title standard of the Real Estate Bar Association for Massachusetts at the time of the delivery of the deed shall be governed by said title standard to the extent applicable.
22. **BUYER DEFAULT, DAMAGES** The parties have agreed that in the event of default by BUYER hereunder, the precise amount of damages suffered by SELLER will not be readily ascertained and, accordingly, that if BUYER shall fail to fulfill BUYERS' agreements hereunder, the SELLER shall be entitled to retain all deposits as liquidated damages, and this Agreement shall be null and void.
23. **AFFIDAVITS/CERTIFICATES.** At closing, BUYER and SELLER shall execute such documents and affidavits as are customary to close, including documents necessary to secure first mortgage financing and/or owner's title insurance policy from a recognized title insurance company at normal premium rates using standard ALTA forms.

24. **BUYER INSPECTIONS.** BUYER waives all rights of inspection and agrees to take the property in its "AS IS" condition, as of the day of BUYER's inspection under the letter of intent, without warranty. The BUYER will be allowed a walk through within 48 hours of the closing to confirm equipment and inventory.
25. **SELLER WARRANTIES.** In order to induce BUYER to enter into this Agreement, SELLER warrants and represents that, to the best of its knowledge and belief without further investigation:
- (a) There are no lawsuits, actions or proceedings pending or threatened in writing against or affecting the Premises;
 - (b) There are no outstanding violations of any environmental, building, health or other applicable local, state or federal laws, rules, ordinances, regulations, permits and requirements of public authorities having jurisdiction over the Premises, or any state of facts that with notice or the passage of time could ripen into any such violations;
 - (c) No work has been performed on the Premises which would give rise to the filing of a mechanic's lien, nor will there be any such lien filed against the Premises for work performed or goods or services provided to, on behalf of or with the consent of SELLER between the date hereof and the closing date;
 - (d) There are no outstanding contracts or agreements with any person that would be binding upon BUYER in connection with the Premises, and no entity or person, other than BUYER, has any rights in or right to acquire the Premises or any part thereof, including but not limited to, a right of first refusal to acquire the Premises or any part thereof;
 - (e) SELLER is not aware of any pending or threatened condemnation proceedings in connections with the Premises or any part thereof;
 - (f) SELLER has the legal right, power and authority to enter into this Agreement and to perform all of its obligations hereunder, and the execution and delivery hereof the performance of such obligations will not conflict with or result in any breach of any of the terms, conditions, covenants or provisions of any agreement or instrument to which SELLER is a party or to which SELLER is bound;
26. **LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY.** If SELLER or BUYER execute this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither SELLER nor BUYER, so executing, nor any trustee, shareholder or beneficiary of any trust, partner of any partnership or member of any limited liability corporation shall be personally liable for any obligation, expressed or implied, hereunder.

27. **SELLER COVENANTS**

SELLER covenants that between the Effective Date and the Closing:

- (a) **SELLER** shall operate the Premises in the ordinary course of business. **SELLER** shall maintain and repair the Premises so that, on the Closing Date, the Premises will be in the same condition as it exists on the date of this contract, ordinary wear and tear and loss by insured casualty alone excepted.
- (b) No Personalty shall be removed from the Premises unless the same are replaced with similar items of at least equal quality prior to the Closing.
- (c) **SELLER** shall not enter into or amend any Service Agreements or other agreement that would bind **BUYER**, unless the same is terminable without penalty by the then owner of the Premises upon not more than thirty (30) days' notice.
- (d) Between the Date of this Agreement and the Closing, **SELLER** shall not, without **BUYER**'s prior written consent: (i) amend, renew or extend any Lease in any respect, unless required by law; (ii) grant a written lease to any tenant occupying space without a written lease; (iii) terminate any Lease or evict any tenant except by reason of a default by the tenant thereunder; (iv) consent to the assignment of a Lease or subletting by any tenant except as required by the terms of the applicable Lease or by law; or (v) permit anyone to use or occupy any space pursuant to an oral agreement.
- (e) **SELLER** shall not, without **BUYER**'s prior written consent, permit occupancy of, or enter into any new lease for, space in the Building which is presently vacant or which may hereafter become vacant. **SELLER** shall not, without **BUYER**'s prior written consent, grant any concessions or rent abatements for any period following the Closing.
- (f) **SELLER** will continue to carry up to the Closing Date public liability insurance, casualty insurance for the full replacement cost of the Premises, for twelve (12) months and other insurance coverage with respect to its Premises as would be customarily carried by prudent owners or operators of properties similar to the Premises in markets in which such Premises is located.
 - (i) **SELLER** will pay, or cause to be paid promptly when due, all real estate taxes, all sewer and water charges, and all other governmental charges levied or imposed upon or assessed against the Premises. **SELLER** shall not, without **BUYER**'s reasonable consent, start any tax reduction proceeding for any fiscal period in which the Closing is to occur or any subsequent fiscal period. **SELLER** shall not withdraw, settle or otherwise compromise any protest or reduction proceeding affecting real estate taxes assessed against the Premises for any fiscal period in which the Closing is to occur or any

subsequent fiscal period without the prior written consent of BUYER, which consent shall not be unreasonably withheld. The foregoing shall survive the Closing until all open tax reduction proceedings have been fully resolved and all refunds properly applied.

(j) SELLER shall pay when due any contractors or material suppliers hired by or for SELLER to improve the Premises.

(k) SELLER shall promptly give BUYER a copy of any written notice from any governmental and quasi-governmental authorities affecting or relating to the Premises.

(l) Between the Effective Date and the Closing Date, SELLER will make all payments of principal and interest and all other payments required under the existing financing of the Premises. On or before the Closing, SELLER shall satisfy all debts secured by the Premises or other liens or judgments filed against the Premises.

(m) SELLER shall not seek to amend or change the Premises' Permits and zoning classification or to enter into any zoning lot declaration or zoning lot development agreement.

(n) SELLER shall not actively market the Assets or enter into or negotiate any agreement, letter of intent, or term sheet, binding or not, with anyone else for the Assets and shall not allow anyone else to perform any due diligence for the Premises.

(o) All notices of violations of law or governmental ordinances, orders, or requirements, which are noted or issued prior to the Closing Date by any governmental department, agency or bureau having jurisdiction as to conditions affecting the Premises, shall be removed or complied with by SELLER. If such removal or compliance has not been completed prior to the Closing, SELLER shall pay to BUYER at the Closing the reasonably estimated unpaid cost to effect or complete such removal or compliance, and BUYER shall be required to accept title to the Premises subject thereto.

28. **OTHER WARRANTIES AND REPRESENTATIONS.** BUYER and SELLER agree that they have incorporated in this Agreement their entire understanding and that no oral statement or prior written statement made by either of them or by any other person extrinsic to this Agreement shall have any force or effect. BUYER agrees that BUYER is not relying on any representations, oral or written, concerning the age, condition, workmanship or suitability of the Premises or any part thereof for any purposes made by any person, other than those representations expressly set forth in this Agreement or in other documents expressly made a part hereof.

29. **CONSTRUCTION OF AGREEMENT.** This instrument, executed in triplicate is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the

parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both **SELLER** and **BUYER**. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.

30. **NOTICES.** All notices and other communications or deliveries that are required or permitted to be given hereunder shall be given in writing, by facsimile transmission with a copy following in the United States mail, or be registered or certified mail, return receipt requested, or by generally recognized overnight delivery, or by hand and

(a) If intended for **SELLER**, addressed to them at the address set forth above, with a copy to:

Craig Medeiros, Esq.
Law Office of Craig Medeiros
98 E. Grove St., Ste. 201
Middleboro, MA 02346
Phone: (508) 947-3555
Fax: (508) 256-8196
Email: cmedeiroslaw@gmail.com

(b) If intended for **BUYER**, addressed to it at the address set forth above, with a copy to:

Michael O'Shaughnessy, Esq.
43 East Grove Street, Suite 5
Middleboro, MA 02346
Phone: (508) 947-9170
Email: mike@mpoesq.com

or to such other address established by like notice. All such notices and communications shall be effective when so deposited in the United States mail or with such overnight delivery carrier, provided that the same are received in the ordinary course at the address to which the same are mailed or sent pursuant to the foregoing.

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

- i. All buildings, structures and improvements including but not limited to any driveways, garages and all means of access to the premises, shall be located completely within the boundary lines of said premises and shall not encroach upon or under the property of any other person or entities.

- ii. No building, structures or improvement of any kind belonging to any other person or entity shall encroach upon or under said premises;
 - iii. The premises shall abut or have access to a public way which public way is duly laid out or accepted as such by the city or town in which said premises are located; and
32. **ESCROW FUNDS.** In the event of a disagreement relative to the disbursement of escrow funds as referenced in this Purchase and Sale Agreement, the escrow agent shall retain all deposits made under this Agreement and distribute same upon instructions mutually agreed upon and given by the **SELLER** and **BUYER** or upon issuance of a final and binding judgment entered by a court of competent jurisdiction. A disagreement shall be defined as the lack of instructions mutually given by all parties.
33. **PRIOR MEMORANDUM OF THE PARTIES** This Agreement supersedes any and all other agreements made prior hereto, including any memorandums or letters of intent dated prior by and between the **BUYER** and **SELLER** with respect to the transaction contemplated hereby which is hereby superseded and made void and without recourse to the parties hereto.
34. **LEGAL COUNSEL.** **BUYER** and **SELLER** acknowledge that they have each been advised of the importance of seeking legal advice prior to signing this Agreement, and each acknowledges that they have been afforded the opportunity to confer with legal counsel of their choice prior to signing this Purchase and Sale Agreement.
35. **FOREIGN PERSON.** **SELLER** hereby warrants and represents to **BUYER** that **SELLER** is not a "foreign person" as defined by the Internal Revenue Code, Section 1445, and agrees to execute and deliver to **BUYER** at closing, an affidavit or certificate in compliance with Section 1445 (b) (2) and the applicable regulations thereunder.
36. **ACCESS.** The **BUYER** shall have continuing access to the premises at reasonable times and upon reasonable notice in the presence of the **SELLER**, or its agents, for inspections, arranging financing, measurements and other reasonable purposes. Said right to access shall not be exercised more than five (5) times, upon 48-hour prior reasonable notice.
37. **FINANCING CONTINGENCY.** The **BUYER'S** obligation to purchase is conditioned upon obtaining a written commitment for mortgage financing in the amount of \$1,500,000.00 at prevailing rates, terms and conditions within sixty (60) days of execution of this Agreement. The **BUYER** shall have an obligation to act reasonably and diligently to satisfy any conditions within **BUYER'S** control. If, despite such diligent efforts, the **BUYER** has been unable to obtain such written commitment the **BUYER** may terminate this Agreement by giving written notice that is received by **SELLER** or

SELLER'S agent by 5:00 p.m. on the calendar day set forth above. In the event that notice has not been delivered in a timely manner, this condition is deemed waived. In the event that due notice has been delivered, all monies deposited or paid by the BUYER shall be returned and all obligations of the BUYER and SELLER pursuant to this Agreement shall cease and this Agreement shall become void. In no event shall the BUYER be deemed to have used reasonable efforts to obtain financing unless the BUYER has submitted at least one (1) application to a licensed mortgage lender within one (1) week of execution of this agreement and acted reasonably promptly in providing any additional information requested by the mortgage lender.

In the event that the BUYER financing is not in place or the BUYER's lender is not able to close on the Closing Date, SELLER agrees to extend the Closing Date thirty (30) days provided that the delay is not the fault of the BUYER.

38. **UNDERGROUND STORAGE TANKS:** The SELLER hereby warrants and covenants, to the best of its knowledge and belief, that there are no underground storage tank (UST) located on the property, and agrees to hold the BUYER harmless from the existence of same.
39. **TITLE V:** The parties acknowledge that the premises are serviced by an on-site sewage disposal system. Pursuant to Title V of the State Environmental Code (310 CMR 15.301) the on-site waste-water system (the "Septic System") which serves the property shall be inspected in connection with the transfer of the property as provided for herein. The SELLER agree to provide a Certificate of Compliance from the Town of Lakeville, Board of Health, indicating that the system passes the requirements of Title V, within twenty (20) days from the date this Agreement is fully executed.

Should the Inspection indicate that the Septic System is a "failed system" or a "non-conforming system" as defined by said Title V, at BUYERS' option within seven (7) days of receiving a copy of the Inspection Form, this Agreement shall be null and void and without recourse to either party and all deposits shall be forthwith returned to BUYER, provided, however, that the BUYER notifies the SELLER in writing within seven (7) days of receipt of the Inspection Form.

40. **SIMULTANEOUS CLOSING CONTINGENCY.** The obligations of the parties to this Agreement are subject to and contingent upon the simultaneous sale by **Baldie's Pizzeria, Inc.** of the business assets/Liquor License/personal property of "Baldies Pizzeria" said assets located at 40 Main Street, Lakeville, Massachusetts 02347 to **Boaz McMahon and Andrew Hart**, and/or their designee/nominee as outlined in a separate Purchase and Sale Agreement-Personal Property, of even date, executed simultaneously herewith.

41. **ADDITIONAL PROVISIONS.**

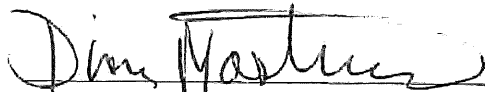
- a. The **BUYER** shall have the right to perform a Phase I 21E examination performed by an engineer duly licensed to perform the same in the Commonwealth of Massachusetts, at its sole cost and expense, within thirty (30) days of the execution of this Agreement. If the examination reveals any risk reduction measures or notification requirements then the **BUYER** may terminate this Agreement and the **BUYER'S** deposit shall be refunded.
- b. The **SELLER** shall SELLER-finance the amount of \$300,000.00 to be secured by a second mortgage on the Premises. The promissory note for such \$300,000.00 shall bear interest at the rate of 5% per annum, which interest shall accrue from the inception of the loan. No payments of principal or accrued interest shall be due during the first twenty-four months of the loan. Monthly payments of principal and interest in the amount of \$9,890.40 shall be due beginning on the 25th month of the loan resulting in a full payment of the loan upon the 60th month of the loan. The **BUYER** shall have the right to prepay the loan at any time. If the **BUYER** shall take title to the Premises in the name of a nominee/designee then the loan shall be personally guaranteed by the **BUYER**.
- c. The **SELLER** shall grant the **BUYER** a right of first refusal to purchase the adjoining real estate owned by the **SELLER** located at 38 Main Street in Lakeville, Massachusetts. The **BUYER** shall have five (5) days to exercise such right of first refusal upon receipt of a bona fide written offer from the **SELLER**. This paragraph shall survive the closing.
- d. For as long as the **SELLER** owns the property located at 38 Main Street in Lakeville, the **SELLER** agrees to allow the **BUYER** to utilize a designated parking area consisting of 12 spaces from Thursday through Sunday from 5 p.m. through 10 p.m. This paragraph shall survive the closing.
- e. Confirmation that the existing lease has been extended.

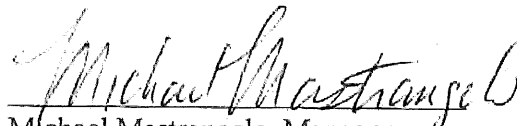
SEE NEXT PAGE FOR SIGNATURES

THIS AGREEMENT IS EXECUTED AS A SEALED INSTRUMENT AS OF THE DAY AND DATE SET FORTH ABOVE.

SELLER:

Mastrangelo Family, LLC


Diane Mastrangelo, Manager


Michael Mastrangelo, Manager

BUYER:

Boaz McMahon

Andrew Hart

Purchase and Sale Agreement Personal Property

PURCHASE AND SALE AGREEMENT
PERSONAL PROPERTY

AGREEMENT entered into this 14th day of September, 2023, by and between **Baldie's Pizzeria, Inc.**, a Massachusetts corporation, having an address of 40 Main Street, Lakeville, Massachusetts 02347 (hereinafter referred to as the ("SELLER")), and **Boaz McMahon and Andrew Hart**, a Massachusetts limited liability company, and/or their designee/nominee, having an address of 556 Center Street, Suite D, Middleboro, Massachusetts 02346 (hereinafter referred to as "BUYER").

1. **Business Assets.**

SELLER hereby agrees to sell, and BUYER hereby agrees to buy, upon the terms and conditions hereinafter set forth, the business assets, including trade fixtures, furniture equipment, licenses (including Sellers' Retail Alcoholic On Premises Liquor License), furnishings, inventory, goodwill and all of the items listed and shown on Schedule "A" attached hereto and made a part hereof, and which are located at 40 Main Street, Lakeville, Massachusetts 02347, and which are used in connection with the operation the restaurant known as "*Baldie's Pizzeria, Inc.*", but excluding the following items:

- i. Cash or equivalent funds in the Bank in the name of the SELLER or on the premises at the time of the closing with the exception of \$75,000.00 which shall provided to the BUYER as working capital.
- ii. Accounts receivable;

- iii. Loans to shareholders, employees or owners;
- iv. Corporate records, minute books, income or corporate excise tax returns or records relating thereto, bank records, monthly or annual accounting reports or accounts payable vouchers, paid checks, general operating and receivable ledgers, cash receipt books, federal and state employee earnings reports, payroll records, journals, and other similar books and accounts, for any period or periods prior to the closing date. Notwithstanding the foregoing, the **SELLER** shall provide to the **BUYER** copies of all contracts, equipment manuals, vendor and supplier lists, and payroll information at least fourteen (14) days prior to the Time for Performance.

2. **Quality of Title.**

Said personal property is to be conveyed by a good and sufficient Personal Property Bill of Sale of **SELLER**, conveying a good and clear record and marketable title to the same, and free and clear of all encumbrances.

3. **Purchase Price**

For such Bill of Sale and transfer, **BUYER** shall pay the agreed purchase price for said business assets of One Million Five Hundred Thousand and 00/100 (\$1,500,000.00) Dollars, of which Twenty-Five Thousand and 00/100 (\$25,000.00) Dollars is paid herewith as a deposit and One Million Four Hundred Seventy-Five Thousand and 00/100 (\$1,475,000.00) Dollars is to be paid at the time of the delivery of the Bill of Sale by wire, Bank or Certified check or attorney IOLTA check.

4. **Purchase Money**

To enable **SELLER** to make the sale as herein provided, **SELLER** may, if **SELLER** so desires, at the time of the delivery of the Bill of Sale, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests; all instruments so procured to be recorded simultaneously with the delivery of the Bill of Sale.

5. **Additional Provisions**

This Agreement is also made subject to the following additional provisions:

- (a) The **SELLER** agrees to provide the **BUYER** with a Certificate of Good Standing from the Commonwealth of Massachusetts, Office of the Secretary of State, at the time of closing.
- (b) The **SELLER** agrees to provide the **BUYER** with a Certificate of Good Standing for the corporation from the Commonwealth of Massachusetts, Department of Revenue, within ten (10) business days of execution of this agreement.
- (c) The **SELLER** agrees to provide the **BUYER** with a Certificate of Good Standing for the corporation from the Commonwealth of Massachusetts, Department of

Unemployment Assistance, within ten (10) business days of execution of this agreement.

- (d) The **SELLER** agrees to provide the **BUYER** with a Certificate of Good Standing from the M&S Service Bureau located at 55 Clarendon Street, Boston, MA 02116, at the time of closing.
- (e) The **SELLER** agrees to provide the **BUYER** with a Corporate Excise Tax Waiver, at the time of closing, if applicable.
- (f) The **SELLER** agrees to provide the **BUYER** copies of the floors plans of the restaurant suitable for filing with the ABCC within ten (10) business days of execution of this agreement.
- (g) Any Bill of Sale or any assignment documents due **BUYER** under this agreement shall be reviewed and approved by **BUYER's** counsel.

6. **Allocation of Purchase Price**

As between **SELLER** and **BUYER**, the allocation of the purchase price between real and personal property shall be as follows:

EQUIPMENT/RELATED FIXTURES	\$ 200,000.00
BUSINESS/GOODWILL	\$1,225,000.00
LICENSE	\$ 50,000.00
INVENTORY	\$ 25,000.00
TOTAL	\$1,500,000.00

7. **Deposit/Buyer Default**

The deposit paid hereunder shall be held in escrow by the Law Office of Craig Medeiros, the Escrow Agent, in a non-interest bearing IOLTA Escrow Account, subject to the terms of this Agreement and shall be duly accounted for at the time of closing.

If any dispute arises between the parties as to whether or not the Escrow Agent is obligated to deliver the deposit, the Escrow Agent is not obligated to make any delivery, but shall hold the funds until receipt of a written authorization signed by all persons having an interest in the dispute, directing the disposition of the funds. In the absence of a written authorization, the Escrow Agent shall hold the funds until the rights of the parties have been finally determined in an appropriate proceeding from a court of competent jurisdiction.

If the **BUYER** shall fail to fulfill the **BUYER'S** agreement herein, all deposits made hereunder by the **BUYER** shall be retained by the **SELLER** as liquidated damages, which shall be the **SELLERS'** sole and exclusive remedy in law and in equity.

8. **Condition of Business Assets**

Full possession of the said business assets shall be delivered to **BUYER** at the time of delivery of the Bill of Sale, the said assets to be then in the same condition in which they now are, reasonable use and wear and tear excepted.

9. **Covenants of Seller**

SELLER warrants and represents and covenants as follows:

(a) That the title to be conveyed to **BUYER** shall be free and clear of

any and all liens and encumbrances.

(b) That there are no liens, encumbrances, security interests, civil actions, lawsuits or claims of creditors or any persons, firms or corporation against the **SELLER** or on any of the property to be sold to **BUYER** under this Agreement and that title to be conveyed to **BUYER** or nominee corporation shall be free and clear.

(c) That all of the fixtures, trade fixtures, furnishings and equipment and inventory and supplies to be sold to **BUYER** are in good working order and condition and free from defects, and that the said business assets shall continue to be maintained in such good order and condition by **SELLER** until delivery of the Bill of Sale at the closing. At the request of **the BUYER**, **SELLER** shall assign maintenance and service agreement's heretofore covering such fixtures and equipment.

(d) That on the date of closing, there shall be no accounts payable in connection with the said business.

(e) That **SELLER, Michael Mastrangelo and Diane Mastrangelo** (both in their individual capacity) shall indemnify and hold **BUYER** harmless from any and all debts, claims, actions, causes of action, losses, damages and attorneys' fees demands and liabilities whatsoever arising out of the breach by **SELLER** of any of the warranties, representations and covenants made herein. That this indemnification and these warranties, representations and covenants mentioned in Paragraph 9 only of this Agreement shall survive the closing.

(f) SELLER shall not change the number of employees or compensation of any employee. SELLER shall terminate the employment of all employees as of the day of the Closing. SELLER shall be responsible for paying the employees in full the day of the Closing. It is the intent, but not the obligation of, the BUYER to rehire the employees under a new BUYER entity.

(g) SELLER shall pay SELLER's broker outside of the closing pursuant to an agreement between SELLER and SELLER's broker.

10. **Extension by Seller**

If SELLER shall be unable to give title or make conveyance, or to deliver the premises, or the business assets, all as herein stipulated, or if at the time of the delivery of the Bill of Sale, the business assets do not conform with the provisions hereof, then SELLER shall use diligent efforts to remove any defects in title, or to deliver possession as provided herein, as the case may be, in which event, SELLER shall give notice to BUYER at or before the time for performance hereunder, and thereupon, the time for performance may be reasonably extended by agreement of the parties hereto, or BUYER shall have the option to obtain a refund of any deposits paid hereunder and thereafter, all obligations of either party to the other under this Agreement shall thereupon cease and this Agreement shall be null and void.

11. **Apportionment**

If any, all personal property taxes, liquor license fees, fuel, and utilities fees shall be apportioned as of the day of delivery of the Bill of Sale and the transfer herein. All apportionments and adjustments made at the closing shall be final.

12. **Closing**

The Bill of Sale is to be delivered and the consideration paid at the office of the BUYER's attorney or BUYER's lender's attorney at 12:00 Noon on the tenth (10th) business day following the date of the approval of the transfer of the Liquor License by the Commonwealth of Massachusetts, Alcoholic Beverages Control Commission, unless some other place and time should be mutually agreed upon, but no sooner than November 1, 2023. **It is agreed that time is of the essence of this Agreement.**

13. **Default**

If at either the original or any extended time for performance, **the SELLER** shall be unable to give title or to make conveyance as above stipulated at said time, the **BUYER** shall have the right to seek specific performance.

14. **No Broker Clause/Brokerage Warranty**

The **SELLER** and the **BUYER** agree that a **BUSINESS BROKER** is involved in this transaction, which shall be solely compensated by the **SELLER**.

15. **Notices**

Any notices required or permitted to be given by either party to the other shall be deemed duly given, if mailed by registered or certified mail, postage prepaid, or delivered to the **SELLER** or **BUYER** at their addresses hereinbefore referred to.

16. **Tradenname and Signs**

SELLER acknowledges that **BUYER** is purchasing the tangible personal property as well as the Goodwill and other intangibles and **BUYER** or nominee corporation, therefore, shall be permitted full use of the tradenname “**Baldie’s Pizzeria**” and all variations and extensions of such name, in any manner whatsoever and **SELLER** shall not remove from the premises any signs or other evidences of **SELLER’S** former business.

17. **Telephone Number/Social Media/Domain Name**

SELLER acknowledges also that **BUYER** shall have the right to continue to maintain the same telephone number as presently used by **SELLER** in connection with “**Baldie’s Pizzeria**”, and agrees to cooperate with **BUYER** in effectuating a transfer of said telephone number by doing any acts and executing any instruments necessary to enable **BUYER** or nominee corporation to continue using said telephone number, as well as the domain name for the Company website and the equipment and information necessary to operate the POS systems servicing the premises.

18. **Liquor Inventory**

Both parties acknowledge that within twenty-four (24) hours prior to closing, the parties shall meet at the business for the purposes of taking an itemized physical inventory and to confirm the value of inventory that is being transferred to the **BUYER** hereunder. The **SELLER** shall make the inventory available for inspection by **BUYER** and its representatives. **SELLER** agrees to maintain the inventory in substantially the same amount and the same quality as of the date of the

execution of this Agreement. The amount of \$25,000.00 of inventory shall be included as part of the closing hereunder. If the inventory is less than or greater than \$25,000.00 then the parties shall make adjustment for the difference in the inventory value at closing.

19. **Conduct of Business**

Until the closing, **SELLER** shall continue to diligently operate the business, which shall be conducted as it has been in the past.

20. **Accounts Payable/Receivable**

All accounts receivable and payable accruing up to the time of the closing shall remain the property of and the responsibility of the **SELLER** and are not included in this sale. The **SELLER** represents and warrants that there are outstanding gift certificates in the amount of \$_____ outstanding which the **BUYER** agrees to honor and assume. The value of any gift certificates issued after the date of this Agreement shall be adjusted and credited to the **BUYER**.

21. **Permits and Certificates**

SELLER hereby warrants that any and all its licenses and certificates necessary to continue the operation of the Company as in the past are current and valid as of the closing. The **BUYER** shall be responsible for obtaining his own permits to continue the business.

22. **Insurance/Risk of Loss**

Until the delivery of the Bill of Sale, the **SELLER** shall continue to maintain insurance on the business in such reasonable amounts and with such coverage as is in existence on the date hereof, and risk of loss, casualty, or other

damage to the business or any personal property shall remain with the **SELLER** until the time of closing.

23. **Buyer's Inspection**

The **BUYER** agrees to take the personal property in its "AS IS" condition the day of Buyers walkthrough under the letter of intent without warranty.

24. **Company Records**

At the closing, the **SELLER** shall deliver to the **BUYER** all customer accounts and records, and any other documents pertinent to the operation of the business, which are in the possession of the **SELLER**. Such records shall include copies of those documents necessary to conduct business with suppliers and customers of the **SELLER**.

25. **Entire Agreement**

The contracting parties agree that this Agreement contains all the terms and conditions of this sale, that any oral representations made by either party prior to the signing of this Agreement are null and void, and that this Agreement may be modified or amended only by a written instrument executed by both **SELLER** and **BUYER**.

26. **Construction of Agreement**

This instrument, executed in triplicate is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument

executed by both the **SELLER** and **BUYER**. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.

27. **Additional Conditions**

- a. The obligations of the parties to this Agreement are subject to and contingent upon the simultaneous closing by **Mastrangelo Family, LLC** of the property located at 40 Main Street, Lakeville, Massachusetts 02347 to the **BUYER**, and/or its designee/nominee, as outlined in a separate Purchase and Sale Agreement of even date, executed simultaneously herewith
- b. The obligations of the **BUYER** hereunder shall be subject to **BUYER** obtaining the necessary approvals for the transfer of the Liquor License from the Town of Lakeville, Licensing Board (Board of Selectmen) and the Commonwealth of Massachusetts, Alcoholic Beverages Control Commission. Promptly after the execution of this agreement by both parties the **BUYER** shall apply for said necessary approvals and thereafter diligently prosecute his applications therefore, using his best efforts to obtain the same. The **SELLER** shall cooperate fully with the **BUYER** in connection with his efforts to obtain said necessary approvals, including providing and executing any of documents that may be required of the Town of Lakeville and Alcoholic Beverages Control Commission.

c. The obligations of the **BUYER** hereunder shall be subject to **BUYER** is contingent on BUYER obtaining a written commitment for a loan in the amount of One Million Four Hundred Seventy-Five Thousand and 00/100 (\$1,475,000.00) Dollars on terms reasonably satisfactory to Buyer (the "Loan Commitment") within sixty (60) days of execution of this Agreement by Seller (the "Financing Contingency Deadline"). If Buyer provides Seller written notice on or before the Financing Contingency Deadline of Buyer's failure to obtain such Loan Commitment, this Agreement shall be rendered null and void, the Deposit shall be returned, and Buyer and Seller shall have no further obligations hereunder. If Buyer does not terminate this Agreement prior to expiration of the Financing Contingency Deadline, Buyer shall be deemed to have waived the financing contingency. Prior to the Closing, Seller shall use reasonable best efforts to provide to Buyer such cooperation reasonably requested by Buyer and reasonably required in connection with the Buyer's Financing.

In the event that any of the conditions contained in paragraph 27 (a), (b) or (c) are not satisfied, the **BUYER** shall be entitled to the immediate return of their deposit forthwith from the Escrow Agent without any further authorization from the **SELLER** and this Agreement shall be null and void.

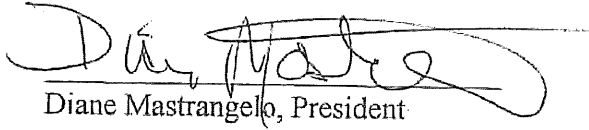
d. For a period of Thirty (30) days following the closing, Michael Mastrangelo agrees to work for 30 hours per week in order to transition the operation of the business to the **BUYER**. Such work shall be uncompensated.

28. **Force Majeure**. Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, war, acts of war, pandemics, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure.

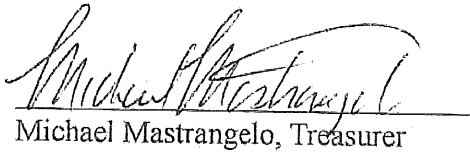
IN WITNESS WHEREOF, the said parties hereto, do hereunto set their hands
and seals on the date and year first above written.

SELLER:
Baldie's Pizzeria, Inc.

BUYER:


Diane Mastrangelo, President

Boaz McMahon


Michael Mastrangelo, Treasurer

Andrew Hart

SCHEDULE A

The sale includes all equipment in the restaurant:

- Gas-fired pizza oven
- Refrigeration station
- All tables and chairs (both indoor and outdoor)
 - 10 televisions
- Savant Sound System with cameras and alarms set up
 - 3-door freezer
 - Storage racks
 - Prep tables
- Middleby Marshall Conveyor Belt Double Decker Pizza Oven
 - 3 Pitco Fryolators
 - 2 4' grills
 - 4' charbroiler
 - 10-burner stove
 - Convection Oven
 - Dough cooler
 - Walk in freezer
- Walk in beer cooler with 40 beer taps
 - Glass washer at the bar

Letter of Intent and Draft Lease

COMMERCIAL LETTER OF INTENT TO LEASE


Baldies Lakeville, LLC
Attn: Bo McMahon, Manager
556 Center Street
Middleborough, MA 02346


40 Main Street Realty Trust
Attn: Bo McMahon, Trustee
556 Center Street
Middleborough, MA 02346

RE: Intent to Lease Commercial Property

This Letter of Intent (the "Letter") sets forth the proposed terms and conditions of an agreement between the Lessor and Lessee (the "Parties") and shall govern the relationship between the Parties until replaced by a definitive, formal agreement addressing the same transaction and subject matter (the "Definitive Agreement"). The agreement considered in this Letter and in the Definitive Agreement is subject in all respects to the following:

1. THE LESSOR. Bo McMahon, Trustee of 40 Main Street Realty Trust (the "Lessor").
2. THE LESSEE. Baldies Lakeville, LLC (the "Lessee").
3. ADDRESS OF PREMISES. 40 Main Street, Lakeville, MA (the "Premises").
4. RENTABLE SPACE. The total rentable space of the Premises consists of 4,800 square feet plus the outdoor patio
5. LEASE TERM. The term of the lease (the "Lease Term") shall be a fixed term of five (5) years with two five (5) year extensions
6. USE OF PREMISES. The Lessee shall be allowed to use the Premises for a Restaurant and bar and for no other purpose or purposes.
7. RENT. The rent to be paid by the Lessee to the Lessor throughout the initial Lease Term is to be made in monthly installments of \$6,500 (the "Rent"). The Rent shall be due on the first day of each month (the "Due Date").
8. SIGNATURES.

Baldies Lakeville, LLC

By: _____ Date: October 16, 2023
Bo McMahon, Manager

40 Main Street Realty Trust

By: _____ Date: October 16, 2023
Bo McMahon, Trustee

COMMERCIAL LEASE

LEASE (hereinafter referred to as "Lease") by and between Boaz McMahon, Trustee of 40 Main Street Realty Trust, having an address of 40 Main Street, Lakeville, Massachusetts 02347 (hereinafter called "Lessor"), and Baldies Lakeville, LLC, a Massachusetts limited liability company with an address of 556 Center Street, Middleborough, Massachusetts 02346 (hereinafter called "Lessee").

ARTICLE 1

Reference Data - Demised Premises - Term of Lease

Section 1.01. Reference Data. Each reference in this Lease to any of the following subjects shall be construed to incorporate the data for that subject contained in this Section 1.01.

Date of Lease:

Demised Premises: 4,800 square feet and outdoor deck area, as shown on attached Exhibit A.

Parking Spaces: Parking of passenger automobiles owned or operated by tenants of the Building, their permitted assignees, subleases or any of their officers, guests, customers or business invitees, in common with others entitled thereto. Two reserved parking spaces shall be provided. All other parking is on a first come first served basis.

Original Notice Address of Lessor: 40 Main Street, Lakeville, Massachusetts 02347

Original Notice Address of Lessee: 556 Center Street, Middleborough, Massachusetts 02346

Guarantor(s): Not Applicable

Guarantor(s) Address(es):

Rent Payment Address: 40 Main Street, Lakeville, Massachusetts 02347

Lease Commencement Date:

Rent Commencement Date:

Lease Expiration Date:

Original Term: 5 years (plus the partial calendar month immediately following the Term Commencement Date if the Term Commencement Date does not fall on the first day of a month) subject to extension as provided herein.

Rent Escalators: Lessee to be responsible for its pro rata share of increases in taxes and operating expenses over the following base years: a) tax base year = fiscal year 2023 b) operating base year = calendar year 2023

Utilities: Lessee to pay directly to the utility company for the separately metered utilities serving the demised premises, and/or its pro rata share of utility costs if the space is serviced by a shared meter

Security Deposit: \$0.00

Initial Term Base Rent: \$78,000/year

Base Rent First Extension: \$85,000.00/year

Base Rent Second Extension: \$90,000.00/year

Permitted Use: Restaurant and bar and for no other purpose or purposes.

Section 1.01. Demised Premises. Upon and subject to the conditions and limitations hereinafter set forth, Lessor does hereby lease and demise unto Lessee a portion of the first floor of the building (“Building”) located at, known as and numbered 40 Main Street, Lakeville, Massachusetts (the “Premises”) containing approximately 4,800 square feet of rentable area, as shown on the plan attached hereto and labeled Exhibit “A” (hereinafter referred to as the “Demised Premises”) together with the right to use, in common with others entitled thereto, driveways and parking areas.

Section 1.02. Term. The original term of this Lease shall commence at 12:01, E.D.T. on _____. On the condition, which condition Lessor may at its option waive in writing, that Lessee is not in default of any of its covenants or obligations under this Lease, both at the time any option granted hereunder is exercised, and for the entire period intervening between such exercise and the commencement of any extended Lease term, Lessee shall have the option to extend the term of this Lease for two additional five year periods. The Lease term shall be extended upon all the terms and conditions of this Lease, except that the Base Monthly Rental for the Extension Term shall be increased as noted in Article I hereof. Lessee shall give Lessor at least three (3) months’ notice of its election to extend the Lease term.

ARTICLE 2

Rent

Section 2.01. The Lessee covenants and agrees to pay to Lessor a minimum rent, (hereinafter called “Base Rent”), for said Premises, payable in equal monthly installments, as follows:

Years 1 through 5: \$72,000.00/year, beginning on the Rent Commencement Date.

Years 6 through 10 (First Extension Period): \$85,000.00/year

Years 11 through 15 (Second Extension Period): \$90,000.00/year

Rent for any partial month shall be prorated and paid on the first of that month. All monthly payments are due and payable in advance on the first day of each calendar month, without demand, deduction, counterclaim or setoff.

Section 2.02. The Lessee shall pay as additional rent to the Lessor a pro rata share of any increase over: (i) the annual fiscal year 2024 real estate taxes and other municipal or public assessments (excluding assessments for water and sewer which shall be paid by Lessee pursuant to Section 3.01 hereof) levied against the land and building of which the Demised Premises are a part, and any increase over (ii) the annual calendar year 2023 operating expenses for the land and building of which the Demised Premises are a part. Lessee’s pro rata share of any such increases shall be calculated by multiplying the dollar amount of the increase by a fraction the numerator of which is the square footage in the Demised Premises and the denominator of which is the total square footage in the entire building.

The additional rent computed under this Section 2.02 shall be prorated should this Lease commence or terminate before: (i) the end of any fiscal tax year for that portion related to taxes; or (ii) the end of any

Lessee shall make monthly payments of additional rent on the first of each month equal to one-twelfth (1/12) of the amount of such additional rent last paid by Lessee or as reasonably projected by Lessor to be due from Lessee, with a final accounting and payment for each tax and operating period to be made within thirty (30) days after written notice from Lessor of the exact amount of such additional rent. In the event taxes on the Demised Premises, based upon which Lessee shall have paid additional rent, are subsequently reduced or abated, Lessee shall be entitled to receive its pro rata share, calculated as set forth above, of the amount abated, provided that the amount of the rebate allocable to Lessee shall in no event exceed the amount of additional rent paid by Lessee for such fiscal year on account of real estate taxes under this Section 2.02, and further provided the rebate allocable to Lessee shall be reduced by its pro rata share of the cost of obtaining such reduction or abatement. Operating expenses for the purpose of this section shall include all costs incurred by Lessor in connection with the operation of the Building of any name, nature or kind, excluding expense of renting space in the Building or renovating tenant space for new tenants, mortgage debt service and income or corporate excise taxes assessed against the Lessor.

Section 2.03. All payments of rent and additional rent shall be made to the Lessor at 40 Main Street, Lakeville, Massachusetts 02347, or as may be otherwise directed by the Lessor in writing.

ARTICLE 3

Utility Services

Section 3.01. Lessee agrees to pay, or cause to be paid, as additional rent, all charges for Lessee's electricity, and Lessee will comply with all contracts relating to any electrical services. Lessee's charges for such electricity usage shall be based upon Lessee's actual usage, if separately metered. However, if such usage is not separately metered, Lessee shall pay its pro rata share of such electricity charges. Such pro rata share shall be calculated by multiplying the total bill for such non-separately-metered electricity by a fraction the numerator of which shall be equal to the square footage of the Demised Premises and the denominator of which shall be equal to the total square footage served by such non-separately-metered electrical service. Such additional rent for non-separately-metered electricity may be estimated monthly by Lessor, based upon prior usage at the Building or as projected by the appropriate utility company, and shall be paid monthly by Lessee as billed, with a final accounting based upon actual bills every six (6) months. In the event Lessee is billed directly by the utility company for separately metered electricity, then Lessee shall pay such bills directly to the utility company.

ARTICLE 4

Insurance

Section 4.01. The Lessee shall not permit any use of the Demised Premises which will make voidable any insurance on the property of which the Demised Premises are a part, or on the contents of said property, or which shall be contrary to any requirements or recommendations from time to time established or made by the Lessor's insurer. The Lessee shall, on demand, reimburse the Lessor, and all other tenants, in full for all extra insurance premiums caused by the Lessee's use of the Demised Premises.

Section 4.02. The Lessee shall maintain with respect to the Demised Premises and the property of which the Demised Premises are a part, Commercial General Liability insurance in the amount of at least \$1,000,000.00 combined single limit, bodily injury and property damage per occurrence; \$2,000,000.00 annual aggregate with a deductible of no more than \$500.00, with companies having Best Insurance Guide Rating of A- or better, qualified to do business in Massachusetts and in good standing therein, insuring the Lessor and its mortgagees, any ground lessors, as well as the Lessee, against injury to persons or damage to property. The Lessee shall also maintain property insurance, including so-called "Improvements and Betterments" coverage, on the Demised Premises and the contents thereon, including any improvements made by Lessee. The Lessee shall deposit with the Lessor certificates of such insurance at or prior to the commencement of the term, and thereafter, at least thirty (30) days prior to the expiration of any such policies. All such insurance certificates shall provide that such policy shall not be canceled or modified

without at least thirty (30) days prior written notice to each insured named therein and that Lessor, its mortgagees, any ground lessors and any Managing agent shall each be named as an additional insured.

Section 4.03. The Lessor shall maintain at least One Million (\$1,000,000.00) Dollars of Commercial General Liability insurance (including so-called umbrella coverage) covering the land and buildings of which the Demised Premises are a part. Lessor shall maintain property insurance on the Premises in the amount of its full replacement value as reasonably determined by Lessor.

Section 4.04. During all construction by Lessee, if any, Lessee shall maintain adequate builder's risk, liability and workmen's compensation insurance to Lessor's reasonable satisfaction, and Lessor, its mortgagees, any ground lessors and managing agent shall each be named as an additional insured on such policies.

Section 4.05. To the extent obtainable from each party's insurance carrier, Lessor and Lessee agree that their insurance policies shall contain waiver of subrogation provisions. Each of Lessor and Lessee, on behalf of itself and its insurers, hereby waives all rights of subrogation and recovery against the other with respect to any damage to property to the extent covered by insurance maintained by the waiving party.

Section 4.06. Within fifteen (15) days of the date hereof, Lessee shall provide Lessor with Certificates of all insurance maintained or required to be maintained by Lessee.

ARTICLE 5

Use of Demised Premises

Section 5.01. The Lessee covenants and agrees to use the Demised Premises only for the purposes of a restaurant and bar (the "Permitted Uses"). Lessee agrees to abide by the following rules and regulations relating to its use of the Demised Premises, which rules and regulations shall be in expansion and not in limitation of the terms of this Lease and other rules and regulations promulgated hereunder. Notwithstanding the foregoing, Lessee may, subject to receiving prior written approval from Lessor, which approval shall not be unreasonably withheld or delayed, use the Demised Premises for any other lawful purposes, provided in Lessor's sole discretion such uses are compatible with other uses in and Lessor's intended character of the Building.

Section 5.02. Lessee will not make or permit any occupancy or use of any part of the Demised Premises for any hazardous, offensive, dangerous, noxious or unlawful occupation, trade, business or purpose or any occupancy or use thereof which is contrary to any law, bylaw, ordinance, rule, permit or license, and will not cause, maintain or permit any nuisance in, at or on the Demised Premises. The Lessee hereby agrees not to maintain or permit noises, odors, operating methods, or conditions of cleanliness of the Demised Premises or any appurtenance thereto, which are reasonably objectionable to Lessor or other tenants. No hazardous substances or wastes shall be brought, kept or maintained on the Demised Premises except in compliance with applicable law. No hazardous waste shall be discharged on the Premises. Customary office supplies may be maintained in amounts and in a manner consistent with reasonable commercial office practices and in compliance with all laws.

Section 5.03. Lessor and Lessee shall indemnify, defend with counsel reasonably acceptable to Lessor and hold the other, Lessor's Managing agent and any mortgagee of the Premises, fully harmless from and against any and all liability, loss, suits, claims, actions, causes of action, proceedings, demands, costs, penalties, damages, fines and expenses, including, without limitation, reasonable attorneys fees, consultants' fees, laboratory fees and clean up costs, and the costs and expenses of investigating and defending any claims or proceedings, resulting from, or attributable to (i) the presence of any oils or hazardous substances on the Premises or the Demised Premises arising from the action or negligence of the party against whom indemnity is sought, its officers, employees, contractors, agents and invitees, or arising out of the generation,

storage, treatment, handling, transportation, disposal or release by such party of any oils or hazardous substances at or near the Premises or the Demised Premises, and (ii) any violation(s) by such party of any applicable law regarding oils or hazardous substances. This hold harmless and indemnity shall survive the expiration of the term, but shall not include consequential damage or damage to or loss of personal property.

Section 5.04. No sign, antenna or other structure or thing, shall be erected or placed on the Demised Premises or any part of the exterior of any building or on the land comprising the Premises or erected so as to be visible from the exterior of the Building containing the Demised Premises without first securing the written consent of the Lessor. Lessee shall not post any paper signs in or around the Demised Premises visible from the exterior of the Building or any interior common areas. Lessee shall be given one standard sign to Lessor's specifications at the entry to Demised Premises and on the directory in the lobby of the Building.

Section 5.05. Lessee will not permit any abandonment of the Demised Premises or any part thereof except

- (a) to the extent caused by condemnation,
- (b) to the extent caused by damage to or alterations of the Demised Premises pending restoration thereof, or
- (c) as herein otherwise specifically provided or consented to in writing by the Lessor.

The cessation of business operations by Lessee at the Demised Premises shall not per se be considered abandonment if Lessee timely observes and performs all of its other obligations under this Lease and properly and with reasonable continuity monitors and maintains the security of and at the Demised Premises so as to prevent any vandalism thereat or improper use thereof.

Section 5.06. Lessee will not cause or permit any waste, overloading, stripping, damage, disfigurement or injury of or to the Premises or the Demised Premises or any part thereof. Lessor reserves the right to prescribe the weight and position of all safes, business machines and mechanical equipment. Such installation shall be placed and maintained by Lessee, at Lessee's expense, in setting sufficient, in Lessor's judgment, to absorb and prevent vibration, noise and annoyance.

Section 5.07. Rules and regulations, provided the same are not inconsistent with or in limitation of the provisions of this Lease, affecting the cleanliness, safety, occupation and use of the Demised Premises, which in the judgment of the Lessor are reasonable shall be observed by the Lessee, its employees, agents, customers and business invitees.

ARTICLE 6

Compliance with Legal Requirements

Section 6.01. Throughout the term of this Lease, Lessee, at its sole cost and expense, will promptly comply with all requirements of law related specifically to Lessee's specific use and occupation of the Demised Premises or with respect to any modifications or renovation to the Demised Premises proposed by Lessee and not to the Premises generally, and will procure and maintain all permits, licenses and other authorizations required with respect to the Demised Premises, or any part thereof, for the lawful and proper operation, use and maintenance of the Demised Premises or any part thereof. Lessee shall in each and every event and instance, at its sole cost and expense, be responsible for compliance with all codes and regulations with respect or relating to the Demised Premises, including, without limitation, those occasioned by work performed by, for or with consent of Lessor at the Premises. Lessor shall be responsible for compliance of the Building and Premises with all requirements of law in all other cases.

ARTICLE 7

Renovation, Condition, Repairs and Maintenance Demised Premises

Section 7.01. Lessor has made no representations, warranties or undertakings as to the present or future condition of the Premises or the fitness or availability of the Premises for any particular use.

Section 7.02. Throughout the term of this Lease, the Lessee agrees to maintain all portions of the Demised Premises not required to be maintained by Lessor in the same condition as they are in on the Commencement Date or as they may be put in during the term of this Lease, reasonable wear and tear, damage by fire or other insured casualty only excepted, and whenever necessary, to replace bulbs and ballasts in lighting fixtures and to replace plate glass and other glass therein. Lessee shall maintain all improvements and alterations made by it.

Section 7.03. Lessor, or agents or prospective lenders of Lessor, at reasonable times and upon reasonable prior notice given the circumstance (except in an emergency), shall be permitted to enter upon the Demised Premises to examine the condition thereof, to make repairs, alterations and additions as Lessor should elect to do, to show the Demised Premises to others, and at any time within nine (9) months before the expiration of the term, and for such purposes, Lessee hereby grants to Lessor and any prospective lessees accompanying Lessor a right of access to the Demised Premises.

Section 7.04. Lessor shall maintain and repair all common areas and all structural components of the Building and mechanical components of the Building serving more than one tenant (including the heating, ventilating and air conditioning system serving the Demised Premises), provided the same were not installed by Lessee, at Lessor's sole cost and expense (subject to reimbursement in accordance with the provisions of Article 2), provided, however, Lessee shall repair any damage caused by it or its licensees, invitees, guests, agents or employees.

ARTICLE 8

Alterations and Additions

Section 8.01. The Lessee shall not make any alterations or additions, structural or non-structural, to the Demised Premises without first obtaining the written consent of Lessor on each occasion which consent shall not be unreasonably withheld. Wherever consent is required, it shall include approval of plans and contractors. All such allowed alterations, including reasonable costs of review in seeking Lessor's approval, shall be made at Lessee's expense, in compliance with all laws, and shall be in quality at least equal to the present construction. Except as set forth below, any alterations or additions made by the Lessee which are permanently affixed to the Demised Premises or affixed in a manner so that they cannot be removed without defacing or damaging the Demised Premises shall, if Lessor so elects, become property of the Lessor at the termination of occupancy as provided herein. If Lessor elects not to retain such alterations or additions, upon termination of this Lease, Lessee, shall remove them at its expense, with minimal disturbance to the Demised Premises. Alterations or additions not affixed and which may be removed with minimal disturbance or repairable damage may be removed by Lessee provided such disturbance or damage is restored and repaired so that the Demised Premises are left in at least as good a condition as they were in at the commencement of the term. All other alterations and additions made by Lessee and not to be retained by Lessor shall be removed by Lessee, at its expense, at the end of the term and the Demised Premises shall be left in the same condition as at the commencement of the term, reasonable wear, tear and damage by fire, if insured, or other insured casualty or taking or condemnation by public authority excepted.

ARTICLE 9

Discharge of Liens

Section 9.01. Lessee will not create or permit to be created or to remain, and will promptly discharge, at its sole cost and expense any lien, encumbrance or charge (on account of any mechanic's, laborer's, materialmen's or vendor's lien, or any mortgage, or otherwise) made or suffered by Lessee which is or might be or become a lien, encumbrance or charge upon the Demised Premises or any part thereof upon

Lessee's leasehold interest therein, having any priority or preference over or ranking on a parity with the estate, rights and interest of Lessor in the Demised Premises or any part thereof, or the rents, issues, income or profits accruing to Lessor therefrom, and Lessee will not suffer any other matter or thing within its control whereby the estate, rights and interest of Lessor in the Demised Premises or any part thereof might be materially impaired.

ARTICLE 10
Subordination

Section 10.01.

- (a) If any holder of a mortgage or holder of a ground lease of property which includes the Demised Premises and is executed and recorded subsequent to the date of this Lease, shall so elect, the interest of the Lessee hereunder shall be subordinate to the rights of such holder, provided that such holder shall agree to recognize in writing the right of the Lessee to use and occupy the Premises upon the payment of rent and other charges payable by the Lessee under this Lease, and the performance by the Lessee of the Lessee's obligations hereunder (but without any assumption by such holder of the Lessor's obligations under this Lease); or
- (b) If any holder of a mortgage or holder of a ground lease of property which includes the Demised Premises shall so elect, this Lease, and the rights of the Lessee hereunder, shall be superior in right to the rights of such holder, with the same force and effect as if this Lease had been executed and delivered, and recorded, or a statutory notice hereof recorded, prior to the execution, delivery and recording of any such mortgage.

The election of any such holder as to Subsection (a) above shall be exercised by notice to the Lessee, in the same fashion as notices under this Lease are given by the Lessor to the Lessee, and, if such notice is given, such subordination shall be effective with reference to advances then or thereafter made by such holder under such mortgage or in connection with such ground lease financing. Any election as to Subsection (b) above shall become effective upon either notice from such holder to the Lessee in the same fashion as notices from the Lessor to the Lessee are to be given hereunder or by the recording in the appropriate registry or recorder's office of an instrument, in which such holder subordinates its rights under such mortgage or ground lease to this Lease.

In the event any holder shall succeed to the interest of Lessor, the Lessee shall, and does hereby agree to attorn to such holder and to recognize such holder as its Lessor and Lessee shall promptly execute and deliver any instrument that such holder may reasonably request to evidence such attornment provided such document contains satisfactory non-disturbance provisions to allow Lessee to remain in occupancy pursuant to this Lease as long as Lessee remains current and not in default of its obligations hereunder. Upon such attornment, the holder shall not be: (i) liable in any way to the Lessee for any act or omission, neglect or default on the part of Lessor under this Lease; (ii) responsible for any monies owing by or on deposit with Lessor to the credit of Lessee unless received by the holder; (iii) subject to any counterclaim or setoff which theretofore accrued to Lessee against Lessor; (iv) bound by any modification of this Lease subsequent to such mortgage or by any previous prepayment of regularly scheduled monthly installments of fixed rent for more than (1) month, which was not approved in writing by the holder; (v) liable to the Lessee beyond the holder's interest in the Premises and the rents, income, receipts, revenues, issues and profits issuing from such Premises; or (vi) responsible for the performance of any work to be done by the Lessor under this Lease to render the Demised Premises ready for occupancy by the Lessee; or (vii) liable for any portion of a security deposit not actually received by the holder.

- (c) The covenant and agreement contained in this Lease with respect to the rights, powers and benefits of any such holder constitute a continuing offer to any person, corporation or other entity, which by accepting or requiring an assignment of this Lease or by entry of foreclosure assumes the obligations herein set forth with respect to such holder; every such holder is hereby constituted a party to this Lease and an obligee hereunder to the same extent as though its name was written hereon as such; and such holder shall at its written election be entitled to enforce such provisions in its own name.

- (d) No assignment of this Lease and no agreement to make or accept any surrender, termination or cancellation of this Lease and no agreement to modify so as to reduce the rent, change the term, or otherwise materially change the rights of the Lessor under this Lease, or to relieve the Lessee of any obligations or liability under this Lease, shall be valid unless consented to in writing by the Lessor's mortgagees or ground lessors of record, if any.
- (e) The Lessee agrees on request of the Lessor to execute and deliver from time to time any agreement, in recordable form, which may reasonably be deemed necessary to implement the provisions of this Section 10.01.

Section 10.02. Lessee agrees to furnish to Lessor, within ten (10) days after request therefor from time to time, a written statement setting forth the following information:

- (i) The then remaining term of this Lease;
- (ii) The applicable rent then being paid, including all additional rent, based upon the additional rent most recently established;
- (iii) That the Lease is current and not in default or specifying any default;
- (iv) That the Lessee has no current claims for offsets against the Lessor, or specifically listing any such claims;
- (v) The date through which rent has then been paid;
- (vi) Such other information relevant to the Lease as Lessor may reasonably request; and
- (vi) A statement that any prospective mortgage lender and/or purchaser may rely on all such information.

Section 10.03. After receiving notice from any person, firm or other entity that it holds a mortgage which includes the Demised Premises as part of the mortgaged premises, or that it is the ground lessor under a lease with the Lessor, as ground lessee, which includes the Demised Premises as a part of the mortgaged premises, no notice from the Lessee to the Lessor shall be effective unless and until a copy of the same is given in the same manner as required for notice in this Lease to such holder or ground lessor, and the curing of any of the Lessor's defaults by such holder or ground lessor shall be treated as performance by the Lessor. Accordingly, no act or failure to act on the part of the Lessor which would entitle the Lessee under the terms of this Lease, or by law, to be relieved of the Lessee's obligations hereunder, to exercise any right of self-help or to terminate this Lease, shall result in a release or termination of such obligations or a termination of this Lease unless (i) the Lessee shall have first given written notice of the Lessor's act or failure to act on the part of the Lessor which could or would give basis for the Lessee's rights; and (ii) such holder or ground lessor, after receipt of such notice, has failed or refused to correct or cure the condition complained of within the cure period allowed the Lessor or within such reasonable time that provides Mortgagee time to take possession and to cure the default.

Section 10.04. With reference to any assignment by the Lessor of the Lessor's interest in this Lease, or the rents payable hereunder, conditional in nature or otherwise, which assignment is made to the holder of a mortgage or a ground lease on property that includes the Demised Premises, the Lessee agrees:

- (a) That the execution thereof by the Lessor, and the acceptance thereof by the holder of such mortgage or ground lease, shall never be treated as an assumption by such holder or ground lessor of any of the obligations of the Lessor hereunder, unless such holder or ground lessor shall, by notice sent to the Lessee, specifically make such election; and
- (b) That, except as aforesaid, such holder or ground lessor shall be treated as having assumed the Lessor's obligations hereunder only upon foreclosure of such holder's mortgage and the taking of possession of the Premises, or, in the case of a ground lessor, the assumption of the Lessor's position hereunder by such ground lessor.

ARTICLE 11

Fire, Casualty and Eminent Domain

Section 11.01. Should a substantial portion of the Demised Premises or the property of which they are a part be damaged by fire or other casualty, or be taken by eminent domain, the Lessor, at its sole option, may elect to terminate this Lease. When fire or other unavoidable casualty or taking renders the Demised Premises substantially unsuitable for its intended use, a just and proportionate abatement of rent shall be made, and the Lessee may elect to terminate this Lease if:

- (a) The Lessor fails to give written notice within sixty (60) days after such casualty of its intention to restore the Demised Premises or provide alternate access, if access has been taken or destroyed; or
- (b) If Lessor gives notice of its intention to restore and the Lessor fails to restore the Demised Premises to a condition substantially suitable for their intended use or fails to provide alternate access within one hundred twenty (120) days of such fire or other unavoidable casualty, or taking.

The Lessor reserves, and the Lessee grants to the Lessor, all rights which the Lessee may have for damages or injury to the Demised Premises for any taking by eminent domain, except for damages specifically awarded on account of the Lessee's fixtures, property or equipment, which may be removed at the end of the term. For purposes of this Section, a taking or damage shall be substantial if it shall affect more than twenty-five (25%) percent of the Demised Premises or the property of which they are a part.

ARTICLE 12

Indemnification

Section 12.01. Lessee shall protect, indemnify and save harmless Lessor, its managing agent and any mortgagee or ground lessor from and against all liabilities, obligations, damages, penalties, claims, causes of action, costs, charges and expenses, including all reasonable attorneys' fees and expenses of employees, which may be imposed upon or incurred by or asserted against them by reason of any of the following occurring during the term of this Lease:

- (a) any work or thing done in or on the Demised Premises;
- (b) any use, non-use, possession, occupation, condition, operation, maintenance or management of the Demised Premises or any part thereof, including, without limiting the generality of the foregoing, the use or escape of water or the bursting of pipes, or any nuisance made or suffered on the Demised Premises;
- (c) any act or omission (with respect to the Demised Premises, or the use or management thereof, or this Lease) on the part of Lessee or any of its agents, contractors, customers, servants, employees, licensees, invitees, mortgagees, assignees, sub-tenants or occupants;
- (d) any accident, injury or damage to any person or property occurring in or on the Demised Premises.

Section 12.02. Subject in any and all events to the limitations of Section 20.16, Lessor shall protect, indemnify and save harmless Lessee from and against all liabilities, obligations, damages, penalties, claims, causes of action, costs, charges and expenses, including all reasonable attorneys' fees and expenses of employees, which may be imposed upon or incurred by or asserted against Lessee during the term of this Lease as a result of:

- (a) any negligent act or omission or willful misconduct on the part of Lessor or any of its agents, contractors, customers, servants, or employees; or
- (b) any accident, injury or damage to any person or property occurring in or on common areas at the Premises open to all tenants, unless caused by an act or omission described in Section 12.01 (c) above.

Section 12.03. In case any action or proceeding is brought against either party by reason of any such occurrence, the party required to provide indemnification, upon written notice from the party entitled to indemnification, will, at the sole cost and expense of the party required to provide indemnification, resist and defend such action or proceeding or cause the same to be resisted and defended, by counsel designated

by the party required to provide indemnification and approved in writing by the party to be defended, which approval shall not be unreasonably withheld.

ARTICLE 13

Mortgages, Assignments and Subleases by Lessee

Section 13.01. Lessee's interest in this Lease may not be mortgaged, encumbered, assigned or otherwise transferred, or made the subject of any license or other privilege, by Lessee or by operation of law or otherwise, and the Demised Premises may not be sublet, as a whole or in part, without in each case the prior written consent of Lessor, which shall not be unreasonably withheld or delayed, and the execution and delivery to Lessor by the assignee or transferee of a good and sufficient instrument whereby such assignee or transferee assumes all obligations of Lessee under this Lease. In connection with any request by Lessee for such consent to assignment or sublet, Lessee shall provide Lessor with all relevant information requested by Lessor concerning the proposed assignee's or subtenant's financial responsibility, credit worthiness and business experience to enable Lessor to make an informed decision. Lessee shall reimburse Lessor promptly for all reasonable out-of-pocket expenses incurred by Lessor including reasonable attorneys' fees in connection with the review of Lessee's request for approval of any assignment or sublease. Upon receipt from Lessee of such request and information, Lessor shall have the right, but not the obligation, to be exercised in writing within ten (10) calendar days after its receipt from Lessee of such request and information, (i) if the request is to assign the Lease through the end of the then current term, to terminate this Lease, or (ii) if the request is to sublet a portion of the Demised Premises through the end of the then current term, to release Lessee from its obligations under this Lease with respect to the portion of the Demised Premises subject to the proposed sublet for the term of the proposed sublease or if the request is to sublet all of the Demised Premises through the end of the then current term to terminate this Lease for the term of the proposed sublease; in each case as of the date set forth in Lessor's notice of exercise of such option, which date shall not be less than thirty (30) days nor more than ninety (90) days following the giving of such notice. In the event of an assignment or a sublet of the Demised Premises where Lessor exercised its option to terminate this Lease, Lessee shall surrender possession of the entire Demised Premises on a date to be mutually agreed upon, but not later than the termination date, in accordance with the provisions of this Lease relating to surrender of the Demised Premises at the expiration of the term, and thereafter neither Lessor nor Lessee shall have any further liability with respect thereto. In the event of a sublet of the Demised Premises where Lessor does not terminate this Lease but releases Lessee from its obligations under this Lease with respect to the portion of the Demised Premises subject to the sublet, Lessee shall surrender the portion of the Demised Premises subject to the sublease on the date set forth in such notice in accordance with the provisions of this Lease relating to surrender of the Demised Premises at the expiration of the term, and, at Lessee's option, at the end of the term of the sublet the space subject to the sublet shall be included in the Demised Premises and thereafter Lessee shall be responsible for all obligations of Lessee hereunder with respect to such space as a primary obligator, or Lessee shall be released of its obligations with respect to such space and thereafter shall have no right to occupy that space. If this Lease shall be canceled as to a portion of the Demised Premises only, annual Base Rent and Lessee's pro-rata share of Operating Expenses and Real Estate Taxes shall be readjusted proportionately according to the ratio that the number of square feet and the portion of the space surrendered compares to the floor area of Lessee's Demised Premises during the term of the proposed sublet. Lessee shall not offer to make, or enter into negotiations with respect to an assignment, sublease or transfer to: (i) any entity owned by, or under the common control of, whether directly or indirectly, a tenant in the Premises; or (ii) any party with whom Lessor is then negotiating with respect to other space in the Premises; or (iii) any party which would be of such type, character, or condition as to be inappropriate as a tenant for the Building. It shall not be unreasonable for Lessor to disapprove any proposed assignment, sublet or transfer to any of the foregoing entities. Any purported assignment, sublet or transfer under this Article 13 without Lessor's prior written consent shall be void and of no effect. From and after any such assignment or transfer, the obligations of each such assignee and transferee and of the original Lessee named as such in this Lease to fulfill all of the obligations of Lessee under this Lease shall be joint and several. No acceptance of rent by Lessor from or recognition in any way of the occupancy of the Demised Premises by a sublessee or assignee shall be deemed a consent to such sublease or assignment.

In the event Lessee assigns or sublets the Demised Premises or any part thereof, Lessee shall, after deducting all reasonable out-of-pocket costs and expenses incurred by Lessee to third parties in connection therewith, share equally with Lessor in any rents received by Lessee in excess of the rents and other expenses due to Lessor.

Section 13.02. No assignment or transfer of any interest in this Lease, no sublease of the Demised Premises or any part thereof, and no execution and delivery of any instrument of assumption pursuant to Section 13.01 hereof shall in any way affect or reduce any of the obligations of Lessee under this Lease, but this Lease and all of the obligations of Lessee under this Lease shall continue in full force and effect as the obligations of a principal (and not as the obligations of a guarantor or surety). Each violation of any of the covenants, agreements, terms or conditions of this Lease, whether by act or omission, by any of Lessee's permitted encumbrances, assignees, employees, transferees, licensees, grantees of a privilege, sub-tenants or occupancy, shall constitute a violation thereof by Lessee.

ARTICLE 14

Default

Section 14.01. In the event that:

- (a) the Lessee shall default in the due and punctual payment of any installment of rent, or any part thereof, when and as the same shall become due and payable and such default shall continue for more than five (5) days after such payment is due.
- (b) the Lessee shall default in the payment of any additional rent payable under this Lease or any part thereof, when and as the same shall become due and payable, and, except for the payment of additional rent for increased real estate taxes which shall be due and payable without grace period, such default shall continue for a period of ten (10) days; or
- (c) the Lessee shall default in the observance or performance of any of the Lessee's covenants, agreements or obligations hereunder, other than those referred to in the foregoing clauses (a) and (b), and such default shall not be corrected within twenty-one (21) days after written notice; or
- (d) the Lessee shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, shall file any petition or answer seeking any reorganization, arrangement, composition, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or shall seek, or consent, or acquiesce in the appointment of any trustee, receiver or liquidator of Lessee or of all or any substantial part of its properties, or of the Demised Premises, or shall make any general assignment for the benefit of creditors; or
- (e) any court enters an order, judgment or decree approving a petition filed against Lessee seeking any reorganization, arrangement, composition, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such order, judgment or decree shall remain unvacated or unstayed for an aggregate of sixty (60) days; or
- (f) the Demised Premises shall be abandoned (unless approved by the Lessor),

then Lessor shall have the right thereafter to re-enter and take complete possession of the Demised Premises, to declare this Lease terminated and to remove the Lessee's effects without prejudice to any remedies which might be otherwise used for arrears of rent or other default. The Lessee shall indemnify the Lessor against all loss of rent and other payments that the Lessor may incur by reason of such termination during the residue of the term.

Section 14.02. If the Lessee shall default in the observance or performance of any condition or covenants on Lessee's part to be observed or performed under or by virtue of any of the provisions and any Article of this Lease, the Lessor, after any applicable notice to Lessee and opportunity to cure provided elsewhere in this Lease, without being under any obligations to do so and without thereby waiving such default, may

remedy such default for the account and at the expense of the Lessee. If the Lessor makes any expenditures or incurs any obligations for the payment of money in connection therewith, including but not limited to reasonable attorneys' fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred, with interest at the rate of eighteen (18%) percent per annum and costs, shall be paid upon demand to the Lessor by the Lessee as additional rent.

Section 14.03. No failure by Lessor to insist upon strict performance of any covenant, agreement, term or condition of this Lease, or to exercise any right or remedy consequent upon breach thereof, and no acceptance of full or partial rent during the continuance of any breach, shall constitute a waiver of any such breach or of any covenant, agreement, term or condition. No covenant, agreement, term or condition of this Lease to be performed or complied with by Lessee, and no breach thereof, shall be waived, altered or modified except by written instrument executed by Lessor. No waiver of any breach shall affect or alter this Lease, but each and every covenant, agreement, term and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

Section 14.04. In the event (i) any payment of rent (or additional rent) is not paid within five (5) business days of the due date, or (ii) a check received by Lessor from Lessee shall be dishonored, then because actual damages for a late payment or for a dishonored check are extremely difficult to fix or ascertain, but recognizing that damage and injury result therefrom, Lessee agrees to pay as an administrative fee and not as a penalty: (I) the greater of (a) 5% of the amount due in (i) above or (b) \$150.00 as liquidated damages for each late payment and (II) the greater of 2.5% of the amount due in (ii) or \$45.00 as liquidated damages for each time a check is dishonored. (The grace period herein provided is strictly related to the fee for a late payment and shall in no way modify or stay Lessee's obligation to pay rent when it is due, nor shall the same preclude Lessor from pursuing its remedies under this Section 14, or as otherwise allowed by law.) In the event that two (2) or more Lessee's checks are dishonored, Lessor shall have the right, in addition to all other rights under this lease, to demand all future payments by certified check or money order. Furthermore, if any payment of rent (annual or additional) or any other payment payable hereunder by Lessee to Lessor shall not be paid within the applicable grace period, the same shall bear interest, from the date when the same was due until the date paid, at the rate of eighteen percent (18%) per annum. Such interest shall constitute additional rent payable hereunder.

Section 14.05. Each right and remedy of Lessor provided for in this Lease shall be cumulative and concurrent and shall be in addition to every other right or remedy provided for in this Lease now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Lessor of any one or more of the rights or remedies provided for in this Lease now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous exercise by Lessor of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

Section 14.06. Whenever, under any provision of this Lease, Lessee shall be entitled to receive any payment from Lessor or to exercise any privilege or right under this Lease, Lessor shall not be obligated to make any such payment and Lessee shall not be entitled to exercise any such privilege or right so long as Lessee shall be in default under any of the provisions of this Lease, and until after such default shall have been cured, if cured prior to the expiration or termination of this Lease pursuant to the provisions of Section 14.01 hereof, Lessee shall not be entitled to offset against rent or any other charges payable under this Lease any payments due from Lessor to Lessee or any Mortgagee.

ARTICLE 15

Surrender

Section 15.01. Lessee shall, upon any expiration or earlier termination of this Lease, remove all of Lessee's goods and effects from the Demised Premises. Lessee shall peaceably vacate and surrender to the Lessor

the Demised Premises and deliver all keys, locks thereto, and other fixtures connected thereto, unless Lessor requests removal of the same, and all alterations and additions made to or upon the Demised Premises, in the same condition as they were at the commencement of the term, or as they were put in during the term hereof, reasonable wear and tear and damage by insured fire or other unavoidable casualty or taking or condemnation by public authority or as a result of Lessor's negligence only excepted. In the event of the Lessee's failure to remove any of Lessee's property from the Demised Premises, Lessor is hereby authorized, without liability to Lessee for loss or damage, and at the sole risk of Lessee, to remove and store any of the property at Lessee's expense, or to retain same under Lessor's control, or to sell at public or private sale, after thirty (30) days notice to Lessee at its address last known to Lessor, any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property. If Lessee holds over at the Demised Premises, Lessee shall be a tenant at sufferance and shall be liable for payment for use and occupancy thereat at the rate of two (2) times the Base Rent most recently payable, plus all additional rent, and shall be and remain liable to Lessor for all damage, loss and cost incurred by Lessor, including reasonable attorneys' fees, as a result of such holding over by Lessee.

ARTICLE 16

Quiet Enjoyment

Section 16.01. Lessee, subject to any ground leases, deeds of trust and mortgages to which this Lease is subordinate, upon paying the rent and other charges herein provided for and performing and complying with all covenants, agreements, terms and conditions of this Lease on its part to be performed or complied with, shall not be prevented by the Lessor from lawfully and quietly holding, occupying and enjoying the Demised Premises during the term of this Lease, except as specifically provided for by the terms hereof.

ARTICLE 17

Acceptance of Surrender

Section 17.01. No surrender to Lessor of this Lease or of the Demised Premises or any part thereof or of any interest therein by Lessee shall be valid or effective unless required by the provisions of this Lease or unless agreed to and accepted in writing by Lessor. No act on the part of any representative or agent of Lessor, and no act on the part of Lessor other than such a written agreement and acceptance by Lessor, shall constitute or be deemed an acceptance of any such surrender.

ARTICLE 18

Notices - Service of Process

Section 18.01. All notices, demands, requests and other instruments that may or are required to be given by either party to the other under this Lease shall be in writing. All notices, demands, requests and other instruments from Lessor to Lessee shall be deemed to have been properly given if sent by United States certified mail, return receipt requested, postage prepaid, or if sent by prepaid Federal Express or other similar overnight delivery service which provides a receipt, addressed to Lessee at the Demised Premises, or at such other address or addresses as the Lessee from time to time may have designated by written notice to Lessor, or if left on the Demised Premises. All notices, demands, requests and other instruments from Lessee to Lessor shall be deemed to have been properly given if sent by United States certified mail, return receipt requested, postage prepaid or if sent by prepaid Federal Express or other similar overnight delivery service which provides a receipt, addressed to Lessor at 556 Center Street, Middleborough, Massachusetts, or at such other address as Lessor from time to time may have designated by written notice to Lessee. Any notice shall be deemed to be effective upon receipt by, or attempted delivery to, the intended recipient.

ARTICLE 19

Separability of Provisions

Section 19.01. If any term or provision of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or contrary to applicable law or unenforceable, the remainder of this Lease, and the application of such term or provision to persons or circumstances other than those as to which it is

held invalid or contrary to applicable law or unenforceable, as the case may be, shall not be affected thereby, and each term and provision of this Lease shall be legally valid and enforced to the fullest extent permitted by law.

ARTICLE 20
Miscellaneous

Section 20.01. This Lease may not be modified or amended except by written agreement duly executed by the parties hereto.

Section 20.02. This Lease shall be governed by and construed and enforced in accordance with the laws of The Commonwealth of Massachusetts.

Section 20.03. This Lease may be executed in several counterparts, each of which shall be an original but all of which shall constitute but one and the same instrument.

Section 20.04. The covenants and agreements herein contained shall, subject to the provisions of this Lease, bind and inure to the benefit of Lessor, his successors and assigns, and Lessee, and Lessee's permitted successors and assigns, and no extension, modification or change in the terms of this Lease effected with any successor, assignee or transferee shall cancel or affect the obligations of the original Lessee hereunder unless agreed to in writing by Lessor. The term "Lessor" as used herein and throughout the Lease shall mean only the owner or owners at the time in question of Lessor's interest in this Lease. Upon any transfer of such interest, from and after the date of such transfer, Lessor herein named (and in case of any subsequent transfers the then transferor), shall be relieved of all liability for the performance or observance of any agreements, conditions or obligations on the part of the Lessor contained in this Lease, except for defaults by Lessor prior to such transfer or monies owed by Lessor to Lessee and which were not assigned to and repayment thereof assumed by such transferee. Provided, that if any monies in the hands of Lessor or the then transferor at the time of such transfer in which Lessee has an interest shall be delivered to the transferee, then Lessee shall look only to such transferee for the return thereof.

Section 20.05. This instrument contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force or effect.

Section 20.06. In the event Lessee thereof shall record this Lease or a copy, then such recording shall constitute a default by Lessee under Article 14 hereof entitling Lessor to immediately terminate this Lease. Within a reasonable time after the Commencement Date upon request by Lessee, Lessor and Lessee shall execute a document in recordable form containing only such information as is necessary to constitute a Notice of Lease, including the first sentence of Section 10.01 hereof. All costs of preparation and recording such notice shall be borne by Lessee.

Section 20.07. The submission of this Lease for review or comment shall not constitute an agreement between Lessor and Lessee until both have signed and delivered copies thereof.

Section 20.08. Whenever Lessee is required to obtain Lessor's approval hereunder, Lessee agrees to reimburse Lessor all out-of-pocket expenses incurred by Lessor, including reasonable attorney fees in order to review documentation or otherwise determine whether to give its consent.

Section 20.09. Lessee shall furnish to Lessor on the execution of this Lease, and within fourteen days after request therefor during the lease term, an accurate, up-to-date, audited if available, financial statement of Lessee showing Lessee's financial condition for the twelve (12) month period ending the immediately preceding December 31.

Section 20.10. Lessee agrees that during the term of this Lease, Lessee and its employees must park per Lessor's designated parking plan.

Section 20.11. Lessee warrants and represents that it is not a tax-exempt or foreign entity and that it will not assign, sublet or otherwise permit such an entity to occupy the Demised Premises.

Section 20.12. Lessor may relocate Lessee to substantially comparable space in the Building of which the Demised Premises are a part (including finish work comparable to that in the Demised Premises), provided Lessor pays for all of Lessee's out-of-pocket moving costs incurred in connection with such relocation to compensate the Lessee for relocating.

Section 20.13. Lessor and Lessee each represent and warrant that they have not directly or indirectly dealt with any broker with respect to the leasing of the Demised Premises.

Section 20.14. The obligations of the Lessee hereunder shall be joint and several obligations of Lessee and any guarantors or successors. The Lessor may proceed against any or all of Lessee, any guarantors and any and all of their heirs, legal representatives, successors and assigns in the event of a default hereunder.

Section 20.15. Lessee shall conform to all Building exterior and interior signage in accordance with Lessor's standard signage specifications. All signage must receive Lessor approval prior to installation.

Section 20.16. Limitation of Liability. None of the provisions of this Lease shall cause Lessor to be liable to Lessee, or anyone claiming through or on behalf of Lessee, for any special, indirect or consequential damages, including, without limitation, lost profits or revenues. In no event shall any individual partner, officer, shareholder, trustee, beneficiary, director, manager, member or similar party, including, without limitation, Lessor's managing agent, be liable to Lessee, or anyone claiming by through or under Lessee for the performance of or by Lessor or Lessee under this Lease or any amendment, modification or agreement with respect to this Lease. Lessee agrees to look solely to Lessor's interest in the Premises in connection with the enforcement of Lessor's obligations in this Lease or for recovery of any judgment from Lessor, it being agreed that Lessor shall never be personally liable for any judgment, or incidental or consequential damages sustained by Lessee from whatever cause.

Section 20.17. Emergency Action. In the event of an emergency, as reasonably determined by Lessor or Lessee, as applicable, in order and to the extent necessary to protect life or property, the party making that determination, where it is not practical to notify the other party, may take action and incur out-of-pocket cost to third parties for matters otherwise the obligation of the other party hereunder and, to the extent the party taking action incurs expense in so acting, which expense, but for such emergency would have been the expense of the other, then the party on behalf of whom such action was taken and expense incurred will, within fourteen (14) days after receipt of documentation of such expenses, reimburse the party which incurred such expense.

Section 20.18. In the event Lessor shall be delayed or hindered in or prevented from the performance of any act required under this Lease to be performed by Lessor by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restricted governmental law or regulations, riots, insurrection, war or other reason of a like nature not within the reasonable control of the Lessor, then performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

It is intended that this instrument will take effect as a sealed instrument.

IN WITNESS WHEREOF, the Lessor and Lessee have signed the same as of this _____ day of _____, 200____.

Lessor: 40 Main Street Realty Trust

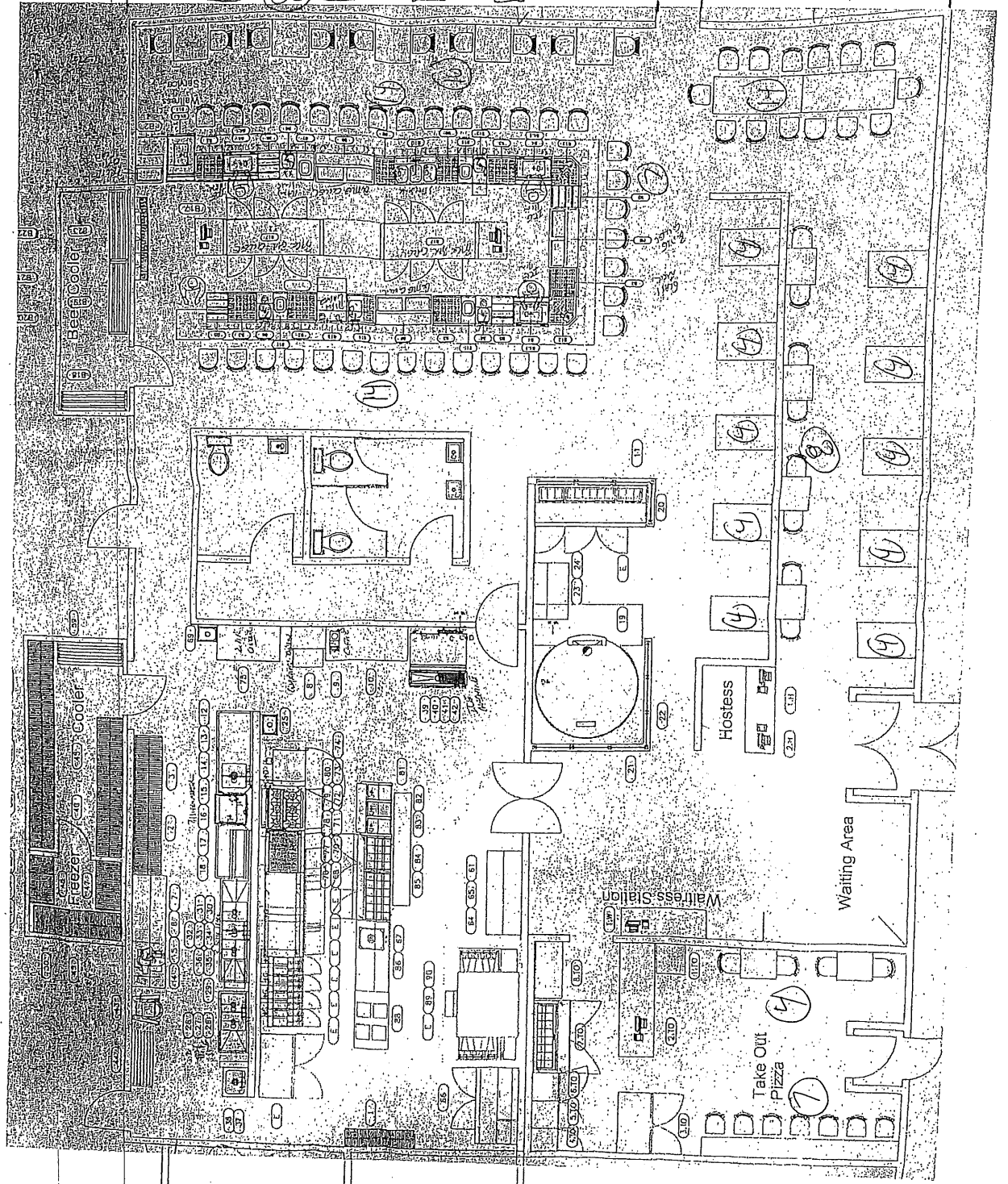
By: _____
Boaz McMahon, Trustee

Lessee: Baldies Lakeville, LLC

By: _____
Boaz McMahon, Manager

EXHIBIT "A"
DEMISED PREMISES

Floor Plan

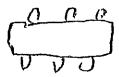
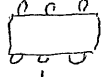


29



6

6



14

Hostess

Waiting Area

Take Out
Pizza

Waitress Station

liquor
storage

Brief in Support of Application

Brief in Support of Liquor License Transfer Application
to Lakeville Hideaway, LLC from Baldies Pizzeria, Inc., Inc.
for the premises located at 40 Main Street, Lakeville, Massachusetts
Lakeville Assessor's Map 62, Lot 001-008

Michael O'Shaughnessy, Esq.
43 East Grove Street, Suite 5
Middleborough, MA 02346

November 6, 2023

I. INTRODUCTION

Bo McMahon and Andrew Hart are the managing members of Baldies Lakeville, LLC (“Applicant”). Mr. McMahon and Mr. Hart both grew up in the Town of Middleborough. Mr. McMahon stayed in Town and worked as a police officer in the Town of Middleborough and as a local developer. Mr. Hart, now a New Hampshire resident, is the director of hospitality for Smuttynose Brewing Company. Mr. McMahon and Mr. Hart also own the Hideaway Restaurant in Middleborough, Massachusetts, which has been operating through the summer as a beer garden. They are in the process of completing extensive renovations to the building and expect to be open shortly.

Mr. McMahon has a purchase and sale agreement with the current owner to purchase the property located at 40 Main Street, Lakeville, Massachusetts shown on Lakeville Assessor’s Map 62 as Lot 001-008 (see Figure 1). The property is approximately 2.3 acres in area and is improved with a 10,000 square foot +/- building. Within the building is a restaurant known as “Baldies Pizzeria” that has the benefit of a common victualer license to sell all kinds of alcoholic beverage that is to be drunk on the premises. See Exhibit 1.

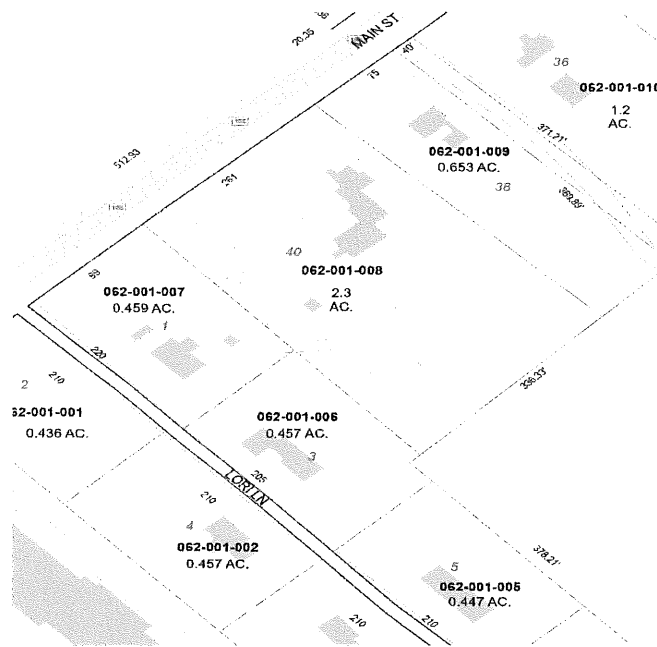


Figure 1 - Site Location

II. BALDIES PIZZERIA

The Applicant intends to retain the name of “Baldies Pizzeria” (“Baldies”) particularly given the familiarity of the name with local residents and those that live outside of the Town of Lakeville. The current license describes the premises as “40 Main Street, Lakeville, MA. Located in multi-tenant one story building. Licensed premises contain 4,800 square feet with outdoor patio containing 600 square feet with two entrances and two exits. Liquor storage room is located in manager’s office.” The proposed manager is Mr. Ian Neubecker who has significant experience in the restaurant hospitality field.

a. Requested Hours of Operation

The Applicant requests the following hours of operation which are the same hours listed in the current common victualer license.

Monday through Saturday	8 am to 1 am
Sunday	11 am to 1 am

III. LEGAL REQUIREMENTS TO APPROVE A LIQUOR LICENSE

a. Notice to Abutters

G.L. c. 138, §15A states, in part, that

“Every applicant for an original license under section twelve, fifteen or thirty A, or for a transfer of such a license from one location to another, or an applicant for a change in the description of a licensed premises, or someone in his behalf, shall, within three days after publication as hereinbefore provided, cause a copy of the published notice to be sent by registered mail to each of the persons appearing upon the assessors' most recent valuation list as the owners of the property abutting on the premises where the license is intended to be exercised and, if a school, which gives not less than the minimum instruction and training to children of compulsory school age required by chapter seventy-one, or a church or hospital, is located within a radius of five hundred feet from said premises, to such school, church or hospital. The notice sent to such school, church or hospital shall indicate the necessity of a written objection to prevent the issuance or transfer of such license under the provisions of section sixteen C”

The following properties are direct abutters and, pursuant to G.L. c. 138, §15A, a copy of published notice will be sent registered mail to the said abutters notifying them of the hearing. See Exhibit 2.

DIRECT ABUTTERS

<u>Address</u>	<u>Assessor Reference</u>	<u>Owner</u>
43 Main Street	Map 60 Lot 007-001	Lakeville Owner, LLC
38 Main Street	Map 62 Lot 001-009	Mastrangelo Family, LLC
Bridge Street	Map 62 Lot 001-017	Commonwealth of Massachusetts
3 Lori Lane	Map 62 Lot 001-006	Jon M Majur
1 Lori Lane	Map 62 Lot 001-007	Edward and Patricia Rand

Additionally, the Applicant must notify a church, school or hospital if the building is within 500 feet of the nearest point of the church, school or hospital building to the nearest point of the premises seeking a license¹. There are no churches, schools or hospitals within 500 feet of the building.

b. Fitness of the Applicant

Pursuant to G.L. c. 138, § 26, which states, in part, that:

No corporation, organized under the laws of the commonwealth or of any other state or foreign country, shall be given a license to sell in any manner any alcoholic beverages unless such corporation shall have first appointed, in such manner as the licensing authorities by regulation prescribe, as manager or other principal representative, a citizen of the United States, and shall have vested in him by properly authorized and executed written delegation as full authority and control of the premises, described in the license of such corporation, and of the conduct of all business therein relative to alcoholic beverages as the licensee itself could in any way have and exercise if it were a natural person resident in the commonwealth, nor unless such manager or representative is, with respect to his character, satisfactory to the licensing authorities”

The proposed manager is Ian Neubecker. Mr. Neubecker is over the age of 21 and is a resident of the Town of Plymouth and a citizen of the United States. He has been duly authorized and designated by the Applicant to be the manager. Mr. Neubecker previously held an interest in the liquor license for the Playwright located in South Boston. He has not been convicted of a violation of any federal or state narcotics drugs law nor has he been involved with any criminal activities.

c. Public want and appropriateness of location

Under G.L. c. 138, § 23, the Select Board as the local licensing authority is required to determine whether approving the license transfer application would serve the public need in such a manner as to protect the common good. The “test includes an assessment of public want and the appropriateness of a liquor license at a particular location” Ballarin, Inc. v. Bos. Licensing Bd., 49 Mass. App. Ct. 506.

Baldies Pizzeria is a well-recognized name in the Town of Lakeville that has operated at its current location with a liquor license for many years as a restaurant. Part of the draw of Baldies Pizzeria, in addition to its good food and friendly staff, is the ability of the restaurant to provide its’ patrons with the opportunity to enjoy a beer, wine or cocktail with their meal. Given the success of Baldies Pizzeria, it is clear there is a public want and given that Baldies Pizzeria has an existing license, it is also clear that the Town of Lakeville has determined this location to be appropriate.

¹ 204 C.M.R. § 2.11 requires that “In determining for the purpose of M.G.L. c. 138, § 15A the radius between a church, school or hospital and a premises licensed or to be licensed, or for the purposes of M.G.L. c. 138, § 16C the radius between a church or school and such premises, the distance shall be measured in a straight line from the nearest point of the church, school or hospital building to the nearest point of such premises.”


VI. REQUESTED FINDINGS

The Applicant respectfully requests that the Select Board make the following findings:

1. That the current holder of the common victualer license to expose, keep for sale and to sell all kinds of alcoholic beverages to be drunk of the premises is Baldies Pizzeria, Inc, Michael Mastrangelo, Manager;
2. That the Applicant, requests a transfer of the existing liquor license for the property located at 40 Main Street, Lakeville, MA to Baldies Lakeville, LLC and to approve Ian Neubecker as the manager;
3. That, Ian Neubecker is over 21, a citizen of the United States of America and duly authorized to act as manager by the Applicant;
4. That Ian Neubecker is of proper character that is satisfactory to the Select Board;
5. That the Applicant is a duly established Massachusetts limited liability company;
6. That the Applicant has a duly executed lease with the property owner;
7. That the premises is benefited by a duly authorized license issued pursuant to M.G.L. c 138; and
8. That the transfer of the license to the Applicant serves the public need in such a manner as to protect the common good.

VII. CONCLUSION

Based upon all of the foregoing, the Applicant believes that the Select Board has the appropriate information to approval the transfer of the license from Baldies Pizzeria, Inc, Michael Mastrangelo, Manager to Baldies Lakeville, LLC and to approve Ian Neubecker as the manager.



Michael O'Shaughnessy, Esq.

Exhibit 1- Existing License

© GOES 3351

License #00027-RS-0584

LICENSE ALCOHOLIC BEVERAGES

THE LICENSING BOARD OF
TOWN LAKEVILLE

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

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 Baldies Pizzeria, Inc., Michael Mastrangelo, Manager

.....
on the following described premises 40 Main Street, Lakeville, MA

Located in multi-tenant one story building. Licensed premises contain 4,800 square feet with outdoor patio containing 600 square feet with two entrances and two exits. Liquor storage room is located in manager's office.

.....
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

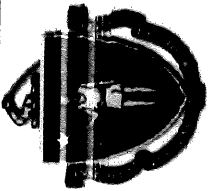
BAR & TABLES CLEARED BY 1 AM
ALL PATRONS OUT BY 1:15 AM

Suzanne J. Carbo
Michael Mastrangelo

LICENSING BOARD

LITHO IN U.S.A.

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



The Commonwealth of Massachusetts

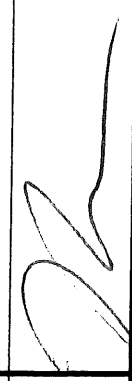
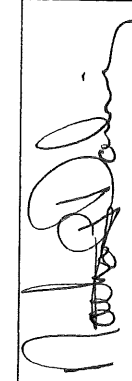
TOWN OF LAKEVILLE

New and Renewal Certificate of Inspection

In accordance with 780 CMR, Chapter 1 (*The Ninth Edition of the Massachusetts State Building Code*) and Chapter 304 of the Acts of 2004 (*an Act to further enhance fire and life safety*), this Certificate of Inspection is issued to the premise or structure or part thereof as herein identified.

Issued to	<i>Identify Name of Establishment</i>				<i>Certificate No.</i>	
	BALDIES (MASTRANGELO P. FAMILY LLC)				#56	
	<i>Identify property address including street number, name, city or town and county</i>					
	40 MAIN STREET, LAKEVILLE MA. 02347 PLYMOUTH (MAP 062-001-008)					
Use Group Classification(s)	<i>Basement</i>	<i>First Floor</i>	<i>Second Floor</i>	<i>Third Floor</i>	<i>Fourth Floor</i>	<i>Other</i>
		A2				
Allowable Occupant Load		120				

This Certificate of Inspection is hereby issued by the undersigned to certify that the premise, structure or portion thereof as herein specified has been inspected for general fire and life safety features. This certificate shall be framed behind clear glass and/or laminated and posted in a conspicuous place within the space as directed by the undersigned. Failure to post or tampering with the contents of the certificate is strictly prohibited.

Name of Municipal Fire Chief	MICHAEL P. O'BRIEN	NATHAN P. DARLING	<i>Date of Inspection</i>	NOVEMBER 19, 2021
<i>Signature of Municipal Fire Chief</i>			<i>Date of Issuance</i>	NOVEMBER 30, 2021
	Name of Municipal Building Commissioner	Signature of Municipal Building Commissioner		