

BOARD OF SELECTMEN
Edward H. Dlott Meeting Room
AGENDA
May 29, 2018
6:30 PM

AGENDA REVISED 5/29/18 at 12:07 PM - Open Session Begins at 7:00 PM

EXECUTIVE SESSION

Acquisition of Real Property - Affordable Housing Trust Fund

ANNOUNCEMENTS

1. Community Reception to Welcome Town Administrator, Melissa Malone, to Natick
2. Water Main Cleaning & Lining-South Main Street

WHAT'S NEW

3. LGBT Aging Project Bestows Kate Thomas Spirit Award to Susan Ramsey, Council on Aging Director

CITIZEN'S CONCERNS

APPOINTMENTS

4. Chief of Police: Officer of the Year - Patrick Grady
5. Anthony's Coal Fired Pizza: Application for a Common Victualer's License
6. Public Hearing: Application for a New All Alcohol On Premise License -Anthony's Coal Fired Pizza
7. Public Hearing: Alteration of Premises for an All Alcohol Off Premise License - Total Wine and More
8. Public Hearing: Transfer of All Alcohol On-Premises License - Biryani N Breadz
9. David T. Santomenna, Associate Director of Land Conservation, Trustees of Reservations, on Behalf of Tom Hunnewell, Property Owner and Executor of Estate of Morgan Palmer: Request to Approve Revised Conservation Restriction for 5 Dorset Lane (Parcel #38-1) and 1 Dorset Lane (Parcel #38-1A)
10. Public Hearing: Fiscal Year 2019 Water & Sewer Rates
11. Sustainability Coordinator
 - a. Aggregation

- b. Future of Compost Pilot
 - c. Leo Ryan, Sustainability Committee Chair RE: Committee Vacancies
12. Town Engineer: Roadway Improvements Contract Award Recommendation

DISCUSSION AND DECISION

13. Appointment of Pro Bono Legal Counsel, Glenn Kramer, Related to Real Property Acquisition for Affordable Housing Trust Fund

CONSENT AGENDA

14. Approve 2018 Cystic Fibrosis Foundation Cycle for Life-10/6/18
15. Approve Spring Valley Block Party- 6/3/18 (Rain Date: 6/4/18)
16. Appoint Barbara Sanchez as Recreation & Parks Commission's Representative to the Cochituate Rail Trail Advisory Committee Term Expiring 3/30/2020
17. Appoint Alyssa Springer to the Affordable Housing Trust Fund Term Expiring June 30, 2020
18. Accept the Resignation of Joe Weise from the Transportation Advisory Committee
19. Approve Art for Electrical Art Box Painting
- a. Box #1: 3 North Main Street / Artist: Mary Erickson, Natick Resident
 - b. Box #2: 8 Clarendon Street / Artist: Rebecca McGee Tuck, Natick Resident
20. Authorize Chair to Sign CIP Comments Letter
21. Weekly Warrant Review 5/22/18
22. Approve Meeting Minutes

TOWN ADMINISTRATOR NOTES

SELECTMEN'S CONCERNS

CORRESPONDENCE

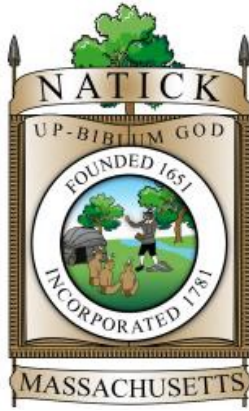
Correspondence 5/29/18

ITEM TITLE: Community Reception to Welcome Town Administrator, Melissa Malone,
to Natick

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Invitation	5/14/2018	Cover Memo



The Natick Board of Selectmen
cordially invites all Natick citizens
to a reception to meet
Melissa Malone, Town Administrator,
and welcome her to the Natick community.

Thursday, June 7th

7:00-9:00 pm

Community Senior Center

This is intended to be a drop-in event to allow
as many members of the community to attend
as citizens' schedules allow.

Light refreshments will be served

ITEM TITLE: Water Main Cleaning & Lining-South Main Street

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Email-J. Marsette	5/22/2018	Cover Memo
Letter to Abutters	5/22/2018	Cover Memo
Info & Tips	5/22/2018	Cover Memo



Patricia O'Neil <poneil@natickma.org>

South Main Street Water Main Cleaning and Lining Project - BOS Announcements

1 message

Jeremy Marsette <jmarsette@natickma.org>

Tue, May 22, 2018 at 1:01 PM

To: Amy Mistrot <amistrot@natickma.org>, "Bill Chenard," <chenard@natickma.org>, Patricia O'Neil <poneil@natickma.org>, Donna Donovan <ddonovan@natickma.org>

Cc: Anthony Comeau <acomeau@natickma.org>, Gregory Eldridge <GEldridge@haleyward.com>

"The Department of Public Works has begun work to rehabilitate the existing water distribution mains on South Main Street and West Street. This work will extend the service life of the exiting piping and help improve water quality. The Town of Natick has contracted with Biszko Contracting, Inc. to rehabilitate the water main in South Main Street and West Street. The project includes rehabilitation of approximately 5,600 linear feet of water main in South Main Street starting from the Cottage Street intersection and ending at the West Street intersection. The second phase will include approximately 900 linear feet in West Street starting at the intersection of West Street and South Main Street and ending near the Football field. The work includes the thorough cleaning of these unlined cast iron water mains and then the subsequent installation of pipe lining.

Anticipated work hours are 7:00 am to 5:00pm Monday-Thursday. The water main rehabilitation work is anticipated to proceed until the end of July 2018.

The Town has contracted with Haley and Ward, Inc to provide project oversight during construction. Haley and Ward, Inc will send out weekly project updates, via emails, and the Town will place updated information on their website. If you would like to receive the weekly update, please email geldridge@haleyward.com to be placed on the email list.

If you have any questions, or concerns throughout the project, please do not hesitate to speak with the Haley and Ward onsite resident project engineer or contact the Natick Department of Public Works (508) 647-6557 or Gregory Eldridge, Haley and Ward Project Engineer at (978) 648-6025. We appreciate your patience with this public works project."

Below is a link to the project page on the Town's Website:

<http://natickma.gov/1196/South-Main-Water-Main-Cleaning>

Also attached please find two notices that have been distributed regarding the project. A message board was placed on South Main Street at Cottage Street several weeks ago advertising the impending work.

--

Jeremy Marsette, PE
Director of Public Works
Town of Natick
75 West Street
Natick, MA 01760
DPW Main #: [508-647-6550](tel:508-647-6550)
Fax: [508-647-6560](tel:508-647-6560)

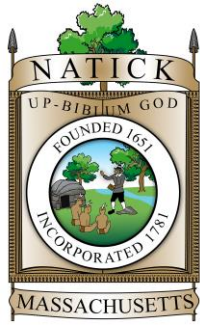
2 attachments



south main public notification hand out.pdf
205K



Water Main Cleaning and Lining Notice.pdf
86K



JEREMY MARSETTE
DIRECTOR

TOWN OF NATICK MASSACHUSETTS

NOTIFICATION SOUTH MAIN STREET & WEST STREET WATER MAIN REHABILITATION PROJECT

Dear Project Abutter:

The Town of Natick, Department of Public Works is notifying you of the upcoming construction project in South Main Street and West Street. The Town of Natick has contracted with Biszko Contracting, Inc.(Contractor) to rehabilitate the water main in South Main Street and West Street.

The project includes rehabilitation of approximately 5,600 linear feet of water main in South Main Street starting from the Cottage Street intersection and ending at the West Street intersection. The second phase will include approximately 900 linear feet in West Street starting at the intersection of West Street and South Main Street and ending near the Football field. The Contract drawings can be viewed on-line at the Natick website (natickma.org).

The contractor is planning on mobilizing in mid-May of this year. Anticipated work hours are 7:00 am to 5:00pm Monday-Thursday. The water main rehabilitation work is anticipated to proceed until the end of July 2018.

The Town has contracted with Haley and Ward, Inc to provide project oversight during construction. Haley and Ward, Inc will send out weekly project updates, via emails, and the Town will place updated information on their website. If you would like to receive the weekly update, please email geldridge@haleyward.com to be placed on the email list.

If you have any questions, or concerns throughout the project, please do not hesitate to speak with the Haley and Ward onsite resident project engineer or contact the Natick Department of Public Works (508) 647-6557 or Gregory Eldridge, Haley and Ward Project Engineer at (978) 648-6025. We appreciate your patients with this public works project.

**TOWN OF NATICK
DEPARTMENT OF PUBLIC WORKS
SOUTH MAIN AND WEST STREET
WATER MAIN CLEANING AND LINING NOTICE**

Biszko Corporation has started the cleaning and lining project on May 21, 2018.

IMPROVING YOUR WATER SYSTEM

Pipeline cleaning and lining involves scraping the inside of the water main to remove accumulated materials, such as manganese, followed by the application of a thin coat of cement to protect the water main from further corrosion. This work results in improved water flows in the pipeline and more efficient operation of our system. As a water customer, your benefit is the assurance that water pressure in your home or business as well as essential fire protection, will be maintained at all times.

HOW WILL THIS AFFECT YOU?

While the work is in progress, residents and businesses along the route will be provided with a temporary water supply since the water main must be taken out of service for cleaning and lining. The temporary water service will be in place for the duration of the project. The contractor will need access to your building to remove your water meter and make the necessary temporary connections to your individual service line from temporary pipelines laid alongside the sidewalks on each side of the street. This will require your water to be shut off for a short duration, 10-15 minutes, to make the connection. The Contractor will be reaching out to each house to schedule a time to make the connection. We will make every effort to ensure that your normal water service is maintained at all times. **While your house is on the temporary service hose, the water temperature in the temporary hose may increase during hot days. Please run the water in your sink to flush the warm water from the hose prior to utilizing the water for consumption.**

PLEASE WATCH YOUR STEP

If you live, travel or shop in the area, you will notice a number of openings in the street to allow access to the water main and to accommodate the bypass pipelines running across the intersections and driveways. All openings will be covered during the construction period. Every possible safety precaution will be taken, and all work areas will be barricaded and carefully marked to prevent injury. You can help by cautioning your family and friends to watch their step and avoid the work areas as much as possible.

TEMPORARY INCONVENIENCE – PERMANENT IMPROVEMENTS

We realize our water main cleaning project may cause some inconvenience for those who live and work in the area. We are working closely with the Natick Police Department to minimize the traffic disruptions and we will do our best to see that the construction goes smoothly.

IF YOU HAVE A PROBLEM OR QUESTION

If a problem should occur as a result of the work or if you have a question about this project, please call the Natick Department of Public Works, Water Division at (508) 647-6557. Haley and Ward, Inc will be providing project oversight, and will have a resident project representative (RPR) on-site during construction. Questions can also be directed to the RPR in person or by contacting Haley and Ward at (978) 648-6025. If you want weekly email updates please email Haley and Ward at geldridge@haleyward.com

Thank you for your patience and cooperation while we work to improve our water system.

ITEM TITLE: LGBT Aging Project Bestows Kate Thomas Spirit Award to Susan Ramsey, Council on Aging Director

ITEM SUMMARY:

ITEM TITLE: Chief of Police: Officer of the Year - Patrick Grady

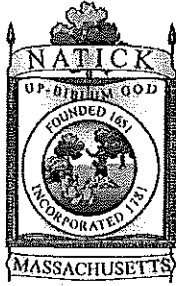
ITEM SUMMARY:

ITEM TITLE: Anthony's Coal Fired Pizza: Application for a Common Victualer's License

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Application	5/24/2018	Cover Memo



TOWN OF NATICK

COMMON VICTUALER LICENSE APPLICATION

For Calendar Year 2018 Date Submitted _____

- ☒ New
☐ Renewal

The undersigned hereby applies for a Common Victualer License in accordance with the provisions of the Statutes relating thereto:

- ☐ Common Victualer License Only
☒ Common Victualer with Liquor License

Name of Person, Firm, or Corporation Making Application:

Anthony's Coal Fired Pizza of Natick LLC

Name of Establishment (d/b/a) Anthony's Coal Fired Pizza

Address of Establishment 881 Worcester Street, Natick, MA 219 N. Main

Mailing address (if different from establishment) 200 W. Cypress Creek Rd., Ste. 220,
Ft. Lauderdale, FL 33309

Contact Person (to whom ALL licensing information will be sent, including renewal notice and license)

Marisa Franzese

Email Address MarisaF@acfp.com Phone 954-618-2005

Manager of Establishment Mark Rahall

Email Address markwrahall@gmail.com Phone 774-823-8344

If Business is a Corporation, Corporate Name and Officers _____

If Business is an LLC, List of Members Anthony's Pizza Holding Company LLC - 100% Member

Establishment's Days and Hours of Operation Sun-Thurs: 11:30 AM - 10:00 PM; Fri-Sat: 11:30 AM - 11:00 PM

Number of Staff 40 Number of Seats 105

Has a Certificate of Occupancy been issued? No If not, expected date of issuance July, 2018

Have Board of Health Permits been issued? No If not, expected date of issuance July, 2018

Additional Information Requested by the Town of Natick Police Department for Background Check:

Applicant's Social Security Number or Employee I.D. Number 82-1565656

Date of Birth _____

I, the Undersigned, state that the information provided in this application, and associated attachments, is true and accurate to the best of my knowledge.

Furthermore, Pursuant to MGL Ch. 62C, Sec 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

Signature of Applicant _____ Date _____

By Corporate Officer Ronald DiNella Date _____
(If applicable)

Please submit the following with your application:

1. Proof of Workers Compensation Insurance (if applicable)
2. Workers' Compensation Insurance Affidavit
3. Set of floor plans and site plan*** (If renewing a license and changes have been made to the premises in the previous 12 months, a revised set of floor plans and site plan must be submitted)
4. List of equipment and estimated cost***
5. Copy of Bill of Sale or Lease Agreement***
6. If a Corporation, a copy of Articles of Organization; If an LLC, a copy of the Membership Agreement and list of members***
7. \$50.00 Application fee (checks made payable to the Town of Natick)

*** New Applicants Only (see exception for Item #3)

Office Use Only:		
Date Print Rec'd: _____	Fee Paid: \$ _____	Check No: _____
Does application meet all applicable zoning by-laws? _____		



The Commonwealth of Massachusetts
Department of Industrial Accidents
1 Congress Street, Suite 100
Boston, MA 02114-2017
www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses.
TO BE FILED WITH THE PERMITTING AUTHORITY.

Applicant Information

Please Print Legibly

Business/Organization Name: Anthony's Coal Fired Pizza of Natick LLC

Address: 881 Worcester Street

City/State/Zip: Natick, MA 01760

Phone #: TBD

Are you an employer? Check the appropriate box:

1. ☒ I am an employer with 40 employees (full and/ or part-time).*
2. ☐ I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
3. ☐ We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**
4. ☐ We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

5. ☐ Retail
6. ☒ Restaurant/Bar/Eating Establishment
7. ☐ Office and/or Sales (incl. real estate, auto, etc.)
8. ☐ Non-profit
9. ☐ Entertainment
10. ☐ Manufacturing
11. ☐ Health Care
12. ☐ Other _____

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

**If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: Will be provided after approval by the ABCC.

Insurer's Address: _____

City/State/Zip: _____

Policy # or Self-ins. Lic. # _____

Expiration Date: _____

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: _____

Date: _____

Phone #: 954-618-2000

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: _____ Permit/License # _____

Issuing Authority (circle one):

1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office
6. Other _____

Contact Person: _____ Phone #: _____

Information and Instructions

Massachusetts General Laws chapter 152 requires all employers to provide workers' compensation for their employees. Pursuant to this statute, an *employee* is defined as "...every person in the service of another under any contract of hire, express or implied, oral or written."

An *employer* is defined as "an individual, partnership, association, corporation or other legal entity, or any two or more of the foregoing engaged in a joint enterprise, and including the legal representatives of a deceased employer, or the receiver or trustee of an individual, partnership, association or other legal entity, employing employees. However, the owner of a dwelling house having not more than three apartments and who resides therein, or the occupant of the dwelling house of another who employs persons to do maintenance, construction or repair work on such dwelling house or on the grounds or building appurtenant thereto shall not because of such employment be deemed to be an employer."

MGL chapter 152, §25C(6) also states that "every state or local licensing agency shall withhold the issuance or renewal of a license or permit to operate a business or to construct buildings in the commonwealth for any applicant who has not produced acceptable evidence of compliance with the insurance coverage required." Additionally, MGL chapter 152, §25C(7) states "Neither the commonwealth nor any of its political subdivisions shall enter into any contract for the performance of public work until acceptable evidence of compliance with the insurance requirements of this chapter have been presented to the contracting authority."

Applicants

Please fill out the workers' compensation affidavit completely, by checking the boxes that apply to your situation and, if necessary, supply your insurance company's name, address and phone number along with a certificate of insurance. Limited Liability Companies (LLC) or Limited Liability Partnerships (LLP) with no employees other than the members or partners, are not required to carry workers' compensation insurance. If an LLC or LLP does have employees, a policy is required. Be advised that this affidavit may be submitted to the Department of Industrial Accidents for confirmation of insurance coverage. **Also be sure to sign and date the affidavit.** The affidavit should be returned to the city or town that the application for the permit or license is being requested, **not** the Department of Industrial Accidents. Should you have any questions regarding the law or if you are required to obtain a workers' compensation policy, please call the Department at the number listed below. Self-insured companies should enter their self-insurance license number on the appropriate line.

City or Town Officials

Please be sure that the affidavit is complete and printed legibly. The Department has provided a space at the bottom of the affidavit for you to fill out in the event the Office of Investigations has to contact you regarding the applicant. Please be sure to fill in the permit/license number which will be used as a reference number. In addition, an applicant that must submit multiple permit/license applications in any given year, need only submit one affidavit indicating current policy information (if necessary). A copy of the affidavit that has been officially stamped or marked by the city or town may be provided to the applicant as proof that a valid affidavit is on file for future permits or licenses. A new affidavit must be filled out each year. Where a home owner or citizen is obtaining a license or permit not related to any business or commercial venture (i.e. a dog license or permit to burn leaves etc.) said person is NOT required to complete this affidavit.

The Department's address, telephone and fax number:

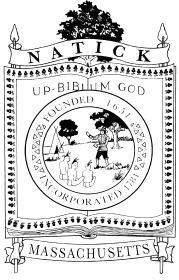
The Commonwealth of Massachusetts
Department of Industrial Accidents
1 Congress Street
Boston, MA 02114-2017
Tel. # 617-727-4900 ext. 7406 or 1-877-MASSAFE
Fax # 617-727-7749
www.mass.gov/dia

ITEM TITLE: Public Hearing: Application for a New All Alcohol On Premise License - Anthony's Coal Fired Pizza

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Public Hearing Notice	5/24/2018	Cover Memo
Application Part 1	5/24/2018	Cover Memo
Application Part 2	5/24/2018	Cover Memo
Plans	5/24/2018	Cover Memo
Police Recommendation	5/24/2018	Cover Memo



TOWN OF NATICK Massachusetts 01760

TOWN OF NATICK BOARD OF SELECTMEN PUBLIC HEARING NOTICE

The Board of Selectmen will hold and conduct a public hearing on Monday, June 11, 2018 at 7:00 p.m. in the Edward H. Dlott Meeting Room at Natick Town Hall, 13 East Central Street, upon the application for a new all alcohol restaurant license held by Anthony's Coal Fired Pizza of Natick LLC d/b/a Anthony's Coal Fired Pizza (Mark Rahall, Manager) at 219 North Main Street. Premises consist of an indoor area of 2,938 square feet and an outdoor area of 340 square feet, with 3 entrances and 3 exits. Proposed seating capacity is 111 and proposed occupancy is 131.

All persons interested in this application may appear and be heard at the time and place mentioned above.

Michael J. Hickey, Jr., Clerk

Devlin Law Offices, L.L.C.

PH: 617-514-2828
Fax: 617-514-2825

jdevlin@devlinlawoffices.com
www.devlinlawoffices.com

RECEIVED

FEB 13 2018

February 13, 2018

BOARD OF SELECTMEN
NATICK, MA

Attn: Donna Donovan, License Administrator
Town of Natick
13 East Central Street
Natick, MA 01760

Via Federal Express

RE: Application for a New Annual Restaurant All Alcoholic Beverages License of Anthony's Coal Fired Pizza of Natick LLC (the "Applicant") d/b/a Anthony's Coal Fired Pizza, 881 Worcester Street, Natick, MA

Dear Ms. Donovan:

Enclosed please find the following documents with regard to the above-referenced application for New Annual Restaurant All Alcoholic Beverages Liquor License:

- 1) Proof of payment to the ABCC in the amount of \$200.
- 2) Municipal fee of \$250.
- 3) ABCC Online Application Forms, including:
 - a. Monetary Transmittal Form.
 - b. Retail Application.
 - c. Applicant's Statement.
 - d. Beneficial Interest and CORI Forms.
- 4) Certificate of Authorization naming Mark Rahall manager and authorizing the Manager, Ronald DiNella, to apply for the change of beneficial interest of the above-referenced liquor license.
- 5) LLC Documents – copy of Certificate of Organization.
- 6) Proof of Citizenship for the LLC Managers.
- 7) Source of Funds.
- 8) Loan Documents.
- 9) Lease.
- 10) Floorplan.

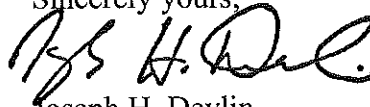
1 Harris Street
Suite 1

Clients/Anthony's-Natick/ABCC/Liquor Docs Natick
Newburyport, MA 01950

50 Congress Street
Suite 420
Boston, MA 02109

Thank you very much for your time and cooperation. If you have any questions or need additional information, please feel free to call me at extension 101.

Sincerely yours;

A handwritten signature in black ink, appearing to read "J. H. Devlin", written in a cursive style.

Joseph H. Devlin
Attorney at law

Enclosure

Mariel Cabot

From: dbobb@tre.state.ma.us
Sent: Tuesday, February 13, 2018 11:49 AM
To: Mariel Cabot
Subject: Commonwealth ABCC (no validation) authorized payment confirmation

This is an electronically generated acknowledgement of our receipt of your payment. Please print this message or save it on your computer.

Here is your payment information:

Customer Name: Anthony Coal Fired Natick LLC

Payment Date/Time: 2/13/2018 11:48:57 AM (ET)
Payment Amount: \$200.00

Method of Payment: Checking
Bank Account Number: ****5933
Bank Routing Number: 211371502
Name on Account: Devlin Law Offices L.L.C.

Payment Reference Number: 044003

Note: In most cases, your bank account will be debited in one to two business days.

Deron Bobb
(617) 727-3040 ext 23

APPLICATION AND FORMS



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

Print Form

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

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

ECRT CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA: \$200.00

(CHECK MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL)

CHECK NUMBER

IF USED EPAY, CONFIRMATION NUMBER

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

LICENSEE NAME

Anthony's Coal Fired Pizza of Natick LLC

ADDRESS

219 North Main Street

CITY/TOWN

Natick

STATE

MA

ZIP CODE

01760

TRANSACTION TYPE (Please check all relevant transactions):

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Cordials/Liqueurs Permit | <input type="checkbox"/> New Officer/Director | <input type="checkbox"/> Transfer of License |
| <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Issuance of Stock | <input type="checkbox"/> New Stockholder | <input type="checkbox"/> Transfer of Stock |
| <input type="checkbox"/> Change of License Type | <input type="checkbox"/> Management/Operating Agreement | <input type="checkbox"/> Pledge of Stock | <input type="checkbox"/> Wine & Malt to All Alcohol |
| <input type="checkbox"/> Change of Location | <input type="checkbox"/> More than (3) \$15 | <input type="checkbox"/> Pledge of License | <input type="checkbox"/> 6-Day to 7-Day License |
| <input type="checkbox"/> Change of Manager | <input checked="" type="checkbox"/> New License | <input type="checkbox"/> Seasonal to Annual | |
| <input type="checkbox"/> Other | <input type="text"/> | | |

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL FORM ALONG WITH THE
CHECK, COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

ALCOHOLIC BEVERAGES CONTROL COMMISSION

P. O. BOX 3396

BOSTON, MA 02241-3396



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

APPLICATION FOR A RETAIL ALCOHOLIC BEVERAGES LICENSE

Please complete this entire application, leaving no fields blank. If field does not apply to your situation, please write N/A.

1. NAME OF PROPOSED LICENSEE (Business Contact)

Anthony's Coal Fired Pizza of Natick LLC

This is the corporation or LLC which will hold the license, **not** the individual submitting this application. If you are applying for this license as a sole proprietor, not an LLC, corporation or other legal entity, you may enter your personal name here.

2. RETAIL APPLICATION INFORMATION

There are two ways to obtain an alcoholic beverages license in the Commonwealth of Massachusetts, either by obtaining an existing license through a transfer or by applying for a new license.

Are you applying for a new license ☒ New ☐ Transfer
or the transfer of an existing license?

If transferring, please indicate the
current ABCC license number you
are seeking to obtain:

If applying for a new license, are you applying for this license
pursuant to special legislation?

If transferring, by what method
is the license being transferred?

☐ Yes ☒ No

Chapter

Acts of

3. LICENSE INFORMATION / QUOTA CHECK

On/Off-Premises

City/Town

Natick

On-Premises

TYPE

\$12 Restaurant

CATEGORY

All Alcoholic Beverages

CLASS

Annual

4. APPLICATION CONTACT

The application contact is required and is the person who will be contacted with any questions regarding this application.

First Name:

Joseph

Middle:

H.

Last Name:

Devlin

Title:

Attorney

Primary Phone:

617-514-2828 ext. 101

Email:

jdevlin@devlinlawoffices.com

5. OWNERSHIP Please list all individuals or entities with a direct or indirect, beneficial or financial interest in this license.

An individual or entity has a direct beneficial interest in a license when the individual or entity owns or controls any part of the license. For example, if John Smith owns Smith LLC, a licensee, John Smith has a direct beneficial interest in the license.

An individual or entity has an indirect beneficial interest if the individual or entity has 1) any ownership interest in the license through an intermediary, no matter how removed from direct ownership, 2) any form of control over part of a license no matter how attenuated, or 3) otherwise benefits in any way from the license's operation. For Example, Jane Doe owns Doe Holding Company Inc., which is a shareholder of Doe LLC, the license holder. Jane Doe has an indirect interest in the license.

A. All individuals listed below are required to complete a Beneficial Interest Contact - Individual form.

B. All entities listed below are required to complete a Beneficial Interest Contact - Organization form.

C. Any individual with any ownership in this license and/or the proposed manager of record must complete a CORI Release Form.

Name	Title / Position	% Owned	Other Beneficial Interest
Anthony's Pizza Holding Company LLC	LLC Member	100%	
Wayne Jones	LLC Manager, President	0%	

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

5. OWNERSHIP (continued)

Name	Title / Position	% Owned	Other Beneficial Interest
Michelle Zavolta	LLC Manager, Sec.	0%	
Ronald DiNella	LLC Manager, Treas.	0%	0.09% upper-tier

6. PREMISES INFORMATION

Please enter the address where the alcoholic beverages are sold.

Premises Address

Street Number: Street Name: Unit:

City/Town: State: Zip Code:

Country:

Description of Premises

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

Floor Number	Square Footage	Number of Rooms	
1	2,938	11	

Patio/Deck/Outdoor Area Total Square Footage

Indoor Area Total Square Footage

Number of Entrances

Number of Exits

Proposed Seating Capacity

Proposed Occupancy

Occupancy of Premises

Please complete all fields in this section. Documentation showing proof of legal occupancy of the premises is required.

Please indicate by what right the applicant has to occupy the premises: Landlord Name:

Lease Beginning Term: Landlord Phone:

Lease Ending Term: Landlord Address:

Rent per Month:

Rent per Year:

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.

Please indicate if the terms of the lease include payments based on the sale of alcohol: ☐ Yes ☒ No

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

7. BUSINESS CONTACT

The Business Contact is the proposed licensee. If you are applying as a Sole Proprietor (the license will be held by an individual, not a business), you should use your own name as the entity name.

* Please see last page of application for required documents based on Legal Structure *

Entity Name:	Anthony's Coal Fired Pizza of Natick LLC	FEIN:	82-1565656
DBA:	Anthony's Coal Fired Pizza	Fax Number:	954-606-0243
Primary Phone:	954-618-2000	Email:	MarisaF@acfp.com
Alternative Phone:		Legal Structure of Entity	LLC

Business Address (Corporate Headquarters)

☐ Check here if your Business Address is the same as your Premises Address

Street Number:	200	Street Name:	W. Cypress Creek Rd., Ste. 220
City/Town:	Fort Lauderdale	State:	FL
Zip Code:	33309	Country:	USA

Mailing Address

☐ Check here if your Mailing Address is the same as your Premises Address

Street Number:	200	Street Name:	W. Cypress Creek Rd., Ste. 220
City/Town:	Fort Lauderdale	State:	FL
Zip Code:	33309	Country:	USA

Is the Entity a Massachusetts Corporation?

☒ Yes ☐ No

If no, is the Entity registered to do business in Massachusetts?

☐ Yes ☐ No

If no, state of incorporation

Other Beneficial Interest

Does the proposed licensee have a beneficial interest in any other Massachusetts Alcoholic Beverages Licenses? ☐ Yes ☒ No

If yes, please complete the following table.

Name of License	Type of License	License Number	Premises Address
n/a			

Prior Disciplinary Action:

Has any alcoholic beverages license owned by the proposed licensee ever been disciplined for an alcohol related violation?

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

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

7. MANAGER CONTACT

The Manager Contact is required and is the individual who will have day-to-day, operational control over the liquor license.

Salutation First Name Middle Name Last Name Suffix

Social Security Number Date of Birth

Primary Phone: Email:

Mobile Phone: Place of Employment

Alternative Phone: Fax Number

Citizenship / Residency / Background Information of Proposed Manager

Are you a U.S. Citizen? ☒ Yes ☐ No

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No
If yes, attach an affidavit that lists your convictions with an explanation for each

Have you ever been Manager of Record of a license to sell alcoholic beverages? ☐ Yes ☒ No

If yes, please list the licenses for which you are the current or proposed manager:

Do you have direct, indirect, or financial interest in this license? ☐ Yes ☒ No

If yes, percentage of interest

If yes, please indicate type of interest (check all that apply):

<input type="checkbox"/> Officer	<input type="checkbox"/> Sole Proprietor
<input type="checkbox"/> Stockholder	<input type="checkbox"/> LLC Manager
<input type="checkbox"/> LLC Member	<input type="checkbox"/> Director
<input type="checkbox"/> Partner	<input type="checkbox"/> Landlord
<input type="checkbox"/> Contractual	<input type="checkbox"/> Revenue Sharing
<input type="checkbox"/> Management Agreement	<input type="checkbox"/> Other

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

Employment Information of Proposed Manager

Please provide your employment history for the past 10 years

Date(s)	Position	Employer	Address	Phone
10/2017-Present	General Manager	Anthony's Coal Fired Pizza	881 Worcester Street, Natick, MA	
05/2015-09/2017	GM/Manager	Wahlburgers	600 Market St., Lynnfield, MA	
07/2013-05/2015	Manager	Framingham Beer Works	345 Cochituate Rd, Framingham, MA	
06/2012-07/2013	Bartender	JJ's Sports Bar and Grill	380 SW Cutoff, Northborough, MA	
09/2010-01/2012	Bartender	MacGregor's Tap Room	2205 Buffalo Road Rochester, NY	

Prior Disciplinary Action of Proposed Manager

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

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

ADDITIONAL SPACE

The following space is for any additional information you wish to supply or to clarify an answer you supplied in the application.

If referencing the application, please be sure to include the number of the question to which you are referring.

Manager Employment History (continued):

06/2008-09/2010: Head Bartender, Foster & Logan's Pub & Grill - 17 Broadway Ave S, Red Lodge, MT.

9. FINANCIAL INFORMATION

Associated Costs

A. Purchase Price for Building/Land	0
B. Purchase Price for any Business Assets	0
C. Costs of Renovations/Construction	625,000
D. Purchase Price of Inventory	0
E. Initial Start-Up Costs	0
F. Other (Please specify)	0
G. Total Cost (Add lines A-F)	625,000

Please provide information about the sources of cash and/or financing for this transaction

Source of Cash Investment

Name of Contributor	Amount of Contribution
Anthony's Pizza Holding	625,000
Company, Inc.	
Total	625,000

Source of Financing

Name of Lender	Amount	Does the lender hold an interest in any MA alcoholic beverages licenses?	If yes, please provide ABCC license number of lender
Total:			

10. PLEDGE INFORMATION

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

Please indicate what you are seeking to pledge (check all that apply)

☐ License ☐ Stock / Beneficial Interest ☐ Inventory

To whom is the pledge is being made:

Does the lender have a beneficial interest in this license?

☐ Yes ☐ No

Does the lease require a pledge of this license?

☐ Yes ☒ No

APPLICANT'S STATEMENT

I, Ronald DiNella the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP member
Authorized Signatory

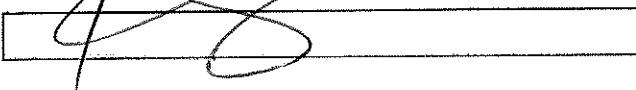
of Anthony's Coal Fired Pizza of Natick LLC, hereby submit this application for new license
Name of the Entity/Corporation Transaction(s) you are applying for

(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 statement 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 does not violate any requirement of the ABCC or other state law or local ordinances;
- (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 Application information 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.

Signature:



Date:

11/21/17

Title:

LLC Manager

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (Formerly known as a Personal Information Form)

Please complete a Beneficial Interest - Individual sheet for all individual(s) who have a direct or indirect beneficial interest, with or without ownership, in this license. This includes people with a financial interest and people without financial interest (i.e. board of directors for not-for-profit clubs). All individuals with direct or indirect financial interest must also submit a CORI Authorization Form.

An individual with direct beneficial interest is defined as someone who has interest directly in the proposed licensee. For example, if ABC Inc is the proposed licensee, all individuals with interest in ABC Inc are considered to have direct beneficial interest in ABC Inc (the proposed licensee).

An individual with indirect beneficial interest is defined as someone who has ownership in a parent level company of the proposed licensee. For example, if ABC Inc is the proposed licensee and is 100% owned by XYZ Inc, all individuals with interest in XYZ Inc are considered to have an indirect beneficial interest in ABC Inc (the proposed licensee).

Salutation		First Name	Ronald	Middle Name	Mark	Last Name	DiNella	Suffix	
Title:	Other		Social Security Number				Date of Birth		5/2/60
Primary Phone:	312-310-0470			Email:	MarisaF@acfp.com				
Mobile Phone:				Fax Number					
Alternative Phone:									

Business Address

Street Number:	200	Street Name:	W. Cypress Creek Rd., Ste. 220	
City/Town:	Fort Lauderdale	State:	FL	
Zip Code:	33309	Country:	USA	

Mailing Address

☒ Check here if your Mailing Address is the same as your Business Address

Street Number:		Street Name:		
City/Town:		State:		
Zip Code:		Country:		

Types of Interest (select all that apply)

<input type="checkbox"/> Contractual	<input type="checkbox"/> Director	<input type="checkbox"/> Landlord	<input type="checkbox"/> LLC Manager
<input type="checkbox"/> LLC Member	<input type="checkbox"/> Management Agreement	<input type="checkbox"/> Officer	
<input type="checkbox"/> Partner	<input type="checkbox"/> Revenue Sharing	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Stockholder
			<input checked="" type="checkbox"/> Other

Citizenship / Residency Information

Are you a U.S. Citizen? ☒ Yes ☐ No Are you a Massachusetts Resident? ☐ Yes ☒ No

Criminal History

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No If yes, please provide an affidavit explaining the charges.

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

Using the definition above, do you hold a direct ☐ Direct ☒ Indirect or indirect interest in the proposed licensee?

If you hold a direct beneficial interest in the proposed licensee, please list the % of interest you hold.

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table below.

Ownership / Interest

If you hold an indirect interest in the proposed licensee, please list the organization(s) you hold a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN
Cardboard Box LLC - 0.09%	47-5496274
See Exhibit A	

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest you have in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
Anthony's Coal Fired Pizza	\$12 On Premises	062400026	201 Constitution Avenue, Littleton
Anthony's Coal Fired Pizza	\$12 On Premises	080000222	180 Needham Street, Newton
Anthony's Coal Fired Pizza	\$12 On Premises	090200058	100028 SHOPS WAY, NORTHBOROUGH
Anthony's Coal Fired Pizza	\$12 On Premises	101600038	48 WALKERS BROOK DRIVE, READING
Anthony's Coal Fired Pizza	\$12 On Premises	145600013	119 UNIVERSITY AVENUE, WESTWOOD

Familial Beneficial Interest

Does any member of your immediate family have ownership interest in any other Massachusetts Alcoholic Beverages Licenses? Immediate family includes parents, siblings, spouse and spouse's parents. Please list below.

Relationship to You	ABCC License Number	Type of Interest (choose primary function)	Percentage of Interest

Prior Disciplinary Action

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

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

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (Formerly known as a Personal Information Form)

Please complete a Beneficial Interest - Individual sheet for all individual(s) who have a direct or indirect beneficial interest, with or without ownership, in this license. This includes people with a financial interest and people without financial interest (i.e. board of directors for not-for-profit clubs). All individuals with direct or indirect financial interest must also submit a CORI Authorization Form.

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An individual with indirect beneficial interest is defined as someone who has ownership in a parent level company of the proposed licensee. For example, if ABC Inc is the proposed licensee and is 100% owned by XYZ Inc, all individuals with interest in XYZ Inc are considered to have an indirect beneficial interest in ABC Inc (the proposed licensee).

Salutation		First Name	Wayne	Middle Name	Lamar	Last Name	Jones	Suffix	
Title:	Other		Social Security Number				Date of Birth		5/8/59
Primary Phone:	310-375-0390			Email:	waynej@acfp.com				
Mobile Phone:				Fax Number					
Alternative Phone:									

Business Address

Street Number:	200	Street Name:	W. Cypress Creek Rd., Ste. 220	
City/Town:	Fort Lauderdale	State:	FL	
Zip Code:	33309	Country:	USA	

Mailing Address

☒ Check here if your Mailing Address is the same as your Business Address

Street Number:		Street Name:		
City/Town:		State:		
Zip Code:		Country:		

Types of Interest (select all that apply)

<input type="checkbox"/> Contractual	<input type="checkbox"/> Director	<input type="checkbox"/> Landlord	<input type="checkbox"/> LLC Manager
<input type="checkbox"/> LLC Member	<input type="checkbox"/> Management Agreement	<input checked="" type="checkbox"/> Officer	
<input type="checkbox"/> Partner	<input type="checkbox"/> Revenue Sharing	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Stockholder
			<input type="checkbox"/> Other

Citizenship / Residency Information

Are you a U.S. Citizen? ☒ Yes ☐ No

Are you a Massachusetts Resident? ☐ Yes ☒ No

Criminal History

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

☐ Yes ☒ No

If yes, please provide an affidavit explaining the charges.

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

Using the definition above, do you hold a direct ☐ Direct ☒ Indirect or indirect interest in the proposed licensee?

If you hold a direct beneficial interest in the proposed licensee, please list the % of interest you hold.

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table below.

Ownership / Interest

If you hold an indirect interest in the proposed licensee, please list the organization(s) you hold a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest you have in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
Anthony's Coal Fired Pizza	\$12 On Premises	062400026	201 Constitution Avenue, Littleton
Anthony's Coal Fired Pizza	\$12 On Premises	080000222	180 Needham Street, Newton
Anthony's Coal Fired Pizza	\$12 On Premises	090200058	100028 SHOPS WAY, NORTHBOROUGH
Anthony's Coal Fired Pizza	\$12 On Premises	101600038	48 WALKERS BROOK DRIVE, READING
Anthony's Coal Fired Pizza	\$12 On Premises	145600013	119 UNIVERSITY AVENUE, WESTWOOD

Familial Beneficial Interest

Does any member of your immediate family have ownership interest in any other Massachusetts Alcoholic Beverages Licenses? Immediate family includes parents, siblings, spouse and spouse's parents. Please list below.

Relationship to You	ABCC License Number	Type of Interest (choose primary function)	Percentage of Interest
n/a			

Prior Disciplinary Action

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

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

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (Formerly known as a Personal Information Form)

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Salutation		First Name	Michelle	Middle Name	L.	Last Name	Zavolta	Suffix	
Title:	Other		Social Security Number				Date of Birth		6/1/76
Primary Phone:	404-219-6292			Email:	MichelleZ@acfp.com				
Mobile Phone:	404-219-6292			Fax Number					
Alternative Phone:	954-618-2015								

Business Address

Street Number:	200	Street Name:	W. Cypress Creek Rd., Ste. 220	
City/Town:	Fort Lauderdale	State:	FL	
Zip Code:	33309	Country:	USA	

Mailing Address

☒ Check here if your Mailing Address is the same as your Business Address

Street Number:		Street Name:		
City/Town:		State:		
Zip Code:		Country:		

Types of Interest (select all that apply)

<input type="checkbox"/> Contractual	<input type="checkbox"/> Director	<input type="checkbox"/> Landlord	<input type="checkbox"/> LLC Manager
<input type="checkbox"/> LLC Member	<input type="checkbox"/> Management Agreement	<input checked="" type="checkbox"/> Officer	
<input type="checkbox"/> Partner	<input type="checkbox"/> Revenue Sharing	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Stockholder
			<input type="checkbox"/> Other

Citizenship / Residency Information

Are you a U.S. Citizen? ☒ Yes ☐ No Are you a Massachusetts Resident? ☐ Yes ☒ No

Criminal History

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No If yes, please provide an affidavit explaining the charges.

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

Using the definition above, do you hold a direct ☐ Direct ☒ Indirect or indirect interest in the proposed licensee?

If you hold a direct beneficial interest in the proposed licensee, please list the % of interest you hold.

If you hold an Indirect beneficial Interest in this license, please complete the Ownership / Interest Table below.

Ownership / Interest

If you hold an indirect interest in the proposed licensee, please list the organization(s) you hold a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest you have in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
Anthony's Coal Fired Pizza	\$12 On Premises	062400026	201 Constitution Avenue, Littleton
Anthony's Coal Fired Pizza	\$12 On Premises	080000222	180 Needham Street, Newton
Anthony's Coal Fired Pizza	\$12 On Premises	090200058	100028 SHOPS WAY, NORTHBOROUGH
Anthony's Coal Fired Pizza	\$12 On Premises	101600038	48 WALKERS BROOK DRIVE, READING
Anthony's Coal Fired Pizza	\$12 On Premises	145600013	119 UNIVERSITY AVENUE, WESTWOOD

Familial Beneficial Interest

Does any member of your immediate family have ownership interest in any other Massachusetts Alcoholic Beverages Licenses? Immediate family includes parents, siblings, spouse and spouse's parents. Please list below.

Relationship to You	ABCC License Number	Type of Interest (choose primary function)	Percentage of Interest
n/a			

Prior Disciplinary Action

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

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

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (Formerly known as a Personal Information Form)

Please complete a Beneficial Interest - Individual sheet for all individual(s) who have a direct or indirect beneficial interest, with or without ownership, in this license. This includes people with a financial interest and people without financial interest (i.e. board of directors for not-for-profit clubs). All individuals with direct or indirect financial interest must also submit a CORI Authorization Form.

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An individual with indirect beneficial interest is defined as someone who has ownership in a parent level company of the proposed licensee. For example, if ABC Inc is the proposed licensee and is 100% owned by XYZ Inc, all individuals with interest in XYZ Inc are considered to have an indirect beneficial interest in ABC Inc (the proposed licensee).

Salutation		First Name	Michael	Middle Name	J.	Last Name	Hislop	Suffix	
Title:	Other		Social Security Number				Date of Birth		2/2/55
Primary Phone:	415.945.4217			Email:	mhislop@ilfo.com				
Mobile Phone:	415.760.3022			Fax Number					
Alternative Phone:	415.760.3022								

Business Address

Street Number:	770	Street Name:	Tamalpais Drive, Suite 400	
City/Town:	Corte Madera	State:	CA	
Zip Code:	94925	Country:	USA	

Mailing Address

☒ Check here if your Mailing Address is the same as your Business Address

Street Number:		Street Name:		
City/Town:		State:		
Zip Code:		Country:		

Types of Interest (select all that apply)

<input type="checkbox"/> Contractual	<input type="checkbox"/> Director	<input type="checkbox"/> Landlord	<input type="checkbox"/> LLC Manager
<input type="checkbox"/> LLC Member	<input type="checkbox"/> Management Agreement	<input type="checkbox"/> Officer	
<input type="checkbox"/> Partner	<input type="checkbox"/> Revenue Sharing	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Stockholder
			<input checked="" type="checkbox"/> Other

Citizenship / Residency Information

Are you a U.S. Citizen? ☒ Yes ☐ No Are you a Massachusetts Resident? ☐ Yes ☒ No

Criminal History

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No If yes, please provide an affidavit explaining the charges.

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

Using the definition above, do you hold a direct ☐ Direct ☒ Indirect or indirect interest in the proposed licensee?

If you hold a direct beneficial interest in the proposed licensee, please list the % of interest you hold.

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table below.

Ownership / Interest

If you hold an indirect interest in the proposed licensee, please list the organization(s) you hold a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN
Cardboard Box, LLC	47-5496274

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest you have in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
Anthony's Coal Fired Pizza	§12 On Premises	062400026	201 Constitution Avenue, Littleton
Anthony's Coal Fired Pizza	§12 On Premises	080000222	180 Needham Street, Newton
Anthony's Coal Fired Pizza	§12 On Premises	090200058	100028 SHOPS WAY, NORTHBOROUGH
Anthony's Coal Fired Pizza	§12 On Premises	101600038	48 WALKERS BROOK DRIVE, READING
Anthony's Coal Fired Pizza	§12 On Premises	145600013	119 UNIVERSITY AVENUE, WESTWOOD

Familial Beneficial Interest

Does any member of your immediate family have ownership interest in any other Massachusetts Alcoholic Beverages Licenses? Immediate family includes parents, siblings, spouse and spouse's parents. Please list below.

Relationship to You	ABCC License Number	Type of Interest (choose primary function)	Percentage of Interest
n/a			

Prior Disciplinary Action

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

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

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (Formerly known as a Personal Information Form)

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Salutation		First Name	Jay	Middle Name		Last Name	Takefman	Suffix	
Title:	Other		Social Security Number				Date of Birth		4/16/76
Primary Phone:	646-215-3527			Email:	MarisaF@acfp.com				
Mobile Phone:				Fax Number					
Alternative Phone:									

Business Address

Street Number:	200	Street Name:	W. Cypress Creek Rd., Ste. 220		
City/Town:	Fort Lauderdale		State:	FL	
Zip Code:	33309	Country:	USA		

Mailing Address

☒ Check here if your Mailing Address is the same as your Business Address

Street Number:		Street Name:			
City/Town:			State:		
Zip Code:		Country:			

Types of Interest (select all that apply)

- | | | | |
|--------------------------------------|---|--|---|
| <input type="checkbox"/> Contractual | <input type="checkbox"/> Director | <input type="checkbox"/> Landlord | <input type="checkbox"/> LLC Manager |
| <input type="checkbox"/> LLC Member | <input type="checkbox"/> Management Agreement | <input type="checkbox"/> Officer | |
| <input type="checkbox"/> Partner | <input type="checkbox"/> Revenue Sharing | <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Stockholder |
| | | | <input checked="" type="checkbox"/> Other |

Citizenship / Residency Information

Are you a U.S. Citizen? ☒ Yes ☐ No Are you a Massachusetts Resident? ☐ Yes ☒ No

Criminal History

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No If yes, please provide an affidavit explaining the charges.

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

Using the definition above, do you hold a direct ☐ Direct ☒ Indirect or indirect interest in the proposed licensee?

If you hold a direct beneficial interest in the proposed licensee, please list the % of interest you hold.

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table below.

Ownership / Interest

If you hold an indirect interest in the proposed licensee, please list the organization(s) you hold a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN
Quilvest Private Equity S.C.A., SICAR - Managing Partner	98-1239588
Cardboard Box LLC - Manager - 0%	47-5496274
See Exhibit A	

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest you have in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
Anthony's Coal Fired Pizza	\$12 On Premises	062400026	201 Constitution Avenue, Littleton
Anthony's Coal Fired Pizza	\$12 On Premises	080000222	180 Needham Street, Newton
Anthony's Coal Fired Pizza	\$12 On Premises	090200058	100028 SHOPS WAY, NORTHBOROUGH
Anthony's Coal Fired Pizza	\$12 On Premises	101600038	48 WALKERS BROOK DRIVE, READING
Anthony's Coal Fired Pizza	\$12 On Premises	145600013	119 UNIVERSITY AVENUE, WESTWOOD

Familial Beneficial Interest

Does any member of your immediate family have ownership interest in any other Massachusetts Alcoholic Beverages Licenses? Immediate family includes parents, siblings, spouse and spouse's parents. Please list below.

Relationship to You	ABCC License Number	Type of Interest (choose primary function)	Percentage of Interest

Prior Disciplinary Action

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

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

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (Formerly known as a Personal Information Form)

Please complete a Beneficial Interest - Individual sheet for all individual(s) who have a direct or indirect beneficial interest, with or without ownership, in this license. This includes people with a financial interest and people without financial interest (i.e. board of directors for not-for-profit clubs). All individuals with direct or indirect financial interest must also submit a CORI Authorization Form.

An individual with direct beneficial interest is defined as someone who has interest directly in the proposed licensee. For example, if ABC Inc is the proposed licensee, all individuals with interest in ABC Inc are considered to have direct beneficial interest in ABC Inc (the proposed licensee).

An individual with indirect beneficial interest is defined as someone who has ownership in a parent level company of the proposed licensee. For example, if ABC Inc is the proposed licensee and is 100% owned by XYZ Inc, all individuals with interest in XYZ Inc are considered to have an indirect beneficial interest in ABC Inc (the proposed licensee).

Salutation		First Name	Anthony	Middle Name		Last Name	Bruno	Suffix	
Title:	Other		Social Security Number					Date of Birth	6/14/62
Primary Phone:	954-565-4772			Email:	MarisaF@acfp.com				
Mobile Phone:				Fax Number					
Alternative Phone:									

Business Address

Street Number:	200	Street Name:	W. Cypress Creek Rd., Ste. 220	
City/Town:	Fort Lauderdale	State:	FL	
Zip Code:	33309	Country:	USA	

Mailing Address

☒ Check here if your Mailing Address is the same as your Business Address

Street Number:		Street Name:		
City/Town:		State:		
Zip Code:		Country:		

Types of Interest (select all that apply)

- | | | | |
|--------------------------------------|---|--|---|
| <input type="checkbox"/> Contractual | <input type="checkbox"/> Director | <input type="checkbox"/> Landlord | <input checked="" type="checkbox"/> LLC Manager |
| <input type="checkbox"/> LLC Member | <input type="checkbox"/> Management Agreement | | <input checked="" type="checkbox"/> Officer |
| <input type="checkbox"/> Partner | <input type="checkbox"/> Revenue Sharing | <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Stockholder |
| | | | <input type="checkbox"/> Other |

Citizenship / Residency Information

Are you a U.S. Citizen? ☒ Yes ☐ No Are you a Massachusetts Resident? ☐ Yes ☒ No

Criminal History

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No If yes, please provide an affidavit explaining the charges.

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

Using the definition above, do you hold a direct or indirect interest in the proposed licensee?

☐ Direct

☒ Indirect

If you hold a direct beneficial interest in the proposed licensee, please list the % of interest you hold.

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table below.

Ownership / Interest

If you hold an indirect interest in the proposed licensee, please list the organization(s) you hold a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN
Cardboard Box, LLC - Manager .13%	47-5496274
ACFP Investors, Inc. - 31%	45-4077220
See Exhibit A	

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest you have in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
Anthony's Coal Fired Pizza	\$12 On Premises	062400026	701 Constitution Avenue, Littleton
Anthony's Coal Fired Pizza	\$12 On Premises	080000222	180 Needham Street, Newton
Anthony's Coal Fired Pizza	\$12 On Premises	090200058	100028 SHOPS WAY, NORTHBOROUGH
Anthony's Coal Fired Pizza	\$12 On Premises	101600038	48 WALKERS BROOK DRIVE, READING
Anthony's Coal Fired Pizza	\$12 On Premises	145600013	119 UNIVERSITY AVENUE, WESTWOOD

Familial Beneficial Interest

Does any member of your immediate family have ownership interest in any other Massachusetts Alcoholic Beverages Licenses? Immediate family includes parents, siblings, spouse and spouse's parents. Please list below.

Relationship to You	ABCC License Number	Type of Interest (choose primary function)	Percentage of Interest

Prior Disciplinary Action

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

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

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (Formerly known as a Personal Information Form)

Please complete a Beneficial Interest - Individual sheet for all individual(s) who have a direct or indirect beneficial interest, with or without ownership, in this license. This includes people with a financial interest and people without financial interest (i.e. board of directors for not-for-profit clubs). All individuals with direct or indirect financial interest must also submit a CORI Authorization Form.

An individual with direct beneficial interest is defined as someone who has interest directly in the proposed licensee. For example, if ABC Inc is the proposed licensee, all individuals with interest in ABC Inc are considered to have direct beneficial interest in ABC Inc (the proposed licensee).

An individual with indirect beneficial interest is defined as someone who has ownership in a parent level company of the proposed licensee. For example, if ABC Inc is the proposed licensee and is 100% owned by XYZ Inc, all individuals with interest in XYZ Inc are considered to have an indirect beneficial interest in ABC Inc (the proposed licensee).

Salutation		First Name	PATRICK	Middle Name	F.	Last Name	Marzano	Suffix	
Title:	Other	Social Security Number		Date of Birth	12/3/47				
Primary Phone:	954-415-1657			Email:	MarisaF@acfp.com				
Mobile Phone:				Fax Number					
Alternative Phone:									

Business Address

Street Number:	200	Street Name:	W. Cypress Creek Rd., Ste. 220		
City/Town:	Fort Lauderdale	State:	FL		
Zip Code:	33309	Country:	USA		

Mailing Address

☒ Check here if your Mailing Address is the same as your Business Address

Street Number:		Street Name:			
City/Town:		State:			
Zip Code:		Country:			

Types of Interest (select all that apply)

<input type="checkbox"/> Contractual	<input type="checkbox"/> Director	<input type="checkbox"/> Landlord	<input checked="" type="checkbox"/> LLC Manager
<input type="checkbox"/> LLC Member	<input type="checkbox"/> Management Agreement	<input checked="" type="checkbox"/> Officer	
<input type="checkbox"/> Partner	<input type="checkbox"/> Revenue Sharing	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Stockholder
			<input checked="" type="checkbox"/> Other

Citizenship / Residency Information

Are you a U.S. Citizen? ☒ Yes ☐ No Are you a Massachusetts Resident? ☐ Yes ☒ No

Criminal History

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No If yes, please provide an affidavit explaining the charges.

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

Using the definition above, do you hold a direct ☒ Direct ☐ Indirect or indirect interest in the proposed licensee?

If you hold a direct beneficial interest in the proposed licensee, please list the % of interest you hold.

0%

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table below.

Ownership / Interest

If you hold an indirect interest in the proposed licensee, please list the organization(s) you hold a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN
Cardboard Box, LLC - Manager - 0.13%	47-5496274
ACFP Investors, Inc. - 14%	45-4077220
See Exhibit A	

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest you have in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
Anthony's Coal Fired Pizza	\$12 On Premises	062400026	201 Constitution Avenue, Littleton
Anthony's Coal Fired Pizza	\$12 On Premises	080000222	180 Needham Street, Newton
Anthony's Coal Fired Pizza	\$12 On Premises	090200058	100028 SHOPS WAY, NORTHBOROUGH
Anthony's Coal Fired Pizza	\$12 On Premises	101600038	48 WALKERS BROOK DRIVE, READING
Anthony's Coal Fired Pizza	\$12 On Premises	145600013	119 UNIVERSITY AVENUE, WESTWOOD

Familial Beneficial Interest

Does any member of your immediate family have ownership interest in any other Massachusetts Alcoholic Beverages Licenses? Immediate family includes parents, siblings, spouse and spouse's parents. Please list below.

Relationship to You	ABCC License Number	Type of Interest (choose primary function)	Percentage of Interest

Prior Disciplinary Action

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

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

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (Formerly known as a Personal Information Form)

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An individual with indirect beneficial interest is defined as someone who has ownership in a parent level company of the proposed licensee. For example, if ABC Inc is the proposed licensee and is 100% owned by XYZ Inc, all individuals with interest in XYZ Inc are considered to have an indirect beneficial interest in ABC Inc (the proposed licensee).

Salutation		First Name	Matthew	Middle Name	Eric	Last Name	Miclea	Suffix	
Title:	Other		Social Security Number				Date of Birth		6/30/1982
Primary Phone:	847-652-7704			Email:	mattm@vaultequity.com				
Mobile Phone:				Fax Number					
Alternative Phone:	203-274-4799								

Business Address

Street Number:	599	Street Name:	W. Putnam Ave.	
City/Town:	Greenwich	State:	CT	
Zip Code:	06830	Country:	USA	

Mailing Address

☒ Check here if your Mailing Address is the same as your Business Address

Street Number:		Street Name:		
City/Town:		State:		
Zip Code:		Country:		

Types of Interest (select all that apply)

- | | | | |
|--------------------------------------|---|--|---|
| <input type="checkbox"/> Contractual | <input type="checkbox"/> Director | <input type="checkbox"/> Landlord | <input type="checkbox"/> LLC Manager |
| <input type="checkbox"/> LLC Member | <input type="checkbox"/> Management Agreement | <input type="checkbox"/> Officer | |
| <input type="checkbox"/> Partner | <input type="checkbox"/> Revenue Sharing | <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Stockholder |
| | | | <input checked="" type="checkbox"/> Other |

Citizenship / Residency Information

Are you a U.S. Citizen? ☒ Yes ☐ No Are you a Massachusetts Resident? ☐ Yes ☒ No

Criminal History

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No If yes, please provide an affidavit explaining the charges.

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

Using the definition above, do you hold a direct ☐ Direct ☒ Indirect or indirect interest in the proposed licensee?

If you hold a direct beneficial interest in the proposed licensee, please list the % of interest you hold.

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table below.

Ownership / Interest

If you hold an indirect interest in the proposed licensee, please list the organization(s) you hold a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN
Cardboard Box, LLC - Manager 0%	47-5496274
See Exhibit A	

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest you have in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
Anthony's Coal Fired Pizza	\$12 On Premises	062400026	201 Constitution Avenue, Littleton
Anthony's Coal Fired Pizza	\$12 On Premises	080000222	180 Needham Street, Newton
Anthony's Coal Fired Pizza	\$12 On Premises	090200058	100028 SHOPS WAY, NORTHBOROUGH
Anthony's Coal Fired Pizza	\$12 On Premises	101600038	48 WALKERS BROOK DRIVE, READING
Anthony's Coal Fired Pizza	\$12 On Premises	145600013	119 UNIVERSITY AVENUE, WESTWOOD

Familial Beneficial Interest

Does any member of your immediate family have ownership interest in any other Massachusetts Alcoholic Beverages Licenses? Immediate family includes parents, siblings, spouse and spouse's parents. Please list below.

Relationship to You	ABCC License Number	Type of Interest (choose primary function)	Percentage of Interest
n/a			

Prior Disciplinary Action

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

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

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (Formerly known as a Personal Information Form)

Please complete a Beneficial Interest - Individual sheet for all individual(s) who have a direct or indirect beneficial interest, with or without ownership, in this license. This includes people with a financial interest and people without financial interest (i.e. board of directors for not-for-profit clubs). All individuals with direct or indirect financial interest must also submit a CORI Authorization Form.

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An individual with indirect beneficial interest is defined as someone who has ownership in a parent level company of the proposed licensee. For example, if ABC Inc is the proposed licensee and is 100% owned by XYZ Inc, all individuals with interest in XYZ Inc are considered to have an indirect beneficial interest in ABC Inc (the proposed licensee).

Salutation		First Name	Matthew	Middle Name	Zeluck	Last Name	Leeds	Suffix		
Title:	Other		Social Security Number					Date of Birth		1/26/83
Primary Phone:	818-388-9868			Email:	MarisaF@acfp.com					
Mobile Phone:				Fax Number						
Alternative Phone:										

Business Address

Street Number:	200	Street Name:	W. Cypress Creek Rd., Ste. 220		
City/Town:	Fort Lauderdale		State:	FL	
Zip Code:	33309		Country:	USA	

Mailing Address

☒ Check here if your Mailing Address is the same as your Business Address

Street Number:		Street Name:			
City/Town:			State:		
Zip Code:			Country:		

Types of Interest (select all that apply)

<input type="checkbox"/> Contractual	<input type="checkbox"/> Director	<input type="checkbox"/> Landlord	<input checked="" type="checkbox"/> LLC Manager
<input type="checkbox"/> LLC Member	<input type="checkbox"/> Management Agreement	<input type="checkbox"/> Officer	
<input type="checkbox"/> Partner	<input type="checkbox"/> Revenue Sharing	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Stockholder
			<input checked="" type="checkbox"/> Other

Citizenship / Residency Information

Are you a U.S. Citizen? ☒ Yes ☐ No

Are you a Massachusetts Resident? ☐ Yes ☒ No

Criminal History

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No

If yes, please provide an affidavit explaining the charges.

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

Using the definition above, do you hold a direct ☐ Direct ☒ Indirect or indirect interest in the proposed licensee?

If you hold a direct beneficial interest in the proposed licensee, please list the % of interest you hold.

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table below.

Ownership / Interest

If you hold an indirect interest in the proposed licensee, please list the organization(s) you hold a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN
Cardboard Box, LLC - Manager 0%	47-5496274
See Exhibit A	

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest you have in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
Anthony's Coal Fired Pizza	\$12 On Premises	062400026	201 Constitution Avenue, Littleton
Anthony's Coal Fired Pizza	\$12 On Premises	080000222	180 Needham Street, Newton
Anthony's Coal Fired Pizza	\$12 On Premises	090200058	100028 SHOPS WAY, NORTHBOROUGH
Anthony's Coal Fired Pizza	\$12 On Premises	101600038	48 WALKERS BROOK DRIVE, READING
Anthony's Coal Fired Pizza	\$12 On Premises	145600013	119 UNIVERSITY AVENUE, WESTWOOD

Familial Beneficial Interest

Does any member of your immediate family have ownership interest in any other Massachusetts Alcoholic Beverages Licenses? Immediate family includes parents, siblings, spouse and spouse's parents. Please list below.

Relationship to You	ABCC License Number	Type of Interest (choose primary function)	Percentage of Interest

Prior Disciplinary Action

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

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

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (Formerly known as a Personal Information Form)

Please complete a Beneficial Interest - Individual sheet for all individual(s) who have a direct or indirect beneficial interest, with or without ownership, in this license. This includes people with a financial interest and people without financial interest (i.e. board of directors for not-for-profit clubs). All individuals with direct or indirect financial interest must also submit a CORI Authorization Form.

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An individual with indirect beneficial interest is defined as someone who has ownership in a parent level company of the proposed licensee. For example, if ABC Inc is the proposed licensee and is 100% owned by XYZ Inc, all individuals with interest in XYZ Inc are considered to have an indirect beneficial interest in ABC Inc (the proposed licensee).

Salutation		First Name	Andrew	Middle Name	Craig	Last Name	Taub	Suffix	
Title:	Other		Social Security Number				Date of Birth		7/30/68
Primary Phone:	917-859-1794			Email:	MarisaF@acfp.com				
Mobile Phone:				Fax Number					
Alternative Phone:									

Business Address

Street Number:	200	Street Name:	W. Cypress Creek Rd., Ste. 220	
City/Town:	Fort Lauderdale	State:	FL	
Zip Code:	33309	Country:	USA	

Mailing Address

☒ Check here if your Mailing Address is the same as your Business Address

Street Number:		Street Name:		
City/Town:		State:		
Zip Code:		Country:		

Types of Interest (select all that apply)

- | | | | |
|--------------------------------------|---|--|---|
| <input type="checkbox"/> Contractual | <input type="checkbox"/> Director | <input type="checkbox"/> Landlord | <input checked="" type="checkbox"/> LLC Manager |
| <input type="checkbox"/> LLC Member | <input type="checkbox"/> Management Agreement | <input type="checkbox"/> Officer | |
| <input type="checkbox"/> Partner | <input type="checkbox"/> Revenue Sharing | <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Stockholder |
| | | | <input checked="" type="checkbox"/> Other |

Citizenship / Residency Information

Are you a U.S. Citizen? ☒ Yes ☐ No Are you a Massachusetts Resident? ☐ Yes ☒ No

Criminal History

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No If yes, please provide an affidavit explaining the charges.

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

Using the definition above, do you hold a direct ☐ Direct ☒ Indirect or indirect interest in the proposed licensee?

If you hold a direct beneficial interest in the proposed licensee, please list the % of interest you hold.

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table below.

Ownership / Interest

If you hold an indirect interest in the proposed licensee, please list the organization(s) you hold a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN
Cardboard Box LLC - Manager 0%	47-5496274
See Exhibit A	

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest you have in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
Anthony's Coal Fired Pizza	\$12 On Premises	062400026	201 Constitution Avenue, Littleton
Anthony's Coal Fired Pizza	\$12 On Premises	080000222	180 Needham Street, Newton
Anthony's Coal Fired Pizza	\$12 On Premises	090200058	100028 SHOPS WAY, NORTHBOROUGH
Anthony's Coal Fired Pizza	\$12 On Premises	101600038	48 WALKERS BROOK DRIVE, READING
Anthony's Coal Fired Pizza	\$12 On Premises	145600013	119 UNIVERSITY AVENUE, WESTWOOD

Familial Beneficial Interest

Does any member of your immediate family have ownership interest in any other Massachusetts Alcoholic Beverages Licenses? Immediate family includes parents, siblings, spouse and spouse's parents. Please list below.

Relationship to You	ABCC License Number	Type of Interest (choose primary function)	Percentage of Interest

Prior Disciplinary Action

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

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

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (Formerly known as a Personal Information Form)

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An individual with indirect beneficial interest is defined as someone who has ownership in a parent level company of the proposed licensee. For example, if ABC Inc is the proposed licensee and is 100% owned by XYZ Inc, all individuals with interest in XYZ Inc are considered to have an indirect beneficial interest in ABC Inc (the proposed licensee).

Salutation		First Name	Marc	Middle Name	Jay	Last Name	Pfeffer	Suffix	
Title:	Other		Social Security Number				Date of Birth		2/15/66
Primary Phone:	917-365-3609		Email:		MarisaF@acfp.com				
Mobile Phone:			Fax Number						
Alternative Phone:									

Business Address

Street Number:	200	Street Name:	W. Cypress Creek Rd., Ste. 220		
City/Town:	Fort Lauderdale	State:	FL		
Zip Code:	33309	Country:	USA		

Mailing Address

☒ Check here if your Mailing Address is the same as your Business Address

Street Number:		Street Name:			
City/Town:		State:			
Zip Code:		Country:			

Types of Interest (select all that apply)

- | | | | |
|--------------------------------------|---|--|---|
| <input type="checkbox"/> Contractual | <input type="checkbox"/> Director | <input type="checkbox"/> Landlord | <input type="checkbox"/> LLC Manager |
| <input type="checkbox"/> LLC Member | <input type="checkbox"/> Management Agreement | <input type="checkbox"/> Officer | |
| <input type="checkbox"/> Partner | <input type="checkbox"/> Revenue Sharing | <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Stockholder |
| | | | <input checked="" type="checkbox"/> Other |

Citizenship / Residency Information

Are you a U.S. Citizen? ☒ Yes ☐ No Are you a Massachusetts Resident? ☐ Yes ☒ No

Criminal History

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No If yes, please provide an affidavit explaining the charges.

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

Using the definition above, do you hold a direct ☐ Direct ☒ Indirect or indirect interest in the proposed licensee?

If you hold a direct beneficial interest in the proposed licensee, please list the % of interest you hold.

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table below.

Ownership / Interest

If you hold an indirect interest in the proposed licensee, please list the organization(s) you hold a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN
Cardboard Box LLC - 0.12%	47-5496274
See Exhibit A	

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest you have in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
Anthony's Coal Fired Pizza	\$12 On Premises	062400026	201 Constitution Avenue, Littleton
Anthony's Coal Fired Pizza	\$12 On Premises	080000222	180 Needham Street, Newton
Anthony's Coal Fired Pizza	\$12 On Premises	090200058	100028 SHOPS WAY, NORTHBOROUGH
Anthony's Coal Fired Pizza	\$12 On Premises	101600038	48 WALKERS BROOK DRIVE, READING
Anthony's Coal Fired Pizza	\$12 On Premises	145600013	119 UNIVERSITY AVENUE, WESTWOOD

Familial Beneficial Interest

Does any member of your immediate family have ownership interest in any other Massachusetts Alcoholic Beverages Licenses? Immediate family includes parents, siblings, spouse and spouse's parents. Please list below.

Relationship to You	ABCC License Number	Type of Interest (choose primary function)	Percentage of Interest

Prior Disciplinary Action

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

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

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (Formerly known as a Personal Information Form)

Please complete a Beneficial Interest - Individual sheet for all individual(s) who have a direct or indirect beneficial interest, with or without ownership, in this license. This includes people with a financial interest and people without financial interest (i.e. board of directors for not-for-profit clubs). All individuals with direct or indirect financial interest must also submit a CORI Authorization Form.

An individual with direct beneficial interest is defined as someone who has interest directly in the proposed licensee. For example, if ABC Inc is the proposed licensee, all individuals with interest in ABC Inc are considered to have direct beneficial interest in ABC Inc (the proposed licensee).

An individual with indirect beneficial interest is defined as someone who has ownership in a parent level company of the proposed licensee. For example, if ABC Inc is the proposed licensee and is 100% owned by XYZ Inc, all individuals with interest in XYZ Inc are considered to have an indirect beneficial interest in ABC Inc (the proposed licensee).

Salutation		First Name	Michelangelo	Middle Name		Last Name	Mozzicato	Suffix		
Title:	Other		Social Security Number				Date of Birth			1/29/72
Primary Phone:	954-415-1657			Email:			MarisaF@acfp.com			
Mobile Phone:				Fax Number						
Alternative Phone:										

Business Address

Street Number:	200	Street Name:	W. Cypress Creek Rd., Ste. 220		
City/Town:	Fort Lauderdale		State:	FL	
Zip Code:	33309		Country:	USA	

Mailing Address

☒ Check here if your Mailing Address is the same as your Business Address

Street Number:		Street Name:			
City/Town:			State:		
Zip Code:			Country:		

Types of Interest (select all that apply)

- | | | | |
|--------------------------------------|---|--|---|
| <input type="checkbox"/> Contractual | <input type="checkbox"/> Director | <input type="checkbox"/> Landlord | <input type="checkbox"/> LLC Manager |
| <input type="checkbox"/> LLC Member | <input type="checkbox"/> Management Agreement | <input type="checkbox"/> Officer | |
| <input type="checkbox"/> Partner | <input type="checkbox"/> Revenue Sharing | <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Stockholder |
| | | | <input checked="" type="checkbox"/> Other |

Citizenship / Residency Information

Are you a U.S. Citizen? ☒ Yes ☐ No Are you a Massachusetts Resident? ☐ Yes ☒ No

Criminal History

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No If yes, please provide an affidavit explaining the charges.

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

Using the definition above, do you hold a direct ☐ Direct ☒ Indirect or indirect interest in the proposed licensee?

If you hold a direct beneficial interest in the proposed licensee, please list the % of interest you hold.

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table below.

Ownership / Interest

If you hold an indirect interest in the proposed licensee, please list the organization(s) you hold a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN
ACFP Investors, Inc. - 14%	45-4077220
Cardboard Box, LLC - 0.13%	47-5496274
See Exhibit A	

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest you have in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
Anthony's Coal Fired Pizza	\$12 On Premises	062400026	201 Constitution Avenue, Littleton
Anthony's Coal Fired Pizza	\$12 On Premises	080000222	180 Needham Street, Newton
Anthony's Coal Fired Pizza	\$12 On Premises	090200058	100028 SHOPS WAY, NORTHBOROUGH
Anthony's Coal Fired Pizza	\$12 On Premises	101600038	48 WALKERS BROOK DRIVE, READING
Anthony's Coal Fired Pizza	\$12 On Premises	145600013	119 UNIVERSITY AVENUE, WESTWOOD

Familial Beneficial Interest

Does any member of your immediate family have ownership interest in any other Massachusetts Alcoholic Beverages Licenses? Immediate family includes parents, siblings, spouse and spouse's parents. Please list below.

Relationship to You	ABCC License Number	Type of Interest (choose primary function)	Percentage of Interest

Prior Disciplinary Action

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

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

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (Formerly known as a Personal Information Form)

Please complete a Beneficial Interest - Individual sheet for all individual(s) who have a direct or indirect beneficial interest, with or without ownership, in this license. This includes people with a financial interest and people without financial interest (i.e. board of directors for not-for-profit clubs). All individuals with direct or indirect financial interest must also submit a CORI Authorization Form.

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An individual with indirect beneficial interest is defined as someone who has ownership in a parent level company of the proposed licensee. For example, if ABC Inc is the proposed licensee and is 100% owned by XYZ Inc, all individuals with interest in XYZ Inc are considered to have an indirect beneficial interest in ABC Inc (the proposed licensee).

Salutation		First Name	James	Middle Name	Michael	Last Name	Chu	Suffix		
Title:	Other	Social Security Number					Date of Birth			5/1/58
Primary Phone:	203-918-4364				Email:	MarisaF@acfp.com				
Mobile Phone:					Fax Number					
Alternative Phone:										

Business Address

Street Number:	200	Street Name:	W. Cypress Creek Rd., Ste. 220
City/Town:	Fort Lauderdale	State:	FL
Zip Code:	33309	Country:	USA

Mailing Address

☒ Check here if your Mailing Address is the same as your Business Address

Street Number:		Street Name:	
City/Town:		State:	
Zip Code:		Country:	

Types of Interest (select all that apply)

- | | | | |
|--------------------------------------|---|--|---|
| <input type="checkbox"/> Contractual | <input type="checkbox"/> Director | <input type="checkbox"/> Landlord | <input type="checkbox"/> LLC Manager |
| <input type="checkbox"/> LLC Member | <input type="checkbox"/> Management Agreement | <input type="checkbox"/> Officer | |
| <input type="checkbox"/> Partner | <input type="checkbox"/> Revenue Sharing | <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Stockholder |
| | | | <input checked="" type="checkbox"/> Other |

Citizenship / Residency Information

Are you a U.S. Citizen? ☒ Yes ☐ No

Are you a Massachusetts Resident? ☐ Yes ☒ No

Criminal History

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No

If yes, please provide an affidavit explaining the charges.

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

Using the definition above, do you hold a direct ☐ Direct ☒ Indirect or indirect interest in the proposed licensee?

If you hold a direct beneficial interest in the proposed licensee, please list the % of interest you hold.

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table below.

Ownership / Interest

If you hold an indirect interest in the proposed licensee, please list the organization(s) you hold a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN
Catterton Funds - Managing Partner	n/a
See Exhibit A	

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest you have in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
Anthony's Coal Fired Pizza	\$12 On Premises	062400026	201 Constitution Avenue, Littleton
Anthony's Coal Fired Pizza	\$12 On Premises	080000222	180 Needham Street, Newton
Anthony's Coal Fired Pizza	\$12 On Premises	090200058	100028 SHOPS WAY, NORTHBOROUGH
Anthony's Coal Fired Pizza	\$12 On Premises	101600038	48 WALKERS BROOK DRIVE, READING
Anthony's Coal Fired Pizza	\$12 On Premises	145600013	119 UNIVERSITY AVENUE, WESTWOOD

Familial Beneficial Interest

Does any member of your immediate family have ownership interest in any other Massachusetts Alcoholic Beverages Licenses? Immediate family includes parents, siblings, spouse and spouse's parents. Please list below.

Relationship to You	ABCC License Number	Type of Interest (choose primary function)	Percentage of Interest

Prior Disciplinary Action

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

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

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (Formerly known as a Personal Information Form)

Please complete a Beneficial Interest - Individual sheet for all individual(s) who have a direct or indirect beneficial interest, with or without ownership, in this license. This includes people with a financial interest and people without financial interest (i.e. board of directors for not-for-profit clubs). All individuals with direct or indirect financial interest must also submit a CORI Authorization Form.

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An individual with indirect beneficial interest is defined as someone who has ownership in a parent level company of the proposed licensee. For example, if ABC Inc is the proposed licensee and is 100% owned by XYZ Inc, all individuals with interest in XYZ Inc are considered to have an indirect beneficial interest in ABC Inc (the proposed licensee).

Salutation		First Name	Scott	Middle Name	Arnold	Last Name	Dahnke	Suffix	
Title:	Other	Social Security Number				Date of Birth		5/30/65	
Primary Phone:				Email:	MarisaF@acfp.com				
Mobile Phone:				Fax Number					
Alternative Phone:									

Business Address

Street Number:	200	Street Name:	W. Cypress Creek Rd., Ste. 220	
City/Town:	Fort Lauderdale	State:	FL	
Zip Code:	33309	Country:	USA	

Mailing Address

☒ Check here if your Mailing Address is the same as your Business Address

Street Number:		Street Name:		
City/Town:		State:		
Zip Code:		Country:		

Types of Interest (select all that apply)

- | | | | |
|--------------------------------------|---|--|---|
| <input type="checkbox"/> Contractual | <input type="checkbox"/> Director | <input type="checkbox"/> Landlord | <input type="checkbox"/> LLC Manager |
| <input type="checkbox"/> LLC Member | <input type="checkbox"/> Management Agreement | <input type="checkbox"/> Officer | |
| <input type="checkbox"/> Partner | <input type="checkbox"/> Revenue Sharing | <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Stockholder |
| | | | <input checked="" type="checkbox"/> Other |

Citizenship / Residency Information

Are you a U.S. Citizen? ☒ Yes ☐ No Are you a Massachusetts Resident? ☐ Yes ☒ No

Criminal History

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No If yes, please provide an affidavit explaining the charges.

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

Using the definition above, do you hold a direct ☐ Direct ☒ Indirect or indirect interest in the proposed licensee?

If you hold a direct beneficial interest in the proposed licensee, please list the % of interest you hold.

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table below.

Ownership / Interest

If you hold an indirect interest in the proposed licensee, please list the organization(s) you hold a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN
Catterton Funds - Managing Partner	n/a
See Exhibit A	

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest you have in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
Anthony's Coal Fired Pizza	\$12 On Premises	062400026	201 Constitution Avenue, Littleton
Anthony's Coal Fired Pizza	\$12 On Premises	080000222	180 Needham Street, Newton
Anthony's Coal Fired Pizza	\$12 On Premises	090200058	100028 SHOPS WAY, NORTHBOROUGH
Anthony's Coal Fired Pizza	\$12 On Premises	101600038	48 WALKERS BROOK DRIVE, READING
Anthony's Coal Fired Pizza	\$12 On Premises	145600013	119 UNIVERSITY AVENUE, WESTWOOD

Familial Beneficial Interest

Does any member of your immediate family have ownership interest in any other Massachusetts Alcoholic Beverages Licenses? Immediate family includes parents, siblings, spouse and spouse's parents. Please list below.

Relationship to You	ABCC License Number	Type of Interest (choose primary function)	Percentage of Interest

Prior Disciplinary Action

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

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

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (Formerly known as a Personal Information Form)

Please complete a Beneficial Interest - Individual sheet for all individual(s) who have a direct or indirect beneficial interest, with or without ownership, in this license. This includes people with a financial interest and people without financial interest (i.e. board of directors for not-for-profit clubs). All individuals with direct or indirect financial interest must also submit a CORI Authorization Form.

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Salutation	<input type="text"/>	First Name	Marla	Middle Name	A.	Last Name	Delegal	Suffix	<input type="text"/>
Title:	<input type="text" value="Other"/>		Social Security Number		<input type="text"/>		Date of Birth		12/3/53
Primary Phone:	<input type="text" value="954-454-5754"/>			Email:	<input type="text" value="MarisaF@acfp.com"/>				
Mobile Phone:	<input type="text"/>			Fax Number	<input type="text"/>				
Alternative Phone:	<input type="text"/>								

Business Address

Street Number:	<input type="text" value="200"/>	Street Name:	<input type="text" value="W. Cypress Creek Rd., Ste. 220"/>	
City/Town:	<input type="text" value="Fort Lauderdale"/>		State:	<input type="text" value="FL"/>
Zip Code:	<input type="text" value="33309"/>	Country:	<input type="text" value="USA"/>	

Mailing Address

☒ Check here if your Mailing Address is the same as your Business Address

Street Number:	<input type="text"/>	Street Name:	<input type="text"/>	
City/Town:	<input type="text"/>		State:	<input type="text"/>
Zip Code:	<input type="text"/>	Country:	<input type="text"/>	

Types of Interest (select all that apply)

<input type="checkbox"/> Contractual	<input type="checkbox"/> Director	<input type="checkbox"/> Landlord	<input type="checkbox"/> LLC Manager
<input type="checkbox"/> LLC Member	<input type="checkbox"/> Management Agreement	<input type="checkbox"/> Officer	
<input type="checkbox"/> Partner	<input type="checkbox"/> Revenue Sharing	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Stockholder
			<input checked="" type="checkbox"/> Other

Citizenship / Residency Information

Are you a U.S. Citizen? ☒ Yes ☐ No Are you a Massachusetts Resident? ☐ Yes ☒ No

Criminal History

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No If yes, please provide an affidavit explaining the charges.

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

Using the definition above, do you hold a direct ☐ Direct ☒ Indirect or indirect interest in the proposed licensee?

If you hold a direct beneficial interest in the proposed licensee, please list the % of interest you hold.

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table below.

Ownership / Interest

If you hold an indirect interest in the proposed licensee, please list the organization(s) you hold a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN
Cardboard Box LLC - Rollover Shareholder - 0.14%	47-5496274
See Exhibit A	

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest you have in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
Anthony's Coal Fired Pizza	\$12 On Premises	062400026	201 Constitution Avenue, Littleton
Anthony's Coal Fired Pizza	\$12 On Premises	080000222	180 Needham Street, Newton
Anthony's Coal Fired Pizza	\$12 On Premises	090200058	100028 SHOPS WAY, NORTHBOROUGH
Anthony's Coal Fired Pizza	\$12 On Premises	101600038	48 WALKERS BROOK DRIVE, READING
Anthony's Coal Fired Pizza	\$12 On Premises	145600013	119 UNIVERSITY AVENUE, WESTWOOD

Familial Beneficial Interest

Does any member of your immediate family have ownership interest in any other Massachusetts Alcoholic Beverages Licenses? Immediate family includes parents, siblings, spouse and spouse's parents. Please list below.

Relationship to You	ABCC License Number	Type of Interest (choose primary function)	Percentage of Interest

Prior Disciplinary Action

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

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

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (Formerly known as a Personal Information Form)

Please complete a Beneficial Interest - Individual sheet for all individual(s) who have a direct or indirect beneficial interest, with or without ownership, in this license. This includes people with a financial interest and people without financial interest (i.e. board of directors for not-for-profit clubs). All individuals with direct or indirect financial interest must also submit a CORI Authorization Form.

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An individual with indirect beneficial interest is defined as someone who has ownership in a parent level company of the proposed licensee. For example, if ABC Inc is the proposed licensee and is 100% owned by XYZ Inc, all individuals with interest in XYZ Inc are considered to have an indirect beneficial interest in ABC Inc (the proposed licensee).

Salutation	<input type="text"/>	First Name	Nicholas	Middle Name	<input type="text"/>	Last Name	Castaldo	Suffix	<input type="text"/>
Title:	<input type="text" value="Other"/>		Social Security Number		<input type="text"/>		Date of Birth		6/29/51
Primary Phone:	<input type="text" value="954-253-3278"/>		Email:		<input type="text" value="MarisaF@acfp.com"/>				
Mobile Phone:	<input type="text"/>		Fax Number		<input type="text"/>				
Alternative Phone:	<input type="text"/>								

Business Address

Street Number:	<input type="text" value="200"/>	Street Name:	<input type="text" value="W. Cypress Creek Rd., Ste. 220"/>
City/Town:	<input type="text" value="Fort Lauderdale"/>	State:	<input type="text" value="FL"/>
Zip Code:	<input type="text" value="33309"/>	Country:	<input type="text" value="USA"/>

Mailing Address

☒ Check here if your Mailing Address is the same as your Business Address

Street Number:	<input type="text"/>	Street Name:	<input type="text"/>
City/Town:	<input type="text"/>	State:	<input type="text"/>
Zip Code:	<input type="text"/>	Country:	<input type="text"/>

Types of Interest (select all that apply)

- | | | | |
|--------------------------------------|---|---|---|
| <input type="checkbox"/> Contractual | <input type="checkbox"/> Director | <input type="checkbox"/> Landlord | <input checked="" type="checkbox"/> LLC Manager |
| <input type="checkbox"/> LLC Member | <input type="checkbox"/> Management Agreement | <input checked="" type="checkbox"/> Officer | |
| <input type="checkbox"/> Partner | <input type="checkbox"/> Revenue Sharing | <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Stockholder |
| | | | <input type="checkbox"/> Other |

Citizenship / Residency Information

Are you a U.S. Citizen? ☒ Yes ☐ No Are you a Massachusetts Resident? ☐ Yes ☒ No

Criminal History

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No If yes, please provide an affidavit explaining the charges.

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

Using the definition above, do you hold a direct ☐ Direct ☒ Indirect or indirect interest in the proposed licensee?

If you hold a direct beneficial interest in the proposed licensee, please list the % of interest you hold.

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table below.

Ownership / Interest

If you hold an indirect interest in the proposed licensee, please list the organization(s) you hold a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN
ACFP Investors, Inc. - 14%	45-4077220
Carboard Box, LLC - 0.13%	47-5496274
See Exhibit A	

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest you have in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
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Anthony's Coal Fired Pizza	\$12 On Premises	080000222	180 Needham Street, Newton
Anthony's Coal Fired Pizza	\$12 On Premises	090200058	100028 SHOPS WAY, NORTHBOROUGH
Anthony's Coal Fired Pizza	\$12 On Premises	101600038	48 WALKERS BROOK DRIVE, READING
Anthony's Coal Fired Pizza	\$12 On Premises	145600013	119 UNIVERSITY AVENUE, WESTWOOD

Familial Beneficial Interest

Does any member of your immediate family have ownership interest in any other Massachusetts Alcoholic Beverages Licenses? Immediate family includes parents, siblings, spouse and spouse's parents. Please list below.

Relationship to You	ABCC License Number	Type of Interest (choose primary function)	Percentage of Interest

Prior Disciplinary Action

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

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

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (Formerly known as a Personal Information Form)

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Salutation		First Name	SAMUEL	Middle Name	G.	Last Name	Weiss	Suffix	
Title:	Other		Social Security Number				Date of Birth		6/25/49
Primary Phone:	561-337-6869			Email:	MarisaF@acfp.com				
Mobile Phone:				Fax Number					
Alternative Phone:									

Business Address

Street Number:	200	Street Name:	W. Cypress Creek Rd., Ste. 220	
City/Town:	Fort Lauderdale	State:	FL	
Zip Code:	33309	Country:	USA	

Mailing Address

☒ Check here if your Mailing Address is the same as your Business Address

Street Number:		Street Name:		
City/Town:		State:		
Zip Code:		Country:		

Types of Interest (select all that apply)

- | | | | |
|--------------------------------------|---|--|---|
| <input type="checkbox"/> Contractual | <input type="checkbox"/> Director | <input type="checkbox"/> Landlord | <input checked="" type="checkbox"/> LLC Manager |
| <input type="checkbox"/> LLC Member | <input type="checkbox"/> Management Agreement | | <input checked="" type="checkbox"/> Officer |
| <input type="checkbox"/> Partner | <input type="checkbox"/> Revenue Sharing | <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Stockholder |
| | | | <input checked="" type="checkbox"/> Other |

Citizenship / Residency Information

Are you a U.S. Citizen? ☒ Yes ☐ No Are you a Massachusetts Resident? ☐ Yes ☒ No

Criminal History

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No If yes, please provide an affidavit explaining the charges.

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

Using the definition above, do you hold a direct ☒ Direct ☐ Indirect or indirect interest in the proposed licensee?

If you hold a direct beneficial interest in the proposed licensee, please list the % of interest you hold.

0%

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table below.

Ownership / Interest

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Name of Beneficial Interest - Organization	FEIN
Cardboard Box LLC - 0.13%	47-5496274
ACFP Investors, Inc. - 6.5%	45-4077220
See Exhibit A	

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest you have in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
Anthony's Coal Fired Pizza	\$12 On Premises	062400026	201 Constitution Avenue, Littleton
Anthony's Coal Fired Pizza	\$12 On Premises	080000222	180 Needham Street, Newton
Anthony's Coal Fired Pizza	\$12 On Premises	090200058	100028 SHOPS WAY, NORTHBOROUGH
Anthony's Coal Fired Pizza	\$12 On Premises	101600038	48 WALKERS BROOK DRIVE, READING
Anthony's Coal Fired Pizza	\$12 On Premises	145600013	119 UNIVERSITY AVENUE, WESTWOOD

Familial Beneficial Interest

Does any member of your immediate family have ownership interest in any other Massachusetts Alcoholic Beverages Licenses? Immediate family includes parents, siblings, spouse and spouse's parents. Please list below.

Relationship to You	ABCC License Number	Type of Interest (choose primary function)	Percentage of Interest

Prior Disciplinary Action

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

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

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (Formerly known as a Personal Information Form)

Please complete a Beneficial Interest - Individual sheet for all individual(s) who have a direct or indirect beneficial interest, with or without ownership, in this license. This includes people with a financial interest and people without financial interest (i.e. board of directors for not-for-profit clubs). All individuals with direct or indirect financial interest must also submit a CORI Authorization Form.

An individual with direct beneficial interest is defined as someone who has interest directly in the proposed licensee. For example, if ABC Inc is the proposed licensee, all individuals with interest in ABC Inc are considered to have direct beneficial interest in ABC Inc (the proposed licensee).

An individual with indirect beneficial interest is defined as someone who has ownership in a parent level company of the proposed licensee. For example, if ABC Inc is the proposed licensee and is 100% owned by XYZ Inc, all individuals with interest in XYZ Inc are considered to have an indirect beneficial interest in ABC Inc (the proposed licensee).

Salutation		First Name	Daniel	Middle Name	C.	Last Name	Marino, Jr.	Suffix	
Title:	Other		Social Security Number				Date of Birth		9/15/61
Primary Phone:			Email:		MarisaF@acfp.com				
Mobile Phone:			Fax Number						
Alternative Phone:									

Business Address

Street Number:	200	Street Name:	W. Cypress Creek Rd., Ste. 220	
City/Town:	Fort Lauderdale	State:	FL	
Zip Code:	33309	Country:	USA	

Mailing Address

☒ Check here if your Mailing Address is the same as your Business Address

Street Number:		Street Name:		
City/Town:		State:		
Zip Code:		Country:		

Types of Interest (select all that apply)

- | | | | |
|--------------------------------------|---|--|---|
| <input type="checkbox"/> Contractual | <input type="checkbox"/> Director | <input type="checkbox"/> Landlord | <input type="checkbox"/> LLC Manager |
| <input type="checkbox"/> LLC Member | <input type="checkbox"/> Management Agreement | <input type="checkbox"/> Officer | |
| <input type="checkbox"/> Partner | <input type="checkbox"/> Revenue Sharing | <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Stockholder |
| | | | <input checked="" type="checkbox"/> Other |

Citizenship / Residency Information

Are you a U.S. Citizen? ☒ Yes ☐ No Are you a Massachusetts Resident? ☐ Yes ☒ No

Criminal History

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No If yes, please provide an affidavit explaining the charges.

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

Using the definition above, do you hold a direct ☐ Direct ☒ Indirect or indirect interest in the proposed licensee?

If you hold a direct beneficial interest in the proposed licensee, please list the % of interest you hold.

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table below.

Ownership / Interest

If you hold an indirect interest in the proposed licensee, please list the organization(s) you hold a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN
Cardboard Box, LLC - 0.33%	47-5496274
ACFP Investors, Inc. - 6.5%	45-4077220
See Exhibit A	

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest you have in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
Anthony's Coal Fired Pizza	\$12 On Premises	062400026	201 Constitution Avenue, Littleton
Anthony's Coal Fired Pizza	\$12 On Premises	080000222	180 Needham Street, Newton
Anthony's Coal Fired Pizza	\$12 On Premises	090200058	100028 SHOPS WAY, NORTHBOROUGH
Anthony's Coal Fired Pizza	\$12 On Premises	101600038	48 WALKERS BROOK DRIVE, READING
Anthony's Coal Fired Pizza	\$12 On Premises	145600013	119 UNIVERSITY AVENUE, WESTWOOD

Familial Beneficial Interest

Does any member of your immediate family have ownership interest in any other Massachusetts Alcoholic Beverages Licenses? Immediate family includes parents, siblings, spouse and spouse's parents. Please list below.

Relationship to You	ABCC License Number	Type of Interest (choose primary function)	Percentage of Interest

Prior Disciplinary Action

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

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

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (Formerly known as a Personal Information Form)

Please complete a Beneficial Interest - Individual sheet for all individual(s) who have a direct or indirect beneficial interest, with or without ownership, in this license. This includes people with a financial interest and people without financial interest (i.e. board of directors for not-for-profit clubs). All individuals with direct or indirect financial interest must also submit a CORI Authorization Form.

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Salutation	<input type="text"/>	First Name	Christopher	Middle Name	<input type="text"/>	Last Name	Fusaro	Suffix	<input type="text"/>
Title:	<input type="text" value="Other"/>		Social Security Number		<input type="text"/>		Date of Birth		6/20/79
Primary Phone:	<input type="text"/>		Email:		<input type="text" value="MarisaF@acfp.com"/>				
Mobile Phone:	<input type="text"/>		Fax Number		<input type="text"/>				
Alternative Phone:	<input type="text"/>								

Business Address

Street Number:	<input type="text" value="200"/>	Street Name:	<input type="text" value="W. Cypress Creek Rd., Ste. 220"/>
City/Town:	<input type="text" value="Fort Lauderdale"/>	State:	<input type="text" value="FL"/>
Zip Code:	<input type="text" value="33309"/>	Country:	<input type="text" value="USA"/>

Mailing Address

☒ Check here if your Mailing Address is the same as your Business Address

Street Number:	<input type="text"/>	Street Name:	<input type="text"/>
City/Town:	<input type="text"/>	State:	<input type="text"/>
Zip Code:	<input type="text"/>	Country:	<input type="text"/>

Types of Interest (select all that apply)

- | | | | |
|--------------------------------------|---|--|---|
| <input type="checkbox"/> Contractual | <input type="checkbox"/> Director | <input type="checkbox"/> Landlord | <input type="checkbox"/> LLC Manager |
| <input type="checkbox"/> LLC Member | <input type="checkbox"/> Management Agreement | <input type="checkbox"/> Officer | |
| <input type="checkbox"/> Partner | <input type="checkbox"/> Revenue Sharing | <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Stockholder |
| | | | <input checked="" type="checkbox"/> Other |

Citizenship / Residency Information

Are you a U.S. Citizen? ☒ Yes ☐ No

Are you a Massachusetts Resident? ☐ Yes ☒ No

Criminal History

Have you ever been convicted of a state, federal, or military crime? ☒ Yes ☐ No

If yes, please provide an affidavit explaining the charges.

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

Using the definition above, do you hold a direct ☐ Direct ☒ Indirect or indirect interest in the proposed licensee?

If you hold a direct beneficial interest in the proposed licensee, please list the % of interest you hold.

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table below.

Ownership / Interest

If you hold an indirect interest in the proposed licensee, please list the organization(s) you hold a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN
Cardboard Box, LLC - 0.1%	47-5496274
FC Pizza, LLC - 100%	27-1200570
See Exhibit A	

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest you have in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
Anthony's Coal Fired Pizza	\$12 On Premises	062400026	201 Constitution Avenue, Littleton
Anthony's Coal Fired Pizza	\$12 On Premises	080000222	180 Needham Street, Newton
Anthony's Coal Fired Pizza	\$12 On Premises	090200058	100028 SHOPS WAY, NORTHBOROUGH
Anthony's Coal Fired Pizza	\$12 On Premises	101600038	48 WALKERS BROOK DRIVE, READING
Anthony's Coal Fired Pizza	\$12 On Premises	145600013	119 UNIVERSITY AVENUE, WESTWOOD

Familial Beneficial Interest

Does any member of your immediate family have ownership interest in any other Massachusetts Alcoholic Beverages Licenses? Immediate family includes parents, siblings, spouse and spouse's parents. Please list below.

Relationship to You	ABCC License Number	Type of Interest (choose primary function)	Percentage of Interest

Prior Disciplinary Action

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

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

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (Formerly known as a Personal Information Form)

Please complete a Beneficial Interest - Individual sheet for all individual(s) who have a direct or indirect beneficial interest, with or without ownership, in this license. This includes people with a financial interest and people without financial interest (i.e. board of directors for not-for-profit clubs). All individuals with direct or indirect financial interest must also submit a CORI Authorization Form.

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An individual with indirect beneficial interest is defined as someone who has ownership in a parent level company of the proposed licensee. For example, if ABC Inc is the proposed licensee and is 100% owned by XYZ Inc, all individuals with interest in XYZ Inc are considered to have an indirect beneficial interest in ABC Inc (the proposed licensee).

Salutation		First Name	Charles	Middle Name	E.	Last Name	Locke, Jr.	Suffix	
Title:	Other	Social Security Number				Date of Birth		2/23/68	
Primary Phone:	954-439-4528		Email:	MarisaF@acfp.com					
Mobile Phone:			Fax Number						
Alternative Phone:									

Business Address

Street Number:	200	Street Name:	W. Cypress Creek Rd., Ste. 220		
City/Town:	Fort Lauderdale	State:	FL		
Zip Code:	33309	Country:	USA		

Mailing Address

☒ Check here if your Mailing Address is the same as your Business Address

Street Number:		Street Name:			
City/Town:		State:			
Zip Code:		Country:			

Types of Interest (select all that apply)

- | | | | |
|--------------------------------------|---|--|---|
| <input type="checkbox"/> Contractual | <input type="checkbox"/> Director | <input type="checkbox"/> Landlord | <input type="checkbox"/> LLC Manager |
| <input type="checkbox"/> LLC Member | <input type="checkbox"/> Management Agreement | <input type="checkbox"/> Officer | |
| <input type="checkbox"/> Partner | <input type="checkbox"/> Revenue Sharing | <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Stockholder |
| | | | <input checked="" type="checkbox"/> Other |

Citizenship / Residency Information

Are you a U.S. Citizen? ☒ Yes ☐ No

Are you a Massachusetts Resident? ☐ Yes ☒ No

Criminal History

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No

If yes, please provide an affidavit explaining the charges.

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

Using the definition above, do you hold a direct ☐ Direct ☒ Indirect or indirect interest in the proposed licensee?

If you hold a direct beneficial interest in the proposed licensee, please list the % of interest you hold.

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table below.

Ownership / Interest

If you hold an indirect interest in the proposed licensee, please list the organization(s) you hold a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN
Cardboard Box LLC - 0.17%	47-5496274
See Exhibit A	

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest you have in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
Anthony's Coal Fired Pizza	\$12 On Premises	062400026	201 Constitution Avenue, Littleton
Anthony's Coal Fired Pizza	\$12 On Premises	080000222	180 Needham Street, Newton
Anthony's Coal Fired Pizza	\$12 On Premises	090200058	100028 SHOPS WAY, NORTHBOROUGH
Anthony's Coal Fired Pizza	\$12 On Premises	101600038	48 WALKERS BROOK DRIVE, READING
Anthony's Coal Fired Pizza	\$12 On Premises	145600013	119 UNIVERSITY AVENUE, WESTWOOD

Familial Beneficial Interest

Does any member of your immediate family have ownership interest in any other Massachusetts Alcoholic Beverages Licenses? Immediate family includes parents, siblings, spouse and spouse's parents. Please list below.

Relationship to You	ABCC License Number	Type of Interest (choose primary function)	Percentage of Interest

Prior Disciplinary Action

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

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

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (Formerly known as a Personal Information Form)

Please complete a Beneficial Interest - Individual sheet for all individual(s) who have a direct or indirect beneficial interest, with or without ownership, in this license. This includes people with a financial interest and people without financial interest (i.e. board of directors for not-for-profit clubs). All individuals with direct or indirect financial interest must also submit a CORI Authorization Form.

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Salutation		First Name	Shannon	Middle Name		Last Name	Achillarre	Suffix	
Title:	Other		Social Security Number				Date of Birth		2/2/78
Primary Phone:	954-650-9795			Email:	MarisaF@acfp.com				
Mobile Phone:				Fax Number					
Alternative Phone:									

Business Address

Street Number:	200	Street Name:	W. Cypress Creek Rd., Ste. 220	
City/Town:	Fort Lauderdale	State:	FL	
Zip Code:	33309	Country:	USA	

Mailing Address

☒ Check here if your Mailing Address is the same as your Business Address

Street Number:		Street Name:		
City/Town:		State:		
Zip Code:		Country:		

Types of Interest (select all that apply)

<input type="checkbox"/> Contractual	<input type="checkbox"/> Director	<input type="checkbox"/> Landlord	<input type="checkbox"/> LLC Manager
<input type="checkbox"/> LLC Member	<input type="checkbox"/> Management Agreement	<input type="checkbox"/> Officer	
<input type="checkbox"/> Partner	<input type="checkbox"/> Revenue Sharing	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Stockholder
			<input checked="" type="checkbox"/> Other

Citizenship / Residency Information

Are you a U.S. Citizen? ☒ Yes ☐ No Are you a Massachusetts Resident? ☐ Yes ☒ No

Criminal History

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No If yes, please provide an affidavit explaining the charges.

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

Using the definition above, do you hold a direct ☐ Direct ☒ Indirect or indirect interest in the proposed licensee?

If you hold a direct beneficial interest in the proposed licensee, please list the % of interest you hold.

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table below.

Ownership / Interest

If you hold an indirect interest in the proposed licensee, please list the organization(s) you hold a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN
Cardboard Box LLC - 0.03%	47-549627 ¹
See Exhibit A	

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest you have in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
Anthony's Coal Fired Pizza	\$12 On Premises	062400026	201 Constitution Avenue, Littleton
Anthony's Coal Fired Pizza	\$12 On Premises	080000222	180 Needham Street, Newton
Anthony's Coal Fired Pizza	\$12 On Premises	090200058	100028 SHOPS WAY, NORTHBOROUGH
Anthony's Coal Fired Pizza	\$12 On Premises	101600038	48 WALKERS BROOK DRIVE, READING
Anthony's Coal Fired Pizza	\$12 On Premises	145600013	119 UNIVERSITY AVENUE, WESTWOOD

Familial Beneficial Interest

Does any member of your immediate family have ownership interest in any other Massachusetts Alcoholic Beverages Licenses? Immediate family includes parents, siblings, spouse and spouse's parents. Please list below.

Relationship to You	ABCC License Number	Type of Interest (choose primary function)	Percentage of Interest

Prior Disciplinary Action

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

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

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (Formerly known as a Personal Information Form)

Please complete a Beneficial Interest - Individual sheet for all individual(s) who have a direct or indirect beneficial interest, with or without ownership, in this license. This includes people with a financial interest and people without financial interest (i.e. board of directors for not-for-profit clubs). All individuals with direct or indirect financial interest must also submit a CORI Authorization Form.

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An individual with indirect beneficial interest is defined as someone who has ownership in a parent level company of the proposed licensee. For example, if ABC Inc is the proposed licensee and is 100% owned by XYZ Inc, all individuals with interest in XYZ Inc are considered to have an indirect beneficial interest in ABC Inc (the proposed licensee).

Salutation		First Name	Rodney	Middle Name		Last Name	Guinn	Suffix	
Title:	Other		Social Security Number				Date of Birth		6/6/52
Primary Phone:	505-828-4434			Email:	MarisaF@acfp.com				
Mobile Phone:				Fax Number					
Alternative Phone:									

Business Address

Street Number:	200	Street Name:	W. Cypress Creek Rd., Ste. 220	
City/Town:	Fort Lauderdale		State:	FL
Zip Code:	33309	Country:	USA	

Mailing Address

☒ Check here if your Mailing Address is the same as your Business Address

Street Number:		Street Name:		
City/Town:		State:		
Zip Code:		Country:		

Types of Interest (select all that apply)

- | | | | |
|--------------------------------------|---|--|---|
| <input type="checkbox"/> Contractual | <input type="checkbox"/> Director | <input type="checkbox"/> Landlord | <input type="checkbox"/> LLC Manager |
| <input type="checkbox"/> LLC Member | <input type="checkbox"/> Management Agreement | <input type="checkbox"/> Officer | |
| <input type="checkbox"/> Partner | <input type="checkbox"/> Revenue Sharing | <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Stockholder |
| | | | <input checked="" type="checkbox"/> Other |

Citizenship / Residency Information

Are you a U.S. Citizen? ☒ Yes ☐ No Are you a Massachusetts Resident? ☐ Yes ☒ No

Criminal History

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No If yes, please provide an affidavit explaining the charges.

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

Using the definition above, do you hold a direct ☐ Direct ☒ Indirect or indirect interest in the proposed licensee?

If you hold a direct beneficial interest in the proposed licensee, please list the % of interest you hold.

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table below.

Ownership / Interest

If you hold an indirect interest in the proposed licensee, please list the organization(s) you hold a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN
Cardboard Box, LLC - Rollover Shareholder - 0.04%	47-5496274
See Exhibit A	

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest you have in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
Anthony's Coal Fired Pizza	\$12 On Premises	062400026	201 Constitution Avenue, Littleton
Anthony's Coal Fired Pizza	\$12 On Premises	080000222	180 Needham Street, Newton
Anthony's Coal Fired Pizza	\$12 On Premises	090200058	100028 SHOPS WAY, NORTHBOROUGH
Anthony's Coal Fired Pizza	\$12 On Premises	101600038	48 WALKERS BROOK DRIVE, READING
Anthony's Coal Fired Pizza	\$12 On Premises	145600013	119 UNIVERSITY AVENUE, WESTWOOD

Familial Beneficial Interest

Does any member of your immediate family have ownership interest in any other Massachusetts Alcoholic Beverages Licenses? Immediate family includes parents, siblings, spouse and spouse's parents. Please list below.

Relationship to You	ABCC License Number	Type of Interest (choose primary function)	Percentage of Interest

Prior Disciplinary Action

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

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

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (Formerly known as a Personal Information Form)

Please complete a Beneficial Interest - Individual sheet for all individual(s) who have a direct or indirect beneficial interest, with or without ownership, in this license. This includes people with a financial interest and people without financial interest (i.e. board of directors for not-for-profit clubs). All individuals with direct or indirect financial interest must also submit a CORI Authorization Form.

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An individual with indirect beneficial interest is defined as someone who has ownership in a parent level company of the proposed licensee. For example, if ABC Inc is the proposed licensee and is 100% owned by XYZ Inc, all individuals with interest in XYZ Inc are considered to have an indirect beneficial interest in ABC Inc (the proposed licensee).

Salutation	<input type="text"/>	First Name	<input type="text" value="Marisa"/>	Middle Name	<input type="text" value="G."/>	Last Name	<input type="text" value="Franzese"/>	Suffix	<input type="text"/>
Title:	<input type="text" value="Other"/>	Social Security Number	<input type="text"/>	Date of Birth	<input type="text" value="10/4/63"/>				
Primary Phone:	<input type="text" value="954-663-7188"/>			Email:	<input type="text" value="MarisaF@acfp.com"/>				
Mobile Phone:	<input type="text"/>			Fax Number	<input type="text"/>				
Alternative Phone:	<input type="text"/>								

Business Address

Street Number:	<input type="text" value="200"/>	Street Name:	<input type="text" value="W. Cypress Creek Rd., Ste. 220"/>
City/Town:	<input type="text" value="Fort Lauderdale"/>	State:	<input type="text" value="FL"/>
Zip Code:	<input type="text" value="33309"/>	Country:	<input type="text" value="USA"/>

Mailing Address

☒ Check here if your Mailing Address is the same as your Business Address

Street Number:	<input type="text"/>	Street Name:	<input type="text"/>
City/Town:	<input type="text"/>	State:	<input type="text"/>
Zip Code:	<input type="text"/>	Country:	<input type="text"/>

Types of Interest (select all that apply)

- | | | | |
|--------------------------------------|---|--|---|
| <input type="checkbox"/> Contractual | <input type="checkbox"/> Director | <input type="checkbox"/> Landlord | <input type="checkbox"/> LLC Manager |
| <input type="checkbox"/> LLC Member | <input type="checkbox"/> Management Agreement | <input type="checkbox"/> Officer | |
| <input type="checkbox"/> Partner | <input type="checkbox"/> Revenue Sharing | <input type="checkbox"/> Sole Proprietor | <input checked="" type="checkbox"/> Other |

Citizenship / Residency Information

Are you a U.S. Citizen? ☒ Yes ☐ No Are you a Massachusetts Resident? ☐ Yes ☒ No

Criminal History

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No If yes, please provide an affidavit explaining the charges.

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

Using the definition above, do you hold a direct ☐ Direct ☒ Indirect or indirect interest in the proposed licensee?

If you hold a direct beneficial interest in the proposed licensee, please list the % of interest you hold.

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table below.

Ownership / Interest

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Name of Beneficial Interest - Organization	FEIN
Cardboard Box LLC - Rollover Shareholder - 0.03%	47-5496274
See Exhibit A	

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest you have in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
Anthony's Coal Fired Pizza	\$12 On Premises	062400026	201 Constitution Avenue, Littleton
Anthony's Coal Fired Pizza	\$12 On Premises	080000222	180 Needham Street, Newton
Anthony's Coal Fired Pizza	\$12 On Premises	090200058	100028 SHOPS WAY, NORTHBOROUGH
Anthony's Coal Fired Pizza	\$12 On Premises	101600038	48 WALKERS BROOK DRIVE, READING
Anthony's Coal Fired Pizza	\$12 On Premises	145600013	119 UNIVERSITY AVENUE, WESTWOOD

Familial Beneficial Interest

Does any member of your immediate family have ownership interest in any other Massachusetts Alcoholic Beverages Licenses? Immediate family includes parents, siblings, spouse and spouse's parents. Please list below.

Relationship to You	ABCC License Number	Type of Interest (choose primary function)	Percentage of Interest

Prior Disciplinary Action

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

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

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (Formerly known as a Personal Information Form)

Please complete a Beneficial Interest - Individual sheet for all individual(s) who have a direct or indirect beneficial interest, with or without ownership, in this license. This includes people with a financial interest and people without financial interest (i.e. board of directors for not-for-profit clubs). All individuals with direct or indirect financial interest must also submit a CORI Authorization Form.

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An individual with indirect beneficial interest is defined as someone who has ownership in a parent level company of the proposed licensee. For example, if ABC Inc is the proposed licensee and is 100% owned by XYZ Inc, all individuals with interest in XYZ Inc are considered to have an indirect beneficial interest in ABC Inc (the proposed licensee).

Salutation	<input type="text"/>	First Name	<input type="text" value="Dominick"/>	Middle Name	<input type="text"/>	Last Name	<input type="text" value="MARZANO"/>	Suffix	<input type="text"/>
Title:	<input type="text" value="Other"/>	Social Security Number	<input type="text"/>	Date of Birth	<input type="text" value="2/20/75"/>				
Primary Phone:	<input type="text"/>			Email:	<input type="text" value="MarisaF@acfp.com"/>				
Mobile Phone:	<input type="text"/>			Fax Number	<input type="text"/>				
Alternative Phone:	<input type="text"/>								

Business Address

Street Number:	<input type="text" value="200"/>	Street Name:	<input type="text" value="W. Cypress Creek Rd., Ste. 220"/>
City/Town:	<input type="text" value="Fort Lauderdale"/>	State:	<input type="text" value="FL"/>
Zip Code:	<input type="text" value="33309"/>	Country:	<input type="text" value="USA"/>

Mailing Address

☒ Check here if your Mailing Address is the same as your Business Address

Street Number:	<input type="text"/>	Street Name:	<input type="text"/>
City/Town:	<input type="text"/>	State:	<input type="text"/>
Zip Code:	<input type="text"/>	Country:	<input type="text"/>

Types of Interest (select all that apply)

- | | | | |
|--------------------------------------|---|--|---|
| <input type="checkbox"/> Contractual | <input type="checkbox"/> Director | <input type="checkbox"/> Landlord | <input type="checkbox"/> LLC Manager |
| <input type="checkbox"/> LLC Member | <input type="checkbox"/> Management Agreement | <input type="checkbox"/> Officer | |
| <input type="checkbox"/> Partner | <input type="checkbox"/> Revenue Sharing | <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Stockholder |
| | | | <input checked="" type="checkbox"/> Other |

Citizenship / Residency Information

Are you a U.S. Citizen? ☒ Yes ☐ No Are you a Massachusetts Resident? ☐ Yes ☒ No

Criminal History

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No If yes, please provide an affidavit explaining the charges.

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

Using the definition above, do you hold a direct or indirect interest in the proposed licensee?

☐ Direct

☒ Indirect

If you hold a direct beneficial interest in the proposed licensee, please list the % of interest you hold.

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table below.

Ownership / Interest

If you hold an indirect interest in the proposed licensee, please list the organization(s) you hold a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN
Rockmar Management LLC - 50%	20-4663708
See Exhibit A	

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest you have in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
Anthony's Coal Fired Pizza	\$12 On Premises	062400026	201 Constitution Avenue, Littleton
Anthony's Coal Fired Pizza	\$12 On Premises	080000222	180 Needham Street, Newton
Anthony's Coal Fired Pizza	\$12 On Premises	090200058	100028 SHOPS WAY, NORTHBOROUGH
Anthony's Coal Fired Pizza	\$12 On Premises	101600038	48 WALKERS BROOK DRIVE, READING
Anthony's Coal Fired Pizza	\$12 On Premises	145600013	119 UNIVERSITY AVENUE, WESTWOOD

Familial Beneficial Interest

Does any member of your immediate family have ownership interest in any other Massachusetts Alcoholic Beverages Licenses? Immediate family includes parents, siblings, spouse and spouse's parents. Please list below.

Relationship to You	ABCC License Number	Type of Interest (choose primary function)	Percentage of Interest

Prior Disciplinary Action

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

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

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (Formerly known as a Personal Information Form)

Please complete a Beneficial Interest - Individual sheet for all individual(s) who have a direct or indirect beneficial interest, with or without ownership, in this license. This includes people with a financial interest and people without financial interest (i.e. board of directors for not-for-profit clubs). All individuals with direct or indirect financial interest must also submit a CORI Authorization Form.

An individual with direct beneficial interest is defined as someone who has interest directly in the proposed licensee. For example, if ABC Inc is the proposed licensee, all individuals with interest in ABC Inc are considered to have direct beneficial interest in ABC Inc (the proposed licensee).

An individual with indirect beneficial interest is defined as someone who has ownership in a parent level company of the proposed licensee. For example, if ABC Inc is the proposed licensee and is 100% owned by XYZ Inc, all individuals with interest in XYZ Inc are considered to have an indirect beneficial interest in ABC Inc (the proposed licensee).

Salutation		First Name	Michael	Middle Name	C.	Last Name	MARZANO	Suffix	
Title:	Other		Social Security Number			Date of Birth		3/20/74	
Primary Phone:				Email:	MarisaF@acfp.com				
Mobile Phone:				Fax Number					
Alternative Phone:									

Business Address

Street Number:	200	Street Name:	W. Cypress Creek Rd., Ste. 220	
City/Town:	Fort Lauderdale	State:	FL	
Zip Code:	33309	Country:	USA	

Mailing Address

☒ Check here if your Mailing Address is the same as your Business Address

Street Number:		Street Name:		
City/Town:		State:		
Zip Code:		Country:		

Types of Interest (select all that apply)

<input type="checkbox"/> Contractual	<input type="checkbox"/> Director	<input type="checkbox"/> Landlord	<input type="checkbox"/> LLC Manager
<input type="checkbox"/> LLC Member	<input type="checkbox"/> Management Agreement	<input type="checkbox"/> Officer	
<input type="checkbox"/> Partner	<input type="checkbox"/> Revenue Sharing	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Stockholder
			<input checked="" type="checkbox"/> Other

Citizenship / Residency Information

Are you a U.S. Citizen?	<input checked="" type="radio"/> Yes <input type="radio"/> No	Are you a Massachusetts Resident?	<input type="radio"/> Yes <input checked="" type="radio"/> No
-------------------------	---	-----------------------------------	---

Criminal History

Have you ever been convicted of a state, federal, or military crime?	<input type="radio"/> Yes <input checked="" type="radio"/> No	If yes, please provide an affidavit explaining the charges.
--	---	---

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

Using the definition above, do you hold a direct ☐ Direct ☒ Indirect or indirect interest in the proposed licensee?

If you hold a direct beneficial interest in the proposed licensee, please list the % of interest you hold.

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table below.

Ownership / Interest

If you hold an indirect interest in the proposed licensee, please list the organization(s) you hold a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN
Rockmar Management LLC - 50%	20-4663708
See Exhibit A	

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest you have in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
Anthony's Coal Fired Pizza	§12 On Premises	062400026	201 Constitution Avenue, Littleton
Anthony's Coal Fired Pizza	§12 On Premises	080000222	180 Needham Street, Newton
Anthony's Coal Fired Pizza	§12 On Premises	090200058	100028 SHOPS WAY, NORTHBOROUGH
Anthony's Coal Fired Pizza	§12 On Premises	101600038	48 WALKERS BROOK DRIVE, READING
Anthony's Coal Fired Pizza	§12 On Premises	145600013	119 UNIVERSITY AVENUE, WESTWOOD

Familial Beneficial Interest

Does any member of your immediate family have ownership interest in any other Massachusetts Alcoholic Beverages Licenses? Immediate family includes parents, siblings, spouse and spouse's parents. Please list below.

Relationship to You	ABCC License Number	Type of Interest (choose primary function)	Percentage of Interest

Prior Disciplinary Action

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

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

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (Formerly known as a Personal Information Form)

Please complete a Beneficial Interest - Individual sheet for all individual(s) who have a direct or indirect beneficial interest, with or without ownership, in this license. This includes people with a financial interest and people without financial interest (i.e. board of directors for not-for-profit clubs). All individuals with direct or indirect financial interest must also submit a CORI Authorization Form.

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Salutation	<input type="text"/>	First Name	Mark	Middle Name	A.	Last Name	Cook	Suffix	<input type="text"/>
Title:	<input type="text" value="Other"/>		Social Security Number		<input type="text"/>		Date of Birth		12/20/58
Primary Phone:	<input type="text"/>			Email:	MarisaF@acfp.com				
Mobile Phone:	<input type="text"/>			Fax Number	<input type="text"/>				
Alternative Phone:	<input type="text"/>								

Business Address

Street Number:	200	Street Name:	W. Cypress Creek Rd., Ste. 220	
City/Town:	Fort Lauderdale	State:	FL	
Zip Code:	33309	Country:	USA	

Mailing Address

☒ Check here if your Mailing Address is the same as your Business Address

Street Number:	<input type="text"/>	Street Name:	<input type="text"/>	
City/Town:	<input type="text"/>	State:	<input type="text"/>	
Zip Code:	<input type="text"/>	Country:	<input type="text"/>	

Types of Interest (select all that apply)

- | | | | |
|--------------------------------------|---|--|---|
| <input type="checkbox"/> Contractual | <input type="checkbox"/> Director | <input type="checkbox"/> Landlord | <input type="checkbox"/> LLC Manager |
| <input type="checkbox"/> LLC Member | <input type="checkbox"/> Management Agreement | <input type="checkbox"/> Officer | |
| <input type="checkbox"/> Partner | <input type="checkbox"/> Revenue Sharing | <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Stockholder |
| | | | <input checked="" type="checkbox"/> Other |

Citizenship / Residency Information

Are you a U.S. Citizen? ☒ Yes ☐ No

Are you a Massachusetts Resident? ☐ Yes ☒ No

Criminal History

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No

If yes, please provide an affidavit explaining the charges.

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

Using the definition above, do you hold a direct ☐ Direct ☒ Indirect or indirect interest in the proposed licensee?

If you hold a direct beneficial interest in the proposed licensee, please list the % of interest you hold.

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table below.

Ownership / Interest

If you hold an indirect interest in the proposed licensee, please list the organization(s) you hold a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN
MedMac, LLC - 66.66%	27-4284860
See Exhibit A	

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest you have in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
Anthony's Coal Fired Pizza	\$12 On Premises	062400026	201 Constitution Avenue, Littleton
Anthony's Coal Fired Pizza	\$12 On Premises	080000222	180 Needham Street, Newton
Anthony's Coal Fired Pizza	\$12 On Premises	090200058	100028 SHOPS WAY, NORTHBOROUGH
Anthony's Coal Fired Pizza	\$12 On Premises	101600038	48 WALKERS BROOK DRIVE, READING
Anthony's Coal Fired Pizza	\$12 On Premises	145600013	119 UNIVERSITY AVENUE, WESTWOOD

Familial Beneficial Interest

Does any member of your immediate family have ownership interest in any other Massachusetts Alcoholic Beverages Licenses? Immediate family includes parents, siblings, spouse and spouse's parents. Please list below.

Relationship to You	ABCC License Number	Type of Interest (choose primary function)	Percentage of Interest
See Exhibit A			

Prior Disciplinary Action

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

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

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (Formerly known as a Personal Information Form)

Please complete a Beneficial Interest - Individual sheet for all individual(s) who have a direct or indirect beneficial interest, with or without ownership, in this license. This includes people with a financial interest and people without financial interest (i.e. board of directors for not-for-profit clubs). All individuals with direct or indirect financial interest must also submit a CORI Authorization Form.

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Salutation	<input type="text"/>	First Name	<input type="text" value="Deborah"/>	Middle Name	<input type="text" value="Lyn"/>	Last Name	<input type="text" value="Mozzicato"/>	Suffix	<input type="text"/>
Title:	<input type="text" value="Other"/>	Social Security Number	<input type="text"/>	Date of Birth	<input type="text" value="11/16/65"/>				
Primary Phone:	<input type="text"/>			Email:	<input type="text" value="MarisaF@acfp.com"/>				
Mobile Phone:	<input type="text"/>			Fax Number	<input type="text"/>				
Alternative Phone:	<input type="text"/>								

Business Address

Street Number:	<input type="text" value="200"/>	Street Name:	<input type="text" value="W. Cypress Creek Rd., Ste. 220"/>
City/Town:	<input type="text" value="Fort Lauderdale"/>	State:	<input type="text" value="FL"/>
Zip Code:	<input type="text" value="33309"/>	Country:	<input type="text" value="USA"/>

Mailing Address

☒ Check here if your Mailing Address is the same as your Business Address

Street Number:	<input type="text"/>	Street Name:	<input type="text"/>
City/Town:	<input type="text"/>	State:	<input type="text"/>
Zip Code:	<input type="text"/>	Country:	<input type="text"/>

Types of Interest (select all that apply)

- | | | | |
|--------------------------------------|---|--|---|
| <input type="checkbox"/> Contractual | <input type="checkbox"/> Director | <input type="checkbox"/> Landlord | <input type="checkbox"/> LLC Manager |
| <input type="checkbox"/> LLC Member | <input type="checkbox"/> Management Agreement | <input type="checkbox"/> Officer | |
| <input type="checkbox"/> Partner | <input type="checkbox"/> Revenue Sharing | <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Stockholder |
| | | | <input checked="" type="checkbox"/> Other |

Citizenship / Residency Information

Are you a U.S. Citizen? ☒ Yes ☐ No

Are you a Massachusetts Resident? ☐ Yes ☒ No

Criminal History

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

☐ Yes ☒ No

If yes, please provide an affidavit explaining the charges.

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

Using the definition above, do you hold a direct ☐ Direct ☒ Indirect or indirect interest in the proposed licensee?

If you hold a direct beneficial interest in the proposed licensee, please list the % of interest you hold.

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table below.

Ownership / Interest

If you hold an indirect interest in the proposed licensee, please list the organization(s) you hold a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN
ACFP Investors, Inc. - 14%	45-4077220
See Exhibit A	

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest you have in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
Anthony's Coal Fired Pizza	\$12 On Premises	062400026	201 Constitution Avenue, Littleton
Anthony's Coal Fired Pizza	\$12 On Premises	080000222	180 Needham Street, Newton
Anthony's Coal Fired Pizza	\$12 On Premises	090200058	100028 SHOPS WAY, NORTHBOROUGH
Anthony's Coal Fired Pizza	\$12 On Premises	101600038	48 WALKERS BROOK DRIVE, READING
Anthony's Coal Fired Pizza	\$12 On Premises	145600013	119 UNIVERSITY AVENUE, WESTWOOD

Familial Beneficial Interest

Does any member of your immediate family have ownership interest in any other Massachusetts Alcoholic Beverages Licenses? Immediate family includes parents, siblings, spouse and spouse's parents. Please list below.

Relationship to You	ABCC License Number	Type of Interest (choose primary function)	Percentage of Interest

Prior Disciplinary Action

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

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

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (Formerly known as a Personal Information Form)

Please complete a Beneficial Interest - Individual sheet for all individual(s) who have a direct or indirect beneficial interest, with or without ownership, in this license. This includes people with a financial interest and people without financial interest (i.e. board of directors for not-for-profit clubs). All individuals with direct or indirect financial interest must also submit a CORI Authorization Form.

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Salutation		First Name	Susan	Middle Name	J.	Last Name	Nersinger	Suffix		
Title:	Other		Social Security Number					Date of Birth		2/14/65
Primary Phone:				Email:	MarisaF@acfp.com					
Mobile Phone:				Fax Number						
Alternative Phone:										

Business Address

Street Number:	200	Street Name:	W. Cypress Creek Rd., Ste. 220		
City/Town:	Fort Lauderdale		State:	FL	
Zip Code:	33309		Country:	USA	

Mailing Address

☒ Check here if your Mailing Address is the same as your Business Address

Street Number:		Street Name:			
City/Town:			State:		
Zip Code:			Country:		

Types of Interest (select all that apply)

- | | | | |
|--------------------------------------|---|--|---|
| <input type="checkbox"/> Contractual | <input type="checkbox"/> Director | <input type="checkbox"/> Landlord | <input type="checkbox"/> LLC Manager |
| <input type="checkbox"/> LLC Member | <input type="checkbox"/> Management Agreement | <input type="checkbox"/> Officer | |
| <input type="checkbox"/> Partner | <input type="checkbox"/> Revenue Sharing | <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Stockholder |
| | | | <input checked="" type="checkbox"/> Other |

Citizenship / Residency Information

Are you a U.S. Citizen? ☒ Yes ☐ No

Are you a Massachusetts Resident? ☐ Yes ☒ No

Criminal History

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

☐ Yes ☒ No

If yes, please provide an affidavit explaining the charges.

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

Using the definition above, do you hold a direct ☐ Direct ☒ Indirect or indirect interest in the proposed licensee?

If you hold a direct beneficial interest in the proposed licensee, please list the % of interest you hold.

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table below.

Ownership / Interest

If you hold an indirect interest in the proposed licensee, please list the organization(s) you hold a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN
MedMac, LLC - 16.67%	27-4284860
See Exhibit A	

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest you have in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
Anthony's Coal Fired Pizza	\$12 On Premises	062400026	201 Constitution Avenue, Littleton
Anthony's Coal Fired Pizza	\$12 On Premises	080000222	180 Needham Street, Newton
Anthony's Coal Fired Pizza	\$12 On Premises	090200058	100028 SHOPS WAY, NORTHBOROUGH
Anthony's Coal Fired Pizza	\$12 On Premises	101600038	48 WALKERS BROOK DRIVE, READING
Anthony's Coal Fired Pizza	\$12 On Premises	145600013	119 UNIVERSITY AVENUE, WESTWOOD

Familial Beneficial Interest

Does any member of your immediate family have ownership interest in any other Massachusetts Alcoholic Beverages Licenses? Immediate family includes parents, siblings, spouse and spouse's parents. Please list below.

Relationship to You	ABCC License Number	Type of Interest (choose primary function)	Percentage of Interest

Prior Disciplinary Action

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

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

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (Formerly known as a Personal Information Form)

Please complete a Beneficial Interest - Individual sheet for all individual(s) who have a direct or indirect beneficial interest, with or without ownership, in this license. This includes people with a financial interest and people without financial interest (i.e. board of directors for not-for-profit clubs). All individuals with direct or indirect financial interest must also submit a CORI Authorization Form.

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Salutation		First Name	Karl	Middle Name	Augustus	Last Name	Wagner, III	Suffix	
Title:	Other	Social Security Number				Date of Birth		4/8/69	
Primary Phone:				Email:	MarisaF@acfp.com				
Mobile Phone:				Fax Number					
Alternative Phone:									

Business Address

Street Number:	200	Street Name:	W. Cypress Creek Rd., Ste. 220		
City/Town:	Fort Lauderdale		State:	FL	
Zip Code:	33309		Country:	USA	

Mailing Address

☒ Check here if your Mailing Address is the same as your Business Address

Street Number:		Street Name:			
City/Town:			State:		
Zip Code:			Country:		

Types of Interest (select all that apply)

- | | | | |
|--------------------------------------|---|--|---|
| <input type="checkbox"/> Contractual | <input type="checkbox"/> Director | <input type="checkbox"/> Landlord | <input type="checkbox"/> LLC Manager |
| <input type="checkbox"/> LLC Member | <input type="checkbox"/> Management Agreement | <input type="checkbox"/> Officer | |
| <input type="checkbox"/> Partner | <input type="checkbox"/> Revenue Sharing | <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Stockholder |
| | | | <input checked="" type="checkbox"/> Other |

Citizenship / Residency Information

Are you a U.S. Citizen? ☒ Yes ☐ No Are you a Massachusetts Resident? ☐ Yes ☒ No

Criminal History

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No If yes, please provide an affidavit explaining the charges.

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

Using the definition above, do you hold a direct or indirect interest in the proposed licensee?

☐ Direct

☒ Indirect

If you hold a direct beneficial interest in the proposed licensee, please list the % of interest you hold.

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table below.

Ownership / Interest

If you hold an indirect interest in the proposed licensee, please list the organization(s) you hold a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN
MedMac, LLC - 16.67%	27-4284860
See Exhibit A	

Other Beneficial Interest

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Name of License	Type of License	License Number	Premises Address
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Anthony's Coal Fired Pizza	\$12 On Premises	090200058	100028 SHOPS WAY, NORTHBOROUGH
Anthony's Coal Fired Pizza	\$12 On Premises	101600038	48 WALKERS BROOK DRIVE, READING
Anthony's Coal Fired Pizza	\$12 On Premises	145600013	119 UNIVERSITY AVENUE, WESTWOOD

Familial Beneficial Interest

Does any member of your immediate family have ownership interest in any other Massachusetts Alcoholic Beverages Licenses? Immediate family includes parents, siblings, spouse and spouse's parents. Please list below.

Relationship to You	ABCC License Number	Type of Interest (choose primary function)	Percentage of Interest

Prior Disciplinary Action

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

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

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (Formerly known as a Personal Information Form)

Please complete a Beneficial Interest - Individual sheet for all individual(s) who have a direct or indirect beneficial interest, with or without ownership, in this license. This includes people with a financial interest and people without financial interest (i.e. board of directors for not-for-profit clubs). All individuals with direct or indirect financial interest must also submit a CORI Authorization Form.

An individual with direct beneficial interest is defined as someone who has interest directly in the proposed licensee. For example, if ABC Inc is the proposed licensee, all individuals with interest in ABC Inc are considered to have direct beneficial interest in ABC Inc (the proposed licensee).

An individual with indirect beneficial interest is defined as someone who has ownership in a parent level company of the proposed licensee. For example, if ABC Inc is the proposed licensee and is 100% owned by XYZ Inc, all individuals with interest in XYZ Inc are considered to have an indirect beneficial interest in ABC Inc (the proposed licensee).

Salutation		First Name	Anthony	Middle Name		Last Name	Yoseloff	Suffix	
Title:	Other		Social Security Number				Date of Birth		2/7/74
Primary Phone:				Email:	MarisaF@acfp.com				
Mobile Phone:				Fax Number					
Alternative Phone:									

Business Address

Street Number:	200	Street Name:	W. Cypress Creek Rd., Ste. 220	
City/Town:	Fort Lauderdale		State:	FL
Zip Code:	33309	Country:	USA	

Mailing Address

☒ Check here if your Mailing Address is the same as your Business Address

Street Number:		Street Name:		
City/Town:			State:	
Zip Code:		Country:		

Types of Interest (select all that apply)

- | | | | |
|--------------------------------------|---|--|---|
| <input type="checkbox"/> Contractual | <input type="checkbox"/> Director | <input type="checkbox"/> Landlord | <input type="checkbox"/> LLC Manager |
| <input type="checkbox"/> LLC Member | <input type="checkbox"/> Management Agreement | <input type="checkbox"/> Officer | |
| <input type="checkbox"/> Partner | <input type="checkbox"/> Revenue Sharing | <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Stockholder |
| | | | <input checked="" type="checkbox"/> Other |

Citizenship / Residency Information

Are you a U.S. Citizen? ☒ Yes ☐ No Are you a Massachusetts Resident? ☐ Yes ☒ No

Criminal History

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No If yes, please provide an affidavit explaining the charges.

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

Using the definition above, do you hold a direct ☐ Direct or indirect interest in the proposed licensee? ☒ Indirect

If you hold a direct beneficial interest in the proposed licensee, please list the % of interest you hold.

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table below.

Ownership / Interest

If you hold an indirect interest in the proposed licensee, please list the organization(s) you hold a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN
Home Team Pizza LLC - 100%	45-5082266
See Exhibit A	

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest you have in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
Anthony's Coal Fired Pizza	\$12 On Premises	062400026	201 Constitution Avenue, Littleton
Anthony's Coal Fired Pizza	\$12 On Premises	080000222	180 Needham Street, Newton
Anthony's Coal Fired Pizza	\$12 On Premises	090200058	100028 SHOPS WAY, NORTHBOROUGH
Anthony's Coal Fired Pizza	\$12 On Premises	101600038	48 WALKERS BROOK DRIVE, READING
Anthony's Coal Fired Pizza	\$12 On Premises	145600013	119 UNIVERSITY AVENUE, WESTWOOD

Familial Beneficial Interest

Does any member of your immediate family have ownership interest in any other Massachusetts Alcoholic Beverages Licenses? Immediate family includes parents, siblings, spouse and spouse's parents. Please list below.

Relationship to You	ABCC License Number	Type of Interest (choose primary function)	Percentage of Interest

Prior Disciplinary Action

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

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

CORI REQUEST FORMS



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

KIM S. GAINSBORO, ESQ.
CHAIRMAN

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

ABCC LICENSE INFORMATION

ABCC NUMBER: (IF EXISTING LICENSE)	LICENSEE NAME: Anthony's Coal Fired Pizza of Natick LLC	CITY/TOWN: Natick
---------------------------------------	---	-------------------

APPLICANT INFORMATION

LAST NAME: Rahall	FIRST NAME: Mark	MIDDLE NAME: William
MAIDEN NAME OR ALIAS (IF APPLICABLE): n/a	PLACE OF BIRTH: Worcester, MA	
DATE OF BIRTH: 7-18-86	SSN:	ID THEFT INDEX PIN (IF APPLICABLE):
MOTHER'S MAIDEN NAME: DeMauro	DRIVER'S LICENSE #:	STATE LIC. ISSUED: Massachusetts
GENDER: MALE	HEIGHT: 5' 1"	WEIGHT: 220
EYE COLOR: Brown		
CURRENT ADDRESS: 37 Berkeley Rd.		
CITY/TOWN: Framingham	STATE: MA	ZIP: 01701
FORMER ADDRESS: 33 Main Street		
CITY/TOWN: Framingham	STATE: MA	ZIP: 01702

PRINT AND SIGN

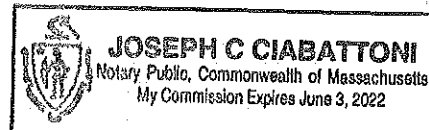
PRINTED NAME: Mark Rahall	APPLICANT/EMPLOYEE SIGNATURE:
---------------------------	-------------------------------

NOTARY INFORMATION

On this November 27 th , 2017	before me, the undersigned notary public, personally appeared Mark Rahall
(name of document signer), proved to me through satisfactory evidence of identification, which were DL	
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.	
NOTARY	

DIVISION USE ONLY

RECEIVED BY:	SIGNATURE OF CORI AUTHORIZED EMPLOYEE
<small>The DCI Identity Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCI. Certified agencies are required to provide all applicants the opportunity to include this information to insure the accuracy of the CORI request process. All CORI request forms that include this field are required to be submitted to the DCI via mail or by fax to (617) 610-4414.</small>	



Certificate of Completion

This Certificate of Completion of
eTIPS On Premise 3.0
For coursework completed on May 4, 2017
provided by Health Communications, Inc.
is hereby granted to:

Mark Rahall

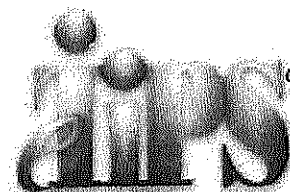
Certification to be sent to:

268 Shrewsbury St # 3
Worcester MA, 01604-4620 USA



HEALTH COMMUNICATIONS, INC.

This document is not proof of TIPS certification. It signifies only that you have completed the course. Valid certification documents will be forwarded to you.





www.icprl.com

MARK RAHALL

This certifies that the person named above has completed the cognitive assessment of the following International CPR Institute course based on the current CPR & ECC standards.

CPR/AED Course
Adult/Child/Infant

Completion Date: Sep-24-2017

Expiration Date: Sep-24-2019

Cert Num: 725443

Instructor D1317

Cardholder's Signature

Keep this card for your records. Void if reproduced

Certificate of Attendance

This is to verify that

Mark Rahall

Has attended the following course
Adult, Child, Infant Choke Saving
which meets the guidelines of the
American Heart Association

Issue Date: 2/23/2016

This certificate expires 2 years from the issue date


Shawn Lerner, NREMT I/C
Founder & CEO

When Seconds Count, Inc.



CPR &
First Aid
Training

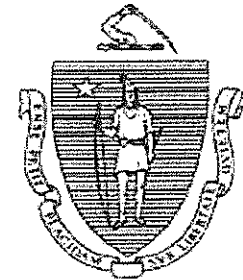


When Seconds Count, Inc. is an Accredited Training Center through the American Heart Association





Commonwealth of Massachusetts
Executive Office of Public Safety and Security
Department of Fire Services
Office of the State Fire Marshal



Certificate of Completion

This certifies that

Mark Rahall

Successfully completed the Crowd Manager Training Program
In accordance with 527 CMR sec. 10.13(d) – Designation of a Crowd Manager

Date issued: May 7, 2017

Expires: May 1, 2020
Certificate #: QZvyInwJpsscJlq

Peter Ostroskey
State Fire Marshal

CERTIFICATE OF ALLERGEN AWARENESS TRAINING

Name of Recipient: MARK RAHALL

Certificate Number: 2169400

Date of Completion: 1/5/2016

Date of Expiration: 1/5/2021



*The above-named person is hereby issued this certificate
for completing an allergen awareness training program
recognized by the Massachusetts Department of Public Health
in accordance with 105 CMR 590.009(G)(3)(a).*

This certificate will be valid for five (5) years from date of completion.

Issued By:



Massachusetts Restaurant Association
333 Turnpike Road, Suite 102
Southborough, MA 01772
508-303-9905
www.marestaurantassoc.org



800.765.2122
www.restaurant.org



MARK RAHALL

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination, which is accredited by the American National Standards Institute (ANSI)—Conference for Food Protection (CFP).

13068538

CERTIFICATE NUMBER

12/18/2015

DATE OF EXAMINATION

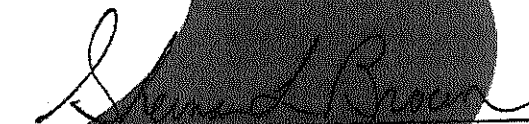
Local laws apply. Check with your local regulatory agency for recertification requirements.

10462

EXAM FORM NUMBER

12/18/2020

DATE OF EXPIRATION



Sherman Brown
SVP, National Restaurant Association, Southern Division

#0655

In accordance with Maritime Labour Convention 2002, Regulation 2.3.4 in Part 2 of the Convention, 3.2.2, 3.2.3 and 3.2.4
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10-1201



Contact us with questions at 175 W. Jackson Blvd. Ste 1500, Chicago, IL 60604 or ServSafe@restaurant.org



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

STEVEN GROSSMAN
TREASURER AND RECEIVER GENERAL

KIM S. GAINSBORO, ESQ.
CHAIRMAN

CORI REQUEST FORM

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	LICENSEE NAME: Anthony's Coal Fired Pizza of Natick LLC	CITY/TOWN: Natick
---	---	-------------------

APPLICANT INFORMATION

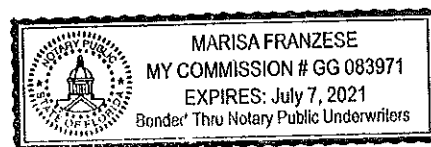
LAST NAME: DiNella	FIRST NAME: Ronald	MIDDLE NAME: Mark
MAIDEN NAME OR ALIAS (IF APPLICABLE):	PLACE OF BIRTH: Chicago, IL	
DATE OF BIRTH: 05/02/1960	SSN:	ID THEFT INDEX PIN (IF APPLICABLE):
MOTHER'S MAIDEN NAME: Nicolosi	DRIVER'S LICENSE #:	STATE LIC. ISSUED: Florida
GENDER: MALE	HEIGHT: 5 10	WEIGHT: 210
		EYE COLOR: Brown
CURRENT ADDRESS: 100 N. Federal Highway, Apt. 1221		
CITY/TOWN: Fort Lauderdale	STATE: FL	ZIP: 33301
FORMER ADDRESS: 28623 Windmere Court		
CITY/TOWN: Lake Bluff	STATE: IL	ZIP: 60044

PRINT AND SIGN

PRINTED NAME: Ronald DiNella	APPLICANT/EMPLOYEE SIGNATURE:
------------------------------	-------------------------------

NOTARY INFORMATION

On this 11/21/2017	before me, the undersigned notary public, personally appeared Ronald DiNella
(name of document signer), proved to me through satisfactory evidence of identification, which were driver's license	
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.	
 NOTARY	



DIVISION USE ONLY

REQUESTED BY:	SIGNATURE OF CORI AUTHORIZED EMPLOYEE
---------------	---------------------------------------

The DCI Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identify Theft PIN Number by the DCI. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. All CORI request forms that include this field are required to be submitted to the DCI via mail or by fax to (617) 860-4614.



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

STEVEN GROSSMAN
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CHAIRMAN

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ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	LICENSEE NAME: Anthony's Coal Fired Pizza of Natick LLC	CITY/TOWN: Natick
---	---	-------------------

APPLICANT INFORMATION

LAST NAME: Jones	FIRST NAME: Wayne	MIDDLE NAME: L
MAIDEN NAME OR ALIAS (IF APPLICABLE): n/a	PLACE OF BIRTH: Los Angeles, CA	
DATE OF BIRTH: 05/08/1959	SSN: [REDACTED]	ID THEFT INDEX PIN (IF APPLICABLE): [REDACTED]
MOTHER'S MAIDEN NAME: Tolleth	DRIVER'S LICENSE #: [REDACTED]	STATE LIC. ISSUED: Arizona
GENDER: MALE	HEIGHT: 5 11	WEIGHT: 185
		EYE COLOR: Hazel
CURRENT ADDRESS: 215 SE 8th Ave. #2750		
CITY/TOWN: Ft. Lauderdale	STATE: FL	ZIP: 33301
FORMER ADDRESS: 1004 E. Happy Valley Rd. #653		
CITY/TOWN: Scottsdale	STATE: AZ	ZIP: 85255

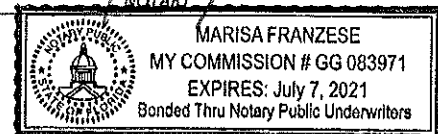
PRINT AND SIGN

PRINTED NAME: Wayne L. Jones	APPLICANT/EMPLOYEE SIGNATURE: [Signature]
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NOTARY INFORMATION

On this 11/20/2017 before me, the undersigned notary public, personally appeared Wayne L. Jones
(name of document signer), proved to me through satisfactory evidence of identification, which were driver's license
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

[Signature]
NOTARY



DIVISION USE ONLY

REQUESTED BY: [REDACTED]
<small>SIGNATURE OF CORI AUTHORIZED EMPLOYEE</small>

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Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

STEVEN GROSSMAN
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

KIM S. GAINSBORO, ESQ.
CHAIRMAN

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ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>		LICENSEE NAME: Anthony's Coal Fired Pizza of Natick LLC	CITY/TOWN: Natick
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APPLICANT INFORMATION

LAST NAME: Zavolta	FIRST NAME: Michelle	MIDDLE NAME: L.
MAIDEN NAME OR ALIAS (IF APPLICABLE): n/a	PLACE OF BIRTH: Wheeling, WV	
DATE OF BIRTH: 06/01/1976	SSN: [REDACTED]	ID THEFT INDEX PIN (IF APPLICABLE): [REDACTED]
MOTHER'S MAIDEN NAME: Power	DRIVER'S LICENSE #: [REDACTED]	STATE LIC. ISSUED: Florida
GENDER: FEMALE	HEIGHT: 5	WEIGHT: 110
		EYE COLOR: Hazel
CURRENT ADDRESS: 7021 NW 66th St.		
CITY/TOWN: Parkland	STATE: FL	ZIP: 33067
FORMER ADDRESS: 5007 Captain Freeman Pkwy.		
CITY/TOWN: Franklin	STATE: TN	ZIP: 37064

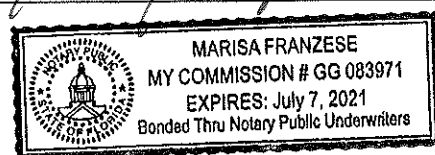
PRINT AND SIGN

PRINTED NAME: Michelle L. Zavolta	APPLICANT/EMPLOYEE SIGNATURE: <i>Michelle L. Zavolta</i>
-----------------------------------	--

NOTARY INFORMATION

On this 11/21/2017 before me, the undersigned notary public, personally appeared Michelle L. Zavolta
(name of document signer), proved to me through satisfactory evidence of identification, which were driver's license
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

Marisa Franze
NOTARY



DIVISION USE ONLY

REQUESTED BY: [REDACTED]	SIGNATURE OF CORI-AUTHORIZED EMPLOYEE: [REDACTED]
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KIM S. GAINSBORO, ESQ.
CHAIRMAN

STEVEN GROSSMAN
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CORI REQUEST FORM

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ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>		LICENSEE NAME:	Anthony's Coal Fired Pizza of Natick LLC	CITY/TOWN:	Natick
---	--	----------------	--	------------	--------

APPLICANT INFORMATION

LAST NAME:	Hislop	FIRST NAME:	Michael	MIDDLE NAME:	James
MAIDEN NAME OR ALIAS (IF APPLICABLE):	n/a	PLACE OF BIRTH:	Boston, MA		
DATE OF BIRTH:	02/02/1955	SSN:		ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MIDDLE NAME:	Walsh	DRIVER'S LICENSE #:		STATE LIC. ISSUED:	California
GENDER:	MALE	HEIGHT:	6	WEIGHT:	190
CURRENT ADDRESS:		20 Lupine Court			
CITY/TOWN:	San Rafael	STATE:	CA	ZIP:	94901
FORMER ADDRESS:					
CITY/TOWN:		STATE:		ZIP:	

PRINT AND SIGN

PRINTED NAME:	Michael J. Hislop	APPLICANT/EMPLOYEE SIGNATURE:	<i>Michael J. Hislop</i>
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NOTARY INFORMATION

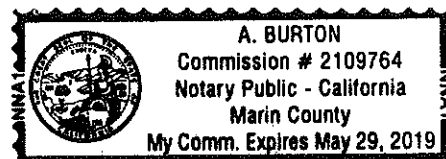
On this 18th day of January 2018 before me, the undersigned notary public, personally appeared Michael J. Hislop
(name of document signer), proved to me through satisfactory evidence of identification, which were CA DMV ID A4166472
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) / (she) signed it voluntarily for its stated purpose.

QRT
NOTARY

DIVISION USE ONLY

REQUESTED BY:	
SIGNATURE OF CORI AUTHORIZED EMPLOYEE	

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





Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

STEVEN GROSSMAN
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

KIM S. GAINSBORO, ESQ.
CHAIRMAN

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>		LICENSEE NAME:	Anthony's Coal Fired Pizza of Natick LLC	CITY/TOWN:	Natick
---	--	----------------	--	------------	--------

APPLICANT INFORMATION

LAST NAME:	Takefman	FIRST NAME:	Jay	MIDDLE NAME:				
MAIDEN NAME OR ALIAS (IF APPLICABLE):	n/a	PLACE OF BIRTH:	Montreal, Canada					
DATE OF BIRTH:	04/16/1976	SSN:		ID THEFT INDEX PIN (IF APPLICABLE):				
MOTHER'S MAIDEN NAME:	Friend	DRIVER'S LICENSE #:		STATE LIC. ISSUED:	New York			
GENDER:	MALE	HEIGHT:	5	8	WEIGHT:	160	EYE COLOR:	Brown
CURRENT ADDRESS:	250 W 93rd St., Apt. PHC							
CITY/TOWN:	New York	STATE:	NY	ZIP:	10025			
FORMER ADDRESS:	189 West 89th Street, Apt. 16B							
CITY/TOWN:	New York	STATE:	NY	ZIP:	10024			

PRINT AND SIGN

PRINTED NAME:	Jay Takefman	APPLICANT/EMPLOYEE SIGNATURE:	
---------------	--------------	-------------------------------	--

NOTARY INFORMATION

On this	January 8, 2018	before me, the undersigned notary public, personally appeared	Jay Takefman
(name of document signer), proved to me through satisfactory evidence of identification, which were		Driver's License	
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.			
		 NOTARY	

KIMBERLY SCHEID
Notary Public - State of New York
No. 01SC616643
Qualified in Richmond County
My Commission Expires May 21, 2019

DIVISION USE ONLY

REQUESTED BY:	
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE	

The DCJ Identity Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJ. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCJ via mail or by fax to (617) 650-4614.



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

STEVEN GROSSMAN
TREASURER AND RECEIVER GENERAL

KIM S. GAINSBORO, ESQ.
CHAIRMAN

CORI REQUEST FORM

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	LICENSEE NAME: Anthony's Coal Fired Pizza of Natick LLC	CITY/TOWN: Natick
---	---	-------------------

APPLICANT INFORMATION

LAST NAME: BRUNO	FIRST NAME: ANTHONY	MIDDLE NAME:
MAIDEN NAME OR ALIAS (IF APPLICABLE): n/a	PLACE OF BIRTH: New York, NY	
DATE OF BIRTH: 06/14/1962	SSN:	ID THEFT INDEX PIN (IF APPLICABLE):
MOTHER'S MAIDEN NAME: Montefusco	DRIVER'S LICENSE #:	STATE LIC. ISSUED: Florida
GENDER: MALE	HEIGHT: 5 10	WEIGHT: 220
EYE COLOR: Brown		
CURRENT ADDRESS: 1001 N. Rio Vista Boulevard		
CITY/TOWN: Fort Lauderdale	STATE: FL	ZIP: 33301
FORMER ADDRESS: 3329 N.E. 16th Court		
CITY/TOWN: Fort Lauderdale	STATE: FL	ZIP: 33305

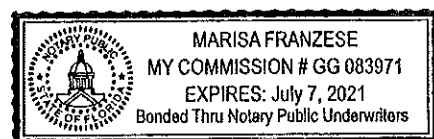
PRINT AND SIGN

PRINTED NAME: ANTHONY BRUNO	APPLICANT/EMPLOYEE SIGNATURE:
-----------------------------	-------------------------------

NOTARY INFORMATION

On this 1/10/18 before me, the undersigned notary public, personally appeared ANTHONY BRUNO
(name of document signer), proved to me through satisfactory evidence of identification, which were driver's license
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

Marisa Franze
NOTARY



DIVISION USE ONLY

REQUESTED BY:	SIGNATURE OF CORI AUTHORIZED EMPLOYEE:
---------------	--

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Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

STEVEN GROSSMAN
TREASURER AND RECEIVER GENERAL

KIM S. GAINSBORO, ESQ.
CHAIRMAN

CORI REQUEST FORM

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	LICENSEE NAME: Anthony's Coal Fired Pizza of Natick LLC	CITY/TOWN: Natick
---	---	-------------------

APPLICANT INFORMATION

LAST NAME: MARZANO	FIRST NAME: PATRICK	MIDDLE NAME: F.
MAIDEN NAME OR ALIAS (IF APPLICABLE): n/a	PLACE OF BIRTH: New York, NY	
DATE OF BIRTH: 12/03/1947	SSN:	ID THEFT INDEX PIN (IF APPLICABLE):
MOTHER'S MAIDEN NAME: Bonasia	DRIVER'S LICENSE #:	STATE LIC. ISSUED: Florida
GENDER: MALE	HEIGHT: 6	WEIGHT: 225
		EYE COLOR: Hazel
CURRENT ADDRESS: 4900 N. Ocean Blvd., Apt. 821		
CITY/TOWN: Fort Lauderdale	STATE: FL	ZIP: 33308
FORMER ADDRESS: 447 Savole Drive		
CITY/TOWN: Palm Beach Gardens	STATE: FL	ZIP: 33410

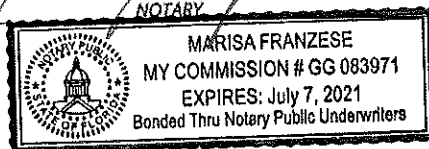
PRINT AND SIGN

PRINTED NAME: PATRICK F. MARZANO	APPLICANT/EMPLOYEE SIGNATURE: <i>Patrick F. Marzano</i>
----------------------------------	---

NOTARY INFORMATION

On this 1/18/18 before me, the undersigned notary public, personally appeared PATRICK F. MARZANO
(name of document signer), proved to me through satisfactory evidence of identification, which were driver's license
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

Marisa Franze
NOTARY



DIVISION USE ONLY

REQUESTED BY:	SIGNATURE OF CORI AUTHORIZED EMPLOYEE
---------------	---------------------------------------

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



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

STEVEN GROSSMAN
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

KIM S. GAINSBORO, ESQ.
CHAIRMAN

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ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>		LICENSEE NAME: Anthony's Coal Fired Pizza of Natick LLC	CITY/TOWN: Natick
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APPLICANT INFORMATION

LAST NAME: Miclea	FIRST NAME: Matthew	MIDDLE NAME: Eric
MAIDEN NAME OR ALIAS (IF APPLICABLE): n/a	PLACE OF BIRTH: Chicago, IL	
DATE OF BIRTH: 6/30/1982	SSN:	ID THEFT INDEX PIN (IF APPLICABLE):
MOTHER'S MAIDEN NAME: Deac	DRIVER'S LICENSE #:	STATE LIC. ISSUED: Illinois
GENDER: MALE	HEIGHT: 5 10	WEIGHT: 190
		EYE COLOR: green
CURRENT ADDRESS: 2730 (B) North Janssen Avenue		
CITY/TOWN: Chicago	STATE: IL	ZIP: 60614
FORMER ADDRESS: 24198 W Grand Ave		
CITY/TOWN: Lake Villa	STATE: IL	ZIP: 60046

PRINT AND SIGN

PRINTED NAME: Matthew Miclea	APPLICANT/EMPLOYEE SIGNATURE:
------------------------------	-------------------------------

NOTARY INFORMATION

On this 01-12-18	before me, the undersigned notary public, personally appeared Matthew Miclea
(name of document signer), proved to me through satisfactory evidence of identification, which were Drivers License	
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.	
	 NOTARY

DIVISION USE ONLY

REQUESTED BY:	SIGNATURE OF CORI AUTHORIZED EMPLOYEE:
---------------	--

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

EMMANUEL OROZCO
Official Seal
Notary Public - State of Illinois
My Commission Expires Oct 5, 2021



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

STEVEN GROSSMAN
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

KIM S. GAINSBORO, ESQ.
CHAIRMAN

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ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>		LICENSEE NAME:	Anthony's Coal Fired Pizza of Natick LLC	CITY/TOWN:	Natick
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APPLICANT INFORMATION

LAST NAME:	Leeds	FIRST NAME:	Matthew	MIDDLE NAME:	Zeluck			
MAIDEN NAME OR ALIAS (IF APPLICABLE):	n/a	PLACE OF BIRTH:	Chicago, IL					
DATE OF BIRTH:	01/26/1983	SSN:		ID THEFT INDEX PIN (IF APPLICABLE):				
MOTHER'S MAIDEN NAME:	Zeluck	DRIVER'S LICENSE #:		STATE LIC. ISSUED:	Connecticut			
GENDER:	MALE	HEIGHT:	6	1	WEIGHT:	155	EYE COLOR:	Brown
CURRENT ADDRESS:	11 Manor Road							
CITY/TOWN:	Old Greenwich	STATE:	CT	ZIP:	06870			
FORMER ADDRESS:	78 Bedford Street							
CITY/TOWN:	New York	STATE:	NY	ZIP:	10010			

PRINT AND SIGN

PRINTED NAME:	Matthew Leeds	APPLICANT/EMPLOYEE SIGNATURE:	
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NOTARY INFORMATION

On this	1/2/18	before me, the undersigned notary public, personally appeared	Matthew Leeds
(name of document signer), proved to me through satisfactory evidence of identification, which were		Known to	
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.			
		 NOTARY	

DIVISION USE ONLY

REQUESTED BY:	
SIGNATURE BY CORI-AUTHORIZED EMPLOYEE	
<small>The DCII Identity Theft Index Pin Number is to be completed by those applicants that have been issued an Identity Theft Pin Number by the DCII. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCII via mail or by fax to (617) 660-4614.</small>	

SUSAN HATHAWAY
NOTARY PUBLIC OF CONNECTICUT
My Commission Expires 11/30/2020



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

STEVEN GROSSMAN
TREASURER AND RECEIVER GENERAL

KIM S. GAINSBORO, ESQ.
CHAIRMAN

CORI REQUEST FORM

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ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(OF EXISTING LICENSEE)</small>		LICENSEE NAME:	Anthony's Coal Fired Pizza of Natick LLC	CITY/TOWN:	Natick
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APPLICANT INFORMATION

LAST NAME:	Taub	FIRST NAME:	Andrew	MIDDLE NAME:	Craig			
MAIDEN NAME OR ALIAS (IF APPLICABLE):	n/a	PLACE OF BIRTH:	Stamford, CT					
DATE OF BIRTH:	07/30/1968	SSN:		ID THEFT INDEX PIN (IF APPLICABLE):				
MOTHER'S MAIDEN NAME:	Rosen	DRIVER'S LICENSE #:		STATE LIC. ISSUED:	New York			
GENDER:	MALE	HEIGHT:	6	1	WEIGHT:	215	EYE COLOR:	Hazel
CURRENT ADDRESS:	401 East 60th Street, Apt. 10-L							
CITY/TOWN:	New York	STATE:	NY	ZIP:	10022			
FORMER ADDRESS:	Current address last 15 years							
CITY/TOWN:		STATE:		ZIP:				

PRINT AND SIGN

PRINTED NAME:	Andrew Taub	APPLICANT/EMPLOYEE SIGNATURE:	
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NOTARY INFORMATION

On this	1/2/18	before me, the undersigned notary public, personally appeared	Andrew Taub
(name of document signer), proved to me through satisfactory evidence of identification, which were		Known to	
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.			
		 NOTARY	

DIVISION USE ONLY

REQUESTED BY:	
SIGNATURE OF COM-AUTHORIZED EMPLOYEE	

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

SUSAN HATHAWAY
NOTARY PUBLIC OF CONNECTICUT
My Commission Expires 11/30/2020



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

STEVEN GROSSMAN
TREASURER AND RECEIVER GENERAL

KIM S. GAINSBORO, ESQ.
CHAIRMAN

CORI REQUEST FORM

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ABCC LICENSE INFORMATION

ABCC NUMBER: (IF EXISTING LICENSEE)	LICENSEE NAME: Anthony's Coal Fired Pizza of Natick LLC	CITY/TOWN: Natick
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APPLICANT INFORMATION

LAST NAME: Pfeffer	FIRST NAME: Marc	MIDDLE NAME: Jay
MAIDEN NAME OR ALIAS (IF APPLICABLE): n/a	PLACE OF BIRTH: Newark, NJ	
DATE OF BIRTH: 02/15/1966	SSN: []	ID THEFT INDEX PIN (IF APPLICABLE): []
MOTHER'S MAIDEN NAME: Katersky	DRIVER'S LICENSE #: []	STATE LIC. ISSUED: New York
GENDER: MALE	HEIGHT: 6 2	WEIGHT: 195
	EYE COLOR: Brown	
CURRENT ADDRESS: 275 Central Park West, Apt. 11C		
CITY/TOWN: New York	STATE: NY	ZIP: 10024
FORMER ADDRESS: 25 Central Park West, Apt. 26K		
CITY/TOWN: New York	STATE: NY	ZIP: 10023

PRINT AND SIGN

PRINTED NAME: Marc Jay Pfeffer	APPLICANT/EMPLOYEE SIGNATURE: [Signature]
--------------------------------	---

NOTARY INFORMATION

On this January 18th before me, the undersigned notary public, personally appeared Marc Jay Pfeffer
(name of document signer), proved to me through satisfactory evidence of identification, which were []
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

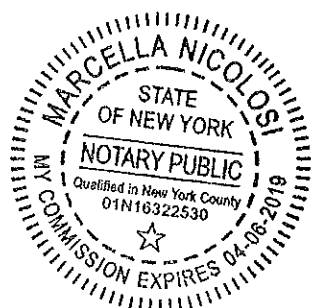
Marcella Nicolosi
NOTARY

1/18/18

DIVISION USE ONLY

REQUESTED BY: []	SIGNATURE OF CORI AUTHORIZED EMPLOYEE: []
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The DCJ Identity Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJ. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCJ: via mail or by fax to (617) 660-4514.





Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

STEVEN GROSSMAN
TREASURER AND RECEIVER GENERAL

KIM S. GAINSBORO, ESQ.
CHAIRMAN

CORI REQUEST FORM

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ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>		LICENSEE NAME: Anthony's Coal Fired Pizza of Natick LLC	CITY/TOWN: Natick
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APPLICANT INFORMATION

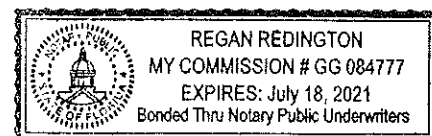
LAST NAME: Mozzicato	FIRST NAME: Michelangelo	MIDDLE NAME:
MAIDEN NAME OR ALIAS (IF APPLICABLE): n/a	PLACE OF BIRTH: Venezuela	
DATE OF BIRTH: 1/18/1972	SSN:	ID THEFT INDEX PIN (IF APPLICABLE):
MOTHER'S MAIDEN NAME: Anastasi	DRIVER'S LICENSE #	STATE LIC. ISSUED: Florida
GENDER: MALE	HEIGHT: 5 8	WEIGHT: 180
		EYE COLOR: Brown
CURRENT ADDRESS: 1005 S.E. 8th Street		
CITY/TOWN: Fort Lauderdale	STATE: FL	ZIP: 33316
FORMER ADDRESS: 918 S.E. 8th Street		
CITY/TOWN: Fort Lauderdale	STATE: FL	ZIP: 33316

PRINT AND SIGN

PRINTED NAME: Michelangelo Mozzicato	APPLICANT/EMPLOYEE SIGNATURE:
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NOTARY INFORMATION

On this 1/18/18	before me, the undersigned notary public, personally appeared Michelangelo Mozzicato
(name of document signer), proved to me through satisfactory evidence of identification, which were Drivers license	
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.	
<div>Regan Redington NOTARY</div>	



DIVISION USE ONLY

REQUESTED BY:	
SIGNATURE OF CORI AUTHORIZED EMPLOYEE	

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CHAIRMAN

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ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	LICENSEE NAME: Anthony's Coal Fired Pizza of Natick LLC	CITY/TOWN: Natick
---	---	-------------------

APPLICANT INFORMATION

LAST NAME: Chu	FIRST NAME: James	MIDDLE NAME: Michael
MAIDEN NAME OR ALIAS (IF APPLICABLE): n/a	PLACE OF BIRTH: Schenectady, NY	
DATE OF BIRTH: 05/01/1958	SSN:	ID THEFT INDEX PIN (IF APPLICABLE):
MOTHER'S MAIDEN NAME: Hsuing	DRIVER'S LICENSE #:	STATE LIC. ISSUED: Connecticut
GENDER: MALE	HEIGHT: 5 9	WEIGHT: 170
		EYE COLOR: Brown
CURRENT ADDRESS: 711 West Road		
CITY/TOWN: New Canaan	STATE: CT	ZIP: 06840
FORMER ADDRESS:		
CITY/TOWN:	STATE:	ZIP:

PRINT AND SIGN

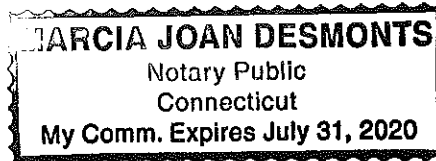
PRINTED NAME: James Michael Chu	APPLICANT/EMPLOYEE SIGNATURE:
---------------------------------	-------------------------------

NOTARY INFORMATION

On this January 2, 2018	before me, the undersigned notary public, personally appeared James Michael Chu
(name of document signer), proved to me through satisfactory evidence of identification, which were CT Driver's license	
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.	
 NOTARY	

DIVISION USE ONLY

REQUESTED BY:	SIGNATURE OF CORI-AUTHORIZED EMPLOYEE:
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ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	LICENSEE NAME: Anthony's Coal Fired Pizza of Natick LLC	CITY/TOWN: Natick
---	---	-------------------

APPLICANT INFORMATION

LAST NAME: Dahnke	FIRST NAME: Scott	MIDDLE NAME: Arnold
MAIDEN NAME OR ALIAS (IF APPLICABLE): n/a	PLACE OF BIRTH: Wayne, MI	
DATE OF BIRTH: 05/30/1965	SSN: [REDACTED]	ID THEFT INDEX PIN (IF APPLICABLE): [REDACTED]
MOTHER'S MAIDEN NAME: Roskom	DRIVER'S LICENSE #: [REDACTED]	STATE LIC. ISSUED: Connecticut
GENDER: MALE	HEIGHT: 6 [REDACTED]	WEIGHT: 200
		EYE COLOR: Blue
CURRENT ADDRESS: 38 French Road		
CITY/TOWN: Greenwich	STATE: CT	ZIP: 06831
FORMER ADDRESS: [REDACTED]		
CITY/TOWN: [REDACTED]	STATE: [REDACTED]	ZIP: [REDACTED]

PRINT AND SIGN

PRINTED NAME: Scott Arnold Dahnke	APPLICANT/EMPLOYEE SIGNATURE: [Signature]
-----------------------------------	---

NOTARY INFORMATION

On this 1/2/18	before me, the undersigned notary public, personally appeared Scott Arnold Dahnke
(name of document signer), proved to me through satisfactory evidence of identification, which were Known to	
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.	
[Signature: Susan Hathaway]	
NOTARY	

DIVISION USE ONLY

REQUESTED BY: [REDACTED]
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE

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SUSAN HATHAWAY
NOTARY PUBLIC OF CONNECTICUT
My Commission Expires 11/30/2020



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
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STEVEN GROSSMAN
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ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	LICENSEE NAME: Anthony's Coal Fired Pizza of Natick LLC	CITY/TOWN: Natick
---	---	-------------------

APPLICANT INFORMATION

LAST NAME: Delegal	FIRST NAME: Maria	MIDDLE NAME: A.
MAIDEN NAME OR ALIAS (IF APPLICABLE): Bruno	PLACE OF BIRTH: New York, NY	
DATE OF BIRTH: 12/03/1953	SSN: [REDACTED]	ID THEFT INDEX PIN (IF APPLICABLE): [REDACTED]
MOTHER'S MAIDEN NAME: Montefusco	DRIVER'S LICENSE #: [REDACTED]	STATE LIC. ISSUED: Florida
GENDER: FEMALE	HEIGHT: 5 4	WEIGHT: 160
		EYE COLOR: Brown
CURRENT ADDRESS: 2409 N.E. 9th Street		
CITY/TOWN: Hallandale	STATE: FL	ZIP: 33009
FORMER ADDRESS: 367 Idlewyld Drive		
CITY/TOWN: Fort Lauderdale	STATE: FL	ZIP: 33301

PRINT AND SIGN

PRINTED NAME: Maria Delegal	APPLICANT/EMPLOYEE SIGNATURE: <i>Maria Delegal</i>
-----------------------------	--

NOTARY INFORMATION

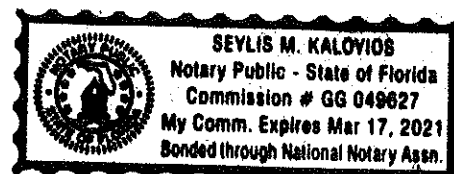
On this 18th Day of January 2018 before me, the undersigned notary public, personally appeared Maria Delegal
(name of document signer), proved to me through satisfactory evidence of identification, which were Personally known
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

Seylis M. Kaloyios
NOTARY

DIVISION USE ONLY

REQUESTED BY:	SIGNATURE OF CORI AUTHORIZED EMPLOYEE
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STEVEN GROSSMAN
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ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	LICENSEE NAME: Anthony's Coal Fired Pizza of Natick LLC	CITY/TOWN: Natick
---	---	-------------------


APPLICANT INFORMATION

LAST NAME: Castaldo	FIRST NAME: Nicholas	MIDDLE NAME:
MAIDEN NAME OR ALIAS (IF APPLICABLE): n/a	PLACE OF BIRTH: New York	
DATE OF BIRTH: 06/29/1951	SSN:	ID THEFT INDEX PIN (IF APPLICABLE):
MOTHER'S MAIDEN NAME: Barone	DRIVER'S LICENSE #:	STATE LIC. ISSUED: Florida
GENDER: MALE	HEIGHT: 5 7	WEIGHT: 150 EYE COLOR: Blue
CURRENT ADDRESS: 333 Las Olas Way, Apt. 1110		
CITY/TOWN: Fort Lauderdale	STATE: FL	ZIP: 33301
FORMER ADDRESS: 2562 Jardin Drive		
CITY/TOWN: Weston	STATE: FL	ZIP: 33327

PRINT AND SIGN

PRINTED NAME: Nicholas Castaldo	APPLICANT/EMPLOYEE SIGNATURE: <i>Nicholas A. Castaldo</i>
---------------------------------	---

NOTARY INFORMATION

On this 7/10/18	before me, the undersigned notary public, personally appeared Nicholas Castaldo
(name of document signer), proved to me through satisfactory evidence of identification, which were Driver's License	
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.	
	<i>Chloe Bryce Canton</i> NOTARY

DIVISION USE ONLY

REQUESTED BY:	SIGNATURE OF CORI AUTHORIZED EMPLOYEE
<small>The DCJ Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identify Theft PIN Number by the DCJ. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCJ via mail or by fax to (617) 660-4634.</small>	



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STEVEN GROSSMAN
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CHAIRMAN

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ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSE)</small>		LICENSEE NAME: Anthony's Coal Fired Pizza of Natick LLC	CITY/TOWN: Natick
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APPLICANT INFORMATION

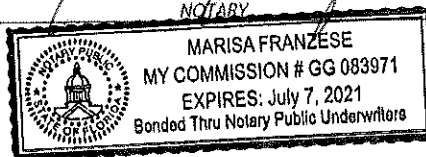
LAST NAME: WEISS	FIRST NAME: SAMUEL	MIDDLE NAME: G.
MAIDEN NAME OR ALIAS (IF APPLICABLE): n/a	PLACE OF BIRTH: New York	
DATE OF BIRTH: 06/25/1949	SSN:	ID THEFT INDEX PIN (IF APPLICABLE):
MOTHER'S MAIDEN NAME: Kolodney	DRIVER'S LICENSE #:	STATE LIC. ISSUED: Florida
GENDER: MALE	HEIGHT: 6	WEIGHT: 225
		EYE COLOR: Brown
CURRENT ADDRESS: 11796 Valencia Gardens Avenue		
CITY/TOWN: Palm Beach Gardens	STATE: FL	ZIP: 33410
FORMER ADDRESS: 1196 East Broadway		
CITY/TOWN: Hewlett	STATE: NY	ZIP: 11557

PRINT AND SIGN

PRINTED NAME: SAMUEL G. WEISS	APPLICANT/EMPLOYEE SIGNATURE: Samuel G Weiss
-------------------------------	--

NOTARY INFORMATION

On this 1/10/18	before me, the undersigned notary public, personally appeared SAMUEL G. WEISS
(name of document signer), proved to me through satisfactory evidence of identification, which were driver's license	
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.	
MARISA FRANZESE	
NOTARY	



DIVISION USE ONLY

REQUESTED BY:
SIGNATURE OF CORI AUTHORIZED EMPLOYEE

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



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

STEVEN GROSSMAN
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

KIM S. GAINSBORO, ESQ.
CHAIRMAN

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>		LICENSEE NAME: Anthony's Coal Fired Pizza of Natick LLC	CITY/TOWN: Natick
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APPLICANT INFORMATION

LAST NAME: Marino, Jr.	FIRST NAME: Daniel	MIDDLE NAME: C.
MAIDEN NAME OR ALIAS (IF APPLICABLE): n/a	PLACE OF BIRTH: Pennsylvania	
DATE OF BIRTH: 09/15/1961	SSN:	ID THEFT INDEX PIN (IF APPLICABLE):
MOTHER'S MAIDEN NAME: Kolzinski	DRIVER'S LICENSE #:	STATE LIC. ISSUED: Florida
GENDER: MALE	HEIGHT: 6 4	WEIGHT: 220 EYE COLOR: Blue
CURRENT ADDRESS: 1014 Trailmore Lane		
CITY/TOWN: Weston	STATE: FL	ZIP: 33326
FORMER ADDRESS: 2430 Del Lago Drive		
CITY/TOWN: Fort Lauderdale	STATE: FL	ZIP: 33316

PRINT AND SIGN

PRINTED NAME: Daniel C. Marino, Jr.	APPLICANT/EMPLOYEE SIGNATURE:
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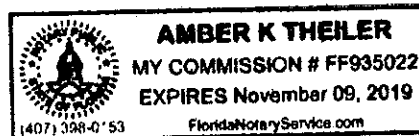
NOTARY INFORMATION

On this <u>day, Jan 10, 2018</u>	before me, the undersigned notary public, personally appeared <u>Daniel C. Marino, Jr.</u>
(name of document signer), proved to me through satisfactory evidence of identification, which were <u>known</u>	
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.	
 NOTARY	

DIVISION USE ONLY

REQUESTED BY:	SIGNATURE OF CORI AUTHORIZED EMPLOYEE:
---------------	--

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





Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

STEVEN GROSSMAN
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

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CHAIRMAN

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ABCC LICENSE INFORMATION

ABCC NUMBER: (IF EXISTING LICENSE)		LICENSEE NAME: Anthony's Coal Fired Pizza of Natick LLC	CITY/TOWN: Natick
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APPLICANT INFORMATION

LAST NAME: Fusaro	FIRST NAME: Christopher	MIDDLE NAME:
MAIDEN NAME OR ALIAS (IF APPLICABLE): n/a	PLACE OF BIRTH: New York	
DATE OF BIRTH: 06/20/1979	SSN:	ID THEFT INDEX PIN (IF APPLICABLE):
MOTHER'S MAIDEN NAME: Muratore	DRIVER'S LICENSE #:	STATE LIC. ISSUED: New Jersey
GENDER: MALE	HEIGHT: 5 10	WEIGHT: 170
EYE COLOR: Blue		
CURRENT ADDRESS: 15 Union Avenue		
CITY/TOWN: Upper Saddle River	STATE: NJ	ZIP: 07458
FORMER ADDRESS: 10 East Elbrook Drive		
CITY/TOWN: Allendale	STATE: NJ	ZIP: 07401

PRINT AND SIGN

PRINTED NAME: Christopher Fusaro	APPLICANT/EMPLOYEE SIGNATURE:
----------------------------------	-------------------------------

NOTARY INFORMATION

On this 9th Day Jan	before me, the undersigned notary public, personally appeared Christopher Fusaro
(name of document signer), proved to me through satisfactory evidence of identification, which were NJ Dr. Liang	
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.	
NOTARY	

JANICE M. SIVILLO
Notary Public, State of New York
No. 01SI6031964
Qualified in Orange County
Commission Expires October 2021

DIVISION USE ONLY

REQUESTED BY:	
SIGNATURE OF CORI AUTHORIZED EMPLOYEE	

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



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

STEVEN GROSSMAN
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

KIM S. GAINSBORO, ESQ.
CHAIRMAN

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	LICENSEE NAME: Anthony's Coal Fired Pizza of Natick LLC	CITY/TOWN: Natick
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APPLICANT INFORMATION

LAST NAME: Locke	FIRST NAME: Charles	MIDDLE NAME: E.
MAIDEN NAME OR ALIAS (IF APPLICABLE):	PLACE OF BIRTH: Portsmouth, VA	
DATE OF BIRTH: 02/23/1968	SSN:	ID THEFT INDEX PIN (IF APPLICABLE):
MOTHER'S MAIDEN NAME: Gellinas	DRIVER'S LICENSE #:	STATE LIC. ISSUED: Florida
GENDER: MALE	HEIGHT: 6	WEIGHT: 220
		EYE COLOR: Hazel
CURRENT ADDRESS: 7970 NW 126th Terrace		
CITY/TOWN: Parkland	STATE: FL	ZIP: 33076
FORMER ADDRESS: 11205 NW 71st Court		
CITY/TOWN: Parkland	STATE: FL	ZIP: 33076

PRINT AND SIGN

PRINTED NAME: Charles E. Locke, Jr.	APPLICANT/EMPLOYEE SIGNATURE:
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NOTARY INFORMATION

On this January 8, 2018	before me, the undersigned notary public, personally appeared Charles E. Locke, Jr.
(name of document signer), proved to me through satisfactory evidence of identification, which were known	
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) XXX signed it voluntarily for its stated purpose.	

DIVISION USE ONLY

REQUESTED BY:	SIGNATURE OF CORP-AUTHORIZED EMPLOYEE
<small>The DCJ Identity Theft Index Pin Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJ. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCJ via mail or by fax to (617) 660-4614.</small>	



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

STEVEN GROSSMAN
TREASURER AND RECEIVER GENERAL

KIM S. GAINSBORO, ESQ.
CHAIRMAN

CORI REQUEST FORM

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>		LICENSEE NAME: Anthony's Coal Fired Pizza of Natick LLC	CITY/TOWN: Natick
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APPLICANT INFORMATION

LAST NAME: Achillarre	FIRST NAME: Shannon	MIDDLE NAME:
MAIDEN NAME OR ALIAS (IF APPLICABLE):	PLACE OF BIRTH: Fort Lauderdale, FL	
DATE OF BIRTH: 02/02/1978	SSN:	ID THEFT INDEX PIN (IF APPLICABLE):
MOTHER'S MAIDEN NAME: Bruno	DRIVER'S LICENSE #:	STATE LIC. ISSUED: Florida
GENDER: FEMALE	HEIGHT: 5 9	WEIGHT: 140
		EYE COLOR: Green
CURRENT ADDRESS: 1688 S. Ocean Lane, Unit 265		
CITY/TOWN: Fort Lauderdale	STATE: FL	ZIP: 33316
FORMER ADDRESS: 1532 SW 30th Street		
CITY/TOWN: Fort Lauderdale	STATE: FL	ZIP: 33315

PRINT AND SIGN

PRINTED NAME: Shannon Achillarre	APPLICANT/EMPLOYEE SIGNATURE:
----------------------------------	-------------------------------

NOTARY INFORMATION

On this 1/10/18 before me, the undersigned notary public, personally appeared Shannon Achillarre
(name of document signer), proved to me through satisfactory evidence of identification, which were driver's license
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

NOTARY
MARISA FRANZESE
MY COMMISSION # GG 083971
EXPIRES: July 7, 2021
Bonded Thru Notary Public Underwriters

DIVISION USE ONLY

REQUESTED BY:	
SIGNATURE OF CORN-AUTHORIZED EMPLOYEE	

The DCU identify Theft Index PIN Number is to be completed by those applicants that have been issued an identify Theft PIN Number by the DCU. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. All CORI request forms that include this field are required to be submitted to the DCU via mail or by fax to (617) 690-4614.



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

STEVEN GROSSMAN
TREASURER AND RECEIVER GENERAL

KIM S. GAINSBORO, ESQ.
CHAIRMAN

CORI REQUEST FORM

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>		LICENSEE NAME:	Anthony's Coal Fired Pizza of Natick LLC	CITY/TOWN:	Natick
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APPLICANT INFORMATION

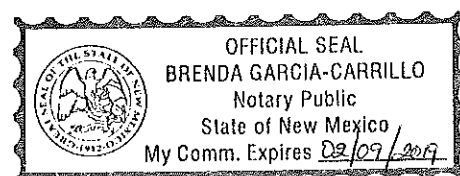
LAST NAME:	Guinn	FIRST NAME:	Rodney	MIDDLE NAME:				
MAIDEN NAME OR ALIAS (IF APPLICABLE):	n/a	PLACE OF BIRTH:	Oklahoma					
DATE OF BIRTH:	06/06/1952	SSN:		ID THEFT INDEX PIN (IF APPLICABLE):				
MOTHER'S MAIDEN NAME:	Curry	DRIVER'S LICENSE #:		STATE LIC. ISSUED:	New Mexico			
GENDER:	MALE	HEIGHT:	5	11	WEIGHT:	188	EYE COLOR:	Hazel
CURRENT ADDRESS:	12231 Mountain Haze Road NE							
CITY/TOWN:	Albuquerque	STATE:	NM	ZIP:	87122			
FORMER ADDRESS:	26 Marion Road							
CITY/TOWN:	Arlington	STATE:	MA	ZIP:	02474			

PRINT AND SIGN

PRINTED NAME:	Rodney Guinn	APPLICANT/EMPLOYEE SIGNATURE:	
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NOTARY INFORMATION

On this	January 09, 2018	before me, the undersigned notary public, personally appeared	Rodney Guinn
(name of document signer), proved to me through satisfactory evidence of identification, which were		is	
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.			
		 NOTARY	



DIVISION USE ONLY

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



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

STEVEN GROSSMAN
TREASURER AND RECEIVER GENERAL

KIM S. GAINSBORO, ESQ.
CHAIRMAN

CORI REQUEST FORM

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	LICENSEE NAME: Anthony's Coal Fired Pizza of Natick LLC	CITY/TOWN: Natick
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APPLICANT INFORMATION

LAST NAME: Franzese	FIRST NAME: Marisa	MIDDLE NAME: G.
MAIDEN NAME OR ALIAS (IF APPLICABLE): Vernale	PLACE OF BIRTH: Waterbury, CT	
DATE OF BIRTH: 10/04/1963	SSN:	ID THEFT INDEX PIN (IF APPLICABLE):
MOTHER'S MAIDEN NAME: Bowen	DRIVER'S LICENSE #:	STATE LIC. ISSUED: Florida
GENDER: FEMALE	HEIGHT: 5 5	WEIGHT: 145
		EYE COLOR: Brown
CURRENT ADDRESS: 10453 NW 2nd Street		
CITY/TOWN: Coral Springs	STATE: FL	ZIP: 33071
FORMER ADDRESS: 2639 N. Riverside Drive, Unit 202		
CITY/TOWN: Pompano Beach	STATE: FL	ZIP: 33062

PRINT AND SIGN

PRINTED NAME: Marisa Franzese	APPLICANT/EMPLOYEE SIGNATURE: <i>Marisa Franzese</i>
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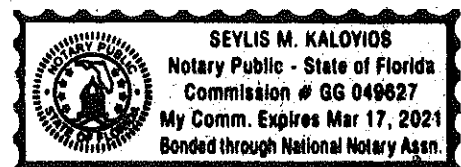
NOTARY INFORMATION

On this 1/18/18	before me, the undersigned notary public, personally appeared Marisa Franzese
(name of document signer), proved to me through satisfactory evidence of identification, which were driver's license	
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.	
<i>Seylis M. Kaloyios</i> NOTARY	

DIVISION USE ONLY

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





Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

STEVEN GROSSMAN
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

KIM S. GAINSBORO, ESQ.
CHAIRMAN

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	LICENSEE NAME: Anthony's Coal Fired Pizza of Natick LLC	CITY/TOWN: Natick
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APPLICANT INFORMATION

LAST NAME: MARZANO	FIRST NAME: Dominick	MIDDLE NAME:
MAIDEN NAME OR ALIAS (IF APPLICABLE): n/a	PLACE OF BIRTH: Hollywood, FL	
DATE OF BIRTH: 02/20/1975	SSN:	ID THEFT INDEX PIN (IF APPLICABLE):
MOTHER'S MAIDEN NAME: Moltisanti	DRIVER'S LICENSE #:	STATE LIC. ISSUED: Florida
GENDER: MALE	HEIGHT: 6 4	WEIGHT: 260
		EYE COLOR: Hazel
CURRENT ADDRESS: 101 S. Ft. Lauderdale Blvd., #2501		
CITY/TOWN: Fort Lauderdale	STATE: FL	ZIP: 33316
FORMER ADDRESS: 1917 SE 21st Avenue		
CITY/TOWN: Fort Lauderdale	STATE: FL	ZIP: 33316

PRINT AND SIGN

PRINTED NAME: Dominick MARZANO	APPLICANT/EMPLOYEE SIGNATURE:
--------------------------------	-------------------------------

NOTARY INFORMATION

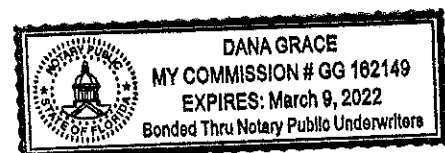
On this January 5 2018 before me, the undersigned notary public, personally appeared Dominick MARZANO
(name of document signer), proved to me through satisfactory evidence of identification, which were DRIVERS license
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

NOTARY

DIVISION USE ONLY

REQUESTED BY:	SIGNATURE OF COM. AUTHORIZED EMPLOYEE
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The DCJ Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identify Theft PIN Number by the DCJ. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. All CORI request forms that include this field are required to be submitted to the DCJ via mail or by fax to (617) 689-4614.





Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

STEVEN GROSSMAN
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

KIM S. GAINSBORO, ESQ.
CHAIRMAN

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSE)</small>		LICENSEE NAME:	Anthony's Coal Fired Pizza of Natick LLC	CITY/TOWN:	Natick
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APPLICANT INFORMATION

LAST NAME:	MARZANO	FIRST NAME:	Michael	MIDDLE NAME:	C.			
MAIDEN NAME OR ALIAS (IF APPLICABLE):	n/a	PLACE OF BIRTH:	Queens, NY					
DATE OF BIRTH:	03/20/1974	SSN:		ID THEFT INDEX PIN (IF APPLICABLE):				
MOTHER'S MAIDEN NAME:	Ripandelli	DRIVER'S LICENSE #:		STATE LIC. ISSUED:	Florida			
GENDER:	MALE	HEIGHT:	5	10	WEIGHT:	200	EYE COLOR:	Hazel
CURRENT ADDRESS:	7 Mendota Lane							
CITY/TOWN:	Sea Ranch Lakes	STATE:	FL	ZIP:	33308			
FORMER ADDRESS:	4900 N. Ocean Blvd., Apt. 904							
CITY/TOWN:	Fort Lauderdale	STATE:	FL	ZIP:	33308			

PRINT AND SIGN

PRINTED NAME:	Michael C. MARZANO	APPLICANT/EMPLOYEE SIGNATURE:	
---------------	--------------------	-------------------------------	--

NOTARY INFORMATION

On this January 5 2018 before me, the undersigned notary public, personally appeared Michael C. MARZANO
(name of document signer), proved to me through satisfactory evidence of identification, which were Drivers license
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

NOTARY

DIVISION USE ONLY

REQUESTED BY:	
<small>SIGNATURE OF TOP AUTHORIZED EMPLOYEE</small>	

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





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STEVEN GROSSMAN
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CORI REQUEST FORM

KIM S. GAINSBORO, ESQ.
CHAIRMAN

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ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>		LICENSEE NAME: Anthony's Coal Fired Pizza of Natick LLC	CITY/TOWN: Natick
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APPLICANT INFORMATION

LAST NAME: Cook	FIRST NAME: Mark	MIDDLE NAME: A.
MAIDEN NAME OR ALIAS (IF APPLICABLE): n/a	PLACE OF BIRTH: Muskegon, MI	
DATE OF BIRTH: 12/20/1958	SSN:	ID THEFT INDEX PIN (IF APPLICABLE):
MOTHER'S MAIDEN NAME: Vinn	DRIVER'S LICENSE #:	STATE LIC. ISSUED: New Jersey
GENDER: MALE	HEIGHT: 6 1	WEIGHT: 250 EYE COLOR: Brown
CURRENT ADDRESS: 16 Clearbrook Lane		
CITY/TOWN: Sewell	STATE: NJ	ZIP: 08080
FORMER ADDRESS: Locus Street		
CITY/TOWN: Philadelphia	STATE: PA	ZIP:

PRINT AND SIGN

PRINTED NAME: Mark A. Cook	APPLICANT/EMPLOYEE SIGNATURE:
----------------------------	-------------------------------

NOTARY INFORMATION

On this 1/7/18	before me, the undersigned notary public, personally appeared Mark A. Cook
(name of document signer), proved to me through satisfactory evidence of identification, which were DRIVERS LICENSE	
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose.	
 NOTARY	

DIVISION USE ONLY

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

KAREN V LEVETT
Notary Public
State of New Jersey
My Commission Expires Mar 1, 2021



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

STEVEN GROSSMAN
TREASURER AND RECEIVER GENERAL

KIM S. GAINSBORO, ESQ.
CHAIRMAN

CORI REQUEST FORM

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ABCC LICENSE INFORMATION

ABCC NUMBER:		LICENSEE NAME: Anthony's Coal Fired Pizza of Natick LLC	CITY/TOWN: Natick
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APPLICANT INFORMATION

LAST NAME: Mozzicato	FIRST NAME: Deborah	MIDDLE NAME: Lyn
MAIDEN NAME OR ALIAS (IF APPLICABLE): Spahnolt, Callahan	PLACE OF BIRTH: Ohio	
DATE OF BIRTH: 11/16/1965	SSN:	ID THEFT INDEX PIN (IF APPLICABLE):
MOTHER'S MAIDEN NAME: Callahan	DRIVER'S LICENSE #:	STATE LIC. ISSUED: North Carolina
GENDER: FEMALE	HEIGHT: 5' 2"	WEIGHT: 108
		EYE COLOR: Brown
CURRENT ADDRESS: 8475 Ember Lane NW		
CITY/TOWN: Ash	STATE: NC	ZIP: 28420
FORMER ADDRESS: 720 Ponce De Leon Drive		
CITY/TOWN: Fort Lauderdale	STATE: FL	ZIP: 33316

PRINT AND SIGN

PRINTED NAME: Deborah Lyn Mozzicato	APPLICANT/EMPLOYEE SIGNATURE: <i>Deborah Mozzicato</i>
-------------------------------------	--

NOTARY INFORMATION

On this <u>19th of January 2018</u>	before me, the undersigned notary public, personally appeared <u>Deborah Lyn Mozzicato</u>
(name of document signer), proved to me through satisfactory evidence of identification, which were <u>Personally Known</u>	
to be the person whose name is signed on the <u>ABCC License</u> and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose	
 <u>Judy S. Faircloth</u> NOTARY	

my Commissioner approval
04/22/2021

DIVISION USE ONLY

RECEIVED BY:	DATE:
<small>Printed name of the person who received this document. If the person is a minor, the name of the parent or guardian must be printed. If the person is a minor, the name of the parent or guardian must be printed. All other requests for this form must be made by fax to (617) 460-4654.</small>	



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

KIM S. GAINSBORO, ESQ.
CHAIRMAN

STEVEN GROSSMAN
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	LICENSEE NAME: Anthony's Coal Fired Pizza of Natick LLC	CITY/TOWN: Natick
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APPLICANT INFORMATION

LAST NAME: Nersinger	FIRST NAME: Susan	MIDDLE NAME: J.
MAIDEN NAME OR ALIAS (IF APPLICABLE):	PLACE OF BIRTH: Rochester, NY	
DATE OF BIRTH: 02/14/1965	SSN:	ID THEFT INDEX PIN (IF APPLICABLE):
MOTHER'S MAIDEN NAME: Kawabata	DRIVER'S LICENSE #:	STATE LIC. ISSUED: New Jersey
GENDER: FEMALE	HEIGHT: 5 3	WEIGHT: 120
		EYE COLOR: Brown
CURRENT ADDRESS: 15 Clearbrook Lane		
CITY/TOWN: Sewell	STATE: NJ	ZIP: 08080
FORMER ADDRESS: 489 French Road		
CITY/TOWN: Rochester	STATE: NY	ZIP: 14618

PRINT AND SIGN

PRINTED NAME: Susan J. Nersinger	APPLICANT/EMPLOYEE SIGNATURE:
----------------------------------	-------------------------------

NOTARY INFORMATION

On this Jan 6th 2018 before me, the undersigned notary public, personally appeared Susan J. Nersinger
(name of document signer), proved to me through satisfactory evidence of identification, which were License
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

NOTARY

AUSTIN A CANUSO
Notary Public - State of New Jersey
My Commission Expires Jun 7, 2022

DIVISION USE ONLY

REQUESTED BY:	SIGNATURE OF CORI AUTHORIZED EMPLOYEE
---------------	---------------------------------------

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



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

STEVEN GROSSMAN
TREASURER AND RECEIVER GENERAL

KIM S. GAINSBORO, ESQ.
CHAIRMAN

CORI REQUEST FORM

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	LICENSEE NAME: Anthony's Coal Fired Pizza of Natick LLC	CITY/TOWN: Natick
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APPLICANT INFORMATION

LAST NAME: Wagner, III	FIRST NAME: Karl	MIDDLE NAME: Augustus
MAIDEN NAME OR ALIAS (IF APPLICABLE): n/a	PLACE OF BIRTH: Minnesota	
DATE OF BIRTH: 04/08/1969	SSN: [REDACTED]	ID THEFT INDEX PIN (IF APPLICABLE): [REDACTED]
MOTHER'S MAIDEN NAME: Kuns	DRIVER'S LICENSE #: [REDACTED]	STATE LIC. ISSUED: Pennsylvania
GENDER: MALE	HEIGHT: 6 1	WEIGHT: 210 EYE COLOR: Hazel
CURRENT ADDRESS: 173 Wentworth Lane		
CITY/TOWN: Rosemont	STATE: PA	ZIP: 19010
FORMER ADDRESS: 618 Kenilworth Road		
CITY/TOWN: Ardmore	STATE: PA	ZIP: 19003

PRINT AND SIGN

PRINTED NAME: Karl Wagner III	APPLICANT/EMPLOYEE SIGNATURE: [Signature]
-------------------------------	---

NOTARY INFORMATION

On this JANUARY 8, 2018 before me, the undersigned notary public, personally appeared Karl Wagner III
(name of document signer), proved to me through satisfactory evidence of identification, which were DRIVERS LICENSE
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

Nancy L Conklin
NOTARY

Commonwealth of Pennsylvania

Notarial Seal
NANCY L CONKLIN - Notary Public
MILFORD TWP, PIKE COUNTY
My Commission Expires Oct 26, 2021

DIVISION USE ONLY

REQUESTED BY: [REDACTED]
<small>SIGNATURE OF CORI AUTHORIZED EMPLOYEE</small>

The DCJ Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJ. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. All CORI request forms that include this field are required to be submitted to the DCJ via mail or by fax to (617) 660-6614.



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

STEVEN GROSSMAN
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

KIM S. GAINSBORO, ESQ.
CHAIRMAN

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

ABCC LICENSE INFORMATION

ABCC NUMBER: (IF EXISTING LICENSEE)	LICENSEE NAME: Anthony's Coal Fired Pizza of Natick LLC	CITY/TOWN: Natick
--	---	-------------------

APPLICANT INFORMATION

LAST NAME: Yoseloff	FIRST NAME: Anthony	MIDDLE NAME:
MAIDEN NAME OR ALIAS (IF APPLICABLE): n/a	PLACE OF BIRTH: New York	
DATE OF BIRTH: 02/07/1974	SSN:	ID THEFT INDEX PIN (IF APPLICABLE):
MOTHER'S MAIDEN NAME: Carbone	DRIVER'S LICENSE #:	STATE LIC. ISSUED: New York
GENDER: MALE	HEIGHT: 5 5	WEIGHT: 150
		EYE COLOR: Brown
CURRENT ADDRESS: 15 Central Park West #3D		
CITY/TOWN: New York	STATE: NY	ZIP: 10023
FORMER ADDRESS: 1 Columbus Place		
CITY/TOWN: New York	STATE: NY	ZIP: 10019

PRINT AND SIGN

PRINTED NAME: Anthony Yoseloff	APPLICANT/EMPLOYEE SIGNATURE:
--------------------------------	-------------------------------

NOTARY INFORMATION

On this JAN 9, 2018	before me, the undersigned notary public, personally appeared Anthony Yoseloff
(name of document signer), proved to me through satisfactory evidence of identification, which were	
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.	
NOTARY	

GLORIA LIU
NOTARY PUBLIC, STATE OF NEW YORK
NO. 02LI6326575
QUALIFIED IN NEW YORK COUNTY
MY COMMISSION EXPIRES JUN 22, 2019

DIVISION USE ONLY

REQUESTED BY:	SIGNATURE OF CORI AUTHORIZED EMPLOYEE
---------------	---------------------------------------

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

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGE LICENSE

BENEFICIAL INTEREST - Organization

Please complete a Beneficial Interest - Organization sheet for all organization(s) who have a direct or indirect beneficial interest, with or without ownership, in this license.

Example:

ABC Inc. is applying for a liquor license. ABC Inc. is 100% owned by XYZ Inc., which is 100% owned by 123 Inc. XYZ Inc. is considered to have a direct beneficial interest in the proposed licensee (ABC Inc.) and 123 Inc. is considered to have indirect beneficial interest in the proposed licensee (ABC Inc.). Both XYZ Inc. and 123 Inc. should complete a Beneficial Interest - Organization Form.

Entity Name: Anthony's Pizza Holding Company, LLC

FEIN: 20-1394718

Primary Phone: (954) 917-2332

Fax Number:

Alternative Phone:

Email: MarisaF@acfp.com

Business Address

Street Number: 200

Street Name: West Cypress Creek Road 220

City/Town: Fort Lauderdale

State:

FL

Zip Code: 33309

Country:

USA

Mailing Address

☒ Check here if your Mailing Address is the same as your Business Address

Street Number:

Street Name:

City/Town:

State:

Zip Code:

Country:

Publicly Traded

Is this organization publicly traded? ☐ Yes ☒ No

Ownership / Interest

Using the definition above, does this organization hold a direct or indirect interest in the proposed licensee? ☒ Direct ☐ Indirect

If this organization holds a direct beneficial interest in the proposed licensee, please list the % of interest it holds.

100

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table on the next page.

Ownership / Interest

If this organization holds an indirect interest in the proposed licensee, please list the organization(s) it holds a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN
See Exhibit A	

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest this entity has in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
Anthony's Coal Fired Pizza	\$12 On Premises	062400026	201 Constitution Avenue, Littleton
Anthony's Coal Fired Pizza	\$12 On Premises	080000222	180 Needham Street, Newton
Anthony's Coal Fired Pizza	\$12 On Premises	090200058	100028 SHOPS WAY, NORTHBOROUGH
Anthony's Coal Fired Pizza	\$12 On Premises	101600038	48 WALKERS BROOK DRIVE, READING
Anthony's Coal Fired Pizza	\$12 On Premises	145600013	119 UNIVERSITY AVENUE, WESTWOOD

Prior Disciplinary Action

Has this entity ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

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

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGE LICENSE

BENEFICIAL INTEREST - Organization

Please complete a Beneficial Interest - Organization sheet for all organization(s) who have a direct or indirect beneficial interest, with or without ownership, in this license.

Example:

ABC Inc. is applying for a liquor license. ABC Inc. is 100% owned by XYZ Inc., which is 100% owned by 123 Inc. XYZ Inc. is considered to have a direct beneficial interest in the proposed licensee (ABC Inc.) and 123 Inc. is considered to have indirect beneficial interest in the proposed licensee (ABC Inc.). Both XYZ Inc. and 123 Inc. should complete a Beneficial Interest - Organization Form.

Entity Name: ACFP Management, Inc.

FEIN: 45-4066305

Primary Phone: (954) 917-2332

Fax Number:

Alternative Phone:

Email:

MarisaF@acfp.com

Business Address

Street Number: 200

Street Name: West Cypress Creek Road 220

City/Town: Fort Lauderdale

State:

FL

Zip Code: 33309

Country:

USA

Mailing Address

☒ Check here if your Mailing Address is the same as your Business Address

Street Number:

Street Name:

City/Town:

State:

Zip Code:

Country:

Publicly Traded

Is this organization publicly traded?

☐ Yes

☒ No

Ownership / Interest

Using the definition above, does this organization hold a direct or indirect interest in the proposed licensee?

☐ Direct

☒ Indirect

If this organization holds a direct beneficial interest in the proposed licensee, please list the % of interest it holds.

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table on the next page.

Ownership / Interest

If this organization holds an indirect interest in the proposed licensee, please list the organization(s) it holds a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN
Anthony's Pizza Holding Company, LLC	20-1394718
See Exhibit A	

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest this entity has in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
Anthony's Coal Fired Pizza	\$12 On Premises	062400026	201 Constitution Avenue, Littleton
Anthony's Coal Fired Pizza	\$12 On Premises	080000222	180 Needham Street, Newton
Anthony's Coal Fired Pizza	\$12 On Premises	090200058	100028 SHOPS WAY, NORTHBOROUGH
Anthony's Coal Fired Pizza	\$12 On Premises	101600038	48 WALKERS BROOK DRIVE, READING
Anthony's Coal Fired Pizza	\$12 On Premises	145600013	119 UNIVERSITY AVENUE, WESTWOOD

Prior Disciplinary Action

Has this entity ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action?
If yes, please complete the following:

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

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGE LICENSE

BENEFICIAL INTEREST - Organization

Please complete a Beneficial Interest - Organization sheet for all organization(s) who have a direct or indirect beneficial interest, with or without ownership, in this license.

Example:

ABC Inc. is applying for a liquor license. ABC Inc. is 100% owned by XYZ Inc., which is 100% owned by 123 Inc. XYZ Inc. is considered to have a direct beneficial interest in the proposed licensee (ABC Inc.) and 123 Inc. is considered to have indirect beneficial interest in the proposed licensee (ABC Inc.). Both XYZ Inc. and 123 Inc. should complete a Beneficial Interest - Organization Form.

Entity Name: Plastic Tripod, Inc.

FEIN: 47-5609452

Primary Phone: (954) 917-2332

Fax Number:

Alternative Phone:

Email:

MarisaF@acfp.com

Business Address

Street Number: 200

Street Name: West Cypress Creek Road 220

City/Town: Fort Lauderdale

State:

FL

Zip Code: 33309

Country:

USA

Mailing Address

☒ Check here if your Mailing Address is the same as your Business Address

Street Number:

Street Name:

City/Town:

State:

Zip Code:

Country:

Publicly Traded

Is this organization publicly traded?

☐ Yes

☒ No

Ownership / Interest

Using the definition above, does this organization hold a direct or indirect interest in the proposed licensee?

☐ Direct

☒ Indirect

If this organization holds a direct beneficial interest in the proposed licensee, please list the % of interest it holds.

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table on the next page.

Ownership / Interest

If this organization holds an indirect interest in the proposed licensee, please list the organization(s) it holds a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN
ACFP Management, Inc. - 100%	45-4066305
Anthony's Pizza Holding Company, LLC	20-1394715
See Exhibit A	

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest this entity has in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
Anthony's Coal Fired Pizza	\$12 On Premises	062400026	201 Constitution Avenue, Littleton
Anthony's Coal Fired Pizza	\$12 On Premises	080000222	180 Needham Street, Newton
Anthony's Coal Fired Pizza	\$12 On Premises	090200058	100028 SHOPS WAY, NORTHBOROUGH
Anthony's Coal Fired Pizza	\$12 On Premises	101600038	48 WALKERS BROOK DRIVE, READING
Anthony's Coal Fired Pizza	\$12 On Premises	145600013	119 UNIVERSITY AVENUE, WESTWOOD

Prior Disciplinary Action

Has this entity ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

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

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGE LICENSE

BENEFICIAL INTEREST - Organization

Please complete a Beneficial Interest - Organization sheet for all organization(s) who have a direct or indirect beneficial interest, with or without ownership, in this license.

Example:

ABC Inc. is applying for a liquor license. ABC Inc. is 100% owned by XYZ Inc., which is 100% owned by 123 Inc. XYZ Inc. is considered to have a direct beneficial interest in the proposed licensee (ABC Inc.) and 123 Inc. is considered to have indirect beneficial interest in the proposed licensee (ABC Inc.). Both XYZ Inc. and 123 Inc. should complete a Beneficial Interest - Organization Form.

Entity Name:	Hot Air, Inc.	FEIN:	47-5596389
Primary Phone:	(954) 917-2332	Fax Number:	
Alternative Phone:		Email:	MarisaF@acfp.com

Business Address

Street Number:	200	Street Name:	West Cypress Creek Road 220
City/Town:	Fort Lauderdale	State:	FL
Zip Code:	33309	Country:	USA

Mailing Address

☒ Check here if your Mailing Address is the same as your Business Address

Street Number:		Street Name:	
City/Town:		State:	
Zip Code:		Country:	

Publicly Traded

Is this organization publicly traded? ☐ Yes ☒ No

Ownership / Interest

Using the definition above, does this organization hold a direct or indirect interest in the proposed licensee? ☐ Direct ☒ Indirect

If this organization holds a direct beneficial interest in the proposed licensee, please list the % of interest it holds.

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table on the next page.

Ownership / Interest

If this organization holds an indirect interest in the proposed licensee, please list the organization(s) it holds a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN
Plastic Tripod, Inc. - 100%	47-5609452
ACFP Management, Inc.	45-4066305
Anthony's Pizza Holding Company, LLC	20-1394718

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest this entity has in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
Anthony's Coal Fired Pizza	\$12 On Premises	062400026	201 Constitution Avenue, Littleton
Anthony's Coal Fired Pizza	\$12 On Premises	080000222	180 Needham Street, Newton
Anthony's Coal Fired Pizza	\$12 On Premises	090200058	100028 SHOPS WAY, NORTHBOROUGH
Anthony's Coal Fired Pizza	\$12 On Premises	101600038	48 WALKERS BROOK DRIVE, READING
Anthony's Coal Fired Pizza	\$12 On Premises	145600013	119 UNIVERSITY AVENUE, WESTWOOD

Prior Disciplinary Action

Has this entity ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action?
If yes, please complete the following:

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

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGE LICENSE

BENEFICIAL INTEREST - Organization

Please complete a Beneficial Interest - Organization sheet for all organization(s) who have a direct or indirect beneficial interest, with or without ownership, in this license.

Example:

ABC Inc. is applying for a liquor license. ABC Inc. is 100% owned by XYZ Inc., which is 100% owned by 123 Inc. XYZ Inc. is considered to have a direct beneficial interest in the proposed licensee (ABC Inc.) and 123 Inc. is considered to have indirect beneficial interest in the proposed licensee (ABC Inc.). Both XYZ Inc. and 123 Inc. should complete a Beneficial Interest - Organization Form.

Entity Name:	Cardboard Box, LLC	FEIN:	47-5496274
Primary Phone:	(954) 917-2332	Fax Number:	
Alternative Phone:		Email:	MarisaF@acfp.com

Business Address

Street Number:	200	Street Name:	West Cypress Creek Road 220
City/Town:	Fort Lauderdale	State:	FL
Zip Code:	33309	Country:	USA

Mailing Address

☒ Check here if your Mailing Address is the same as your Business Address

Street Number:		Street Name:	
City/Town:		State:	
Zip Code:		Country:	

Publicly Traded

Is this organization publicly traded? ☐ Yes ☒ No

Ownership / Interest

Using the definition above, does this organization hold a direct or indirect interest in the proposed licensee? ☐ Direct ☒ Indirect

If this organization holds a direct beneficial interest in the proposed licensee, please list the % of interest it holds.

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table on the next page.

Ownership / Interest

If this organization holds an indirect interest in the proposed licensee, please list the organization(s) it holds a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN
Hot Air, Inc. - 100%	47-5596389
Multiple Entities - See Exhibit A	

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest this entity has in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
Anthony's Coal Fired Pizza	\$12 On Premises	062400026	201 Constitution Avenue, Littleton
Anthony's Coal Fired Pizza	\$12 On Premises	080000222	180 Needham Street, Newton
Anthony's Coal Fired Pizza	\$12 On Premises	090200058	100028 SHOPS WAY, NORTHBOROUGH
Anthony's Coal Fired Pizza	\$12 On Premises	101600038	48 WALKERS BROOK DRIVE, READING
Anthony's Coal Fired Pizza	\$12 On Premises	145600013	119 UNIVERSITY AVENUE, WESTWOOD

Prior Disciplinary Action

Has this entity ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

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

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGE LICENSE

BENEFICIAL INTEREST - Organization

Please complete a Beneficial Interest - Organization sheet for all organization(s) who have a direct or indirect beneficial interest, with or without ownership, in this license.

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Entity Name: FEIN:

Primary Phone: Fax Number:

Alternative Phone: Email:

Business Address

Street Number: Street Name:

City/Town: State:

Zip Code: Country:

Mailing Address

☒ Check here if your Mailing Address is the same as your Business Address.

Street Number: Street Name:

City/Town: State:

Zip Code: Country:

Publicly Traded

Is this organization publicly traded? ☒ Yes ☐ No

Ownership / Interest

Using the definition above, does this organization hold a direct or indirect interest in the proposed licensee? ☐ Direct ☒ Indirect

If this organization holds a direct beneficial interest in the proposed licensee, please list the % of interest it holds.

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table on the next page.

Ownership / Interest

If this organization holds an indirect interest in the proposed licensee, please list the organization(s) it holds a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN
Cardboard Box, LLC - 3.53%	47-5496274
Multiple Entities See Exhibit A	

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest this entity has in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
Anthony's Coal Fired Pizza	\$12 On Premises	062400026	201 Constitution Avenue, Littleton
Anthony's Coal Fired Pizza	\$12 On Premises	080000222	180 Needham Street, Newton
Anthony's Coal Fired Pizza	\$12 On Premises	090200058	100028 SHOPS WAY, NORTHBOROUGH
Anthony's Coal Fired Pizza	\$12 On Premises	101600038	48 WALKERS BROOK DRIVE, READING
Anthony's Coal Fired Pizza	\$12 On Premises	145600013	119 UNIVERSITY AVENUE, WESTWOOD

Prior Disciplinary Action

Has this entity ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

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

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGE LICENSE

BENEFICIAL INTEREST - Organization

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Example:

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Entity Name: Home Team Pizza, LLC

FEIN: 45-5082266

Primary Phone:

Fax Number:

Alternative Phone:

Email:

Business Address

Street Number: 520

Street Name: Madison Avenue, 30th Floor, Attn: Anthony Yoseloff

City/Town: New York

State: NY

Zip Code: 10022

Country: USA

Mailing Address

☒ Check here if your Mailing Address is the same as your Business Address

Street Number:

Street Name:

City/Town:

State:

Zip Code:

Country:

Publicly Traded

Is this organization publicly traded? ☒ Yes ☐ No

Ownership / Interest

Using the definition above, does this organization hold a direct or indirect interest in the proposed licensee? ☐ Direct ☒ Indirect

If this organization holds a direct beneficial interest in the proposed licensee, please list the % of interest it holds.

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table on the next page.

Ownership / Interest

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Name of Beneficial Interest - Organization	FEIN
Cardboard Box, LLC - 0.14%	47-5496274
Multiple Entities - See Exhibit A	

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest this entity has in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
Anthony's Coal Fired Pizza	\$12 On Premises	062400026	201 Constitution Avenue, Littleton
Anthony's Coal Fired Pizza	\$12 On Premises	080000222	180 Needham Street, Newton
Anthony's Coal Fired Pizza	\$12 On Premises	090200058	100028 SHOPS WAY, NORTHBOROUGH
Anthony's Coal Fired Pizza	\$12 On Premises	101600038	48 WALKERS BROOK DRIVE, READING
Anthony's Coal Fired Pizza	\$12 On Premises	145600013	119 UNIVERSITY AVENUE, WESTWOOD

Prior Disciplinary Action

Has this entity ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

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

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGE LICENSE

BENEFICIAL INTEREST - Organization

Please complete a Beneficial Interest - Organization sheet for all organization(s) who have a direct or indirect beneficial interest, with or without ownership, in this license.

Example:

ABC Inc. is applying for a liquor license. ABC Inc. is 100% owned by XYZ Inc., which is 100% owned by 123 Inc. XYZ Inc. is considered to have a direct beneficial interest in the proposed licensee (ABC Inc.) and 123 Inc. is considered to have indirect beneficial interest in the proposed licensee (ABC Inc.). Both XYZ Inc. and 123 Inc. should complete a Beneficial Interest - Organization Form.

Entity Name:

FEIN:

Primary Phone:

Fax Number:

Alternative Phone:

Email:

Business Address

Street Number:

Street Name:

City/Town:

State:

Zip Code:

Country:

Mailing Address

☒ Check here if your Mailing Address is the same as your Business Address

Street Number:

Street Name:

City/Town:

State:

Zip Code:

Country:

Publicly Traded

Is this organization publicly traded? ☒ Yes ☐ No

Ownership / Interest

Using the definition above, does this organization hold a direct or indirect interest in the proposed licensee? ☐ Direct ☒ Indirect

If this organization holds a direct beneficial interest in the proposed licensee, please list the % of interest it holds.

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table on the next page.

Ownership / Interest

If this organization holds an indirect interest in the proposed licensee, please list the organization(s) it holds a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN
Cardboard Box, LLC - 0.48%	47-5496274
Multiple Entities - See Exhibit A	

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest this entity has in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
Anthony's Coal Fired Pizza	\$12 On Premises	062400026	201 Constitution Avenue, Littleton
Anthony's Coal Fired Pizza	\$12 On Premises	080000222	180 Needham Street, Newton
Anthony's Coal Fired Pizza	\$12 On Premises	090200058	100028 SHOPS WAY, NORTHBOROUGH
Anthony's Coal Fired Pizza	\$12 On Premises	101600038	48 WALKERS BROOK DRIVE, READING
Anthony's Coal Fired Pizza	\$12 On Premises	145600013	119 UNIVERSITY AVENUE, WESTWOOD

Prior Disciplinary Action

Has this entity ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action?
If yes, please complete the following:

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

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGE LICENSE

BENEFICIAL INTEREST - Organization

Please complete a Beneficial Interest - Organization sheet for all organization(s) who have a direct or indirect beneficial interest, with or without ownership, in this license.

Example:

ABC Inc. is applying for a liquor license. ABC Inc. is 100% owned by XYZ Inc., which is 100% owned by 123 Inc. XYZ Inc. is considered to have a direct beneficial interest in the proposed licensee (ABC Inc.) and 123 Inc. is considered to have indirect beneficial interest in the proposed licensee (ABC Inc.). Both XYZ Inc. and 123 Inc. should complete a Beneficial Interest - Organization Form.

Entity Name:	Rockmar Management, LLC	FEIN:	20-4663708
Primary Phone:	954-917-2332	Fax Number:	
Alternative Phone:		Email:	MarisaF@acfp.com

Business Address

Street Number:	1660	Street Name:	NW 19th Avenue
City/Town:	Pompano Beach	State:	FL
Zip Code:	33069	Country:	USA

Mailing Address

☒ Check here if your Mailing Address is the same as your Business Address

Street Number:		Street Name:	
City/Town:		State:	
Zip Code:		Country:	

Publicly Traded

Is this organization publicly traded? ☒ Yes ☐ No

Ownership / Interest

Using the definition above, does this organization hold a direct or indirect interest in the proposed licensee? ☐ Direct ☒ Indirect

If this organization holds a direct beneficial interest in the proposed licensee, please list the % of interest it holds.

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table on the next page.

Ownership / Interest

If this organization holds an indirect interest in the proposed licensee, please list the organization(s) it holds a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN
Cardboard Box, LLC - 0.16%	47-5496274
Multiple Entities - See Exhibit A	

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest this entity has in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
Anthony's Coal Fired Pizza	\$12 On Premises	062400026	201 Constitution Avenue, Littleton
Anthony's Coal Fired Pizza	\$12 On Premises	080000222	180 Needham Street, Newton
Anthony's Coal Fired Pizza	\$12 On Premises	090200058	100028 SHOPS WAY, NORTHBOROUGH
Anthony's Coal Fired Pizza	\$12 On Premises	101600038	48 WALKERS BROOK DRIVE, READING
Anthony's Coal Fired Pizza	\$12 On Premises	145600013	119 UNIVERSITY AVENUE, WESTWOOD

Prior Disciplinary Action

Has this entity ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action?
If yes, please complete the following:

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

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGE LICENSE

BENEFICIAL INTEREST - Organization

Please complete a Beneficial Interest - Organization sheet for all organization(s) who have a direct or indirect beneficial interest, with or without ownership, in this license.

Example:

ABC Inc. is applying for a liquor license. ABC Inc. is 100% owned by XYZ Inc., which is 100% owned by 123 Inc. XYZ Inc. is considered to have a direct beneficial interest in the proposed licensee (ABC Inc.) and 123 Inc. is considered to have indirect beneficial interest in the proposed licensee (ABC Inc.). Both XYZ Inc. and 123 Inc. should complete a Beneficial Interest - Organization Form.

Entity Name: FEIN:
Primary Phone: Fax Number:
Alternative Phone: Email:

Business Address

Street Number: Street Name:
City/Town: State:
Zip Code: Country:

Mailing Address

☒ Check here if your Mailing Address is the same as your Business Address

Street Number: Street Name:
City/Town: State:
Zip Code: Country:

Publicly Traded

Is this organization publicly traded? ☐ Yes ☒ No

Ownership / Interest

Using the definition above, does this organization hold a direct or indirect interest in the proposed licensee? ☐ Direct ☒ Indirect

If this organization holds a direct beneficial interest in the proposed licensee, please list the % of interest it holds.

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table on the next page.

Ownership / Interest

If this organization holds an indirect interest in the proposed licensee, please list the organization(s) it holds a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN
Cardboard Box, LLC - 0.72%	47-5496274
Multiple Entities - See Exhibit A	

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest this entity has in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
Anthony's Coal Fired Pizza	\$12 On Premises	062400026	201 Constitution Avenue, Littleton
Anthony's Coal Fired Pizza	\$12 On Premises	080000222	180 Needham Street, Newton
Anthony's Coal Fired Pizza	\$12 On Premises	090200058	100028 SHOPS WAY, NORTHBOROUGH
Anthony's Coal Fired Pizza	\$12 On Premises	101600038	48 WALKERS BROOK DRIVE, READING
Anthony's Coal Fired Pizza	\$12 On Premises	145600013	119 UNIVERSIT. AVENUE, WESTWOOD

Prior Disciplinary Action

Has this entity ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action?
If yes, please complete the following:

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

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGE LICENSE

BENEFICIAL INTEREST - Organization

Please complete a Beneficial Interest - Organization sheet for all organization(s) who have a direct or indirect beneficial interest, with or without ownership, in this license.

Example:

ABC Inc. is applying for a liquor license. ABC Inc. is 100% owned by XYZ Inc., which is 100% owned by 123 Inc. XYZ Inc. is considered to have a direct beneficial interest in the proposed licensee (ABC Inc.) and 123 Inc. is considered to have indirect beneficial interest in the proposed licensee (ABC Inc.). Both XYZ Inc. and 123 Inc. should complete a Beneficial Interest - Organization Form.

Entity Name:	FC Pizza, LLC	FEIN:	27-1200570
Primary Phone:	(954) 917-2332	Fax Number:	
Alternative Phone:		Email:	MarisaF@acfp.com

Business Address

Street Number:	15	Street Name:	Union Avenue
City/Town:	Upper Saddle River	State:	NJ
Zip Code:	07458	Country:	USA

Mailing Address

☒ Check here if your Mailing Address is the same as your Business Address

Street Number:		Street Name:	
City/Town:		State:	
Zip Code:		Country:	

Publicly Traded

Is this organization publicly traded? ☐ Yes ☒ No

Ownership / Interest

Using the definition above, does this organization hold a direct or indirect interest in the proposed licensee? ☐ Direct ☒ Indirect

If this organization holds a direct beneficial interest in the proposed licensee, please list the % of interest it holds.

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table on the next page.

Ownership / Interest

If this organization holds an indirect interest in the proposed licensee, please list the organization(s) it holds a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN
Cardboard Box, LLC - 1.21%	47-5496274
Multiple Entities - See Exhibit A	

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest this entity has in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
Anthony's Coal Fired Pizza	\$12 On Premises	062400026	201 Constitution Avenue, Littleton
Anthony's Coal Fired Pizza	\$12 On Premises	080000222	180 Needham Street, Newton
Anthony's Coal Fired Pizza	\$12 On Premises	090200058	100028 SHOPS WAY, NORTHBOROUGH
Anthony's Coal Fired Pizza	\$12 On Premises	101600038	48 WALKERS BROOK DRIVE, READING
Anthony's Coal Fired Pizza	\$12 On Premises	145600013	119 UNIVERSITY AVENUE, WESTWOOD

Prior Disciplinary Action

Has this entity ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action?
If yes, please complete the following:

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

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGE LICENSE

BENEFICIAL INTEREST - Organization

Please complete a Beneficial Interest - Organization sheet for all organization(s) who have a direct or indirect beneficial interest, with or without ownership, in this license.

Example:

ABC Inc. is applying for a liquor license. ABC Inc. is 100% owned by XYZ Inc., which is 100% owned by 123 Inc. XYZ Inc. is considered to have a direct beneficial interest in the proposed licensee (ABC Inc.) and 123 Inc. is considered to have indirect beneficial interest in the proposed licensee (ABC Inc.). Both XYZ Inc. and 123 Inc. should complete a Beneficial Interest - Organization Form.

Entity Name:	CP7 Warming Bag, L.P.	FEIN:	47-5496274
Primary Phone:	(954) 917-2332	Fax Number:	
Alternative Phone:		Email:	MarisaF@acfp.com

Business Address

Street Number:	200	Street Name:	West Cypress Creek Road 220
City/Town:	Fort Lauderdale	State:	FL
Zip Code:	33309	Country:	USA

Mailing Address

☒ Check here if your Mailing Address is the same as your Business Address

Street Number:		Street Name:	
City/Town:		State:	
Zip Code:		Country:	

Publicly Traded

Is this organization publicly traded? ☐ Yes ☒ No

Ownership / Interest

Using the definition above, does this organization hold a direct or indirect interest in the proposed licensee? ☐ Direct ☒ Indirect

If this organization holds a direct beneficial interest in the proposed licensee, please list the % of interest it holds.

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table on the next page.

Ownership / Interest

If this organization holds an indirect interest in the proposed licensee, please list the organization(s) it holds a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN
Cardboard Box, LLC - 80%	47-5496274
Multiple Entities - See Exhibit A	

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest this entity has in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
Anthony's Coal Fired Pizza	\$12 On Premises	062400026	201 Constitution Avenue, Littleton
Anthony's Coal Fired Pizza	\$12 On Premises	080000222	180 Needham Street, Newton
Anthony's Coal Fired Pizza	\$12 On Premises	090200058	100028 SHOPS WAY, NORTHBOROUGH
Anthony's Coal Fired Pizza	\$12 On Premises	101600038	48 WALKERS BROOK DRIVE, READING
Anthony's Coal Fired Pizza	\$12 On Premises	145600013	119 UNIVERSITY AVENUE, WESTWOOD

Prior Disciplinary Action

Has this entity ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

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

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGE LICENSE

BENEFICIAL INTEREST - Organization

Please complete a Beneficial Interest - Organization sheet for all organization(s) who have a direct or indirect beneficial interest, with or without ownership, in this license.

Example:

ABC Inc. is applying for a liquor license. ABC Inc. is 100% owned by XYZ Inc., which is 100% owned by 123 Inc. XYZ Inc. is considered to have a direct beneficial interest in the proposed licensee (ABC Inc.) and 123 Inc. is considered to have indirect beneficial interest in the proposed licensee (ABC Inc.). Both XYZ Inc. and 123 Inc. should complete a Beneficial Interest - Organization Form.

Entity Name:	Catterton Funds	FEIN:	
Primary Phone:	203-629-4901	Fax Number:	203-629-4903
Alternative Phone:		Email:	info@catterton.com

Business Address

Street Number:	599	Street Name:	West Putnam Avenue
City/Town:	Greenwich	State:	CT
Zip Code:	06830	Country:	USA

Mailing Address

☒ Check here if your Mailing Address is the same as your Business Address

Street Number:		Street Name:	
City/Town:		State:	
Zip Code:		Country:	

Publicly Traded

Is this organization publicly traded? ☐ Yes ☒ No

Ownership / Interest

Using the definition above, does this organization hold a direct or indirect interest in the proposed licensee? ☐ Direct ☒ Indirect

If this organization holds a direct beneficial interest in the proposed licensee, please list the % of interest it holds.

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table on the next page.

Ownership / Interest

If this organization holds an indirect interest in the proposed licensee, please list the organization(s) it holds a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN
CP7 Warming Bag, L.P. - 100%	47-5496274
Multiple Entities - See Exhibit A	

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest this entity has in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
Anthony's Coal Fired Pizza of New	\$12 On Premises	062400026	201 Constitution Avenue, Littleton
Anthony's Coal Fired Pizza of New	\$12 On Premises	080000222	180 Needham Street, Newton
Anthony's Coal Fired Pizza of New	\$12 On Premises	090200058	100028 SHOPS WAY, NORTHBOROUGH
Anthony's Coal Fired Pizza of New	\$12 On Premises	101600038	48 WALKERS BROOK DRIVE, READING
Anthony's Coal Fired Pizza	\$12 On Premises	145600013	119 UNIVERSITY AVENUE, WESTWOOD

Prior Disciplinary Action

Has this entity ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

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

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGE LICENSE

BENEFICIAL INTEREST - Organization

Please complete a Beneficial Interest - Organization sheet for all organization(s) who have a direct or indirect beneficial interest, with or without ownership, in this license.

Example:

ABC Inc. is applying for a liquor license. ABC Inc. is 100% owned by XYZ Inc., which is 100% owned by 123 Inc. XYZ Inc. is considered to have a direct beneficial interest in the proposed licensee (ABC Inc.) and 123 Inc. is considered to have indirect beneficial interest in the proposed licensee (ABC Inc.). Both XYZ Inc. and 123 Inc. should complete a Beneficial Interest - Organization Form.

Entity Name: QS Pizza Holdings, LLC

FEIN: 45-4066602

Primary Phone: (954) 917-2332

Fax Number:

Alternative Phone:

Email:

MarisaF@acfp.com

Business Address

Street Number: 527

Street Name: Madison Avenue, 11th Floor

City/Town: New York

State:

NY

Zip Code: 10022

Country:

USA

Mailing Address

☒ Check here if your Mailing Address is the same as your Business Address

Street Number:

Street Name:

City/Town:

State:

Zip Code:

Country:

Publicly Traded

Is this organization publicly traded?

☒ Yes

☐ No

Ownership / Interest

Using the definition above, does this organization hold a direct or indirect interest in the proposed licensee?

☐ Direct

☒ Indirect

If this organization holds a direct beneficial interest in the proposed licensee, please list the % of interest it holds.

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table on the next page.

Ownership / Interest

If this organization holds an indirect interest in the proposed licensee, please list the organization(s) it holds a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN
Cardboard Box, LLC - 12.01%	47-5496274
Multiple Entities - See Exhibit A	

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest this entity has in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
Anthony's Coal Fired Pizza	\$12 On Premises	062400026	201 Constitution Avenue, Littleton
Anthony's Coal Fired Pizza	\$12 On Premises	080000222	180 Needham Street, Newton
Anthony's Coal Fired Pizza	\$12 On Premises	090200058	100028 SHOPS WAY, NORTHBOROUGH
Anthony's Coal Fired Pizza	\$12 On Premises	101600038	48 WALKERS BROOK DRIVE, READING
Anthony's Coal Fired Pizza	\$12 On Premises	145600013	119 UNIVERSITY AVENUE, WESTWOOD

Prior Disciplinary Action

Has this entity ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

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

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGE LICENSE

BENEFICIAL INTEREST - Organization

Please complete a Beneficial Interest - Organization sheet for all organization(s) who have a direct or indirect beneficial interest, with or without ownership, in this license.

Example:

ABC Inc. is applying for a liquor license. ABC Inc. is 100% owned by XYZ Inc., which is 100% owned by 123 Inc. XYZ Inc. is considered to have a direct beneficial interest in the proposed licensee (ABC Inc.) and 123 Inc. is considered to have indirect beneficial interest in the proposed licensee (ABC Inc.). Both XYZ Inc. and 123 Inc. should complete a Beneficial Interest - Organization Form.

Entity Name:	QS Pizza USA, LLC	FEIN:	45-4066602
Primary Phone:	(954) 917-2332	Fax Number:	
Alternative Phone:		Email:	MarisaF@acfp.com

Business Address

Street Number:	527	Street Name:	Madison Avenue, 11th Floor
City/Town:	New York	State:	NY
Zip Code:	10022	Country:	USA

Mailing Address

☒ Check here if your Mailing Address is the same as your Business Address

Street Number:		Street Name:	
City/Town:		State:	
Zip Code:		Country:	

Publicly Traded

Is this organization publicly traded? ☒ Yes ☐ No

Ownership / Interest

Using the definition above, does this organization hold a direct or indirect interest in the proposed licensee? ☐ Direct ☒ Indirect

If this organization holds a direct beneficial interest in the proposed licensee, please list the % of interest it holds.

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table on the next page.

Ownership / Interest

If this organization holds an indirect interest in the proposed licensee, please list the organization(s) it holds a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN
QS Pizza Holdings, LLC - 100%	45-4066602
Multiple Entities - See Exhibit A	

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest this entity has in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
Anthony's Coal Fired Pizza	\$12 On Premises	062400026	201 Constitution Avenue, Littleton
Anthony's Coal Fired Pizza	\$12 On Premises	080000222	180 Needham Street, Newton
Anthony's Coal Fired Pizza	\$12 On Premises	090200058	100028 SHOPS WAY, NORTHBOROUGH
Anthony's Coal Fired Pizza	\$12 On Premises	101600038	48 WALKERS BROOK DRIVE, READING
Anthony's Coal Fired Pizza	\$12 On Premises	145600013	119 UNIVERSIT, AVENUE, WESTWOOD

Prior Disciplinary Action

Has this entity ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

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

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGE LICENSE

BENEFICIAL INTEREST - Organization

Please complete a Beneficial Interest - Organization sheet for all organization(s) who have a direct or indirect beneficial interest, with or without ownership, in this license.

Example:

ABC Inc. is applying for a liquor license. ABC Inc. is 100% owned by XYZ Inc., which is 100% owned by 123 Inc. XYZ Inc. is considered to have a direct beneficial interest in the proposed licensee (ABC Inc.) and 123 Inc. is considered to have indirect beneficial interest in the proposed licensee (ABC Inc.). Both XYZ Inc. and 123 Inc. should complete a Beneficial Interest - Organization Form.

Entity Name:	QS Pizza USA Parent, LLC	FEIN:	45-4066602
Primary Phone:	(954) 917-2332	Fax Number:	
Alternative Phone:		Email:	MarisaF@acfp.com

Business Address

Street Number:	527	Street Name:	Madison Avenue, 11th Floor
City/Town:	New York	State:	NY
Zip Code:	10022	Country:	USA

Mailing Address

☒ Check here if your Mailing Address is the same as your Business Address

Street Number:		Street Name:	
City/Town:		State:	
Zip Code:		Country:	

Publicly Traded

Is this organization publicly traded? ☒ Yes ☐ No

Ownership / Interest

Using the definition above, does this organization hold a direct or indirect interest in the proposed licensee? ☐ Direct ☒ Indirect

If this organization holds a direct beneficial interest in the proposed licensee, please list the % of interest it holds.

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table on the next page.

Ownership / Interest

If this organization holds an indirect interest in the proposed licensee, please list the organization(s) it holds a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN
QS Pizza USA, LLC - 100%	45-4066602
Multiple Entities - See Exhibit A	

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest this entity has in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
Anthony's Coal Fired Pizza	\$12 On Premises	062400026	201 Constitution Avenue, Littleton
Anthony's Coal Fired Pizza	\$12 On Premises	080000222	180 Needham Street, Newton
Anthony's Coal Fired Pizza	\$12 On Premises	090200058	100028 SHOPS WAY, NORTHBOROUGH
Anthony's Coal Fired Pizza	\$12 On Premises	101600038	48 WALKERS BROOK DRIVE, READING
Anthony's Coal Fired Pizza	\$12 On Premises	145600013	119 UNIVERSITY AVENUE, WESTWOOD

Prior Disciplinary Action

Has this entity ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

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

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGE LICENSE

BENEFICIAL INTEREST - Organization

Please complete a Beneficial Interest - Organization sheet for all organization(s) who have a direct or indirect beneficial interest, with or without ownership, in this license.

Example:

ABC Inc. is applying for a liquor license. ABC Inc. is 100% owned by XYZ Inc., which is 100% owned by 123 Inc. XYZ Inc. is considered to have a direct beneficial interest in the proposed licensee (ABC Inc.) and 123 Inc. is considered to have indirect beneficial interest in the proposed licensee (ABC Inc.). Both XYZ Inc. and 123 Inc. should complete a Beneficial Interest - Organization Form.

Entity Name:	QS Pizza, LLC	FEIN:	45-4066602
Primary Phone:	(954) 917-2332	Fax Number:	
Alternative Phone:		Email:	MarisaF@acfp.com

Business Address

Street Number:	527	Street Name:	Madison Avenue, 11th Floor
City/Town:	New York	State:	NY
Zip Code:	10022	Country:	USA

Mailing Address

☒ Check here if your Mailing Address is the same as your Business Address

Street Number:		Street Name:	
City/Town:		State:	
Zip Code:		Country:	

Publicly Traded

Is this organization publicly traded? ☒ Yes ☐ No

Ownership / Interest

Using the definition above, does this organization hold a direct or indirect interest in the proposed licensee? ☐ Direct ☒ Indirect

If this organization holds a direct beneficial interest in the proposed licensee, please list the % of interest it holds.

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table on the next page.

Ownership / Interest

If this organization holds an indirect interest in the proposed licensee, please list the organization(s) it holds a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN
QS Pizza USA Parent, LLC - 100%	45-4066602
Multiple Entities - See Exhibit A	

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest this entity has in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
Anthony's Coal Fired Pizza	\$12 On Premises	062400026	201 Constitution Avenue, Littleton
Anthony's Coal Fired Pizza	\$12 On Premises	080000222	180 Needham Street, Newton
Anthony's Coal Fired Pizza	\$12 On Premises	090200058	100028 SHOPS WAY, NORTHBOROUGH
Anthony's Coal Fired Pizza	\$12 On Premises	101600038	48 WALKERS BROOK DRIVE, READING
Anthony's Coal Fired Pizza	\$12 On Premises	145600013	119 UNIVERSITY AVENUE, WESTWOOD

Prior Disciplinary Action

Has this entity ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

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

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGE LICENSE

BENEFICIAL INTEREST - Organization

Please complete a Beneficial Interest - Organization sheet for all organization(s) who have a direct or indirect beneficial interest, with or without ownership, in this license.

Example:

ABC Inc. is applying for a liquor license. ABC Inc. is 100% owned by XYZ Inc., which is 100% owned by 123 Inc. XYZ Inc. is considered to have a direct beneficial interest in the proposed licensee (ABC Inc.) and 123 Inc. is considered to have indirect beneficial interest in the proposed licensee (ABC Inc.). Both XYZ Inc. and 123 Inc. should complete a Beneficial Interest - Organization Form.

Entity Name:	Quilvest Private Equity S.C.A., SICAR	FEIN:	98-1239588
Primary Phone:	212 920 3800	Fax Number:	212 920 3850
Alternative Phone:		Email:	quilvestprivateequity@quilvest.com

Business Address

Street Number:	527	Street Name:	Madison Avenue, 11th floor
City/Town:	New York	State:	NY
Zip Code:	10022	Country:	USA

Mailing Address

☒ Check here if your Mailing Address is the same as your Business Address

Street Number:		Street Name:	
City/Town:		State:	
Zip Code:		Country:	

Publicly Traded

Is this organization publicly traded? ☒ Yes ☐ No

Ownership / Interest

Using the definition above, does this organization hold a direct or indirect interest in the proposed licensee? ☐ Direct ☒ Indirect

If this organization holds a direct beneficial interest in the proposed licensee, please list the % of interest it holds. --

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table on the next page.

Ownership / Interest

If this organization holds an indirect interest in the proposed licensee, please list the organization(s) it holds a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN
QS Pizza, LLC - 100%	45-4066602
Multiple Entities - See Exhibit A	

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest this entity has in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
Anthony's Coal Fired Pizza	\$12 On Premises	062400026	201 Constitution Avenue, Littleton
Anthony's Coal Fired Pizza	\$12 On Premises	080000222	180 Needham Street, Newton
Anthony's Coal Fired Pizza	\$12 On Premises	090200058	100028 SHOPS WAY, NORTHBOROUGH
Anthony's Coal Fired Pizza	\$12 On Premises	101600038	48 WALKERS BROOK DRIVE, READING
Anthony's Coal Fired Pizza	\$12 On Premises	145600013	119 UNIVERSITY AVENUE, WESTWOOD

Prior Disciplinary Action

Has this entity ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

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

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGE LICENSE

BENEFICIAL INTEREST - Organization

Please complete a Beneficial Interest - Organization sheet for all organization(s) who have a direct or indirect beneficial interest, with or without ownership, in this license.

Example:

ABC Inc. is applying for a liquor license. ABC Inc. is 100% owned by XYZ Inc., which is 100% owned by 123 Inc. XYZ Inc. is considered to have a direct beneficial interest in the proposed licensee (ABC Inc.) and 123 Inc. is considered to have indirect beneficial interest in the proposed licensee (ABC Inc.). Both XYZ Inc. and 123 Inc. should complete a Beneficial Interest - Organization Form.

Entity Name:	Quilvest Europe S.A.	FEIN:	1991 2200 291
Primary Phone:	212 920 3800	Fax Number:	212 920 3850
Alternative Phone:		Email:	quilvestprivateequity@quilvest.com

Business Address

Street Number:	527	Street Name:	Madison Avenue, 11th floor
City/Town:	New York	State:	NY
Zip Code:	10022	Country:	USA

Mailing Address

☒ Check here if your Mailing Address is the same as your Business Address

Street Number:		Street Name:	
City/Town:		State:	
Zip Code:		Country:	

Publicly Traded

Is this organization publicly traded? ☒ Yes ☐ No

Ownership / Interest

Using the definition above, does this organization hold a direct or indirect interest in the proposed licensee? ☐ Direct ☒ Indirect

If this organization holds a direct beneficial interest in the proposed licensee, please list the % of interest it holds.

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table on the next page.

Ownership / Interest

If this organization holds an indirect interest in the proposed licensee, please list the organization(s) it holds a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN
Quilvest Private Equity S.C.A., SICAR - 100%	98-1239588
Multiple Entities - See Exhibit A	

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest this entity has in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
Anthony's Coal Fired Pizza	\$12 On Premises	062400026	201 Constitution Avenue, Littleton
Anthony's Coal Fired Pizza	\$12 On Premises	080000222	180 Needham Street, Newton
Anthony's Coal Fired Pizza	\$12 On Premises	090200058	100028 SHOPS WAY, NORTHBOROUGH
Anthony's Coal Fired Pizza	\$12 On Premises	101600038	48 WALKERS BROOK DRIVE, READING
Anthony's Coal Fired Pizza	\$12 On Premises	145600013	119 UNIVERSITY AVENUE, WESTWOOD

Prior Disciplinary Action

Has this entity ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action?
If yes, please complete the following:

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

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGE LICENSE

BENEFICIAL INTEREST - Organization

Please complete a Beneficial Interest - Organization sheet for all organization(s) who have a direct or indirect beneficial interest, with or without ownership, in this license.

Example:

ABC Inc. is applying for a liquor license. ABC Inc. is 100% owned by XYZ Inc., which is 100% owned by 123 Inc. XYZ Inc. is considered to have a direct beneficial interest in the proposed licensee (ABC Inc.) and 123 Inc. is considered to have indirect beneficial interest in the proposed licensee (ABC Inc.). Both XYZ Inc. and 123 Inc. should complete a Beneficial Interest - Organization Form.

Entity Name:	Quilvest S.A.	FEIN:	201 2200 828
Primary Phone:	212 920 3800	Fax Number:	212 920 3850
Alternative Phone:		Email:	quilvestprivateequity@quilvest.com

Business Address

Street Number:	527	Street Name:	Madison Avenue, 11th floor
City/Town:	New York	State:	NY
Zip Code:	10022	Country:	USA

Mailing Address

☒ Check here if your Mailing Address is the same as your Business Address

Street Number:		Street Name:	
City/Town:		State:	
Zip Code:		Country:	

Publicly Traded

Is this organization publicly traded? ☒ Yes ☐ No

Ownership / Interest

Using the definition above, does this organization hold a direct or indirect interest in the proposed licensee? ☐ Direct ☒ Indirect

If this organization holds a direct beneficial interest in the proposed licensee, please list the % of interest it holds.

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table on the next page.

Ownership / Interest

If this organization holds an indirect interest in the proposed licensee, please list the organization(s) it holds a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN
Quilvest Europe S.A. - 100%	1991 2200 291
Multiple Entities - See Exhibit A	

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest this entity has in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
Anthony's Coal Fired Pizza	\$12 On Premises	062400026	201 Constitution Avenue, Littleton
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Anthony's Coal Fired Pizza	\$12 On Premises	090200058	100028 SHOPS WAY, NORTHBOROUGH
Anthony's Coal Fired Pizza	\$12 On Premises	101600038	48 WALKERS BROOK DRIVE, READING
Anthony's Coal Fired Pizza	\$12 On Premises	145600013	119 UNIVERSITY AVENUE, WESTWOOD

Prior Disciplinary Action

Has this entity ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

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

CONFIDENTIAL**EXHIBIT A**

Anthony's Coal Fired Pizza of Natick LLC
 Exhibit A to Massachusetts Retail Alcoholic Beverages License Application
 Question 10

Cardboard Box, LLC

NAME	TITLE	% OWNERSHIP
QS Pizza Holdings, LLC	LLC Member	12.01%
ACFP Investors, Inc.	LLC Member	3.57%
FC Pizza, LLC	LLC Member	1.21%
MedMac, LLC	LLC Member	.72%
Home Team Pizza, LLC	LLC Member	0.14%
Marc Jay Pfeffer	LLC Member	0.12%
Fidus Investment Corporation	LLC Member	.48%
Rockmar Management LLC	LLC Member	.16%
CP7 Warming Bag, L.P.	LLC Member	80%
Rollover Management Shareholders (previously Class B non-voting Members)	LLC Members	1.59%
Michael J. Hislop	Member of Board of Managers	-0-
Jay Takefman	Member of Board of Managers	-0-
Anthony Bruno	Member of Board of Managers	-0-
Patrick Marzano	Member of Board of Managers	-0-
Matthew Miclea	Member of Board of Managers	-0-
Matthew Leads	Member of Board of Managers	-0-
Andrew Taub	Member of Board of Managers	-0-

Rollover Shareholders (previously holding Class B non-voting membership interest):

Maria DeLegal - .14%

Anthony Bruno - .13%
Michaelangelo Mozzicato - .13%
Nicholas Castaldo - .13%
Patrick Marzano - .13%
Samuel G. Weiss - .13%
Daniel C. Marino, Jr. - .33%
Christopher Fusaro - .10%
Charles Locke - .17%
Shannon Achillarre - .03%
Rodney Guinn - .04%
Marisa Franzese - .03%
Ronald DiNella - .09%

Owners of ACFP Investors, Inc.:

Anthony Bruno – 31%
Patrick Marzano – 14%
Nicholas Castaldo – 14%
Michelangelo Mozzicato – 14%
Deborah Mozzicato – 14%
Samuel Weiss – 6.5%
Daniel Marino – 6.5%

Owners of MedMac, LLC:

Mark Cook – 66.66%
Susan Nersinger – 16.67%
Karl Wagner – 16.67%

Owners of FC Pizza, LLC:

Christopher Fusaro – 100%

Owners of Home Team Pizza LLC:

Anthony Yoseloff – 100%

Owners of Fidus Investment Corporation:

Publicly traded company

Owners of Rockmar Management LLC:

Michael Marzano – 50%
Dominick Marzano – 50%

Note: For ownership above and below this level, see attached organizational chart.

Anthony's Coal Fired Pizza of Newton, LLC

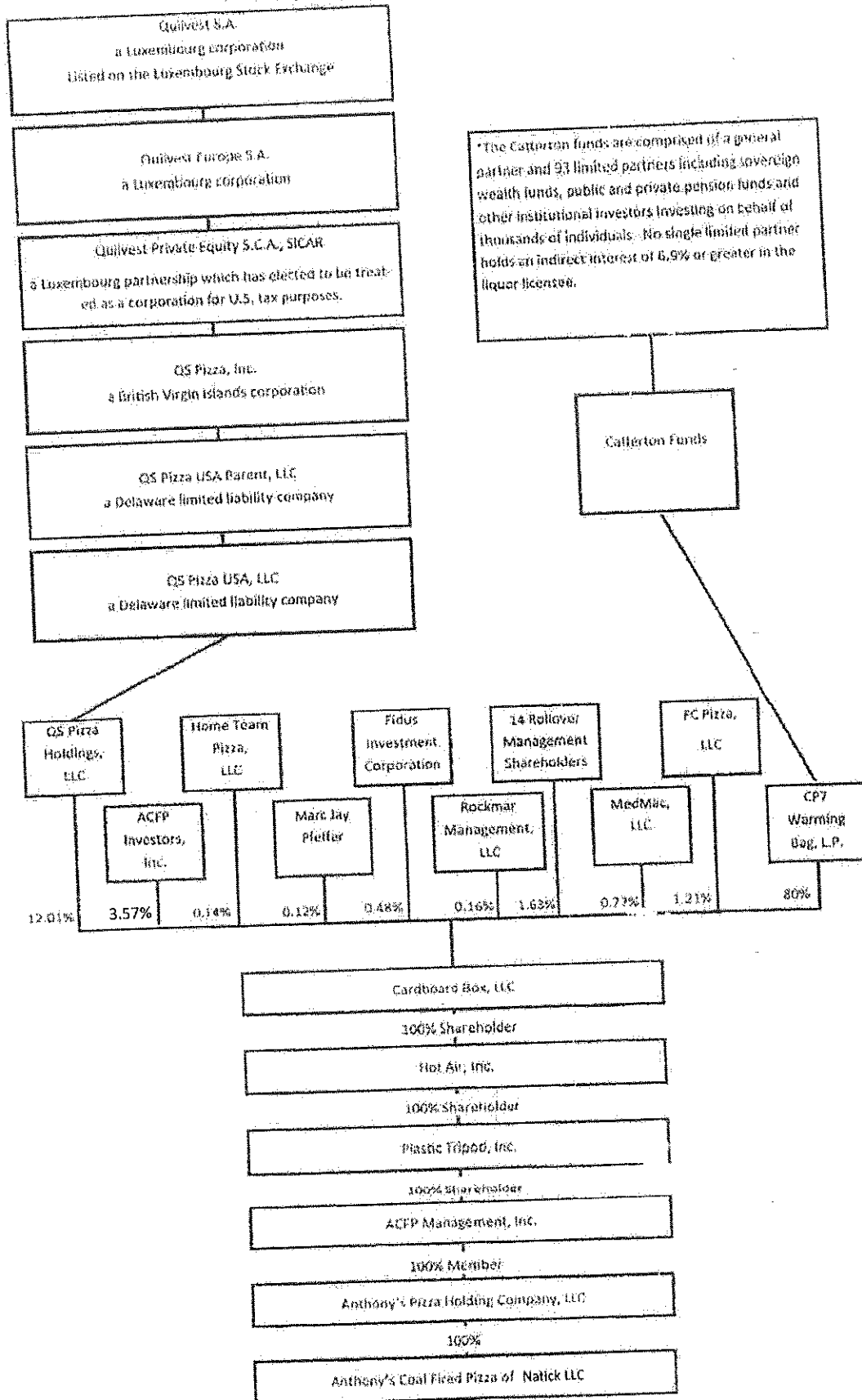


EXHIBIT B

SUSPENSIONS, REVOCATIONS OR CANCELLATIONS OF APPLICANT RESTAURANTS

The ownership structure has several entities and individuals who have over the years invested in the restaurant industry, including Anthony's, Catterton, and Quilvest. Although a comprehensive list is not available, it is assumed there may have been some of those licenses suspended for violations of alcoholic beverages regulations, but upon information and belief, none have been cancelled or revoked.

CERTIFICATE OF AUTHORIZATION

CERTIFICATE OF AUTHORIZATION

It is hereby certified that Ron DiNella, manager and officer of Anthony's Coal Fired Pizza of Natick LLC (the "Licensee") and being duly authorized, is authorized on behalf of the Licensee for the following:

To apply to the licensing authority for the Town of Natick and the Massachusetts Alcoholic Beverages Control Commission for a new all alcoholic beverages restaurant license to be held at 219 North Main Street, Natick, Massachusetts, d/b/a Anthony's Coal Fired Pizza, and to do all things necessary to effectuate anything connected therewith.

To appoint Mark Rahall as its manager or principal representative, with as full authority and control of the premises described in the license of the LLC and of the conduct of the business therein relative to the sale of all alcoholic beverages as the licensee itself could in any way have exercised it as if it were a natural person, resident of the Commonwealth of Massachusetts, and that a copy of this vote duly certified by the clerk of the corporation and delivered to said manager or principal representative shall constitute the written authority required by Massachusetts General Laws Chapter 138.

A TRUE COPY

Anthony's Coal Fired Pizza of Natick LLC

By:

Ronald DiNella, being duly authorized

CERTIFICATE OF ORGANIZATION



William Francis Galvin
Secretary of the Commonwealth of Massachusetts



Corporations Division

Business Entity Summary

ID Number: 001252841

[Request certificate](#)

[New search](#)

Summary for: ANTHONY'S COAL FIRED PIZZA OF NATICK LLC

The exact name of the Domestic Limited Liability Company (LLC): ANTHONY'S COAL FIRED PIZZA OF NATICK LLC

Entity type: Domestic Limited Liability Company (LLC)

Identification Number: 001252841

Old ID Number:

Date of Organization in Massachusetts:
12-22-2016

Last date certain:

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

Address: 44 SCHOOL ST. NO. 325

City or town, State, Zip code, BOSTON, MA 02108 USA
Country:

The name and address of the Resident Agent:

Name: INCORPORATING SERVICES, LTD

Address: 44 SCHOOL STREET, SUITE 325

City or town, State, Zip code, BOSTON, MA 02108 USA
Country:

The name and business address of each Manager:

Title	Individual name	Address
MANAGER	RONALD DINELLA	200 W. CYPRESS CREEK RD. STE. 220 FT. LAUDERDALE, FL 33309 USA
MANAGER	WAYNE JONES	200 W CYPRESS CREEK RD, STE 220 FT LAUDERDALE, FL 33309 USA
MANAGER	MICHELLE ZAVOLTA	200 W CYPRESS CREEK ROAD, SUITE 220 FT LAUDERDALE, FL 33309 USA

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

Title	Individual name	Address

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

Title	Individual name	Address
REAL PROPERTY	RONALD DINELLA	200 W. CYPRESS CREEK RD., SUITE 220 FT. LAUDERDALE, FL 33309 USA
REAL PROPERTY	WAYNE JONES	200 W CYPRESS CREEK RD., STE 220 FT. LAUDERDALE, FL 33309 USA
REAL PROPERTY	MICHELLE ZAVOLTA	200 W. CYPRESS CREEK RD., STE 220 FT. LAUDERDALE, FL 33309 USA

☐ Consent☐ Confidential Data☐ Merger Allowed☐ Manufacturing

View filings for this business entity:

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

[View filings](#)

Comments or notes associated with this business entity:

[New search](#)

PROOF OF US CITIZENSHIP

*Of the United States,
in Order to form a more perfect Union,
establish Justice, insure domestic Tranquillity,
provide for the common defence,
promote the general Welfare, and secure
the Blessings of Liberty to ourselves and
our Posterity, do hereby transmit and enjoin this
Constitution for the United States of America.*

SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

PASSPORT
PASSEPORT
PASAPORTE

UNITED STATES OF AMERICA

Type / Type / Tipo Code / Code / Código Passport No. / No. du Passeport / No. de Passaporto

P U5A

Surname / Nom / Apellido

RAHALL

MARK WILLIAM

Nationality / Nationalité / Nacionalidad

UNITED STATES OF AMERICA

18 Jul 1986

Place of birth / Lieu de naissance / Lugar de nacimiento

MASSACHUSETTS, U.S.A.

MASSACHUSETTS, U.S.A.
Date of issue / Date de délivrance / Fecha de expedición

15 Jul 2016

15 JUL 2016
Date of expiration / Date d'expiration / Fecha de caducidad

14 Jul 2026

Endorsements / Mentions Spéciales / Anotaciones

SEE PAGE 27

Sex / Sexe / Sexo

N

Authority / Autorita / Autoridad

United States

Department of State

USA

P<USARAHALL<<MARK<WILLIAM<<<<<<<<<<<<<<<<<

*Of the United States,
in Order to form a more perfect Union,
establish Justice, insure domestic Tranquillity,
provide for the common defence,
promote the general Welfare, and secure
the Blessings of Liberty to ourselves and
our Posterity, do ordain and establish this
Constitution for the United States of America*

SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

PASSPORT
PASSEPORT
PASAPORTE

UNITED STATES OF AMERICA

Type / Type / Tipo Code / Code / Código Passport

64

Surname / Nom / Apellidos

JONES

Given Names / Prénoms / Nombres

WAYNE LAMAR

Nationality / Nationalité / Nacionalidad

UNITED STATES OF AMERICA

Date of birth / Date de naissance / Fecha de nacimiento

08 May 1959

Place of birth / Lieu de naissance / Lugar de nacimiento

CALIFORNIA U.S.A.

Date of issue / Date de délivrance / Fecha de expedición

2A-11120T6

Date of expiration / Date d'expiration / Fecha de caducidad:

19-1112026

Endorsements / Merchandise Specials / Appearances

SEE PAGE 27

Sax / Saxe / Sexon

1

Authority / Autorité / Autoridad

United States

Department of State

[illegible]

*Of the United States,
in Order to form a more perfect Union,
establish Justice, insure domestic Tranquillity,
provide for the common defence,
promote the general Welfare, and secure
the Blessings of Liberty to ourselves and
our Posterity, do ordain and establish this
Constitution for the United States of America.*

SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

PASSPORT
PASSEPORT
PASAPORTE

UNITED STATES OF AMERICA

Type / Type / Tipo	Code / Code / Código	Passport	Passport
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P 6-115A

Surname / Hogn / Adelfoo

ZAVOLTA

Given Names / Prénoms / Nombres

MICHELLE LYNN

Nationality / Nationalité / Nacionalidad

UNITED STATES OF AMERICA

Date of birth/ Date de naissance/ Fecha de nacimiento

01 Jun 1976

Place of birth / Lieu de naissance / Lugar de nacimiento

WEST VIRGINIA, U.S.A.

Date of issue / Date de délivrance / Fecha de expedición

25 Nov 2008

Date of expiration / Date d'expiration / Fecha de caducidad

24 Nov 2018

Endorsements / Mentions Spéciales / Anotaciones

SEE PAGE 27

Sex / Sexe / Sexo

F

Authority / Autorité / Autoridad

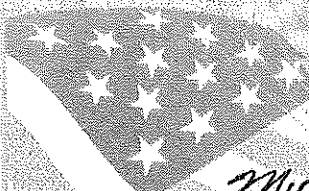
United States

Department of State

USA

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art. 100 to have a more precise formula.
 1954-1956, 1958, 1960 - 1962, 1964, 1966, 1968, 1970, 1972, 1974, 1976, 1978, 1980, 1982, 1984, 1986, 1988, 1990, 1992, 1994, 1996, 1998, 2000, 2002, 2004, 2006, 2008, 2010, 2012, 2014, 2016, 2018, 2020, 2022, 2024, 2026, 2028, 2030, 2032, 2034, 2036, 2038, 2040, 2042, 2044, 2046, 2048, 2050, 2052, 2054, 2056, 2058, 2060, 2062, 2064, 2066, 2068, 2070, 2072, 2074, 2076, 2078, 2080, 2082, 2084, 2086, 2088, 2090, 2092, 2094, 2096, 2098, 2100, 2102, 2104, 2106, 2108, 2110, 2112, 2114, 2116, 2118, 2120, 2122, 2124, 2126, 2128, 2130, 2132, 2134, 2136, 2138, 2140, 2142, 2144, 2146, 2148, 2150, 2152, 2154, 2156, 2158, 2160, 2162, 2164, 2166, 2168, 2170, 2172, 2174, 2176, 2178, 2180, 2182, 2184, 2186, 2188, 2190, 2192, 2194, 2196, 2198, 2200, 2202, 2204, 2206, 2208, 2210, 2212, 2214, 2216, 2218, 2220, 2222, 2224, 2226, 2228, 2230, 2232, 2234, 2236, 2238, 2240, 2242, 2244, 2246, 2248, 2250, 2252, 2254, 2256, 2258, 2260, 2262, 2264, 2266, 2268, 2270, 2272, 2274, 2276, 2278, 2280, 2282, 2284, 2286, 2288, 2290, 2292, 2294, 2296, 2298, 2300, 2302, 2304, 2306, 2308, 2310, 2312, 2314, 2316, 2318, 2320, 2322, 2324, 2326, 2328, 2330, 2332, 2334, 2336, 2338, 2340, 2342, 2344, 2346, 2348, 2350, 2352, 2354, 2356, 2358, 2360, 2362, 2364, 2366, 2368, 2370, 2372, 2374, 2376, 2378, 2380, 2382, 2384, 2386, 2388, 2390, 2392, 2394, 2396, 2398, 2400, 2402, 2404, 2406, 2408, 2410, 2412, 2414, 2416, 2418, 2420, 2422, 2424, 2426, 2428, 2430, 2432, 2434, 2436, 2438, 2440, 2442, 2444, 2446, 2448, 2450, 2452, 2454, 2456, 2458, 2460, 2462, 2464, 2466, 2468, 2470, 2472, 2474, 2476, 2478, 2480, 2482, 2484, 2486, 2488, 2490, 2492, 2494, 2496, 2498, 2500, 2502, 2504, 2506, 2508, 2510, 2512, 2514, 2516, 2518, 2520, 2522, 2524, 2526, 2528, 2530, 2532, 2534, 2536, 2538, 2540, 2542, 2544, 2546, 2548, 2550, 2552, 2554, 2556, 2558, 2560, 2562, 2564, 2566, 2568, 2570, 2572, 2574, 2576, 2578, 2580, 2582, 2584, 2586, 2588, 2590, 2592, 2594, 2596, 2598, 2600, 2602, 2604, 2606, 2608, 2610, 2612, 2614, 2616, 2618, 2620, 2622, 2624, 2626, 2628, 2630, 2632, 2634, 2636, 2638, 2640, 2642, 2644, 2646, 2648, 2650, 2652, 2654, 2656, 2658, 2660, 2662, 2664, 2666, 2668, 2670, 2672, 2674, 2676, 2678, 2680, 2682, 2684, 2686, 2688, 2690, 2692, 2694, 2696, 2698, 2700, 2702, 2704, 2706, 2708, 2710, 2712, 2714, 2716, 2718, 2720, 2722, 2724, 2726, 2728, 2730, 2732, 2734, 2736, 2738, 2740, 2742, 2744, 2746, 2748, 2750, 2752, 2754, 2756, 2758, 2760, 2762, 2764, 2766, 2768, 2770, 2772, 2774, 2776, 2778, 2780, 2782, 2784, 2786, 2788, 2790, 2792, 2794, 2796, 2798, 2800, 2802, 2804, 2806, 2808, 2810, 2812, 2814, 2816, 2818, 2820, 2822, 2824, 2826, 2828, 2830, 2832, 2834, 2836, 2838, 2840, 2842, 2844, 2846, 2848, 2850, 2852, 2854, 2856, 2858, 2860, 2862, 2864, 2866, 2868, 2870, 2872, 2874, 2876, 2878, 2880, 2882, 2884, 2886, 2888, 2890, 2892, 2894, 2896, 2898, 2900, 2902, 2904, 2906, 2908, 2910, 2912, 2914, 2916, 2918, 2920, 2922, 2924, 2926, 2928, 2930, 2932, 2934, 2936, 2938, 2940, 2942, 2944, 2946, 2948, 2950, 2952, 2954, 2956, 2958, 2960, 2962, 2964, 2966, 2968, 2970, 2972, 2974, 2976, 2978, 2980, 2982, 2984, 2986, 2988, 2990, 2992, 2994, 2996, 2998, 3000, 3002, 3004, 3006, 3008, 3010, 3012, 3014, 3016, 3018, 3020, 3022, 3024, 3026, 3028, 3030, 3032, 3034, 3036, 3038, 3040, 3042, 3044, 3046, 3048, 3050, 3052, 3054, 3056, 3058, 3060, 3062, 3064, 3066, 3068, 3070, 3072, 3074, 3076, 3078, 3080, 3082, 3084, 3086, 3088, 3090, 3092, 3094, 3096, 3098, 3100, 3102, 3104, 3106, 3108, 3110, 3112, 3114, 3116, 3118, 3120, 3122, 3124, 3126, 3128, 3130, 3132, 3134, 3136, 3138, 3140, 3142, 3144, 3146, 3148, 3150, 3152, 3154, 3156, 3158, 3160, 3162, 3164, 3166, 3168, 3170, 3172, 3174, 3176, 3178, 3180, 3182, 3184, 3186, 3188, 3190, 3192, 3194, 3196, 3198, 3200, 3202, 3204, 3206, 3208, 3210, 3212, 3214, 3216, 3218, 3220, 3222, 3224, 3226, 3228, 3230, 3232, 3234, 3236, 3238, 3240, 3242, 3244, 3246, 3248, 3250, 3252, 3254, 3256, 3258, 3260, 3262, 3264, 3266, 3268, 3270, 3272, 3274, 3276, 3278, 3280, 3282, 3284, 3286, 3288, 3290, 3292, 3294, 3296, 3298, 3300, 3302, 3304, 3306, 3308, 3310, 3



Michael J. Kistac
SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA D

SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

PASSPORT
PASSEPORT
PASAPORTE



UNITED STATES OF AMERICA

Type / Type / Tipo	Code / Code / Código	Passport No. / No. du Passeport / No. de Pasaporte
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F

USA

Surname / Nom / Apellidos

HISLOP

Given Names / Prénoms / Nombres

MICHAEL JAMES

Nationality / Nationalité / Nacionalidad

UNITED STATES OF AMERICA

Date of birth / Date de naissance / Fecha de nacimiento

02 Feb 1955

Place of birth / Lieu de naissance / Lugar de nacimiento

MASSACHUSETTS, U.S.A.

Date of issue / Date de délivrance / Fecha de expedición

08 JUL 2016

Date of expiration / Date d'expiration / Fecha de caducidad

07 Jul 2026

Endorsements / Mentions Spéciales / Anotaciones

SEE PAGE 27

Sex / Sexe / Sexo

Authority / Autorité / Autoridad

United States

Department of State

USA

P<USAHISLOP<<MICHAEL<JAMES<<<<'<<<<<<<<<<<<<<<<

SOURCE OF FUNDS



Regions Bank
East Commercial Blvd
2660 East Commercial Blvd
Fort Lauderdale, FL 33308

ANTHONY'S PIZZA HOLDING COMPANY LLC
200 W CYPRESS CREEK RD STE 220
FORT LAUDERDALE FL 33309-2175

ACCOUNT #

0213742078

Cycle 092
Enclosures 23
Page 0
1 of 60

BUSINESS ANALYZED CHECKING
July 4, 2017 through July 31, 2017

SUMMARY

Beginning Balance	\$425,653.59		Minimum Daily Balance	\$109,769 -
Deposits & Credits	\$15,582,995.42	+	Average Monthly Statement Balance	\$90,392
Withdrawals	\$9,983,708.36	-		
Fees	\$4,832.83	-		
Automatic Transfers	\$0.00	+		
Checks	\$5,595,049.24	-		
Ending Balance	\$425,058.58			

DEPOSITS & CREDITS

		5.99
07/05	Deposit - Thank You	75.11
07/05	Deposit - Thank You	82.64
07/05	Deposit - Thank You	111.18
07/05	Deposit - Thank You	115.44
07/05	Deposit - Thank You	117.56
07/05	Deposit - Thank You	119.56
07/05	Deposit - Thank You	128.09
07/05	Deposit - Thank You	149.37
07/05	Deposit - Thank You	159.16
07/05	Deposit - Thank You	177.76
07/05	Deposit - Thank You	198.05
07/05	Deposit - Thank You	221.76
07/05	Deposit - Thank You	223.79
07/05	Deposit - Thank You	241.52
07/05	Deposit - Thank You	253.17
07/05	Deposit - Thank You	275.23
07/05	Deposit - Thank You	289.13
07/05	Deposit - Thank You	292.45
07/05	Deposit - Thank You	303.69
07/05	Deposit - Thank You	308.12
07/05	Deposit - Thank You	321.47
07/05	Deposit - Thank You	352.42
07/05	Deposit - Thank You	368.13
07/05	Deposit - Thank You	369.33
07/05	Deposit - Thank You	369.98
07/05	Deposit - Thank You	372.82
07/05	Deposit - Thank You	393.78
07/05	Deposit - Thank You	396.22
07/05	Deposit - Thank You	417.00
07/05	Deposit - Thank You	427.26
07/05	Deposit - Thank You	435.93
07/05	Deposit - Thank You	445.10
07/05	Deposit - Thank You	454.13

Regions Bank
East Commercial Blvd
2660 East Commercial Blvd
Fort Lauderdale, FL 33308

ANTHONY'S PIZZA HOLDING COMPANY LLC
200 W CYPRESS CREEK RD STE 220
FORT LAUDERDALE FL 33309-2175

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DEPOSITS & CREDITS (CONTINUED)

07/05	Deposit - Thank You	454.71
07/05	Deposit - Thank You	455.75
07/05	Deposit - Thank You	460.00
07/05	Deposit - Thank You	465.10
07/05	Deposit - Thank You	465.63
07/05	Deposit - Thank You	470.41
07/05	Deposit - Thank You	479.65
07/05	Deposit - Thank You	480.50
07/05	Deposit - Thank You	482.04
07/05	Deposit - Thank You	487.54
07/05	Deposit - Thank You	488.07
07/05	Deposit - Thank You	488.67
07/05	Deposit - Thank You	507.90
07/05	Deposit - Thank You	510.40
07/05	Deposit - Thank You	523.25
07/05	Deposit - Thank You	527.59
07/05	Deposit - Thank You	540.42
07/05	Deposit - Thank You	542.07
07/05	Deposit - Thank You	547.81
07/05	Deposit - Thank You	572.14
07/05	Deposit - Thank You	572.99
07/05	Deposit - Thank You	576.26
07/05	Deposit - Thank You	584.36
07/05	Deposit - Thank You	593.69
07/05	Deposit - Thank You	595.89
07/05	Deposit - Thank You	602.73
07/05	Deposit - Thank You	613.33
07/05	Deposit - Thank You	633.25
07/05	Deposit - Thank You	664.56
07/05	Deposit - Thank You	686.86
07/05	Deposit - Thank You	687.88
07/05	Deposit - Thank You	696.89
07/05	Deposit - Thank You	700.09
07/05	Deposit - Thank You	712.36
07/05	Deposit - Thank You	723.75
07/05	Deposit - Thank You	750.09
07/05	Deposit - Thank You	768.09
07/05	Deposit - Thank You	769.78
07/05	Deposit - Thank You	775.76
07/05	Deposit - Thank You	793.93
07/05	Deposit - Thank You	810.89
07/05	Deposit - Thank You	812.44
07/05	Deposit - Thank You	814.81
07/05	Deposit - Thank You	815.11
07/05	Deposit - Thank You	825.32
07/05	Deposit - Thank You	827.55
07/05	Deposit - Thank You	832.57
07/05	Deposit - Thank You	837.56
07/05	Deposit - Thank You	845.43
07/05	Deposit - Thank You	847.48

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DEPOSITS & CREDITS (CONTINUED)

07/05	Deposit - Thank You	860.89
07/05	Deposit - Thank You	863.54
07/05	Deposit - Thank You	912.33
07/05	Deposit - Thank You	920.61
07/05	Deposit - Thank You	928.10
07/05	Deposit - Thank You	933.71
07/05	Deposit - Thank You	937.19
07/05	Deposit - Thank You	940.23
07/05	Deposit - Thank You	948.68
07/05	Deposit - Thank You	965.34
07/05	Deposit - Thank You	995.26
07/05	Deposit - Thank You	1,001.41
07/05	Deposit - Thank You	1,032.48
07/05	Deposit - Thank You	1,033.93
07/05	Deposit - Thank You	1,034.82
07/05	Deposit - Thank You	1,057.65
07/05	Deposit - Thank You	1,072.56
07/05	Deposit - Thank You	1,114.34
07/05	Deposit - Thank You	1,116.59
07/05	Deposit - Thank You	1,123.62
07/05	Deposit - Thank You	1,164.03
07/05	Deposit - Thank You	1,188.51
07/05	Deposit - Thank You	1,230.05
07/05	Deposit - Thank You	1,231.28
07/05	Deposit - Thank You	1,260.90
07/05	Deposit - Thank You	1,274.81
07/05	Deposit - Thank You	1,279.51
07/05	Deposit - Thank You	1,299.00
07/05	Deposit - Thank You	1,312.68
07/05	Deposit - Thank You	1,330.15
07/05	Deposit - Thank You	1,361.44
07/05	Deposit - Thank You	1,368.89
07/05	Deposit - Thank You	1,369.42
07/05	Deposit - Thank You	1,419.12
07/05	Deposit - Thank You	1,472.64
07/05	Deposit - Thank You	1,506.66
07/05	Deposit - Thank You	1,510.11
07/05	Deposit - Thank You	1,558.62
07/05	Deposit - Thank You	1,578.36
07/05	Deposit - Thank You	1,607.24
07/05	Deposit - Thank You	1,703.31
07/05	Deposit - Thank You	1,746.36
07/05	Uber USA Edi Paymnt Anthony's Pizz 287510201	1,760.29
07/05	Deposit - Thank You	1,817.78
07/05	Deposit - Thank You	1,882.94
07/05	Deposit - Thank You	1,914.70
07/05	Deposit - Thank You	1,915.54
07/05	Deposit - Thank You	1,958.23
07/05	Deposit - Thank You	2,012.80
07/05	Deposit - Thank You	2,445.89

Regions Bank
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 2660 East Commercial Blvd
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ANTHONY'S PIZZA HOLDING COMPANY LLC
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DEPOSITS & CREDITS (CONTINUED)

07/05	Regions Bank	Acct Trans 201394718	Kmay	90,000.00
07/05	Regions Bank	Acct Trans 201394718	Kmay	535,000.00
07/06	Deposit - Thank You			3.44
07/06	Deposit - Thank You			9.16
07/06	Deposit - Thank You			28.75
07/06	Deposit - Thank You			141.40
07/06	Deposit - Thank You			232.55
07/06	Deposit - Thank You			242.79
07/06	Deposit - Thank You			251.49
07/06	Deposit - Thank You			256.40
07/06	Deposit - Thank You			257.40
07/06	Deposit - Thank You			258.31
07/06	Deposit - Thank You			278.98
07/06	Deposit - Thank You			316.11
07/06	Deposit - Thank You			340.35
07/06	Deposit - Thank You			406.36
07/06	Deposit - Thank You			571.08
07/06	Deposit - Thank You			608.21
07/06	Regions Bank	Acct Trans 201394718	Kmay	50,000.00
07/06	Regions Bank	Acct Trans 201394718	Kmay	230,000.00
07/06	Adv From Cr Line 2580311988			1,614,664.24
07/07	Great Bay Distri Fintecheft Anthony's Coal	20-1394718		63.70
07/07	Regions Bank	Acct Trans 201394718	Kmay	5,000.00
07/07	Regions Bank	Acct Trans 201394718	Kmay	65,000.00
07/07	Regions Bank	Acct Trans 201394718	Kmay	190,000.00
07/07	Adv From Cr Line 2580311988			117,504.76
07/10	Deposit - Thank You			3.79
07/10	Deposit - Thank You			6.57
07/10	Deposit - Thank You			7.83
07/10	Deposit - Thank You			14.97
07/10	Deposit - Thank You			18.00
07/10	Deposit - Thank You			32.01
07/10	Deposit - Thank You			61.94
07/10	Deposit - Thank You			71.45
07/10	Deposit - Thank You			77.71
07/10	Deposit - Thank You			82.77
07/10	Deposit - Thank You			83.96
07/10	Deposit - Thank You			102.70
07/10	Deposit - Thank You			110.07
07/10	Deposit - Thank You			125.28
07/10	Deposit - Thank You			132.17
07/10	Deposit - Thank You			134.52
07/10	Deposit - Thank You			135.70
07/10	Deposit - Thank You			139.46
07/10	Deposit - Thank You			153.81
07/10	Deposit - Thank You			157.71
07/10	Deposit - Thank You			158.18
07/10	Deposit - Thank You			161.19
07/10	Deposit - Thank You			165.50
07/10	Deposit - Thank You			174.34

Regions Bank
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2660 East Commercial Blvd
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ANTHONY'S PIZZA HOLDING COMPANY LLC
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DEPOSITS & CREDITS (CONTINUED)

07/10	Deposit - Thank You	175.69
07/10	Deposit - Thank You	175.95
07/10	Deposit - Thank You	186.67
07/10	Deposit - Thank You	195.51
07/10	Deposit - Thank You	221.44
07/10	Deposit - Thank You	224.46
07/10	Deposit - Thank You	225.16
07/10	Deposit - Thank You	232.81
07/10	Deposit - Thank You	240.19
07/10	Deposit - Thank You	243.22
07/10	Deposit - Thank You	243.28
07/10	Deposit - Thank You	262.39
07/10	Deposit - Thank You	266.43
07/10	Deposit - Thank You	273.81
07/10	Deposit - Thank You	275.78
07/10	Deposit - Thank You	275.98
07/10	Deposit - Thank You	281.61
07/10	Deposit - Thank You	282.78
07/10	Deposit - Thank You	283.00
07/10	Deposit - Thank You	283.66
07/10	Deposit - Thank You	286.93
07/10	Deposit - Thank You	287.13
07/10	Deposit - Thank You	293.68
07/10	Deposit - Thank You	302.34
07/10	Deposit - Thank You	304.57
07/10	Deposit - Thank You	307.65
07/10	Deposit - Thank You	311.35
07/10	Deposit - Thank You	312.04
07/10	Deposit - Thank You	317.42
07/10	Deposit - Thank You	319.54
07/10	Deposit - Thank You	321.14
07/10	Deposit - Thank You	321.17
07/10	Deposit - Thank You	322.55
07/10	Deposit - Thank You	326.04
07/10	Deposit - Thank You	334.13
07/10	Deposit - Thank You	336.37
07/10	Deposit - Thank You	342.02
07/10	Deposit - Thank You	355.83
07/10	Deposit - Thank You	366.32
07/10	Deposit - Thank You	366.52
07/10	Deposit - Thank You	371.30
07/10	Deposit - Thank You	374.76
07/10	Deposit - Thank You	391.66
07/10	Deposit - Thank You	392.10
07/10	Deposit - Thank You	394.16
07/10	Deposit - Thank You	401.64
07/10	Deposit - Thank You	407.39
07/10	Deposit - Thank You	410.55
07/10	Deposit - Thank You	412.37
07/10	Deposit - Thank You	412.69

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DEPOSITS & CREDITS (CONTINUED)

07/10	Deposit - Thank You	428.40
07/10	Deposit - Thank You	433.21
07/10	Deposit - Thank You	443.25
07/10	Deposit - Thank You	444.07
07/10	Deposit - Thank You	448.54
07/10	Deposit - Thank You	463.12
07/10	Deposit - Thank You	464.19
07/10	Deposit - Thank You	473.69
07/10	Deposit - Thank You	477.69
07/10	Deposit - Thank You	481.51
07/10	Deposit - Thank You	485.13
07/10	Deposit - Thank You	493.19
07/10	Deposit - Thank You	500.90
07/10	Deposit - Thank You	500.98
07/10	Deposit - Thank You	507.43
07/10	Deposit - Thank You	508.92
07/10	Deposit - Thank You	510.19
07/10	Deposit - Thank You	516.27
07/10	Deposit - Thank You	547.80
07/10	Deposit - Thank You	548.79
07/10	Deposit - Thank You	554.41
07/10	Deposit - Thank You	556.12
07/10	Deposit - Thank You	573.81
07/10	Deposit - Thank You	576.91
07/10	Deposit - Thank You	582.24
07/10	Deposit - Thank You	591.93
07/10	Deposit - Thank You	594.09
07/10	Deposit - Thank You	610.01
07/10	Deposit - Thank You	620.17
07/10	Deposit - Thank You	625.37
07/10	Deposit - Thank You	647.24
07/10	Deposit - Thank You	649.92
07/10	Deposit - Thank You	661.42
07/10	Deposit - Thank You	665.22
07/10	Deposit - Thank You	669.72
07/10	Deposit - Thank You	678.76
07/10	Deposit - Thank You	683.18
07/10	Deposit - Thank You	707.10
07/10	Deposit - Thank You	717.28
07/10	Deposit - Thank You	719.52
07/10	Deposit - Thank You	724.90
07/10	Deposit - Thank You	725.73
07/10	Deposit - Thank You	731.52
07/10	Deposit - Thank You	741.83
07/10	Deposit - Thank You	747.33
07/10	Deposit - Thank You	747.75
07/10	Deposit - Thank You	768.90
07/10	Deposit - Thank You	771.59
07/10	Deposit - Thank You	773.30
07/10	Deposit - Thank You	775.51

Regions Bank
 East Commercial Blvd
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ANTHONY'S PIZZA HOLDING COMPANY LLC
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DEPOSITS & CREDITS (CONTINUED)

07/10	Deposit - Thank You	779.01
07/10	Deposit - Thank You	792.60
07/10	Deposit - Thank You	810.00
07/10	Deposit - Thank You	811.74
07/10	Deposit - Thank You	813.51
07/10	Deposit - Thank You	829.33
07/10	Deposit - Thank You	830.91
07/10	Deposit - Thank You	848.23
07/10	Deposit - Thank You	849.25
07/10	Deposit - Thank You	852.20
07/10	Deposit - Thank You	857.32
07/10	Deposit - Thank You	858.01
07/10	Deposit - Thank You	859.02
07/10	Deposit - Thank You	866.85
07/10	Deposit - Thank You	887.06
07/10	Deposit - Thank You	899.89
07/10	Deposit - Thank You	959.36
07/10	Deposit - Thank You	966.40
07/10	Deposit - Thank You	1,013.73
07/10	Deposit - Thank You	1,028.53
07/10	Deposit - Thank You	1,030.41
07/10	Deposit - Thank You	1,037.18
07/10	Deposit - Thank You	1,094.39
07/10	Deposit - Thank You	1,137.64
07/10	Deposit - Thank You	1,178.72
07/10	Deposit - Thank You	1,188.81
07/10	Deposit - Thank You	1,445.67
07/10	Deposit - Thank You	1,491.11
07/10	Deposit - Thank You	1,582.59
07/10	Deposit - Thank You	1,664.90
07/10	Regions Bank Acct Trans 201394718 Kmay	145,000.00
07/10	Regions Bank Acct Trans 201394718 Kmay	925,000.00
07/11	Deposit - Thank You	33.79
07/11	Craft Brewers Gu Fintech Anthony's Coal 20-1394718	36.00
07/11	Deposit - Thank You	47.87
07/11	Deposit - Thank You	61.64
07/11	Deposit - Thank You	89.87
07/11	Deposit - Thank You	97.55
07/11	Deposit - Thank You	98.71
07/11	Deposit - Thank You	103.82
07/11	Doordash, Inc. Transfer X Doordash, Inc.	110.75
07/11	Doordash, Inc. Transfer X Doordash, Inc.	162.39
07/11	Deposit - Thank You	189.31
07/11	Deposit - Thank You	207.38
07/11	Deposit - Thank You	214.01
07/11	Doordash, Inc. Transfer X Doordash, Inc.	222.28
07/11	Deposit - Thank You	250.35
07/11	Deposit - Thank You	279.32
07/11	Deposit - Thank You	280.20
07/11	Deposit - Thank You	282.72
07/11	Deposit - Thank You	

Regions Bank
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DEPOSITS & CREDITS (CONTINUED)

07/11	Deposit - Thank You	288.76
07/11	Deposit - Thank You	292.44
07/11	Doordash, Inc. Transfer X Doordash, Inc.	310.06
07/11	Deposit - Thank You	316.21
07/11	Deposit - Thank You	323.02
07/11	Deposit - Thank You	328.22
07/11	Deposit - Thank You	352.69
07/11	Deposit - Thank You	363.75
07/11	Deposit - Thank You	368.03
07/11	Deposit - Thank You	374.21
07/11	Deposit - Thank You	378.84
07/11	Deposit - Thank You	381.58
07/11	Deposit - Thank You	397.70
07/11	Deposit - Thank You	413.22
07/11	Deposit - Thank You	424.94
07/11	Deposit - Thank You	435.16
07/11	Deposit - Thank You	439.68
07/11	Deposit - Thank You	445.27
07/11	Deposit - Thank You	448.01
07/11	Deposit - Thank You	456.56
07/11	Deposit - Thank You	457.72
07/11	Deposit - Thank You	459.17
07/11	Deposit - Thank You	465.64
07/11	Deposit - Thank You	470.98
07/11	Deposit - Thank You	477.44
07/11	Deposit - Thank You	478.39
07/11	Deposit - Thank You	481.84
07/11	Deposit - Thank You	495.20
07/11	Deposit - Thank You	497.77
07/11	Deposit - Thank You	508.28
07/11	Deposit - Thank You	514.51
07/11	Deposit - Thank You	515.07
07/11	Deposit - Thank You	525.69
07/11	Deposit - Thank You	530.77
07/11	Deposit - Thank You	539.03
07/11	Deposit - Thank You	558.90
07/11	Deposit - Thank You	561.94
07/11	Deposit - Thank You	566.46
07/11	Deposit - Thank You	567.26
07/11	Deposit - Thank You	567.41
07/11	Deposit - Thank You	569.12
07/11	Deposit - Thank You	575.82
07/11	Deposit - Thank You	576.39
07/11	Deposit - Thank You	577.36
07/11	Deposit - Thank You	580.33
07/11	Deposit - Thank You	585.66
07/11	Deposit - Thank You	588.22
07/11	Deposit - Thank You	602.69
07/11	Deposit - Thank You	609.80
07/11	Deposit - Thank You	612.56

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DEPOSITS & CREDITS (CONTINUED)

07/11	Deposit - Thank You	623.69
07/11	Deposit - Thank You	637.04
07/11	Deposit - Thank You	637.10
07/11	Deposit - Thank You	639.13
07/11	Deposit - Thank You	640.05
07/11	Deposit - Thank You	644.41
07/11	Deposit - Thank You	647.41
07/11	Deposit - Thank You	660.42
07/11	Deposit - Thank You	670.44
07/11	Deposit - Thank You	677.17
07/11	Deposit - Thank You	688.43
07/11	Deposit - Thank You	699.50
07/11	Deposit - Thank You	705.42
07/11	Deposit - Thank You	707.58
07/11	Deposit - Thank You	708.83
07/11	Deposit - Thank You	710.01
07/11	Deposit - Thank You	711.82
07/11	Deposit - Thank You	712.02
07/11	Deposit - Thank You	713.27
07/11	Deposit - Thank You	719.42
07/11	Deposit - Thank You	734.47
07/11	Deposit - Thank You	735.94
07/11	Deposit - Thank You	741.43
07/11	Deposit - Thank You	743.44
07/11	Deposit - Thank You	747.21
07/11	Deposit - Thank You	756.83
07/11	Deposit - Thank You	765.41
07/11	Deposit - Thank You	769.24
07/11	Deposit - Thank You	781.31
07/11	Deposit - Thank You	786.66
07/11	Deposit - Thank You	797.33
07/11	Deposit - Thank You	797.38
07/11	Deposit - Thank You	799.36
07/11	Deposit - Thank You	800.69
07/11	Deposit - Thank You	802.15
07/11	Deposit - Thank You	808.59
07/11	Deposit - Thank You	810.28
07/11	Deposit - Thank You	819.62
07/11	Deposit - Thank You	836.37
07/11	Deposit - Thank You	853.79
07/11	Deposit - Thank You	859.13
07/11	Deposit - Thank You	863.32
07/11	Deposit - Thank You	865.64
07/11	Deposit - Thank You	907.12
07/11	Deposit - Thank You	935.61
07/11	Deposit - Thank You	940.00
07/11	Deposit - Thank You	943.28
07/11	Deposit - Thank You	956.36
07/11	Deposit - Thank You	958.17
07/11	Deposit - Thank You	959.19

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DEPOSITS & CREDITS (CONTINUED)

07/11	Deposit - Thank You	963.31
07/11	Deposit - Thank You	968.71
07/11	Deposit - Thank You	982.64
07/11	Deposit - Thank You	994.28
07/11	Deposit - Thank You	995.37
07/11	Deposit - Thank You	1,027.97
07/11	Deposit - Thank You	1,029.56
07/11	Deposit - Thank You	1,041.25
07/11	Deposit - Thank You	1,055.81
07/11	Deposit - Thank You	1,060.90
07/11	Deposit - Thank You	1,064.40
07/11	Deposit - Thank You	1,072.00
07/11	Deposit - Thank You	1,097.93
07/11	Deposit - Thank You	1,098.31
07/11	Deposit - Thank You	1,110.90
07/11	Deposit - Thank You	1,111.64
07/11	Deposit - Thank You	1,123.75
07/11	Deposit - Thank You	1,125.23
07/11	Deposit - Thank You	1,128.94
07/11	Deposit - Thank You	1,162.80
07/11	Deposit - Thank You	1,175.91
07/11	Deposit - Thank You	1,221.41
07/11	Deposit - Thank You	1,229.10
07/11	Deposit - Thank You	1,242.46
07/11	Deposit - Thank You	1,248.16
07/11	Deposit - Thank You	1,250.41
07/11	Deposit - Thank You	1,261.56
07/11	Deposit - Thank You	1,279.82
07/11	Deposit - Thank You	1,329.77
07/11	Deposit - Thank You	1,336.81
07/11	Deposit - Thank You	1,342.89
07/11	Deposit - Thank You	1,351.44
07/11	Deposit - Thank You	1,352.60
07/11	Deposit - Thank You	1,358.63
07/11	Deposit - Thank You	1,375.17
07/11	Deposit - Thank You	1,388.45
07/11	Deposit - Thank You	1,388.90
07/11	Deposit - Thank You	1,394.10
07/11	Deposit - Thank You	1,402.44
07/11	Deposit - Thank You	1,431.15
07/11	Deposit - Thank You	1,434.20
07/11	Deposit - Thank You	1,442.18
07/11	Deposit - Thank You	1,458.22
07/11	Deposit - Thank You	1,476.35
07/11	Deposit - Thank You	1,477.33
07/11	Deposit - Thank You	1,504.08
07/11	Deposit - Thank You	1,511.92
07/11	Deposit - Thank You	1,515.63
07/11	Deposit - Thank You	1,516.31
07/11	Deposit - Thank You	1,546.98

Regions Bank
East Commercial Blvd
2660 East Commercial Blvd
Fort Lauderdale, FL 33308

ANTHONY'S PIZZA HOLDING COMPANY LLC
200 W CYPRESS CREEK RD STE 220
FORT LAUDERDALE FL 33309-2175

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DEPOSITS & CREDITS (CONTINUED)

07/11	Deposit - Thank You	1,559.28
07/11	Deposit - Thank You	1,566.32
07/11	Deposit - Thank You	1,583.72
07/11	Deposit - Thank You	1,596.92
07/11	Deposit - Thank You	1,598.79
07/11	Deposit - Thank You	1,631.58
07/11	Deposit - Thank You	1,634.29
07/11	Deposit - Thank You	1,643.49
07/11	Deposit - Thank You	1,679.76
07/11	Deposit - Thank You	1,704.09
07/11	Deposit - Thank You	1,705.64
07/11	Deposit - Thank You	1,711.28
07/11	Deposit - Thank You	1,732.85
07/11	Deposit - Thank You	1,748.40
07/11	Deposit - Thank You	1,761.62
07/11	Deposit - Thank You	1,776.09
07/11	Deposit - Thank You	1,808.08
07/11	Deposit - Thank You	1,841.54
07/11	Deposit - Thank You	1,866.89
07/11	Deposit - Thank You	1,879.65
07/11	Deposit - Thank You	1,909.12
07/11	Deposit - Thank You	1,912.77
07/11	Discovery Benefi Cobra Anthony's Coal 23705000	1,927.01
07/11	Deposit - Thank You	2,003.37
07/11	Deposit - Thank You	2,027.52
07/11	Deposit - Thank You	2,142.38
07/11	Deposit - Thank You	2,320.63
07/11	Deposit - Thank You	2,353.29
07/11	Deposit - Thank You	2,551.51
07/11	Deposit - Thank You	2,785.37
07/11	Deposit - Thank You	2,806.56
07/11	Deposit - Thank You	2,892.39
07/11	Regions Bank Acct Trans 201394718 Kmay	315,000.00
07/11	Adv From Cr Line 2580311988	156,095.37
07/12	Deposit - Thank You	1.00
07/12	Deposit - Thank You	1.00
07/12	Deposit - Thank You	1.00
07/12	Deposit - Thank You	1.00
07/12	Deposit - Thank You	4.21
07/12	Deposit - Thank You	5.00
07/12	Deposit - Thank You	5.00
07/12	Deposit - Thank You	10.31
07/12	Deposit - Thank You	31.83
07/12	Deposit - Thank You	53.62
07/12	Deposit - Thank You	80.00
07/12	Deposit - Thank You	93.84
07/12	Deposit - Thank You	99.87
07/12	Deposit - Thank You	111.93
07/12	Deposit - Thank You	114.98
07/12	Deposit - Thank You	115.31

Regions Bank
East Commercial Blvd
2660 East Commercial Blvd
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ANTHONY'S PIZZA HOLDING COMPANY LLC
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DEPOSITS & CREDITS (CONTINUED)

07/12	Deposit - Thank You	116.71
07/12	Deposit - Thank You	118.72
07/12	Deposit - Thank You	118.90
07/12	Deposit - Thank You	130.75
07/12	Deposit - Thank You	137.70
07/12	Deposit - Thank You	145.97
07/12	Deposit - Thank You	157.21
07/12	Deposit - Thank You	164.03
07/12	Deposit - Thank You	183.50
07/12	Deposit - Thank You	218.42
07/12	Deposit - Thank You	222.65
07/12	Deposit - Thank You	223.26
07/12	Deposit - Thank You	225.59
07/12	Deposit - Thank You	228.93
07/12	Deposit - Thank You	237.20
07/12	Deposit - Thank You	244.34
07/12	Deposit - Thank You	245.27
07/12	Deposit - Thank You	260.93
07/12	Deposit - Thank You	262.59
07/12	Deposit - Thank You	272.20
07/12	Deposit - Thank You	281.90
07/12	Deposit - Thank You	284.16
07/12	Deposit - Thank You	291.27
07/12	Deposit - Thank You	292.63
07/12	Deposit - Thank You	298.89
07/12	Deposit - Thank You	307.46
07/12	Deposit - Thank You	308.96
07/12	Deposit - Thank You	324.60
07/12	Deposit - Thank You	334.55
07/12	Deposit - Thank You	353.78
07/12	Deposit - Thank You	361.02
07/12	Deposit - Thank You	367.99
07/12	Deposit - Thank You	371.43
07/12	Deposit - Thank You	386.23
07/12	Deposit - Thank You	397.38
07/12	Deposit - Thank You	403.43
07/12	Deposit - Thank You	410.79
07/12	Deposit - Thank You	424.67
07/12	Deposit - Thank You	437.43
07/12	Deposit - Thank You	448.68
07/12	Deposit - Thank You	449.13
07/12	Deposit - Thank You	453.75
07/12	Deposit - Thank You	456.41
07/12	Deposit - Thank You	459.46
07/12	Deposit - Thank You	459.56
07/12	Deposit - Thank You	468.53
07/12	Deposit - Thank You	471.26
07/12	Deposit - Thank You	478.23
07/12	Deposit - Thank You	480.49
07/12	Deposit - Thank You	488.59

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DEPOSITS & CREDITS (CONTINUED)

		492.47
07/12	Deposit - Thank You	497.10
07/12	Deposit - Thank You	502.74
07/12	Deposit - Thank You	522.74
07/12	Deposit - Thank You	524.19
07/12	Deposit - Thank You	547.02
07/12	Deposit - Thank You	558.54
07/12	Deposit - Thank You	562.46
07/12	Deposit - Thank You	563.21
07/12	Deposit - Thank You	567.36
07/12	Deposit - Thank You	570.95
07/12	Deposit - Thank You	574.63
07/12	Deposit - Thank You	580.86
07/12	Deposit - Thank You	596.71
07/12	Deposit - Thank You	597.54
07/12	Deposit - Thank You	605.63
07/12	Deposit - Thank You	613.64
07/12	Deposit - Thank You	618.12
07/12	Deposit - Thank You	635.99
07/12	Deposit - Thank You	636.84
07/12	Deposit - Thank You	649.34
07/12	Deposit - Thank You	649.45
07/12	Deposit - Thank You	655.47
07/12	Deposit - Thank You	655.98
07/12	Deposit - Thank You	659.80
07/12	Deposit - Thank You	689.00
07/12	Deposit - Thank You	705.04
07/12	Deposit - Thank You	726.03
07/12	Deposit - Thank You	726.41
07/12	Deposit - Thank You	742.29
07/12	Deposit - Thank You	743.72
07/12	Deposit - Thank You	750.26
07/12	Deposit - Thank You	758.34
07/12	Deposit - Thank You	778.26
07/12	Deposit - Thank You	778.33
07/12	Deposit - Thank You	786.99
07/12	Deposit - Thank You	813.72
07/12	Deposit - Thank You	826.50
07/12	Deposit - Thank You	842.54
07/12	Deposit - Thank You	845.78
07/12	Deposit - Thank You	857.43
07/12	Deposit - Thank You	883.57
07/12	Deposit - Thank You	884.52
07/12	Deposit - Thank You	937.65
07/12	Deposit - Thank You	942.34
07/12	Deposit - Thank You	967.95
07/12	Deposit - Thank You	1,053.11
07/12	Deposit - Thank You	1,060.75
07/12	Deposit - Thank You	1,106.54
07/12	Deposit - Thank You	1,115.20
07/12	Deposit - Thank You	

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DEPOSITS & CREDITS (CONTINUED)

07/12	Deposit - Thank You	1,153.94
07/12	Deposit - Thank You	1,163.49
07/12	Deposit - Thank You	1,233.96
07/12	Deposit - Thank You	1,309.88
07/12	Deposit - Thank You	1,313.83
07/12	Deposit - Thank You	1,350.00
07/12	Deposit - Thank You	1,689.59
07/12	Deposit - Thank You	1,692.66
07/12	Deposit - Thank You	2,081.22
07/12	Uber USA Edi Paymnt Anthony's Pizz 295165053	145,000.00
07/12	Regions Bank Acct Trans 201394718 Kmay	180,000.00
07/12	Regions Bank Acct Trans 201394718 Kmay	2.00
07/13	Deposit - Thank You	20.00
07/13	Deposit - Thank You	196.84
07/13	Deposit - Thank You	197.35
07/13	Deposit - Thank You	209.18
07/13	Deposit - Thank You	221.26
07/13	Deposit - Thank You	227.92
07/13	Deposit - Thank You	238.01
07/13	Deposit - Thank You	238.34
07/13	Deposit - Thank You	266.53
07/13	Deposit - Thank You	272.90
07/13	Deposit - Thank You	324.54
07/13	Deposit - Thank You	331.82
07/13	Deposit - Thank You	334.27
07/13	Deposit - Thank You	346.60
07/13	Deposit - Thank You	357.92
07/13	Deposit - Thank You	367.81
07/13	Deposit - Thank You	374.76
07/13	Deposit - Thank You	375.64
07/13	Deposit - Thank You	384.64
07/13	Deposit - Thank You	392.87
07/13	Deposit - Thank You	394.69
07/13	Deposit - Thank You	407.26
07/13	Deposit - Thank You	417.08
07/13	Deposit - Thank You	422.13
07/13	Deposit - Thank You	422.67
07/13	Deposit - Thank You	435.21
07/13	Deposit - Thank You	444.68
07/13	Deposit - Thank You	457.34
07/13	Deposit - Thank You	457.66
07/13	Deposit - Thank You	466.69
07/13	Deposit - Thank You	468.63
07/13	Deposit - Thank You	489.27
07/13	Deposit - Thank You	497.00
07/13	Deposit - Thank You	505.27
07/13	Deposit - Thank You	505.39
07/13	Deposit - Thank You	534.90
07/13	Deposit - Thank You	540.44
07/13	Deposit - Thank You	540.82

Regions Bank
East Commercial Blvd
2660 East Commercial Blvd
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ANTHONY'S PIZZA HOLDING COMPANY LLC
200 W CYPRESS CREEK RD STE 220
FORT LAUDERDALE FL 33309-2175

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DEPOSITS & CREDITS (CONTINUED)

07/13	Deposit - Thank You	546.11
07/13	Deposit - Thank You	558.89
07/13	Deposit - Thank You	568.74
07/13	Deposit - Thank You	569.92
07/13	Deposit - Thank You	577.04
07/13	Deposit - Thank You	586.41
07/13	Deposit - Thank You	595.34
07/13	Deposit - Thank You	597.39
07/13	Deposit - Thank You	599.86
07/13	Deposit - Thank You	626.29
07/13	Deposit - Thank You	627.94
07/13	Deposit - Thank You	667.04
07/13	Deposit - Thank You	686.93
07/13	Deposit - Thank You	705.79
07/13	Deposit - Thank You	750.70
07/13	Deposit - Thank You	751.63
07/13	Deposit - Thank You	759.23
07/13	Deposit - Thank You	764.65
07/13	Deposit - Thank You	783.16
07/13	Deposit - Thank You	821.49
07/13	Deposit - Thank You	828.47
07/13	Deposit - Thank You	840.00
07/13	Deposit - Thank You	856.83
07/13	Deposit - Thank You	859.05
07/13	Deposit - Thank You	896.86
07/13	Deposit - Thank You	926.61
07/13	Deposit - Thank You	961.69
07/13	Deposit - Thank You	973.91
07/13	Deposit - Thank You	978.56
07/13	Deposit - Thank You	983.64
07/13	Deposit - Thank You	994.85
07/13	Deposit - Thank You	994.90
07/13	Deposit - Thank You	1,001.19
07/13	Deposit - Thank You	1,003.29
07/13	Deposit - Thank You	1,067.58
07/13	Deposit - Thank You	1,085.37
07/13	Deposit - Thank You	1,114.11
07/13	Deposit - Thank You	1,125.24
07/13	Deposit - Thank You	1,155.33
07/13	Deposit - Thank You	1,160.10
07/13	Deposit - Thank You	1,160.47
07/13	Deposit - Thank You	1,162.00
07/13	Deposit - Thank You	1,163.29
07/13	Deposit - Thank You	1,168.71
07/13	Deposit - Thank You	1,189.74
07/13	Deposit - Thank You	1,196.65
07/13	Deposit - Thank You	1,207.80
07/13	Deposit - Thank You	1,213.86
07/13	Deposit - Thank You	1,256.21
07/13	Deposit - Thank You	1,273.62

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DEPOSITS & CREDITS (CONTINUED)

07/13	Deposit - Thank You	1,301.97
07/13	Deposit - Thank You	1,325.67
07/13	Deposit - Thank You	1,367.46
07/13	Deposit - Thank You	1,393.57
07/13	Deposit - Thank You	1,400.12
07/13	Deposit - Thank You	1,400.85
07/13	Deposit - Thank You	1,405.67
07/13	Deposit - Thank You	1,450.11
07/13	Deposit - Thank You	1,468.95
07/13	Deposit - Thank You	1,469.53
07/13	Deposit - Thank You	1,486.81
07/13	Deposit - Thank You	1,490.93
07/13	Deposit - Thank You	1,589.46
07/13	Deposit - Thank You	1,618.72
07/13	Deposit - Thank You	1,644.72
07/13	Deposit - Thank You	1,788.43
07/13	Deposit - Thank You	1,850.43
07/13	Deposit - Thank You	1,927.07
07/13	Deposit - Thank You	1,959.23
07/13	Deposit - Thank You	1,960.73
07/13	Deposit - Thank You	1,971.70
07/13	Deposit - Thank You	2,147.09
07/13	Deposit - Thank You	2,152.67
07/13	Deposit - Thank You	2,183.41
07/13	Deposit - Thank You	2,303.60
07/13	Deposit - Thank You	2,351.10
07/13	Deposit - Thank You	2,365.50
07/13	Deposit - Thank You	2,406.62
07/13	Deposit - Thank You	2,474.13
07/13	Deposit - Thank You	2,661.78
07/13	Deposit - Thank You	3,115.60
07/13	Deposit - Thank You	3,436.23
07/13	Regions Bank Acct Trans 201394718 Kmay	65,000.00
07/13	Regions Bank Acct Trans 201394718 Kmay	210,000.00
07/14	Deposit - Thank You	1.00
07/14	Republic National Fintech Anthony's Coal 20-1394718	179.40
07/14	Deposit - Thank You	1,485.01
07/14	Deposit - Thank You	1,723.70
07/14	Regions Bank Acct Trans 201394718 Kmay	45,000.00
07/14	Regions Bank Acct Trans 201394718 Kmay	245,000.00
07/17	Deposit - Thank You	12.96
07/17	Deposit - Thank You	28.96
07/17	Deposit - Thank You	66.39
07/17	Deposit - Thank You	81.43
07/17	Deposit - Thank You	87.97
07/17	Deposit - Thank You	92.55
07/17	Deposit - Thank You	93.68
07/17	Deposit - Thank You	94.14
07/17	Deposit - Thank You	107.01
07/17	Deposit - Thank You	110.06

Regions Bank
East Commercial Blvd
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ANTHONY'S PIZZA HOLDING COMPANY LLC
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DEPOSITS & CREDITS (CONTINUED)

07/17	Deposit - Thank You	113.86
07/17	Deposit - Thank You	119.48
07/17	Deposit - Thank You	127.25
07/17	Deposit - Thank You	136.08
07/17	Deposit - Thank You	142.58
07/17	Deposit - Thank You	153.25
07/17	Deposit - Thank You	165.54
07/17	Deposit - Thank You	173.32
07/17	Deposit - Thank You	185.74
07/17	Deposit - Thank You	189.76
07/17	Deposit - Thank You	195.64
07/17	Deposit - Thank You	206.51
07/17	Deposit - Thank You	206.84
07/17	Deposit - Thank You	217.20
07/17	Deposit - Thank You	219.86
07/17	Deposit - Thank You	227.37
07/17	Deposit - Thank You	231.60
07/17	Deposit - Thank You	232.35
07/17	Deposit - Thank You	239.08
07/17	Deposit - Thank You	239.73
07/17	Deposit - Thank You	244.07
07/17	Deposit - Thank You	250.94
07/17	Deposit - Thank You	252.47
07/17	Deposit - Thank You	258.90
07/17	Deposit - Thank You	266.26
07/17	Deposit - Thank You	278.50
07/17	Deposit - Thank You	280.70
07/17	Deposit - Thank You	283.83
07/17	Deposit - Thank You	326.17
07/17	Deposit - Thank You	335.72
07/17	Deposit - Thank You	345.90
07/17	Deposit - Thank You	350.51
07/17	Deposit - Thank You	375.90
07/17	V4Adj 26-7593100162	378.21
07/17	Deposit - Thank You	382.46
07/17	Deposit - Thank You	384.72
07/17	Deposit - Thank You	394.73
07/17	Deposit - Thank You	402.36
07/17	Deposit - Thank You	419.06
07/17	Deposit - Thank You	428.84
07/17	Deposit - Thank You	435.48
07/17	Deposit - Thank You	442.70
07/17	Deposit - Thank You	444.91
07/17	Deposit - Thank You	447.57
07/17	Deposit - Thank You	452.57
07/17	Deposit - Thank You	454.14
07/17	Deposit - Thank You	455.80
07/17	Deposit - Thank You	480.00
07/17	Deposit - Thank You	484.80
07/17	Deposit - Thank You	494.06

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DEPOSITS & CREDITS (CONTINUED)

07/17	Deposit - Thank You		507.61
07/17	Deposit - Thank You		526.00
07/17	Deposit - Thank You		545.29
07/17	Deposit - Thank You		564.64
07/17	Account Correction		569.45
07/17	Deposit - Thank You		577.16
07/17	Deposit - Thank You		620.63
07/17	Deposit - Thank You		642.56
07/17	Deposit - Thank You		651.54
07/17	Deposit - Thank You		653.34
07/17	Deposit - Thank You		657.95
07/17	Deposit - Thank You		721.36
07/17	Deposit - Thank You		735.03
07/17	Deposit - Thank You		819.71
07/17	Deposit - Thank You		842.35
07/17	Deposit - Thank You		868.99
07/17	Deposit - Thank You		905.70
07/17	Deposit - Thank You		932.08
07/17	Deposit - Thank You		1,113.82
07/17	Deposit - Thank You		1,322.59
07/17	Deposit - Thank You		1,324.42
07/17	Regions Bank Acct Trans 201394718	Kmay	170,000.00
07/17	Regions Bank Acct Trans 201394718	Kmay	940,000.00
07/18	Deposit - Thank You		21.96
07/18	Deposit - Thank You		47.30
07/18	Deposit - Thank You		69.69
07/18	Deposit - Thank You		100.00
07/18	Deposit - Thank You		121.44
07/18	Deposit - Thank You		126.66
07/18	Doordash, Inc. Transfer X	Doordash, Inc.	130.60
07/18	Deposit - Thank You		143.95
07/18	Deposit - Thank You		144.12
07/18	Deposit - Thank You		146.66
07/18	Deposit - Thank You		192.70
07/18	Doordash, Inc. Transfer X	Doordash, Inc.	226.88
07/18	Deposit - Thank You		248.40
07/18	Deposit - Thank You		266.00
07/18	Deposit - Thank You		283.00
07/18	Doordash, Inc. Transfer X	Doordash, Inc.	292.58
07/18	Deposit - Thank You		297.58
07/18	Deposit - Thank You		314.05
07/18	Deposit - Thank You		320.85
07/18	Doordash, Inc. Transfer X	Doordash, Inc.	325.13
07/18	Deposit - Thank You		327.85
07/18	Deposit - Thank You		361.41
07/18	Deposit - Thank You		371.39
07/18	Deposit - Thank You		379.34
07/18	Deposit - Thank You		379.53
07/18	Doordash, Inc. Transfer X	Doordash, Inc.	379.61
07/18	Deposit - Thank You		384.11

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DEPOSITS & CREDITS (CONTINUED)

07/18	Deposit - Thank You	396.71
07/18	Deposit - Thank You	405.81
07/18	Deposit - Thank You	411.81
07/18	Deposit - Thank You	424.06
07/18	Deposit - Thank You	442.77
07/18	Deposit - Thank You	459.06
07/18	Deposit - Thank You	459.67
07/18	Account Correction	471.36
07/18	Deposit - Thank You	474.61
07/18	Deposit - Thank You	476.02
07/18	Deposit - Thank You	478.11
07/18	Deposit - Thank You	512.46
07/18	Deposit - Thank You	517.81
07/18	Deposit - Thank You	540.14
07/18	Deposit - Thank You	544.30
07/18	Deposit - Thank You	601.22
07/18	Deposit - Thank You	607.83
07/18	Deposit - Thank You	615.27
07/18	Deposit - Thank You	644.99
07/18	Deposit - Thank You	645.01
07/18	Deposit - Thank You	654.27
07/18	Deposit - Thank You	657.24
07/18	Deposit - Thank You	660.55
07/18	Deposit - Thank You	684.01
07/18	Deposit - Thank You	725.16
07/18	Deposit - Thank You	793.44
07/18	Deposit - Thank You	802.57
07/18	Deposit - Thank You	809.30
07/18	Deposit - Thank You	810.83
07/18	Deposit - Thank You	835.67
07/18	Deposit - Thank You	846.79
07/18	Deposit - Thank You	877.40
07/18	Deposit - Thank You	883.34
07/18	Deposit - Thank You	900.79
07/18	Deposit - Thank You	900.80
07/18	Deposit - Thank You	909.99
07/18	Deposit - Thank You	914.11
07/18	Deposit - Thank You	927.32
07/18	Deposit - Thank You	934.51
07/18	Deposit - Thank You	936.15
07/18	Deposit - Thank You	941.27
07/18	Deposit - Thank You	950.58
07/18	Deposit - Thank You	957.46
07/18	Deposit - Thank You	967.58
07/18	Deposit - Thank You	1,007.21
07/18	Deposit - Thank You	1,026.86
07/18	Deposit - Thank You	1,039.45
07/18	Deposit - Thank You	1,046.16
07/18	Deposit - Thank You	1,070.46
07/18	Deposit - Thank You	1,081.22

Regions Bank
 East Commercial Blvd
 2660 East Commercial Blvd
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ANTHONY'S PIZZA HOLDING COMPANY LLC
 200 W CYPRESS CREEK RD STE 220
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DEPOSITS & CREDITS (CONTINUED)

07/18	Deposit - Thank You	1,082.45
07/18	Deposit - Thank You	1,084.96
07/18	Deposit - Thank You	1,110.33
07/18	Deposit - Thank You	1,114.14
07/18	Deposit - Thank You	1,129.03
07/18	Deposit - Thank You	1,135.53
07/18	Deposit - Thank You	1,142.01
07/18	Deposit - Thank You	1,162.11
07/18	Deposit - Thank You	1,178.90
07/18	Deposit - Thank You	1,223.26
07/18	Deposit - Thank You	1,223.75
07/18	Deposit - Thank You	1,250.23
07/18	Deposit - Thank You	1,266.20
07/18	Deposit - Thank You	1,272.19
07/18	Deposit - Thank You	1,312.43
07/18	Deposit - Thank You	1,315.26
07/18	Deposit - Thank You	1,336.67
07/18	Deposit - Thank You	1,346.07
07/18	Deposit - Thank You	1,348.30
07/18	Deposit - Thank You	1,431.40
07/18	Deposit - Thank You	1,448.14
07/18	Deposit - Thank You	1,484.60
07/18	Deposit - Thank You	1,559.87
07/18	Deposit - Thank You	1,589.81
07/18	Deposit - Thank You	1,636.53
07/18	Deposit - Thank You	1,644.84
07/18	Deposit - Thank You	1,649.84
07/18	Deposit - Thank You	1,676.55
07/18	Deposit - Thank You	1,687.19
07/18	Deposit - Thank You	1,695.64
07/18	Deposit - Thank You	1,698.81
07/18	Deposit - Thank You	1,713.84
07/18	Deposit - Thank You	1,741.00
07/18	Deposit - Thank You	1,751.99
07/18	Deposit - Thank You	1,768.33
07/18	Deposit - Thank You	1,882.22
07/18	Deposit - Thank You	1,904.40
07/18	Regions Bank Acct Trans 201394718 Kmay	5,000.00
07/18	Regions Bank Acct Trans 201394718 Kmay	10,000.00
07/18	Regions Bank Acct Trans 201394718 Kmay	315,000.00
07/18	Adv From Cr Line 2580311988	995,215.84
07/19	Deposit - Thank You	2.00
07/19	Deposit - Thank You	3.00
07/19	Deposit - Thank You	3.85
07/19	Deposit - Thank You	4.66
07/19	Deposit - Thank You	21.43
07/19	Deposit - Thank You	23.04
07/19	Deposit - Thank You	24.30
07/19	Deposit - Thank You	26.64
07/19	Deposit - Thank You	33.28

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2660 East Commercial Blvd
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ANTHONY'S PIZZA HOLDING COMPANY LLC
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07/19	Discoverybenefit Repayment Anthony's Coal 23705454066305	42.00
07/19	Deposit - Thank You	43.75
07/19	Deposit - Thank You	62.23
07/19	Deposit - Thank You	82.26
07/19	Deposit - Thank You	100.47
07/19	Deposit - Thank You	101.91
07/19	Deposit - Thank You	112.88
07/19	Deposit - Thank You	135.75
07/19	Deposit - Thank You	135.83
07/19	Deposit - Thank You	146.84
07/19	Deposit - Thank You	154.96
07/19	Deposit - Thank You	157.72
07/19	Deposit - Thank You	159.09
07/19	Deposit - Thank You	183.86
07/19	Deposit - Thank You	198.88
07/19	Deposit - Thank You	208.60
07/19	Deposit - Thank You	224.24
07/19	Deposit - Thank You	231.56
07/19	Deposit - Thank You	238.20
07/19	Deposit - Thank You	258.73
07/19	Deposit - Thank You	261.68
07/19	Deposit - Thank You	261.99
07/19	Deposit - Thank You	284.82
07/19	Deposit - Thank You	287.60
07/19	Deposit - Thank You	287.94
07/19	Deposit - Thank You	288.04
07/19	Deposit - Thank You	297.70
07/19	Deposit - Thank You	299.58
07/19	Deposit - Thank You	305.07
07/19	Deposit - Thank You	328.99
07/19	Deposit - Thank You	347.71
07/19	Deposit - Thank You	365.94
07/19	Deposit - Thank You	369.58
07/19	Deposit - Thank You	369.76
07/19	Deposit - Thank You	375.90
07/19	Deposit - Thank You	378.52
07/19	Deposit - Thank You	380.32
07/19	Deposit - Thank You	408.25
07/19	Deposit - Thank You	416.04
07/19	Deposit - Thank You	420.51
07/19	Deposit - Thank You	421.82
07/19	Deposit - Thank You	429.54
07/19	Deposit - Thank You	437.82
07/19	Deposit - Thank You	438.32
07/19	Deposit - Thank You	439.27
07/19	Deposit - Thank You	444.90
07/19	Deposit - Thank You	445.55
07/19	Deposit - Thank You	455.76
07/19	Deposit - Thank You	464.72
07/19	Deposit - Thank You	467.80

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DEPOSITS & CREDITS (CONTINUED)

07/19	Deposit - Thank You	467.97
07/19	Deposit - Thank You	470.97
07/19	Deposit - Thank You	471.33
07/19	Deposit - Thank You	485.35
07/19	Deposit - Thank You	497.75
07/19	Deposit - Thank You	499.02
07/19	Deposit - Thank You	509.60
07/19	Deposit - Thank You	510.17
07/19	Deposit - Thank You	512.65
07/19	Deposit - Thank You	518.17
07/19	Deposit - Thank You	521.07
07/19	Deposit - Thank You	539.25
07/19	Deposit - Thank You	540.38
07/19	Deposit - Thank You	544.68
07/19	Deposit - Thank You	545.37
07/19	Deposit - Thank You	550.92
07/19	Deposit - Thank You	567.29
07/19	Deposit - Thank You	577.33
07/19	Deposit - Thank You	579.94
07/19	Deposit - Thank You	581.38
07/19	Deposit - Thank You	587.03
07/19	Deposit - Thank You	605.03
07/19	Deposit - Thank You	607.71
07/19	Deposit - Thank You	656.90
07/19	Deposit - Thank You	672.40
07/19	Deposit - Thank You	688.47
07/19	Deposit - Thank You	706.87
07/19	Deposit - Thank You	759.31
07/19	Deposit - Thank You	764.11
07/19	Deposit - Thank You	772.15
07/19	Deposit - Thank You	792.17
07/19	Deposit - Thank You	804.61
07/19	Deposit - Thank You	810.18
07/19	Deposit - Thank You	819.64
07/19	Deposit - Thank You	836.14
07/19	Deposit - Thank You	949.26
07/19	Deposit - Thank You	960.18
07/19	Deposit - Thank You	962.42
07/19	Deposit - Thank You	964.40
07/19	Deposit - Thank You	992.66
07/19	Deposit - Thank You	1,002.11
07/19	Deposit - Thank You	1,018.44
07/19	Deposit - Thank You	1,047.67
07/19	Deposit - Thank You	1,078.34
07/19	Deposit - Thank You	1,196.89
07/19	Deposit - Thank You	1,197.73
07/19	Deposit - Thank You	1,347.31
07/19	Deposit - Thank You	1,403.82
07/19	Deposit - Thank You	1,516.84
07/19	Deposit - Thank You	1,596.36

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DEPOSITS & CREDITS (CONTINUED)

07/19	Uber USA	Edi Paymnt Anthony's Pizz 300843325	2,000.20
07/19	Regions Bank	Acct Trans 201394718 Kmay	150,000.00
07/19	Regions Bank	Acct Trans 201394718 Kmay	175,000.00
07/20	Deposit - Thank You		68.70
07/20	Deposit - Thank You		174.26
07/20	Deposit - Thank You		247.23
07/20	Deposit - Thank You		260.31
07/20	Deposit - Thank You		274.70
07/20	Deposit - Thank You		303.26
07/20	Deposit - Thank You		303.38
07/20	Deposit - Thank You		309.98
07/20	Deposit - Thank You		311.69
07/20	Deposit - Thank You		317.02
07/20	Deposit - Thank You		333.27
07/20	Deposit - Thank You		335.80
07/20	Deposit - Thank You		336.61
07/20	Deposit - Thank You		358.74
07/20	Deposit - Thank You		370.09
07/20	Deposit - Thank You		372.66
07/20	Deposit - Thank You		396.89
07/20	Deposit - Thank You		424.74
07/20	Deposit - Thank You		425.41
07/20	Deposit - Thank You		444.18
07/20	Deposit - Thank You		448.12
07/20	Deposit - Thank You		459.63
07/20	Deposit - Thank You		517.03
07/20	Deposit - Thank You		519.81
07/20	Deposit - Thank You		536.27
07/20	Deposit - Thank You		549.89
07/20	Deposit - Thank You		553.18
07/20	Deposit - Thank You		561.67
07/20	Deposit - Thank You		585.47
07/20	Deposit - Thank You		618.75
07/20	Deposit - Thank You		619.66
07/20	Deposit - Thank You		626.73
07/20	Deposit - Thank You		634.19
07/20	Deposit - Thank You		636.18
07/20	Deposit - Thank You		645.98
07/20	Deposit - Thank You		654.08
07/20	Deposit - Thank You		739.77
07/20	Deposit - Thank You		740.41
07/20	Deposit - Thank You		744.14
07/20	Deposit - Thank You		758.70
07/20	Deposit - Thank You		766.42
07/20	Deposit - Thank You		772.70
07/20	Deposit - Thank You		791.52
07/20	Deposit - Thank You		827.28
07/20	Deposit - Thank You		845.31
07/20	Deposit - Thank You		846.80
07/20	Deposit - Thank You		848.27

Regions Bank
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DEPOSITS & CREDITS (CONTINUED)

07/20	Deposit - Thank You	848.85
07/20	Deposit - Thank You	864.54
07/20	Deposit - Thank You	867.33
07/20	Deposit - Thank You	875.53
07/20	Deposit - Thank You	902.74
07/20	Deposit - Thank You	913.76
07/20	Deposit - Thank You	917.65
07/20	Deposit - Thank You	927.72
07/20	Deposit - Thank You	929.62
07/20	Deposit - Thank You	966.21
07/20	Deposit - Thank You	978.93
07/20	Deposit - Thank You	993.12
07/20	Deposit - Thank You	994.46
07/20	Deposit - Thank You	1,021.22
07/20	Deposit - Thank You	1,023.11
07/20	Deposit - Thank You	1,036.28
07/20	Deposit - Thank You	1,037.09
07/20	Deposit - Thank You	1,056.77
07/20	Deposit - Thank You	1,071.91
07/20	Deposit - Thank You	1,074.99
07/20	Deposit - Thank You	1,086.76
07/20	Account Correction	1,108.79
07/20	Deposit - Thank You	1,164.68
07/20	Deposit - Thank You	1,175.18
07/20	Deposit - Thank You	1,176.36
07/20	Deposit - Thank You	1,188.55
07/20	Deposit - Thank You	1,192.61
07/20	Deposit - Thank You	1,255.06
07/20	Deposit - Thank You	1,256.12
07/20	Deposit - Thank You	1,266.03
07/20	Deposit - Thank You	1,281.07
07/20	Deposit - Thank You	1,301.07
07/20	Deposit - Thank You	1,305.84
07/20	Deposit - Thank You	1,340.34
07/20	Deposit - Thank You	1,352.91
07/20	Deposit - Thank You	1,353.32
07/20	Deposit - Thank You	1,366.86
07/20	Deposit - Thank You	1,404.43
07/20	Deposit - Thank You	1,440.96
07/20	Deposit - Thank You	1,449.41
07/20	Deposit - Thank You	1,481.34
07/20	Deposit - Thank You	1,504.88
07/20	Deposit - Thank You	1,609.18
07/20	Deposit - Thank You	1,613.63
07/20	Deposit - Thank You	1,657.39
07/20	Deposit - Thank You	1,687.65
07/20	Deposit - Thank You	1,715.72
07/20	Deposit - Thank You	1,732.08
07/20	Deposit - Thank You	1,778.56
07/20	Deposit - Thank You	1,799.76

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DEPOSITS & CREDITS (CONTINUED)

07/20	Deposit - Thank You	1,843.05
07/20	Deposit - Thank You	1,866.74
07/20	Deposit - Thank You	1,870.66
07/20	Deposit - Thank You	1,888.01
07/20	Deposit - Thank You	1,895.67
07/20	Deposit - Thank You	2,037.34
07/20	Deposit - Thank You	2,047.72
07/20	Deposit - Thank You	2,127.15
07/20	Deposit - Thank You	2,159.73
07/20	Deposit - Thank You	2,174.52
07/20	Deposit - Thank You	2,276.83
07/20	Deposit - Thank You	2,406.15
07/20	Deposit - Thank You	2,580.20
07/20	Deposit - Thank You	2,603.18
07/20	Deposit - Thank You	3,130.32
07/20	Quick Deposit - Thank You	19,712.28
07/20	Regions Bank Acct Trans 201394718 Kmay	65,000.00
07/20	Regions Bank Acct Trans 201394718 Kmay	220,000.00
07/20	Wire Transfer Regions Bank	1,000,000.00
07/20	Adv From Cr Line 2580311988	938,135.41
07/21	Regions Bank Acct Trans 201394718 Kmay	40,000.00
07/21	Regions Bank Acct Trans 201394718 Kmay	225,000.00
07/24	Deposit - Thank You	6.39
07/24	Deposit - Thank You	6.88
07/24	Deposit - Thank You	10.52
07/24	Deposit - Thank You	23.96
07/24	Deposit - Thank You	26.56
07/24	Deposit - Thank You	31.70
07/24	Origlio Beverage Fintecheft Anthony's Coal 20-1394718	83.56
07/24	Deposit - Thank You	87.77
07/24	Deposit - Thank You	105.66
07/24	Deposit - Thank You	111.01
07/24	Deposit - Thank You	122.78
07/24	Deposit - Thank You	123.08
07/24	Deposit - Thank You	125.36
07/24	Deposit - Thank You	125.50
07/24	Deposit - Thank You	133.33
07/24	Deposit - Thank You	137.03
07/24	Deposit - Thank You	167.82
07/24	Deposit - Thank You	170.47
07/24	Deposit - Thank You	200.78
07/24	Deposit - Thank You	204.67
07/24	Deposit - Thank You	211.93
07/24	Deposit - Thank You	222.18
07/24	Deposit - Thank You	222.30
07/24	Deposit - Thank You	222.45
07/24	Deposit - Thank You	223.72
07/24	Deposit - Thank You	258.44
07/24	Deposit - Thank You	259.79
07/24	Deposit - Thank You	267.42

Regions Bank
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DEPOSITS & CREDITS (CONTINUED)

07/24	Deposit - Thank You	285.32
07/24	Deposit - Thank You	290.81
07/24	Deposit - Thank You	303.96
07/24	Deposit - Thank You	305.67
07/24	Deposit - Thank You	321.12
07/24	Deposit - Thank You	324.07
07/24	Deposit - Thank You	331.03
07/24	Deposit - Thank You	339.29
07/24	Deposit - Thank You	340.65
07/24	Deposit - Thank You	359.34
07/24	Deposit - Thank You	366.89
07/24	Deposit - Thank You	383.77
07/24	Deposit - Thank You	393.86
07/24	Deposit - Thank You	399.96
07/24	Deposit - Thank You	421.17
07/24	Deposit - Thank You	431.67
07/24	Deposit - Thank You	439.29
07/24	Deposit - Thank You	448.52
07/24	Deposit - Thank You	457.91
07/24	Deposit - Thank You	458.86
07/24	Deposit - Thank You	459.37
07/24	Deposit - Thank You	469.07
07/24	Deposit - Thank You	491.76
07/24	Deposit - Thank You	503.44
07/24	Deposit - Thank You	503.89
07/24	Deposit - Thank You	506.69
07/24	Deposit - Thank You	514.84
07/24	Deposit - Thank You	536.46
07/24	Deposit - Thank You	558.00
07/24	Deposit - Thank You	578.24
07/24	Deposit - Thank You	583.07
07/24	Deposit - Thank You	590.63
07/24	Deposit - Thank You	593.58
07/24	Deposit - Thank You	600.16
07/24	Deposit - Thank You	604.00
07/24	Deposit - Thank You	622.04
07/24	Deposit - Thank You	648.59
07/24	Deposit - Thank You	649.96
07/24	Deposit - Thank You	650.36
07/24	Deposit - Thank You	704.53
07/24	Deposit - Thank You	736.54
07/24	Deposit - Thank You	758.61
07/24	Deposit - Thank You	764.97
07/24	Deposit - Thank You	821.26
07/24	Deposit - Thank You	850.02
07/24	Deposit - Thank You	874.69
07/24	Deposit - Thank You	912.84
07/24	Deposit - Thank You	916.41
07/24	Deposit - Thank You	1,002.70
07/24	Deposit - Thank You	1,035.65

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DEPOSITS & CREDITS (CONTINUED)

07/24	Deposit - Thank You		1,373.29
07/24	Deposit - Thank You		1,513.88
07/24	Quick Deposit - Thank You		109,630.75
07/24	Regions Bank Acct Trans 201394718	Kmay	170,000.00
07/24	Regions Bank Acct Trans 201394718	Kmay	935,000.00
07/25	Deposit - Thank You		99.27
07/25	Deposit - Thank You		99.58
07/25	Republic Nationa Fintecheft Anthony's Coal 20-1394718		179.40
07/25	Deposit - Thank You		207.02
07/25	Doordash, Inc. Transfer X	Doordash, Inc.	214.36
07/25	Deposit - Thank You		217.95
07/25	Deposit - Thank You		233.08
07/25	Doordash, Inc. Transfer X	Doordash, Inc.	237.84
07/25	Deposit - Thank You		257.89
07/25	Deposit - Thank You		259.10
07/25	Doordash, Inc. Transfer X	Doordash, Inc.	306.06
07/25	Deposit - Thank You		326.70
07/25	Deposit - Thank You		348.22
07/25	Deposit - Thank You		376.19
07/25	Deposit - Thank You		383.92
07/25	Deposit - Thank You		401.82
07/25	Deposit - Thank You		426.27
07/25	Deposit - Thank You		444.42
07/25	Deposit - Thank You		445.14
07/25	Deposit - Thank You		471.00
07/25	Deposit - Thank You		476.36
07/25	Deposit - Thank You		490.05
07/25	Deposit - Thank You		529.13
07/25	Deposit - Thank You		546.09
07/25	Deposit - Thank You		549.17
07/25	Deposit - Thank You		551.88
07/25	Deposit - Thank You		558.41
07/25	Deposit - Thank You		562.54
07/25	Deposit - Thank You		570.46
07/25	Doordash, Inc. Transfer X	Doordash, Inc.	578.69
07/25	Deposit - Thank You		579.25
07/25	Deposit - Thank You		580.53
07/25	Deposit - Thank You		582.69
07/25	Deposit - Thank You		594.96
07/25	Deposit - Thank You		657.44
07/25	Deposit - Thank You		676.61
07/25	Deposit - Thank You		753.30
07/25	Deposit - Thank You		764.52
07/25	Doordash, Inc. Transfer X	Doordash, Inc.	773.40
07/25	Deposit - Thank You		792.53
07/25	Deposit - Thank You		799.91
07/25	Deposit - Thank You		849.23
07/25	Deposit - Thank You		936.06
07/25	Deposit - Thank You		957.10
07/25	Deposit - Thank You		962.69

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07/25	Deposit - Thank You	967.33
07/25	Deposit - Thank You	967.71
07/25	Deposit - Thank You	1,027.17
07/25	Deposit - Thank You	1,033.00
07/25	Deposit - Thank You	1,043.56
07/25	Deposit - Thank You	1,043.81
07/25	Deposit - Thank You	1,101.79
07/25	Deposit - Thank You	1,124.70
07/25	Deposit - Thank You	1,130.38
07/25	Deposit - Thank You	1,132.13
07/25	Deposit - Thank You	1,142.50
07/25	Quick Deposit - Thank You	1,165.38
07/25	Deposit - Thank You	1,182.00
07/25	Deposit - Thank You	1,187.19
07/25	Deposit - Thank You	1,211.07
07/25	Deposit - Thank You	1,213.39
07/25	Deposit - Thank You	1,229.42
07/25	Deposit - Thank You	1,233.89
07/25	Deposit - Thank You	1,245.07
07/25	Deposit - Thank You	1,338.22
07/25	Deposit - Thank You	1,352.03
07/25	Deposit - Thank You	1,444.79
07/25	Deposit - Thank You	1,498.14
07/25	Deposit - Thank You	1,674.13
07/25	Deposit - Thank You	1,735.27
07/25	Deposit - Thank You	1,803.95
07/25	Regions Bank Acct Trans 201394718 Kmay	330,000.00
07/26	Deposit - Thank You	9.79
07/26	Deposit - Thank You	10.00
07/26	Deposit - Thank You	13.05
07/26	Deposit - Thank You	17.70
07/26	Deposit - Thank You	38.93
07/26	Deposit - Thank You	58.92
07/26	Deposit - Thank You	83.82
07/26	Deposit - Thank You	87.98
07/26	Deposit - Thank You	90.80
07/26	Deposit - Thank You	102.01
07/26	Deposit - Thank You	111.06
07/26	Deposit - Thank You	118.86
07/26	Deposit - Thank You	121.50
07/26	Deposit - Thank You	153.86
07/26	Deposit - Thank You	158.09
07/26	Deposit - Thank You	168.62
07/26	Deposit - Thank You	206.65
07/26	Deposit - Thank You	221.91
07/26	Deposit - Thank You	226.86
07/26	Deposit - Thank You	229.27
07/26	Deposit - Thank You	253.99
07/26	Deposit - Thank You	265.02
07/26	Deposit - Thank You	273.17

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07/26	Deposit - Thank You	275.50
07/26	Deposit - Thank You	277.02
07/26	Deposit - Thank You	278.12
07/26	Deposit - Thank You	282.06
07/26	Deposit - Thank You	288.83
07/26	Deposit - Thank You	290.58
07/26	Deposit - Thank You	296.64
07/26	Deposit - Thank You	307.93
07/26	Deposit - Thank You	321.16
07/26	Deposit - Thank You	333.55
07/26	Deposit - Thank You	339.17
07/26	Deposit - Thank You	339.24
07/26	Deposit - Thank You	341.63
07/26	Deposit - Thank You	341.69
07/26	Deposit - Thank You	355.10
07/26	Deposit - Thank You	388.52
07/26	Deposit - Thank You	392.00
07/26	Deposit - Thank You	393.21
07/26	Deposit - Thank You	399.76
07/26	Deposit - Thank You	401.54
07/26	Deposit - Thank You	408.36
07/26	Deposit - Thank You	434.61
07/26	Deposit - Thank You	436.78
07/26	Deposit - Thank You	448.00
07/26	Deposit - Thank You	457.91
07/26	Deposit - Thank You	471.66
07/26	Deposit - Thank You	481.31
07/26	Deposit - Thank You	488.84
07/26	Deposit - Thank You	493.06
07/26	Deposit - Thank You	520.82
07/26	Deposit - Thank You	528.86
07/26	Deposit - Thank You	557.04
07/26	Deposit - Thank You	576.22
07/26	Deposit - Thank You	581.20
07/26	Deposit - Thank You	582.20
07/26	Deposit - Thank You	585.13
07/26	Deposit - Thank You	590.86
07/26	Deposit - Thank You	602.32
07/26	Deposit - Thank You	615.35
07/26	Deposit - Thank You	618.00
07/26	Deposit - Thank You	625.21
07/26	Deposit - Thank You	626.95
07/26	Deposit - Thank You	655.15
07/26	Deposit - Thank You	662.03
07/26	Deposit - Thank You	671.95
07/26	Deposit - Thank You	675.21
07/26	Deposit - Thank You	679.75
07/26	Deposit - Thank You	691.59
07/26	Deposit - Thank You	706.37
07/26	Deposit - Thank You	709.30

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07/26	Deposit - Thank You	726.04
07/26	Deposit - Thank You	731.23
07/26	Deposit - Thank You	731.75
07/26	Deposit - Thank You	755.25
07/26	Deposit - Thank You	756.41
07/26	Deposit - Thank You	762.51
07/26	Deposit - Thank You	777.53
07/26	Deposit - Thank You	782.18
07/26	Deposit - Thank You	785.15
07/26	Deposit - Thank You	797.54
07/26	Deposit - Thank You	805.86
07/26	Deposit - Thank You	814.47
07/26	Deposit - Thank You	829.05
07/26	Deposit - Thank You	830.77
07/26	Deposit - Thank You	836.00
07/26	Deposit - Thank You	836.72
07/26	Deposit - Thank You	862.87
07/26	Deposit - Thank You	872.99
07/26	Deposit - Thank You	873.00
07/26	Deposit - Thank You	904.02
07/26	Deposit - Thank You	906.92
07/26	Deposit - Thank You	944.11
07/26	Deposit - Thank You	956.35
07/26	Deposit - Thank You	959.45
07/26	Deposit - Thank You	962.21
07/26	Deposit - Thank You	990.24
07/26	Deposit - Thank You	1,015.86
07/26	Deposit - Thank You	1,057.06
07/26	Deposit - Thank You	1,059.98
07/26	Deposit - Thank You	1,129.57
07/26	Deposit - Thank You	1,151.21
07/26	Deposit - Thank You	1,157.63
07/26	Deposit - Thank You	1,182.90
07/26	Deposit - Thank You	1,182.90
07/26	Deposit - Thank You	1,199.37
07/26	Deposit - Thank You	1,222.57
07/26	Deposit - Thank You	1,236.96
07/26	Deposit - Thank You	1,274.90
07/26	Deposit - Thank You	1,281.90
07/26	Deposit - Thank You	1,284.40
07/26	Deposit - Thank You	1,287.90
07/26	Deposit - Thank You	1,365.88
07/26	Deposit - Thank You	1,417.86
07/26	Deposit - Thank You	1,426.61
07/26	Deposit - Thank You	1,454.61
07/26	Deposit - Thank You	1,475.70
07/26	Deposit - Thank You	1,502.26
07/26	Deposit - Thank You	1,508.38
07/26	Deposit - Thank You	1,573.45
07/26	Deposit - Thank You	1,588.39
07/26	Deposit - Thank You	1,752.97

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07/26	Uber USA	Edi Paymnt Anthony's Pizz 306996199	1,763.87
07/26	Deposit - Thank You		1,778.90
07/26	Deposit - Thank You		1,787.93
07/26	Deposit - Thank You		2,181.71
07/26	Deposit - Thank You		2,256.65
07/26	Regions Bank	Acct Trans 201394718 Kmay	145,000.00
07/26	Regions Bank	Acct Trans 201394718 Kmay	190,000.00
07/27	Deposit - Thank You		88.48
07/27	Deposit - Thank You		100.28
07/27	Deposit - Thank You		122.38
07/27	Deposit - Thank You		131.13
07/27	Deposit - Thank You		143.76
07/27	Deposit - Thank You		150.49
07/27	Deposit - Thank You		164.32
07/27	Deposit - Thank You		166.58
07/27	Deposit - Thank You		185.32
07/27	Deposit - Thank You		224.84
07/27	Deposit - Thank You		231.45
07/27	Deposit - Thank You		232.04
07/27	Deposit - Thank You		241.34
07/27	Deposit - Thank You		289.41
07/27	Deposit - Thank You		296.77
07/27	Deposit - Thank You		298.65
07/27	Deposit - Thank You		309.33
07/27	Deposit - Thank You		324.02
07/27	Deposit - Thank You		343.57
07/27	Deposit - Thank You		349.79
07/27	Deposit - Thank You		354.92
07/27	Deposit - Thank You		371.00
07/27	Deposit - Thank You		407.75
07/27	Deposit - Thank You		439.74
07/27	Deposit - Thank You		441.50
07/27	Deposit - Thank You		446.12
07/27	Deposit - Thank You		456.98
07/27	Deposit - Thank You		463.90
07/27	Deposit - Thank You		475.41
07/27	Deposit - Thank You		476.48
07/27	Deposit - Thank You		492.63
07/27	Deposit - Thank You		513.70
07/27	Deposit - Thank You		524.96
07/27	Deposit - Thank You		525.74
07/27	Deposit - Thank You		552.54
07/27	Deposit - Thank You		570.93
07/27	Deposit - Thank You		574.55
07/27	Deposit - Thank You		579.17
07/27	Deposit - Thank You		591.29
07/27	Deposit - Thank You		599.99
07/27	Deposit - Thank You		604.71
07/27	Deposit - Thank You		660.59
07/27	Deposit - Thank You		713.75

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07/27	Deposit - Thank You	714.85
07/27	Deposit - Thank You	718.83
07/27	Deposit - Thank You	730.07
07/27	Deposit - Thank You	737.77
07/27	Deposit - Thank You	750.31
07/27	Deposit - Thank You	783.37
07/27	Deposit - Thank You	791.00
07/27	Deposit - Thank You	807.27
07/27	Deposit - Thank You	828.00
07/27	Deposit - Thank You	895.96
07/27	Deposit - Thank You	925.03
07/27	Deposit - Thank You	946.08
07/27	Deposit - Thank You	985.83
07/27	Deposit - Thank You	986.36
07/27	Deposit - Thank You	1,005.22
07/27	Deposit - Thank You	1,005.52
07/27	Deposit - Thank You	1,016.71
07/27	Deposit - Thank You	1,043.14
07/27	Deposit - Thank You	1,044.89
07/27	Deposit - Thank You	1,046.11
07/27	Deposit - Thank You	1,058.47
07/27	Deposit - Thank You	1,064.44
07/27	Deposit - Thank You	1,070.49
07/27	Deposit - Thank You	1,144.00
07/27	Deposit - Thank You	1,152.67
07/27	Deposit - Thank You	1,210.16
07/27	Deposit - Thank You	1,217.22
07/27	Deposit - Thank You	1,220.37
07/27	Deposit - Thank You	1,258.85
07/27	Deposit - Thank You	1,339.61
07/27	Deposit - Thank You	1,361.37
07/27	Deposit - Thank You	1,364.81
07/27	Deposit - Thank You	1,389.96
07/27	Deposit - Thank You	1,453.31
07/27	Deposit - Thank You	1,472.47
07/27	Deposit - Thank You	1,481.78
07/27	Deposit - Thank You	1,553.09
07/27	Deposit - Thank You	1,616.70
07/27	Deposit - Thank You	1,620.46
07/27	Deposit - Thank You	1,632.07
07/27	Deposit - Thank You	1,674.97
07/27	Deposit - Thank You	1,751.78
07/27	Deposit - Thank You	1,786.63
07/27	Deposit - Thank You	1,792.83
07/27	Deposit - Thank You	1,793.67
07/27	Deposit - Thank You	1,926.98
07/27	Deposit - Thank You	1,956.02
07/27	Deposit - Thank You	2,009.98
07/27	Deposit - Thank You	2,194.20
07/27	Deposit - Thank You	2,339.00

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07/27	Deposit - Thank You		2,356.45
07/27	Deposit - Thank You		2,385.17
07/27	Deposit - Thank You		2,419.25
07/27	Regions Bank Acct Trans 201394718	Kmay	2,500.00
07/27	Deposit - Thank You		2,509.54
07/27	Deposit - Thank You		2,728.54
07/27	Regions Bank Acct Trans 201394718	Kmay	7,500.00
07/27	Regions Bank Acct Trans 201394718	Kmay	60,000.00
07/27	Regions Bank Acct Trans 201394718	Kmay	195,000.00
07/27	Adv From Cr Line 2580311988		121,763.64
07/28	Deposit - Thank You		5.00
07/28	Deposit - Thank You		10.00
07/28	Deposit - Thank You		10.00
07/28	Deposit - Thank You		11.00
07/28	Regions Bank Credit lbs 0189831		183.35
07/28	Deposit - Thank You		476.90
07/28	Deposit - Thank You		481.52
07/28	Deposit - Thank You		484.31
07/28	Deposit - Thank You		492.62
07/28	Deposit - Thank You		527.10
07/28	Deposit - Thank You		569.56
07/28	Deposit - Thank You		626.84
07/28	Deposit - Thank You		648.91
07/28	Deposit - Thank You		680.05
07/28	Deposit - Thank You		755.85
07/28	Deposit - Thank You		876.17
07/28	Deposit - Thank You		930.68
07/28	Deposit - Thank You		1,050.67
07/28	Deposit - Thank You		1,055.54
07/28	Deposit - Thank You		1,351.64
07/28	Deposit - Thank You		1,397.34
07/28	Deposit - Thank You		1,466.27
07/28	Deposit - Thank You		1,477.25
07/28	Deposit - Thank You		1,509.75
07/28	Deposit - Thank You		1,722.63
07/28	Deposit - Thank You		2,030.81
07/28	Deposit - Thank You		2,030.88
07/28	Regions Bank Acct Trans 201394718	Kmay	45,000.00
07/28	Regions Bank Acct Trans 201394718	Kmay	240,000.00
07/28	Adv From Cr Line 2580311988		84,794.82
07/31	Account Correction		1.00
07/31	Deposit - Thank You		1.11
07/31	Deposit - Thank You		1.38
07/31	Deposit - Thank You		16.76
07/31	Deposit - Thank You		16.77
07/31	Deposit - Thank You		36.88
07/31	Deposit - Thank You		40.68
07/31	Deposit - Thank You		58.13
07/31	Deposit - Thank You		71.62
07/31	Deposit - Thank You		71.72

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07/31	Deposit - Thank You	86.27
07/31	Deposit - Thank You	88.61
07/31	Deposit - Thank You	90.63
07/31	Deposit - Thank You	105.00
07/31	Deposit - Thank You	113.14
07/31	Deposit - Thank You	128.36
07/31	Deposit - Thank You	134.77
07/31	Deposit - Thank You	140.99
07/31	Deposit - Thank You	141.35
07/31	Deposit - Thank You	147.75
07/31	Deposit - Thank You	165.75
07/31	Deposit - Thank You	169.15
07/31	Deposit - Thank You	190.36
07/31	Deposit - Thank You	195.16
07/31	Deposit - Thank You	200.96
07/31	Deposit - Thank You	202.11
07/31	Deposit - Thank You	213.88
07/31	Deposit - Thank You	215.34
07/31	Deposit - Thank You	230.04
07/31	Deposit - Thank You	260.85
07/31	Deposit - Thank You	267.43
07/31	Deposit - Thank You	269.62
07/31	Deposit - Thank You	270.69
07/31	Deposit - Thank You	274.17
07/31	Deposit - Thank You	284.93
07/31	Deposit - Thank You	287.81
07/31	Deposit - Thank You	295.16
07/31	Deposit - Thank You	302.26
07/31	Deposit - Thank You	302.84
07/31	Deposit - Thank You	318.20
07/31	Deposit - Thank You	332.27
07/31	Deposit - Thank You	343.39
07/31	Deposit - Thank You	343.42
07/31	Deposit - Thank You	345.23
07/31	Deposit - Thank You	348.82
07/31	Deposit - Thank You	351.38
07/31	Deposit - Thank You	373.61
07/31	Deposit - Thank You	390.22
07/31	Deposit - Thank You	398.06
07/31	Deposit - Thank You	411.00
07/31	Deposit - Thank You	431.04
07/31	Deposit - Thank You	438.09
07/31	Deposit - Thank You	440.20
07/31	Deposit - Thank You	451.81
07/31	Deposit - Thank You	465.30
07/31	Deposit - Thank You	467.14
07/31	Deposit - Thank You	469.48
07/31	Deposit - Thank You	470.04
07/31	Deposit - Thank You	505.68
07/31	Deposit - Thank You	510.33

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07/31	Deposit - Thank You	511.51
07/31	Deposit - Thank You	518.63
07/31	Deposit - Thank You	519.80
07/31	Deposit - Thank You	546.19
07/31	Deposit - Thank You	571.80
07/31	Deposit - Thank You	582.76
07/31	Deposit - Thank You	621.20
07/31	Deposit - Thank You	649.44
07/31	Deposit - Thank You	658.24
07/31	Deposit - Thank You	681.61
07/31	Deposit - Thank You	681.78
07/31	Deposit - Thank You	694.64
07/31	Deposit - Thank You	705.16
07/31	Deposit - Thank You	759.11
07/31	Deposit - Thank You	805.99
07/31	Deposit - Thank You	933.39
07/31	Deposit - Thank You	951.18
07/31	Deposit - Thank You	1,061.58
07/31	Deposit - Thank You	1,269.86
07/31	Deposit - Thank You	1,566.72
07/31	Deposit - Thank You	1,691.19
07/31	Deposit - Thank You	1,711.73
07/31	Regions Bank Acct Trans 201394718 Kmay	175,000.00
07/31	Regions Bank Acct Trans 201394718 Kmay	980,000.00
Total Deposits & Credits		\$15,582,995.42

WITHDRAWALS

07/05	Authnet Gateway Billing Anthony's Pizz 97431000	20.00
07/05	Discoverybenefit Claim Fund Anthony's Coal 23705454066305	50.00
07/05	Manhattan Beer D Fintecheft Anthony's Coal 20-1394718	116.00
07/05	August A Busch C Fintecheft Anthony's Coal 20-1394718	144.85
07/05	Cavaller Spirits Fintecheft Anthony's Coal 20-1394718	205.98
07/05	Pepin Distributi Fintecheft Anthony's Coal 20-1394718	212.65
07/05	Goettler Distrib Fintecheft Anthony's Coal 20-1394718	365.55
07/05	Jj Taylor Distri Fintecheft Anthony's Coal 20-1394718	386.60
07/05	Eagle Brands, In Fintecheft Anthony's Coal 20-1394718	396.10
07/05	Kramer Beverage Fintecheft Anthony's Coal 20-1394718	538.05
07/05	Brown Distributi Fintecheft Anthony's Coal 20-1394718	803.97
07/05	Empire Merchants Fintecheft Anthony's Coal 20-1394718	816.16
07/05	Gold Coast Bever Fintecheft Anthony's Coal 20-1394718	1,186.10
07/05	Boening Brothers Fintecheft Anthony's Coal 20-1394718	2,003.49
07/05	Allied Beverage Fintecheft Anthony's Coal 20-1394718	2,246.93
07/06	Wire Transfer Thomas William	141,749.24
07/06	Frankcrum Payroll Anthonys Coal 60968	3.00
07/06	Frankcrum Payroll Anthonys Coal 61015	3.00
07/06	Frankcrum Payroll Anthonys Coal 11362	6.00
07/06	Frankcrum Payroll Anthonys Coal A0F83	6.00

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07/06	Frankcrum	Payroll Anthonys Coal Aa263	9.00
07/06	Frankcrum	Payroll Anthonys Coal A0E21	9.00
07/06	Jj Taylor Distri	Fintecheft Anthony's Coal 20-1394718	64.60
07/06	Penn Beer Sales	Fintecheft Anthony's Coal 20-1394718	103.63
07/06	Brown Distributi	Fintecheft Anthony's Coal 20-1394718	123.00
07/06	Cavalier Spirits	Fintecheft Anthony's Coal 20-1394718	147.98
07/06	R & R Marketing,	Fintecheft Anthony's Coal 20-1394718	209.02
07/06	Atlantic Importi	Fintecheft Anthony's Coal 20-1394718	230.00
07/06	Eagle Brands, In	Fintecheft Anthony's Coal 20-1394718	235.10
07/06	Peerless Beverag	Fintecheft Anthony's Coal 20-1394718	254.50
07/06	Florida Distribu	Fintecheft Anthony's Coal 20-1394718	441.00
07/06	Kramer Beverage	Fintecheft Anthony's Coal 20-1394718	473.60
07/06	Muller, Inc	Fintecheft Anthony's Coal 20-1394718	535.97
07/06	American Bd Comp	Fintecheft Anthony's Coal 20-1394718	601.12
07/06	Origlio Beverage	Fintecheft Anthony's Coal 20-1394718	621.41
07/06	Double Eagle Dis	Fintecheft Anthony's Coal 20-1394718	936.35
07/06	Gold Coast Bever	Fintecheft Anthony's Coal 20-1394718	975.50
07/06	Hunterdon Brewin	Fintecheft Anthony's Coal 20-1394718	991.00
07/06	Empire Merchants	Fintecheft Anthony's Coal 20-1394718	1,085.30
07/06	Gold Coast Bever	Fintecheft Anthony's Coal 20-1394718	1,274.00
07/06	Southern Glazer'	Fintecheft Anthony's Coal 20-1394718	1,291.86
07/06	Southern Glazer'	Fintecheft Anthony's Coal 20-1394718	3,942.58
07/06	Fedway Associate	Fintecheft Anthony's Coal 20-1394718	5,213.90
07/06	Frankcrum	Payroll Anthonys Coal 60053	9,522.16
07/06	Frankcrum	Payroll Anthonys Coal 61093	9,948.60
07/06	Frankcrum	Payroll Anthonys Coal 61152	10,096.14
07/06	Frankcrum	Payroll Anthonys Coal 61594	10,150.52
07/06	Frankcrum	Payroll Anthonys Sport 31233	11,267.09
07/06	Frankcrum	Payroll Anthonys Coal 60044	11,845.06
07/06	Frankcrum	Payroll Anthonys Coal 60379	12,141.36
07/06	Frankcrum	Payroll Anthonys Coal 31843	13,554.93
07/06	Frankcrum	Payroll Anthonys Coal 90159	14,633.87
07/06	Frankcrum	Payroll Anthonys Coal 31687	14,766.97
07/06	Frankcrum	Payroll Anthonys Coal 50150	14,864.13
07/06	Frankcrum	Payroll Anthonys Coal 31818	15,189.32
07/06	Frankcrum	Payroll Anthonys Coalif 31301	15,274.94
07/06	Frankcrum	Payroll Anthonys Coal 11699	15,408.65
07/06	Frankcrum	Payroll Anthonys Coal 90327	15,425.72
07/06	Frankcrum	Payroll Anthonys Coal 61521	15,676.39
07/06	Frankcrum	Payroll Anthonys Coal 31745	15,877.33
07/06	Frankcrum	Payroll Anthonys Coal A0H27	16,057.30
07/06	Frankcrum	Payroll Anthonys Coal 90211	16,786.52
07/06	Frankcrum	Payroll Anthonys Coal 90289	16,972.64
07/06	Frankcrum	Payroll Anthonys Coal 80708	17,100.69
07/06	Frankcrum	Payroll Anthonys Coal 61244	17,281.26
07/06	Frankcrum	Payroll Anthonys Coal 31846	17,416.24
07/06	Frankcrum	Payroll Anthonys Coal A0G98	17,514.88
07/06	Frankcrum	Payroll Anthonys Coal 60835	17,965.26
07/06	Frankcrum	Payroll Anthonys Coal 31733	18,178.88
07/06	Frankcrum	Payroll Anthonys Coal 11592	18,329.58

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07/06	Frankcrum	Payroll Anthonys Coal	60163	18,541.22
07/06	Frankcrum	Payroll Anthonys Coal	31216	18,779.79
07/06	Frankcrum	Payroll Anthonys Coal	61355	18,863.24
07/06	Frankcrum	Payroll Anthonys Coal	11550	18,944.04
07/06	Frankcrum	Payroll Anthonys Coal	90549	19,479.52
07/06	Frankcrum	Payroll Anthonys Coal	61260	19,691.98
07/06	Frankcrum	Payroll Anthonys Coal	80814	20,048.12
07/06	Frankcrum	Payroll Anthonys Coal	A0D21	20,236.13
07/06	Frankcrum	Payroll Anthonys Coal	61578	20,254.05
07/06	Frankcrum	Payroll Anthonys Coal	90153	20,561.66
07/06	Frankcrum	Payroll Anthonys Coal	31371	20,597.94
07/06	Frankcrum	Payroll Anthonys Coal	90186	20,792.87
07/06	Frankcrum	Payroll Anthonys Coal	61184	20,981.95
07/06	Frankcrum	Payroll Anthonys Coal	11593	21,339.82
07/06	Frankcrum	Payroll Anthonys Coal	A0F34	21,743.77
07/06	Frankcrum	Payroll Anthonys Coal	60534	21,794.53
07/06	Frankcrum	Payroll Anthonys Coal	31173	21,864.89
07/06	Frankcrum	Payroll Anthonys Coal	60455	21,936.46
07/06	Frankcrum	Payroll Anthonys Coal	11447	22,250.65
07/06	Frankcrum	Payroll Anthonys Coal	31232	22,770.81
07/06	Frankcrum	Payroll Anthonys Coal	11685	22,781.68
07/06	Frankcrum	Payroll Anthonys Coal	31229	22,966.11
07/06	Frankcrum	Payroll Anthonys Coal	31231	23,555.20
07/06	Frankcrum	Payroll Anthonys Coal	31230	26,907.97
07/06	Frankcrum	Payroll Anthonys Coal	31508	29,129.92
07/06	Frankcrum	Payroll Anthonys Pizza	11195	52,463.50
07/06	Frankcrum	Payroll Anthonys Pizza	A0E46	97,065.91
07/06	Frankcrum	Payroll Anthonys Pizza	60050	144,038.16
07/06	Frankcrum	Payroll Anthonys Pizza	31227	325,670.74
07/07	Oak Beverages	In Fintecheft Anthony's Coal	20-1394718	41.00
07/07	Wayne Densch - S	Fintecheft Anthony's Coal	20-1394718	64.25
07/07	American Bd Comp	Fintecheft Anthony's Coal	20-1394718	108.00
07/07	Craft Brewers Gu	Fintecheft Anthony's Coal	20-1394718	114.00
07/07	Stephens Distrib	Fintecheft Anthony's Coal	20-1394718	146.00
07/07	Eagle Brands, In	Fintecheft Anthony's Coal	20-1394718	236.10
07/07	Southern Eagle D	Fintecheft Anthony's Coal	20-1394718	244.50
07/07	Penn Beer Sales	Fintecheft Anthony's Coal	20-1394718	282.61
07/07	Frankcrum	Payroll Anthonys Coal	31232	421.36
07/07	Boening Brothers	Fintecheft Anthony's Coal	20-1394718	445.64
07/07	Gold Coast Bever	Fintecheft Anthony's Coal	20-1394718	621.30
07/07	Pepin Distributi	Fintecheft Anthony's Coal	20-1394718	623.35
07/07	Muller, Inc	Fintecheft Anthony's Coal	20-1394718	822.98
07/07	Frankcrum	Payroll Anthonys Coal	61709	904.37
07/07	R & R Marketing,	Fintecheft Anthony's Coal	20-1394718	1,103.73
07/07	Manhattan Beer D	Fintecheft Anthony's Coal	20-1394718	1,126.32
07/07	Brown Distributi	Fintecheft Anthony's Coal	20-1394718	1,230.65
07/07	Fedway Associate	Fintecheft Anthony's Coal	20-1394718	1,237.36
07/07	Origlio Beverage	Fintecheft Anthony's Coal	20-1394718	1,796.88
07/07	Frankcrum	Payroll Anthonys Sport	31233	9,745.37
07/07	Frankcrum	Payroll Anthonys Coal	61015	11,041.72

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07/07	Frankcrum	Payroll Anthonys Coal	60968	11,333.80
07/07	Frankcrum	Payroll Anthonys Coal	A0F83	15,608.85
07/07	Frankcrum	Payroll Anthonys Coal	Aa263	16,698.77
07/07	Frankcrum	Payroll Anthonys Coal	A0H11	17,063.33
07/07	Frankcrum	Payroll Anthonys Coal	A0F45	17,092.15
07/07	Frankcrum	Payroll Anthonys Coal	11362	18,032.39
07/07	Frankcrum	Payroll Anthonys Coal	A0E21	19,210.92
07/07	Frankcrum	Payroll Anthonys Coal	Aa243	20,198.26
07/07	Frankcrum	Payroll Anthonys Coal	A0D55	21,379.27
07/07	Harland Clarke	Chk Orders ?(1018)?anthon		57.96
07/07	Harland Clarke	Chk Orders ?(1018)?anthon		61.73
07/07	Harland Clarke	Chk Orders ?(1071)?anthon		64.43
07/07	Harland Clarke	Chk Orders ?(1048)?anthon		65.49
07/10		Pay to Cr Line 2580311988		987,424.07
07/10	Brown Distributi	Fintecheft Anthony's Coal	20-1394718	9.00
07/10	S.K.I. Wholesale	Fintecheft Anthony's Coal	20-1394718	9.99
07/10	Jj Taylor Distri	Fintecheft Anthony's Coal	20-1394718	49.60
07/10	Berkshire Brewin	Fintecheft Anthony's Coal	20-1394718	59.00
07/10	Republic Nationa	Fintecheft Anthony's Coal	20-1394718	140.00
07/10	High Grade Bever	Fintecheft Anthony's Coal	20-1394718	168.00
07/10	Stephens Distrib	Fintecheft Anthony's Coal	20-1394718	219.00
07/10	Kramer Beverage	Fintecheft Anthony's Coal	20-1394718	273.50
07/10	Eagle Brands, In	Fintecheft Anthony's Coal	20-1394718	279.65
07/10	August A Busch C	Fintecheft Anthony's Coal	20-1394718	286.55
07/10	Boening Brothers	Fintecheft Anthony's Coal	20-1394718	419.63
07/10	Gold Coast Bever	Fintecheft Anthony's Coal	20-1394718	473.00
07/10	Premier Beverage	Fintecheft Anthony's Coal	20-1394718	516.34
07/10	Manhattan Beer D	Fintecheft Anthony's Coal	20-1394718	522.24
07/10	Empire Merchants	Fintecheft Anthony's Coal	20-1394718	598.81
07/10	Frankcrum	Payroll Anthonys Coal	60455	742.79
07/10	Southern Glazer'	Fintecheft Anthony's Coal	20-1394718	833.79
07/10	R & R Marketing,	Fintecheft Anthony's Coal	20-1394718	920.72
07/10	American Bd Comp	Fintecheft Anthony's Coal	20-1394718	946.15
07/10	Burke Distributi	Fintecheft Anthony's Coal	20-1394718	1,253.40
07/10	Gold Coast Bever	Fintecheft Anthony's Coal	20-1394718	2,264.50
07/10	Republic Nationa	Fintecheft Anthony's Coal	20-1394718	3,334.74
07/10	Fedway Associate	Fintecheft Anthony's Coal	20-1394718	4,162.67
07/10	Southern Glazer'	Fintecheft Anthony's Coal	20-1394718	13,089.48
07/11	S.K.I. Wholesale	Fintecheft Anthony's Coal	20-1394718	29.99
07/11	Hunterdon Brewin	Fintecheft Anthony's Coal	20-1394718	68.00
07/11	Peerless Beverag	Fintecheft Anthony's Coal	20-1394718	82.50
07/11	Discoverybenefit	Plan Fund Anthony's Coal	171913A77E7Fa	124.13
07/11	Manhattan Beer D	Fintecheft Anthony's Coal	20-1394718	155.98
07/11	August A Busch C	Fintecheft Anthony's Coal	20-1394718	191.90
07/11	Eagle Brands, In	Fintecheft Anthony's Coal	20-1394718	319.68
07/11	Goettler Distrib	Fintecheft Anthony's Coal	20-1394718	365.55
07/11	Jj Taylor Distri	Fintecheft Anthony's Coal	20-1394718	383.40
07/11	Frankcrum	Payroll Anthonys Coal	61184	515.76
07/11	Gold Coast Bever	Fintecheft Anthony's Coal	20-1394718	560.00
07/11	Frankcrum	Payroll Anthonys Coal	90289	618.35

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07/11	Brown Distributi Fintech Anthony's Coal 20-1394718	1,788.75
07/11	Stephens Distrib Fintech Anthony's Coal 20-1394718	2,005.90
07/11	Allied Beverage Fintech Anthony's Coal 20-1394718	3,199.79
07/11	fintech.net Fintech Anthony s Coal 20-1394718	3,716.00
07/11	Account Correction	0.20
07/12	Wire Transfer Regions Bank	16,465.06
07/12	Wire Transfer Regions Bank	1,923.80
07/12	Pay to Cr Line 2580311988	271,200.54
07/12	Bank Debit	10.00
07/12	Bank Debit	20.00
07/12	Bank Debit	20.00
07/12	Bank Debit	25.00
07/12	Bank Debit	100.00
07/12	Bank Debit	378.21
07/12	Peerless Beverag Fintech Anthony's Coal 20-1394718	22.50
07/12	Manhattan Beer D Fintech Anthony's Coal 20-1394718	224.18
07/12	Hunterdon Brewin Fintech Anthony's Coal 20-1394718	234.00
07/12	Frankcrum Payroll Anthonys Coal Aa243	409.76
07/12	Gold Coast Bever Fintech Anthony's Coal 20-1394718	558.30
07/12	Florida Distribu Fintech Anthony's Coal 20-1394718	766.30
07/12	Boening Brothers Fintech Anthony's Coal 20-1394718	910.14
07/12	Kramer Beverage Fintech Anthony's Coal 20-1394718	921.50
07/12	Peerless Beverag Fintech Anthony's Coal 20-1394718	1,091.10
07/13	Pay to Cr Line 2580311988	186,088.82
07/13	Bank Debit	1.00
07/13	Stephens Distrib Fintech Anthony's Coal 20-1394718	148.35
07/13	Eagle Brands, In Fintech Anthony's Coal 20-1394718	154.55
07/13	Empire Merchants Fintech Anthony's Coal 20-1394718	160.04
07/13	City Beverages - Fintech Anthony's Coal 20-1394718	202.15
07/13	Double Eagle Dis Fintech Anthony's Coal 20-1394718	207.30
07/13	S.K.I. Wholesale Fintech Anthony's Coal 20-1394718	229.99
07/13	Craft Brewers Gu Fintech Anthony's Coal 20-1394718	297.00
07/13	Muller, Inc Fintech Anthony's Coal 20-1394718	332.78
07/13	Frankcrum Payroll Anthonys Coal 31216	364.90
07/13	R & R Marketing, Fintech Anthony's Coal 20-1394718	398.02
07/13	American Bd Comp Fintech Anthony's Coal 20-1394718	402.91
07/13	Pepin Distributi Fintech Anthony's Coal 20-1394718	405.95
07/13	Gold Coast Bever Fintech Anthony's Coal 20-1394718	411.20
07/13	Manhattan Beer D Fintech Anthony's Coal 20-1394718	423.95
07/13	Brown Distributi Fintech Anthony's Coal 20-1394718	504.00
07/13	Boening Brothers Fintech Anthony's Coal 20-1394718	981.63
07/13	Brown Distributi Fintech Anthony's Coal 20-1394718	1,053.75
07/13	Origlio Beverage Fintech Anthony's Coal 20-1394718	1,145.73
07/13	Gold Coast Bever Fintech Anthony's Coal 20-1394718	1,190.40
07/13	Southern Glazer' Fintech Anthony's Coal 20-1394718	1,267.89
07/13	Southern Glazer' Fintech Anthony's Coal 20-1394718	2,337.55
07/13	Frankcrum Payroll Anthonys Coal 61709	2,616.53
07/13	Fedway Associate Fintech Anthony's Coal 20-1394718	3,860.31
07/13	Frankcrum Payroll Anthonys Coal 60053	9,628.16
07/13	Frankcrum Payroll Anthonys Coal 61093	10,315.10

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07/13	Frankcrum	Payroll Anthonys Coal	61594	11,300.55
07/13	Frankcrum	Payroll Anthonys Coal	61152	11,389.81
07/13	Frankcrum	Payroll Anthonys Coal	60968	11,961.17
07/13	Frankcrum	Payroll Anthonys Coal	60379	12,203.49
07/13	Frankcrum	Payroll Anthonys Coal	60044	12,592.35
07/13	Frankcrum	Payroll Anthonys Coal	61015	12,864.38
07/13	Frankcrum	Payroll Anthonys Coal	11699	15,923.98
07/14	Pay to Cr Line	2580311988		57,659.12
07/14	Bank Debit			3.00
07/14	Boening Brothers Fintecheft	Anthony's Coal 20-1394718		1.99
07/14	Kramer Beverage Fintecheft	Anthony's Coal 20-1394718		14.00
07/14	Cavaller Spirits Fintecheft	Anthony's Coal 20-1394718		67.98
07/14	Stephens Distrib Fintecheft	Anthony's Coal 20-1394718		84.00
07/14	Double Eagle Dis Fintecheft	Anthony's Coal 20-1394718		119.00
07/14	Wayne Densch - S Fintecheft	Anthony's Coal 20-1394718		129.85
07/14	Anheuser-Busch S Fintecheft	Anthony's Coal 20-1394718		134.25
07/14	Republic Nationa Fintecheft	Anthony's Coal 20-1394718		150.30
07/14	Eagle Brands, In Fintecheft	Anthony's Coal 20-1394718		182.65
07/14	Goettler Distrib Fintecheft	Anthony's Coal 20-1394718		188.79
07/14	Atlantic Importi Fintecheft	Anthony's Coal 20-1394718		223.00
07/14	Peerless Beverag Fintecheft	Anthony's Coal 20-1394718		247.50
07/14	Warren Distribut Fintecheft	Anthony's Coal 20-1394718		263.55
07/14	Penn Beer Sales Fintecheft	Anthony's Coal 20-1394718		377.32
07/14	Hunterdon Brewin Fintecheft	Anthony's Coal 20-1394718		410.00
07/14	R & R Marketing, Fintecheft	Anthony's Coal 20-1394718		468.48
07/14	Discoverybenefit Claim Fund	Anthony's Coal 23705454066305		470.34
07/14	Muller, Inc Fintecheft	Anthony's Coal 20-1394718		599.54
07/14	Great Bay Distri Fintecheft	Anthony's Coal 20-1394718		671.95
07/14	Fedway Associate Fintecheft	Anthony's Coal 20-1394718		755.49
07/14	Brown Distributi Fintecheft	Anthony's Coal 20-1394718		919.10
07/14	Origlio Beverage Fintecheft	Anthony's Coal 20-1394718		1,083.13
07/14	Gold Coast Bever Fintecheft	Anthony's Coal 20-1394718		1,168.50
07/14	Manhattan Beer D Fintecheft	Anthony's Coal 20-1394718		1,538.04
07/14	Harland Clarke Chk Orders	?(1066)?anthon		63.91
07/14	Harland Clarke Chk Orders	?(1065)?anthon		63.91
07/14	Harland Clarke Chk Orders	?(1055)?anthon		65.49
07/17	Pay to Cr Line	2580311988		385,891.82
07/17	D. Bertoline & S Fintecheft	Anthony's Coal 20-1394718		46.55
07/17	Berkshire Brewin Fintecheft	Anthony's Coal 20-1394718		59.00
07/17	Manhattan Beer D Fintecheft	Anthony's Coal 20-1394718		61.30
07/17	Oak Beverages In Fintecheft	Anthony's Coal 20-1394718		117.99
07/17	August A Busch C Fintecheft	Anthony's Coal 20-1394718		130.50
07/17	Eagle Brands, In Fintecheft	Anthony's Coal 20-1394718		131.65
07/17	High Grade Bever Fintecheft	Anthony's Coal 20-1394718		147.40
07/17	Southern Glazer' Fintecheft	Anthony's Coal 20-1394718		161.02
07/17	American Bd Comp Fintecheft	Anthony's Coal 20-1394718		227.98
07/17	Gold Coast Bever Fintecheft	Anthony's Coal 20-1394718		236.30
07/17	Republic Nationa Fintecheft	Anthony's Coal 20-1394718		263.40
07/17	R & R Marketing, Fintecheft	Anthony's Coal 20-1394718		405.16
07/17	Muller, Inc Fintecheft	Anthony's Coal 20-1394718		462.43

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07/17	Jj Taylor Distri Fintecheft Anthony's Coal 20-1394718	816.50
07/17	Empire Merchants Fintecheft Anthony's Coal 20-1394718	909.12
07/17	Brown Distributi Fintecheft Anthony's Coal 20-1394718	929.00
07/17	Florida Distribu Fintecheft Anthony's Coal 20-1394718	1,003.55
07/17	Kramer Beverage Fintecheft Anthony's Coal 20-1394718	1,026.95
07/17	Burke Distributi Fintecheft Anthony's Coal 20-1394718	1,483.00
07/17	State of RI Tax Pmt Anthony's Coal 000081288358200	2,502.01
07/17	Gold Coast Bever Fintecheft Anthony's Coal 20-1394718	3,519.50
07/17	Allegheny County ACH Anthonys Pizza 866-290-5400	3,796.35
07/17	Fedway Associate Fintecheft Anthony's Coal 20-1394718	3,933.49
07/17	Frankcrum Payroll Anthonys Pizza A0E46	8,259.95
07/17	Mdc Fin Tour Tax 3053755452 Anthonys Pizza 486499916	13,042.16
07/17	State of RI Tax Pmt Anthony's Coal 000081288358200	17,521.02
07/17	Southern Glazer' Fintecheft Anthony's Coal 20-1394718	20,648.97
07/17	Frankcrum Payroll Anthonys Pizza 11195	23,454.96
07/17	Frankcrum Payroll Anthonys Pizza 31227	84,646.00
07/17	Frankcrum Payroll Anthonys Pizza 60050	85,918.72
07/18	Wire Transfer Thomas William	121,518.65
07/18	Muller, Inc Fintecheft Anthony's Coal 20-1394718	96.78
07/18	Manhattan Beer D Fintecheft Anthony's Coal 20-1394718	110.99
07/18	August A Busch C Fintecheft Anthony's Coal 20-1394718	144.85
07/18	Penn Beer Sales Fintecheft Anthony's Coal 20-1394718	190.92
07/18	Hunterdon Brewin Fintecheft Anthony's Coal 20-1394718	201.00
07/18	Origlio Beverage Fintecheft Anthony's Coal 20-1394718	205.80
07/18	Manhattan Beer D Fintecheft Anthony's Coal 20-1394718	236.94
07/18	Cavalier Spirits Fintecheft Anthony's Coal 20-1394718	254.97
07/18	Jj Taylor Distri Fintecheft Anthony's Coal 20-1394718	318.80
07/18	Peerless Beverag Fintecheft Anthony's Coal 20-1394718	319.10
07/18	Pepin Distributi Fintecheft Anthony's Coal 20-1394718	322.65
07/18	S.K.I. Wholesale Fintecheft Anthony's Coal 20-1394718	324.96
07/18	Double Eagle Dis Fintecheft Anthony's Coal 20-1394718	361.45
07/18	Gold Coast Bever Fintecheft Anthony's Coal 20-1394718	425.90
07/18	Brown Distributi Fintecheft Anthony's Coal 20-1394718	1,341.85
07/18	Frankcrum Payroll Anthonys Pizza 11195	21,360.17
07/18	Frankcrum Payroll Anthonys Pizza 60050	85,128.36
07/18	Frankcrum Payroll Anthonys Pizza A0E46	88,443.81
07/18	Frankcrum Payroll Anthonys Pizza 31227	175,522.12
07/19	Pay to Cr Line 2580311988	58,806.74
07/19	Bank Debit	40.00
07/19	Bank Debit	459.67
07/19	American Bd Comp Fintecheft Anthony's Coal 20-1394718	109.08
07/19	Warren Distribut Fintecheft Anthony's Coal 20-1394718	115.50
07/19	Manhattan Beer D Fintecheft Anthony's Coal 20-1394718	151.15
07/19	Premier Beverage Fintecheft Anthony's Coal 20-1394718	222.00
07/19	S.K.I. Wholesale Fintecheft Anthony's Coal 20-1394718	356.00
07/19	Eagle Brands, In Fintecheft Anthony's Coal 20-1394718	405.40
07/19	Florida Distribu Fintecheft Anthony's Coal 20-1394718	437.00
07/19	Gold Coast Bever Fintecheft Anthony's Coal 20-1394718	680.30
07/20	Craft Brewers Gu Fintecheft Anthony's Coal 20-1394718	50.00
07/20	Manhattan Beer D Fintecheft Anthony's Coal 20-1394718	56.29

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07/20	Pepin Distributi Fintecheft Anthony's Coal 20-1394718	78.25
07/20	Discoverybenefit Claim Fund Anthony's Coal 23705454066305	116.00
07/20	Stephens Distrib Fintecheft Anthony's Coal 20-1394718	145.80
07/20	American Bd Comp Fintecheft Anthony's Coal 20-1394718	217.08
07/20	August A Busch C Fintecheft Anthony's Coal 20-1394718	254.60
07/20	Kramer Beverage Fintecheft Anthony's Coal 20-1394718	293.00
07/20	Hunterdon Brewin Fintecheft Anthony's Coal 20-1394718	307.00
07/20	Jj Taylor Distri Fintecheft Anthony's Coal 20-1394718	384.30
07/20	Muller, Inc Fintecheft Anthony's Coal 20-1394718	562.86
07/20	Brown Distributi Fintecheft Anthony's Coal 20-1394718	602.59
07/20	Gold Coast Bever Fintecheft Anthony's Coal 20-1394718	677.20
07/20	Southern Glazer' Fintecheft Anthony's Coal 20-1394718	677.52
07/20	Gold Coast Bever Fintecheft Anthony's Coal 20-1394718	852.50
07/20	Boening Brothers Fintecheft Anthony's Coal 20-1394718	1,175.64
07/20	Origlio Beverage Fintecheft Anthony's Coal 20-1394718	1,346.78
07/20	Commwlthofpa Int Pastsaletx 13170000035242 474123290	1,473.51
07/20	Southern Glazer' Fintecheft Anthony's Coal 20-1394718	1,534.67
07/20	DE Div of Rev DE Tax Regions Bank	2,062.00
07/20	DE Div of Rev DE Tax Regions Bank	2,394.00
07/20	Fedway Associate Fintecheft Anthony's Coal 20-1394718	2,833.19
07/20	Commwlthofpa Int Pastsaletx 13170000035243 460974651	3,399.26
07/20	Commwlthofpa Int Pastsaletx 13170000035249 473790206	3,539.70
07/20	Commwlthofpa Int Pastsaletx 13170000035244 461969327	3,546.83
07/20	Commwlthofpa Int Pastsaletx 13170000035243 460974651	3,624.98
07/20	Commwlthofpa Int Pastsaletx 13170000035247 462010365	3,800.42
07/20	Commwlthofpa Int Pastsaletx 13170000035246 461963000	4,039.70
07/20	Commwlthofpa Int Pastsaletx 13170000035250 473790206	4,103.04
07/20	Commwlthofpa Int Pastsaletx 13170000035247 462010365	4,119.92
07/20	Commwlthofpa Int Pastsaletx 13170000035246 461963000	4,149.93
07/20	Commwlthofpa Int Pastsaletx 13170000035244 461969327	4,152.68
07/20	Commwlthofpa Int Pastsaletx 13170000035248 271293655	4,197.24
07/20	Commwlthofpa Int Pastsaletx 13170000035245 270701366	4,463.79
07/20	Frankcrum Payroll Anthonys Coal 61709	4,588.48
07/20	Commwlthofpa Int Pastsaletx 13170000035250 274557328	4,620.81
07/20	Commwlthofpa Int Pastsaletx 13170000035245 270701366	4,734.30
07/20	Commwlthofpa Int Pastsaletx 13170000035248 271293655	4,947.68
07/20	Commwlthofpa Int Pastsaletx 13170000035252 274557334	5,072.09
07/20	Commwlthofpa Int Pastsaletx 13170000035251 274557328	5,503.35
07/20	Commwlthofpa Int Pastsaletx 13170000035252 274557334	5,972.15
07/20	Fla Dept Revenue C01 Anthony S Coal	7,788.66
07/20	Fla Dept Revenue C01 Anthony S Coal 000000015832080	7,802.08
07/20	Fla Dept Revenue C01 Anthony S Coal 000000016099236	8,108.45
07/20	Fla Dept Revenue C01 Anthonys Coal	8,162.54
07/20	NJ S&u Web Pmt Njweb55 Anthony's Coal 091000012168423	8,333.78
07/20	Fla Dept Revenue C01 Anthonys Coal 000000013660335	8,981.15
07/20	Fla Dept Revenue C01 Anthony S Coal 000000016732353	9,030.87
07/20	Fla Dept Revenue C01 Anthony S Coal	9,724.73
07/20	Fla Dept Revenue C01 Anthonys Coal 000000015197102	9,874.50
07/20	Frankcrum Payroll Anthonys Coal 60053	10,060.99
07/20	Frankcrum Payroll Anthonys Coal 61093	10,061.70

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07/20	Frankcrum Payroll Anthonys Coal 61594	10,164.48
07/20	Fla Dept Revenue C01 Anthony S Coal 000000015106470	10,203.79
07/20	Fla Dept Revenue C01 Anthonys Coal 000000013891642	10,411.74
07/20	Fla Dept Revenue C01 Anthony S Coal 000000016628344	10,413.53
07/20	Frankcrum Payroll Anthonys Coal 61152	10,606.44
07/20	Fla Dept Revenue C01 Anthony S Coal 000000016695991	10,801.39
07/20	Fla Dept Revenue C01 Anthony S Coal 000000013864075	10,994.51
07/20	Fla Dept Revenue C01 Anthony S Coal 000000015122126	11,000.62
07/20	Frankcrum Payroll Anthonys Coal 61015	11,002.70
07/20	Fla Dept Revenue C01 Anthonys Coal 000000014964160	11,168.89
07/20	Fla Dept Revenue C01 Anthonys Coal 000000013984808	11,180.58
07/20	Frankcrum Payroll Anthonys Coal 60968	11,333.71
07/20	Fla Dept Revenue C01 Anthony S Coal 000000015194185	11,339.21
07/20	Frankcrum Payroll Anthonys Coal 60379	11,586.28
07/20	NJ S&u Web Pmt Njweb55 Anthony's Coal 091000012179262	11,967.68
07/20	NJ S&u Web Pmt Njweb55 Anthony's Coal 091000012171787	12,091.75
07/20	Frankcrum Payroll Anthonys Coal 60044	12,227.03
07/20	Fla Dept Revenue C01 Anthony S Coal 000000015830693	12,518.05
07/20	NJ S&u Web Pmt Njweb55 Anthony's Coal 091000012167283	12,752.84
07/20	Nys Dtf Sales Tax Paymnt SW1707120624 000000021268438	12,909.21
07/20	Nys Dtf Sales Tax Paymnt SW1707120670 000000021268450	12,990.70
07/20	NJ S&u Web Pmt Njweb55 Anthony's Coal 091000012170823	12,997.28
07/20	Fla Dept Revenue C01 Anthonys Coal 000000013750124	13,238.19
07/20	NJ S&u Web Pmt Njweb55 Anthony's Coal 091000012169162	13,370.91
07/20	Fla Dept Revenue C01 Anthony S Coal	13,533.50
07/20	Frankcrum Payroll Anthonys Coal 31843	13,619.11
07/20	Fla Dept Revenue C01 Anthony S Coal 000000014963798	13,669.63
07/20	Fla Dept Revenue C01 Anthonys Coal 000000013891630	13,763.09
07/20	Frankcrum Payroll Anthonys Coal 31818	13,779.52
07/20	Nys Dtf Sales Tax Paymnt SW1707120633 000000021268441	13,814.84
07/20	Fla Dept Revenue C01 Anthony S Coal 000000013317177	13,977.42
07/20	Fla Dept Revenue C01 Anthonys Coal 000000013891792	13,982.73
07/20	Fla Dept Revenue C01 Anthony S Coal 000000014963950	14,844.21
07/20	Frankcrum Payroll Anthonys Coal A0F83	14,904.54
07/20	Frankcrum Payroll Anthonys Coal 90327	15,048.49
07/20	NJ S&u Web Pmt Njweb55 Anthony's Coal 091000012178077	15,492.54
07/20	Fla Dept Revenue C01 Anthonys Coal 000000012056592	15,505.61
07/20	Frankcrum Payroll Anthonys Coal 31846	15,534.20
07/20	Frankcrum Payroll Anthonys Coal 11699	15,592.73
07/20	Fla Dept Revenue C01 Anthonys Coal 000000013580096	15,614.96
07/20	Frankcrum Payroll Anthonys Coal 31745	15,634.01
07/20	Frankcrum Payroll Anthonys Coal 31301	15,643.09
07/20	NJ S&u Web Pmt Njweb55 Anthony's Coal 091000012172522	15,693.00
07/20	Nys Dtf Sales Tax Paymnt SW1707120598 000000021268430	15,697.34
07/20	Frankcrum Payroll Anthonys Coal 61521	15,725.16
07/20	Frankcrum Payroll Anthonys Coal 50150	16,014.41
07/20	Frankcrum Payroll Anthonys Coal A0H27	16,052.17
07/20	Nys Dtf Sales Tax Paymnt SW1707120655 000000021268446	16,091.66
07/20	Frankcrum Payroll Anthonys Coal 11362	16,233.33
07/20	Frankcrum Payroll Anthonys Coal 11592	16,758.93

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07/20	Frankcrum	Payroll Anthonys Coal 61244	16,762.44
07/20	NJ S&u Web Pmt	Njweb55 Anthony's Coal 091000012179310	16,993.09
07/20	Frankcrum	Payroll Anthonys Coal A0G98	17,077.55
07/20	Frankcrum	Payroll Anthonys Coal A0E21	17,377.84
07/20	Frankcrum	Payroll Anthonys Coal 90211	17,475.17
07/20	Frankcrum	Payroll Anthonys Coal 80708	17,626.61
07/20	Frankcrum	Payroll Anthonys Coal A0H11	17,650.55
07/20	Nys Dtf Sales	Tax Paymnt SW1707120613 000000021268435	17,680.73
07/20	Nys Dtf Sales	Tax Paymnt SW1707120606 000000021268432	17,750.45
07/20	Frankcrum	Payroll Anthonys Coal 31687	17,808.98
07/20	Frankcrum	Payroll Anthonys Coal A0F45	17,947.19
07/20	Frankcrum	Payroll Anthonys Coal 90159	17,993.20
07/20	Frankcrum	Payroll Anthonys Coal 31733	18,138.34
07/20	Frankcrum	Payroll Anthonys Coal Aa263	18,181.74
07/20	Frankcrum	Payroll Anthonys Coal 90289	18,244.22
07/20	Frankcrum	Payroll Anthonys Coal 60163	18,347.37
07/20	Frankcrum	Payroll Anthonys Coal 80814	18,530.48
07/20	Frankcrum	Payroll Anthonys Coal 61184	18,951.61
07/20	Frankcrum	Payroll Anthonys Coal 11550	18,981.65
07/20	Frankcrum	Payroll Anthonys Coal 61355	19,331.25
07/20	Frankcrum	Payroll Anthonys Coal 31371	19,423.59
07/20	Nys Dtf Sales	Tax Paymnt SW1707120681 000000021268455	19,631.05
07/20	Frankcrum	Payroll Anthonys Sport 31233	19,681.35
07/20	Frankcrum	Payroll Anthonys Coal 11685	19,808.58
07/20	Frankcrum	Payroll Anthonys Coal 61260	19,822.24
07/20	Frankcrum	Payroll Anthonys Coal 90186	19,885.87
07/20	Frankcrum	Payroll Anthonys Coal 60835	19,958.79
07/20	Frankcrum	Payroll Anthonys Coal 90549	19,988.06
07/20	Frankcrum	Payroll Anthonys Coal 11593	20,234.40
07/20	Frankcrum	Payroll Anthonys Coal 31216	20,616.64
07/20	Frankcrum	Payroll Anthonys Coal 90153	20,640.53
07/20	Frankcrum	Payroll Anthonys Coal 11447	20,883.04
07/20	Frankcrum	Payroll Anthonys Coal 60534	20,965.42
07/20	Frankcrum	Payroll Anthonys Coal A0F34	21,047.98
07/20	Frankcrum	Payroll Anthonys Coal 61578	21,097.76
07/20	Frankcrum	Payroll Anthonys Coal 60455	21,214.23
07/20	Frankcrum	Payroll Anthonys Coal A0D55	22,024.37
07/20	Frankcrum	Payroll Anthonys Coal 31230	22,107.27
07/20	Frankcrum	Payroll Anthonys Coal 31173	22,491.08
07/20	Frankcrum	Payroll Anthonys Coal Aa243	22,571.53
07/20	Commwltiofpa	Int Pastsaletx 13170000035248 473819614	22,650.54
07/20	Frankcrum	Payroll Anthonys Coal A0D21	22,719.68
07/20	Frankcrum	Payroll Anthonys Coal 31232	22,727.95
07/20	Frankcrum	Payroll Anthonys Coal 31229	22,773.32
07/20	Frankcrum	Payroll Anthonys Coal 31231	25,601.04
07/20	Frankcrum	Payroll Anthonys Coal 31508	28,269.58
07/20	Frankcrum	Payroll Anthonys Pizza 11195	48,758.06
07/20	Frankcrum	Payroll Anthonys Pizza A0E46	98,696.86
07/20	Frankcrum	Payroll Anthonys Pizza 60050	140,938.12
07/20	Frankcrum	Payroll Anthonys Pizza 31227	338,079.37

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07/21	Bank Debit	50.00
07/21	Bank Debit	1,108.79
07/21	Pepin Distributi Fintecheft Anthony's Coal 20-1394718	114.80
07/21	Wayne Densch - S Fintecheft Anthony's Coal 20-1394718	144.00
07/21	Frankcrum Payroll Anthonys Coal 90327	202.40
07/21	Cavalier Spirits Fintecheft Anthony's Coal 20-1394718	205.98
07/21	D. Bertoline & S Fintecheft Anthony's Coal 20-1394718	240.30
07/21	Penn Beer Sales Fintecheft Anthony's Coal 20-1394718	267.60
07/21	Atlantic Importi Fintecheft Anthony's Coal 20-1394718	290.00
07/21	Muller, Inc Fintecheft Anthony's Coal 20-1394718	329.41
07/21	Gold Coast Bever Fintecheft Anthony's Coal 20-1394718	357.20
07/21	Southern Eagle D Fintecheft Anthony's Coal 20-1394718	392.10
07/21	Origlio Beverage Fintecheft Anthony's Coal 20-1394718	497.36
07/21	Eagle Brands Sal Fintecheft Anthony's Coal 20-1394718	536.90
07/21	Manhattan Beer D Fintecheft Anthony's Coal 20-1394718	632.54
07/21	American Bd Comp Fintecheft Anthony's Coal 20-1394718	752.52
07/21	Southern Glazer' Fintecheft Anthony's Coal 20-1394718	805.46
07/21	Gold Coast Bever Fintecheft Anthony's Coal 20-1394718	943.40
07/21	Brown Distributi Fintecheft Anthony's Coal 20-1394718	1,128.29
07/21	Boening Brothers Fintecheft Anthony's Coal 20-1394718	1,187.27
07/21	Peerless Beverag Fintecheft Anthony's Coal 20-1394718	1,204.80
07/21	R & R Marketing, Fintecheft Anthony's Coal 20-1394718	2,205.07
07/21	Fedway Associate Fintecheft Anthony's Coal 20-1394718	2,917.42
07/21	Comm of Mass EFT MA Dor Pay Anthonys Coal 59859200	8,430.14
07/21	Comm of Mass EFT MA Dor Pay Anthony S Coal 437424384	10,582.19
07/21	Comm of Mass EFT MA Dor Pay Anthonys Coal 854778112	11,851.58
07/21	Comm of Mass EFT MA Dor Pay Anthonys Coal 1361576192	12,157.40
07/21	Comm of Mass EFT MA Dor Pay Anthonys Coal 969924864	15,099.30
07/21	Harland Clarke Chk Orders ?(1070)?anthon	64.06
07/24	Pay to Cr Line 2580311988	926,866.72
07/24	Florida Craft Di Fintecheft Anthony's Coal 20-1394718	92.00
07/24	Eagle Brands Sal Fintecheft Anthony's Coal 20-1394718	99.10
07/24	Southern Glazer' Fintecheft Anthony's Coal 20-1394718	105.96
07/24	American Bd Comp Fintecheft Anthony's Coal 20-1394718	109.08
07/24	Republic Nationa Fintecheft Anthony's Coal 20-1394718	110.05
07/24	Boening Brothers Fintecheft Anthony's Coal 20-1394718	123.00
07/24	August A Busch C Fintecheft Anthony's Coal 20-1394718	132.80
07/24	Stephens Distrib Fintecheft Anthony's Coal 20-1394718	254.00
07/24	Atlantic Importi Fintecheft Anthony's Coal 20-1394718	285.00
07/24	Republic Nationa Fintecheft Anthony's Coal 20-1394718	326.00
07/24	Shore Point Dist Fintecheft Anthony's Coal 20-1394718	370.60
07/24	Florida Distribu Fintecheft Anthony's Coal 20-1394718	372.80
07/24	Manhattan Beer D Fintecheft Anthony's Coal 20-1394718	423.25
07/24	Burke Distributi Fintecheft Anthony's Coal 20-1394718	456.60
07/24	Cavalier Spirits Fintecheft Anthony's Coal 20-1394718	602.95
07/24	Jj Taylor Distri Fintecheft Anthony's Coal 20-1394718	675.00
07/24	Gold Coast Bever Fintecheft Anthony's Coal 20-1394718	791.30
07/24	Brown Distributi Fintecheft Anthony's Coal 20-1394718	846.40
07/24	Empire Merchants Fintecheft Anthony's Coal 20-1394718	1,139.25
07/24	Gold Coast Bever Fintecheft Anthony's Coal 20-1394718	1,583.10

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07/24	Fedway Associate Fintech Anthony's Coal 20-1394718	1,924.52
07/24	Southern Glazer' Fintech Anthony's Coal 20-1394718	2,388.22
07/24	Southern Glazer' Fintech Anthony's Coal 20-1394718	32,954.29
07/25	Wire Transfer Thomas William	79,746.81
07/25	Pay to Cr Line 2580311988	205,110.09
07/25	Bank Debit	20.00
07/25	Goettler Distrib Fintech Anthony's Coal 20-1394718	34.61
07/25	August A Busch C Fintech Anthony's Coal 20-1394718	169.80
07/25	Discoverybenefit Plan Fund Anthony's Coal 17205E7D3D064	184.13
07/25	Pepin Distributi Fintech Anthony's Coal 20-1394718	287.75
07/25	Manhattan Beer D Fintech Anthony's Coal 20-1394718	345.99
07/25	Jj Taylor Distri Fintech Anthony's Coal 20-1394718	385.20
07/25	Eagle Brands Sal Fintech Anthony's Coal 20-1394718	493.10
07/25	Boening Brothers Fintech Anthony's Coal 20-1394718	581.64
07/25	Gold Coast Bever Fintech Anthony's Coal 20-1394718	628.40
07/25	Brown Distributi Fintech Anthony's Coal 20-1394718	692.90
07/25	Frankcrum Payroll Anthonys Pizza 31227	2,771.85
07/25	Account Correction	4.00
07/26	Wire Transfer Regions Bank	3,930.09
07/26	Pay to Cr Line 2580311988	552,817.98
07/26	Republic Nationa Fintech Anthony's Coal 20-1394718	141.05
07/26	Goettler Distrib Fintech Anthony's Coal 20-1394718	187.15
07/26	Origlio Beverage Fintech Anthony's Coal 20-1394718	247.32
07/26	Muller, Inc Fintech Anthony's Coal 20-1394718	248.40
07/26	Gold Coast Bever Fintech Anthony's Coal 20-1394718	272.00
07/26	Eagle Brands Sal Fintech Anthony's Coal 20-1394718	276.65
07/26	Florida Distribu Fintech Anthony's Coal 20-1394718	532.30
07/26	Boening Brothers Fintech Anthony's Coal 20-1394718	1,174.84
07/26	Southern Glazer' Fintech Anthony's Coal 20-1394718	3,137.19
07/27	Bank Debit	3,436.23
07/27	Craft Brewers Gu Fintech Anthony's Coal 20-1394718	136.00
07/27	Atlantic Importi Fintech Anthony's Coal 20-1394718	230.00
07/27	Stephens Distrib Fintech Anthony's Coal 20-1394718	285.40
07/27	Double Eagle Dis Fintech Anthony's Coal 20-1394718	345.75
07/27	Empire Merchants Fintech Anthony's Coal 20-1394718	461.78
07/27	American Bd Comp Fintech Anthony's Coal 20-1394718	470.35
07/27	Gold Coast Bever Fintech Anthony's Coal 20-1394718	477.30
07/27	Manhattan Beer D Fintech Anthony's Coal 20-1394718	491.63
07/27	Gold Coast Bever Fintech Anthony's Coal 20-1394718	553.60
07/27	Origlio Beverage Fintech Anthony's Coal 20-1394718	638.54
07/27	Southern Glazer' Fintech Anthony's Coal 20-1394718	847.12
07/27	Brown Distributi Fintech Anthony's Coal 20-1394718	922.00
07/27	Southern Glazer' Fintech Anthony's Coal 20-1394718	1,444.76
07/27	Fedway Associate Fintech Anthony's Coal 20-1394718	3,882.49
07/27	Frankcrum Payroll Anthonys Coal 61709	4,215.65
07/27	Frankcrum Payroll Anthonys Coal 61093	9,530.94
07/27	Frankcrum Payroll Anthonys Coal 60053	9,663.61
07/27	Frankcrum Payroll Anthonys Coal 61594	9,766.14
07/27	Frankcrum Payroll Anthonys Coal 61152	10,390.34
07/27	Frankcrum Payroll Anthonys Coal 60968	10,633.23

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07/27	Frankcrum	Payroll Anthonys Coal 60044	10,744.34
07/27	Frankcrum	Payroll Anthonys Coal 60379	11,314.70
07/27	Frankcrum	Payroll Anthonys Coal 61015	11,905.48
07/27	Frankcrum	Payroll Anthonys Coal 11699	14,134.89
07/27		Account Correction	148.00
07/28		Bank Debit	83.35
07/28	American Bd Comp Fintecheft Anthony's Coal 20-1394718		134.01
07/28	High Grade Bever Fintecheft Anthony's Coal 20-1394718		148.60
07/28	Manhattan Beer D Fintecheft Anthony's Coal 20-1394718		149.58
07/28	Gold Coast Bever Fintecheft Anthony's Coal 20-1394718		184.90
07/28	Atlantic Importi Fintecheft Anthony's Coal 20-1394718		185.00
07/28	Stephens Distrib Fintecheft Anthony's Coal 20-1394718		231.00
07/28	Gold Coast Bever Fintecheft Anthony's Coal 20-1394718		293.90
07/28	Pepin Distributi Fintecheft Anthony's Coal 20-1394718		329.10
07/28	Great Bay Distri Fintecheft Anthony's Coal 20-1394718		356.95
07/28	Boening Brothers Fintecheft Anthony's Coal 20-1394718		441.30
07/28	Double Eagle Dis Fintecheft Anthony's Coal 20-1394718		598.55
07/28	R & R Marketing, Fintecheft Anthony's Coal 20-1394718		631.30
07/28	Brown Distributi Fintecheft Anthony's Coal 20-1394718		772.30
07/28	Republic Nationa Fintecheft Anthony's Coal 20-1394718		790.20
07/28	Manhattan Beer D Fintecheft Anthony's Coal 20-1394718		930.32
07/28	Fedway Associate Fintecheft Anthony's Coal 20-1394718		1,501.05
07/28	Harland Clarke Chk Orders ?(1047)?anthon		64.51
07/28		Account Correction	11.00
07/31		Wire Transfer Regions Bank	274,196.43
07/31		Pay to Cr Line 2580311988	396,308.18
07/31	Eagle Brands Sal Fintecheft Anthony's Coal 20-1394718		48.55
07/31	Oak Beverages In Fintecheft Anthony's Coal 20-1394718		50.00
07/31	Discoverybenefit Claim Fund Anthony's Coal 23705454066305		64.00
07/31	August A Busch C Fintecheft Anthony's Coal 20-1394718		130.50
07/31	Berkshire Brewin Fintecheft Anthony's Coal 20-1394718		148.00
07/31	Republic Nationa Fintecheft Anthony's Coal 20-1394718		156.75
07/31	Manhattan Beer D Fintecheft Anthony's Coal 20-1394718		171.65
07/31	Gold Coast Bever Fintecheft Anthony's Coal 20-1394718		304.00
07/31	Republic Nationa Fintecheft Anthony's Coal 20-1394718		431.40
07/31	Premier Beverage Fintecheft Anthony's Coal 20-1394718		434.69
07/31	Shore Point Dist Fintecheft Anthony's Coal 20-1394718		455.05
07/31	Jj Taylor Distri Fintecheft Anthony's Coal 20-1394718		479.20
07/31	Craft Brewers Gu Fintecheft Anthony's Coal 20-1394718		522.00
07/31	American Bd Comp Fintecheft Anthony's Coal 20-1394718		543.24
07/31	Florida Distribu Fintecheft Anthony's Coal 20-1394718		687.80
07/31	Brown Distributi Fintecheft Anthony's Coal 20-1394718		751.10
07/31	R & R Marketing, Fintecheft Anthony's Coal 20-1394718		779.23
07/31	Burke Distributi Fintecheft Anthony's Coal 20-1394718		921.90
07/31	Gold Coast Bever Fintecheft Anthony's Coal 20-1394718		1,708.70
07/31	Fedway Associate Fintecheft Anthony's Coal 20-1394718		6,647.11
07/31	Southern Glazer' Fintecheft Anthony's Coal 20-1394718		10,646.70
Total Withdrawals			\$9,983,708.36

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FEES

07/10	Analysis Charge	06-17	4,832.83
07/10	Stop Pay-Special Pay Inst Fee		0.00
07/14	Stop Pay-Special Pay Inst Fee		0.00
07/26	Stop Pay-Special Pay Inst Fee		0.00
Total fees			\$4,832.83

CHECKS

Date	Check No.	Amount	Date	Check No.	Amount
07/10		125.86	07/17	78886 *	241.29
07/11		20.00	07/18	78912 *	52.25
07/11		20.00	07/05	78994 *	253.67
07/27		169.07	07/13	78999 *	150.00
07/26	1015 *	100.00	07/05	79002 *	651.22
07/26	1064 *	20.00	07/18	79017 *	90.17
07/20	8228 *	307.74	07/14	79018 *	90.26
07/18	75069 *	155.82	07/18	79081 *	92.12
07/17	75217 *	211.01	07/07	79166 *	512.47
07/26	76170 *	393.96	07/05	79167 *	80.00
07/07	76227 *	170.35	07/18	79179 *	80.00
07/05	76378 *	134.55	07/05	79184 *	2,650.00
07/26	76570 *	240.00	07/19	79190 *	134.16
07/31	76637 *	239.64	07/10	79197 *	94.66
07/26	76665 *	137.51	07/06	79221 *	82.00
07/25	76738 *	499.43	07/13	79238 *	330.63
07/11	77072 *	151.99	07/07	79260 *	150.00
07/07	77099 *	188.73	07/07	79284 *	125.00
07/14	77731 *	250.00	07/06	79292 *	125.00
07/26	77927 *	137.51	07/06	79293 *	211.26
07/31	77964 *	750.00	07/24	79301 *	250.00
07/27	78038 *	100.00	07/11	79349 *	25.00
07/06	78040 *	88.73	07/25	79351 *	223.75
07/24	78066 *	702.90	07/05	79359 *	93.58
07/14	78072 *	200.00	07/10	79384 *	200.00
07/06	78210 *	89.71	07/24	79397 *	177.81
07/26	78320 *	300.00	07/20	79399 *	250.00
07/26	78392 *	200.00	07/05	79405 *	300.00
07/20	78404 *	142.63	07/11	79412 *	350.00
07/13	78466 *	142.82	07/10	79417 *	75.00
07/19	78484 *	149.51	07/07	79430 *	125.00
07/05	78716 *	200.00	07/05	79455 *	5,700.00
07/05	78797 *	350.00	07/10	79466 *	205.61
07/12	78843 *	465.84	07/18	79472 *	827.54
07/18	78853 *	125.96	07/05	79481 *	386.83
07/20	78861 *	171.12	07/18	79498 *	226.93
07/14	78864 *	952.02	07/11	79516 *	159.04

Regions Bank
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ANTHONY'S PIZZA HOLDING COMPANY LLC
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Date	Check No.	Amount	Date	Check No.	Amount
07/07	79517	240.00	07/06	79719 *	14,398.21
07/26	79518	240.00	07/05	79720	22,613.48
07/13	79521 *	150.00	07/05	79721	12,976.43
07/05	79542 *	4,096.28	07/06	79722	11,041.73
07/07	79548 *	285.60	07/18	79723	18,558.11
07/10	79564 *	123.06	07/06	79724	10,341.55
07/06	79569 *	600.00	07/06	79725	18,676.89
07/05	79573 *	300.00	07/07	79726	22,669.85
07/05	79581 *	419.75	07/14	79727	20,122.69
07/24	79585 *	552.92	07/06	79728	9,249.48
07/20	79596 *	117.80	07/10	79729	8,767.05
07/12	79610 *	34.47	07/06	79731 *	17,199.14
07/10	79618 *	217.36	07/05	79732	7,883.00
07/10	79621 *	115.50	07/07	79733	12,536.97
07/05	79627 *	254.52	07/06	79735 *	15,631.25
07/11	79628	348.87	07/05	79736	16,312.50
07/05	79629	289.46	07/06	79737	9,791.64
07/05	79632 *	173.52	07/06	79739 *	14,230.64
07/11	79634 *	378.21	07/05	79740	11,302.23
07/05	79635	232.93	07/07	79741	17,045.31
07/26	79636	474.87	07/05	79743 *	14,447.02
07/18	79638 *	186.41	07/06	79744	16,310.63
07/05	79639	250.00	07/06	79745	20,238.58
07/14	79640	250.00	07/06	79746	28,421.36
07/05	79648 *	200.00	07/07	79747	16,776.29
07/07	79652 *	18.34	07/14	79748	16,339.70
07/12	79659 *	333.31	07/05	79749	17,527.50
07/06	79662 *	271.11	07/07	79750	26,326.41
07/06	79677 *	200.00	07/06	79751	17,910.28
07/06	79685 *	240.00	07/07	79752	11,969.88
07/10	79686	240.00	07/05	79753	14,646.02
07/06	79687	452.23	07/07	79754	16,148.05
07/05	79689 *	133.86	07/07	79755	11,837.87
07/05	79691 *	30,211.02	07/06	79757 *	36,820.66
07/05	79694 *	536.80	07/10	79758	11,636.26
07/10	79696 *	3,697.02	07/05	79759	12,809.72
07/06	79697	196.88	07/07	79760	30,666.77
07/05	79702 *	175.75	07/05	79761	13,861.39
07/10	79704 *	2,192.81	07/05	79762	11,702.23
07/10	79705	326.69	07/06	79763	8,619.73
07/10	79706	250.00	07/05	79764	8,795.89
07/05	79707	95.27	07/06	79765	650.00
07/05	79708	487.27	07/12	79766	29,600.60
07/11	79712 *	25,298.65	07/05	79768 *	2,000.00
07/05	79713	10,625.90	07/05	79769	17,777.67
07/05	79714	11,475.00	07/06	79770	17,768.39
07/05	79716 *	21,313.25	07/05	79771	9,333.33
07/06	79717	17,303.32	07/05	79773	14,540.57

Regions Bank
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ANTHONY'S PIZZA HOLDING COMPANY LLC
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Date	Check No.	Amount	Date	Check N°	Amount
07/05	79774	17,603.39	07/06	79839	194.00
07/05	79776 *	14,217.01	07/05	79840	3,843.56
07/05	79780 *	1,219.57	07/06	79842 *	485.00
07/18	79781	394.37	07/05	79843	697.38
07/06	79783 *	910.97	07/05	79845 *	390.00
07/10	79784	90.00	07/07	79846	795.00
07/12	79786 *	45.00	07/06	79847	1,900.00
07/05	79787	577.13	07/06	79848	79.88
07/05	79788	138.00	07/06	79849	65.18
07/05	79790 *	63.60	07/06	79850	1,514.32
07/05	79791	55.50	07/11	79851	44.00
07/17	79792	125.00	07/05	79852	272.20
07/05	79794 *	1,099.61	07/10	79853	356.45
07/12	79796 *	270.00	07/13	79854	725.00
07/06	79797	85.52	07/05	79855	21.83
07/31	79798	559.50	07/12	79856	270.00
07/05	79799	152.64	07/05	79857	91.80
07/10	79800	1,223.75	07/05	79858	580.95
07/10	79801	145.75	07/11	79859	492.12
07/07	79802	127.23	07/11	79860	270.91
07/06	79803	676.00	07/10	79861	60.14
07/14	79804	809.37	07/10	79863 *	7,028.22
07/05	79805	6,712.50	07/07	79864	6,400.00
07/31	79806	450.00	07/07	79865	1,200.00
07/05	79809 *	2,225.99	07/05	79868 *	362.27
07/10	79810	1,743.70	07/11	79869	569.62
07/07	79811	159.33	07/05	79871 *	106,503.80
07/05	79812	6,725.52	07/10	79872	493.44
07/05	79813	4,629.50	07/05	79874 *	22,598.83
07/11	79815 *	470.37	07/05	79875	14,192.28
07/05	79816	6,186.96	07/05	79877 *	161,921.54
07/05	79817	346.82	07/11	79878	665.10
07/05	79818	74.20	07/11	79879	2,500.00
07/12	79819	2,400.00	07/11	79882 *	587.00
07/06	79820	2,149.50	07/10	79885 *	3,910.00
07/05	79821	2,145.34	07/12	79886	126.02
07/07	79822	6.68	07/05	79887	1,231.15
07/07	79823	18.04	07/07	79888	404.26
07/05	79824	150.00	07/10	79890 *	1,279.72
07/05	79825	239.16	07/05	79891	45.00
07/06	79827 *	348.77	07/07	79894 *	1,000.00
07/07	79829 *	2,427.25	07/12	79895	86.90
07/31	79830	78.25	07/13	79896	171.00
07/05	79832 *	480.68	07/05	79897	1,994.92
07/17	79834 *	1,080.00	07/07	79898	162.56
07/06	79836 *	1,500.00	07/06	79899	236.93
07/05	79837	842.92	07/05	79902 *	2,093.59
07/10	79838	600.00	07/05	79903	1,232.34

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Date	Check No.	Amount	Date	Check No.	Amount
07/06	79904	134.99	07/13	79981	379.13
07/10	79905	12,273.00	07/12	79982	200.00
07/05	79906	356.46	07/11	79983	12,201.25
07/05	79907	403.38	07/11	79984	636.00
07/05	79908	515.57	07/12	79985	132.50
07/06	79909	334.17	07/11	79986	3,420.31
07/06	79910	250.10	07/13	79987	970.91
07/19	79911	109.76	07/24	79988	2,148.75
07/06	79912	376.69	07/17	79989	74.90
07/07	79913	1,425.38	07/13	79990	6,972.48
07/06	79915 *	166.00	07/10	79991	375.51
07/05	79916	1,162.80	07/11	79992	924.96
07/11	79919 *	928.15	07/12	79993	350.00
07/07	79920	100.00	07/12	79994	123.60
07/06	79922 *	604.24	07/11	79995	1,524.77
07/06	79923	150.00	07/11	79996	8,200.00
07/05	79924	295.95	07/13	79997	534.65
07/10	79928 *	1,250.00	07/12	79998	468.83
07/05	79929	556.20	07/11	79999	129.00
07/07	79931 *	100.00	07/11	80000	765.00
07/19	79932	100.00	07/12	80001	346.83
07/05	79934 *	770.68	07/11	80002	819.00
07/05	79935	435.00	07/13	80005 *	834.89
07/05	79936	403.20	07/12	80006	480.00
07/10	79937	308.70	07/17	80007	52.69
07/05	79939 *	471.15	07/13	80008	414.27
07/11	79940	793.32	07/12	80009	90.00
07/05	79942 *	373.19	07/10	80010	436.25
07/10	79943	250.00	07/12	80011	729.40
07/05	79944	340.00	07/10	80012	3,880.00
07/05	79949 *	941.49	07/11	80013	590.62
07/05	79950	547.89	07/11	80014	286.20
07/06	79952 *	1,545.74	07/19	80015	271.00
07/12	79954 *	908.50	07/24	80016	283.00
07/06	79955	50.37	07/11	80017	250.00
07/05	79957 *	583.01	07/12	80019 *	955.07
07/11	79958	583.01	07/17	80020	108.01
07/05	79959	365.57	07/11	80021	77.84
07/10	79960	167.79	07/13	80022	150.98
07/05	79963 *	394.53	07/21	80023	22.21
07/05	79967 *	678.80	07/12	80024	5,387.82
07/05	79971 *	174.60	07/12	80025	2,323.20
07/05	79972	504.80	07/14	80026	240.00
07/05	79973	795.20	07/13	80027	240.00
07/07	79974	2,125.00	07/13	80028	240.00
07/11	79978 *	283.50	07/17	80029	106.00
07/06	79979	326,021.40	07/17	80030	1,249.02
07/06	79980	7,592.16	07/12	80031	65.00

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Date	Check No.	Amount	Date	Check No.	Amount
07/11	80032	125.00	07/11	80085	1,436.64
07/11	80033	245.00	07/14	80086	180.78
07/11	80034	111.50	07/11	80087	1,719.60
07/18	80036 *	275.00	07/13	80088	225.00
07/12	80037	901.46	07/11	80089	22,040.15
07/13	80038	2,315.88	07/14	80090	124.83
07/19	80040 *	180.00	07/27	80091	100.21
07/12	80041	113.83	07/27	80092	651.30
07/18	80042	99.00	07/27	80093	1,328.78
07/24	80043	631.63	07/11	80094	7,991.47
07/17	80044	203.72	07/10	80095	4,767.18
07/17	80045	1,020.76	07/10	80096	8,022.16
07/28	80046	905.10	07/14	80097	147.42
07/11	80047	172.49	07/18	80098	37.10
07/28	80048	28,000.00	07/11	80099	6,638.51
07/11	80049	213.72	07/11	80100	79.01
07/31	80050	245.67	07/11	80101	132,211.28
07/21	80051	125.00	07/10	80102	1,033.20
07/12	80052	120.00	07/13	80103	155.19
07/14	80053	10,954.13	07/11	80104	6,878.82
07/13	80054	10,405.53	07/20	80105	174.02
07/31	80055	92.96	07/20	80106	133.07
07/11	80057 *	174.61	07/17	80107	91.16
07/10	80059 *	702.00	07/13	80108	2,785.30
07/17	80060	1,117.05	07/12	80109	3,362.50
07/14	80062 *	1,471.61	07/11	80110	183.53
07/13	80063	30.00	07/11	80111	1,412.12
07/13	80064	108.38	07/10	80112	303.00
07/18	80065	59.82	07/20	80113	3,103.43
07/14	80066	373.00	07/11	80114	177.29
07/13	80067	15,000.00	07/11	80115	38.75
07/11	80068	266.24	07/11	80116	65.62
07/12	80069	744.29	07/11	80117	1,150.00
07/13	80070	39.30	07/10	80118	11,007.18
07/12	80071	532.81	07/11	80119	1,118.25
07/13	80072	671.16	07/20	80120	89.76
07/12	80073	652.39	07/14	80121	300.00
07/11	80074	1,618.69	07/07	80122	4,100.00
07/11	80075	1,058.00	07/13	80123	2,538.32
07/31	80076	800.13	07/11	80125 *	1,186.98
07/14	80077	1,601.25	07/12	80127 *	129.11
07/20	80078	63.67	07/14	80128	1,610.00
07/18	80079	293.94	07/25	80129	475.94
07/12	80080	2,211.25	07/18	80130	1,027.71
07/14	80081	1,306.24	07/13	80131	360.00
07/26	80082	153.00	07/17	80134 *	84.82
07/11	80083	3,470.00	07/13	80135	92.95
07/12	80084	270.00	07/11	80137 *	6,989.19

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CHECKS (CONTINUED)

Date	Check No.	Amount	Date	Check No.	Amount
07/12	80138	434.51	07/11	80189	21.00
07/12	80139	100.00	07/19	80190	111.15
07/11	80140	250.00	07/11	80191	526.95
07/11	80141	675.00	07/12	80192	61.20
07/11	80142	356.18	07/13	80193	3,812.00
07/12	80143	128.52	07/12	80195 *	611.50
07/11	80144	342.26	07/12	80196	753.59
07/11	80145	8,000.00	07/14	80198 *	400.00
07/11	80146	931.72	07/13	80200 *	173.91
07/11	80147	1,210.00	07/18	80201	1,379.13
07/11	80149 *	313.50	07/18	80202	1,193.70
07/11	80150	1,226.45	07/11	80203	211,788.38
07/20	80151	8,090.84	07/12	80204	466.80
07/11	80152	12,720.27	07/26	80205	300.15
07/13	80153	175.00	07/11	80206	789.37
07/12	80154	2,974.35	07/17	80207	424.32
07/12	80155	3,252.20	07/17	80208	221.19
07/12	80156	920.19	07/17	80209	200.41
07/20	80157	600.00	07/19	80210	612.40
07/10	80158	19,800.00	07/17	80211	315.07
07/11	80159	2,648.00	07/26	80212	234.81
07/19	80160	74.20	07/19	80213	384.27
07/17	80161	1,067.27	07/12	80214	803.88
07/13	80162	300.00	07/14	80215	537.62
07/11	80163	4,507.94	07/20	80216	278.95
07/11	80165 *	1,926.84	07/25	80217	456.09
07/11	80166	3,365.45	07/11	80218	670.89
07/11	80167	1,550.75	07/17	80219	869.18
07/21	80168	1,000.00	07/17	80220	262.91
07/12	80170 *	1,359.00	07/10	80221	386.76
07/18	80171	5,508.79	07/14	80222	1,278.56
07/10	80172	435.00	07/18	80223	179.70
07/12	80173	568.40	07/18	80224	459.67
07/13	80174	1,250.00	07/21	80225	540.75
07/25	80175	250.00	07/18	80226	185.29
07/18	80176	336.00	07/18	80227	181.21
07/11	80177	42.80	07/18	80229 *	329.26
07/10	80178	11,250.00	07/18	80230	192.86
07/13	80179	375.00	07/18	80231	259.01
07/11	80180	3,759.59	07/18	80232	171.40
07/14	80181	490.00	07/18	80233	160.36
07/17	80182	1,970.91	07/17	80234	365.73
07/18	80183	1,280.27	07/17	80235	186.68
07/26	80184	66.00	07/20	80236	286.03
07/12	80185	1,766.40	07/18	80237	162.40
07/14	80186	306.31	07/20	80238	1,108.79
07/17	80187	1,968.53	07/20	80239	492.76
07/14	80188	289.03	07/18	80240	272.79

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Date	Check No.	Amount	Date	Check No.	Amount
07/18	80241	155.64	07/12	80291	2,276.38
07/18	80242	326.58	07/19	80292	405.35
07/11	80243	107,889.16	07/14	80293	837.00
07/13	80244	5,280.66	07/14	80294	175.00
07/18	80245	125.00	07/20	80295	125.00
07/13	80246	177.77	07/12	80296	963.00
07/14	80248 *	4,902.62	07/17	80298 *	8,386.49
07/14	80249	300.00	07/14	80299	287.80
07/17	80250	2,408.00	07/11	80300	11,045.42
07/14	80251	128,841.92	07/18	80301	1,282.44
07/13	80252	6,535.43	07/18	80302	106.00
07/13	80253	3,000.39	07/13	80303	47.45
07/13	80254	114.69	07/27	80304	233.80
07/24	80255	59.92	07/17	80305	875.96
07/17	80256	477.30	07/14	80306	821.15
07/31	80257	163.28	07/17	80307	503.54
07/27	80258	296.93	07/19	80308	131.65
07/13	80259	4,709.28	07/14	80309	540.90
07/19	80260	27.57	07/14	80310	3,004.51
07/14	80261	280.41	07/18	80311	125.00
07/17	80262	225.13	07/14	80312	2,109.61
07/12	80263	10,416.67	07/14	80313	5,265.60
07/11	80264	5,800.00	07/14	80314	347.60
07/13	80265	469.00	07/11	80315	470.79
07/20	80266	7,988.49	07/14	80317 *	10,143.70
07/17	80267	466.38	07/19	80318	2,950.00
07/20	80268	798.00	07/21	80319	2,976.95
07/14	80269	1,691.12	07/24	80320	565.29
07/26	80270	125.00	07/24	80321	1,205.94
07/13	80271	820.00	07/24	80322	600.00
07/17	80272	135.00	07/19	80323	900.00
07/13	80273	377.65	07/19	80324	26.75
07/12	80274	350.00	07/24	80325	97.50
07/21	80275	1,656.05	07/19	80327 *	90.00
07/17	80276	5,003.20	07/25	80328	387.00
07/17	80277	250.00	07/10	80329	1,070.00
07/17	80278	205.06	07/13	80330	2,500.00
07/13	80279	41.20	07/19	80333 *	285.59
07/18	80280	507.86	07/13	80334	3,797.68
07/26	80282 *	107.88	07/12	80335	165.00
07/17	80283	3,342.95	07/21	80336	6,557.46
07/14	80284	1,346.25	07/21	80337	6,603.66
07/20	80285	250.00	07/20	80338	407.60
07/13	80286	1,310.10	07/20	80339	436.69
07/13	80287	90.00	07/20	80340	2,002.58
07/12	80288	10,536.54	07/19	80341	7,776.36
07/19	80289	72.00	07/19	80342	161,514.38
07/12	80290	500.00	07/20	80343	4,039.38

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CHECKS (CONTINUED)

Date	Check No.	Amount	Date	Check No.	Amount
07/17	80344	846.26	07/17	80402	52.97
07/20	80345	2,325.37	07/19	80403	389.15
07/17	80346	180.95	07/19	80404	10,453.00
07/24	80347	149.27	07/31	80405	80.00
07/20	80348	80.00	07/24	80406	1,565.00
07/19	80349	679.73	07/20	80407	275.00
07/21	80350	750.00	07/20	80408	957.17
07/19	80351	395.62	07/20	80409	3,310.00
07/18	80352	40.38	07/18	80410	3,447.90
07/19	80353	1,835.00	07/19	80411	135.00
07/20	80354	386.68	07/24	80412	361.35
07/20	80355	1,401.26	07/21	80413	84.70
07/19	80356	327.70	07/18	80414	3,318.52
07/19	80357	4,035.59	07/18	80415	450.00
07/24	80360 *	130.05	07/18	80416	1,913.20
07/20	80361	123.11	07/18	80417	5,078.48
07/25	80362	223.46	07/21	80418	79.30
07/18	80363	182,671.78	07/18	80419	5,615.79
07/19	80364	55.70	07/21	80420	270.00
07/18	80365	590.09	07/24	80421	68.90
07/18	80366	910.50	07/20	80422	641.11
07/26	80367	124.00	07/21	80423	19.68
07/28	80368	80.00	07/18	80425 *	150.00
07/20	80369	566.07	07/18	80426	42.40
07/19	80370	242.90	07/21	80427	45.58
07/20	80371	90.76	07/17	80428	73.14
07/31	80372	155.16	07/18	80429	35.03
07/24	80373	21.15	07/19	80430	112.08
07/31	80374	240.00	07/17	80431	6,175.16
07/31	80375	240.00	07/19	80432	850.00
07/19	80377 *	1,336.81	07/19	80433	1,305.50
07/18	80378	226.00	07/19	80434	2,218.16
07/20	80381 *	185.00	07/18	80435	3.75
07/20	80383 *	431.58	07/18	80436	1,571.40
07/21	80384	360.00	07/20	80438 *	250.00
07/24	80385	80.00	07/17	80439	896.45
07/20	80387 *	25.22	07/18	80440	16.00
07/19	80389 *	42.76	07/20	80441	590.33
07/31	80390	477.70	07/17	80443 *	397.67
07/19	80391	295.00	07/27	80444	250.00
07/21	80392	421.32	07/19	80445	461.65
07/19	80393	352.21	07/18	80446	380.00
07/19	80394	406.36	07/26	80447	300.00
07/18	80397 *	1,520.75	07/18	80448	1,420.05
07/25	80398	68.38	07/18	80449	587.26
07/20	80399	196.00	07/21	80450	128.52
07/19	80400	20.83	07/25	80451	75.13
07/31	80401	250.00	07/20	80452	953.50

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Date	Check No.	Amount	Date	Check No.	Amount
07/19	80453	125.40	07/19	80509	312.55
07/18	80454	85,702.72	07/24	80510	131.60
07/18	80455	80.00	07/17	80511	267.72
07/20	80456	1,148.91	07/26	80513 *	290.46
07/21	80458 *	33.83	07/28	80514	1,140.78
07/19	80459	1,362.40	07/26	80515	160.80
07/20	80460	150.00	07/24	80516	403.94
07/19	80461	281.65	07/21	80517	680.34
07/24	80462	1,481.39	07/19	80518	750.62
07/18	80463	1,534.78	07/25	80519	105.72
07/24	80465 *	58.03	07/24	80520	26.06
07/25	80467 *	335.00	07/31	80521	250.00
07/24	80468	3,773.68	07/18	80522	340.00
07/18	80469	2,102.72	07/19	80523	100.00
07/21	80471 *	250.00	07/25	80524	560.00
07/19	80472	1,627.61	07/19	80525	33,684.14
07/18	80474 *	896.85	07/18	80526	855.91
07/17	80475	435.00	07/21	80527	10,875.69
07/19	80476	407.60	07/18	80528	12,121.72
07/20	80477	70.62	07/24	80529	25.68
07/19	80478	149.80	07/19	80530	150.66
07/17	80479	5,550.00	07/18	80532 *	436.00
07/21	80480	320.00	07/18	80533	1,047.26
07/28	80483 *	960.00	07/19	80534	750.00
07/20	80484	19.97	07/18	80535	505.45
07/20	80485	1,198.00	07/21	80536	250.00
07/20	80486	302.15	07/24	80537	1,172.62
07/26	80487	88.00	07/19	80538	746.67
07/19	80488	1,175.60	07/20	80539	1,205.00
07/21	80489	149.98	07/19	80541 *	104.00
07/25	80490	90.00	07/19	80542	80.00
07/19	80491	1,057.85	07/18	80544 *	1,590.00
07/24	80492	4,000.00	07/18	80545	388.00
07/21	80493	61.20	07/18	80546	225.02
07/19	80494	1,316.85	07/21	80547	323.68
07/24	80495	1,085.71	07/19	80548	736.65
07/20	80497 *	58.90	07/31	80549	250.00
07/25	80498	374.05	07/17	80550	80.00
07/24	80499	304.81	07/18	80551	100.00
07/19	80500	497.66	07/17	80552	1,530.64
07/18	80501	683.77	07/18	80553	662.37
07/18	80502	1,937.41	07/20	80554	1,430.69
07/31	80503	187.50	07/18	80555	1,284.00
07/18	80504	11,804.50	07/21	80556	5,688.39
07/26	80505	1,759.02	07/25	80557	215.50
07/19	80506	157.78	07/18	80558	167.21
07/19	80507	167.32	07/18	80559	281.55
07/17	80508	447.74	07/20	80560	1,625.00

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CHECKS (CONTINUED)

Date	Check No.	Amount	Date	Check No.	Amount
07/21	80561	183.88	07/26	80619	311.59
07/20	80562	113.53	07/26	80620	217.28
07/20	80563	1,034.65	07/25	80621	506.14
07/20	80564	2,933.27	07/21	80622	815.53
07/19	80565	76.63	07/25	80623	288.97
07/18	80566	98.24	07/20	80625 *	364.02
07/18	80567	117.15	07/25	80626	140.17
07/18	80568	82.94	07/20	80627	250.00
07/20	80569	1,271.13	07/21	80628	23,969.50
07/27	80571 *	340.00	07/27	80629	1,491.62
07/31	80572	80.00	07/27	80631 *	54.57
07/19	80574 *	805.90	07/27	80632	362.67
07/21	80575	131.19	07/27	80633	2,414.40
07/19	80577 *	1,444.71	07/25	80634	4,385.94
07/19	80578	26,660.58	07/31	80635	60.00
07/24	80580 *	200.00	07/26	80637 *	3,479.07
07/25	80581	625.00	07/26	80639 *	3,108.00
07/24	80582	1,084.80	07/28	80640	1,484.96
07/24	80583	200.00	07/25	80641	1,699.37
07/19	80584	2,440.00	07/28	80642	68.90
07/19	80585	1,426.87	07/27	80643	129.19
07/18	80586	557.47	07/26	80645 *	179.35
07/21	80587	1,332.66	07/28	80646	423.23
07/14	80588	3,751.92	07/28	80648 *	793.63
07/20	80590 *	25.00	07/27	80652 *	5,079.33
07/18	80591	489,852.21	07/31	80653	200.00
07/19	80594 *	34,090.11	07/26	80654	394.30
07/18	80595	422,075.62	07/31	80655	167.41
07/21	80598 *	10,833.00	07/25	80656	86.80
07/19	80599	1,312.32	07/26	80659 *	828.66
07/18	80600	65,470.64	07/28	80661 *	51.36
07/26	80601	428.22	07/28	80662	12,514.33
07/24	80602	310.85	07/27	80663	184.75
07/19	80603	412.70	07/27	80666 *	99,647.35
07/24	80604	607.39	07/26	80667	240.00
07/24	80605	461.79	07/27	80670 *	1,834.32
07/26	80606	126.38	07/28	80671	53.00
07/19	80607	484.02	07/27	80672	16.00
07/20	80608	366.27	07/31	80673	125.00
07/26	80609	202.83	07/25	80674	799.02
07/17	80610	1,264.09	07/31	80675	1,117.38
07/27	80612 *	531.03	07/26	80682 *	174.61
07/27	80613	183.35	07/27	80683	3,500.93
07/27	80614	296.77	07/27	80684	1,642.00
07/26	80615	189.57	07/31	80686 *	585.00
07/26	80616	151.43	07/26	80688 *	314.58
07/26	80617	524.05	07/27	80689	125.00
07/25	80618	280.88	07/26	80690	1,618.74

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Date	Check No.	Amount	Date	Check No.	Amount
07/28	80692 *	1,797.00	07/25	80753	400.00
07/28	80693	2,868.50	07/26	80754	3,695.03
07/25	80697 *	48.87	07/25	80756 *	1,248.08
07/27	80698	1,828.27	07/26	80757	215.00
07/25	80699	60.00	07/26	80758	826.90
07/26	80700	13,304.29	07/28	80760 *	535.00
07/31	80701	4,620.17	07/27	80761	246.10
07/31	80702	220.48	07/28	80762	715.00
07/26	80703	3,693.81	07/27	80764 *	1,701.07
07/28	80704	14,954.48	07/26	80765	488.35
07/28	80705	699.76	07/24	80767 *	299.03
07/31	80706	1,674.00	07/27	80768	307.45
07/26	80708 *	3,090.32	07/28	80769	1,956.35
07/27	80709	1,780.20	07/28	80770	206.47
07/31	80710	450.00	07/25	80772 *	350.20
07/27	80711	2,439.60	07/28	80773	61.20
07/27	80712	8,795.80	07/26	80775 *	25.00
07/27	80713	2,812.30	07/26	80776	476.60
07/31	80714	7,270.00	07/31	80777	276.88
07/26	80715	19.34	07/28	80778	6,400.00
07/27	80717 *	150.00	07/25	80779	1,376.08
07/24	80718	99.98	07/25	80780	2,038.71
07/28	80719	12,000.00	07/31	80781	3,673.97
07/28	80721 *	5,850.00	07/31	80782	800.00
07/24	80722	6,651.35	07/27	80783	77.69
07/24	80723	1,900.08	07/27	80784	638.17
07/28	80724	1,309.00	07/31	80786 *	308.44
07/25	80726 *	26,359.84	07/31	80787	180.36
07/26	80727	157.15	07/25	80788	574.02
07/28	80730 *	6,989.19	07/24	80789	633.23
07/28	80731	624.59	07/28	80791 *	265.15
07/27	80732	168.46	07/26	80792	1,467.66
07/31	80733	2,860.32	07/28	80793	50.00
07/25	80735 *	929.34	07/25	80795 *	2,977.07
07/25	80736	3,760.71	07/27	80796	1,344.00
07/27	80737	160.65	07/26	80797	3,039.76
07/28	80739 *	8,000.00	07/28	80798	10,288.10
07/28	80740	1,155.00	07/26	80799	1,025.02
07/27	80741	350.00	07/26	80801	2,175.30
07/27	80742	30,895.89	07/27	80802	528.50
07/24	80743	9,792.50	07/25	80803	909.09
07/21	80744	8,900.00	07/31	80804	619.16
07/28	80745	3,740.00	07/26	80805	305.65
07/25	80746	6,935.16	07/26	80806	555.26
07/25	80747	2,251.50	07/26	80808 *	1,056.82
07/27	80748	250.00	07/31	80809	1,774.87
07/28	80749	9,296.00	07/31	80811 *	700.00
07/28	80752 *	150.00	07/26	80812	1,590.00

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CHECKS (CONTINUED)

Date	Check No.	Amount	Date	Check No.	Amount
07/31	80813	9,500.00	07/31	80860	1,782.12
07/27	80815 *	810.25	07/28	80861	87.76
07/27	80818 *	219.30	07/24	80862	5,133.36
07/28	80819	72.00	07/28	80863	450.50
07/28	80820	783.23	07/25	80864	82.99
07/26	80821	795.80	07/27	80865	394.09
07/31	80822	300.00	07/26	80866	263.89
07/27	80823	321.00	07/31	80868 *	248.64
07/28	80824	1,518.00	07/26	80869	137.24
07/27	80825	5,076.57	07/28	80882 *	25,223.25
07/25	80827 *	44.06	07/27	80883	142,730.82
07/25	80828	89.50	07/31	80885 *	451.17
07/25	80829	1,520.36	07/26	80886	159.99
07/27	80830	375.00	07/28	80887	129,092.52
07/28	80831	84,300.00	07/28	80888	330.00
07/28	80832	450.00	07/28	80889	350.00
07/28	80833	64.20	07/26	80890	17,715.60
07/27	80834	1,023.87	07/28	80891	1,440.00
07/25	80835	372.46	07/27	80893 *	2,632.10
07/31	80836	1,550.00	07/27	80894	15.08
07/27	80837	1,021.08	07/25	80895	2,767.11
07/27	80838	27,001.95	07/26	80896	24.00
07/31	80842 *	87.10	07/26	80897	129.30
07/24	80843	707.01	07/27	80898	4,176.20
07/24	80844	203.69	07/25	80899	101.40
07/27	80846 *	4,243.47	07/25	80900	11,705.81
07/31	80849 *	97.50	07/25	80902 *	112.76
07/31	80850	144.92	07/25	80903	12,306.12
07/28	80851	4,200.00	07/31	80904	995.00
07/31	80852	664.75	07/26	80905	1,603.30
07/26	80853	367.90	07/26	80906	200.00
07/26	80854	1,795.02	07/31	80958 *	11,383.46
07/31	80856 *	125.00	07/31	81062 *	4,142.00
07/28	80859 *	223.00	07/31	81067 *	2,000.00

Total Checks \$5,595,049.24

* Break In Check Number Sequence.

DAILY BALANCE SUMMARY

Date	Balance	Date	Balance	Date	Balance
07/05	452,501.03	07/14	0.00	07/25	220,423.75
07/06	0.00	07/17	425,984.51	07/26	3,633.00
07/07	0.00	07/18	0.00	07/27	150.00
07/10	954.00	07/19	975.00	07/28	0.00
07/11	533.00	07/20	109,769.48 -	07/31	425,058.58
07/12	961.00	07/21	5,907.81 -		
07/13	7.00	07/24	219,516.75		

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**You may request account disclosures containing
terms, fees, and rate information (if applicable)
for your account by contacting any Regions office.**

**You may save a considerable amount of money by
refinancing your mortgage. If you haven't checked it out,
call your PFS officer for Regions' low rates today!**

**For all your banking needs, please call 1-800-REGIONS (734-4667)
or visit us on the Internet at www.regions.com (TTY/TDD 1-800-374-5791).**



Thank You For Banking With Regions!
2017 Regions Bank Member FDIC. All loans subject to credit approval.

Easy Steps to Balance Your Account

Checking
Account

1.	Write here the amount shown on statement for ENDING BALANCE	\$
2.	Enter any deposits which have not been credited on this statement.	\$ +
3.	Total lines 1 & 2	\$ =
4.	Enter total from 4a (column on right side of page)	\$ -
5.	Subtract line 4 from line 3. This should be your checkbook balance.	\$ =

4a List any checks, payments, transfers or other withdrawals from your account that are not on this statement.

Check No.	Amount
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
Total Enter in Line 4 at Left	\$

The law requires you to use "reasonable care and promptness" in examining your bank statement and any checks sent with it and to report to the Bank an unauthorized signature (i.e., a forgery), any alteration of a check, or any unauthorized endorsement. You must report any forged signatures, alterations or forged endorsements to the Bank within the time periods specified under the Deposit Agreement. If you do not do this, the Bank will not be liable to you for the losses or claims arising from the forged signatures, forged endorsements or alterations. Please see the Deposit Agreement for further explanation of your responsibilities with regard to your statement and checks. A copy of our current Deposit Agreement may be requested at any of our branch locations.

Summary of Our Error Resolution Procedures
In Case of Errors or Questions About Your Electronic Transfers
Telephone us toll-free at 1-800-734-4667

Regions Electronic Funds Transfer Services
Post Office Box 413
Birmingham, Alabama 35201

Please contact Regions as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on your statement. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number.
- (2) Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

(3) Tell us the dollar amount of the suspected error.
If you tell us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question (ninety (90) days for POS transactions or for transfers initiated outside of the United States). If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error. If, after the investigation, we determine that no bank error occurred, we will debit your account to the extent previously credited. If we ask you to put your complaint in writing and we do not receive it within ten (10) business days, we may not credit your account.

New Accounts- If an alleged error occurred within thirty (30) days after your first deposit to your account was made, we may have up to ninety (90) days to investigate your complaint, provided we credit your account within twenty (20) business days for the amount you think is in error. If we decide there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

FOR QUESTIONS CONCERNING THIS STATEMENT OR FOR VERIFICATION OF A PREAUTHORIZED DEPOSIT, PLEASE CALL THE PHONE NUMBER ON THE REVERSE SIDE OF THIS STATEMENT OR VISIT YOUR NEAREST REGIONS LOCATION.

ADJ - Adjustment
EB - Electronic Banking

RI - Return Item
NSF - Nonsufficient Funds

CR - Credit
APY - Annual Percentage Yield

SC - Service Charge
FWT - Federal Withholding Tax

OD - Overdrawn
*Break in Number Sequence



Regions Bank
East Commercial Blvd
2660 East Commercial Blvd
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ANTHONY'S PIZZA HOLDING COMPANY LLC
200 W CYPRESS CREEK RD STE 220
FORT LAUDERDALE FL 33309-2175

ACCOUNT #

0213742078

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BUSINESS ANALYZED CHECKING
August 1, 2017 through August 28, 2017

SUMMARY

Beginning Balance	\$425,058.58	Minimum Daily Balance	\$109,769 -
Deposits & Credits	\$11,992,756.99 +	Average Monthly Statement Balance	\$90,392
Withdrawals	\$6,290,611.45 -		
Fees	\$4,546.93 -		
Automatic Transfers	\$0.00 +		
Checks	\$5,054,913.90 -		
Ending Balance	\$1,067,743.29		

DEPOSITS & CREDITS

08/01	Deposit - Thank You		72.68
08/01	Deposit - Thank You		94.18
08/01	Doordash, Inc. Transfer X	Doordash, Inc.	98.81
08/01	Deposit - Thank You		100.00
08/01	Deposit - Thank You		105.30
08/01	Deposit - Thank You		115.99
08/01	Deposit - Thank You		145.05
08/01	Deposit - Thank You		202.08
08/01	Deposit - Thank You		202.67
08/01	Deposit - Thank You		214.51
08/01	Deposit - Thank You		246.86
08/01	Deposit - Thank You		270.39
08/01	Deposit - Thank You		295.18
08/01	Doordash, Inc. Transfer X	Doordash, Inc.	301.00
08/01	Deposit - Thank You		301.52
08/01	Deposit - Thank You		307.32
08/01	Deposit - Thank You		323.28
08/01	Deposit - Thank You		326.38
08/01	Deposit - Thank You		371.00
08/01	Stephens Distrib Fintech Anthony's Coal 20-1394718		381.64
08/01	Deposit - Thank You		408.88
08/01	Deposit - Thank You		428.92
08/01	Deposit - Thank You		429.29
08/01	Deposit - Thank You		444.38
08/01	Deposit - Thank You		456.24
08/01	Doordash, Inc. Transfer X	Doordash, Inc.	522.07
08/01	Deposit - Thank You		601.61
08/01	Deposit - Thank You		613.37
08/01	Deposit - Thank You		614.39
08/01	Deposit - Thank You		634.54
08/01	Doordash, Inc. Transfer X	Doordash, Inc.	640.64
08/01	Deposit - Thank You		642.46
08/01	Deposit - Thank You		661.71
08/01	Deposit - Thank You		705.33

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DEPOSITS & CREDITS (CONTINUED)

08/01	Deposit - Thank You		720.38
08/01	Deposit - Thank You		723.42
08/01	Deposit - Thank You		736.00
08/01	Doordash, Inc. Transfer X	Doordash, Inc.	745.07
08/01	Deposit - Thank You		747.80
08/01	Deposit - Thank You		822.30
08/01	Deposit - Thank You		838.43
08/01	Deposit - Thank You		858.12
08/01	Deposit - Thank You		859.00
08/01	Deposit - Thank You		875.80
08/01	Deposit - Thank You		883.08
08/01	Deposit - Thank You		887.05
08/01	Deposit - Thank You		927.00
08/01	Deposit - Thank You		981.77
08/01	Deposit - Thank You		982.12
08/01	Deposit - Thank You		989.87
08/01	Deposit - Thank You		1,009.46
08/01	Deposit - Thank You		1,139.28
08/01	Deposit - Thank You		1,193.22
08/01	Deposit - Thank You		1,894.52
08/01	Starbucks Coffee 1010448614	Anthony's Coal 1010448614	8,951.66
08/01	Regions Bank Acct Trans 201394718	Kmay	305,000.00
08/02	Deposit - Thank You		18.10
08/02	Deposit - Thank You		34.64
08/02	Deposit - Thank You		46.40
08/02	Deposit - Thank You		51.32
08/02	Deposit - Thank You		70.27
08/02	Deposit - Thank You		74.36
08/02	Deposit - Thank You		78.71
08/02	Deposit - Thank You		81.73
08/02	Deposit - Thank You		85.34
08/02	Deposit - Thank You		108.52
08/02	Deposit - Thank You		108.85
08/02	Deposit - Thank You		159.50
08/02	Deposit - Thank You		168.58
08/02	Deposit - Thank You		180.06
08/02	Deposit - Thank You		187.41
08/02	Deposit - Thank You		199.92
08/02	Deposit - Thank You		201.95
08/02	Deposit - Thank You		202.51
08/02	Fedway Associate Fintech Anthony's Coal 20-1394718		203.40
08/02	Deposit - Thank You		215.00
08/02	Deposit - Thank You		219.58
08/02	Deposit - Thank You		224.45
08/02	Deposit - Thank You		242.64
08/02	Deposit - Thank You		245.85
08/02	Deposit - Thank You		248.52
08/02	Deposit - Thank You		255.53
08/02	Deposit - Thank You		262.79
08/02	Deposit - Thank You		264.81

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DEPOSITS & CREDITS (CONTINUED)

08/02	Deposit - Thank You	269.42
08/02	Deposit - Thank You	275.94
08/02	Deposit - Thank You	286.10
08/02	Deposit - Thank You	293.35
08/02	Deposit - Thank You	296.13
08/02	Deposit - Thank You	297.42
08/02	Deposit - Thank You	299.16
08/02	Deposit - Thank You	340.15
08/02	Deposit - Thank You	342.42
08/02	Deposit - Thank You	345.11
08/02	Deposit - Thank You	350.08
08/02	Deposit - Thank You	359.40
08/02	Deposit - Thank You	375.49
08/02	Deposit - Thank You	386.12
08/02	Deposit - Thank You	392.94
08/02	Deposit - Thank You	408.38
08/02	Deposit - Thank You	422.91
08/02	Deposit - Thank You	428.41
08/02	Deposit - Thank You	430.38
08/02	Deposit - Thank You	431.06
08/02	Deposit - Thank You	437.43
08/02	Deposit - Thank You	442.00
08/02	Deposit - Thank You	448.84
08/02	Deposit - Thank You	453.22
08/02	Deposit - Thank You	457.81
08/02	Deposit - Thank You	465.16
08/02	Deposit - Thank You	472.71
08/02	Deposit - Thank You	485.29
08/02	Deposit - Thank You	489.91
08/02	Deposit - Thank You	492.41
08/02	Deposit - Thank You	525.32
08/02	Deposit - Thank You	532.00
08/02	Deposit - Thank You	532.71
08/02	Deposit - Thank You	541.48
08/02	Deposit - Thank You	550.91
08/02	Deposit - Thank You	553.89
08/02	Deposit - Thank You	555.00
08/02	Deposit - Thank You	556.38
08/02	Deposit - Thank You	556.63
08/02	Deposit - Thank You	558.37
08/02	Deposit - Thank You	559.01
08/02	Deposit - Thank You	570.14
08/02	Deposit - Thank You	585.43
08/02	Deposit - Thank You	592.27
08/02	Deposit - Thank You	602.43
08/02	Deposit - Thank You	626.64
08/02	Deposit - Thank You	628.40
08/02	Deposit - Thank You	638.50
08/02	Deposit - Thank You	641.45
08/02	Deposit - Thank You	649.40

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DEPOSITS & CREDITS (CONTINUED)

08/02	Deposit - Thank You	682.33
08/02	Deposit - Thank You	683.77
08/02	Deposit - Thank You	699.35
08/02	Deposit - Thank You	701.64
08/02	Deposit - Thank You	702.32
08/02	Deposit - Thank You	713.76
08/02	Deposit - Thank You	717.13
08/02	Deposit - Thank You	723.42
08/02	Deposit - Thank You	753.44
08/02	Deposit - Thank You	753.48
08/02	Deposit - Thank You	754.59
08/02	Deposit - Thank You	758.12
08/02	Deposit - Thank You	776.65
08/02	Deposit - Thank You	795.79
08/02	Deposit - Thank You	815.51
08/02	Deposit - Thank You	821.24
08/02	Deposit - Thank You	821.55
08/02	Deposit - Thank You	849.32
08/02	Deposit - Thank You	851.95
08/02	Deposit - Thank You	865.31
08/02	Deposit - Thank You	869.26
08/02	Deposit - Thank You	874.32
08/02	Deposit - Thank You	893.66
08/02	Deposit - Thank You	897.24
08/02	Deposit - Thank You	904.06
08/02	Deposit - Thank You	904.54
08/02	Deposit - Thank You	921.30
08/02	Deposit - Thank You	934.68
08/02	Deposit - Thank You	935.72
08/02	Deposit - Thank You	940.73
08/02	Deposit - Thank You	959.28
08/02	Deposit - Thank You	960.46
08/02	Deposit - Thank You	978.11
08/02	Deposit - Thank You	1,000.00
08/02	Deposit - Thank You	1,006.64
08/02	Deposit - Thank You	1,008.39
08/02	Deposit - Thank You	1,013.62
08/02	Deposit - Thank You	1,035.68
08/02	Deposit - Thank You	1,047.67
08/02	Deposit - Thank You	1,052.39
08/02	Deposit - Thank You	1,061.24
08/02	Deposit - Thank You	1,101.21
08/02	Deposit - Thank You	1,139.51
08/02	Deposit - Thank You	1,149.55
08/02	Deposit - Thank You	1,150.37
08/02	Deposit - Thank You	1,161.20
08/02	Deposit - Thank You	1,188.74
08/02	Deposit - Thank You	1,219.16
08/02	Deposit - Thank You	1,220.17
08/02	Deposit - Thank You	1,221.42

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DEPOSITS & CREDITS (CONTINUED)

08/02	Deposit - Thank You	1,231.02
08/02	Deposit - Thank You	1,234.46
08/02	Deposit - Thank You	1,269.01
08/02	Deposit - Thank You	1,306.35
08/02	Deposit - Thank You	1,312.19
08/02	Deposit - Thank You	1,319.85
08/02	Deposit - Thank You	1,328.65
08/02	Deposit - Thank You	1,335.45
08/02	Deposit - Thank You	1,344.47
08/02	Deposit - Thank You	1,363.56
08/02	Deposit - Thank You	1,396.95
08/02	Deposit - Thank You	1,489.40
08/02	Deposit - Thank You	1,499.69
08/02	Deposit - Thank You	1,504.46
08/02	Deposit - Thank You	1,516.82
08/02	Deposit - Thank You	1,521.88
08/02	Deposit - Thank You	1,544.22
08/02	Deposit - Thank You	1,546.98
08/02	Deposit - Thank You	1,572.23
08/02	Deposit - Thank You	1,625.74
08/02	Deposit - Thank You	1,645.61
08/02	Deposit - Thank You	1,749.02
08/02	Deposit - Thank You	1,847.90
08/02	Deposit - Thank You	1,892.53
08/02	Deposit - Thank You	1,923.75
08/02	Deposit - Thank You	1,952.96
08/02	Deposit - Thank You	1,991.96
08/02	Uber USA Edi Paymnt Anthony's Pizz 313239015	2,054.99
08/02	Deposit - Thank You	2,073.82
08/02	Deposit - Thank You	2,091.49
08/02	Deposit - Thank You	2,097.96
08/02	Deposit - Thank You	2,110.32
08/02	Deposit - Thank You	2,208.88
08/02	Deposit - Thank You	2,449.88
08/02	Regions Bank Acct Trans 201394718 Kmay	5,000.00
08/02	Regions Bank Acct Trans 201394718 Kmay	5,000.00
08/02	Regions Bank Acct Trans 201394718 Kmay	10,000.00
08/02	Regions Bank Acct Trans 201394718 Kmay	95,000.00
08/03	Deposit - Thank You	1.00
08/03	Deposit - Thank You	3.00
08/03	Deposit - Thank You	10.00
08/03	Deposit - Thank You	80.65
08/03	Deposit - Thank You	112.67
08/03	Deposit - Thank You	145.88
08/03	Deposit - Thank You	146.95
08/03	Deposit - Thank You	160.00
08/03	Deposit - Thank You	203.17
08/03	Deposit - Thank You	232.36
08/03	Account Correction	233.67
08/03	Deposit - Thank You	275.52

Regions Bank
East Commercial Blvd
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ANTHONY'S PIZZA HOLDING COMPANY LLC
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DEPOSITS & CREDITS (CONTINUED)

08/03	Deposit - Thank You	276.53
08/03	Deposit - Thank You	289.16
08/03	Deposit - Thank You	317.74
08/03	Deposit - Thank You	341.53
08/03	Deposit - Thank You	387.34
08/03	Deposit - Thank You	400.10
08/03	Deposit - Thank You	402.09
08/03	Deposit - Thank You	413.88
08/03	Deposit - Thank You	424.81
08/03	Deposit - Thank You	464.00
08/03	Shore Point Dist Fintech Anthony's Coal 20-1394718	467.90
08/03	Deposit - Thank You	468.62
08/03	Deposit - Thank You	468.75
08/03	Deposit - Thank You	477.55
08/03	Deposit - Thank You	489.39
08/03	Deposit - Thank You	498.10
08/03	Deposit - Thank You	512.12
08/03	Deposit - Thank You	513.51
08/03	Deposit - Thank You	544.52
08/03	Deposit - Thank You	558.55
08/03	Deposit - Thank You	561.08
08/03	Deposit - Thank You	598.30
08/03	Deposit - Thank You	603.56
08/03	Deposit - Thank You	618.32
08/03	Deposit - Thank You	647.48
08/03	Deposit - Thank You	649.21
08/03	Deposit - Thank You	649.37
08/03	Deposit - Thank You	649.37
08/03	Deposit - Thank You	664.20
08/03	Deposit - Thank You	672.33
08/03	Deposit - Thank You	693.59
08/03	Deposit - Thank You	694.47
08/03	Deposit - Thank You	694.92
08/03	Deposit - Thank You	748.43
08/03	Deposit - Thank You	758.22
08/03	Deposit - Thank You	783.67
08/03	Deposit - Thank You	783.69
08/03	Deposit - Thank You	787.18
08/03	Deposit - Thank You	795.64
08/03	Deposit - Thank You	809.34
08/03	Deposit - Thank You	821.76
08/03	Deposit - Thank You	827.88
08/03	Deposit - Thank You	836.42
08/03	Deposit - Thank You	851.05
08/03	Deposit - Thank You	890.07
08/03	Deposit - Thank You	895.71
08/03	Deposit - Thank You	902.41
08/03	Deposit - Thank You	907.98
08/03	Deposit - Thank You	932.23
08/03	Deposit - Thank You	936.50

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DEPOSITS & CREDITS (CONTINUED)

08/03	Deposit - Thank You	938.59
08/03	Deposit - Thank You	981.00
08/03	Deposit - Thank You	985.14
08/03	Deposit - Thank You	987.02
08/03	Deposit - Thank You	1,001.63
08/03	Deposit - Thank You	1,012.80
08/03	Deposit - Thank You	1,022.01
08/03	Deposit - Thank You	1,027.96
08/03	Deposit - Thank You	1,041.18
08/03	Deposit - Thank You	1,046.50
08/03	Deposit - Thank You	1,054.54
08/03	Deposit - Thank You	1,056.28
08/03	Deposit - Thank You	1,059.89
08/03	Deposit - Thank You	1,078.90
08/03	Deposit - Thank You	1,096.76
08/03	Deposit - Thank You	1,139.68
08/03	Deposit - Thank You	1,163.57
08/03	Deposit - Thank You	1,198.25
08/03	Deposit - Thank You	1,246.85
08/03	Deposit - Thank You	1,247.99
08/03	Deposit - Thank You	1,266.34
08/03	Deposit - Thank You	1,267.10
08/03	Deposit - Thank You	1,303.66
08/03	Deposit - Thank You	1,309.49
08/03	Deposit - Thank You	1,331.00
08/03	Deposit - Thank You	1,363.39
08/03	Deposit - Thank You	1,376.47
08/03	Deposit - Thank You	1,377.60
08/03	Deposit - Thank You	1,381.16
08/03	Deposit - Thank You	1,390.14
08/03	Deposit - Thank You	1,410.75
08/03	Deposit - Thank You	1,420.90
08/03	Deposit - Thank You	1,431.22
08/03	Deposit - Thank You	1,439.20
08/03	Deposit - Thank You	1,463.93
08/03	Deposit - Thank You	1,478.78
08/03	Deposit - Thank You	1,542.50
08/03	Deposit - Thank You	1,585.84
08/03	Deposit - Thank You	1,635.95
08/03	Deposit - Thank You	1,654.86
08/03	Deposit - Thank You	1,702.20
08/03	Deposit - Thank You	1,729.48
08/03	Deposit - Thank You	1,743.69
08/03	Deposit - Thank You	1,813.71
08/03	Deposit - Thank You	1,857.56
08/03	Deposit - Thank You	1,954.61
08/03	Deposit - Thank You	1,993.33
08/03	Deposit - Thank You	2,010.96
08/03	Deposit - Thank You	2,050.35
08/03	Deposit - Thank You	2,066.95

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DEPOSITS & CREDITS (CONTINUED)

08/03	Deposit - Thank You		2,149.45
08/03	Deposit - Thank You		2,315.81
08/03	Deposit - Thank You		2,402.75
08/03	Deposit - Thank You		2,503.05
08/03	Deposit - Thank You		2,627.50
08/03	Deposit - Thank You		2,747.84
08/03	Deposit - Thank You		2,924.53
08/03	Deposit - Thank You		6,391.02
08/03	Regions Bank Acct Trans 201394718	Kmay	60,000.00
08/03	Regions Bank Acct Trans 201394718	Kmay	210,000.00
08/03	Adv From Cr Line 2580311988		701,973.93
08/04	Quick Deposit - Thank You		11,378.09
08/04	Regions Bank Acct Trans 201394718	Kmay	50,000.00
08/04	Quick Deposit - Thank You		84,040.63
08/04	Regions Bank Acct Trans 201394718	Kmay	235,000.00
08/04	Adv From Cr Line 2580311988		74,453.46
08/07	Deposit - Thank You		55.67
08/07	Deposit - Thank You		70.37
08/07	Deposit - Thank You		72.65
08/07	Deposit - Thank You		81.38
08/07	Deposit - Thank You		82.71
08/07	Deposit - Thank You		95.55
08/07	Deposit - Thank You		105.21
08/07	Deposit - Thank You		115.35
08/07	Deposit - Thank You		121.32
08/07	Deposit - Thank You		121.73
08/07	Deposit - Thank You		132.76
08/07	Deposit - Thank You		156.42
08/07	Deposit - Thank You		157.26
08/07	Deposit - Thank You		172.44
08/07	Deposit - Thank You		175.70
08/07	Deposit - Thank You		188.99
08/07	Deposit - Thank You		194.97
08/07	Deposit - Thank You		195.72
08/07	Deposit - Thank You		204.42
08/07	Deposit - Thank You		217.23
08/07	Deposit - Thank You		220.49
08/07	Deposit - Thank You		241.18
08/07	Deposit - Thank You		275.47
08/07	Deposit - Thank You		289.72
08/07	Deposit - Thank You		299.10
08/07	Deposit - Thank You		319.35
08/07	Deposit - Thank You		321.52
08/07	Deposit - Thank You		322.81
08/07	Deposit - Thank You		331.51
08/07	Deposit - Thank You		333.26
08/07	Deposit - Thank You		339.41
08/07	Deposit - Thank You		348.38
08/07	Deposit - Thank You		351.89
08/07	Deposit - Thank You		351.97

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DEPOSITS & CREDITS (CONTINUED)

08/07	Deposit - Thank You	358.37
08/07	Deposit - Thank You	379.77
08/07	Deposit - Thank You	381.28
08/07	Deposit - Thank You	391.99
08/07	Deposit - Thank You	395.86
08/07	Deposit - Thank You	409.63
08/07	Deposit - Thank You	411.23
08/07	Deposit - Thank You	418.56
08/07	Deposit - Thank You	427.87
08/07	Deposit - Thank You	430.53
08/07	Deposit - Thank You	442.29
08/07	Deposit - Thank You	455.32
08/07	Deposit - Thank You	466.95
08/07	Deposit - Thank You	489.78
08/07	Deposit - Thank You	539.70
08/07	Deposit - Thank You	566.31
08/07	Deposit - Thank You	570.67
08/07	Deposit - Thank You	588.25
08/07	Deposit - Thank You	601.80
08/07	Deposit - Thank You	603.44
08/07	Deposit - Thank You	615.85
08/07	Deposit - Thank You	627.62
08/07	Deposit - Thank You	637.07
08/07	Deposit - Thank You	644.29
08/07	Deposit - Thank You	650.16
08/07	Deposit - Thank You	657.22
08/07	Deposit - Thank You	661.34
08/07	Deposit - Thank You	701.03
08/07	Deposit - Thank You	703.68
08/07	Deposit - Thank You	719.07
08/07	Deposit - Thank You	726.20
08/07	Deposit - Thank You	769.77
08/07	Deposit - Thank You	799.15
08/07	Deposit - Thank You	894.36
08/07	Deposit - Thank You	931.14
08/07	Deposit - Thank You	1,027.85
08/07	Deposit - Thank You	1,276.41
08/07	Deposit - Thank You	1,644.32
08/07	Deposit - Thank You	1,872.93
08/07	Regions Bank Acct Trans 201394718 Kmay	120,000.00
08/07	Regions Bank Acct Trans 201394718 Kmay	975,000.00
08/08	Deposit - Thank You	10.00
08/08	Deposit - Thank You	20.00
08/08	Deposit - Thank You	44.05
08/08	Deposit - Thank You	100.32
08/08	Deposit - Thank You	107.98
08/08	Deposit - Thank You	118.15
08/08	Deposit - Thank You	130.01
08/08	Deposit - Thank You	135.65
08/08	Deposit - Thank You	210.75

Regions Bank
East Commercial Blvd
2660 East Commercial Blvd
Fort Lauderdale, FL 33308

ANTHONY'S PIZZA HOLDING COMPANY LLC
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DEPOSITS & CREDITS (CONTINUED)

08/08	Deposit - Thank You		249.57
08/08	Deposit - Thank You		251.79
08/08	Deposit - Thank You		271.99
08/08	Deposit - Thank You		285.43
08/08	Deposit - Thank You		308.43
08/08	Deposit - Thank You		318.40
08/08	Deposit - Thank You		333.50
08/08	Deposit - Thank You		336.67
08/08	Deposit - Thank You		343.85
08/08	Deposit - Thank You		346.21
08/08	Deposit - Thank You		352.77
08/08	Deposit - Thank You		375.31
08/08	Deposit - Thank You		376.26
08/08	Doordash, Inc. Transfer X	Doordash, Inc.	383.41
08/08	Deposit - Thank You		399.72
08/08	Deposit - Thank You		407.97
08/08	Deposit - Thank You		411.49
08/08	Deposit - Thank You		432.05
08/08	Deposit - Thank You		439.53
08/08	Deposit - Thank You		450.33
08/08	Doordash, Inc. Transfer X	Doordash, Inc.	460.69
08/08	Deposit - Thank You		478.65
08/08	Deposit - Thank You		480.70
08/08	Deposit - Thank You		482.01
08/08	Deposit - Thank You		506.80
08/08	Deposit - Thank You		530.67
08/08	Deposit - Thank You		552.68
08/08	Deposit - Thank You		589.06
08/08	Deposit - Thank You		591.36
08/08	Deposit - Thank You		603.25
08/08	Doordash, Inc. Transfer X	Doordash, Inc.	604.77
08/08	Deposit - Thank You		609.92
08/08	Deposit - Thank You		610.60
08/08	Deposit - Thank You		612.62
08/08	Doordash, Inc. Transfer X	Doordash, Inc.	625.61
08/08	Deposit - Thank You		643.34
08/08	Deposit - Thank You		648.46
08/08	Deposit - Thank You		671.38
08/08	Deposit - Thank You		673.81
08/08	Deposit - Thank You		694.29
08/08	Deposit - Thank You		698.46
08/08	Deposit - Thank You		711.76
08/08	Deposit - Thank You		720.05
08/08	Deposit - Thank You		768.22
08/08	Deposit - Thank You		778.92
08/08	Deposit - Thank You		791.59
08/08	Deposit - Thank You		811.80
08/08	Deposit - Thank You		828.22
08/08	Deposit - Thank You		856.57
08/08	Doordash, Inc. Transfer X	Doordash, Inc.	858.83

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2660 East Commercial Blvd
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DEPOSITS & CREDITS (CONTINUED)

08/08	Deposit - Thank You	872.79
08/08	Deposit - Thank You	901.04
08/08	Deposit - Thank You	910.10
08/08	Deposit - Thank You	923.84
08/08	Deposit - Thank You	936.44
08/08	Deposit - Thank You	937.69
08/08	Deposit - Thank You	948.81
08/08	Deposit - Thank You	963.80
08/08	Deposit - Thank You	964.75
08/08	Deposit - Thank You	1,023.99
08/08	Deposit - Thank You	1,062.93
08/08	Deposit - Thank You	1,070.11
08/08	Deposit - Thank You	1,079.77
08/08	Deposit - Thank You	1,083.92
08/08	Deposit - Thank You	1,100.53
08/08	Deposit - Thank You	1,112.58
08/08	Deposit - Thank You	1,162.50
08/08	Deposit - Thank You	1,163.43
08/08	Deposit - Thank You	1,235.61
08/08	Deposit - Thank You	1,244.66
08/08	Deposit - Thank You	1,249.56
08/08	Deposit - Thank You	1,352.02
08/08	Deposit - Thank You	1,392.67
08/08	Deposit - Thank You	1,400.18
08/08	Deposit - Thank You	1,417.08
08/08	Deposit - Thank You	1,419.14
08/08	Deposit - Thank You	1,506.74
08/08	Deposit - Thank You	1,561.89
08/08	Deposit - Thank You	1,586.05
08/08	Deposit - Thank You	1,596.68
08/08	Deposit - Thank You	1,658.33
08/08	Deposit - Thank You	1,661.81
08/08	Deposit - Thank You	1,678.71
08/08	Deposit - Thank You	1,752.96
08/08	Deposit - Thank You	1,786.48
08/08	Deposit - Thank You	1,789.14
08/08	Deposit - Thank You	1,803.34
08/08	Deposit - Thank You	1,817.26
08/08	Deposit - Thank You	1,817.82
08/08	Deposit - Thank You	1,821.38
08/08	Deposit - Thank You	1,932.01
08/08	Deposit - Thank You	1,994.16
08/08	Deposit - Thank You	2,052.52
08/08	Deposit - Thank You	2,320.70
08/08	Deposit - Thank You	2,351.12
08/08	Deposit - Thank You	2,521.57
08/08	Deposit - Thank You	65,000.00
08/08	Regions Bank Acct Trans 201394718 Kmay	350,000.00
08/08	Regions Bank Acct Trans 201394718 Kmay	8.61
08/09	Deposit - Thank You	8.98
08/09	Deposit - Thank You	

Regions Bank
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2660 East Commercial Blvd
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DEPOSITS & CREDITS (CONTINUED)

08/09	Deposit - Thank You	20.00
08/09	Deposit - Thank You	36.50
08/09	Deposit - Thank You	38.31
08/09	Deposit - Thank You	40.76
08/09	Deposit - Thank You	51.34
08/09	Deposit - Thank You	54.77
08/09	Deposit - Thank You	72.75
08/09	Deposit - Thank You	72.79
08/09	Deposit - Thank You	100.40
08/09	Deposit - Thank You	104.69
08/09	Deposit - Thank You	130.08
08/09	Deposit - Thank You	137.77
08/09	Deposit - Thank You	145.50
08/09	Deposit - Thank You	186.85
08/09	Deposit - Thank You	188.14
08/09	Deposit - Thank You	193.03
08/09	Deposit - Thank You	197.24
08/09	Deposit - Thank You	200.73
08/09	Deposit - Thank You	202.14
08/09	Deposit - Thank You	204.91
08/09	Deposit - Thank You	205.37
08/09	Deposit - Thank You	215.61
08/09	Deposit - Thank You	216.78
08/09	Discovery Benefi Cobra Anthony's Coal 23705000	218.83
08/09	Deposit - Thank You	220.58
08/09	Deposit - Thank You	223.38
08/09	Deposit - Thank You	235.32
08/09	Deposit - Thank You	239.46
08/09	Deposit - Thank You	249.36
08/09	Deposit - Thank You	251.78
08/09	Deposit - Thank You	263.94
08/09	Account Correction	264.01
08/09	Deposit - Thank You	264.56
08/09	Deposit - Thank You	265.07
08/09	Deposit - Thank You	288.66
08/09	Deposit - Thank You	290.53
08/09	Deposit - Thank You	290.99
08/09	Account Correction	298.80
08/09	Deposit - Thank You	308.77
08/09	Deposit - Thank You	309.48
08/09	Deposit - Thank You	320.18
08/09	Deposit - Thank You	327.68
08/09	Deposit - Thank You	334.26
08/09	Deposit - Thank You	344.27
08/09	Deposit - Thank You	374.00
08/09	Deposit - Thank You	376.85
08/09	Deposit - Thank You	377.61
08/09	Deposit - Thank You	387.51
08/09	Deposit - Thank You	391.02
08/09	Deposit - Thank You	410.99

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DEPOSITS & CREDITS (CONTINUED)

08/09	Deposit - Thank You	426.91
08/09	Deposit - Thank You	430.03
08/09	Deposit - Thank You	430.18
08/09	Deposit - Thank You	444.51
08/09	Deposit - Thank You	460.85
08/09	Deposit - Thank You	476.76
08/09	Deposit - Thank You	481.93
08/09	Deposit - Thank You	499.39
08/09	Deposit - Thank You	505.00
08/09	Deposit - Thank You	507.03
08/09	Deposit - Thank You	509.63
08/09	Deposit - Thank You	522.55
08/09	Deposit - Thank You	537.73
08/09	Deposit - Thank You	540.06
08/09	Deposit - Thank You	555.01
08/09	Deposit - Thank You	571.33
08/09	Deposit - Thank You	572.75
08/09	Deposit - Thank You	582.50
08/09	Deposit - Thank You	589.51
08/09	Deposit - Thank You	600.00
08/09	Deposit - Thank You	608.55
08/09	Deposit - Thank You	651.88
08/09	Deposit - Thank You	654.25
08/09	Deposit - Thank You	671.21
08/09	Deposit - Thank You	688.58
08/09	Deposit - Thank You	700.20
08/09	Deposit - Thank You	721.24
08/09	Deposit - Thank You	728.80
08/09	Deposit - Thank You	728.99
08/09	Deposit - Thank You	753.28
08/09	Deposit - Thank You	771.18
08/09	Deposit - Thank You	785.16
08/09	Deposit - Thank You	801.72
08/09	Deposit - Thank You	813.06
08/09	Deposit - Thank You	838.20
08/09	Deposit - Thank You	858.08
08/09	Deposit - Thank You	861.28
08/09	Deposit - Thank You	884.07
08/09	Deposit - Thank You	888.49
08/09	Deposit - Thank You	897.52
08/09	Deposit - Thank You	907.76
08/09	Deposit - Thank You	921.47
08/09	Deposit - Thank You	932.76
08/09	Deposit - Thank You	962.03
08/09	Deposit - Thank You	962.41
08/09	Deposit - Thank You	965.84
08/09	Deposit - Thank You	968.59
08/09	Deposit - Thank You	970.43
08/09	Deposit - Thank You	974.97
08/09	Deposit - Thank You	987.82

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DEPOSITS & CREDITS (CONTINUED)

08/09	Deposit - Thank You	996.55
08/09	Deposit - Thank You	1,065.47
08/09	Deposit - Thank You	1,092.24
08/09	Deposit - Thank You	1,102.14
08/09	Deposit - Thank You	1,184.96
08/09	Deposit - Thank You	1,187.87
08/09	Deposit - Thank You	1,211.32
08/09	Deposit - Thank You	1,264.60
08/09	Deposit - Thank You	1,274.83
08/09	Deposit - Thank You	1,305.47
08/09	Deposit - Thank You	1,451.46
08/09	Deposit - Thank You	1,456.60
08/09	Deposit - Thank You	1,567.46
08/09	Deposit - Thank You	1,904.31
08/09	Uber USA Edi Paymnt Anthony's Pizz 319540609	1,958.10
08/09	Deposit - Thank You	2,546.45
08/09	Deposit - Thank You	150,000.00
08/09	Regions Bank Acct Trans 201394718 Kmay	210,000.00
08/09	Regions Bank Acct Trans 201394718 Kmay	14.48
08/10	Deposit - Thank You	80.16
08/10	Deposit - Thank You	85.61
08/10	Deposit - Thank You	87.00
08/10	Eagle Brands Sal Fintecheft Anthony's Coal 20-1394718	123.61
08/10	Deposit - Thank You	146.73
08/10	Deposit - Thank You	151.01
08/10	Deposit - Thank You	163.42
08/10	Deposit - Thank You	164.58
08/10	Deposit - Thank You	191.64
08/10	Deposit - Thank You	200.00
08/10	Deposit - Thank You	200.90
08/10	Deposit - Thank You	221.76
08/10	Deposit - Thank You	223.23
08/10	Deposit - Thank You	234.79
08/10	Deposit - Thank You	238.74
08/10	Deposit - Thank You	257.09
08/10	Deposit - Thank You	264.77
08/10	Deposit - Thank You	269.33
08/10	Deposit - Thank You	285.49
08/10	Deposit - Thank You	303.20
08/10	Deposit - Thank You	314.44
08/10	Deposit - Thank You	347.24
08/10	Deposit - Thank You	349.74
08/10	Deposit - Thank You	380.13
08/10	Deposit - Thank You	384.10
08/10	Deposit - Thank You	411.45
08/10	Deposit - Thank You	413.05
08/10	Deposit - Thank You	418.73
08/10	Deposit - Thank You	419.32
08/10	Deposit - Thank You	437.63
08/10	Deposit - Thank You	439.12

Regions Bank
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DEPOSITS & CREDITS (CONTINUED)

08/10	Deposit - Thank You	460.47
08/10	Deposit - Thank You	468.01
08/10	Deposit - Thank You	472.84
08/10	Deposit - Thank You	475.98
08/10	Deposit - Thank You	484.68
08/10	Deposit - Thank You	486.74
08/10	Deposit - Thank You	489.28
08/10	Deposit - Thank You	526.40
08/10	Deposit - Thank You	529.81
08/10	Deposit - Thank You	535.02
08/10	Deposit - Thank You	554.15
08/10	Deposit - Thank You	577.46
08/10	Deposit - Thank You	587.77
08/10	Deposit - Thank You	606.18
08/10	Deposit - Thank You	619.84
08/10	Deposit - Thank You	636.88
08/10	Deposit - Thank You	655.79
08/10	Deposit - Thank You	667.09
08/10	Deposit - Thank You	688.14
08/10	Deposit - Thank You	691.91
08/10	Deposit - Thank You	696.93
08/10	Deposit - Thank You	704.16
08/10	Deposit - Thank You	704.28
08/10	Deposit - Thank You	711.83
08/10	Deposit - Thank You	721.27
08/10	Deposit - Thank You	729.00
08/10	Deposit - Thank You	747.09
08/10	Deposit - Thank You	749.85
08/10	Deposit - Thank You	797.65
08/10	Deposit - Thank You	825.70
08/10	Deposit - Thank You	874.15
08/10	Deposit - Thank You	881.73
08/10	Deposit - Thank You	887.29
08/10	Deposit - Thank You	891.02
08/10	Deposit - Thank You	901.72
08/10	Deposit - Thank You	903.36
08/10	Deposit - Thank You	912.51
08/10	Deposit - Thank You	999.27
08/10	Deposit - Thank You	1,006.64
08/10	Deposit - Thank You	1,011.17
08/10	Deposit - Thank You	1,021.30
08/10	Deposit - Thank You	1,022.52
08/10	Deposit - Thank You	1,045.39
08/10	Deposit - Thank You	1,049.67
08/10	Deposit - Thank You	1,049.92
08/10	Deposit - Thank You	1,055.56
08/10	Deposit - Thank You	1,064.37
08/10	Deposit - Thank You	1,075.01
08/10	Deposit - Thank You	1,119.03
08/10	Deposit - Thank You	1,150.93

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DEPOSITS & CREDITS (CONTINUED)

08/10	Deposit - Thank You	1,151.74
08/10	Deposit - Thank You	1,190.68
08/10	Deposit - Thank You	1,200.95
08/10	Deposit - Thank You	1,208.76
08/10	Deposit - Thank You	1,216.83
08/10	Deposit - Thank You	1,262.39
08/10	Deposit - Thank You	1,276.15
08/10	Deposit - Thank You	1,316.29
08/10	Deposit - Thank You	1,338.58
08/10	Deposit - Thank You	1,361.28
08/10	Deposit - Thank You	1,368.03
08/10	Deposit - Thank You	1,405.83
08/10	Deposit - Thank You	1,422.04
08/10	Deposit - Thank You	1,426.53
08/10	Deposit - Thank You	1,445.76
08/10	Deposit - Thank You	1,457.02
08/10	Deposit - Thank You	1,467.14
08/10	Deposit - Thank You	1,484.39
08/10	Deposit - Thank You	1,523.16
08/10	Deposit - Thank You	1,536.53
08/10	Deposit - Thank You	1,554.08
08/10	Deposit - Thank You	1,572.84
08/10	Deposit - Thank You	1,575.74
08/10	Deposit - Thank You	1,609.24
08/10	Deposit - Thank You	1,639.37
08/10	Deposit - Thank You	1,670.10
08/10	Deposit - Thank You	1,690.50
08/10	Deposit - Thank You	1,691.67
08/10	Deposit - Thank You	1,714.23
08/10	Deposit - Thank You	1,721.85
08/10	Deposit - Thank You	1,796.91
08/10	Deposit - Thank You	1,845.41
08/10	Deposit - Thank You	1,853.36
08/10	Deposit - Thank You	1,882.11
08/10	Deposit - Thank You	1,882.48
08/10	Deposit - Thank You	1,900.12
08/10	Deposit - Thank You	1,901.64
08/10	Deposit - Thank You	1,941.65
08/10	Deposit - Thank You	1,966.10
08/10	Deposit - Thank You	1,969.95
08/10	Deposit - Thank You	2,132.91
08/10	Deposit - Thank You	2,168.50
08/10	Deposit - Thank You	2,229.55
08/10	Deposit - Thank You	2,251.71
08/10	Deposit - Thank You	2,256.12
08/10	Deposit - Thank You	2,271.86
08/10	Deposit - Thank You	2,318.86
08/10	Deposit - Thank You	2,346.49
08/10	Deposit - Thank You	2,905.26
08/10	Regions Bank Acct Trans 201394718 Kmay	60,000.00

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08/10	Regions Bank	Acct Trans 201394718	Kmay	195,000.00
08/11	Deposit - Thank You			1.00
08/11	Quick Deposit - Thank You			34,205.03
08/11	Regions Bank	Acct Trans 201394718	Kmay	45,000.00
08/11	Regions Bank	Acct Trans 201394718	Kmay	230,000.00
08/14	Deposit - Thank You			1.13
08/14	Deposit - Thank You			4.80
08/14	Deposit - Thank You			7.28
08/14	Deposit - Thank You			8.21
08/14	Deposit - Thank You			15.36
08/14	Deposit - Thank You			48.55
08/14	Deposit - Thank You			52.69
08/14	Deposit - Thank You			62.33
08/14	Deposit - Thank You			68.79
08/14	Deposit - Thank You			75.41
08/14	Deposit - Thank You			78.44
08/14	Deposit - Thank You			89.50
08/14	Deposit - Thank You			105.35
08/14	Deposit - Thank You			109.69
08/14	Deposit - Thank You			115.66
08/14	Deposit - Thank You			117.93
08/14	Deposit - Thank You			121.46
08/14	Deposit - Thank You			124.14
08/14	Deposit - Thank You			127.65
08/14	Deposit - Thank You			144.11
08/14	Deposit - Thank You			151.88
08/14	Deposit - Thank You			166.24
08/14	Deposit - Thank You			179.00
08/14	Deposit - Thank You			179.42
08/14	Deposit - Thank You			182.32
08/14	Deposit - Thank You			185.63
08/14	Account Correction			186.26
08/14	Deposit - Thank You			189.75
08/14	Deposit - Thank You			199.89
08/14	Deposit - Thank You			261.85
08/14	Deposit - Thank You			273.30
08/14	Deposit - Thank You			273.64
08/14	Deposit - Thank You			284.36
08/14	Deposit - Thank You			293.98
08/14	Deposit - Thank You			306.31
08/14	Deposit - Thank You			313.22
08/14	Deposit - Thank You			320.16
08/14	Deposit - Thank You			339.00
08/14	Deposit - Thank You			348.15
08/14	Deposit - Thank You			364.51
08/14	Deposit - Thank You			366.11
08/14	Deposit - Thank You			384.64
08/14	Deposit - Thank You			397.11
08/14	Deposit - Thank You			429.25
08/14	Deposit - Thank You			440.13

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DEPOSITS & CREDITS (CONTINUED)

08/14	Deposit - Thank You	446.48
08/14	Deposit - Thank You	452.98
08/14	Deposit - Thank You	479.56
08/14	Deposit - Thank You	481.79
08/14	Deposit - Thank You	493.14
08/14	Deposit - Thank You	501.65
08/14	Deposit - Thank You	517.09
08/14	Deposit - Thank You	533.03
08/14	Deposit - Thank You	556.54
08/14	Deposit - Thank You	560.02
08/14	Deposit - Thank You	561.05
08/14	Deposit - Thank You	575.59
08/14	Deposit - Thank You	578.55
08/14	Deposit - Thank You	597.51
08/14	Deposit - Thank You	602.94
08/14	Deposit - Thank You	615.68
08/14	Deposit - Thank You	622.55
08/14	Deposit - Thank You	641.87
08/14	Deposit - Thank You	656.07
08/14	Deposit - Thank You	661.59
08/14	Deposit - Thank You	662.36
08/14	Deposit - Thank You	698.10
08/14	Deposit - Thank You	749.51
08/14	Deposit - Thank You	762.05
08/14	Deposit - Thank You	856.13
08/14	Deposit - Thank You	860.01
08/14	Deposit - Thank You	1,075.87
08/14	Deposit - Thank You	1,334.14
08/14	Regions Bank Acct Trans 201394718 Kmay	185,000.00
08/14	Regions Bank Acct Trans 201394718 Kmay	995,000.00
08/15	Allied Beverage Fintech Anthony's Coal 20-1394718	23.55
08/15	D. Bertoline & S Fintech Anthony's Coal 20-1394718	39.75
08/15	Deposit - Thank You	99.71
08/15	Deposit - Thank You	194.83
08/15	Deposit - Thank You	196.56
08/15	Deposit - Thank You	210.65
08/15	Deposit - Thank You	229.41
08/15	Deposit - Thank You	271.39
08/15	Doordash, Inc. Transfer X Doordash, Inc.	279.91
08/15	Deposit - Thank You	281.45
08/15	Deposit - Thank You	281.72
08/15	Deposit - Thank You	294.54
08/15	Deposit - Thank You	327.01
08/15	Deposit - Thank You	337.09
08/15	Deposit - Thank You	349.99
08/15	S.K.I. Wholesale Fintech Anthony's Coal 20-1394718	356.41
08/15	Deposit - Thank You	362.67
08/15	Deposit - Thank You	370.62
08/15	Deposit - Thank You	380.00
08/15	Deposit - Thank You	384.16

Regions Bank
East Commercial Blvd
2660 East Commercial Blvd
Fort Lauderdale, FL 33308

ANTHONY'S PIZZA HOLDING COMPANY LLC
200 W CYPRESS CREEK RD STE 220
FORT LAUDERDALE FL 33309-2175

ACCOUNT #

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DEPOSITS & CREDITS (CONTINUED)

08/15	Deposit - Thank You		385.02
08/15	Deposit - Thank You		388.07
08/15	Deposit - Thank You		414.34
08/15	Deposit - Thank You		419.89
08/15	Deposit - Thank You		434.13
08/15	Deposit - Thank You		443.27
08/15	Deposit - Thank You		468.15
08/15	Deposit - Thank You		481.32
08/15	Deposit - Thank You		491.20
08/15	Deposit - Thank You		507.01
08/15	Deposit - Thank You		518.02
08/15	Deposit - Thank You		535.26
08/15	Deposit - Thank You		544.61
08/15	Deposit - Thank You		545.22
08/15	Deposit - Thank You		552.52
08/15	Deposit - Thank You		559.01
08/15	Deposit - Thank You		575.55
08/15	Deposit - Thank You		581.33
08/15	Deposit - Thank You		582.23
08/15	Deposit - Thank You		584.98
08/15	Deposit - Thank You		592.22
08/15	Deposit - Thank You		606.44
08/15	Deposit - Thank You		613.10
08/15	Doordash, Inc. Transfer X	Doordash, Inc.	613.77
08/15	Deposit - Thank You		620.33
08/15	Deposit - Thank You		629.37
08/15	Deposit - Thank You		634.06
08/15	Deposit - Thank You		672.44
08/15	Deposit - Thank You		675.20
08/15	Deposit - Thank You		675.71
08/15	Deposit - Thank You		693.05
08/15	Deposit - Thank You		702.79
08/15	Deposit - Thank You		711.76
08/15	Deposit - Thank You		729.53
08/15	Deposit - Thank You		746.34
08/15	Deposit - Thank You		765.27
08/15	Deposit - Thank You		770.84
08/15	Doordash, Inc. Transfer X	Doordash, Inc.	772.88
08/15	Deposit - Thank You		789.96
08/15	Deposit - Thank You		792.25
08/15	Deposit - Thank You		809.53
08/15	Deposit - Thank You		852.68
08/15	Doordash, Inc. Transfer X	Doordash, Inc.	855.21
08/15	Deposit - Thank You		871.67
08/15	Deposit - Thank You		877.14
08/15	Deposit - Thank You		895.00
08/15	Deposit - Thank You		920.36
08/15	Deposit - Thank You		959.32
08/15	Deposit - Thank You		990.53
08/15	Deposit - Thank You		990.53

Regions Bank
 East Commercial Blvd
 2660 East Commercial Blvd
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ANTHONY'S PIZZA HOLDING COMPANY LLC
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 FORT LAUDERDALE FL 33309-2175

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DEPOSITS & CREDITS (CONTINUED)

08/15	Deposit - Thank You		999.44
08/15	Deposit - Thank You		1,002.21
08/15	Deposit - Thank You		1,008.99
08/15	Deposit - Thank You		1,035.75
08/15	Deposit - Thank You		1,041.22
08/15	Deposit - Thank You		1,043.63
08/15	Deposit - Thank You		1,047.92
08/15	Deposit - Thank You		1,083.50
08/15	Deposit - Thank You		1,087.07
08/15	Deposit - Thank You		1,090.61
08/15	Deposit - Thank You		1,099.87
08/15	Deposit - Thank You		1,120.06
08/15	Deposit - Thank You		1,144.30
08/15	Deposit - Thank You		1,207.69
08/15	Deposit - Thank You		1,263.36
08/15	Deposit - Thank You		1,271.21
08/15	Deposit - Thank You		1,271.73
08/15	Doordash, Inc. Transfer X	Doordash, Inc.	1,281.96
08/15	Deposit - Thank You		1,299.85
08/15	Deposit - Thank You		1,305.42
08/15	Deposit - Thank You		1,327.73
08/15	Deposit - Thank You		1,330.39
08/15	Deposit - Thank You		1,375.12
08/15	Deposit - Thank You		1,401.41
08/15	Deposit - Thank You		1,436.92
08/15	Deposit - Thank You		1,498.96
08/15	Deposit - Thank You		1,579.02
08/15	Deposit - Thank You		1,633.94
08/15	Deposit - Thank You		1,697.67
08/15	Deposit - Thank You		1,711.13
08/15	Deposit - Thank You		1,789.15
08/15	Deposit - Thank You		1,851.60
08/15	Deposit - Thank You		1,869.44
08/15	Deposit - Thank You		1,960.51
08/15	Deposit - Thank You		1,975.90
08/15	Deposit - Thank You		2,080.40
08/15	Deposit - Thank You		2,087.08
08/15	Regions Bank Acct Trans 201394718	Kmay	5,000.00
08/15	Regions Bank Acct Trans 201394718	Kmay	5,000.00
08/15	Regions Bank Acct Trans 201394718	Kmay	5,000.00
08/15	Quick Deposit - Thank You		75,407.41
08/15	Regions Bank Acct Trans 201394718	Kmay	330,000.00
08/16	Deposit - Thank You		4.54
08/16	Deposit - Thank You		9.21
08/16	Deposit - Thank You		13.00
08/16	Deposit - Thank You		31.24
08/16	Deposit - Thank You		38.93
08/16	Deposit - Thank You		42.10
08/16	Deposit - Thank You		46.07
08/16	Deposit - Thank You		52.14

Regions Bank
East Commercial Blvd
2660 East Commercial Blvd
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ANTHONY'S PIZZA HOLDING COMPANY LLC
200 W CYPRESS CREEK RD STE 220
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DEPOSITS & CREDITS (CONTINUED)

08/16	Deposit - Thank You	68.95
08/16	Deposit - Thank You	71.38
08/16	Deposit - Thank You	82.50
08/16	Deposit - Thank You	86.88
08/16	Deposit - Thank You	132.34
08/16	Deposit - Thank You	135.73
08/16	Deposit - Thank You	138.45
08/16	Deposit - Thank You	148.32
08/16	Deposit - Thank You	166.76
08/16	Deposit - Thank You	167.68
08/16	Deposit - Thank You	178.88
08/16	Deposit - Thank You	182.78
08/16	Deposit - Thank You	188.44
08/16	Deposit - Thank You	191.04
08/16	Deposit - Thank You	200.00
08/16	Deposit - Thank You	206.88
08/16	Deposit - Thank You	215.37
08/16	Deposit - Thank You	241.35
08/16	Deposit - Thank You	246.91
08/16	Deposit - Thank You	249.56
08/16	Deposit - Thank You	256.13
08/16	Deposit - Thank You	259.24
08/16	Deposit - Thank You	260.68
08/16	Deposit - Thank You	271.76
08/16	Deposit - Thank You	272.86
08/16	Deposit - Thank You	273.94
08/16	Deposit - Thank You	276.07
08/16	Deposit - Thank You	299.34
08/16	Deposit - Thank You	300.83
08/16	Deposit - Thank You	304.93
08/16	Deposit - Thank You	309.40
08/16	Deposit - Thank You	314.53
08/16	Deposit - Thank You	318.66
08/16	Deposit - Thank You	345.91
08/16	Deposit - Thank You	350.86
08/16	Deposit - Thank You	351.98
08/16	Deposit - Thank You	365.77
08/16	Deposit - Thank You	375.83
08/16	Deposit - Thank You	392.21
08/16	Deposit - Thank You	407.97
08/16	Deposit - Thank You	410.37
08/16	Deposit - Thank You	417.86
08/16	Deposit - Thank You	417.87
08/16	Deposit - Thank You	424.09
08/16	Deposit - Thank You	428.78
08/16	Deposit - Thank You	433.92
08/16	Deposit - Thank You	436.41
08/16	Deposit - Thank You	452.94
08/16	Deposit - Thank You	453.73
08/16	Deposit - Thank You	453.74

Regions Bank
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2660 East Commercial Blvd
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ANTHONY'S PIZZA HOLDING COMPANY LLC
200 W CYPRESS CREEK RD STE 220
FORT LAUDERDALE FL 33309-2175

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DEPOSITS & CREDITS (CONTINUED)

08/16	Deposit - Thank You	470.59
08/16	Deposit - Thank You	474.88
08/16	Deposit - Thank You	479.63
08/16	Deposit - Thank You	503.19
08/16	Deposit - Thank You	504.48
08/16	Deposit - Thank You	522.13
08/16	Deposit - Thank You	531.44
08/16	Deposit - Thank You	534.73
08/16	Deposit - Thank You	540.03
08/16	Deposit - Thank You	542.81
08/16	Deposit - Thank You	556.95
08/16	Deposit - Thank You	559.64
08/16	Deposit - Thank You	566.22
08/16	Deposit - Thank You	571.89
08/16	Deposit - Thank You	576.58
08/16	Deposit - Thank You	609.12
08/16	Deposit - Thank You	636.49
08/16	Deposit - Thank You	640.64
08/16	Deposit - Thank You	649.02
08/16	Deposit - Thank You	654.00
08/16	Deposit - Thank You	737.63
08/16	Deposit - Thank You	743.37
08/16	Deposit - Thank You	758.35
08/16	Deposit - Thank You	784.97
08/16	Deposit - Thank You	821.03
08/16	Deposit - Thank You	821.23
08/16	Deposit - Thank You	831.52
08/16	Deposit - Thank You	861.47
08/16	Deposit - Thank You	864.75
08/16	Deposit - Thank You	883.42
08/16	Deposit - Thank You	909.22
08/16	Deposit - Thank You	913.90
08/16	Deposit - Thank You	930.78
08/16	Deposit - Thank You	932.14
08/16	Deposit - Thank You	941.96
08/16	Deposit - Thank You	953.65
08/16	Deposit - Thank You	969.07
08/16	Deposit - Thank You	1,016.12
08/16	Deposit - Thank You	1,087.84
08/16	Deposit - Thank You	1,120.90
08/16	Deposit - Thank You	1,131.74
08/16	Deposit - Thank You	1,159.63
08/16	Deposit - Thank You	1,175.37
08/16	Deposit - Thank You	1,176.17
08/16	Deposit - Thank You	1,272.53
08/16	Deposit - Thank You	1,441.54
08/16	Deposit - Thank You	1,527.97
08/16	Deposit - Thank You	1,539.72
08/16	Deposit - Thank You	2,058.11
08/16	Uber USA Edi Paymnt Anthony's Pizz 325567671	160,000.00
08/16	Regions Bank Acct Trans 201394718 Kmay	

Regions Bank
East Commercial Blvd
2660 East Commercial Blvd
Fort Lauderdale, FL 33308

ANTHONY'S PIZZA HOLDING COMPANY LLC
200 W CYPRESS CREEK RD STE 220
FORT LAUDERDALE FL 33309-2175

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DEPOSITS & CREDITS (CONTINUED)

08/16	Regions Bank Acct Trans 201394718	Kmay	215,000.00
08/17	Deposit - Thank You		2.00
08/17	Deposit - Thank You		4.00
08/17	Deposit - Thank You		23.12
08/17	Deposit - Thank You		44.87
08/17	Deposit - Thank You		137.32
08/17	Deposit - Thank You		144.27
08/17	Deposit - Thank You		190.95
08/17	Deposit - Thank You		192.85
08/17	Deposit - Thank You		237.87
08/17	Deposit - Thank You		255.53
08/17	Deposit - Thank You		299.17
08/17	Deposit - Thank You		312.81
08/17	Deposit - Thank You		317.75
08/17	Deposit - Thank You		357.01
08/17	Deposit - Thank You		369.51
08/17	Deposit - Thank You		383.88
08/17	Deposit - Thank You		389.11
08/17	Deposit - Thank You		394.02
08/17	Deposit - Thank You		412.57
08/17	Deposit - Thank You		434.14
08/17	Deposit - Thank You		453.65
08/17	Deposit - Thank You		469.54
08/17	Deposit - Thank You		473.03
08/17	Deposit - Thank You		474.71
08/17	Deposit - Thank You		475.43
08/17	Deposit - Thank You		485.90
08/17	Deposit - Thank You		486.52
08/17	Deposit - Thank You		493.09
08/17	Deposit - Thank You		507.55
08/17	Deposit - Thank You		514.20
08/17	Deposit - Thank You		518.80
08/17	Deposit - Thank You		519.22
08/17	Deposit - Thank You		527.48
08/17	Deposit - Thank You		535.88
08/17	Deposit - Thank You		540.27
08/17	Deposit - Thank You		541.46
08/17	Deposit - Thank You		546.92
08/17	Deposit - Thank You		562.91
08/17	Deposit - Thank You		581.69
08/17	Deposit - Thank You		587.25
08/17	Deposit - Thank You		591.93
08/17	Deposit - Thank You		592.44
08/17	Deposit - Thank You		606.74
08/17	Deposit - Thank You		611.32
08/17	Deposit - Thank You		618.66
08/17	Deposit - Thank You		655.39
08/17	Deposit - Thank You		681.83
08/17	Deposit - Thank You		685.45
08/17	Deposit - Thank You		687.08

Regions Bank
East Commercial Blvd
2660 East Commercial Blvd
Fort Lauderdale, FL 33308

ANTHONY'S PIZZA HOLDING COMPANY LLC
200 W CYPRESS CREEK RD STE 220
FORT LAUDERDALE FL 33309-2175

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Enclosures 23
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DEPOSITS & CREDITS (CONTINUED)

08/17	Deposit - Thank You	692.98
08/17	Deposit - Thank You	694.15
08/17	Deposit - Thank You	697.51
08/17	Deposit - Thank You	714.75
08/17	Deposit - Thank You	767.77
08/17	Deposit - Thank You	779.01
08/17	Deposit - Thank You	779.38
08/17	Deposit - Thank You	789.18
08/17	Deposit - Thank You	790.00
08/17	Deposit - Thank You	820.96
08/17	Deposit - Thank You	832.41
08/17	Deposit - Thank You	839.13
08/17	Deposit - Thank You	853.90
08/17	Deposit - Thank You	860.35
08/17	Deposit - Thank You	874.02
08/17	Deposit - Thank You	884.55
08/17	Deposit - Thank You	887.75
08/17	Deposit - Thank You	966.04
08/17	Deposit - Thank You	976.71
08/17	Deposit - Thank You	979.32
08/17	Deposit - Thank You	984.56
08/17	Deposit - Thank You	990.91
08/17	Deposit - Thank You	993.78
08/17	Deposit - Thank You	1,004.66
08/17	Deposit - Thank You	1,005.15
08/17	Deposit - Thank You	1,015.61
08/17	Deposit - Thank You	1,038.79
08/17	Deposit - Thank You	1,041.82
08/17	Deposit - Thank You	1,051.20
08/17	Deposit - Thank You	1,100.80
08/17	Deposit - Thank You	1,115.40
08/17	Deposit - Thank You	1,137.58
08/17	Deposit - Thank You	1,177.65
08/17	Deposit - Thank You	1,179.78
08/17	Deposit - Thank You	1,196.07
08/17	Deposit - Thank You	1,198.69
08/17	Deposit - Thank You	1,231.59
08/17	Deposit - Thank You	1,305.42
08/17	Deposit - Thank You	1,315.29
08/17	Deposit - Thank You	1,329.11
08/17	Deposit - Thank You	1,336.71
08/17	Deposit - Thank You	1,357.01
08/17	Deposit - Thank You	1,384.63
08/17	Deposit - Thank You	1,395.25
08/17	Deposit - Thank You	1,403.17
08/17	Deposit - Thank You	1,411.25
08/17	Deposit - Thank You	1,429.62
08/17	Deposit - Thank You	1,459.47
08/17	Deposit - Thank You	1,476.37
08/17	Deposit - Thank You	1,502.01

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DEPOSITS & CREDITS (CONTINUED)

08/17	Deposit - Thank You		1,515.33
08/17	Deposit - Thank You		1,555.85
08/17	Deposit - Thank You		1,586.70
08/17	Deposit - Thank You		1,621.13
08/17	Deposit - Thank You		1,657.14
08/17	Deposit - Thank You		1,764.40
08/17	Deposit - Thank You		1,771.08
08/17	Deposit - Thank You		1,797.82
08/17	Deposit - Thank You		1,819.04
08/17	Deposit - Thank You		1,840.11
08/17	Deposit - Thank You		1,871.84
08/17	Deposit - Thank You		1,880.88
08/17	Deposit - Thank You		1,888.15
08/17	Deposit - Thank You		1,933.45
08/17	Deposit - Thank You		1,934.56
08/17	Deposit - Thank You		1,982.41
08/17	Deposit - Thank You		1,988.68
08/17	Deposit - Thank You		2,003.81
08/17	Deposit - Thank You		2,010.86
08/17	Deposit - Thank You		2,046.01
08/17	Deposit - Thank You		2,047.45
08/17	Deposit - Thank You		2,123.80
08/17	Deposit - Thank You		2,150.06
08/17	Deposit - Thank You		2,435.43
08/17	Deposit - Thank You		3,104.28
08/17	Deposit - Thank You		60,000.00
08/17	Regions Bank Acct Trans 201394718	Kmay	220,000.00
08/17	Regions Bank Acct Trans 201394718	Kmay	82,910.39
08/17	Adv From Cr Line 2580311988		1.00
08/18	Deposit - Thank You		60,000.00
08/18	Regions Bank Acct Trans 201394718	Kmay	235,000.00
08/18	Regions Bank Acct Trans 201394718	Kmay	206,210.36
08/18	Adv From Cr Line 2580311988		13.64
08/21	Deposit - Thank You		24.74
08/21	Deposit - Thank You		25.01
08/21	Ub Distributors Fintecheft Anthony's Coal 20-1394718		26.11
08/21	Deposit - Thank You		32.29
08/21	Deposit - Thank You		41.64
08/21	Deposit - Thank You		56.60
08/21	Deposit - Thank You		57.58
08/21	Deposit - Thank You		77.07
08/21	Deposit - Thank You		84.35
08/21	Deposit - Thank You		87.76
08/21	Deposit - Thank You		87.81
08/21	Deposit - Thank You		88.59
08/21	Deposit - Thank You		92.41
08/21	Deposit - Thank You		101.79
08/21	Deposit - Thank You		108.43
08/21	Deposit - Thank You		114.45
08/21	Deposit - Thank You		118.86

Regions Bank
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ANTHONY'S PIZZA HOLDING COMPANY LLC
200 W CYPRESS CREEK RD STE 220
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DEPOSITS & CREDITS (CONTINUED)

08/21	Deposit - Thank You	119.68
08/21	Deposit - Thank You	123.66
08/21	Deposit - Thank You	126.56
08/21	Deposit - Thank You	129.94
08/21	Deposit - Thank You	131.60
08/21	Deposit - Thank You	141.00
08/21	Stephens Distrib Fintecheft Anthony's Coal 20-1394718	145.90
08/21	Deposit - Thank You	146.46
08/21	Deposit - Thank You	154.43
08/21	Deposit - Thank You	161.19
08/21	Deposit - Thank You	161.81
08/21	Deposit - Thank You	168.89
08/21	Deposit - Thank You	171.94
08/21	Deposit - Thank You	175.00
08/21	Deposit - Thank You	177.85
08/21	Deposit - Thank You	178.51
08/21	Deposit - Thank You	184.68
08/21	Deposit - Thank You	199.91
08/21	Deposit - Thank You	203.46
08/21	Deposit - Thank You	212.43
08/21	Deposit - Thank You	241.57
08/21	Deposit - Thank You	247.85
08/21	Deposit - Thank You	248.59
08/21	Deposit - Thank You	249.79
08/21	Deposit - Thank You	251.51
08/21	Deposit - Thank You	252.22
08/21	Deposit - Thank You	253.71
08/21	Deposit - Thank You	264.87
08/21	Deposit - Thank You	267.59
08/21	Deposit - Thank You	270.04
08/21	Deposit - Thank You	271.72
08/21	Deposit - Thank You	293.77
08/21	Deposit - Thank You	341.95
08/21	Deposit - Thank You	344.86
08/21	Deposit - Thank You	366.57
08/21	Deposit - Thank You	376.62
08/21	Deposit - Thank You	382.77
08/21	Deposit - Thank You	389.54
08/21	Deposit - Thank You	400.20
08/21	Deposit - Thank You	409.52
08/21	Deposit - Thank You	418.30
08/21	Deposit - Thank You	429.46
08/21	Deposit - Thank You	442.66
08/21	Deposit - Thank You	449.31
08/21	Deposit - Thank You	454.08
08/21	Deposit - Thank You	465.37
08/21	Deposit - Thank You	473.65
08/21	Deposit - Thank You	474.63
08/21	Deposit - Thank You	485.58
08/21	Deposit - Thank You	488.69

Regions Bank
 East Commercial Blvd
 2660 East Commercial Blvd
 Fort Lauderdale, FL 33308

ANTHONY'S PIZZA HOLDING COMPANY LLC
 200 W CYPRESS CREEK RD STE 220
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DEPOSITS & CREDITS (CONTINUED)

08/21	Deposit - Thank You	497.48
08/21	Deposit - Thank You	509.45
08/21	Deposit - Thank You	528.14
08/21	Deposit - Thank You	546.00
08/21	Deposit - Thank You	549.28
08/21	Deposit - Thank You	554.17
08/21	Deposit - Thank You	574.44
08/21	Deposit - Thank You	580.65
08/21	Deposit - Thank You	594.61
08/21	Deposit - Thank You	611.63
08/21	Deposit - Thank You	624.22
08/21	Deposit - Thank You	643.96
08/21	Deposit - Thank You	650.99
08/21	Deposit - Thank You	665.78
08/21	Deposit - Thank You	679.98
08/21	Deposit - Thank You	701.41
08/21	Deposit - Thank You	717.66
08/21	Deposit - Thank You	720.85
08/21	Deposit - Thank You	754.02
08/21	Deposit - Thank You	776.21
08/21	Deposit - Thank You	786.86
08/21	Deposit - Thank You	813.91
08/21	Deposit - Thank You	911.07
08/21	Deposit - Thank You	976.56
08/21	Deposit - Thank You	990.34
08/21	Deposit - Thank You	1,096.71
08/21	Deposit - Thank You	70,059.40
08/21	Quick Deposit - Thank You	170,000.00
08/21	Regions Bank Acct Trans 201394718 Kmay	995,000.00
08/21	Regions Bank Acct Trans 201394718 Kmay	0.50
08/22	Southern Glazer' Fintech Anthony's Coal 20-1394718	15.82
08/22	Deposit - Thank You	20.00
08/22	Account Correction	44.91
08/22	Deposit - Thank You	107.27
08/22	Deposit - Thank You	148.39
08/22	Deposit - Thank You	160.86
08/22	Deposit - Thank You	166.89
08/22	Deposit - Thank You	168.74
08/22	American Bd Comp Fintech Anthony's Coal 20-1394718	186.30
08/22	Deposit - Thank You	217.04
08/22	Deposit - Thank You	223.33
08/22	Deposit - Thank You	227.08
08/22	Deposit - Thank You	228.22
08/22	Deposit - Thank You	232.59
08/22	Doordash, Inc. Transfer X Doordash, Inc.	256.03
08/22	Deposit - Thank You	262.73
08/22	Deposit - Thank You	301.96
08/22	Deposit - Thank You	325.00
08/22	Deposit - Thank You	333.95
08/22	Deposit - Thank You	344.87
08/22	Deposit - Thank You	

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DEPOSITS & CREDITS (CONTINUED)

08/22	Deposit - Thank You		352.34
08/22	Deposit - Thank You		367.90
08/22	Deposit - Thank You		371.93
08/22	Deposit - Thank You		388.74
08/22	Deposit - Thank You		390.11
08/22	Deposit - Thank You		393.96
08/22	Deposit - Thank You		408.75
08/22	Deposit - Thank You		451.00
08/22	Deposit - Thank You		451.29
08/22	Deposit - Thank You		454.98
08/22	Deposit - Thank You		456.50
08/22	Deposit - Thank You		464.03
08/22	Deposit - Thank You		490.04
08/22	Deposit - Thank You		495.31
08/22	Deposit - Thank You		542.83
08/22	Deposit - Thank You		554.27
08/22	Deposit - Thank You		559.30
08/22	Deposit - Thank You		562.64
08/22	Deposit - Thank You		572.54
08/22	Deposit - Thank You		602.41
08/22	Doordash, Inc. Transfer X	Doordash, Inc.	607.06
08/22	Deposit - Thank You		607.13
08/22	Deposit - Thank You		620.41
08/22	Deposit - Thank You		630.53
08/22	Deposit - Thank You		655.59
08/22	Deposit - Thank You		663.47
08/22	Deposit - Thank You		673.52
08/22	Deposit - Thank You		685.26
08/22	Deposit - Thank You		685.79
08/22	Deposit - Thank You		710.64
08/22	Deposit - Thank You		725.61
08/22	Deposit - Thank You		728.74
08/22	Doordash, Inc. Transfer X	Doordash, Inc.	729.96
08/22	Deposit - Thank You		732.19
08/22	Deposit - Thank You		780.13
08/22	Deposit - Thank You		790.04
08/22	Doordash, Inc. Transfer X	Doordash, Inc.	813.67
08/22	Deposit - Thank You		818.00
08/22	Deposit - Thank You		827.59
08/22	Deposit - Thank You		829.89
08/22	Deposit - Thank You		833.77
08/22	Deposit - Thank You		835.22
08/22	Deposit - Thank You		861.38
08/22	Deposit - Thank You		897.65
08/22	Deposit - Thank You		909.00
08/22	Deposit - Thank You		934.75
08/22	Deposit - Thank You		935.98
08/22	Deposit - Thank You		945.94
08/22	Deposit - Thank You		975.71
08/22	Deposit - Thank You		978.00

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DEPOSITS & CREDITS (CONTINUED)

08/22	Deposit - Thank You	988.22
08/22	Deposit - Thank You	992.99
08/22	Deposit - Thank You	1,006.60
08/22	Deposit - Thank You	1,024.29
08/22	Deposit - Thank You	1,024.34
08/22	Deposit - Thank You	1,030.30
08/22	Deposit - Thank You	1,035.57
08/22	Deposit - Thank You	1,045.05
08/22	Deposit - Thank You	1,064.66
08/22	Deposit - Thank You	1,075.06
08/22	Deposit - Thank You	1,114.43
08/22	Deposit - Thank You	1,142.16
08/22	Deposit - Thank You	1,155.15
08/22	Deposit - Thank You	1,173.17
08/22	Deposit - Thank You	1,190.12
08/22	Deposit - Thank You	1,197.40
08/22	Deposit - Thank You	1,210.57
08/22	Deposit - Thank You	1,248.72
08/22	Deposit - Thank You	1,263.37
08/22	Deposit - Thank You	1,272.12
08/22	Deposit - Thank You	1,311.39
08/22	Deposit - Thank You	1,322.00
08/22	Deposit - Thank You	1,326.98
08/22	Deposit - Thank You	1,330.56
08/22	Doordash, Inc. Transfer X	1,381.38
08/22	Doordash, Inc.	1,428.62
08/22	Deposit - Thank You	1,445.60
08/22	Deposit - Thank You	1,473.30
08/22	Deposit - Thank You	1,480.13
08/22	Deposit - Thank You	1,488.09
08/22	Deposit - Thank You	1,510.14
08/22	Deposit - Thank You	1,524.66
08/22	Deposit - Thank You	1,530.23
08/22	Deposit - Thank You	1,545.63
08/22	Deposit - Thank You	1,549.16
08/22	Deposit - Thank You	1,594.57
08/22	Deposit - Thank You	1,753.55
08/22	Deposit - Thank You	1,764.93
08/22	Deposit - Thank You	1,766.70
08/22	Deposit - Thank You	1,792.41
08/22	Deposit - Thank You	1,879.02
08/22	Deposit - Thank You	2,090.73
08/22	Deposit - Thank You	2,096.61
08/22	Deposit - Thank You	2,305.26
08/22	Deposit - Thank You	2,603.73
08/22	Deposit - Thank You	315,000.00
08/22	Regions Bank Acct Trans 201394718 Kmay	4.40
08/23	Gold Coast Bever Fintech Anthony's Coal 20-1394718	12.01
08/23	Deposit - Thank You	16.02
08/23	Deposit - Thank You	16.76
08/23	Deposit - Thank You	

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DEPOSITS & CREDITS (CONTINUED)

08/23	Deposit - Thank You	23.81
08/23	Deposit - Thank You	52.38
08/23	Deposit - Thank You	52.81
08/23	Deposit - Thank You	62.27
08/23	Deposit - Thank You	62.91
08/23	Deposit - Thank You	65.35
08/23	Deposit - Thank You	65.90
08/23	Deposit - Thank You	75.00
08/23	Account Correction	88.55
08/23	Deposit - Thank You	91.45
08/23	Deposit - Thank You	118.49
08/23	Account Correction	121.34
08/23	Deposit - Thank You	125.03
08/23	Deposit - Thank You	127.10
08/23	Deposit - Thank You	128.71
08/23	Deposit - Thank You	148.00
08/23	Deposit - Thank You	149.22
08/23	Deposit - Thank You	154.49
08/23	Deposit - Thank You	158.06
08/23	Deposit - Thank You	158.68
08/23	Deposit - Thank You	161.55
08/23	Deposit - Thank You	169.07
08/23	Deposit - Thank You	172.21
08/23	Deposit - Thank You	174.33
08/23	Deposit - Thank You	186.15
08/23	Deposit - Thank You	189.83
08/23	Deposit - Thank You	190.88
08/23	Deposit - Thank You	194.03
08/23	Deposit - Thank You	196.93
08/23	Deposit - Thank You	198.28
08/23	Deposit - Thank You	199.77
08/23	Deposit - Thank You	207.39
08/23	Deposit - Thank You	212.69
08/23	Deposit - Thank You	228.21
08/23	Deposit - Thank You	228.88
08/23	Deposit - Thank You	237.26
08/23	Deposit - Thank You	250.28
08/23	Deposit - Thank You	251.91
08/23	Deposit - Thank You	253.56
08/23	Deposit - Thank You	273.37
08/23	Deposit - Thank You	275.02
08/23	Deposit - Thank You	275.12
08/23	Deposit - Thank You	277.74
08/23	Account Correction	278.13
08/23	Deposit - Thank You	279.33
08/23	Deposit - Thank You	285.25
08/23	Deposit - Thank You	289.24
08/23	Deposit - Thank You	289.90
08/23	Deposit - Thank You	294.70
08/23	Deposit - Thank You	315.20

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DEPOSITS & CREDITS (CONTINUED)

08/23	Deposit - Thank You	344.16
08/23	Deposit - Thank You	352.17
08/23	Deposit - Thank You	354.17
08/23	Deposit - Thank You	358.83
08/23	Deposit - Thank You	362.01
08/23	Deposit - Thank You	372.00
08/23	Deposit - Thank You	372.18
08/23	Deposit - Thank You	383.74
08/23	Deposit - Thank You	416.64
08/23	Deposit - Thank You	425.00
08/23	Deposit - Thank You	429.24
08/23	Deposit - Thank You	429.72
08/23	Deposit - Thank You	430.47
08/23	Deposit - Thank You	443.87
08/23	Deposit - Thank You	447.46
08/23	Deposit - Thank You	452.55
08/23	Deposit - Thank You	464.66
08/23	Deposit - Thank You	466.51
08/23	Deposit - Thank You	472.53
08/23	Deposit - Thank You	476.95
08/23	Deposit - Thank You	478.28
08/23	Deposit - Thank You	491.80
08/23	Deposit - Thank You	520.79
08/23	Deposit - Thank You	531.87
08/23	Deposit - Thank You	533.33
08/23	Deposit - Thank You	537.96
08/23	Deposit - Thank You	542.75
08/23	Deposit - Thank You	549.82
08/23	Deposit - Thank You	554.54
08/23	Deposit - Thank You	638.16
08/23	Deposit - Thank You	649.27
08/23	Deposit - Thank You	662.62
08/23	Deposit - Thank You	663.00
08/23	Deposit - Thank You	677.95
08/23	Deposit - Thank You	684.85
08/23	Deposit - Thank You	718.73
08/23	Deposit - Thank You	733.50
08/23	Deposit - Thank You	759.52
08/23	Deposit - Thank You	763.22
08/23	Deposit - Thank You	775.00
08/23	Deposit - Thank You	777.21
08/23	Deposit - Thank You	789.02
08/23	Deposit - Thank You	815.80
08/23	Deposit - Thank You	836.91
08/23	Deposit - Thank You	839.63
08/23	Deposit - Thank You	867.40
08/23	Deposit - Thank You	887.77
08/23	Deposit - Thank You	898.47
08/23	Deposit - Thank You	918.50
08/23	Deposit - Thank You	941.61

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DEPOSITS & CREDITS (CONTINUED)

08/23	Deposit - Thank You	1,008.40
08/23	Deposit - Thank You	1,126.13
08/23	Deposit - Thank You	1,139.28
08/23	Deposit - Thank You	1,191.34
08/23	Deposit - Thank You	1,203.78
08/23	Deposit - Thank You	1,332.65
08/23	Deposit - Thank You	1,644.33
08/23	Deposit - Thank You	1,667.95
08/23	Deposit - Thank You	1,911.67
08/23	Uber USA	2,353.38
08/23	Edi Paymnt Anthony's Pizz 331739269	170,000.00
08/23	Regions Bank Acct Trans 201394718 Kmay	190,000.00
08/23	Regions Bank Acct Trans 201394718 Kmay	1.00
08/24	Deposit - Thank You	1.60
08/24	Deposit - Thank You	10.00
08/24	Deposit - Thank You	45.58
08/24	Deposit - Thank You	50.06
08/24	Deposit - Thank You	52.60
08/24	Deposit - Thank You	57.69
08/24	Deposit - Thank You	90.55
08/24	Deposit - Thank You	112.88
08/24	Deposit - Thank You	141.17
08/24	Deposit - Thank You	154.66
08/24	Deposit - Thank You	247.38
08/24	Deposit - Thank You	280.73
08/24	Deposit - Thank You	294.65
08/24	Deposit - Thank You	299.36
08/24	Deposit - Thank You	304.60
08/24	Deposit - Thank You	328.85
08/24	Deposit - Thank You	339.56
08/24	Deposit - Thank You	347.32
08/24	Deposit - Thank You	348.88
08/24	Deposit - Thank You	352.99
08/24	Deposit - Thank You	367.09
08/24	Deposit - Thank You	409.08
08/24	Deposit - Thank You	411.29
08/24	Deposit - Thank You	435.44
08/24	Deposit - Thank You	439.22
08/24	Deposit - Thank You	445.01
08/24	Deposit - Thank You	459.69
08/24	Deposit - Thank You	460.14
08/24	Deposit - Thank You	522.74
08/24	Deposit - Thank You	531.60
08/24	Deposit - Thank You	532.65
08/24	Deposit - Thank You	540.27
08/24	Deposit - Thank You	547.06
08/24	Deposit - Thank You	560.50
08/24	Deposit - Thank You	561.11
08/24	Deposit - Thank You	569.37
08/24	Deposit - Thank You	571.17

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DEPOSITS & CREDITS (CONTINUED)

08/24	Deposit - Thank You	586.24
08/24	Deposit - Thank You	605.16
08/24	Deposit - Thank You	614.90
08/24	Deposit - Thank You	633.22
08/24	Deposit - Thank You	685.57
08/24	Deposit - Thank You	688.07
08/24	Deposit - Thank You	690.53
08/24	Deposit - Thank You	698.82
08/24	Deposit - Thank You	704.00
08/24	Deposit - Thank You	706.64
08/24	Deposit - Thank You	707.55
08/24	Deposit - Thank You	707.60
08/24	Deposit - Thank You	716.81
08/24	Deposit - Thank You	723.27
08/24	Deposit - Thank You	797.74
08/24	Deposit - Thank You	808.48
08/24	Deposit - Thank You	819.65
08/24	Deposit - Thank You	849.04
08/24	Deposit - Thank You	887.06
08/24	Deposit - Thank You	900.57
08/24	Deposit - Thank You	926.15
08/24	Deposit - Thank You	937.16
08/24	Deposit - Thank You	949.74
08/24	Deposit - Thank You	954.86
08/24	Deposit - Thank You	980.08
08/24	Deposit - Thank You	1,000.41
08/24	Deposit - Thank You	1,022.46
08/24	Deposit - Thank You	1,034.83
08/24	Deposit - Thank You	1,035.70
08/24	Deposit - Thank You	1,050.00
08/24	Deposit - Thank You	1,069.16
08/24	Deposit - Thank You	1,128.88
08/24	Deposit - Thank You	1,154.96
08/24	Deposit - Thank You	1,159.42
08/24	Deposit - Thank You	1,177.77
08/24	Deposit - Thank You	1,191.68
08/24	Deposit - Thank You	1,192.18
08/24	Deposit - Thank You	1,192.94
08/24	Deposit - Thank You	1,208.00
08/24	Deposit - Thank You	1,211.42
08/24	Deposit - Thank You	1,231.72
08/24	Deposit - Thank You	1,244.58
08/24	Deposit - Thank You	1,252.36
08/24	Deposit - Thank You	1,309.05
08/24	Deposit - Thank You	1,320.72
08/24	Deposit - Thank You	1,362.46
08/24	Deposit - Thank You	1,397.66
08/24	Deposit - Thank You	1,400.01
08/24	Deposit - Thank You	1,408.83
08/24	Deposit - Thank You	1,453.21

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DEPOSITS & CREDITS (CONTINUED)

08/24	Deposit - Thank You		1,464.52
08/24	Deposit - Thank You		1,535.09
08/24	Deposit - Thank You		1,542.72
08/24	Deposit - Thank You		1,562.21
08/24	Deposit - Thank You		1,576.36
08/24	Deposit - Thank You		1,597.20
08/24	Deposit - Thank You		1,604.23
08/24	Deposit - Thank You		1,630.60
08/24	Deposit - Thank You		1,748.20
08/24	Deposit - Thank You		1,802.20
08/24	Deposit - Thank You		1,803.90
08/24	Deposit - Thank You		1,817.28
08/24	Deposit - Thank You		1,903.31
08/24	Deposit - Thank You		1,910.59
08/24	Deposit - Thank You		2,326.76
08/24	Deposit - Thank You		2,373.16
08/24	Deposit - Thank You		2,627.54
08/24	Deposit - Thank You		2,675.74
08/24	Deposit - Thank You		3,183.45
08/24	Deposit - Thank You		5,000.00
08/24	Regions Bank Acct Trans 201394718	Kmay	5,000.00
08/24	Regions Bank Acct Trans 201394718	Kmay	60,000.00
08/24	Regions Bank Acct Trans 201394718	Kmay	200,000.00
08/24	Regions Bank Acct Trans 201394718	Kmay	325.75
08/25	Deposit - Thank You		12,057.94
08/25	Quick Deposit - Thank You		45,000.00
08/25	Regions Bank Acct Trans 201394718	Kmay	230,000.00
08/25	Regions Bank Acct Trans 201394718	Kmay	13.39
08/28	Deposit - Thank You		21.17
08/28	Deposit - Thank You		24.38
08/28	Deposit - Thank You		28.34
08/28	Deposit - Thank You		29.43
08/28	Deposit - Thank You		43.87
08/28	Deposit - Thank You		47.41
08/28	Deposit - Thank You		51.88
08/28	Deposit - Thank You		54.44
08/28	Deposit - Thank You		71.67
08/28	Deposit - Thank You		74.39
08/28	Deposit - Thank You		76.57
08/28	Deposit - Thank You		79.07
08/28	Deposit - Thank You		81.86
08/28	Deposit - Thank You		82.85
08/28	Deposit - Thank You		102.36
08/28	Deposit - Thank You		123.48
08/28	Deposit - Thank You		143.41
08/28	Deposit - Thank You		158.98
08/28	Deposit - Thank You		159.79
08/28	Deposit - Thank You		172.06
08/28	Deposit - Thank You		172.32
08/28	Deposit - Thank You		174.30

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DEPOSITS & CREDITS (CONTINUED)

08/28	Deposit - Thank You	188.22
08/28	Deposit - Thank You	192.63
08/28	Deposit - Thank You	206.52
08/28	Deposit - Thank You	215.15
08/28	Deposit - Thank You	217.56
08/28	Deposit - Thank You	223.64
08/28	Deposit - Thank You	245.47
08/28	Deposit - Thank You	255.36
08/28	Deposit - Thank You	259.22
08/28	Deposit - Thank You	269.90
08/28	Deposit - Thank You	299.43
08/28	Deposit - Thank You	305.42
08/28	Deposit - Thank You	312.85
08/28	Deposit - Thank You	327.95
08/28	Deposit - Thank You	342.71
08/28	Deposit - Thank You	354.13
08/28	Deposit - Thank You	358.29
08/28	Deposit - Thank You	360.71
08/28	Deposit - Thank You	380.06
08/28	Deposit - Thank You	380.89
08/28	Deposit - Thank You	389.35
08/28	Deposit - Thank You	391.06
08/28	Deposit - Thank You	396.00
08/28	Deposit - Thank You	397.30
08/28	Deposit - Thank You	402.00
08/28	Deposit - Thank You	406.65
08/28	Deposit - Thank You	419.26
08/28	Deposit - Thank You	426.34
08/28	Deposit - Thank You	441.27
08/28	Deposit - Thank You	441.61
08/28	Deposit - Thank You	466.61
08/28	Deposit - Thank You	468.33
08/28	Deposit - Thank You	468.49
08/28	Deposit - Thank You	486.28
08/28	Deposit - Thank You	513.01
08/28	Deposit - Thank You	521.70
08/28	Deposit - Thank You	526.09
08/28	Deposit - Thank You	546.66
08/28	Deposit - Thank You	546.85
08/28	Deposit - Thank You	551.74
08/28	Deposit - Thank You	571.63
08/28	Deposit - Thank You	579.47
08/28	Deposit - Thank You	600.05
08/28	Deposit - Thank You	612.98
08/28	Deposit - Thank You	658.43
08/28	Deposit - Thank You	667.24
08/28	Deposit - Thank You	671.44
08/28	Deposit - Thank You	730.63
08/28	Deposit - Thank You	815.96
08/28	Deposit - Thank You	845.65

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DEPOSITS & CREDITS (CONTINUED)

08/28	Deposit - Thank You		1,087.21
08/28	Regions Bank Acct Trans 201394718 Kmay		170,000.00
08/28	Regions Bank Acct Trans 201394718 Kmay		1,010,000.00
Total Deposits & Credits			\$11,992,756.99

WITHDRAWALS

08/01	Muller, Inc Fintecheft Anthony's Coal 20-1394718	57.97
08/01	Boening Brothers Fintecheft Anthony's Coal 20-1394718	77.65
08/01	D. Bertoline & S Fintecheft Anthony's Coal 20-1394718	101.20
08/01	August A Busch C Fintecheft Anthony's Coal 20-1394718	166.80
08/01	Jj Taylor Distri Fintecheft Anthony's Coal 20-1394718	196.00
08/01	Manhattan Beer D Fintecheft Anthony's Coal 20-1394718	224.55
08/01	Hunterdon Brewin Fintecheft Anthony's Coal 20-1394718	230.00
08/01	Origlio Beverage Fintecheft Anthony's Coal 20-1394718	246.86
08/01	Cavaller Spirits Fintecheft Anthony's Coal 20-1394718	271.97
08/01	Penn Beer Sales Fintecheft Anthony's Coal 20-1394718	363.44
08/01	Eagle Brands Sal Fintecheft Anthony's Coal 20-1394718	479.25
08/01	Gold Coast Bever Fintecheft Anthony's Coal 20-1394718	676.00
08/01	Brown Distributi Fintecheft Anthony's Coal 20-1394718	1,243.00
08/01	Pinnacle Softwar Cash Con Acf - Corp Off Ancoal	2,378.01
08/02	Authnet Gateway Billing Anthony's Pizz 97695303	20.00
08/02	Eagle Brands Sal Fintecheft Anthony's Coal 20-1394718	436.65
08/02	Florida Distribu Fintecheft Anthony's Coal 20-1394718	557.80
08/02	Gold Coast Bever Fintecheft Anthony's Coal 20-1394718	577.00
08/02	S.K.I. Wholesale Fintecheft Anthony's Coal 20-1394718	609.94
08/02	Boening Brothers Fintecheft Anthony's Coal 20-1394718	847.30
08/03	Bank Debit	10.00
08/03	Bank Debit	20.00
08/03	Bank Debit	40.00
08/03	Penn Beer Sales Fintecheft Anthony's Coal 20-1394718	209.66
08/03	Hunterdon Brewin Fintecheft Anthony's Coal 20-1394718	231.00
08/03	Double Eagle Dis Fintecheft Anthony's Coal 20-1394718	287.80
08/03	Jj Taylor Distri Fintecheft Anthony's Coal 20-1394718	305.15
08/03	Burke Distributi Fintecheft Anthony's Coal 20-1394718	312.00
08/03	Southern Eagle D Fintecheft Anthony's Coal 20-1394718	425.00
08/03	Craft Brewers Gu Fintecheft Anthony's Coal 20-1394718	478.00
08/03	Gold Coast Bever Fintecheft Anthony's Coal 20-1394718	531.10
08/03	Gold Coast Bever Fintecheft Anthony's Coal 20-1394718	560.10
08/03	Pepin Distributi Fintecheft Anthony's Coal 20-1394718	600.80
08/03	Boening Brothers Fintecheft Anthony's Coal 20-1394718	661.64
08/03	Muller, Inc Fintecheft Anthony's Coal 20-1394718	698.73
08/03	Brown Distributi Fintecheft Anthony's Coal 20-1394718	737.40
08/03	Origlio Beverage Fintecheft Anthony's Coal 20-1394718	978.01
08/03	Manhattan Beer D Fintecheft Anthony's Coal 20-1394718	1,024.74
08/03	Frankcrum Payroll Anthonys Coal 61521	5,794.34
08/03	Frankcrum Payroll Anthonys Coal 61709	6,751.96
08/03	Frankcrum Payroll Anthonys Coal 60053	9,021.36

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08/03	Frankcrum	Payroll Anthonys Coal	61152	9,745.55
08/03	Frankcrum	Payroll Anthonys Coal	61594	10,102.49
08/03	Frankcrum	Payroll Anthonys Coal	61093	10,303.83
08/03	Frankcrum	Payroll Anthonys Coal	60044	11,096.80
08/03	Frankcrum	Payroll Anthonys Coal	60968	11,671.96
08/03	Frankcrum	Payroll Anthonys Coal	61015	12,010.14
08/03	Frankcrum	Payroll Anthonys Coal	50150	12,529.89
08/03	Frankcrum	Payroll Anthonys Coal	60379	13,098.19
08/03	Frankcrum	Payroll Anthonys Coal	11699	13,336.58
08/03	Frankcrum	Payroll Anthonys Coal	31843	13,585.13
08/03	Frankcrum	Payroll Anthonys Coal	31818	13,623.00
08/03	Frankcrum	Payroll Anthonys Coal	31687	14,863.67
08/03	Frankcrum	Payroll Anthonys Coal	11592	15,519.23
08/03	Frankcrum	Payroll Anthonys Coal	31846	15,537.61
08/03	Frankcrum	Payroll Anthonys Coal	A0F83	15,557.38
08/03	Frankcrum	Payroll Anthonys Coal	61244	16,190.35
08/03	Frankcrum	Payroll Anthonys Coal	11362	16,268.59
08/03	Frankcrum	Payroll Anthonys Coal	90211	16,417.14
08/03	Frankcrum	Payroll Anthonys Coal	90327	16,574.58
08/03	Frankcrum	Payroll Anthonys Coal	31301	16,649.37
08/03	Frankcrum	Payroll Anthonys Coal	31216	16,678.92
08/03	Frankcrum	Payroll Anthonys Coal	31745	16,706.73
08/03	Frankcrum	Payroll Anthonys Coal	90159	16,789.06
08/03	Frankcrum	Payroll Anthonys Coal	31733	17,001.79
08/03	Frankcrum	Payroll Anthonys Coal	61260	17,118.11
08/03	Frankcrum	Payroll Anthonys Coal	11685	17,229.95
08/03	Frankcrum	Payroll Anthonys Coal	A0G98	17,251.42
08/03	Frankcrum	Payroll Anthonys Coal	A0E21	17,346.47
08/03	Frankcrum	Payroll Anthonys Coal	80708	17,367.74
08/03	Frankcrum	Payroll Anthonys Coal	Aa263	17,602.59
08/03	Frankcrum	Payroll Anthonys Coal	11550	17,848.99
08/03	Frankcrum	Payroll Anthonys Coal	A0F45	18,003.32
08/03	Frankcrum	Payroll Anthonys Coal	90289	18,349.74
08/03	Frankcrum	Payroll Anthonys Coal	61355	18,466.18
08/03	Frankcrum	Payroll Anthonys Coal	A0H27	18,481.01
08/03	Frankcrum	Payroll Anthonys Coal	80814	18,545.48
08/03	Frankcrum	Payroll Anthonys Sport	31233	19,094.18
08/03	Frankcrum	Payroll Anthonys Coal	60534	19,179.21
08/03	Frankcrum	Payroll Anthonys Coal	60163	19,347.84
08/03	Frankcrum	Payroll Anthonys Coal	11593	19,556.94
08/03	Frankcrum	Payroll Anthonys Coal	61184	19,725.53
08/03	Frankcrum	Payroll Anthonys Coal	90186	20,963.45
08/03	Frankcrum	Payroll Anthonys Coal	60455	21,028.50
08/03	Frankcrum	Payroll Anthonys Coal	61578	21,339.09
08/03	Frankcrum	Payroll Anthonys Coal	31371	21,356.21
08/03	Frankcrum	Payroll Anthonys Coal	60835	21,884.38
08/03	Frankcrum	Payroll Anthonys Coal	11447	21,890.10
08/03	Frankcrum	Payroll Anthonys Coal	31229	22,237.95
08/03	Frankcrum	Payroll Anthonys Coal	31230	22,360.39
08/03	Frankcrum	Payroll Anthonys Coal	A0H11	22,420.39

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08/03	Frankcrum	Payroll Anthonys Coal	90549	22,647.66
08/03	Frankcrum	Payroll Anthonys Coal	Aa243	22,713.01
08/03	Frankcrum	Payroll Anthonys Coal	31173	22,957.69
08/03	Frankcrum	Payroll Anthonys Coal	90153	22,993.12
08/03	Frankcrum	Payroll Anthonys Coal	31232	23,370.17
08/03	Frankcrum	Payroll Anthonys Coal	A0D21	24,292.24
08/03	Frankcrum	Payroll Anthonys Coal	A0D55	24,325.56
08/03	Frankcrum	Payroll Anthonys Coal	A0F34	25,126.29
08/03	Frankcrum	Payroll Anthonys Coal	31231	27,383.15
08/03	Frankcrum	Payroll Anthonys Coal	f 31508	28,195.04
08/03	Frankcrum	Payroll Anthonys Pizza	11195	39,303.45
08/03	Frankcrum	Payroll Anthonys Pizza	A0E46	96,532.32
08/03	Frankcrum	Payroll Anthonys Pizza	60050	138,006.75
08/03	Frankcrum	Payroll Anthonys Pizza	31227	331,796.27
08/04	Bank Debit			233.67
08/04	Bank Debit			6,391.02
08/04	Stephens Distrib Fintech	Anthony's Coal	20-1394718	146.75
08/04	Origlio Beverage Fintech	Anthony's Coal	20-1394718	153.74
08/04	Boening Brothers Fintech	Anthony's Coal	20-1394718	202.50
08/04	Hunterdon Brewin Fintech	Anthony's Coal	20-1394718	204.00
08/04	Double Eagle Dis Fintech	Anthony's Coal	20-1394718	253.50
08/04	Bancorpsv	Bancorpsv Mercer Marketp	99994	255.00
08/04	Great Bay Distri Fintech	Anthony's Coal	20-1394718	341.10
08/04	Pepin Distributi Fintech	Anthony's Coal	20-1394718	368.75
08/04	Eagle Brands Sal Fintech	Anthony's Coal	20-1394718	375.65
08/04	Penn Beer Sales Fintech	Anthony's Coal	20-1394718	384.56
08/04	Muller, Inc Fintech	Anthony's Coal	20-1394718	409.20
08/04	Republic Nationa Fintech	Anthony's Coal	20-1394718	449.40
08/04	American Bd Comp Fintech	Anthony's Coal	20-1394718	461.87
08/04	Origlio Beverage Fintech	Anthony's Coal	20-1394718	519.29
08/04	Gold Coast Bever Fintech	Anthony's Coal	20-1394718	589.70
08/04	Frankcrum	Payroll Anthonys Coal	f 31508	591.08
08/04	Gold Coast Bever Fintech	Anthony's Coal	20-1394718	1,135.80
08/04	Brown Distributi Fintech	Anthony's Coal	20-1394718	1,329.09
08/04	Frankcrum	Payroll Anthonys Coal	Aa414	5,302.43
08/04	Southern Glazer' Fintech	Anthony's Coal	20-1394718	9,119.63
08/04	Harland Clarke	Chk Orders ?(1043)?anthon		64.43
08/07	Pay to Cr Line	2580311988		776,427.39
08/07	Muller, Inc Fintech	Anthony's Coal	20-1394718	127.20
08/07	Hunterdon Brewin Fintech	Anthony's Coal	20-1394718	165.00
08/07	Eagle Brands Sal Fintech	Anthony's Coal	20-1394718	170.15
08/07	Frankcrum	Payroll Anthonys Coal	60455	203.61
08/07	August A Busch C Fintech	Anthony's Coal	20-1394718	209.90
08/07	Frankcrum	Payroll Anthonys Coal	31846	210.99
08/07	Frankcrum	Payroll Anthonys Coal	A0D55	215.97
08/07	Frankcrum	Payroll Anthonys Coal	Aa414	218.71
08/07	Florida Distribu Fintech	Anthony's Coal	20-1394718	257.75
08/07	Stephens Distrib Fintech	Anthony's Coal	20-1394718	277.00
08/07	Brown Distributi Fintech	Anthony's Coal	20-1394718	316.00
08/07	Oak Beverages In Fintech	Anthony's Coal	20-1394718	338.99

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08/07	R & R Marketing, Fintech Anthony's Coal 20-1394718	469.57
08/07	Gold Coast Bever Fintech Anthony's Coal 20-1394718	488.00
08/07	Jj Taylor Distri Fintech Anthony's Coal 20-1394718	503.95
08/07	Atlantic Importi Fintech Anthony's Coal 20-1394718	533.00
08/07	Boening Brothers Fintech Anthony's Coal 20-1394718	708.79
08/07	Manhattan Beer D Fintech Anthony's Coal 20-1394718	723.23
08/07	American Bd Comp Fintech Anthony's Coal 20-1394718	767.83
08/07	Shore Point Dist Fintech Anthony's Coal 20-1394718	864.10
08/07	Burke Distributi Fintech Anthony's Coal 20-1394718	990.00
08/07	Gold Coast Bever Fintech Anthony's Coal 20-1394718	1,357.00
08/07	Southern Glazer' Fintech Anthony's Coal 20-1394718	1,422.06
08/07	Republic Nationa Fintech Anthony's Coal 20-1394718	1,507.05
08/07	Allied Beverage Fintech Anthony's Coal 20-1394718	1,725.78
08/07	Fedway Associate Fintech Anthony's Coal 20-1394718	4,996.28
08/07	Empire Merchants Fintech Anthony's Coal 20-1394718	5,283.51
08/07	Southern Glazer' Fintech Anthony's Coal 20-1394718	7,371.99
08/07	Southern Glazer' Fintech Anthony's Coal 20-1394718	11,741.84
08/08	Bank Debit	9.00
08/08	Bank Debit	909.00
08/08	Frankcrum Payroll Anthonys Coal 31733	16.90
08/08	Bancorpsv Bancorpsv Mercer Marketp 99994	45.00
08/08	Origlio Beverage Fintech Anthony's Coal 20-1394718	59.36
08/08	S.K.I. Wholesale Fintech Anthony's Coal 20-1394718	89.99
08/08	Cavalier Spirits Fintech Anthony's Coal 20-1394718	154.65
08/08	Discoverybenefit Plan Fund Anthony's Coal 1721959Fe7Ec3	184.13
08/08	Origlio Beverage Fintech Anthony's Coal 20-1394718	184.60
08/08	August A Busch C Fintech Anthony's Coal 20-1394718	256.95
08/08	Frankcrum Payroll Anthonys Coal 61578	270.85
08/08	Allied Beverage Fintech Anthony's Coal 20-1394718	274.47
08/08	Jj Taylor Distri Fintech Anthony's Coal 20-1394718	521.35
08/08	Gold Coast Bever Fintech Anthony's Coal 20-1394718	719.30
08/08	Brown Distributi Fintech Anthony's Coal 20-1394718	1,404.00
08/08	Stephens Distrib Fintech Anthony's Coal 20-1394718	1,417.10
08/09	Discoverybenefit Claim Fund Anthony's Coal 23705454066305	85.00
08/09	Eagle Brands Sal Fintech Anthony's Coal 20-1394718	116.65
08/09	August A Busch C Fintech Anthony's Coal 20-1394718	137.70
08/09	Shore Point Dist Fintech Anthony's Coal 20-1394718	152.00
08/09	Anheuser-Busch S Fintech Anthony's Coal 20-1394718	218.30
08/09	Cavalier Spirits Fintech Anthony's Coal 20-1394718	259.98
08/09	Florida Distribu Fintech Anthony's Coal 20-1394718	350.00
08/09	Frankcrum Payroll Anthonys Coal A0F34	575.33
08/09	Peerless Beverag Fintech Anthony's Coal 20-1394718	630.50
08/09	Muller, Inc Fintech Anthony's Coal 20-1394718	933.17
08/09	Origlio Beverage Fintech Anthony's Coal 20-1394718	939.47
08/09	Boening Brothers Fintech Anthony's Coal 20-1394718	977.48
08/09	Gold Coast Bever Fintech Anthony's Coal 20-1394718	1,205.40
08/09	Peerless Beverag Fintech Anthony's Coal 20-1394718	1,782.60
08/09	fintech.net Fintech Anthony s Coal 20-1394718	1,998.00
08/10	High Grade Bever Fintech Anthony's Coal 20-1394718	82.40
08/10	Burke Distributi Fintech Anthony's Coal 20-1394718	90.00

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08/10	D. Bertoline & S Fintech Anthony's Coal 20-1394718	102.50
08/10	City Beverages - Fintech Anthony's Coal 20-1394718	133.30
08/10	Eagle Brands Sal Fintech Anthony's Coal 20-1394718	176.80
08/10	American Bd Comp Fintech Anthony's Coal 20-1394718	217.08
08/10	Double Eagle Dis Fintech Anthony's Coal 20-1394718	226.45
08/10	Hunterdon Brewin Fintech Anthony's Coal 20-1394718	270.00
08/10	Craft Brewers Gu Fintech Anthony's Coal 20-1394718	277.00
08/10	Atlantic Importi Fintech Anthony's Coal 20-1394718	320.00
08/10	Origlio Beverage Fintech Anthony's Coal 20-1394718	409.22
08/10	R & R Marketing, Fintech Anthony's Coal 20-1394718	435.07
08/10	Gold Coast Bever Fintech Anthony's Coal 20-1394718	474.60
08/10	Manhattan Beer D Fintech Anthony's Coal 20-1394718	526.44
08/10	Gold Coast Bever Fintech Anthony's Coal 20-1394718	629.80
08/10	Brown Distributi Fintech Anthony's Coal 20-1394718	766.10
08/10	Southern Glazer' Fintech Anthony's Coal 20-1394718	972.86
08/10	Fedway Associate Fintech Anthony's Coal 20-1394718	5,005.53
08/10	Frankcrum Payroll Anthonys Coal 61093	9,539.51
08/10	Frankcrum Payroll Anthonys Coal 60053	9,940.58
08/10	Frankcrum Payroll Anthonys Coal 61152	10,347.70
08/10	Frankcrum Payroll Anthonys Coal 61594	10,414.22
08/10	Frankcrum Payroll Anthonys Coal 61015	10,973.84
08/10	Frankcrum Payroll Anthonys Coal 60044	12,071.86
08/10	Frankcrum Payroll Anthonys Coal 61709	12,330.01
08/10	Frankcrum Payroll Anthonys Coal 11699	12,487.65
08/10	Frankcrum Payroll Anthonys Coal 60379	12,813.75
08/10	Frankcrum Payroll Anthonys Coal 60968	13,039.02
08/11	Bank Debit	100.00
08/11	Origlio Beverage Fintech Anthony's Coal 20-1394718	8.64
08/11	Great Bay Distri Fintech Anthony's Coal 20-1394718	30.30
08/11	Hunterdon Brewin Fintech Anthony's Coal 20-1394718	45.00
08/11	Pepin Distributi Fintech Anthony's Coal 20-1394718	77.00
08/11	Double Eagle Dis Fintech Anthony's Coal 20-1394718	101.75
08/11	Wayne Densch - S Fintech Anthony's Coal 20-1394718	180.55
08/11	Peerless Beverag Fintech Anthony's Coal 20-1394718	219.10
08/11	Cavalier Spirits Fintech Anthony's Coal 20-1394718	263.65
08/11	Goettler Distrib Fintech Anthony's Coal 20-1394718	308.04
08/11	Muller, Inc Fintech Anthony's Coal 20-1394718	377.52
08/11	Penn Beer Sales Fintech Anthony's Coal 20-1394718	423.12
08/11	American Bd Comp Fintech Anthony's Coal 20-1394718	434.16
08/11	R & R Marketing, Fintech Anthony's Coal 20-1394718	455.32
08/11	Eagle Brands Sal Fintech Anthony's Coal 20-1394718	466.05
08/11	Brown Distributi Fintech Anthony's Coal 20-1394718	476.85
08/11	Boening Brothers Fintech Anthony's Coal 20-1394718	585.64
08/11	Gold Coast Bever Fintech Anthony's Coal 20-1394718	773.70
08/11	Gold Coast Bever Fintech Anthony's Coal 20-1394718	908.40
08/11	Clare Rose, Inc. Fintech Anthony's Coal 20-1394718	909.20
08/11	Manhattan Beer D Fintech Anthony's Coal 20-1394718	981.56
08/11	Origlio Beverage Fintech Anthony's Coal 20-1394718	1,036.41
08/11	Fedway Associate Fintech Anthony's Coal 20-1394718	1,893.46
08/11	Harland Clarke Chk Orders ?(1038)?anthon	64.43

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08/11	Harland Clarke Chk Orders ?(1026)?anthon	64.51
08/11	Harland Clarke Chk Orders ?(1022)?anthon	64.51
08/11	Harland Clarke Chk Orders ?(1040)?anthon	65.49
08/14	Wire Transfer Regions Bank	17,325.14
08/14	Regions Auto Pymt Anthony's Coal 471575999386712	2,036.93
08/14	Atlantic Importi Fintecheft Anthony's Coal 20-1394718	170.00
08/14	Double Eagle Dis Fintecheft Anthony's Coal 20-1394718	215.55
08/14	Florida Distribu Fintecheft Anthony's Coal 20-1394718	298.00
08/14	R & R Marketing, Fintecheft Anthony's Coal 20-1394718	380.20
08/14	Manhattan Beer D Fintecheft Anthony's Coal 20-1394718	436.59
08/14	Frankcrum Payroll Anthonys Coal 60455	551.05
08/14	American Bd Comp Fintecheft Anthony's Coal 20-1394718	610.68
08/14	Brown Distributi Fintecheft Anthony's Coal 20-1394718	702.00
08/14	Jj Taylor Distri Fintecheft Anthony's Coal 20-1394718	708.75
08/14	Republic Nationa Fintecheft Anthony's Coal 20-1394718	713.00
08/14	Burke Distributi Fintecheft Anthony's Coal 20-1394718	873.00
08/14	Republic Nationa Fintecheft Anthony's Coal 20-1394718	1,168.80
08/14	Cavalier Spirits Fintecheft Anthony's Coal 20-1394718	1,224.26
08/14	Allied Beverage Fintecheft Anthony's Coal 20-1394718	1,542.78
08/14	Gold Coast Bever Fintecheft Anthony's Coal 20-1394718	2,225.70
08/14	Fedway Associate Fintecheft Anthony's Coal 20-1394718	3,406.29
08/14	Frankcrum Payroll Anthonys Pizza 31227	4,909.34
08/14	Southern Glazer' Fintecheft Anthony's Coal 20-1394718	12,457.87
08/14	Account Correction	60.00
08/15	Rtrn Depstd Itm # of Itm(S) 0001	3,403.98
08/15	Goettler Distrib Fintecheft Anthony's Coal 20-1394718	64.61
08/15	Eagle Brands Sal Fintecheft Anthony's Coal 20-1394718	83.50
08/15	Pepin Distributi Fintecheft Anthony's Coal 20-1394718	85.00
08/15	Eagle Brands Sal Fintecheft Anthony's Coal 20-1394718	101.10
08/15	Peerless Beverag Fintecheft Anthony's Coal 20-1394718	165.00
08/15	Manhattan Beer D Fintecheft Anthony's Coal 20-1394718	265.58
08/15	August A Busch C Fintecheft Anthony's Coal 20-1394718	317.65
08/15	Double Eagle Dis Fintecheft Anthony's Coal 20-1394718	319.80
08/15	Jj Taylor Distri Fintecheft Anthony's Coal 20-1394718	342.40
08/15	Muller, Inc Fintecheft Anthony's Coal 20-1394718	345.60
08/15	Origlio Beverage Fintecheft Anthony's Coal 20-1394718	686.74
08/15	Gold Coast Bever Fintecheft Anthony's Coal 20-1394718	764.40
08/15	Boening Brothers Fintecheft Anthony's Coal 20-1394718	1,405.63
08/15	Brown Distributi Fintecheft Anthony's Coal 20-1394718	1,523.70
08/15	Southern Glazer' Fintecheft Anthony's Coal 20-1394718	5,518.95
08/15	Empire Merchants Fintecheft Anthony's Coal 20-1394718	7,332.18
08/16	Bank Debit	31.00
08/16	D. Bertoline & S Fintecheft Anthony's Coal 20-1394718	103.30
08/16	Craft Brewers Gu Fintecheft Anthony's Coal 20-1394718	114.00
08/16	Hunterdon Brewin Fintecheft Anthony's Coal 20-1394718	174.00
08/16	Florida Distribu Fintecheft Anthony's Coal 20-1394718	560.80
08/16	Gold Coast Bever Fintecheft Anthony's Coal 20-1394718	663.70
08/16	Boening Brothers Fintecheft Anthony's Coal 20-1394718	1,025.15
08/17	Oak Beverages In Fintecheft Anthony's Coal 20-1394718	3.99
08/17	Anheuser-Busch S Fintecheft Anthony's Coal 20-1394718	130.20

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08/17	Hunterdon Brewin Fintech Anthony's Coal 20-1394718	154.75
08/17	Craft Collective Fintech Anthony's Coal 20-1394718	166.00
08/17	Craft Brewers Gu Fintech Anthony's Coal 20-1394718	247.00
08/17	Bancorpsv Bancorpsv Mercer Marketp 99994	265.00
08/17	Pepin Distributi Fintech Anthony's Coal 20-1394718	265.10
08/17	Republic Nationa Fintech Anthony's Coal 20-1394718	269.40
08/17	Manhattan Beer D Fintech Anthony's Coal 20-1394718	271.94
08/17	Stephens Distrib Fintech Anthony's Coal 20-1394718	276.45
08/17	Gold Coast Bever Fintech Anthony's Coal 20-1394718	388.30
08/17	Atlantic Importi Fintech Anthony's Coal 20-1394718	400.00
08/17	Brown Distributi Fintech Anthony's Coal 20-1394718	443.10
08/17	Peerless Beverag Fintech Anthony's Coal 20-1394718	501.20
08/17	American Bd Comp Fintech Anthony's Coal 20-1394718	543.52
08/17	Jj Taylor Distri Fintech Anthony's Coal 20-1394718	557.10
08/17	Gold Coast Bever Fintech Anthony's Coal 20-1394718	678.90
08/17	Muller, Inc Fintech Anthony's Coal 20-1394718	807.67
08/17	Southern Glazer' Fintech Anthony's Coal 20-1394718	1,842.85
08/17	Origlio Beverage Fintech Anthony's Coal 20-1394718	2,090.15
08/17	Fedway Associate Fintech Anthony's Coal 20-1394718	3,132.61
08/17	Frankcrum Payroll Anthonys Coal 60053	9,483.24
08/17	Frankcrum Payroll Anthonys Coal 61093	10,124.38
08/17	Frankcrum Payroll Anthonys Coal 61152	10,451.64
08/17	Frankcrum Payroll Anthonys Coal 61521	10,553.68
08/17	Frankcrum Payroll Anthonys Coal 61015	11,249.45
08/17	Frankcrum Payroll Anthonys Coal 61594	11,701.61
08/17	Frankcrum Payroll Anthonys Coal 60044	12,086.22
08/17	Frankcrum Payroll Anthonys Coal 50150	12,574.28
08/17	Frankcrum Payroll Anthonys Coal 11699	12,698.99
08/17	Frankcrum Payroll Anthonys Coal 60379	12,780.97
08/17	Frankcrum Payroll Anthonys Coal 31818	12,881.62
08/17	Frankcrum Payroll Anthonys Coal 60968	13,122.85
08/17	Frankcrum Payroll Anthonys Coal 31843	13,387.26
08/17	Frankcrum Payroll Anthonys Coal 61709	13,620.84
08/17	Frankcrum Payroll Anthonys Coal 31687	15,059.80
08/17	Frankcrum Payroll Anthonys Coal A0F83	15,126.31
08/17	Frankcrum Payroll Anthonys Coal 11592	15,330.32
08/17	Frankcrum Payroll Anthonys Coal 90327	16,092.30
08/17	Frankcrum Payroll Anthonys Coal 11362	16,200.96
08/17	Frankcrum Payroll Anthonys Coal 31301	16,399.09
08/17	Frankcrum Payroll Anthonys Coal 90211	16,520.10
08/17	Frankcrum Payroll Anthonys Coal 11685	16,600.62
08/17	Frankcrum Payroll Anthonys Coal 31846	16,623.15
08/17	Frankcrum Payroll Anthonys Coal 61244	16,707.14
08/17	Frankcrum Payroll Anthonys Coal 80708	16,815.41
08/17	Frankcrum Payroll Anthonys Coal A0F45	17,117.31
08/17	Frankcrum Payroll Anthonys Coal 90289	17,193.81
08/17	Frankcrum Payroll Anthonys Coal 90159	17,211.50
08/17	Frankcrum Payroll Anthonys Coal 31733	17,624.47
08/17	Frankcrum Payroll Anthonys Coal 31745	17,673.48
08/17	Frankcrum Payroll Anthonys Coal A0E21	17,691.96

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08/17	Frankcrum	Payroll Anthonys Coal	60163	17,713.91
08/17	Frankcrum	Payroll Anthonys Coal	11550	18,048.91
08/17	Frankcrum	Payroll Anthonys Coal	Aa414	18,599.35
08/17	Frankcrum	Payroll Anthonys Coal	31371	18,681.83
08/17	Frankcrum	Payroll Anthonys Coal	61184	18,815.14
08/17	Frankcrum	Payroll Anthonys Coal	A0H27	18,977.69
08/17	Frankcrum	Payroll Anthonys Coal	80814	19,171.39
08/17	Frankcrum	Payroll Anthonys Coal	31216	19,324.07
08/17	Frankcrum	Payroll Anthonys Coal	61355	19,396.49
08/17	Frankcrum	Payroll Anthonys Coal	11593	19,770.70
08/17	Frankcrum	Payroll Anthonys Sport	31233	19,906.18
08/17	Frankcrum	Payroll Anthonys Coal	A0G98	19,932.22
08/17	Frankcrum	Payroll Anthonys Coal	Aa243	20,237.13
08/17	Frankcrum	Payroll Anthonys Coal	60534	20,320.52
08/17	Frankcrum	Payroll Anthonys Coal	61260	20,661.72
08/17	Frankcrum	Payroll Anthonys Coal	11447	20,805.33
08/17	Frankcrum	Payroll Anthonys Coal	60835	21,031.38
08/17	Frankcrum	Payroll Anthonys Coal	61578	21,168.44
08/17	Frankcrum	Payroll Anthonys Coal	Aa263	21,630.29
08/17	Frankcrum	Payroll Anthonys Coal	90186	21,695.10
08/17	Frankcrum	Payroll Anthonys Coal	31229	22,070.65
08/17	Frankcrum	Payroll Anthonys Coal	31173	22,457.64
08/17	Frankcrum	Payroll Anthonys Coal	90153	22,560.94
08/17	Frankcrum	Payroll Anthonys Coal	A0F34	24,060.16
08/17	Frankcrum	Payroll Anthonys Coal	A0D55	24,458.96
08/17	Frankcrum	Payroll Anthonys Coal	60455	24,638.63
08/17	Frankcrum	Payroll Anthonys Coal	90549	24,663.53
08/17	Frankcrum	Payroll Anthonys Coal	31230	25,616.37
08/17	Frankcrum	Payroll Anthonys Coal	31231	25,766.21
08/17	Frankcrum	Payroll Anthonys Coal	31232	25,888.69
08/17	Frankcrum	Payroll Anthonys Coal	A0D21	26,436.47
08/17	Frankcrum	Payroll Anthonys Coal	A0H11	29,083.97
08/17	Frankcrum	Payroll Anthonys Coal	31508	29,367.01
08/17	Frankcrum	Payroll Anthonys Pizza	11195	43,937.58
08/17	Frankcrum	Payroll Anthonys Pizza	A0E46	97,943.50
08/17	Frankcrum	Payroll Anthonys Pizza	60050	148,011.92
08/17	Frankcrum	Payroll Anthonys Pizza	31227	340,918.37
08/18		Wire Transfer Thomas William		193,739.49
08/18		Craft Collective Fintecheft Anthony's Coal	20-1394718	83.00
08/18		Berkshire Brewin Fintecheft Anthony's Coal	20-1394718	89.00
08/18		Peerless Beverag Fintecheft Anthony's Coal	20-1394718	112.50
08/18		Frankcrum Payroll Anthonys Coal	60455	120.39
08/18		Double Eagle Dis Fintecheft Anthony's Coal	20-1394718	123.00
08/18		Wayne Densch - S Fintecheft Anthony's Coal	20-1394718	207.25
08/18		Atlantic Importi Fintecheft Anthony's Coal	20-1394718	215.00
08/18		Hunterdon Brewin Fintecheft Anthony's Coal	20-1394718	225.00
08/18		Origlio Beverage Fintecheft Anthony's Coal	20-1394718	236.84
08/18		Frankcrum Payroll Anthonys Coal	80708	273.64
08/18		Southern Eagle D Fintecheft Anthony's Coal	20-1394718	311.99
08/18		Stephens Distrib Fintecheft Anthony's Coal	20-1394718	360.00

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08/18	Eagle Brands Sal Fintech Anthony's Coal 20-1394718	442.35
08/18	Manhattan Beer D Fintech Anthony's Coal 20-1394718	459.53
08/18	American Bd Comp Fintech Anthony's Coal 20-1394718	511.99
08/18	Gold Coast Bever Fintech Anthony's Coal 20-1394718	586.20
08/18	Frankcrum Payroll Anthonys Coal A0F34	919.17
08/18	Gold Coast Bever Fintech Anthony's Coal 20-1394718	978.40
08/18	Brown Distributi Fintech Anthony's Coal 20-1394718	1,112.00
08/18	R & R Marketing, Fintech Anthony's Coal 20-1394718	1,133.05
08/18	Boening Brothers Fintech Anthony's Coal 20-1394718	1,209.77
08/18	Frankcrum Payroll Anthonys Coal 31371	2,713.14
08/18	Fedway Associate Fintech Anthony's Coal 20-1394718	3,399.25
08/18	Harland Clarke Chk Orders ?(1036)?anthon	63.91
08/21	Wire Transfer Regions Bank	4,202.47
08/21	Pay to Cr Line 2580311988	190,754.99
08/21	Shore Point Dist Fintech Anthony's Coal 20-1394718	41.15
08/21	Burke Distributi Fintech Anthony's Coal 20-1394718	59.50
08/21	S.K.I. Wholesale Fintech Anthony's Coal 20-1394718	59.99
08/21	Oak Beverages In Fintech Anthony's Coal 20-1394718	78.49
08/21	Cavalier Spirits Fintech Anthony's Coal 20-1394718	106.99
08/21	August A Busch C Fintech Anthony's Coal 20-1394718	108.75
08/21	Brown Distributi Fintech Anthony's Coal 20-1394718	139.00
08/21	Muller, Inc Fintech Anthony's Coal 20-1394718	153.49
08/21	Frankcrum Payroll Anthonys Coal 61184	166.57
08/21	Kramer Beverage Fintech Anthony's Coal 20-1394718	181.60
08/21	American Bd Comp Fintech Anthony's Coal 20-1394718	182.92
08/21	Penn Beer Sales Fintech Anthony's Coal 20-1394718	203.60
08/21	Frankcrum Payroll Anthonys Coal 31230	212.21
08/21	Frankcrum Payroll Anthonys Pizza 60050	217.22
08/21	Gold Coast Bever Fintech Anthony's Coal 20-1394718	243.60
08/21	Atlantic Importi Fintech Anthony's Coal 20-1394718	252.00
08/21	Goettler Distrib Fintech Anthony's Coal 20-1394718	279.69
08/21	Origlio Beverage Fintech Anthony's Coal 20-1394718	280.00
08/21	Cavalier Spirits Fintech Anthony's Coal 20-1394718	282.45
08/21	Peerless Beverag Fintech Anthony's Coal 20-1394718	284.00
08/21	Manhattan Beer D Fintech Anthony's Coal 20-1394718	300.60
08/21	Pepin Distributi Fintech Anthony's Coal 20-1394718	302.00
08/21	Double Eagle Dis Fintech Anthony's Coal 20-1394718	352.80
08/21	D. Bertoline & S Fintech Anthony's Coal 20-1394718	376.45
08/21	R & R Marketing, Fintech Anthony's Coal 20-1394718	381.00
08/21	Frankcrum Payroll Anthonys Coal Aa243	426.28
08/21	Jj Taylor Distri Fintech Anthony's Coal 20-1394718	445.15
08/21	Republic Nationa Fintech Anthony's Coal 20-1394718	449.40
08/21	Premier Beverage Fintech Anthony's Coal 20-1394718	474.59
08/21	Republic Nationa Fintech Anthony's Coal 20-1394718	629.40
08/21	Craft Brewers Gu Fintech Anthony's Coal 20-1394718	742.00
08/21	Florida Distribu Fintech Anthony's Coal 20-1394718	912.35
08/21	Frankcrum Payroll Anthonys Pizza 31227	1,316.65
08/21	Allied Beverage Fintech Anthony's Coal 20-1394718	1,462.64
08/21	Fedway Associate Fintech Anthony's Coal 20-1394718	1,511.34
08/21	Gold Coast Bever Fintech Anthony's Coal 20-1394718	1,958.70

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08/21	State of RI Tax Pmt Anthony's Coal 000081288358200	2,387.01
08/21	Commwlthofpa Int Pastsaletx 13170000044301 462010365	2,838.72
08/21	Commwlthofpa Int Pastsaletx 13170000044288 460974651	3,421.16
08/21	Commwlthofpa Int Pastsaletx 13170000044304 274557334	3,470.34
08/21	Commwlthofpa Int Pastsaletx 13170000044288 460974651	3,479.42
08/21	Commwlthofpa Int Pastsaletx 13170000044302 271293655	3,563.30
08/21	Commwlthofpa Int Pastsaletx 13170000044297 461963000	3,636.55
08/21	Commwlthofpa Int Pastsaletx 13170000044295 473790206	3,736.38
08/21	Commwlthofpa Int Pastsaletx 13170000044293 461969327	3,848.13
08/21	Commwlthofpa Int Pastsaletx 13170000044301 462010365	3,855.92
08/21	Commwlthofpa Int Pastsaletx 13170000044297 461963000	3,882.08
08/21	Allegheny County ACH Anthonys Pizza 866-290-5400	3,936.55
08/21	Commwlthofpa Int Pastsaletx 13170000044295 473790206	4,103.04
08/21	Commwlthofpa Int Pastsaletx 13170000044292 461969327	4,163.65
08/21	Commwlthofpa Int Pastsaletx 13170000044296 270701366	4,266.79
08/21	Commwlthofpa Int Pastsaletx 13170000044296 270701366	4,388.67
08/21	Commwlthofpa Int Pastsaletx 13170000044302 271293655	4,596.51
08/21	Commwlthofpa Int Pastsaletx 13170000044303 274557328	4,764.08
08/21	NJ Web Pmt 04110 Njweb04110 Anthony's Coal 091000012499785	4,840.01
08/21	Commwlthofpa Int Pastsaletx 13170000044303 274557328	4,892.80
08/21	Commwlthofpa Int Pastsaletx 13170000044305 274557334	5,415.16
08/21	Fla Dept Revenue C01 Anthony S Coal 000000015832080	7,946.02
08/21	Fla Dept Revenue C01 Anthony S Coal 000000016099236	8,105.19
08/21	Fla Dept Revenue C01 Anthony S Coal 000000014954295	8,151.77
08/21	Fla Dept Revenue C01 Anthonys Coal 000000016510531	8,624.95
08/21	Fla Dept Revenue C01 Anthony S Coal 000000016732353	8,830.24
08/21	Fla Dept Revenue C01 Anthony S Coal 000000015025694	9,220.52
08/21	Fla Dept Revenue C01 Anthony S Coal 000000016695991	10,218.21
08/21	Fla Dept Revenue C01 Anthony S Coal 000000016628344	10,273.58
08/21	Fla Dept Revenue C01 Anthony S Coal 000000015106470	10,403.97
08/21	Fla Dept Revenue C01 Anthonys Coal 000000015197102	10,559.77
08/21	Fla Dept Revenue C01 Anthonys Coal 000000013660335	10,632.47
08/21	Fla Dept Revenue C01 Anthony S Coal 000000013864075	11,008.77
08/21	Fla Dept Revenue C01 Anthonys Coal 000000013984808	11,032.46
08/21	Fla Dept Revenue C01 Anthonys Coal 000000013891642	11,230.00
08/21	Fla Dept Revenue C01 Anthony S Coal 000000015194185	11,384.10
08/21	Fla Dept Revenue C01 Anthonys Coal 000000014964160	11,472.88
08/21	NJ Web Pmt 04110 Njweb04110 Anthony's Coal 091000012515188	11,629.84
08/21	Southern Glazer' Fintecheft Anthony's Coal 20-1394718	11,749.31
08/21	Fla Dept Revenue C01 Anthony S Coal 000000015830693	12,135.00
08/21	NJ Web Pmt 04110 Njweb04110 Anthony's Coal 091000012499246	12,207.34
08/21	Fla Dept Revenue C01 Anthony S Coal 000000015122126	12,315.06
08/21	NJ Web Pmt 04110 Njweb04110 Anthony's Coal 091000012502916	12,376.51
08/21	Fla Dept Revenue C01 Anthonys Coal 000000013750124	12,801.30
08/21	Fla Dept Revenue C01 Anthony S Coal 000000013317177	12,860.48
08/21	Nys Dtf Sales Tax Paymnt SW1707429052 000000022379172	12,900.09
08/21	NJ Web Pmt 04110 Njweb04110 Anthony's Coal 091000012498619	12,999.30
08/21	NJ Web Pmt 04110 Njweb04110 Anthony's Coal 091000012500330	13,104.82
08/21	Nys Dtf Sales Tax Paymnt SW1707429033 000000022379162	13,119.20
08/21	Mdc Fin Tour Tax 3053755452 Anthonys Pizza 490440000	13,284.76

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08/21	Nys Dtf Sales Tax Paymnt SW1707429021 000000022379154	13,396.38
08/21	Fla Dept Revenue C01 Anthony S Coal 000000015238252	13,699.81
08/21	Fla Dept Revenue C01 Anthony S Coal 000000014963798	13,753.55
08/21	Fla Dept Revenue C01 Anthonys Coal 000000013891630	14,211.40
08/21	Fla Dept Revenue C01 Anthony S Coal 000000014963950	14,828.96
08/21	NJ Web Pmt 04110 Njweb04110 Anthony's Coal 091000012514199	15,091.12
08/21	Fla Dept Revenue C01 Anthonys Coal 000000012056592	15,244.91
08/21	Fla Dept Revenue C01 Anthonys Coal 000000013891792	15,364.37
08/21	NJ Web Pmt 04110 Njweb04110 Anthony's Coal 091000012515449	15,753.20
08/21	Nys Dtf Sales Tax Paymnt SW1707429041 000000022379166	15,799.89
08/21	Nys Dtf Sales Tax Paymnt SW1707428969 000000022379137	15,953.51
08/21	NJ Web Pmt 04110 Njweb04110 Anthony's Coal 091000012502928	16,675.42
08/21	State of RI Tax Pmt Anthony's Coal 000081288358200	16,709.05
08/21	Nys Dtf Sales Tax Paymnt SW1707428985 000000022379141	16,879.64
08/21	Nys Dtf Sales Tax Paymnt SW1707429004 000000022379147	17,207.39
08/21	Nys Dtf Sales Tax Paymnt SW1707429055 000000022379173	18,169.31
08/21	Fla Dept Revenue C01 Anthonys Coal 000000013580096	19,784.04
08/22	Pay to Cr Line 2580311988	98,365.76
08/22	Crafty Connoisse Fintecheft Anthony's Coal 20-1394718	52.00
08/22	High Grade Bever Fintecheft Anthony's Coal 20-1394718	84.00
08/22	Hunterdon Brewin Fintecheft Anthony's Coal 20-1394718	126.00
08/22	Allied Beverage Fintecheft Anthony's Coal 20-1394718	132.00
08/22	Frankcrum Payroll Anthonys Coal Aa414	145.63
08/22	Eagle Brands Sal Fintecheft Anthony's Coal 20-1394718	166.20
08/22	Discoverybenefit Plan Fund Anthony's Coal 172332E4A7D1E	184.13
08/22	Frankcrum Payroll Anthonys Coal 60163	191.64
08/22	Frankcrum Payroll Anthonys Coal Aa243	208.45
08/22	Manhattan Beer D Fintecheft Anthony's Coal 20-1394718	461.60
08/22	Peerless Beverag Fintecheft Anthony's Coal 20-1394718	476.50
08/22	Stephens Distrib Fintecheft Anthony's Coal 20-1394718	518.15
08/22	Gold Coast Bever Fintecheft Anthony's Coal 20-1394718	594.90
08/22	Jj Taylor Distri Fintecheft Anthony's Coal 20-1394718	716.40
08/22	Eagle Brands Sal Fintecheft Anthony's Coal 20-1394718	774.85
08/22	Frankcrum Payroll Anthonys Pizza 11195	1,020.74
08/22	Frankcrum Payroll Anthonys Pizza 31227	1,233.34
08/22	Brown Distributi Fintecheft Anthony's Coal 20-1394718	2,503.10
08/22	Comm of Mass EFT MA Dor Pay Anthonys Coal 211601664	9,041.67
08/22	Comm of Mass EFT MA Dor Pay Anthonys Coal 165431552	10,540.69
08/22	Comm of Mass EFT MA Dor Pay Anthony S Coal 1754548480	11,462.40
08/22	Comm of Mass EFT MA Dor Pay Anthonys Coal 306612480	11,765.36
08/22	Comm of Mass EFT MA Dor Pay Anthonys Coal 1278576896	14,511.41
08/23	Bank Debit	0.60
08/23	D. Bertoline & S Fintecheft Anthony's Coal 20-1394718	42.50
08/23	Frankcrum Payroll Anthonys Coal 61355	86.60
08/23	Republic Nationa Fintecheft Anthony's Coal 20-1394718	229.50
08/23	Manhattan Beer D Fintecheft Anthony's Coal 20-1394718	417.19
08/23	Florida Distribu Fintecheft Anthony's Coal 20-1394718	611.80
08/23	Boening Brothers Fintecheft Anthony's Coal 20-1394718	1,356.78
08/23	Account Correction	20.00
08/24	Bank Debit	100.00

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08/24	Craft Collective Fintech Anthony's Coal 20-1394718	26.00
08/24	Atlantic Importi Fintech Anthony's Coal 20-1394718	98.00
08/24	American Bd Comp Fintech Anthony's Coal 20-1394718	108.00
08/24	Oak Beverages In Fintech Anthony's Coal 20-1394718	131.00
08/24	Anheuser-Busch S Fintech Anthony's Coal 20-1394718	138.00
08/24	Eagle Brands Sal Fintech Anthony's Coal 20-1394718	171.10
08/24	Manhattan Beer D Fintech Anthony's Coal 20-1394718	173.95
08/24	Double Eagle Dis Fintech Anthony's Coal 20-1394718	180.00
08/24	Frankcrum Payroll Anthonys Coal A0G98	200.00
08/24	Frankcrum Payroll Anthonys Coal 11362	200.00
08/24	Muller, Inc Fintech Anthony's Coal 20-1394718	220.32
08/24	Jj Taylor Distri Fintech Anthony's Coal 20-1394718	223.10
08/24	Frankcrum Payroll Anthonys Coal 31301	300.00
08/24	Goettler Distrib Fintech Anthony's Coal 20-1394718	303.01
08/24	City Beverages - Fintech Anthony's Coal 20-1394718	312.60
08/24	Boening Brothers Fintech Anthony's Coal 20-1394718	358.50
08/24	Craft Brewers Gu Fintech Anthony's Coal 20-1394718	410.00
08/24	Origlio Beverage Fintech Anthony's Coal 20-1394718	444.82
08/24	Brown Distributi Fintech Anthony's Coal 20-1394718	625.00
08/24	Gold Coast Bever Fintech Anthony's Coal 20-1394718	629.10
08/24	R & R Marketing, Fintech Anthony's Coal 20-1394718	771.47
08/24	Southern Glazer' Fintech Anthony's Coal 20-1394718	870.60
08/24	Gold Coast Bever Fintech Anthony's Coal 20-1394718	910.55
08/24	Hunterdon Brewin Fintech Anthony's Coal 20-1394718	1,022.00
08/24	Fedway Associate Fintech Anthony's Coal 20-1394718	2,273.20
08/24	Frankcrum Payroll Anthonys Coal 61093	9,449.43
08/24	Frankcrum Payroll Anthonys Coal 60053	9,824.34
08/24	Frankcrum Payroll Anthonys Coal 61152	9,869.66
08/24	Frankcrum Payroll Anthonys Coal 61015	10,757.63
08/24	Frankcrum Payroll Anthonys Coal 60044	10,951.87
08/24	Frankcrum Payroll Anthonys Coal 61594	11,363.83
08/24	Frankcrum Payroll Anthonys Coal 60968	11,469.81
08/24	Frankcrum Payroll Anthonys Coal 61709	11,496.41
08/24	Frankcrum Payroll Anthonys Coal 11699	11,630.86
08/24	Frankcrum Payroll Anthonys Coal 60379	12,222.66
08/25	Wire Transfer Regions Bank	3,943.98
08/25	American Bd Comp Fintech Anthony's Coal 20-1394718	109.08
08/25	Southern Eagle D Fintech Anthony's Coal 20-1394718	121.25
08/25	Stephens Distrib Fintech Anthony's Coal 20-1394718	128.95
08/25	Great Bay Distri Fintech Anthony's Coal 20-1394718	172.85
08/25	Peerless Beverag Fintech Anthony's Coal 20-1394718	196.00
08/25	Boening Brothers Fintech Anthony's Coal 20-1394718	225.80
08/25	Penn Beer Sales Fintech Anthony's Coal 20-1394718	256.20
08/25	R & R Marketing, Fintech Anthony's Coal 20-1394718	333.03
08/25	Craft Collective Fintech Anthony's Coal 20-1394718	399.00
08/25	Frankcrum Payroll Anthonys Coal 31301	453.14
08/25	Muller, Inc Fintech Anthony's Coal 20-1394718	543.73
08/25	Origlio Beverage Fintech Anthony's Coal 20-1394718	545.65
08/25	Allied Beverage Fintech Anthony's Coal 20-1394718	596.88
08/25	Fedway Associate Fintech Anthony's Coal 20-1394718	636.30

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08/25	Gold Coast Bever Fintech Anthony's Coal 20-1394718	641.70
08/25	Kramer Beverage Fintech Anthony's Coal 20-1394718	726.70
08/25	Pepin Distributi Fintech Anthony's Coal 20-1394718	814.20
08/25	Brown Distributi Fintech Anthony's Coal 20-1394718	942.75
08/25	Gold Coast Bever Fintech Anthony's Coal 20-1394718	1,150.50
08/25	Shore Point Dist Fintech Anthony's Coal 20-1394718	1,163.70
08/25	Manhattan Beer D Fintech Anthony's Coal 20-1394718	1,166.68
08/25	Clare Rose, Inc. Fintech Anthony's Coal 20-1394718	1,582.30
08/25	Peerless Beverag Fintech Anthony's Coal 20-1394718	1,694.10
08/25	Frankcrum Payroll Anthonys Pizza 11195	19,330.06
08/25	Frankcrum Payroll Anthonys Pizza A0E46	41,580.46
08/25	Frankcrum Payroll Anthonys Pizza 60050	63,781.37
08/25	Frankcrum Payroll Anthonys Pizza 31227	100,739.92
08/25	Harland Clarke Chk Orders ?(1031)?anthon	60.29
08/25	Harland Clarke Chk Orders ?(1015)?anthon	63.91
08/25	Harland Clarke Chk Orders ?(1072)?anthon	63.91
08/25	Harland Clarke Chk Orders ?(1076)?anthon	64.06
08/25	Harland Clarke Chk Orders ?(1017)?anthon	64.51
08/28	State of RI Tax Pmt Anthony's Coal 000081288358200	10.00
08/28	American Bd Comp Fintech Anthony's Coal 20-1394718	34.68
08/28	D. Bertoline & S Fintech Anthony's Coal 20-1394718	53.00
08/28	S.K.I. Wholesale Fintech Anthony's Coal 20-1394718	119.99
08/28	JJ Taylor Distri Fintech Anthony's Coal 20-1394718	171.20
08/28	Manhattan Beer D Fintech Anthony's Coal 20-1394718	181.64
08/28	Brown Distributi Fintech Anthony's Coal 20-1394718	219.00
08/28	Florida Distributi Fintech Anthony's Coal 20-1394718	318.00
08/28	Eagle Brands Sal Fintech Anthony's Coal 20-1394718	523.65
08/28	Allied Beverage Fintech Anthony's Coal 20-1394718	582.53
08/28	Burke Distributi Fintech Anthony's Coal 20-1394718	715.60
08/28	Gold Coast Bever Fintech Anthony's Coal 20-1394718	765.30
08/28	Republic Nationa Fintech Anthony's Coal 20-1394718	799.70
08/28	Republic Nationa Fintech Anthony's Coal 20-1394718	809.40
08/28	R & R Marketing, Fintech Anthony's Coal 20-1394718	1,315.93
08/28	Cavalier Spirits Fintech Anthony's Coal 20-1394718	1,380.57
08/28	Gold Coast Bever Fintech Anthony's Coal 20-1394718	2,012.40
08/28	Fedway Associate Fintech Anthony's Coal 20-1394718	2,696.19
08/28	Southern Glazer' Fintech Anthony's Coal 20-1394718	17,188.18
	Total Withdrawals	\$6,290,611.45

FEES

08/02	Stop Pay-Special Pay Inst Fee	0.00
08/09	Analysis Explicit Charge 07-17	74.00
08/09	Analysis Charge 07-17	4,472.93
08/18	Stop Pay-Special Pay Inst Fee	0.00
	Total Fees	\$4,546.93

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08/03		20.00	08/18	80194 *	388.32
08/03		40.00	08/04	80281 *	150.00
08/11		5.00	08/10	80297 *	211.59
08/11		163.42	08/10	80326 *	23.34
08/02	1011 *	100.00	08/07	80358 *	450.00
08/02	1014 *	5.00	08/07	80380 *	80.00
08/09	1016 *	10.00	08/09	80386 *	80.00
08/09	1017 *	100.00	08/16	80395 *	461.08
08/23	1021 *	100.00	08/08	80437 *	150.00
08/14	1024 *	20.00	08/24	80457 *	80.00
08/22	31579 *	200.00	08/02	80464 *	194.71
08/15	75354 *	90.47	08/17	80470 *	80.00
08/14	75557 *	114.92	08/11	80473 *	622.00
08/22	76741 *	163.92	08/28	80482 *	205.74
08/24	76773 *	97.21	08/01	80496 *	118.26
08/04	76993 *	31.64	08/07	80512 *	587.07
08/01	77225 *	245.80	08/04	80531 *	250.00
08/28	78039 *	235.37	08/01	80573 *	125.00
08/14	78182 *	202.01	08/11	80579 *	250.00
08/02	78750 *	189.99	08/02	80589 *	1,235.00
08/25	78816 *	371.70	08/08	80611 *	694.54
08/10	79082 *	424.74	08/03	80624 *	319.60
08/15	79104 *	107.88	08/01	80630 *	1,120.82
08/07	79164 *	80.00	08/01	80636 *	112,867.36
08/10	79289 *	150.00	08/01	80638 *	140.87
08/10	79407 *	210.88	08/02	80644 *	22.81
08/10	79510 *	270.04	08/18	80647 *	316.81
08/08	79584 *	125.59	08/01	80650 *	320.00
08/14	79594 *	206.14	08/08	80651 *	137.80
08/07	79608 *	199.20	08/01	80658 *	2,276.35
08/10	79680 *	300.26	08/01	80660 *	359.08
08/18	79693 *	145.03	08/02	80664 *	1,400.00
08/10	79698 *	750.00	08/10	80668 *	240.00
08/21	79793 *	100.00	08/04	80669 *	106.00
08/16	79808 *	110.00	08/09	80676 *	420.00
08/21	79917 *	535.15	08/03	80677 *	371.54
08/23	79930 *	176.43	08/01	80678 *	3,300.16
08/17	79953 *	198.30	08/03	80679 *	3,000.00
08/14	79962 *	100.00	08/04	80680 *	21.38
08/23	80018 *	96.47	08/02	80685 *	59.82
08/07	80035 *	293.38	08/01	80691 *	120.00
08/10	80039 *	150.00	08/08	80694 *	100.00
08/10	80061 *	250.00	08/02	80695 *	350.00
08/11	80126 *	168.82	08/03	80707 *	87.25
08/08	80132 *	350.00	08/08	80716 *	980.00
08/01	80133 *	400.00	08/23	80720 *	294.14
08/22	80148 *	38.82	08/02	80725 *	146.81
08/15	80164 *	142.15	08/02	80738 *	72.29

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08/10	80751 *	1,700.00	08/04	80919	310.54
08/01	80755 *	400.00	08/07	80920	140.00
08/22	80759 *	5,444.61	08/07	80921	191.09
08/04	80763 *	39.94	08/04	80923 *	240.00
08/11	80766 *	200.00	08/08	80924	1,345.30
08/04	80771 *	138.94	08/04	80925	286.00
08/02	80785 *	217.00	08/04	80926	2,196.52
08/03	80790 *	192.28	08/04	80927	556.49
08/01	80807 *	1,487.00	08/16	80928	150.00
08/21	80810 *	2,550.00	08/04	80930 *	21.38
08/09	80814 *	161.53	08/07	80932 *	125.00
08/07	80816 *	250.00	08/08	80933	1,070.17
08/22	80817 *	371.42	08/07	80934	452.23
08/01	80826 *	7,400.00	08/07	80935	145.75
08/07	80839 *	250.00	08/04	80936	344.12
08/04	80840	8,477.48	08/11	80937	82.39
08/04	80841	200.00	08/07	80938	212.00
08/02	80845 *	77.04	08/14	80939	897.00
08/02	80847 *	4,845.00	08/03	80941 *	183.08
08/01	80848	110.00	08/10	80942	1,600.00
08/01	80855 *	77.85	08/07	80943	37.95
08/09	80870 *	258.67	08/21	80944	90.95
08/07	80871	611.08	08/21	80945	3,127.32
08/03	80872	233.67	08/22	80946	150.00
08/02	80873	126.13	08/07	80947	9.15
08/08	80874	311.24	08/07	80948	6.67
08/02	80875	392.37	08/08	80949	726.22
08/02	80876	100.35	08/08	80950	577.30
08/02	80877	331.72	08/02	80951	97.73
08/15	80878	228.60	08/02	80952	30.86
08/02	80879	127.12	08/02	80953	81.11
08/02	80880	155.24	08/02	80954	29.54
08/03	80881	117.57	08/02	80955	112.97
08/02	80884 *	169.60	08/02	80956	99.80
08/02	80892 *	337.94	08/02	80957	287.76
08/09	80901 *	575.00	08/04	80959 *	307.19
08/14	80907 *	165.00	08/03	80960	100.00
08/07	80908	98.00	08/07	80961	250.00
08/03	80909	1,855.00	08/04	80962	518.34
08/02	80910	874.49	08/04	80963	904.83
08/04	80911	356.46	08/04	80964	44.89
08/03	80912	2,343.06	08/03	80965	8,373.84
08/04	80913	201.25	08/03	80966	1,251.90
08/03	80914	894.35	08/10	80967	300.00
08/17	80915	180.00	08/03	80968	145.00
08/03	80916	1,264.05	08/28	80969	150.00
08/14	80917	58.00	08/03	80970	150.00
08/04	80918	330.00	08/10	80971	1,940.72

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08/03	80972	891.66	08/16	81026	65.07
08/08	80974 *	343.75	08/04	81027	712.65
08/04	80975	875.60	08/09	81028	7,524.00
08/09	80976	4,955.75	08/03	81029	20.00
08/04	80977	333.77	08/07	81030	625.00
08/01	80978	1,313.70	08/09	81031	995.93
08/04	80979	2,165.69	08/07	81032	125.00
08/08	80980	66.00	08/07	81033	2,180.79
08/03	80981	96.30	08/09	81034	127.20
08/07	80982	533.85	08/04	81035	293.20
08/08	80983	28.80	08/03	81036	88.48
08/07	80984	32.66	08/01	81037	110.74
08/03	80985	171.88	08/01	81038	88.91
08/03	80986	910.40	08/01	81039	1,889.94
08/04	80987	831.50	08/03	81040	1,982.25
08/07	80988	516.55	08/03	81041	639.71
08/03	80989	341.26	08/04	81042	650.00
08/03	80990	2,392.61	08/09	81043	3,666.09
08/01	80994 *	369.81	08/03	81044	607.69
08/09	80995	2,469.71	08/04	81046 *	612.80
08/07	80996	598.84	08/03	81047	134.99
08/07	80997	292.62	08/04	81051 *	1,213.60
08/14	80998	104.63	08/07	81052	829.18
08/16	80999	356.75	08/04	81053	400.00
08/09	81001 *	212.28	08/02	81055 *	3,667.97
08/02	81002	161.17	08/15	81056	100.00
08/10	81003	163.42	08/02	81057	1,515.69
08/17	81004	320.21	08/04	81058	112,273.22
08/09	81005	363.16	08/04	81059	30,701.57
08/08	81006	259.36	08/03	81060	141,276.82
08/08	81007	110.52	08/02	81061	1,500.00
08/08	81008	303.04	08/01	81066 *	1,500.00
08/24	81009	390.62	08/03	81068 *	608.20
08/10	81010	129.49	08/04	81069	591.99
08/09	81011	218.01	08/09	81070	252.61
08/07	81012	135.12	08/08	81071	341.47
08/10	81013	389.63	08/02	81072	402.19
08/18	81014	250.00	08/02	81073	2,309.25
08/01	81015	74.48	08/02	81074	633.40
08/08	81016	87,221.94	08/03	81075	1,010.78
08/01	81017	8,874.29	08/04	81076	1,119.29
08/09	81018	665.10	08/03	81077	800.00
08/02	81019	10,416.67	08/03	81078	775.28
08/03	81020	862.80	08/04	81079	386.20
08/03	81021	427.25	08/08	81080	66.00
08/04	81022	627.73	08/03	81081	128.35
08/02	81024 *	568.91	08/03	81082	1,643.38
08/03	81025	39.20	08/07	81083	474.11

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08/08	81084	197.25	08/10	81133	16,776.29
08/04	81085	154.10	08/10	81134	15,559.29
08/03	81086	424.00	08/08	81135	17,527.50
08/04	81087	49.45	08/11	81136	26,326.41
08/03	81088	95.63	08/07	81137	17,784.71
08/03	81089	538.34	08/16	81138	11,969.88
08/03	81090	161.52	08/08	81139	14,986.02
08/08	81091	2,604.00	08/09	81140	16,148.04
08/04	81092	300.00	08/09	81141	11,837.87
08/07	81093	182.74	08/08	81142	11,602.20
08/21	81094	812.00	08/10	81143	14,080.00
08/02	81095	782.99	08/10	81144	11,636.26
08/01	81096	17,116.40	08/07	81145	12,809.72
08/09	81097	25,245.65	08/10	81146	23,791.60
08/07	81098	10,945.05	08/08	81147	14,168.04
08/08	81099	11,475.00	08/09	81148	10,341.55
08/04	81100	13,730.28	08/09	81149	11,702.23
08/04	81101	21,313.25	08/09	81150	8,619.73
08/09	81102	17,303.32	08/09	81151	650.00
08/04	81103	15,001.65	08/10	81152	15,795.80
08/09	81104	14,398.21	08/08	81153	11,382.93
08/08	81105	22,613.48	08/08	81154	9,030.55
08/08	81106	12,976.43	08/07	81155	2,000.00
08/08	81107	11,041.73	08/08	81156	18,193.70
08/22	81108	18,558.11	08/09	81157	17,002.48
08/07	81109	20,784.27	08/08	81158	9,333.33
08/09	81110	12,825.04	08/08	81159	15,301.04
08/08	81111	20,122.69	08/10	81160	14,540.57
08/08	81112	9,526.97	08/14	81161	17,787.37
08/10	81113	8,767.05	08/14	81162	183.00
08/08	81114	14,574.17	08/15	81163	136.50
08/04	81115	17,199.14	08/16	81164	65.72
08/04	81116	7,883.00	08/14	81165	73.75
08/08	81117	12,526.64	08/11	81166	100.00
08/08	81118	16,196.66	08/14	81167	68.09
08/11	81119	15,638.75	08/10	81168	1,007.79
08/08	81120	16,312.50	08/11	81169	7,935.00
08/08	81121	9,791.64	08/11	81170	207.45
08/08	81122	14,939.25	08/15	81171	3,008.26
08/08	81123	14,230.64	08/09	81172	620.47
08/08	81124	11,302.23	08/11	81173	175.50
08/08	81125	15,514.97	08/11	81174	296.50
08/09	81126	14,217.01	08/22	81175	150.00
08/07	81127	9,528.00	08/10	81176	145.42
08/08	81129 *	14,447.02	08/14	81177	320.00
08/11	81130	17,143.63	08/14	81178	65.00
08/10	81131	20,238.58	08/10	81179	300.30
08/07	81132	21,893.20	08/08	81180	1,097.20

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08/11	81181	95.24	08/09	81231	20,438.01
08/16	81182	79,750.00	08/09	81232	5,593.19
08/15	81183	900.00	08/16	81233	37.10
08/08	81184	155.66	08/08	81234	79.05
08/15	81185	70.00	08/09	81235	674.10
08/15	81186	908.50	08/15	81236	41.34
08/10	81187	34.34	08/10	81237	1,053.70
08/11	81188	173.68	08/14	81238	308.51
08/11	81189	1,198.71	08/28	81239	125.00
08/09	81190	434.02	08/10	81240	300.00
08/10	81191	240.00	08/09	81241	273.59
08/10	81192	1,044.81	08/08	81242	233.04
08/08	81193	491.49	08/08	81243	95.83
08/11	81194	385.64	08/08	81244	36.57
08/16	81196 *	330.00	08/07	81245	59.62
08/16	81197	201.50	08/07	81246	6,742.61
08/09	81198	172.90	08/14	81247	932.75
08/10	81199	65.00	08/15	81248	112.20
08/11	81200	438.66	08/10	81250 *	2,209.55
08/23	81201	433.15	08/10	81251	159.00
08/14	81202	21.38	08/15	81252	1,027.67
08/14	81204 *	150.00	08/09	81253	283.49
08/08	81205	349.22	08/09	81254	500.00
08/15	81206	758.70	08/21	81255	256.51
08/10	81207	250.00	08/10	81256	636.00
08/08	81208	354.26	08/11	81257	190.10
08/08	81209	616.51	08/11	81258	288.00
08/11	81210	696.15	08/10	81259	9,385.00
08/08	81211	1,408.49	08/08	81260	845.42
08/16	81212	10,000.00	08/10	81261	1,493.02
08/02	81213	1,500.00	08/11	81262	128.52
08/10	81214	10,076.64	08/14	81263	72.29
08/09	81215	522.03	08/08	81264	1,300.82
08/11	81216	6,028.25	08/14	81265	227.59
08/07	81217	117.00	08/11	81266	16,319.68
08/14	81218	40.30	08/08	81267	1,670.10
08/14	81219	6,741.00	08/09	81269 *	4,000.00
08/14	81220	770.57	08/28	81270	1,700.00
08/14	81221	400.00	08/10	81271	240.75
08/18	81222	183.99	08/18	81272	74.20
08/11	81223	1,743.70	08/09	81273	120.00
08/11	81224	15,560.82	08/14	81274	10,590.94
08/18	81225	110.14	08/10	81275	1,574.26
08/14	81226	463.67	08/11	81276	266.20
08/15	81227	876.35	08/14	81277	2,065.05
08/14	81228	1,857.20	08/09	81278	351.73
08/14	81229	39,685.43	08/10	81279	610.00
08/14	81230	680.00	08/08	81280	435.00

Regions Bank
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CHECKS (CONTINUED)

Date	Check No.	Amount	Date	Check No.	Amount
08/09	81282 *	615.40	08/23	81339	431.73
08/14	81283	1,325.64	08/15	81340	3,543.09
08/16	81284	1,239.06	08/10	81341	597.55
08/11	81286 *	149.80	08/10	81342	288.00
08/11	81287	726.10	08/10	81343	22,806.02
08/18	81288	1,185.00	08/14	81344	265.07
08/11	81289	1,970.91	08/09	81345	405.65
08/14	81290	65.18	08/11	81346	2,306.60
08/09	81291	1,694.70	08/10	81347	6,723.85
08/09	81292	382.35	08/14	81348	500.00
08/15	81293	258.25	08/14	81349	3,374.76
08/14	81294	437.98	08/14	81351 *	127.20
08/11	81296 *	280.27	08/10	81352	630.20
08/10	81298 *	10.10	08/10	81353	73.12
08/11	81300 *	122.40	08/10	81355 *	357.84
08/09	81301	618.30	08/24	81356	55.00
08/08	81302	745.75	08/11	81357	1,530.02
08/14	81303	706.93	08/10	81358	1,109.69
08/11	81304	90.89	08/08	81359	674.14
08/10	81306 *	6,825.83	08/18	81360	250.00
08/14	81308 *	4,497.50	08/14	81361	6,131.10
08/14	81309	480.00	08/14	81363 *	77.04
08/11	81310	2,024.00	08/16	81364	2,438.55
08/11	81311	2,232.57	08/17	81365	441.60
08/14	81313 *	250.00	08/16	81366	1,426.87
08/10	81314	12,170.64	08/16	81369 *	253.00
08/08	81315	366.91	08/04	81370	680.32
08/08	81316	565.97	08/15	81371	70.00
08/16	81318 *	150.00	08/07	81372	3,833.53
08/10	81319	6,623.66	08/18	81373	334.94
08/08	81320	79.91	08/14	81374	872.75
08/11	81321	433.13	08/14	81375	136.00
08/15	81322	167,690.92	08/11	81376	702.33
08/08	81323	267.06	08/15	81377	2,211.08
08/10	81324	3,406.77	08/21	81378	132.33
08/16	81325	25.68	08/17	81379	296.53
08/11	81326	261.10	08/11	81380	852.78
08/11	81327	27.57	08/15	81381	2,068.84
08/14	81328	1,347.65	08/11	81382	1,702.98
08/10	81329	616.31	08/10	81383	551.55
08/09	81330	668.90	08/09	81384	681.43
08/08	81331	825.07	08/09	81385	141.51
08/16	81332	675.00	08/08	81386	743.85
08/11	81333	360.00	08/09	81387	1,002.89
08/14	81334	135.00	08/14	81388	238.25
08/15	81336 *	1,605.00	08/16	81389	172.86
08/08	81337	506.20	08/16	81390	187.79
08/28	81338	400.00	08/16	81391	232.74

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CHECKS (CONTINUED)

Date	Check No.	Amount	Date	Check No.	Amount
08/09	81392	442.81	08/18	81440	324.52
08/14	81393	224.96	08/23	81443 *	35.29
08/14	81394	197.98	08/22	81444	70.00
08/15	81395	249.17	08/25	81445	240.00
08/16	81396	229.06	08/21	81446	240.00
08/15	81397	120.22	08/21	81447	240.00
08/15	81398	202.06	08/17	81448	1,906.56
08/17	81399	138.20	08/16	81449	75.00
08/16	81400	465.82	08/24	81450	200.00
08/17	81401	309.95	08/15	81451	34.45
08/17	81402	526.81	08/21	81452	1,677.26
08/10	81403	163.88	08/18	81456 *	255.00
08/15	81404	186.68	08/28	81458 *	125.00
08/10	81405	56.88	08/21	81460 *	3,510.23
08/16	81406	100.00	08/18	81461	3,435.92
08/16	81407	851.74	08/17	81462	421.34
08/10	81408	121.41	08/25	81463	243.00
08/14	81409	289,244.66	08/25	81464	478.14
08/14	81410	52,318.44	08/21	81465	406.36
08/11	81411	226,367.98	08/15	81466	295.00
08/14	81412	200.00	08/21	81467	389.50
08/10	81413	43.54	08/22	81468	108.38
08/11	81414	326.10	08/21	81469	83.36
08/14	81415	2,000.00	08/18	81470	20.83
08/11	81416	7,366.00	08/28	81471	250.00
08/17	81417	127.50	08/16	81472	782.28
08/16	81418	63.60	08/18	81473	4,386.25
08/18	81419	74.90	08/21	81475 *	499.32
08/17	81420	86.87	08/24	81476	261.79
08/16	81421	1,132.00	08/18	81477	1,397.24
08/17	81422	2,734.77	08/21	81478	178.30
08/21	81423	40.96	08/16	81479	1,776.92
08/16	81424	142.46	08/28	81480	92.00
08/18	81425	426.43	08/21	81481	1,948.90
08/17	81426	233.90	08/24	81482	87.25
08/21	81427	261.46	08/17	81483	1,828.68
08/15	81428	158,338.69	08/21	81484	7,726.09
08/17	81429	160.00	08/11	81485	330.00
08/17	81430	189.50	08/17	81487 *	2,514.18
08/16	81431	365.60	08/17	81489 *	13,292.10
08/22	81432	600.00	08/15	81495 *	15,045.73
08/24	81433	137.02	08/15	81496	2,235.78
08/22	81434	157.16	08/17	81497	816.80
08/15	81435	361.00	08/16	81498	1,412.40
08/16	81436	2,700.00	08/22	81499	79.29
08/16	81437	968.55	08/18	81500	4,761.78
08/16	81438	41.87	08/28	81501	14,699.30
08/17	81439	341.93	08/21	81502	320.12

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Date	Check No.	Amount	Date	Check No.	Amount
08/21	81503	2,238.07	08/28	81562	395.00
08/21	81504	18.04	08/16	81563	1,054.81
08/17	81505	130.00	08/18	81564	44.00
08/24	81506	350.00	08/18	81565	96.30
08/17	81507	150.00	08/16	81566	715.60
08/23	81508	483.09	08/22	81567	270.00
08/17	81509	73.14	08/18	81568	304.24
08/23	81510	1,376.87	08/24	81569	250.09
08/16	81511	32.34	08/15	81570	1,072.55
08/14	81512	8,894.94	08/18	81571	4,500.00
08/18	81513	1,120.00	08/21	81572	61.20
08/21	81514	51.32	08/23	81573	700.00
08/18	81516 *	750.00	08/16	81574	439.25
08/17	81517	2,545.84	08/22	81575	862.20
08/17	81518	5,000.00	08/18	81576	304.81
08/18	81519	565.56	08/16	81577	632.88
08/18	81520	586.29	08/17	81578	5,120.24
08/17	81521	100.00	08/17	81580 *	1,750.00
08/17	81522	461.65	08/17	81583 *	191.55
08/21	81524 *	790.00	08/23	81584	207.76
08/16	81526 *	1,112.39	08/21	81585	138.67
08/23	81527	224.91	08/15	81586	420.37
08/18	81528	243.65	08/15	81590 *	664.79
08/18	81529	1,155.00	08/23	81591	189.44
08/21	81530	131.67	08/28	81592	109.49
08/18	81531	4,346.25	08/17	81594 *	440.52
08/17	81532	1,198.41	08/18	81595	250.00
08/22	81533	175.00	08/15	81596	95.75
08/21	81534	25.00	08/16	81597	300.00
08/15	81535	1,872.40	08/22	81598	2,128.00
08/17	81536	907.56	08/21	81599	168,629.15
08/24	81537	300.00	08/18	81601 *	16,602.37
08/21	81539 *	4,500.00	08/22	81602	25.68
08/17	81540	1,100.02	08/17	81603	114.00
08/22	81542 *	300.00	08/25	81605 *	250.00
08/17	81543	400.00	08/17	81606	352.50
08/17	81545 *	180.00	08/21	81607	225.40
08/17	81547 *	1,520.75	08/16	81609 *	485.11
08/21	81549 *	2,449.50	08/18	81610	305.00
08/16	81550	633.87	08/15	81611	391.20
08/21	81551	1,066.92	08/28	81612	213.30
08/23	81552	7,642.83	08/15	81613	983.96
08/18	81553	102.10	08/15	81616 *	160.00
08/15	81554	435.00	08/17	81617	273.23
08/16	81555	1,120.80	08/22	81618	464.40
08/17	81556	42.80	08/22	81620 *	499.25
08/18	81560 *	1,675.00	08/17	81622 *	109.93
08/22	81561	59.91	08/16	81623	493.15

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Date	Check No.	Amount	Date	Check No.	Amount
08/16	81626 *	993.29	08/15	81697	382.68
08/24	81627	125.00	08/16	81698	129.28
08/18	81628	243.62	08/15	81699	471.92
08/21	81630 *	4,254.18	08/16	81700	791.82
08/23	81631	86.90	08/18	81701	700.98
08/21	81632	169.60	08/28	81702	964.66
08/24	81633	1,667.00	08/25	81703	4,705.60
08/15	81634	46.02	08/22	81704	332.49
08/15	81635	86.77	08/25	81705	3,232.73
08/18	81637 *	350.00	08/28	81706	48.88
08/18	81638	123.05	08/28	81708 *	108.85
08/28	81639	776.68	08/28	81709	975.00
08/21	81641 *	2,154.51	08/25	81710	2,911.63
08/22	81642	125.00	08/28	81711	41.21
08/23	81643	1,752.65	08/25	81712	4,050.00
08/15	81644	491.64	08/25	81717 *	484.79
08/18	81653 *	657.18	08/25	81718	525.73
08/18	81654	225.00	08/24	81720 *	188.59
08/21	81655	250.00	08/23	81723 *	389.04
08/18	81660 *	9,602.50	08/23	81726 *	1,050.48
08/22	81661	8,081.39	08/23	81727	56.45
08/16	81662	200.00	08/22	81729 *	937.60
08/21	81664 *	1,213.60	08/24	81730	95.34
08/21	81670 *	2,432.17	08/25	81732 *	295.86
08/17	81671	894.46	08/22	81734 *	1,149.14
08/25	81672	150.00	08/23	81735	148.03
08/18	81673	270.00	08/28	81736	198.95
08/21	81674	1,235.95	08/28	81739 *	98,061.98
08/18	81675	13,224.89	08/24	81743 *	972.22
08/15	81676	1,881.40	08/24	81745 *	381.00
08/21	81677	246.26	08/28	81746	53.00
08/18	81679 *	2,468.13	08/24	81747	1,807.16
08/17	81680	150.00	08/28	81749 *	125.00
08/15	81681	168.80	08/21	81751 *	496.62
08/18	81683 *	620.00	08/22	81754 *	862.40
08/16	81684	154.00	08/25	81755	247.49
08/18	81685	276.88	08/23	81756	41.26
08/16	81686	497.66	08/25	81757	472.38
08/18	81687	210,168.40	08/25	81761 *	517.28
08/22	81688	522.40	08/23	81762	174.61
08/21	81689	111.73	08/25	81764 *	269.84
08/17	81690	42,647.04	08/28	81766 *	374.76
08/17	81691	230,068.24	08/25	81767	3,879.84
08/17	81692	154.00	08/25	81770 *	1,540.00
08/18	81693	3,210.00	08/28	81771	83.36
08/16	81694	225.02	08/24	81772	52.97
08/17	81695	535.05	08/22	81773	175.00
08/15	81696	134.42	08/28	81774	8,276.00

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CHECKS (CONTINUED)

Date	Check No.	Amount	Date	Check No.	Amount
08/24	81777 *	1,540.00	08/25	81839	1,194.19
08/24	81779 *	208.00	08/28	81840	48.04
08/23	81780	80.00	08/25	81841	3,329.00
08/25	81781	3,980.00	08/25	81844 *	74.16
08/23	81782	13,249.57	08/25	81845	225.00
08/25	81783	1,711.14	08/23	81848 *	225.00
08/25	81785 *	28,001.62	08/25	81849	5,700.52
08/28	81787 *	2,209.31	08/22	81851 *	3,314.41
08/28	81788	243.11	08/28	81853 *	65.00
08/25	81789	2,720.27	08/28	81854	3,508.68
08/28	81790	3,500.00	08/25	81855	3,655.23
08/25	81791	10,631.16	08/28	81856	435.00
08/24	81793 *	337.05	08/28	81857	5,550.00
08/25	81794	1,357.21	08/25	81858	1,615.00
08/25	81795	8,457.50	08/23	81860 *	1,599.24
08/28	81796	75.90	08/23	81862 *	895.45
08/25	81797	10,445.74	08/25	81863	83.55
08/24	81798	228.38	08/25	81864	1,977.56
08/28	81799	338.03	08/24	81865	1,516.35
08/25	81800	325.00	08/23	81868 *	517.50
08/25	81801	300.00	08/28	81869	91.80
08/25	81802	42.40	08/23	81870	399.80
08/22	81804 *	250.66	08/25	81873 *	153.72
08/22	81805	93.98	08/24	81874	942.30
08/24	81806	35.20	08/24	81875	2,523.76
08/25	81807	200.00	08/25	81876	5,559.95
08/21	81808	4,153.02	08/21	81877	498.21
08/25	81810 *	4,549.37	08/28	81878	190.00
08/22	81813 *	80.00	08/28	81879	159.76
08/22	81814	24,109.04	08/28	81880	471.72
08/25	81815	513.20	08/23	81881	598.69
08/28	81816	100.00	08/21	81882	458.83
08/22	81817	218.96	08/24	81883	279.19
08/24	81819 *	500.00	08/28	81890 *	158.96
08/28	81820	1,851.72	08/28	81891	204.47
08/28	81821	250.00	08/21	81893 *	985.60
08/22	81822	1,044.17	08/24	81896 *	152.88
08/22	81823	1,253.10	08/25	81900 *	2,589.45
08/28	81825 *	179.88	08/24	81902 *	250.00
08/25	81827 *	225.00	08/23	81903	1,481.17
08/25	81829 *	22,134.58	08/28	81905 *	172,410.76
08/28	81830	8,600.00	08/22	81906	3,568.48
08/28	81831	2,421.72	08/23	81907	4,246.80
08/21	81832	80.00	08/25	81908	193.67
08/28	81833	3,867.50	08/25	81909	417.00
08/22	81835 *	2,099.50	08/28	81911 *	847.38
08/24	81836	80.00	08/25	81913 *	10,416.67
08/22	81838 *	1,609.40	08/25	81914	750.00

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Date	Check No.	Amount	Date	Check No.	Amount
08/22	81916 *	141.15	08/21	81970	4,806.31
08/23	81917	250.00	08/25	81971	372.65
08/28	81918	80.00	08/25	81972	24.00
08/23	81919	740.46	08/28	81973	113.40
08/28	81920	425.00	08/22	81974	426.90
08/22	81921	1,075.24	08/23	81975	372.50
08/22	81922	1,564.00	08/25	81976	11,110.23
08/28	81923	634.00	08/23	81977	145.00
08/22	81924	80.00	08/25	81978	160.21
08/22	81927 *	601.40	08/25	81979	196,819.44
08/23	81931 *	259.10	08/28	81980	362.50
08/21	81932	80.00	08/21	81981	466.46
08/25	81933	1,093.05	08/28	81982	477.29
08/24	81934	625.40	08/28	81983	165.25
08/25	81936 *	1,328.28	08/28	81984	228.20
08/25	81937	1,731.88	08/23	81985	796.16
08/24	81938	697.30	08/24	81988 *	391.03
08/28	81939	300.00	08/28	81989	405.65
08/24	81940	125.00	08/21	81990	1,512.52
08/28	81941	642.00	08/21	81991	1,900.02
08/25	81943 *	1,518.00	08/25	82001 *	42,154.87
08/25	81944	7,523.79	08/23	82002	1,337.68
08/28	81945	6,741.16	08/23	82003	1,791.28
08/28	81947 *	201.40	08/22	82004	304.70
08/23	81949 *	95.82	08/24	82005	212,063.66
08/23	81950	84.20	08/28	82006	150.00
08/23	81951	2,089.24	08/21	82007	4,859.90
08/28	81952	303.03	08/23	82009 *	101.43
08/24	81953	80.00	08/24	82010	875.39
08/24	81955 *	125.00	08/24	82012 *	6,587.50
08/28	81957 *	271.56	08/21	82013	4,680.00
08/28	81958	27,277.92	08/28	82078 *	6,019.26
08/25	81959	250.00	08/28	82124 *	1,597.55
08/28	81961 *	200.00	08/28	82181 *	706.00
08/21	81962	203.69	08/28	82188 *	530.48
08/28	81964 *	97.50	08/28	82196 *	7,381.57
08/23	81967 *	2,154.50	08/28	82199 *	3,785.68
08/24	81968	3,538.81	08/28	82211 *	938.12
08/23	81969	3,774.99	08/28	82213 *	754.26

Total Checks \$5,054,913.90

* Break In Check Number Sequence.

DAILY BALANCE SUMMARY

Date	Balance	Date	Balance	Date	Balance
08/01	601,184.08	08/04	179,456.63	08/09	599,966.82
08/02	807,424.64	08/07	369,324.22	08/10	615,569.50
08/03	0.00	08/08	410,023.72	08/11	550,469.42

Regions Bank
East Commercial Blvd
2660 East Commercial Blvd
Fort Lauderdale, FL 33308

ANTHONY'S PIZZA HOLDING COMPANY LLC
200 W CYPRESS CREEK RD STE 220
FORT LAUDERDALE FL 33309-2175

ACCOUNT #

0213742078

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DAILY BALANCE SUMMARY (CONTINUED)

<u>Date</u>	<u>Balance</u>	<u>Date</u>	<u>Balance</u>	<u>Date</u>	<u>Balance</u>
08/14	1,245,661.31	08/18	287.00	08/24	669,656.02
08/15	1,359,982.64	08/21	140,745.40	08/25	290,265.48
08/16	1,656,560.07	08/22	305,847.46	08/28	1,067,743.29
08/17	2,114.00	08/23	662,693.38		

**You may request account disclosures containing
terms, fees, and rate information (if applicable)
for your account by contacting any Regions office.**

**You may save a considerable amount of money by
refinancing your mortgage. If you haven't checked it out,
call your PFS officer for Regions' low rates today!**

**For all your banking needs, please call 1-800-REGIONS (734-4667)
or visit us on the Internet at www.regions.com (TTY/TDD 1-800-374-5791).**



Thank You For Banking With Regions!
2017 Regions Bank Member FDIC. All loans subject to credit approval.

Easy Steps to Balance Your Account

Checking
Account

1.	Write here the amount shown on statement for ENDING BALANCE	\$
2.	Enter any deposits which have not been credited on this statement.	\$ +
3.	Total lines 1 & 2	\$ =
4.	Enter total from 4a (column on right side of page)	\$
5.	Subtract line 4 from line 3. This should be your checkbook balance.	\$ =

4a List any checks, payments, transfers or other withdrawals from your account that are not on this statement.

Check No.	Amount	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
Total Enter in Line 4 at Left	\$	

The law requires you to use "reasonable care and promptness" in examining your bank statement and any checks sent with it and to report to the Bank an unauthorized signature (i.e., a forgery), any alteration of a check, or any unauthorized endorsement. You must report any forged signatures, alterations or forged endorsements to the Bank within the time periods specified under the Deposit Agreement. If you do not do this, the Bank will not be liable to you for the losses or claims arising from the forged signatures, forged endorsements or alterations. Please see the Deposit Agreement for further explanation of your responsibilities with regard to your statement and checks. A copy of our current Deposit Agreement may be requested at any of our branch locations.

Summary of Our Error Resolution Procedures
In Case of Errors or Questions About Your Electronic Transfers
Telephone us toll-free at 1-800-734-4667

Regions Electronic Funds Transfer Services
Post Office Box 413
Birmingham, Alabama 35201

Please contact Regions as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on your statement. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number.
- (2) Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send us your complaint or question in writing within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question (ninety (90) days for POS transactions or for transfers initiated outside of the United States). If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error. If, after the investigation, we determine that no bank error occurred, we will debit your account to the extent previously credited. If we ask you to put your complaint in writing and we do not receive it within ten (10) business days, we may not credit your account.

NEW ACCOUNTS- If an alleged error occurred within thirty (30) days after your first deposit to your account was made, we may have up to ninety (90) days to investigate your complaint, provided we credit your account within twenty (20) business days for the amount you think is in error. If we decide there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

FOR QUESTIONS CONCERNING THIS STATEMENT OR FOR VERIFICATION OF A PREAUTHORIZED DEPOSIT, PLEASE CALL THE PHONE NUMBER ON THE REVERSE SIDE OF THIS STATEMENT OR VISIT YOUR NEAREST REGIONS LOCATION.

ADJ - Adjustment
EB - Electronic Banking

RI - Return Item
NSF - Nonsufficient Funds

CR - Credit
APY - Annual Percentage Yield

SC - Service Charge
FWT - Federal Withholding Tax

OD - Overdrawn
*Break in Number Sequence



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BUSINESS ANALYZED CHECKING

August 29, 2017 through October 2, 2017

SUMMARY

Beginning Balance	\$1,067,743.29		Minimum Daily Balance	\$4
Deposits & Credits	\$14,079,465.45	+	Average Monthly Statement Balance	\$243,576
Withdrawals	\$9,472,242.43	-		
Fees	\$4,982.23	-		
Automatic Transfers	\$0.00	+		
Checks	\$5,650,748.08	-		
Ending Balance	\$19,236.00			

DEPOSITS & CREDITS

08/29	High Grade Bever Fintech Anthony's Coal 20-1394718	36.00
08/29	Deposit - Thank You	41.15
08/29	Deposit - Thank You	129.90
08/29	Deposit - Thank You	164.73
08/29	Deposit - Thank You	168.60
08/29	Deposit - Thank You	171.06
08/29	Deposit - Thank You	174.28
08/29	Deposit - Thank You	184.19
08/29	Deposit - Thank You	200.13
08/29	Deposit - Thank You	216.61
08/29	Deposit - Thank You	224.27
08/29	Deposit - Thank You	227.35
08/29	Deposit - Thank You	229.61
08/29	Deposit - Thank You	274.31
08/29	Deposit - Thank You	305.80
08/29	Deposit - Thank You	314.35
08/29	Deposit - Thank You	320.15
08/29	Deposit - Thank You	325.63
08/29	Deposit - Thank You	363.63
08/29	Doordash, Inc. Transfer X Doordash, Inc.	375.47
08/29	Deposit - Thank You	390.72
08/29	Deposit - Thank You	401.93
08/29	Deposit - Thank You	408.78
08/29	Deposit - Thank You	419.68
08/29	Deposit - Thank You	421.25
08/29	Deposit - Thank You	423.03
08/29	Deposit - Thank You	427.68
08/29	Deposit - Thank You	438.42
08/29	Deposit - Thank You	452.77
08/29	Deposit - Thank You	452.89
08/29	Deposit - Thank You	470.58
08/29	Deposit - Thank You	475.43
08/29	Deposit - Thank You	484.79
08/29	Deposit - Thank You	500.54

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DEPOSITS & CREDITS (CONTINUED)

08/29	Deposit - Thank You	501.62
08/29	Deposit - Thank You	501.75
08/29	Deposit - Thank You	505.23
08/29	Deposit - Thank You	507.67
08/29	Deposit - Thank You	516.89
08/29	Deposit - Thank You	538.22
08/29	Deposit - Thank You	543.18
08/29	Deposit - Thank You	547.80
08/29	Deposit - Thank You	556.87
08/29	Deposit - Thank You	558.10
08/29	Deposit - Thank You	563.39
08/29	Deposit - Thank You	572.33
08/29	Deposit - Thank You	573.17
08/29	Deposit - Thank You	585.02
08/29	Deposit - Thank You	588.95
08/29	Deposit - Thank You	589.88
08/29	Deposit - Thank You	596.38
08/29	Deposit - Thank You	598.09
08/29	Deposit - Thank You	608.27
08/29	Deposit - Thank You	646.43
08/29	Deposit - Thank You	662.86
08/29	Deposit - Thank You	668.03
08/29	Deposit - Thank You	679.42
08/29	Deposit - Thank You	691.58
08/29	Deposit - Thank You	692.39
08/29	Deposit - Thank You	715.55
08/29	Deposit - Thank You	727.00
08/29	Deposit - Thank You	733.51
08/29	Deposit - Thank You	736.73
08/29	Deposit - Thank You	737.30
08/29	Deposit - Thank You	746.66
08/29	Deposit - Thank You	759.31
08/29	Deposit - Thank You	795.23
08/29	Deposit - Thank You	795.27
08/29	Deposit - Thank You	801.62
08/29	Deposit - Thank You	806.56
08/29	Deposit - Thank You	806.80
08/29	Deposit - Thank You	814.78
08/29	Deposit - Thank You	820.45
08/29	Deposit - Thank You	822.28
08/29	Deposit - Thank You	843.49
08/29	Deposit - Thank You	844.00
08/29	Doordash, Inc. Transfer X	863.20
08/29	Doordash, Inc.	865.01
08/29	Deposit - Thank You	866.00
08/29	Deposit - Thank You	900.03
08/29	Doordash, Inc. Transfer X	924.16
08/29	Doordash, Inc.	935.72
08/29	Deposit - Thank You	976.41
08/29	Deposit - Thank You	1,036.52

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DEPOSITS & CREDITS (CONTINUED)

08/29	Deposit - Thank You		1,053.63
08/29	Doordash, Inc. Transfer X	Doordash, Inc.	1,068.71
08/29	Deposit - Thank You		1,082.78
08/29	Deposit - Thank You		1,105.54
08/29	Deposit - Thank You		1,134.91
08/29	Deposit - Thank You		1,179.81
08/29	Deposit - Thank You		1,192.34
08/29	Deposit - Thank You		1,201.56
08/29	Deposit - Thank You		1,205.81
08/29	Deposit - Thank You		1,211.14
08/29	Deposit - Thank You		1,236.39
08/29	Deposit - Thank You		1,265.89
08/29	Deposit - Thank You		1,506.69
08/29	Deposit - Thank You		1,509.61
08/29	Deposit - Thank You		1,556.85
08/29	Deposit - Thank You		1,683.17
08/29	Deposit - Thank You		1,766.22
08/29	Deposit - Thank You		1,807.07
08/29	Doordash, Inc. Transfer X	Doordash, Inc.	1,811.29
08/29	Deposit - Thank You		1,886.79
08/29	Deposit - Thank You		2,200.04
08/29	Deposit - Thank You		2,336.98
08/29	Deposit - Thank You		2,642.81
08/29	Regions Bank Acct Trans 201394718	Kmay	300,000.00
08/30	Deposit - Thank You		6.85
08/30	Deposit - Thank You		16.42
08/30	Deposit - Thank You		17.60
08/30	Deposit - Thank You		31.25
08/30	Deposit - Thank You		54.00
08/30	Deposit - Thank You		64.24
08/30	Deposit - Thank You		65.00
08/30	Kramer Beverage Fintech Anthony's Coal 20-1394718		87.11
08/30	Deposit - Thank You		90.65
08/30	Deposit - Thank You		92.26
08/30	Deposit - Thank You		99.25
08/30	Deposit - Thank You		112.42
08/30	Deposit - Thank You		117.85
08/30	Deposit - Thank You		124.44
08/30	Deposit - Thank You		137.86
08/30	Deposit - Thank You		139.40
08/30	Deposit - Thank You		141.87
08/30	Deposit - Thank You		149.83
08/30	Deposit - Thank You		156.63
08/30	Deposit - Thank You		161.58
08/30	Deposit - Thank You		164.81
08/30	Deposit - Thank You		168.29
08/30	Deposit - Thank You		171.08
08/30	Deposit - Thank You		174.23
08/30	Deposit - Thank You		185.71
08/30	Deposit - Thank You		192.72

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DEPOSITS & CREDITS (CONTINUED)

08/30	Deposit - Thank You	203.16
08/30	Deposit - Thank You	214.38
08/30	Deposit - Thank You	216.25
08/30	Deposit - Thank You	229.42
08/30	Deposit - Thank You	230.59
08/30	Deposit - Thank You	231.56
08/30	Deposit - Thank You	233.58
08/30	Deposit - Thank You	235.63
08/30	Deposit - Thank You	239.16
08/30	Deposit - Thank You	262.41
08/30	Deposit - Thank You	277.47
08/30	Deposit - Thank You	290.48
08/30	Deposit - Thank You	294.75
08/30	Deposit - Thank You	301.32
08/30	Deposit - Thank You	307.10
08/30	Deposit - Thank You	308.35
08/30	Deposit - Thank You	310.10
08/30	Deposit - Thank You	314.17
08/30	Deposit - Thank You	338.78
08/30	Deposit - Thank You	355.83
08/30	Deposit - Thank You	361.73
08/30	Deposit - Thank You	376.79
08/30	Deposit - Thank You	384.13
08/30	Deposit - Thank You	387.56
08/30	Deposit - Thank You	412.79
08/30	Deposit - Thank You	415.84
08/30	Deposit - Thank You	419.25
08/30	Deposit - Thank You	424.18
08/30	Deposit - Thank You	425.33
08/30	Deposit - Thank You	440.32
08/30	Deposit - Thank You	454.56
08/30	Deposit - Thank You	456.00
08/30	Deposit - Thank You	460.03
08/30	Deposit - Thank You	464.03
08/30	Deposit - Thank You	471.61
08/30	Deposit - Thank You	481.72
08/30	Deposit - Thank You	488.66
08/30	Deposit - Thank You	497.75
08/30	Deposit - Thank You	498.07
08/30	Deposit - Thank You	499.05
08/30	Deposit - Thank You	514.05
08/30	Deposit - Thank You	542.39
08/30	Deposit - Thank You	548.12
08/30	Deposit - Thank You	548.84
08/30	Deposit - Thank You	555.72
08/30	Deposit - Thank You	572.75
08/30	Deposit - Thank You	576.89
08/30	Deposit - Thank You	586.97
08/30	Deposit - Thank You	592.32
08/30	Deposit - Thank You	599.96

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DEPOSITS & CREDITS (CONTINUED)

08/30	Deposit - Thank You	608.60
08/30	Deposit - Thank You	620.26
08/30	Deposit - Thank You	649.76
08/30	Deposit - Thank You	655.23
08/30	Deposit - Thank You	666.50
08/30	Deposit - Thank You	668.00
08/30	Deposit - Thank You	684.58
08/30	Deposit - Thank You	685.10
08/30	Deposit - Thank You	687.44
08/30	Deposit - Thank You	698.81
08/30	Deposit - Thank You	699.56
08/30	Deposit - Thank You	702.44
08/30	Deposit - Thank You	726.79
08/30	Deposit - Thank You	748.10
08/30	Deposit - Thank You	751.88
08/30	Deposit - Thank You	756.70
08/30	Deposit - Thank You	782.44
08/30	Deposit - Thank You	793.02
08/30	Deposit - Thank You	825.95
08/30	Deposit - Thank You	848.48
08/30	Deposit - Thank You	891.79
08/30	Deposit - Thank You	937.77
08/30	Deposit - Thank You	942.17
08/30	Deposit - Thank You	962.01
08/30	Deposit - Thank You	963.82
08/30	Deposit - Thank You	984.65
08/30	Deposit - Thank You	984.95
08/30	Deposit - Thank You	991.46
08/30	Deposit - Thank You	1,012.00
08/30	Deposit - Thank You	1,072.19
08/30	Deposit - Thank You	1,077.34
08/30	Deposit - Thank You	1,093.44
08/30	Deposit - Thank You	1,094.30
08/30	Deposit - Thank You	1,094.57
08/30	Deposit - Thank You	1,097.96
08/30	Deposit - Thank You	1,124.52
08/30	Deposit - Thank You	1,132.80
08/30	Deposit - Thank You	1,165.65
08/30	Deposit - Thank You	1,312.98
08/30	Deposit - Thank You	1,337.15
08/30	Deposit - Thank You	1,438.24
08/30	Deposit - Thank You	1,469.37
08/30	Deposit - Thank You	1,581.86
08/30	Deposit - Thank You	1,704.56
08/30	Deposit - Thank You	1,749.54
08/30	Deposit - Thank You	1,776.06
08/30	Deposit - Thank You	1,809.71
08/30	Deposit - Thank You	2,115.26
08/30	Uber USA Edi Paymnt Anthony's Pizz 338139575	2,454.39
08/30	Regions Bank Acct Trans 201394718 Kmay	165,000.00

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DEPOSITS & CREDITS (CONTINUED)

08/30	Regions Bank Acct Trans 201394718 Kmay	190,000.00
08/31	Deposit - Thank You	0.86
08/31	Deposit - Thank You	1.00
08/31	Deposit - Thank You	10.00
08/31	Account Correction	56.46
08/31	Deposit - Thank You	57.78
08/31	Deposit - Thank You	62.34
08/31	Deposit - Thank You	73.91
08/31	Deposit - Thank You	74.00
08/31	Craft Collective Fintech Anthony's Coal 20-1394718	79.75
08/31	Deposit - Thank You	122.81
08/31	Deposit - Thank You	128.67
08/31	Deposit - Thank You	171.26
08/31	Deposit - Thank You	178.85
08/31	Deposit - Thank You	190.22
08/31	Deposit - Thank You	192.72
08/31	Deposit - Thank You	207.21
08/31	Deposit - Thank You	209.48
08/31	Deposit - Thank You	249.25
08/31	Deposit - Thank You	261.93
08/31	Deposit - Thank You	266.57
08/31	Deposit - Thank You	288.68
08/31	Deposit - Thank You	305.72
08/31	Deposit - Thank You	313.03
08/31	Deposit - Thank You	357.17
08/31	Deposit - Thank You	361.70
08/31	Deposit - Thank You	367.25
08/31	Deposit - Thank You	390.86
08/31	Deposit - Thank You	412.14
08/31	Deposit - Thank You	448.04
08/31	Deposit - Thank You	461.90
08/31	Deposit - Thank You	467.01
08/31	Deposit - Thank You	475.97
08/31	Deposit - Thank You	497.77
08/31	Deposit - Thank You	501.11
08/31	Deposit - Thank You	502.62
08/31	Deposit - Thank You	503.64
08/31	Deposit - Thank You	504.53
08/31	Deposit - Thank You	531.83
08/31	Deposit - Thank You	540.20
08/31	Deposit - Thank You	558.98
08/31	Deposit - Thank You	573.70
08/31	Deposit - Thank You	599.01
08/31	Deposit - Thank You	625.78
08/31	Deposit - Thank You	639.13
08/31	Deposit - Thank You	652.28
08/31	Deposit - Thank You	657.48
08/31	Deposit - Thank You	679.25
08/31	Deposit - Thank You	680.96
08/31	Deposit - Thank You	694.25

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DEPOSITS & CREDITS (CONTINUED)

08/31	Deposit - Thank You	695.12
08/31	Deposit - Thank You	707.37
08/31	Deposit - Thank You	718.19
08/31	Deposit - Thank You	723.53
08/31	Deposit - Thank You	744.13
08/31	Deposit - Thank You	765.44
08/31	Deposit - Thank You	779.94
08/31	Deposit - Thank You	788.37
08/31	Deposit - Thank You	800.51
08/31	Deposit - Thank You	806.80
08/31	Deposit - Thank You	809.21
08/31	Deposit - Thank You	818.73
08/31	Deposit - Thank You	818.90
08/31	Deposit - Thank You	848.07
08/31	Deposit - Thank You	849.05
08/31	Deposit - Thank You	864.41
08/31	Deposit - Thank You	902.21
08/31	Deposit - Thank You	925.49
08/31	Deposit - Thank You	941.44
08/31	Deposit - Thank You	971.66
08/31	Deposit - Thank You	976.60
08/31	Deposit - Thank You	977.87
08/31	Deposit - Thank You	985.37
08/31	Deposit - Thank You	986.03
08/31	Deposit - Thank You	991.08
08/31	Deposit - Thank You	1,019.32
08/31	Deposit - Thank You	1,025.02
08/31	Deposit - Thank You	1,027.37
08/31	Deposit - Thank You	1,033.25
08/31	Deposit - Thank You	1,049.53
08/31	Deposit - Thank You	1,050.65
08/31	Deposit - Thank You	1,070.92
08/31	Deposit - Thank You	1,073.11
08/31	Deposit - Thank You	1,084.29
08/31	Deposit - Thank You	1,085.17
08/31	Deposit - Thank You	1,092.29
08/31	Deposit - Thank You	1,095.90
08/31	Deposit - Thank You	1,097.28
08/31	Deposit - Thank You	1,122.69
08/31	Deposit - Thank You	1,130.53
08/31	Deposit - Thank You	1,135.00
08/31	Deposit - Thank You	1,137.68
08/31	Deposit - Thank You	1,185.28
08/31	Deposit - Thank You	1,187.62
08/31	Deposit - Thank You	1,194.66
08/31	Deposit - Thank You	1,199.42
08/31	Deposit - Thank You	1,210.82
08/31	Deposit - Thank You	1,220.21
08/31	Deposit - Thank You	1,256.31
08/31	Deposit - Thank You	1,263.60

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DEPOSITS & CREDITS (CONTINUED)

08/31	Deposit - Thank You		1,297.12
08/31	Deposit - Thank You		1,309.21
08/31	Deposit - Thank You		1,368.21
08/31	Deposit - Thank You		1,382.97
08/31	Deposit - Thank You		1,417.21
08/31	Deposit - Thank You		1,424.64
08/31	Deposit - Thank You		1,465.37
08/31	Deposit - Thank You		1,471.55
08/31	Deposit - Thank You		1,477.53
08/31	Deposit - Thank You		1,478.28
08/31	Deposit - Thank You		1,480.22
08/31	Deposit - Thank You		1,566.11
08/31	Deposit - Thank You		1,623.76
08/31	Deposit - Thank You		1,643.83
08/31	Deposit - Thank You		1,675.44
08/31	Deposit - Thank You		1,677.11
08/31	Deposit - Thank You		1,688.37
08/31	Deposit - Thank You		1,715.80
08/31	Deposit - Thank You		1,805.48
08/31	Deposit - Thank You		1,807.59
08/31	Deposit - Thank You		1,812.50
08/31	Deposit - Thank You		1,895.18
08/31	Deposit - Thank You		1,920.40
08/31	Deposit - Thank You		1,925.99
08/31	Deposit - Thank You		1,967.20
08/31	Deposit - Thank You		2,026.03
08/31	Deposit - Thank You		2,146.49
08/31	Deposit - Thank You		2,170.97
08/31	Deposit - Thank You		2,176.79
08/31	Deposit - Thank You		2,177.74
08/31	Deposit - Thank You		2,195.61
08/31	Deposit - Thank You		2,215.39
08/31	Deposit - Thank You		2,280.83
08/31	Deposit - Thank You		2,299.05
08/31	Deposit - Thank You		2,399.07
08/31	Deposit - Thank You		2,532.09
08/31	Deposit - Thank You		2,554.80
08/31	Deposit - Thank You		3,535.20
08/31	Regions Bank Acct Trans 201394718	Kmay	5,000.00
08/31	Regions Bank Acct Trans 201394718	Kmay	5,000.00
08/31	Quick Deposit - Thank You		7,314.67
08/31	Regions Bank Acct Trans 201394718	Kmay	10,000.00
08/31	Regions Bank Acct Trans 201394718	Kmay	60,000.00
08/31	Regions Bank Acct Trans 201394718	Kmay	185,000.00
08/31	Adv From Cr Line 2580311988		199,986.02
09/01	Deposit - Thank You		1.00
09/01	Quick Deposit - Thank You		3,403.98
09/01	Starbucks Coffee 1010463763 Anthony's Coal 1010463763		8,951.66
09/01	Regions Bank Acct Trans 201394718	Kmay	45,000.00
09/01	Regions Bank Acct Trans 201394718	Kmay	225,000.00

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09/01	Adv From Cr Line 2580311988	80,347.10
09/05	Berkshire Brewin Fintech Anthony's Coal 20-1394718	1.00
09/05	Account Correction	5.00
09/05	Deposit - Thank You	19.65
09/05	Deposit - Thank You	29.95
09/05	Deposit - Thank You	37.79
09/05	Deposit - Thank You	46.95
09/05	Deposit - Thank You	51.11
09/05	Deposit - Thank You	51.35
09/05	Deposit - Thank You	53.34
09/05	Deposit - Thank You	81.99
09/05	Deposit - Thank You	82.55
09/05	Deposit - Thank You	83.94
09/05	Deposit - Thank You	89.80
09/05	Deposit - Thank You	94.21
09/05	Deposit - Thank You	97.35
09/05	Deposit - Thank You	101.82
09/05	Deposit - Thank You	105.34
09/05	Deposit - Thank You	107.50
09/05	Deposit - Thank You	108.39
09/05	Deposit - Thank You	130.60
09/05	Deposit - Thank You	135.01
09/05	Deposit - Thank You	167.31
09/05	Deposit - Thank You	180.99
09/05	Deposit - Thank You	187.33
09/05	Deposit - Thank You	192.43
09/05	Deposit - Thank You	213.44
09/05	Deposit - Thank You	216.81
09/05	Deposit - Thank You	216.83
09/05	Deposit - Thank You	228.08
09/05	Deposit - Thank You	233.98
09/05	Deposit - Thank You	247.06
09/05	Deposit - Thank You	270.96
09/05	Deposit - Thank You	271.77
09/05	Deposit - Thank You	276.74
09/05	Deposit - Thank You	278.10
09/05	Deposit - Thank You	288.54
09/05	Deposit - Thank You	300.88
09/05	Deposit - Thank You	304.05
09/05	Doordash, Inc. Transfer X	309.60
09/05	Doordash, Inc.	316.30
09/05	Deposit - Thank You	317.53
09/05	Deposit - Thank You	324.07
09/05	Deposit - Thank You	332.12
09/05	Deposit - Thank You	337.16
09/05	Deposit - Thank You	341.30
09/05	Deposit - Thank You	343.95
09/05	Deposit - Thank You	355.37
09/05	Deposit - Thank You	368.64
09/05	Deposit - Thank You	371.89

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DEPOSITS & CREDITS (CONTINUED)

09/05	Deposit - Thank You		377.78
09/05	Deposit - Thank You		380.34
09/05	Deposit - Thank You		380.36
09/05	Deposit - Thank You		381.29
09/05	Deposit - Thank You		388.34
09/05	Deposit - Thank You		390.15
09/05	Deposit - Thank You		404.75
09/05	Deposit - Thank You		407.31
09/05	Deposit - Thank You		411.55
09/05	Deposit - Thank You		426.02
09/05	Deposit - Thank You		427.19
09/05	Deposit - Thank You		437.00
09/05	Deposit - Thank You		440.15
09/05	Deposit - Thank You		459.16
09/05	Deposit - Thank You		469.69
09/05	Deposit - Thank You		473.00
09/05	Deposit - Thank You		476.91
09/05	Deposit - Thank You		485.22
09/05	Deposit - Thank You		488.76
09/05	Deposit - Thank You		504.59
09/05	Deposit - Thank You		565.25
09/05	Deposit - Thank You		572.04
09/05	Deposit - Thank You		593.19
09/05	Doordash, Inc. Transfer X	Doordash, Inc.	604.89
09/05	Deposit - Thank You		606.55
09/05	Deposit - Thank You		626.95
09/05	Deposit - Thank You		638.26
09/05	Doordash, Inc. Transfer X	Doordash, Inc.	679.32
09/05	Deposit - Thank You		681.14
09/05	Deposit - Thank You		687.95
09/05	Deposit - Thank You		696.94
09/05	Doordash, Inc. Transfer X	Doordash, Inc.	709.20
09/05	Deposit - Thank You		709.54
09/05	Deposit - Thank You		761.69
09/05	Deposit - Thank You		791.12
09/05	Deposit - Thank You		803.83
09/05	Deposit - Thank You		819.00
09/05	Deposit - Thank You		831.05
09/05	Deposit - Thank You		843.95
09/05	Deposit - Thank You		850.19
09/05	Deposit - Thank You		862.87
09/05	Deposit - Thank You		869.06
09/05	Deposit - Thank You		883.44
09/05	Deposit - Thank You		927.01
09/05	Doordash, Inc. Transfer X	Doordash, Inc.	946.74
09/05	Deposit - Thank You		987.25
09/05	Deposit - Thank You		1,149.91
09/05	Deposit - Thank You		1,255.42
09/05	Deposit - Thank You		1,393.39
09/05	Deposit - Thank You		1,442.30

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DEPOSITS & CREDITS (CONTINUED)

09/05	Deposit - Thank You	1,451.31
09/05	Deposit - Thank You	1,478.44
09/05	Deposit - Thank You	1,551.18
09/05	Deposit - Thank You	1,835.06
09/05	Deposit - Thank You	1,924.41
09/05	Deposit - Thank You	2,348.12
09/05	Regions Bank Acct Trans 201394718 Kmay	120,000.00
09/05	Regions Bank Acct Trans 201394718 Kmay	1,140,000.00
09/06	Deposit - Thank You	0.87
09/06	Deposit - Thank You	1.32
09/06	Deposit - Thank You	10.06
09/06	Deposit - Thank You	14.00
09/06	Deposit - Thank You	14.79
09/06	Deposit - Thank You	18.73
09/06	Deposit - Thank You	30.29
09/06	Deposit - Thank You	37.89
09/06	Deposit - Thank You	39.48
09/06	Deposit - Thank You	43.56
09/06	Deposit - Thank You	72.89
09/06	Deposit - Thank You	92.01
09/06	Deposit - Thank You	93.10
09/06	Deposit - Thank You	102.67
09/06	Deposit - Thank You	113.00
09/06	Deposit - Thank You	119.58
09/06	Account Correction	131.69
09/06	Deposit - Thank You	137.45
09/06	Deposit - Thank You	138.81
09/06	Deposit - Thank You	145.78
09/06	Deposit - Thank You	161.57
09/06	Deposit - Thank You	170.87
09/06	Deposit - Thank You	173.35
09/06	Deposit - Thank You	175.98
09/06	Deposit - Thank You	179.07
09/06	Deposit - Thank You	179.66
09/06	Deposit - Thank You	181.10
09/06	Deposit - Thank You	186.33
09/06	Deposit - Thank You	188.08
09/06	Deposit - Thank You	193.95
09/06	Deposit - Thank You	194.26
09/06	Deposit - Thank You	202.34
09/06	Deposit - Thank You	203.63
09/06	Deposit - Thank You	216.09
09/06	Deposit - Thank You	217.68
09/06	Deposit - Thank You	220.27
09/06	Deposit - Thank You	220.62
09/06	Deposit - Thank You	227.79
09/06	Deposit - Thank You	230.63
09/06	Deposit - Thank You	231.76
09/06	Deposit - Thank You	234.88
09/06	Deposit - Thank You	235.08

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DEPOSITS & CREDITS (CONTINUED)

09/06	Deposit - Thank You	239.80
09/06	Deposit - Thank You	239.85
09/06	Deposit - Thank You	243.81
09/06	Deposit - Thank You	245.87
09/06	Deposit - Thank You	253.21
09/06	Deposit - Thank You	255.68
09/06	Deposit - Thank You	258.94
09/06	Deposit - Thank You	271.63
09/06	Deposit - Thank You	271.94
09/06	Deposit - Thank You	273.23
09/06	Deposit - Thank You	273.65
09/06	Deposit - Thank You	275.52
09/06	Deposit - Thank You	276.21
09/06	Deposit - Thank You	277.80
09/06	Deposit - Thank You	285.19
09/06	Deposit - Thank You	293.63
09/06	Deposit - Thank You	296.31
09/06	Deposit - Thank You	299.69
09/06	Deposit - Thank You	303.00
09/06	Deposit - Thank You	303.53
09/06	Deposit - Thank You	307.22
09/06	Deposit - Thank You	313.76
09/06	Deposit - Thank You	314.91
09/06	Deposit - Thank You	321.23
09/06	Deposit - Thank You	321.71
09/06	Deposit - Thank You	325.96
09/06	Deposit - Thank You	330.62
09/06	Deposit - Thank You	342.20
09/06	Deposit - Thank You	365.92
09/06	Deposit - Thank You	368.01
09/06	Deposit - Thank You	371.46
09/06	Deposit - Thank You	378.87
09/06	Deposit - Thank You	379.36
09/06	Deposit - Thank You	382.83
09/06	Deposit - Thank You	390.65
09/06	Deposit - Thank You	392.47
09/06	Deposit - Thank You	394.48
09/06	Deposit - Thank You	421.54
09/06	Deposit - Thank You	428.80
09/06	Account Correction	435.54
09/06	Deposit - Thank You	436.83
09/06	Deposit - Thank You	438.49
09/06	Deposit - Thank You	441.16
09/06	Deposit - Thank You	445.52
09/06	Deposit - Thank You	447.78
09/06	Deposit - Thank You	456.02
09/06	Deposit - Thank You	459.20
09/06	Deposit - Thank You	462.08
09/06	Deposit - Thank You	467.72
09/06	Deposit - Thank You	469.37

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09/06	Deposit - Thank You	474.82
09/06	Deposit - Thank You	495.13
09/06	Deposit - Thank You	496.30
09/06	Deposit - Thank You	503.08
09/06	Deposit - Thank You	513.02
09/06	Deposit - Thank You	513.50
09/06	Deposit - Thank You	517.14
09/06	Deposit - Thank You	520.13
09/06	Deposit - Thank You	521.03
09/06	Deposit - Thank You	532.15
09/06	Deposit - Thank You	546.24
09/06	Deposit - Thank You	567.00
09/06	Deposit - Thank You	575.90
09/06	Deposit - Thank You	577.76
09/06	Deposit - Thank You	579.25
09/06	Deposit - Thank You	585.46
09/06	Deposit - Thank You	585.76
09/06	Deposit - Thank You	604.72
09/06	Deposit - Thank You	608.92
09/06	Deposit - Thank You	612.43
09/06	Deposit - Thank You	615.85
09/06	Deposit - Thank You	621.95
09/06	Deposit - Thank You	633.94
09/06	Deposit - Thank You	643.12
09/06	Deposit - Thank You	686.36
09/06	Deposit - Thank You	686.63
09/06	Deposit - Thank You	686.95
09/06	Deposit - Thank You	688.46
09/06	Deposit - Thank You	693.83
09/06	Deposit - Thank You	702.23
09/06	Deposit - Thank You	723.20
09/06	Deposit - Thank You	726.26
09/06	Deposit - Thank You	733.54
09/06	Deposit - Thank You	744.68
09/06	Deposit - Thank You	797.15
09/06	Deposit - Thank You	824.99
09/06	Deposit - Thank You	828.48
09/06	Deposit - Thank You	846.51
09/06	Deposit - Thank You	854.55
09/06	Deposit - Thank You	857.67
09/06	Deposit - Thank You	907.74
09/06	Deposit - Thank You	926.97
09/06	Deposit - Thank You	943.65
09/06	Deposit - Thank You	948.00
09/06	Deposit - Thank You	951.89
09/06	Deposit - Thank You	955.11
09/06	Deposit - Thank You	971.21
09/06	Deposit - Thank You	979.64
09/06	Deposit - Thank You	980.24
09/06	Deposit - Thank You	991.53

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DEPOSITS & CREDITS (CONTINUED)

09/06	Deposit - Thank You	1,019.21
09/06	Deposit - Thank You	1,025.55
09/06	Deposit - Thank You	1,037.95
09/06	Deposit - Thank You	1,044.78
09/06	Deposit - Thank You	1,053.35
09/06	Deposit - Thank You	1,064.93
09/06	Deposit - Thank You	1,071.72
09/06	Deposit - Thank You	1,088.42
09/06	Deposit - Thank You	1,130.63
09/06	Deposit - Thank You	1,165.77
09/06	Deposit - Thank You	1,178.42
09/06	Deposit - Thank You	1,190.07
09/06	Deposit - Thank You	1,204.70
09/06	Deposit - Thank You	1,348.72
09/06	Deposit - Thank You	1,361.63
09/06	Deposit - Thank You	1,379.16
09/06	Deposit - Thank You	1,383.94
09/06	Deposit - Thank You	1,385.99
09/06	Deposit - Thank You	1,422.91
09/06	Deposit - Thank You	1,505.81
09/06	Deposit - Thank You	1,511.19
09/06	Deposit - Thank You	1,525.18
09/06	Deposit - Thank You	1,532.27
09/06	Deposit - Thank You	1,541.52
09/06	Deposit - Thank You	1,546.28
09/06	Deposit - Thank You	1,587.02
09/06	Deposit - Thank You	1,730.53
09/06	Deposit - Thank You	1,788.10
09/06	Deposit - Thank You	1,822.00
09/06	Deposit - Thank You	1,891.31
09/06	Uber USA Edi Paymnt Anthony's Pizz 344568849	2,182.21
09/06	Deposit - Thank You	2,236.47
09/06	Regions Bank Acct Trans 201394718 Kmay	155,000.00
09/06	Regions Bank Acct Trans 201394718 Kmay	285,000.00
09/07	Deposit - Thank You	4.00
09/07	Deposit - Thank You	21.76
09/07	Craft Brewers Gu Fintecheft Anthony's Coal 20-1394718	38.00
09/07	Deposit - Thank You	72.59
09/07	Deposit - Thank You	76.85
09/07	Deposit - Thank You	94.80
09/07	Deposit - Thank You	104.89
09/07	Deposit - Thank You	202.07
09/07	Deposit - Thank You	319.60
09/07	Deposit - Thank You	331.72
09/07	Deposit - Thank You	334.81
09/07	Deposit - Thank You	337.45
09/07	Deposit - Thank You	367.54
09/07	Deposit - Thank You	379.99
09/07	Deposit - Thank You	388.20
09/07	Deposit - Thank You	404.81

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09/07	Deposit - Thank You	409.22
09/07	Deposit - Thank You	420.36
09/07	Deposit - Thank You	428.31
09/07	Deposit - Thank You	461.59
09/07	Deposit - Thank You	498.68
09/07	Deposit - Thank You	500.79
09/07	Deposit - Thank You	511.67
09/07	Deposit - Thank You	513.22
09/07	Deposit - Thank You	524.85
09/07	Deposit - Thank You	560.95
09/07	Deposit - Thank You	572.41
09/07	Deposit - Thank You	579.22
09/07	Deposit - Thank You	584.77
09/07	Deposit - Thank You	588.85
09/07	Deposit - Thank You	589.90
09/07	Deposit - Thank You	607.14
09/07	Deposit - Thank You	622.21
09/07	Deposit - Thank You	638.39
09/07	Deposit - Thank You	672.02
09/07	Deposit - Thank You	718.86
09/07	Deposit - Thank You	721.91
09/07	Deposit - Thank You	730.02
09/07	Deposit - Thank You	746.41
09/07	Deposit - Thank You	764.73
09/07	Deposit - Thank You	769.50
09/07	Deposit - Thank You	833.98
09/07	Deposit - Thank You	851.32
09/07	Deposit - Thank You	896.64
09/07	Deposit - Thank You	916.06
09/07	Deposit - Thank You	916.06
09/07	Deposit - Thank You	960.57
09/07	Deposit - Thank You	963.28
09/07	Deposit - Thank You	971.86
09/07	Deposit - Thank You	1,032.61
09/07	Deposit - Thank You	1,041.69
09/07	Deposit - Thank You	1,043.51
09/07	Deposit - Thank You	1,080.31
09/07	Deposit - Thank You	1,084.20
09/07	Deposit - Thank You	1,121.45
09/07	Deposit - Thank You	1,141.87
09/07	Deposit - Thank You	1,165.76
09/07	Deposit - Thank You	1,172.66
09/07	Deposit - Thank You	1,192.87
09/07	Deposit - Thank You	1,194.45
09/07	Deposit - Thank You	1,197.00
09/07	Deposit - Thank You	1,215.77
09/07	Deposit - Thank You	1,265.71
09/07	Deposit - Thank You	1,285.59
09/07	Deposit - Thank You	1,297.01
09/07	Deposit - Thank You	1,302.88
09/07	Deposit - Thank You	

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09/07	Deposit - Thank You	1,309.18
09/07	Deposit - Thank You	1,343.72
09/07	Deposit - Thank You	1,343.90
09/07	Deposit - Thank You	1,424.64
09/07	Deposit - Thank You	1,453.68
09/07	Deposit - Thank You	1,463.61
09/07	Deposit - Thank You	1,466.51
09/07	Deposit - Thank You	1,490.35
09/07	Deposit - Thank You	1,520.99
09/07	Deposit - Thank You	1,538.08
09/07	Deposit - Thank You	1,582.61
09/07	Deposit - Thank You	1,675.64
09/07	Deposit - Thank You	1,709.56
09/07	Deposit - Thank You	1,715.17
09/07	Deposit - Thank You	1,723.45
09/07	Deposit - Thank You	1,739.47
09/07	Deposit - Thank You	1,829.98
09/07	Deposit - Thank You	1,901.69
09/07	Deposit - Thank You	1,911.07
09/07	Deposit - Thank You	1,926.98
09/07	Deposit - Thank You	1,944.76
09/07	Deposit - Thank You	1,966.37
09/07	Deposit - Thank You	2,077.58
09/07	Deposit - Thank You	2,098.60
09/07	Deposit - Thank You	2,100.45
09/07	Deposit - Thank You	2,124.17
09/07	Deposit - Thank You	2,270.73
09/07	Deposit - Thank You	2,337.32
09/07	Deposit - Thank You	2,464.34
09/07	Deposit - Thank You	2,597.85
09/07	Deposit - Thank You	2,686.81
09/07	Deposit - Thank You	2,840.52
09/07	Deposit - Thank You	4,183.56
09/07	Regions Bank Acct Trans 201394718 Kmay	65,000.00
09/07	Regions Bank Acct Trans 201394718 Kmay	175,000.00
09/08	Deposit - Thank You	1.00
09/08	High Grade Bever Fintecheft Anthony's Coal 20-1394718	50.00
09/08	Deposit - Thank You	473.59
09/08	Deposit - Thank You	517.65
09/08	Deposit - Thank You	575.60
09/08	Deposit - Thank You	657.81
09/08	Deposit - Thank You	735.42
09/08	Deposit - Thank You	758.72
09/08	Deposit - Thank You	773.07
09/08	Deposit - Thank You	788.15
09/08	Deposit - Thank You	849.32
09/08	Deposit - Thank You	856.83
09/08	Deposit - Thank You	941.77
09/08	Deposit - Thank You	1,029.51
09/08	Deposit - Thank You	1,076.26

Regions Bank
 East Commercial Blvd
 2660 East Commercial Blvd
 Fort Lauderdale, FL 33308

ANTHONY'S PIZZA HOLDING COMPANY LLC
 200 W CYPRESS CREEK RD STE 220
 FORT LAUDERDALE FL 33309-2175

ACCOUNT #

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DEPOSITS & CREDITS (CONTINUED)

09/08	Deposit - Thank You		1,109.78
09/08	Deposit - Thank You		1,212.41
09/08	Deposit - Thank You		1,272.54
09/08	Deposit - Thank You		1,355.55
09/08	Deposit - Thank You		1,370.21
09/08	Deposit - Thank You		1,709.59
09/08	Regions Bank Acct Trans 201394718	Kmay	60,000.00
09/08	Regions Bank Acct Trans 201394718	Kmay	185,000.00
09/11	Deposit - Thank You		47.40
09/11	Deposit - Thank You		64.34
09/11	Discovery Benefi Cobra Anthony's Coal 23705000		108.39
09/11	Deposit - Thank You		289.93
09/11	Deposit - Thank You		306.84
09/11	Deposit - Thank You		398.60
09/11	Deposit - Thank You		441.17
09/11	Deposit - Thank You		774.21
09/11	Deposit - Thank You		839.53
09/11	Deposit - Thank You		842.33
09/11	Deposit - Thank You		1,061.60
09/11	Deposit - Thank You		1,192.47
09/11	Deposit - Thank You		1,313.15
09/11	Deposit - Thank You		1,424.13
09/11	Deposit - Thank You		1,581.94
09/11	Deposit - Thank You		1,736.51
09/11	Deposit - Thank You		1,836.91
09/11	Deposit - Thank You		1,870.76
09/11	Deposit - Thank You		2,154.83
09/11	Deposit - Thank You		2,909.16
09/11	Deposit - Thank You		3,551.43
09/11	Regions Bank Acct Trans 201394718	Kmay	5,000.00
09/11	Regions Bank Acct Trans 201394718	Kmay	5,000.00
09/11	Regions Bank Acct Trans 201394718	Kmay	160,000.00
09/11	Regions Bank Acct Trans 201394718	Kmay	700,000.00
09/12	Deposit - Thank You		20.22
09/12	Deposit - Thank You		30.37
09/12	Deposit - Thank You		34.97
09/12	Doordash, Inc. Transfer X	Doordash, Inc.	51.19
09/12	Doordash, Inc. Transfer X	Doordash, Inc.	52.48
09/12	Deposit - Thank You		61.12
09/12	Deposit - Thank You		74.80
09/12	Deposit - Thank You		75.48
09/12	Deposit - Thank You		78.23
09/12	Deposit - Thank You		98.80
09/12	Deposit - Thank You		135.43
09/12	Deposit - Thank You		135.89
09/12	Doordash, Inc. Transfer X	Doordash, Inc.	137.83
09/12	Deposit - Thank You		151.93
09/12	Deposit - Thank You		158.95
09/12	Deposit - Thank You		176.98
09/12	Deposit - Thank You		182.28

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DEPOSITS & CREDITS (CONTINUED)

09/12	Deposit - Thank You		182.46
09/12	Deposit - Thank You		196.30
09/12	Deposit - Thank You		198.02
09/12	Deposit - Thank You		201.82
09/12	Deposit - Thank You		206.43
09/12	Deposit - Thank You		221.80
09/12	Deposit - Thank You		222.65
09/12	Doordash, Inc. Transfer X	Doordash, Inc.	231.68
09/12	Deposit - Thank You		242.66
09/12	Deposit - Thank You		244.98
09/12	Deposit - Thank You		257.29
09/12	Deposit - Thank You		261.14
09/12	Deposit - Thank You		313.29
09/12	Deposit - Thank You		318.56
09/12	Deposit - Thank You		318.76
09/12	Deposit - Thank You		321.18
09/12	Deposit - Thank You		322.40
09/12	Deposit - Thank You		338.95
09/12	Deposit - Thank You		342.52
09/12	Deposit - Thank You		346.50
09/12	Deposit - Thank You		351.47
09/12	Deposit - Thank You		353.47
09/12	Deposit - Thank You		356.31
09/12	Deposit - Thank You		358.28
09/12	Deposit - Thank You		365.67
09/12	Deposit - Thank You		388.37
09/12	Deposit - Thank You		388.46
09/12	Deposit - Thank You		395.30
09/12	Deposit - Thank You		405.26
09/12	Deposit - Thank You		409.34
09/12	Deposit - Thank You		414.07
09/12	Deposit - Thank You		420.59
09/12	Deposit - Thank You		426.20
09/12	Deposit - Thank You		434.61
09/12	Deposit - Thank You		438.60
09/12	Doordash, Inc. Transfer X	Doordash, Inc.	440.21
09/12	Deposit - Thank You		447.56
09/12	Deposit - Thank You		456.78
09/12	Deposit - Thank You		462.86
09/12	Deposit - Thank You		463.16
09/12	Deposit - Thank You		464.48
09/12	Deposit - Thank You		466.93
09/12	Deposit - Thank You		468.01
09/12	Deposit - Thank You		476.95
09/12	Doordash, Inc. Transfer X	Doordash, Inc.	491.11
09/12	Deposit - Thank You		517.78
09/12	Deposit - Thank You		517.92
09/12	Deposit - Thank You		523.75
09/12	Deposit - Thank You		529.41
09/12	Deposit - Thank You		577.51

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09/12	Doordash, Inc. Transfer X	Doordash, Inc.	578.10
09/12	Deposit - Thank You		579.73
09/12	Deposit - Thank You		590.11
09/12	Deposit - Thank You		593.14
09/12	Deposit - Thank You		594.63
09/12	Deposit - Thank You		596.69
09/12	Deposit - Thank You		600.51
09/12	Deposit - Thank You		618.49
09/12	Deposit - Thank You		653.49
09/12	Deposit - Thank You		665.00
09/12	Deposit - Thank You		696.12
09/12	Deposit - Thank You		713.39
09/12	Deposit - Thank You		722.91
09/12	Deposit - Thank You		739.05
09/12	Deposit - Thank You		747.19
09/12	Deposit - Thank You		749.00
09/12	Regions Bank Credit lbs 0194968		760.22
09/12	Deposit - Thank You		762.05
09/12	Deposit - Thank You		767.25
09/12	Deposit - Thank You		797.14
09/12	Deposit - Thank You		884.83
09/12	Deposit - Thank You		897.14
09/12	Deposit - Thank You		901.23
09/12	Deposit - Thank You		903.80
09/12	Deposit - Thank You		914.37
09/12	Deposit - Thank You		914.45
09/12	Deposit - Thank You		950.51
09/12	Deposit - Thank You		989.46
09/12	Deposit - Thank You		992.35
09/12	Deposit - Thank You		993.97
09/12	Deposit - Thank You		1,029.70
09/12	Deposit - Thank You		1,066.72
09/12	Deposit - Thank You		1,082.93
09/12	Deposit - Thank You		1,114.06
09/12	Deposit - Thank You		1,177.40
09/12	Deposit - Thank You		1,179.02
09/12	Deposit - Thank You		1,191.38
09/12	Deposit - Thank You		1,204.22
09/12	Deposit - Thank You		1,417.44
09/12	Deposit - Thank You		1,542.14
09/12	Deposit - Thank You		1,866.77
09/12	Deposit - Thank You		2,071.01
09/12	Regions Bank Acct Trans 201394718 Kmay		210,000.00
09/13	Deposit - Thank You		3.00
09/13	Account Correction		20.00
09/13	Deposit - Thank You		111.22
09/13	Peerless Beverag Fintecheft Anthony's Coal 20-1394718		128.50
09/13	Deposit - Thank You		223.03
09/13	Deposit - Thank You		237.35
09/13	Deposit - Thank You		302.23

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09/13	Deposit - Thank You	328.79
09/13	Deposit - Thank You	414.00
09/13	Deposit - Thank You	443.98
09/13	Deposit - Thank You	444.67
09/13	Deposit - Thank You	502.47
09/13	Deposit - Thank You	540.70
09/13	Deposit - Thank You	557.09
09/13	Deposit - Thank You	573.85
09/13	Deposit - Thank You	595.35
09/13	Deposit - Thank You	636.67
09/13	Deposit - Thank You	681.25
09/13	Deposit - Thank You	1,040.54
09/13	Deposit - Thank You	1,119.16
09/13	Account Correction	1,742.59
09/13	Uber USA Edi Paymnt Anthony's Pizz 350817413	110,000.00
09/13	Regions Bank Acct Trans 201394718 Kmay	115,000.00
09/13	Regions Bank Acct Trans 201394718 Kmay	101.10
09/14	Deposit - Thank You	159.10
09/14	Deposit - Thank You	196.56
09/14	Deposit - Thank You	236.04
09/14	Deposit - Thank You	255.14
09/14	Deposit - Thank You	267.37
09/14	Deposit - Thank You	281.55
09/14	Deposit - Thank You	282.95
09/14	Deposit - Thank You	287.81
09/14	Deposit - Thank You	299.39
09/14	Deposit - Thank You	302.18
09/14	Deposit - Thank You	316.32
09/14	Deposit - Thank You	319.26
09/14	Deposit - Thank You	329.75
09/14	Deposit - Thank You	332.21
09/14	Deposit - Thank You	350.43
09/14	Deposit - Thank You	359.99
09/14	Deposit - Thank You	405.14
09/14	Deposit - Thank You	414.50
09/14	Deposit - Thank You	420.11
09/14	Deposit - Thank You	424.42
09/14	Deposit - Thank You	447.33
09/14	Deposit - Thank You	477.50
09/14	Deposit - Thank You	489.09
09/14	Deposit - Thank You	494.24
09/14	Deposit - Thank You	499.26
09/14	Deposit - Thank You	499.45
09/14	Deposit - Thank You	500.36
09/14	Deposit - Thank You	512.26
09/14	Deposit - Thank You	540.77
09/14	Deposit - Thank You	551.22
09/14	Deposit - Thank You	576.96
09/14	Deposit - Thank You	582.55
09/14	Deposit - Thank You	586.67

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DEPOSITS & CREDITS (CONTINUED)

09/14	Deposit - Thank You	596.09
09/14	Deposit - Thank You	623.25
09/14	Deposit - Thank You	625.90
09/14	Deposit - Thank You	626.89
09/14	Deposit - Thank You	634.39
09/14	Deposit - Thank You	645.28
09/14	Deposit - Thank You	668.08
09/14	Deposit - Thank You	671.78
09/14	Deposit - Thank You	702.92
09/14	Deposit - Thank You	712.82
09/14	Deposit - Thank You	748.63
09/14	Deposit - Thank You	815.92
09/14	Deposit - Thank You	848.66
09/14	Deposit - Thank You	911.98
09/14	Deposit - Thank You	915.77
09/14	Deposit - Thank You	925.11
09/14	Deposit - Thank You	939.82
09/14	Deposit - Thank You	947.21
09/14	Deposit - Thank You	949.33
09/14	Deposit - Thank You	952.42
09/14	Deposit - Thank You	956.41
09/14	Deposit - Thank You	978.29
09/14	Deposit - Thank You	1,033.18
09/14	Deposit - Thank You	1,054.22
09/14	Deposit - Thank You	1,055.46
09/14	Deposit - Thank You	1,058.27
09/14	Deposit - Thank You	1,066.44
09/14	Deposit - Thank You	1,074.67
09/14	Deposit - Thank You	1,082.95
09/14	Deposit - Thank You	1,105.73
09/14	Deposit - Thank You	1,113.38
09/14	Deposit - Thank You	1,131.61
09/14	Deposit - Thank You	1,153.01
09/14	Deposit - Thank You	1,158.90
09/14	Deposit - Thank You	1,162.09
09/14	Deposit - Thank You	1,187.93
09/14	Deposit - Thank You	1,207.65
09/14	Deposit - Thank You	1,210.08
09/14	Deposit - Thank You	1,222.64
09/14	Deposit - Thank You	1,226.51
09/14	Deposit - Thank You	1,241.01
09/14	Deposit - Thank You	1,272.05
09/14	Deposit - Thank You	1,277.29
09/14	Deposit - Thank You	1,292.07
09/14	Deposit - Thank You	1,315.65
09/14	Deposit - Thank You	1,328.09
09/14	Deposit - Thank You	1,406.51
09/14	Deposit - Thank You	1,418.78
09/14	Deposit - Thank You	1,429.25
09/14	Deposit - Thank You	1,477.16

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DEPOSITS & CREDITS (CONTINUED)

09/14	Deposit - Thank You		1,508.62
09/14	Deposit - Thank You		1,534.75
09/14	Deposit - Thank You		1,538.55
09/14	Deposit - Thank You		1,561.81
09/14	Deposit - Thank You		1,615.37
09/14	Deposit - Thank You		1,694.87
09/14	Deposit - Thank You		1,765.51
09/14	Deposit - Thank You		2,065.58
09/14	Deposit - Thank You		2,156.73
09/14	Deposit - Thank You		2,587.45
09/14	Deposit - Thank You		4,783.04
09/14	Quick Deposit - Thank You		30,000.00
09/14	Regions Bank Acct Trans 201394718	Kmay	180,000.00
09/14	Regions Bank Acct Trans 201394718	Kmay	128,590.63
09/14	Adv From Cr Line 2580311988		1.00
09/15	Deposit - Thank You		3.00
09/15	Deposit - Thank You		93.59
09/15	Deposit - Thank You		115.22
09/15	Deposit - Thank You		138.95
09/15	Deposit - Thank You		163.19
09/15	Deposit - Thank You		363.77
09/15	Deposit - Thank You		395.20
09/15	Deposit - Thank You		430.28
09/15	Deposit - Thank You		430.47
09/15	Deposit - Thank You		592.22
09/15	Deposit - Thank You		693.19
09/15	Regions Bank Acct Trans 201394718	Kmay	25,000.00
09/15	Regions Bank Acct Trans 201394718	Kmay	225,000.00
09/15	Adv From Cr Line 2580311988		493,679.82
09/18	Deposit - Thank You		15.91
09/18	Deposit - Thank You		49.79
09/18	Deposit - Thank You		52.65
09/18	Deposit - Thank You		58.34
09/18	Deposit - Thank You		66.49
09/18	Deposit - Thank You		69.72
09/18	Deposit - Thank You		79.05
09/18	Deposit - Thank You		96.91
09/18	Deposit - Thank You		125.81
09/18	Deposit - Thank You		137.66
09/18	Deposit - Thank You		150.92
09/18	Deposit - Thank You		154.00
09/18	Deposit - Thank You		170.80
09/18	Deposit - Thank You		171.26
09/18	Account Correction		178.08
09/18	Deposit - Thank You		179.78
09/18	Deposit - Thank You		181.38
09/18	Deposit - Thank You		183.32
09/18	Deposit - Thank You		205.37
09/18	Deposit - Thank You		205.44
09/18	Deposit - Thank You		233.44

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DEPOSITS & CREDITS (CONTINUED)

09/18	Deposit - Thank You	236.49
09/18	Deposit - Thank You	239.70
09/18	Deposit - Thank You	248.45
09/18	Deposit - Thank You	255.01
09/18	Deposit - Thank You	259.81
09/18	Deposit - Thank You	268.26
09/18	Deposit - Thank You	297.07
09/18	Deposit - Thank You	298.36
09/18	Deposit - Thank You	302.08
09/18	Account Correction	321.21
09/18	Deposit - Thank You	342.47
09/18	Deposit - Thank You	353.71
09/18	Deposit - Thank You	358.57
09/18	Deposit - Thank You	371.36
09/18	Deposit - Thank You	372.93
09/18	Deposit - Thank You	373.17
09/18	Deposit - Thank You	389.24
09/18	Deposit - Thank You	431.32
09/18	Deposit - Thank You	432.94
09/18	Account Correction	471.12
09/18	Deposit - Thank You	480.10
09/18	Deposit - Thank You	494.67
09/18	Deposit - Thank You	538.20
09/18	Republic National Fintech Anthony's Coal 20-1394718	540.65
09/18	Deposit - Thank You	544.72
09/18	Deposit - Thank You	574.10
09/18	Deposit - Thank You	581.25
09/18	Deposit - Thank You	586.35
09/18	Deposit - Thank You	594.00
09/18	Deposit - Thank You	645.49
09/18	Deposit - Thank You	674.08
09/18	Deposit - Thank You	679.61
09/18	Deposit - Thank You	687.01
09/18	Deposit - Thank You	688.51
09/18	Deposit - Thank You	694.50
09/18	Deposit - Thank You	707.67
09/18	Deposit - Thank You	720.86
09/18	Deposit - Thank You	732.90
09/18	Deposit - Thank You	760.09
09/18	Deposit - Thank You	785.79
09/18	Uber USA Edi Paymnt Anthony's Coal Amyxe79TN35Ykba	786.45
09/18	Deposit - Thank You	816.01
09/18	Deposit - Thank You	821.03
09/18	Deposit - Thank You	828.50
09/18	Account Correction	835.79
09/18	Deposit - Thank You	838.05
09/18	Deposit - Thank You	841.30
09/18	Deposit - Thank You	842.01
09/18	Deposit - Thank You	864.60
09/18	Deposit - Thank You	868.95

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DEPOSITS & CREDITS (CONTINUED)

09/18	Deposit - Thank You	890.84
09/18	Deposit - Thank You	891.53
09/18	Deposit - Thank You	895.16
09/18	Deposit - Thank You	910.27
09/18	Deposit - Thank You	914.10
09/18	Deposit - Thank You	927.15
09/18	Deposit - Thank You	964.55
09/18	Deposit - Thank You	970.50
09/18	Deposit - Thank You	995.94
09/18	Deposit - Thank You	1,003.89
09/18	Deposit - Thank You	1,017.16
09/18	Deposit - Thank You	1,024.50
09/18	Deposit - Thank You	1,029.14
09/18	Deposit - Thank You	1,035.82
09/18	Deposit - Thank You	1,035.88
09/18	Deposit - Thank You	1,038.90
09/18	Deposit - Thank You	1,044.76
09/18	Deposit - Thank You	1,047.23
09/18	Deposit - Thank You	1,048.56
09/18	Deposit - Thank You	1,051.92
09/18	Deposit - Thank You	1,052.97
09/18	Deposit - Thank You	1,058.33
09/18	Deposit - Thank You	1,073.67
09/18	Deposit - Thank You	1,094.03
09/18	Deposit - Thank You	1,094.44
09/18	Deposit - Thank You	1,096.82
09/18	Deposit - Thank You	1,126.89
09/18	Deposit - Thank You	1,140.22
09/18	Deposit - Thank You	1,141.92
09/18	Deposit - Thank You	1,150.90
09/18	Deposit - Thank You	1,173.33
09/18	Deposit - Thank You	1,178.29
09/18	Deposit - Thank You	1,180.21
09/18	Deposit - Thank You	1,187.41
09/18	Deposit - Thank You	1,235.84
09/18	Deposit - Thank You	1,256.06
09/18	Deposit - Thank You	1,269.77
09/18	Deposit - Thank You	1,309.09
09/18	Deposit - Thank You	1,326.10
09/18	Deposit - Thank You	1,331.17
09/18	Uber USA Edi Paymnt Anthony's Coal O3Bm597Lx1Ot0Wp	1,348.33
09/18	Deposit - Thank You	1,353.77
09/18	Deposit - Thank You	1,367.86
09/18	Deposit - Thank You	1,398.04
09/18	Deposit - Thank You	1,413.33
09/18	Deposit - Thank You	1,482.08
09/18	Deposit - Thank You	1,489.71
09/18	Uber USA Edi Paymnt Anthony's Coal R5Bqnr2A77Xzdnl	1,489.79
09/18	Deposit - Thank You	1,493.72
09/18	Deposit - Thank You	1,509.73
09/18	Deposit - Thank You	

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DEPOSITS & CREDITS (CONTINUED)

09/18	Deposit - Thank You	1,557.75
09/18	Deposit - Thank You	1,643.43
09/18	Deposit - Thank You	1,704.63
09/18	Deposit - Thank You	1,733.68
09/18	Uber USA Edi Paymnt Anthony's Coal Gh61M3Jz4Buuwt6	1,784.86
09/18	Deposit - Thank You	1,799.55
09/18	Deposit - Thank You	1,802.44
09/18	Deposit - Thank You	1,824.07
09/18	Deposit - Thank You	1,846.39
09/18	Deposit - Thank You	1,861.51
09/18	Deposit - Thank You	1,881.59
09/18	Deposit - Thank You	1,894.41
09/18	Deposit - Thank You	1,949.65
09/18	Deposit - Thank You	1,961.38
09/18	Deposit - Thank You	2,007.42
09/18	Deposit - Thank You	2,011.04
09/18	Deposit - Thank You	2,059.46
09/18	Deposit - Thank You	2,120.27
09/18	Deposit - Thank You	2,269.01
09/18	Deposit - Thank You	2,360.50
09/18	Deposit - Thank You	2,416.59
09/18	Deposit - Thank You	2,497.17
09/18	Deposit - Thank You	2,509.39
09/18	Deposit - Thank You	2,582.98
09/18	Deposit - Thank You	2,681.28
09/18	Deposit - Thank You	2,865.16
09/18	Deposit - Thank You	2,907.67
09/18	Deposit - Thank You	2,912.08
09/18	Deposit - Thank You	2,979.92
09/18	Deposit - Thank You	3,239.26
09/18	Deposit - Thank You	3,278.43
09/18	Uber USA Edi Paymnt Anthony's Coal 5Qoeiryuthj3Lgc	3,411.60
09/18	Deposit - Thank You	3,547.38
09/18	Deposit - Thank You	3,621.44
09/18	Deposit - Thank You	3,767.20
09/18	Deposit - Thank You	5,417.84
09/18	Deposit - Thank You	6,497.15
09/18	Deposit - Thank You	7,341.91
09/18	Deposit - Thank You	11,980.70
09/18	Regions Bank Acct Trans 201394718 Kmay	155,000.00
09/18	Regions Bank Acct Trans 201394718 Kmay	915,000.00
09/19	Deposit - Thank You	0.04
09/19	Deposit - Thank You	3.13
09/19	Deposit - Thank You	19.96
09/19	Deposit - Thank You	36.00
09/19	Deposit - Thank You	47.29
09/19	Deposit - Thank You	49.94
09/19	Deposit - Thank You	62.89
09/19	Deposit - Thank You	68.53
09/19	Deposit - Thank You	84.36

Regions Bank
 East Commercial Blvd
 2660 East Commercial Blvd
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ANTHONY'S PIZZA HOLDING COMPANY LLC
 200 W CYPRESS CREEK RD STE 220
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ACCOUNT #

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DEPOSITS & CREDITS (CONTINUED)

09/19	Deposit - Thank You		96.21
09/19	Deposit - Thank You		97.25
09/19	Deposit - Thank You		102.34
09/19	Deposit - Thank You		130.08
09/19	Deposit - Thank You		170.83
09/19	Deposit - Thank You		177.52
09/19	Doordash, Inc. Transfer X	Westwood	209.87
09/19	Deposit - Thank You		212.73
09/19	Deposit - Thank You		229.27
09/19	Account Correction		229.85
09/19	Deposit - Thank You		244.43
09/19	Deposit - Thank You		249.38
09/19	Deposit - Thank You		262.39
09/19	Deposit - Thank You		271.33
09/19	Deposit - Thank You		272.66
09/19	Deposit - Thank You		287.44
09/19	Deposit - Thank You		298.09
09/19	Deposit - Thank You		310.31
09/19	Account Correction		317.08
09/19	Deposit - Thank You		328.16
09/19	Deposit - Thank You		338.94
09/19	Deposit - Thank You		344.07
09/19	Deposit - Thank You		346.88
09/19	Deposit - Thank You		356.75
09/19	Deposit - Thank You		376.48
09/19	Doordash, Inc. Transfer X	Newton	380.06
09/19	Deposit - Thank You		390.16
09/19	Deposit - Thank You		410.08
09/19	Deposit - Thank You		433.77
09/19	Deposit - Thank You		449.46
09/19	Deposit - Thank You		451.27
09/19	Deposit - Thank You		451.79
09/19	Deposit - Thank You		455.08
09/19	Doordash, Inc. Transfer X	Doordash, Inc.	463.51
09/19	Deposit - Thank You		471.48
09/19	Deposit - Thank You		476.56
09/19	Deposit - Thank You		480.30
09/19	Deposit - Thank You		480.33
09/19	Deposit - Thank You		486.54
09/19	Deposit - Thank You		491.05
09/19	Deposit - Thank You		497.06
09/19	Deposit - Thank You		516.60
09/19	Deposit - Thank You		556.00
09/19	Deposit - Thank You		566.56
09/19	Deposit - Thank You		568.75
09/19	Deposit - Thank You		575.32
09/19	Deposit - Thank You		601.09
09/19	Deposit - Thank You		640.87
09/19	Doordash, Inc. Transfer X	Doordash, Inc.	675.42
09/19	Deposit - Thank You		678.79

Regions Bank
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2660 East Commercial Blvd
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DEPOSITS & CREDITS (CONTINUED)

09/19	Deposit - Thank You	690.89
09/19	Deposit - Thank You	691.34
09/19	Deposit - Thank You	733.21
09/19	Deposit - Thank You	734.68
09/19	Deposit - Thank You	746.97
09/19	Deposit - Thank You	748.52
09/19	Deposit - Thank You	776.99
09/19	Deposit - Thank You	788.50
09/19	Deposit - Thank You	794.04
09/19	Deposit - Thank You	803.58
09/19	Deposit - Thank You	828.44
09/19	Deposit - Thank You	844.17
09/19	Deposit - Thank You	919.77
09/19	Deposit - Thank You	927.92
09/19	Deposit - Thank You	934.13
09/19	Deposit - Thank You	978.50
09/19	Deposit - Thank You	987.98
09/19	Deposit - Thank You	1,017.86
09/19	Deposit - Thank You	1,068.87
09/19	Deposit - Thank You	1,070.07
09/19	Deposit - Thank You	1,108.45
09/19	Doordash, Inc. Transfer X	1,115.21
09/19	Doordash, Inc.	1,134.59
09/19	Deposit - Thank You	1,150.67
09/19	Deposit - Thank You	1,235.67
09/19	Deposit - Thank You	1,243.52
09/19	Deposit - Thank You	1,264.50
09/19	Deposit - Thank You	1,291.04
09/19	Deposit - Thank You	1,333.90
09/19	Deposit - Thank You	1,344.41
09/19	Deposit - Thank You	1,419.54
09/19	Deposit - Thank You	1,435.59
09/19	Deposit - Thank You	1,475.83
09/19	Deposit - Thank You	1,503.43
09/19	Deposit - Thank You	1,543.57
09/19	Deposit - Thank You	1,584.09
09/19	Deposit - Thank You	1,746.30
09/19	Deposit - Thank You	1,812.18
09/19	Deposit - Thank You	2,662.44
09/19	Regions Bank Acct Trans 201394718	315,000.00
09/19	Kmay	1.00
09/20	Deposit - Thank You	1.00
09/20	Deposit - Thank You	1.00
09/20	Deposit - Thank You	11.11
09/20	Deposit - Thank You	20.37
09/20	Deposit - Thank You	24.07
09/20	Deposit - Thank You	32.01
09/20	Deposit - Thank You	34.18
09/20	Deposit - Thank You	65.66
09/20	Deposit - Thank You	73.43

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2660 East Commercial Blvd
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09/20	Deposit - Thank You	112.12
09/20	Deposit - Thank You	124.66
09/20	Account Correction	124.91
09/20	Deposit - Thank You	130.53
09/20	Deposit - Thank You	158.71
09/20	Deposit - Thank You	163.25
09/20	Deposit - Thank You	165.00
09/20	Deposit - Thank You	168.78
09/20	Deposit - Thank You	179.51
09/20	Deposit - Thank You	180.00
09/20	Penn Beer Sales Fintecheft Anthony's Coal 20-1394718	200.26
09/20	Deposit - Thank You	201.12
09/20	Deposit - Thank You	204.25
09/20	Deposit - Thank You	210.57
09/20	Deposit - Thank You	212.72
09/20	Deposit - Thank You	216.26
09/20	Deposit - Thank You	259.90
09/20	Deposit - Thank You	267.42
09/20	Deposit - Thank You	274.87
09/20	Deposit - Thank You	277.60
09/20	Deposit - Thank You	287.60
09/20	Deposit - Thank You	289.78
09/20	Deposit - Thank You	299.40
09/20	Deposit - Thank You	312.20
09/20	Deposit - Thank You	331.92
09/20	Deposit - Thank You	335.85
09/20	Deposit - Thank You	344.01
09/20	Deposit - Thank You	347.25
09/20	Deposit - Thank You	351.18
09/20	Deposit - Thank You	352.72
09/20	Deposit - Thank You	355.51
09/20	Deposit - Thank You	359.01
09/20	Deposit - Thank You	362.14
09/20	Deposit - Thank You	377.05
09/20	Deposit - Thank You	380.17
09/20	Deposit - Thank You	405.00
09/20	Deposit - Thank You	410.37
09/20	Deposit - Thank You	436.06
09/20	Deposit - Thank You	441.45
09/20	Deposit - Thank You	444.30
09/20	Deposit - Thank You	460.65
09/20	Deposit - Thank You	481.42
09/20	Deposit - Thank You	482.05
09/20	Deposit - Thank You	482.25
09/20	Deposit - Thank You	483.44
09/20	Deposit - Thank You	484.94
09/20	Deposit - Thank You	495.06
09/20	Deposit - Thank You	505.45
09/20	Deposit - Thank You	506.80
09/20	Deposit - Thank You	513.32

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DEPOSITS & CREDITS (CONTINUED)

09/20	Deposit - Thank You	514.25
09/20	Deposit - Thank You	518.54
09/20	Deposit - Thank You	519.09
09/20	Deposit - Thank You	553.59
09/20	Deposit - Thank You	569.02
09/20	Deposit - Thank You	578.78
09/20	Deposit - Thank You	578.99
09/20	Deposit - Thank You	604.25
09/20	Deposit - Thank You	609.77
09/20	Deposit - Thank You	612.88
09/20	Deposit - Thank You	631.82
09/20	Deposit - Thank You	641.46
09/20	Deposit - Thank You	644.94
09/20	Deposit - Thank You	674.90
09/20	Deposit - Thank You	688.09
09/20	Deposit - Thank You	690.25
09/20	Deposit - Thank You	691.92
09/20	Deposit - Thank You	704.00
09/20	Deposit - Thank You	718.50
09/20	Deposit - Thank You	723.89
09/20	Deposit - Thank You	729.95
09/20	Deposit - Thank You	733.67
09/20	Deposit - Thank You	739.10
09/20	Deposit - Thank You	758.45
09/20	Deposit - Thank You	760.46
09/20	Deposit - Thank You	761.52
09/20	Deposit - Thank You	783.91
09/20	Deposit - Thank You	789.52
09/20	Deposit - Thank You	791.08
09/20	Deposit - Thank You	792.35
09/20	Deposit - Thank You	794.72
09/20	Deposit - Thank You	809.28
09/20	Deposit - Thank You	837.02
09/20	Deposit - Thank You	849.85
09/20	Deposit - Thank You	874.40
09/20	Deposit - Thank You	883.87
09/20	Deposit - Thank You	894.76
09/20	Deposit - Thank You	933.22
09/20	Deposit - Thank You	933.77
09/20	Deposit - Thank You	934.99
09/20	Deposit - Thank You	964.69
09/20	Deposit - Thank You	966.90
09/20	Deposit - Thank You	973.79
09/20	Account Correction	974.27
09/20	Deposit - Thank You	990.13
09/20	Deposit - Thank You	990.52
09/20	Deposit - Thank You	1,003.46
09/20	Deposit - Thank You	1,017.34
09/20	Deposit - Thank You	1,037.10
09/20	Deposit - Thank You	1,039.19

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DEPOSITS & CREDITS (CONTINUED)

09/20	Deposit - Thank You	1,048.36
09/20	Deposit - Thank You	1,051.80
09/20	Deposit - Thank You	1,060.53
09/20	Deposit - Thank You	1,063.42
09/20	Deposit - Thank You	1,079.87
09/20	Account Correction	1,103.09
09/20	Deposit - Thank You	1,107.36
09/20	Deposit - Thank You	1,117.42
09/20	Deposit - Thank You	1,130.59
09/20	Deposit - Thank You	1,130.95
09/20	Deposit - Thank You	1,132.74
09/20	Deposit - Thank You	1,134.62
09/20	Account Correction	1,141.10
09/20	Deposit - Thank You	1,170.12
09/20	Deposit - Thank You	1,186.52
09/20	Deposit - Thank You	1,188.99
09/20	Deposit - Thank You	1,234.61
09/20	Deposit - Thank You	1,245.09
09/20	Deposit - Thank You	1,246.62
09/20	Deposit - Thank You	1,284.39
09/20	Deposit - Thank You	1,295.01
09/20	Deposit - Thank You	1,300.89
09/20	Deposit - Thank You	1,326.25
09/20	Deposit - Thank You	1,358.08
09/20	Deposit - Thank You	1,392.17
09/20	Account Correction	1,408.46
09/20	Deposit - Thank You	1,473.30
09/20	Deposit - Thank You	1,491.69
09/20	Deposit - Thank You	1,553.57
09/20	Deposit - Thank You	1,572.98
09/20	Deposit - Thank You	1,594.51
09/20	Deposit - Thank You	1,599.65
09/20	Deposit - Thank You	1,643.40
09/20	Deposit - Thank You	1,690.72
09/20	Deposit - Thank You	1,759.40
09/20	Uber USA Edi Paymnt Anthony's Pizz 356580865	1,816.75
09/20	Uber USA Edi Paymnt Anthony's Coal 356648343	1,887.51
09/20	Deposit - Thank You	1,892.23
09/20	Deposit - Thank You	2,184.53
09/20	Uber USA Edi Paymnt Anthony's Coal 356587469	2,242.36
09/20	Deposit - Thank You	2,569.34
09/20	Uber USA Edi Paymnt Anthony's Coal 356660583	2,591.93
09/20	Uber USA Edi Paymnt Anthony's Coal 356583673	2,716.60
09/20	Deposit - Thank You	4,484.12
09/20	Deposit - Thank You	5,070.38
09/20	Uber USA Edi Paymnt Anthony's Coal 356583517	6,966.92
09/20	Deposit - Thank You	7,620.21
09/20	Deposit - Thank You	31,837.61
09/20	Quick Deposit - Thank You	160,000.00
09/20	Regions Bank Acct Trans 201394718 Kmay	200,000.00
09/20	Regions Bank Acct Trans 201394718 Kmay	

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DEPOSITS & CREDITS (CONTINUED)

09/21	Deposit - Thank You	10.00
09/21	Shore Point Dist Fintecheft Anthony's Coal 20-1394718	21.00
09/21	Deposit - Thank You	36.14
09/21	Deposit - Thank You	50.84
09/21	Deposit - Thank You	79.31
09/21	Deposit - Thank You	131.56
09/21	Deposit - Thank You	160.07
09/21	Deposit - Thank You	167.52
09/21	Deposit - Thank You	169.07
09/21	Deposit - Thank You	185.10
09/21	Allied Beverage Fintecheft Anthony's Coal 20-1394718	191.09
09/21	Deposit - Thank You	231.28
09/21	Deposit - Thank You	244.88
09/21	Deposit - Thank You	261.38
09/21	Deposit - Thank You	263.27
09/21	Deposit - Thank You	343.36
09/21	Deposit - Thank You	346.82
09/21	Deposit - Thank You	365.44
09/21	Deposit - Thank You	368.25
09/21	Deposit - Thank You	373.78
09/21	Deposit - Thank You	391.65
09/21	Deposit - Thank You	400.59
09/21	Deposit - Thank You	411.38
09/21	Deposit - Thank You	413.32
09/21	Deposit - Thank You	428.47
09/21	Deposit - Thank You	443.97
09/21	Deposit - Thank You	455.06
09/21	Deposit - Thank You	470.17
09/21	Deposit - Thank You	472.34
09/21	Deposit - Thank You	476.16
09/21	Deposit - Thank You	483.09
09/21	Deposit - Thank You	493.97
09/21	Deposit - Thank You	533.91
09/21	Deposit - Thank You	536.70
09/21	Deposit - Thank You	549.22
09/21	Deposit - Thank You	573.37
09/21	Deposit - Thank You	586.67
09/21	Deposit - Thank You	590.07
09/21	Deposit - Thank You	609.05
09/21	Deposit - Thank You	611.03
09/21	Deposit - Thank You	617.35
09/21	Deposit - Thank You	639.06
09/21	Deposit - Thank You	640.44
09/21	Deposit - Thank You	651.42
09/21	Deposit - Thank You	671.96
09/21	Deposit - Thank You	686.35
09/21	Deposit - Thank You	700.03
09/21	Deposit - Thank You	727.94
09/21	Deposit - Thank You	729.22
09/21	Deposit - Thank You	758.28

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DEPOSITS & CREDITS (CONTINUED)

09/21	Deposit - Thank You	768.83
09/21	Deposit - Thank You	781.92
09/21	Deposit - Thank You	791.71
09/21	Deposit - Thank You	805.19
09/21	Deposit - Thank You	806.04
09/21	Deposit - Thank You	826.17
09/21	Deposit - Thank You	856.60
09/21	Deposit - Thank You	867.60
09/21	Deposit - Thank You	920.66
09/21	Deposit - Thank You	924.89
09/21	Deposit - Thank You	927.80
09/21	Deposit - Thank You	963.39
09/21	Deposit - Thank You	999.58
09/21	Deposit - Thank You	1,013.26
09/21	Deposit - Thank You	1,049.50
09/21	Deposit - Thank You	1,057.19
09/21	Deposit - Thank You	1,060.28
09/21	Deposit - Thank You	1,060.81
09/21	Deposit - Thank You	1,069.65
09/21	Deposit - Thank You	1,138.17
09/21	Deposit - Thank You	1,168.44
09/21	Deposit - Thank You	1,173.68
09/21	Deposit - Thank You	1,176.77
09/21	Deposit - Thank You	1,181.90
09/21	Deposit - Thank You	1,190.93
09/21	Deposit - Thank You	1,203.33
09/21	Deposit - Thank You	1,204.10
09/21	Deposit - Thank You	1,223.73
09/21	Deposit - Thank You	1,267.12
09/21	Deposit - Thank You	1,277.96
09/21	Deposit - Thank You	1,293.20
09/21	Deposit - Thank You	1,295.77
09/21	Deposit - Thank You	1,318.07
09/21	Deposit - Thank You	1,318.58
09/21	Deposit - Thank You	1,325.83
09/21	Deposit - Thank You	1,333.22
09/21	Deposit - Thank You	1,344.67
09/21	Deposit - Thank You	1,354.80
09/21	Deposit - Thank You	1,355.10
09/21	Deposit - Thank You	1,357.45
09/21	Deposit - Thank You	1,382.73
09/21	Deposit - Thank You	1,414.22
09/21	Deposit - Thank You	1,424.05
09/21	Deposit - Thank You	1,515.11
09/21	Deposit - Thank You	1,537.34
09/21	Deposit - Thank You	1,549.37
09/21	Deposit - Thank You	1,553.45
09/21	Deposit - Thank You	1,580.28
09/21	Deposit - Thank You	1,603.11
09/21	Deposit - Thank You	1,613.15

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DEPOSITS & CREDITS (CONTINUED)

09/21	Deposit - Thank You		1,618.71
09/21	Deposit - Thank You		1,622.62
09/21	Deposit - Thank You		1,644.59
09/21	Deposit - Thank You		1,654.97
09/21	Deposit - Thank You		1,657.87
09/21	Deposit - Thank You		1,671.81
09/21	Deposit - Thank You		1,687.50
09/21	Deposit - Thank You		1,693.71
09/21	Deposit - Thank You		1,728.38
09/21	Deposit - Thank You		1,729.90
09/21	Deposit - Thank You		1,747.26
09/21	Deposit - Thank You		1,751.67
09/21	Deposit - Thank You		1,906.02
09/21	Deposit - Thank You		1,914.51
09/21	Deposit - Thank You		1,926.62
09/21	Deposit - Thank You		1,929.16
09/21	Deposit - Thank You		2,009.18
09/21	Deposit - Thank You		2,140.12
09/21	Deposit - Thank You		2,155.71
09/21	Deposit - Thank You		2,169.38
09/21	Deposit - Thank You		2,260.18
09/21	Deposit - Thank You		2,343.83
09/21	Deposit - Thank You		2,449.84
09/21	Deposit - Thank You		2,535.52
09/21	Deposit - Thank You		2,544.99
09/21	Deposit - Thank You		2,566.74
09/21	Deposit - Thank You		2,716.45
09/21	Deposit - Thank You		3,172.92
09/21	Deposit - Thank You		3,593.11
09/21	Regions Bank Acct Trans 201394718	Kmay	65,000.00
09/21	Regions Bank Acct Trans 201394718	Kmay	160,000.00
09/22	Deposit - Thank You		1.00
09/22	Deposit - Thank You		20.00
09/22	Deposit - Thank You		20.00
09/22	Wire Transfer Regions Bank		493.17
09/22	Regions Bank Acct Trans 201394718	Kmay	5,000.00
09/22	Regions Bank Acct Trans 201394718	Kmay	45,000.00
09/22	Regions Bank Acct Trans 201394718	Kmay	225,000.00
09/25	Deposit - Thank You		0.29
09/25	Deposit - Thank You		1.00
09/25	Deposit - Thank You		10.45
09/25	Deposit - Thank You		11.48
09/25	Deposit - Thank You		23.59
09/25	Deposit - Thank You		28.63
09/25	Deposit - Thank You		39.32
09/25	Deposit - Thank You		42.29
09/25	Deposit - Thank You		54.50
09/25	Deposit - Thank You		59.74
09/25	Deposit - Thank You		59.93
09/25	Deposit - Thank You		60.98

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DEPOSITS & CREDITS (CONTINUED)

09/25	Deposit - Thank You	66.28
09/25	Deposit - Thank You	72.48
09/25	Deposit - Thank You	81.95
09/25	Deposit - Thank You	103.25
09/25	Deposit - Thank You	109.49
09/25	Deposit - Thank You	110.78
09/25	Deposit - Thank You	114.92
09/25	Deposit - Thank You	116.53
09/25	Deposit - Thank You	146.56
09/25	Deposit - Thank You	149.90
09/25	Deposit - Thank You	157.32
09/25	Deposit - Thank You	159.55
09/25	Deposit - Thank You	160.59
09/25	Deposit - Thank You	162.91
09/25	Deposit - Thank You	163.36
09/25	Deposit - Thank You	175.45
09/25	Deposit - Thank You	178.14
09/25	Deposit - Thank You	191.11
09/25	Deposit - Thank You	196.33
09/25	Deposit - Thank You	214.56
09/25	Deposit - Thank You	215.71
09/25	Deposit - Thank You	228.89
09/25	Deposit - Thank You	229.35
09/25	Account Correction	241.17
09/25	Deposit - Thank You	248.09
09/25	Deposit - Thank You	252.28
09/25	Deposit - Thank You	258.90
09/25	Deposit - Thank You	264.76
09/25	Deposit - Thank You	268.68
09/25	Deposit - Thank You	272.86
09/25	Deposit - Thank You	276.29
09/25	Deposit - Thank You	299.79
09/25	Deposit - Thank You	315.07
09/25	Deposit - Thank You	331.57
09/25	Deposit - Thank You	345.51
09/25	Deposit - Thank You	352.66
09/25	Deposit - Thank You	355.32
09/25	Deposit - Thank You	361.76
09/25	Deposit - Thank You	362.45
09/25	Deposit - Thank You	363.92
09/25	Deposit - Thank You	364.74
09/25	Deposit - Thank You	369.49
09/25	Deposit - Thank You	369.82
09/25	Deposit - Thank You	383.06
09/25	Deposit - Thank You	393.28
09/25	Deposit - Thank You	393.73
09/25	Deposit - Thank You	405.24
09/25	Deposit - Thank You	405.29
09/25	Deposit - Thank You	407.80
09/25	Deposit - Thank You	409.53

Regions Bank
East Commercial Blvd
2660 East Commercial Blvd
Fort Lauderdale, FL 33308

ANTHONY'S PIZZA HOLDING COMPANY LLC
200 W CYPRESS CREEK RD STE 220
FORT LAUDERDALE FL 33309-2175

ACCOUNT #

0213742078

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DEPOSITS & CREDITS (CONTINUED)

09/25	Deposit - Thank You	416.86
09/25	Deposit - Thank You	421.33
09/25	Deposit - Thank You	428.42
09/25	Deposit - Thank You	433.47
09/25	Deposit - Thank You	458.61
09/25	Deposit - Thank You	459.91
09/25	Deposit - Thank You	483.01
09/25	Account Correction	485.03
09/25	Deposit - Thank You	493.13
09/25	Deposit - Thank You	496.16
09/25	Deposit - Thank You	497.00
09/25	Deposit - Thank You	505.52
09/25	Deposit - Thank You	510.00
09/25	Deposit - Thank You	520.44
09/25	Deposit - Thank You	523.79
09/25	Deposit - Thank You	534.84
09/25	Deposit - Thank You	535.13
09/25	Deposit - Thank You	542.48
09/25	Deposit - Thank You	557.90
09/25	Deposit - Thank You	572.46
09/25	Deposit - Thank You	576.13
09/25	Deposit - Thank You	581.87
09/25	Deposit - Thank You	589.55
09/25	Account Correction	597.38
09/25	Deposit - Thank You	613.97
09/25	Deposit - Thank You	661.69
09/25	Deposit - Thank You	672.67
09/25	Deposit - Thank You	703.58
09/25	Deposit - Thank You	717.53
09/25	Deposit - Thank You	775.13
09/25	Deposit - Thank You	784.82
09/25	Deposit - Thank You	792.17
09/25	Deposit - Thank You	800.68
09/25	Deposit - Thank You	806.42
09/25	Deposit - Thank You	807.87
09/25	Deposit - Thank You	810.91
09/25	Deposit - Thank You	822.18
09/25	Deposit - Thank You	825.26
09/25	Deposit - Thank You	830.84
09/25	Deposit - Thank You	868.68
09/25	Deposit - Thank You	902.84
09/25	Deposit - Thank You	927.38
09/25	Deposit - Thank You	941.67
09/25	Deposit - Thank You	950.37
09/25	Deposit - Thank You	976.22
09/25	Deposit - Thank You	980.74
09/25	Deposit - Thank You	1,011.63
09/25	Deposit - Thank You	1,023.83
09/25	Deposit - Thank You	1,031.95
09/25	Deposit - Thank You	1,036.18

Regions Bank
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ANTHONY'S PIZZA HOLDING COMPANY LLC
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DEPOSITS & CREDITS (CONTINUED)

09/25	Deposit - Thank You	1,065.66
09/25	Deposit - Thank You	1,084.16
09/25	Deposit - Thank You	1,087.82
09/25	Deposit - Thank You	1,118.30
09/25	Deposit - Thank You	1,163.30
09/25	Deposit - Thank You	1,234.26
09/25	Deposit - Thank You	1,276.75
09/25	Deposit - Thank You	1,295.81
09/25	Deposit - Thank You	1,477.31
09/25	Deposit - Thank You	1,562.23
09/25	Deposit - Thank You	1,568.38
09/25	Deposit - Thank You	1,598.27
09/25	Deposit - Thank You	1,601.97
09/25	Deposit - Thank You	1,632.43
09/25	Deposit - Thank You	1,667.31
09/25	Deposit - Thank You	2,036.98
09/25	Deposit - Thank You	2,974.02
09/25	Deposit - Thank You	3,235.28
09/25	Deposit - Thank You	5,000.00
09/25	Regions Bank Acct Trans 201394718 Kmay	5,000.00
09/25	Regions Bank Acct Trans 201394718 Kmay	145,000.00
09/25	Regions Bank Acct Trans 201394718 Kmay	980,000.00
09/25	Regions Bank Acct Trans 201394718 Kmay	1.00
09/26	Deposit - Thank You	2.00
09/26	Deposit - Thank You	3.00
09/26	Hunterdon Brewin Fintech Anthony's Coal 20-1394718	5.00
09/26	Deposit - Thank You	20.00
09/26	Deposit - Thank You	31.31
09/26	Deposit - Thank You	90.00
09/26	Atlantic Importi Fintech Anthony's Coal 20-1394718	116.23
09/26	Deposit - Thank You	117.24
09/26	Deposit - Thank You	126.45
09/26	Deposit - Thank You	136.94
09/26	Deposit - Thank You	142.16
09/26	Deposit - Thank You	145.08
09/26	Deposit - Thank You	180.00
09/26	Boening Brothers Fintech Anthony's Coal 20-1394718	195.67
09/26	Deposit - Thank You	195.73
09/26	Deposit - Thank You	216.92
09/26	Doordash, Inc. Transfer X Westwood	224.45
09/26	Deposit - Thank You	246.90
09/26	Deposit - Thank You	258.04
09/26	Deposit - Thank You	262.37
09/26	Deposit - Thank You	274.28
09/26	Deposit - Thank You	277.31
09/26	Deposit - Thank You	282.75
09/26	Deposit - Thank You	285.56
09/26	Doordash, Inc. Transfer X Newton	286.96
09/26	Deposit - Thank You	309.24
09/26	Deposit - Thank You	320.90
09/26	Deposit - Thank You	

Regions Bank
East Commercial Blvd
2660 East Commercial Blvd
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ANTHONY'S PIZZA HOLDING COMPANY LLC
200 W CYPRESS CREEK RD STE 220
FORT LAUDERDALE FL 33309-2175

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DEPOSITS & CREDITS (CONTINUED)

09/26	Deposit - Thank You		324.21
09/26	Doordash, Inc. Transfer X	Doordash, Inc.	339.47
09/26	Deposit - Thank You		371.99
09/26	Deposit - Thank You		372.30
09/26	Deposit - Thank You		451.29
09/26	Deposit - Thank You		469.84
09/26	Deposit - Thank You		471.29
09/26	Deposit - Thank You		472.23
09/26	Deposit - Thank You		474.96
09/26	Deposit - Thank You		476.98
09/26	Deposit - Thank You		486.37
09/26	Deposit - Thank You		503.91
09/26	Deposit - Thank You		524.49
09/26	Deposit - Thank You		535.14
09/26	Deposit - Thank You		575.65
09/26	Deposit - Thank You		617.20
09/26	Deposit - Thank You		624.37
09/26	Deposit - Thank You		640.63
09/26	Deposit - Thank You		645.05
09/26	Deposit - Thank You		648.67
09/26	Deposit - Thank You		665.66
09/26	Deposit - Thank You		691.10
09/26	Doordash, Inc. Transfer X	Doordash, Inc.	706.77
09/26	Deposit - Thank You		745.47
09/26	Deposit - Thank You		757.69
09/26	Deposit - Thank You		759.07
09/26	Deposit - Thank You		768.01
09/26	Deposit - Thank You		774.36
09/26	Deposit - Thank You		815.85
09/26	Deposit - Thank You		843.82
09/26	Doordash, Inc. Transfer X	Doordash, Inc.	863.61
09/26	Deposit - Thank You		932.21
09/26	Deposit - Thank You		938.43
09/26	Doordash, Inc. Transfer X	Doordash, Inc.	985.08
09/26	Deposit - Thank You		997.49
09/26	Deposit - Thank You		1,035.11
09/26	Deposit - Thank You		1,041.64
09/26	Deposit - Thank You		1,046.70
09/26	Deposit - Thank You		1,047.04
09/26	Deposit - Thank You		1,071.12
09/26	Doordash, Inc. Transfer X	Doordash, Inc.	1,083.70
09/26	Deposit - Thank You		1,100.55
09/26	Deposit - Thank You		1,132.95
09/26	Deposit - Thank You		1,149.35
09/26	Deposit - Thank You		1,151.81
09/26	Deposit - Thank You		1,163.27
09/26	Deposit - Thank You		1,206.52
09/26	Deposit - Thank You		1,269.64
09/26	Deposit - Thank You		1,421.95
09/26	Deposit - Thank You		1,430.92

Regions Bank
 East Commercial Blvd
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ANTHONY'S PIZZA HOLDING COMPANY LLC
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 FORT LAUDERDALE FL 33309-2175

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DEPOSITS & CREDITS (CONTINUED)

		1,451.48
09/26	Deposit - Thank You	1,734.87
09/26	Deposit - Thank You	1,923.74
09/26	Deposit - Thank You	320,000.00
09/26	Regions Bank Acct Trans 201394718 Kmay	1.00
09/27	Deposit - Thank You	20.00
09/27	Deposit - Thank You	21.61
09/27	Deposit - Thank You	48.01
09/27	Deposit - Thank You	73.41
09/27	Deposit - Thank You	77.33
09/27	Deposit - Thank You	89.21
09/27	Deposit - Thank You	105.13
09/27	Deposit - Thank You	111.00
09/27	Deposit - Thank You	114.42
09/27	Deposit - Thank You	125.57
09/27	Deposit - Thank You	127.10
09/27	Deposit - Thank You	131.01
09/27	Deposit - Thank You	148.72
09/27	Deposit - Thank You	156.54
09/27	Deposit - Thank You	164.12
09/27	Deposit - Thank You	164.51
09/27	Deposit - Thank You	170.83
09/27	Deposit - Thank You	172.55
09/27	Deposit - Thank You	173.68
09/27	Deposit - Thank You	176.10
09/27	Deposit - Thank You	177.99
09/27	Deposit - Thank You	182.56
09/27	Deposit - Thank You	185.31
09/27	Deposit - Thank You	193.01
09/27	Deposit - Thank You	199.94
09/27	Deposit - Thank You	204.39
09/27	Deposit - Thank You	209.14
09/27	Deposit - Thank You	223.62
09/27	Deposit - Thank You	225.86
09/27	Deposit - Thank You	225.89
09/27	Deposit - Thank You	234.14
09/27	Deposit - Thank You	236.60
09/27	Deposit - Thank You	236.82
09/27	Deposit - Thank You	265.21
09/27	Deposit - Thank You	265.87
09/27	Deposit - Thank You	271.01
09/27	Deposit - Thank You	276.01
09/27	Deposit - Thank You	285.19
09/27	Deposit - Thank You	296.63
09/27	Deposit - Thank You	306.37
09/27	Deposit - Thank You	307.66
09/27	Deposit - Thank You	317.55
09/27	Deposit - Thank You	318.34
09/27	Deposit - Thank You	322.79
09/27	Deposit - Thank You	323.58

Regions Bank
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DEPOSITS & CREDITS (CONTINUED)

		330.50
09/27	Deposit - Thank You	334.21
09/27	Deposit - Thank You	344.25
09/27	Deposit - Thank You	354.49
09/27	Deposit - Thank You	371.68
09/27	Deposit - Thank You	375.58
09/27	Deposit - Thank You	382.07
09/27	Deposit - Thank You	383.40
09/27	Deposit - Thank You	398.68
09/27	Deposit - Thank You	403.82
09/27	Account Correction	406.31
09/27	Deposit - Thank You	407.19
09/27	Deposit - Thank You	423.74
09/27	Deposit - Thank You	435.59
09/27	Deposit - Thank You	447.86
09/27	Deposit - Thank You	450.38
09/27	Deposit - Thank You	457.25
09/27	Deposit - Thank You	458.45
09/27	Deposit - Thank You	459.56
09/27	Deposit - Thank You	474.15
09/27	Deposit - Thank You	488.28
09/27	Deposit - Thank You	489.54
09/27	Deposit - Thank You	502.10
09/27	Deposit - Thank You	505.73
09/27	Deposit - Thank You	506.17
09/27	Deposit - Thank You	507.70
09/27	Deposit - Thank You	515.98
09/27	Deposit - Thank You	526.75
09/27	Deposit - Thank You	528.81
09/27	Deposit - Thank You	531.17
09/27	Deposit - Thank You	548.68
09/27	Deposit - Thank You	551.15
09/27	Deposit - Thank You	551.89
09/27	Deposit - Thank You	560.34
09/27	Account Correction	564.61
09/27	Deposit - Thank You	579.80
09/27	Deposit - Thank You	580.14
09/27	Deposit - Thank You	584.06
09/27	Deposit - Thank You	590.20
09/27	Deposit - Thank You	598.17
09/27	Deposit - Thank You	618.26
09/27	Deposit - Thank You	618.58
09/27	Deposit - Thank You	621.85
09/27	Deposit - Thank You	633.67
09/27	Deposit - Thank You	649.68
09/27	Deposit - Thank You	660.93
09/27	Deposit - Thank You	666.92
09/27	Deposit - Thank You	672.00
09/27	Deposit - Thank You	674.45
09/27	Deposit - Thank You	676.44

Regions Bank
East Commercial Blvd
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ANTHONY'S PIZZA HOLDING COMPANY LLC
200 W CYPRESS CREEK RD STE 220
FORT LAUDERDALE FL 33309-2175

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DEPOSITS & CREDITS (CONTINUED)

09/27	Deposit - Thank You	686.87
09/27	Deposit - Thank You	696.88
09/27	Deposit - Thank You	712.15
09/27	Deposit - Thank You	715.31
09/27	Deposit - Thank You	726.18
09/27	Deposit - Thank You	736.47
09/27	Deposit - Thank You	752.43
09/27	Deposit - Thank You	778.10
09/27	Deposit - Thank You	788.87
09/27	Deposit - Thank You	807.59
09/27	Deposit - Thank You	834.89
09/27	Deposit - Thank You	835.38
09/27	Deposit - Thank You	839.00
09/27	Deposit - Thank You	846.47
09/27	Deposit - Thank You	873.09
09/27	Deposit - Thank You	874.60
09/27	Deposit - Thank You	904.45
09/27	Deposit - Thank You	930.04
09/27	Deposit - Thank You	989.63
09/27	Deposit - Thank You	998.99
09/27	Deposit - Thank You	1,005.16
09/27	Deposit - Thank You	1,019.75
09/27	Deposit - Thank You	1,050.02
09/27	Deposit - Thank You	1,076.00
09/27	Deposit - Thank You	1,090.70
09/27	Deposit - Thank You	1,099.69
09/27	Deposit - Thank You	1,119.43
09/27	Deposit - Thank You	1,153.81
09/27	Deposit - Thank You	1,199.00
09/27	Deposit - Thank You	1,203.86
09/27	Deposit - Thank You	1,212.89
09/27	Deposit - Thank You	1,239.51
09/27	Deposit - Thank You	1,283.76
09/27	Deposit - Thank You	1,298.35
09/27	Deposit - Thank You	1,320.07
09/27	Deposit - Thank You	1,328.57
09/27	Deposit - Thank You	1,346.78
09/27	Deposit - Thank You	1,360.30
09/27	Deposit - Thank You	1,372.48
09/27	Deposit - Thank You	1,402.93
09/27	Deposit - Thank You	1,409.28
09/27	Deposit - Thank You	1,496.15
09/27	Deposit - Thank You	1,510.54
09/27	Deposit - Thank You	1,563.77
09/27	Deposit - Thank You	1,587.14
09/27	Deposit - Thank You	1,604.48
09/27	Deposit - Thank You	1,703.25
09/27	Uber USA Edi Paymnt Anthony's Pizz 363268065	1,753.16
09/27	Deposit - Thank You	1,825.45
09/27	Uber USA Edi Paymnt Anthony's Coal 363279877	1,851.49

Regions Bank
East Commercial Blvd
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ANTHONY'S PIZZA HOLDING COMPANY LLC
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Enclosures 23
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DEPOSITS & CREDITS (CONTINUED)

09/27	Deposit - Thank You	1,925.07
09/27	Deposit - Thank You	1,960.24
09/27	Uber USA Edi Paymnt Anthony's Coal 363254361	2,166.06
09/27	Deposit - Thank You	2,265.19
09/27	Deposit - Thank You	2,269.60
09/27	Uber USA Edi Paymnt Anthony's Coal 363271737	2,407.85
09/27	Deposit - Thank You	2,513.78
09/27	Uber USA Edi Paymnt Anthony's Coal 363255359	2,873.79
09/27	Uber USA Edi Paymnt Anthonys Coal B58H3Re97Smv1Oo	5,557.29
09/27	Regions Bank Acct Trans 201394718 Kmay	170,000.00
09/27	Regions Bank Acct Trans 201394718 Kmay	175,000.00
09/28	Deposit - Thank You	10.00
09/28	Craft Brewers Gu Fintecheft Anthony's Coal 20-1394718	19.00
09/28	Allied Beverage Fintecheft Anthony's Coal 20-1394718	77.83
09/28	Deposit - Thank You	199.96
09/28	Deposit - Thank You	200.58
09/28	Deposit - Thank You	209.00
09/28	Deposit - Thank You	262.20
09/28	Deposit - Thank You	313.56
09/28	Deposit - Thank You	313.84
09/28	Deposit - Thank You	331.46
09/28	Deposit - Thank You	332.09
09/28	Deposit - Thank You	335.62
09/28	Deposit - Thank You	341.20
09/28	Deposit - Thank You	349.70
09/28	Deposit - Thank You	390.03
09/28	Deposit - Thank You	391.80
09/28	Deposit - Thank You	393.13
09/28	Deposit - Thank You	399.28
09/28	Deposit - Thank You	408.80
09/28	Deposit - Thank You	408.98
09/28	Deposit - Thank You	434.78
09/28	Deposit - Thank You	452.01
09/28	Deposit - Thank You	474.93
09/28	Deposit - Thank You	477.72
09/28	Deposit - Thank You	492.04
09/28	Deposit - Thank You	505.20
09/28	Deposit - Thank You	528.13
09/28	Deposit - Thank You	534.92
09/28	Deposit - Thank You	604.00
09/28	Deposit - Thank You	639.23
09/28	Deposit - Thank You	646.14
09/28	Deposit - Thank You	656.43
09/28	Deposit - Thank You	708.00
09/28	Deposit - Thank You	727.05
09/28	Deposit - Thank You	741.43
09/28	Deposit - Thank You	768.77
09/28	Deposit - Thank You	793.13
09/28	Deposit - Thank You	798.71
09/28	Deposit - Thank You	802.34

Regions Bank
East Commercial Blvd
2660 East Commercial Blvd
Fort Lauderdale, FL 33308

ANTHONY'S PIZZA HOLDING COMPANY LLC
200 W CYPRESS CREEK RD STE 220
FORT LAUDERDALE FL 33309-2175

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DEPOSITS & CREDITS (CONTINUED)

09/28	Deposit - Thank You	824.89
09/28	Deposit - Thank You	850.08
09/28	Deposit - Thank You	882.65
09/28	Deposit - Thank You	906.14
09/28	Deposit - Thank You	956.45
09/28	Deposit - Thank You	972.08
09/28	Deposit - Thank You	980.78
09/28	Deposit - Thank You	1,035.99
09/28	Deposit - Thank You	1,046.00
09/28	Deposit - Thank You	1,046.06
09/28	Deposit - Thank You	1,172.02
09/28	Deposit - Thank You	1,173.96
09/28	Deposit - Thank You	1,179.60
09/28	Deposit - Thank You	1,180.90
09/28	Deposit - Thank You	1,250.45
09/28	Deposit - Thank You	1,393.65
09/28	Deposit - Thank You	1,431.97
09/28	Deposit - Thank You	1,440.31
09/28	Deposit - Thank You	1,824.39
09/28	Regions Bank Acct Trans 201394718 Kmay	60,000.00
09/28	Regions Bank Acct Trans 201394718 Kmay	190,000.00
09/28	Adv From Cr Line 2580311988	583,137.47
09/29	Deposit - Thank You	1.00
09/29	Deposit - Thank You	3.00
09/29	Gold Coast Bever Fintech Anthony's Coal 20-1394718	7.20
09/29	Deposit - Thank You	15.00
09/29	Deposit - Thank You	409.29
09/29	Deposit - Thank You	604.45
09/29	Deposit - Thank You	665.55
09/29	Deposit - Thank You	779.82
09/29	Deposit - Thank You	819.97
09/29	Deposit - Thank You	859.17
09/29	Deposit - Thank You	868.79
09/29	Deposit - Thank You	895.51
09/29	Deposit - Thank You	943.25
09/29	Deposit - Thank You	1,048.22
09/29	Deposit - Thank You	1,127.04
09/29	Deposit - Thank You	1,166.36
09/29	Deposit - Thank You	1,302.02
09/29	Deposit - Thank You	1,400.30
09/29	Deposit - Thank You	1,476.56
09/29	Deposit - Thank You	1,534.73
09/29	Deposit - Thank You	1,712.36
09/29	Deposit - Thank You	1,718.26
09/29	Deposit - Thank You	1,791.00
09/29	Deposit - Thank You	1,842.26
09/29	Deposit - Thank You	1,880.47
09/29	Deposit - Thank You	1,984.07
09/29	Deposit - Thank You	2,020.15
09/29	Deposit - Thank You	2,107.06

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09/29	Deposit - Thank You	2,129.34
09/29	Deposit - Thank You	2,158.53
09/29	Deposit - Thank You	2,179.05
09/29	Deposit - Thank You	2,386.82
09/29	Deposit - Thank You	2,400.14
09/29	Deposit - Thank You	2,456.76
09/29	Deposit - Thank You	2,462.22
09/29	Deposit - Thank You	3,091.10
09/29	Deposit - Thank You	5,000.00
09/29	Regions Bank Acct Trans 201394718 Kmay	5,000.00
09/29	Regions Bank Acct Trans 201394718 Kmay	19,686.75
09/29	Quick Deposit - Thank You	45,000.00
09/29	Regions Bank Acct Trans 201394718 Kmay	200,000.00
09/29	Regions Bank Acct Trans 201394718 Kmay	497,838.35
09/29	Adv From Cr Line 2580311988	1.00
10/02	Deposit - Thank You	11.35
10/02	Deposit - Thank You	16.25
10/02	Deposit - Thank You	18.18
10/02	Deposit - Thank You	25.00
10/02	Shore Point Dist Fintech Anthony's Coal 20-1394718	42.38
10/02	Deposit - Thank You	57.12
10/02	Deposit - Thank You	60.00
10/02	Account Correction	60.48
10/02	Deposit - Thank You	67.35
10/02	Deposit - Thank You	80.63
10/02	Deposit - Thank You	84.89
10/02	Deposit - Thank You	85.75
10/02	Deposit - Thank You	97.00
10/02	August A Busch C Fintech Anthony's Coal 20-1394718	102.91
10/02	Deposit - Thank You	104.73
10/02	Deposit - Thank You	116.59
10/02	Deposit - Thank You	120.87
10/02	Deposit - Thank You	122.30
10/02	Deposit - Thank You	124.67
10/02	Deposit - Thank You	127.94
10/02	Deposit - Thank You	136.22
10/02	Deposit - Thank You	143.64
10/02	Deposit - Thank You	154.99
10/02	Deposit - Thank You	162.97
10/02	Deposit - Thank You	163.98
10/02	Deposit - Thank You	165.02
10/02	Deposit - Thank You	188.00
10/02	Deposit - Thank You	199.30
10/02	Deposit - Thank You	200.97
10/02	Deposit - Thank You	204.00
10/02	Deposit - Thank You	204.14
10/02	Deposit - Thank You	204.89
10/02	Deposit - Thank You	212.40
10/02	Deposit - Thank You	216.87
10/02	Deposit - Thank You	224.94

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10/02	Deposit - Thank You	227.51
10/02	Kramer Beverage Fintech Anthony's Coal 20-1394718	238.50
10/02	Deposit - Thank You	239.26
10/02	Deposit - Thank You	245.48
10/02	Deposit - Thank You	252.43
10/02	Deposit - Thank You	253.97
10/02	Deposit - Thank You	255.34
10/02	Deposit - Thank You	255.40
10/02	Deposit - Thank You	258.15
10/02	Deposit - Thank You	260.64
10/02	Deposit - Thank You	264.36
10/02	Deposit - Thank You	267.11
10/02	Deposit - Thank You	276.51
10/02	Deposit - Thank You	292.18
10/02	Deposit - Thank You	306.02
10/02	Deposit - Thank You	307.48
10/02	Deposit - Thank You	311.99
10/02	Deposit - Thank You	315.16
10/02	Deposit - Thank You	318.14
10/02	Deposit - Thank You	319.41
10/02	Deposit - Thank You	325.14
10/02	Deposit - Thank You	334.82
10/02	Deposit - Thank You	335.20
10/02	Deposit - Thank You	346.35
10/02	Deposit - Thank You	347.04
10/02	Deposit - Thank You	350.00
10/02	Deposit - Thank You	369.82
10/02	Deposit - Thank You	370.14
10/02	Deposit - Thank You	372.16
10/02	Deposit - Thank You	373.59
10/02	Deposit - Thank You	378.69
10/02	Deposit - Thank You	389.41
10/02	Deposit - Thank You	394.58
10/02	Deposit - Thank You	397.84
10/02	Deposit - Thank You	416.66
10/02	Deposit - Thank You	423.32
10/02	Deposit - Thank You	433.48
10/02	Deposit - Thank You	441.19
10/02	Deposit - Thank You	447.01
10/02	Deposit - Thank You	447.48
10/02	Deposit - Thank You	450.00
10/02	Deposit - Thank You	450.50
10/02	Deposit - Thank You	452.73
10/02	Deposit - Thank You	454.56
10/02	Deposit - Thank You	456.68
10/02	Deposit - Thank You	458.15
10/02	Deposit - Thank You	469.88
10/02	Deposit - Thank You	472.15
10/02	Deposit - Thank You	476.46
10/02	Deposit - Thank You	491.37

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10/02	Deposit - Thank You	507.91
10/02	Deposit - Thank You	515.93
10/02	Deposit - Thank You	527.53
10/02	Deposit - Thank You	537.00
10/02	Deposit - Thank You	556.13
10/02	Deposit - Thank You	566.89
10/02	Deposit - Thank You	586.28
10/02	Deposit - Thank You	599.14
10/02	Deposit - Thank You	600.00
10/02	Account Correction	620.69
10/02	Deposit - Thank You	626.97
10/02	Deposit - Thank You	636.93
10/02	Deposit - Thank You	648.84
10/02	Deposit - Thank You	670.39
10/02	Deposit - Thank You	705.50
10/02	Deposit - Thank You	713.70
10/02	Deposit - Thank You	721.05
10/02	Deposit - Thank You	772.90
10/02	Deposit - Thank You	799.38
10/02	Deposit - Thank You	831.47
10/02	Deposit - Thank You	835.48
10/02	Deposit - Thank You	864.43
10/02	Deposit - Thank You	894.87
10/02	Deposit - Thank You	900.67
10/02	Deposit - Thank You	961.49
10/02	Deposit - Thank You	974.52
10/02	Deposit - Thank You	994.58
10/02	Deposit - Thank You	1,074.53
10/02	Deposit - Thank You	1,093.65
10/02	Deposit - Thank You	1,132.08
10/02	Deposit - Thank You	1,167.14
10/02	Deposit - Thank You	1,494.27
10/02	Deposit - Thank You	1,588.17
10/02	Deposit - Thank You	1,815.19
10/02	Deposit - Thank You	8,951.66
10/02	Starbucks Coffee 1010478460 Anthonys Coal 1010478460	165,000.00
10/02	Regions Bank Acct Trans 201394718 Kmay	470,000.00
10/02	Regions Bank Acct Trans 201394718 Kmay	
Total Deposits & Credits		\$14,079,465.45

WITHDRAWALS

08/29	Wire Transfer Larry Doyle	4,400.00
08/29	Bank Debit	171.06
08/29	Origlio Beverage Fintech Anthony's Coal 20-1394718	7.41
08/29	Eagle Brands Sal Fintech Anthony's Coal 20-1394718	44.00
08/29	Hunterdon Brewin Fintech Anthony's Coal 20-1394718	73.00
08/29	August A Busch C Fintech Anthony's Coal 20-1394718	122.90
08/29	Bancorpsv Bancorpsv Mercer Marketp 99994	127.00

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08/29	Boening Brothers Fintecheft Anthony's Coal 20-1394718	129.00
08/29	Peerless Beverag Fintecheft Anthony's Coal 20-1394718	165.00
08/29	Manhattan Beer D Fintecheft Anthony's Coal 20-1394718	228.98
08/29	Jj Taylor Distri Fintecheft Anthony's Coal 20-1394718	330.80
08/29	Eagle Brands Sal Fintecheft Anthony's Coal 20-1394718	504.70
08/29	Gold Coast Bever Fintecheft Anthony's Coal 20-1394718	736.40
08/29	Brown Distributi Fintecheft Anthony's Coal 20-1394718	894.92
08/29	Bancorpsv Bancorpsv Mercer Marketp 99994	1,031.46
08/29	Allied Beverage Fintecheft Anthony's Coal 20-1394718	1,694.95
08/30	Wire Transfer Marco Capriott	2,000.00
08/30	Ub Distributors Fintecheft Anthony's Coal 20-1394718	65.00
08/30	Shore Point Dist Fintecheft Anthony's Coal 20-1394718	116.00
08/30	R & R Marketing, Fintecheft Anthony's Coal 20-1394718	510.87
08/30	Florida Distribu Fintecheft Anthony's Coal 20-1394718	633.10
08/30	Southern Glazer' Fintecheft Anthony's Coal 20-1394718	880.54
08/30	Gold Coast Bever Fintecheft Anthony's Coal 20-1394718	1,097.10
08/30	Fedway Associate Fintecheft Anthony's Coal 20-1394718	1,602.10
08/30	Boening Brothers Fintecheft Anthony's Coal 20-1394718	1,618.23
08/30	Southern Glazer' Fintecheft Anthony's Coal 20-1394718	7,247.23
08/31	Wire Transfer Regions Bank	274,647.81
08/31	Bank Debit	0.44
08/31	Bank Debit	5.00
08/31	Bancorpsv Bancorpsv Mercer Marketp 99994	4.97
08/31	Craft Brewers Gu Fintecheft Anthony's Coal 20-1394718	112.00
08/31	Stephens Distrib Fintecheft Anthony's Coal 20-1394718	139.90
08/31	High Grade Bever Fintecheft Anthony's Coal 20-1394718	158.35
08/31	Pepin Distributi Fintecheft Anthony's Coal 20-1394718	163.65
08/31	Peerless Beverag Fintecheft Anthony's Coal 20-1394718	195.00
08/31	Jj Taylor Distri Fintecheft Anthony's Coal 20-1394718	343.00
08/31	Eagle Brands Sal Fintecheft Anthony's Coal 20-1394718	393.70
08/31	Muller, Inc Fintecheft Anthony's Coal 20-1394718	402.25
08/31	Double Eagle Dis Fintecheft Anthony's Coal 20-1394718	404.85
08/31	Origlio Beverage Fintecheft Anthony's Coal 20-1394718	413.96
08/31	American Bd Comp Fintecheft Anthony's Coal 20-1394718	479.99
08/31	Kramer Beverage Fintecheft Anthony's Coal 20-1394718	556.15
08/31	Manhattan Beer D Fintecheft Anthony's Coal 20-1394718	754.93
08/31	Brown Distributi Fintecheft Anthony's Coal 20-1394718	786.84
08/31	Boening Brothers Fintecheft Anthony's Coal 20-1394718	877.14
08/31	Gold Coast Bever Fintecheft Anthony's Coal 20-1394718	939.60
08/31	Gold Coast Bever Fintecheft Anthony's Coal 20-1394718	991.00
08/31	Origlio Beverage Fintecheft Anthony's Coal 20-1394718	1,001.19
08/31	Empire Merchants Fintecheft Anthony's Coal 20-1394718	3,084.04
08/31	Southern Glazer' Fintecheft Anthony's Coal 20-1394718	7,536.89
08/31	Frankcrum Payroll Anthonys Coal 60053	9,045.25
08/31	Frankcrum Payroll Anthonys Coal 61093	9,847.47
08/31	Frankcrum Payroll Anthonys Coal 61152	10,122.44
08/31	Frankcrum Payroll Anthonys Coal 61594	10,448.47
08/31	Frankcrum Payroll Anthonys Coal 61015	10,539.54
08/31	Frankcrum Payroll Anthonys Coal 60044	10,807.71
08/31	Frankcrum Payroll Anthonys Coal 11699	12,210.91

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08/31	Frankcrum	Payroll Anthonys Coal	50150	12,300.06
08/31	Frankcrum	Payroll Anthonys Coal	61709	12,374.65
08/31	Frankcrum	Payroll Anthonys Coal	60379	12,545.55
08/31	Frankcrum	Payroll Anthonys Coal	60968	12,885.63
08/31	Frankcrum	Payroll Anthonys Coal	31818	13,531.51
08/31	Frankcrum	Payroll Anthonys Coal	31687	13,781.62
08/31	Frankcrum	Payroll Anthonys Coal	11362	14,241.45
08/31	Frankcrum	Payroll Anthonys Coal	11592	14,620.81
08/31	Frankcrum	Payroll Anthonys Coal	61521	14,921.13
08/31	Frankcrum	Payroll Anthonys Coal	A0F83	15,201.89
08/31	Frankcrum	Payroll Anthonys Coal	11685	15,529.33
08/31	Frankcrum	Payroll Anthonys Coal	90211	15,605.06
08/31	Frankcrum	Payroll Anthonys Coal	90327	15,721.76
08/31	Frankcrum	Payroll Anthonys Coal	90159	16,054.72
08/31	Frankcrum	Payroll Anthonys Coal	61244	16,315.37
08/31	Frankcrum	Payroll Anthonys Coal	A0F45	16,496.01
08/31	Frankcrum	Payroll Anthonys Coal	31846	16,768.02
08/31	Frankcrum	Payroll Anthonys Coal	31216	16,802.37
08/31	Frankcrum	Payroll Anthonys Coal	90289	17,180.50
08/31	Frankcrum	Payroll Anthonys Coal	31745	17,249.94
08/31	Frankcrum	Payroll Anthonys Coal	A0E21	17,472.28
08/31	Frankcrum	Payroll Anthonys Coal	60163	17,501.86
08/31	Frankcrum	Payroll Anthonys Coal	A0H27	17,598.92
08/31	Frankcrum	Payroll Anthonys Coal	31733	17,805.99
08/31	Frankcrum	Payroll Anthonys Coal	31843	18,166.24
08/31	Frankcrum	Payroll Anthonys Coal	11550	18,250.52
08/31	Frankcrum	Payroll Anthonys Coal	80708	18,322.74
08/31	Frankcrum	Payroll Anthonys Coal	31301	18,366.44
08/31	Frankcrum	Payroll Anthonys Coal	Aa263	18,430.35
08/31	Frankcrum	Payroll Anthonys Coal	80814	18,608.18
08/31	Frankcrum	Payroll Anthonys Coal	A0G98	18,917.95
08/31	Frankcrum	Payroll Anthonys Coal	11593	19,071.90
08/31	Frankcrum	Payroll Anthonys Coal	61355	19,105.51
08/31	Frankcrum	Payroll Anthonys Coal	61260	19,173.07
08/31	Frankcrum	Payroll Anthonys Coal	Aa243	19,941.50
08/31	Frankcrum	Payroll Anthonys Coal	31371	19,955.61
08/31	Frankcrum	Payroll Anthonys Sport	31233	20,115.18
08/31	Frankcrum	Payroll Anthonys Coal	61578	20,561.08
08/31	Frankcrum	Payroll Anthonys Coal	A0D55	20,702.05
08/31	Frankcrum	Payroll Anthonys Coal	60534	20,738.10
08/31	Frankcrum	Payroll Anthonys Coal	31173	20,769.95
08/31	Frankcrum	Payroll Anthonys Coal	Aa414	20,928.80
08/31	Frankcrum	Payroll Anthonys Coal	90186	21,241.46
08/31	Frankcrum	Payroll Anthonys Coal	31229	21,912.35
08/31	Frankcrum	Payroll Anthonys Coal	60835	21,931.39
08/31	Frankcrum	Payroll Anthonys Coal	11447	22,393.13
08/31	Frankcrum	Payroll Anthonys Coal	90153	22,768.16
08/31	Frankcrum	Payroll Anthonys Coal	60455	23,167.35
08/31	Frankcrum	Payroll Anthonys Coal	31230	23,419.72
08/31	Frankcrum	Payroll Anthonys Coal	90549	23,597.58

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08/31	Frankcrum	Payroll Anthonys Coal A0F34	23,924.89
08/31	Frankcrum	Payroll Anthonys Coal 61184	25,155.30
08/31	Frankcrum	Payroll Anthonys Coal 31231	25,416.16
08/31	Frankcrum	Payroll Anthonys Coal A0D21	25,419.18
08/31	Frankcrum	Payroll Anthonys Coal 31232	25,756.30
08/31	Frankcrum	Payroll Anthonys Coal A0H11	25,893.66
08/31	Frankcrum	Payroll Anthonys Coal 31508	27,289.35
08/31	Frankcrum	Payroll Anthonys Pizza 11195	43,618.17
08/31	Frankcrum	Payroll Anthonys Pizza A0E46	106,744.72
08/31	Frankcrum	Payroll Anthonys Pizza 60050	141,502.80
08/31	Frankcrum	Payroll Anthonys Pizza 31227	328,758.05
09/01	Pepin Distributi	Fintecheft Anthony's Coal 20-1394718	54.00
09/01	Stephens Distrib	Fintecheft Anthony's Coal 20-1394718	88.00
09/01	Hunterdon Brewin	Fintecheft Anthony's Coal 20-1394718	195.00
09/01	Great Bay Distri	Fintecheft Anthony's Coal 20-1394718	195.10
09/01	Cavalier Spirits	Fintecheft Anthony's Coal 20-1394718	195.98
09/01	Goettler Distrib	Fintecheft Anthony's Coal 20-1394718	243.01
09/01	American Bd Comp	Fintecheft Anthony's Coal 20-1394718	308.04
09/01	Southern Eagle D	Fintecheft Anthony's Coal 20-1394718	334.29
09/01	August A Busch C	Fintecheft Anthony's Coal 20-1394718	373.90
09/01	Craft Collective	Fintecheft Anthony's Coal 20-1394718	391.00
09/01	Empire Merchants	Fintecheft Anthony's Coal 20-1394718	457.07
09/01	Manhattan Beer D	Fintecheft Anthony's Coal 20-1394718	492.83
09/01	Gold Coast Bever	Fintecheft Anthony's Coal 20-1394718	565.20
09/01	Double Eagle Dis	Fintecheft Anthony's Coal 20-1394718	568.35
09/01	Muller, Inc	Fintecheft Anthony's Coal 20-1394718	586.19
09/01	Southern Glazer'	Fintecheft Anthony's Coal 20-1394718	621.11
09/01	Gold Coast Bever	Fintecheft Anthony's Coal 20-1394718	657.30
09/01	Frankcrum	Payroll Anthonys Coal 61260	725.16
09/01	Brown Distributi	Fintecheft Anthony's Coal 20-1394718	1,089.30
09/01	R & R Marketing,	Fintecheft Anthony's Coal 20-1394718	1,402.63
09/01	Pinnacle Softwar	Cash Con Acf - Corp Off Ancoal	2,420.01
09/01	Origlio Beverage	Fintecheft Anthony's Coal 20-1394718	2,620.34
09/01	Frankcrum	Payroll Anthonys Coal 61355	2,886.27
09/01	Fedway Associate	Fintecheft Anthony's Coal 20-1394718	3,961.57
09/01	Harland Clarke	Chk Orders (1042)?anthon	64.51
09/01	Harland Clarke	Chk Orders (1032) Anthony	64.51
09/05	Pay to Cr Line	2580311988	280,333.12
09/05	Bank Debit		123.09
09/05	Authnet Gateway	Billing Anthony's Pizz 98074343	20.00
09/05	Eagle Brands Sal	Fintecheft Anthony's Coal 20-1394718	24.60
09/05	Manhattan Beer D	Fintecheft Anthony's Coal 20-1394718	46.60
09/05	Burke Distributi	Fintecheft Anthony's Coal 20-1394718	60.00
09/05	August A Busch C	Fintecheft Anthony's Coal 20-1394718	65.25
09/05	Boening Brothers	Fintecheft Anthony's Coal 20-1394718	115.65
09/05	Frankcrum	Payroll Anthonys Coal 61578	115.81
09/05	Frankcrum	Payroll Anthonys Coal 31846	149.51
09/05	Penn Beer Sales	Fintecheft Anthony's Coal 20-1394718	177.06
09/05	Oak Beverages In	Fintecheft Anthony's Coal 20-1394718	181.00
09/05	Florida Craft Di	Fintecheft Anthony's Coal 20-1394718	198.00

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09/05	D. Bertoline & S Fintech Anthony's Coal 20-1394718	207.15
09/05	Frankcrum Payroll Anthonys Coal 31231	244.74
09/05	Gold Coast Bever Fintech Anthony's Coal 20-1394718	252.30
09/05	Ub Distributors Fintech Anthony's Coal 20-1394718	254.99
09/05	Wayne Densch - S Fintech Anthony's Coal 20-1394718	262.25
09/05	Muller, Inc Fintech Anthony's Coal 20-1394718	292.67
09/05	Frankcrum Payroll Anthonys Coal 31508	456.93
09/05	Premier Beverage Fintech Anthony's Coal 20-1394718	464.48
09/05	Cavalier Spirits Fintech Anthony's Coal 20-1394718	501.62
09/05	Peerless Beverag Fintech Anthony's Coal 20-1394718	502.00
09/05	Shore Point Dist Fintech Anthony's Coal 20-1394718	583.10
09/05	Brown Distributi Fintech Anthony's Coal 20-1394718	590.00
09/05	Empire Merchants Fintech Anthony's Coal 20-1394718	679.81
09/05	American Bd Comp Fintech Anthony's Coal 20-1394718	686.05
09/05	Frankcrum Payroll Anthonys Coal 61521	794.09
09/05	Republic Nationa Fintech Anthony's Coal 20-1394718	897.60
09/05	R & R Marketing, Fintech Anthony's Coal 20-1394718	969.92
09/05	Jj Taylor Distri Fintech Anthony's Coal 20-1394718	1,027.30
09/05	Gold Coast Bever Fintech Anthony's Coal 20-1394718	2,938.30
09/05	Allied Beverage Fintech Anthony's Coal 20-1394718	4,421.21
09/05	Fedway Associate Fintech Anthony's Coal 20-1394718	7,677.97
09/05	Southern Glazer' Fintech Anthony's Coal 20-1394718	11,118.21
09/05	Southern Glazer' Fintech Anthony's Coal 20-1394718	24,757.48
09/05	Wire Transfer Thomas William	62,656.37
09/06	Pepin Distributi Fintech Anthony's Coal 20-1394718	40.55
09/06	Jj Taylor Distri Fintech Anthony's Coal 20-1394718	50.00
09/06	Bancorpsv Bancorpsv Mercer Marketp 99994	50.00
09/06	Hunterdon Brewin Fintech Anthony's Coal 20-1394718	156.00
09/06	S.K.I. Wholesale Fintech Anthony's Coal 20-1394718	165.98
09/06	Discoverybenefit Plan Fund Anthony's Coal 172477A4D3D2F	184.13
09/06	August A Busch C Fintech Anthony's Coal 20-1394718	199.75
09/06	Frankcrum Payroll Anthonys Coal A0F34	362.66
09/06	Manhattan Beer D Fintech Anthony's Coal 20-1394718	430.49
09/06	Eagle Brands Sal Fintech Anthony's Coal 20-1394718	531.13
09/06	Frankcrum Payroll Anthonys Coal 90186	709.70
09/06	Gold Coast Bever Fintech Anthony's Coal 20-1394718	1,021.20
09/06	Stephens Distrib Fintech Anthony's Coal 20-1394718	1,196.00
09/06	Frankcrum Payroll Anthonys Coal A0D21	1,413.85
09/06	Brown Distributi Fintech Anthony's Coal 20-1394718	1,696.60
09/06	Boening Brothers Fintech Anthony's Coal 20-1394718	1,771.91
09/06	Wire Transfer Regions Bank	250,000.00
09/07	Bank Debit	10.00
09/07	Bank Debit	74.00
09/07	D. Bertoline & S Fintech Anthony's Coal 20-1394718	95.15
09/07	Eagle Brands Sal Fintech Anthony's Coal 20-1394718	123.00
09/07	High Grade Bever Fintech Anthony's Coal 20-1394718	134.50
09/07	Boening Brothers Fintech Anthony's Coal 20-1394718	156.99
09/07	Eagle Brands Sal Fintech Anthony's Coal 20-1394718	162.10
09/07	Goettler Distrib Fintech Anthony's Coal 20-1394718	243.01
09/07	Manhattan Beer D Fintech Anthony's Coal 20-1394718	333.59

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09/07	Stephens Distrib Fintech Anthony's Coal 20-1394718	353.15
09/07	Muller, Inc Fintech Anthony's Coal 20-1394718	372.79
09/07	Atlantic Import Fintech Anthony's Coal 20-1394718	410.00
09/07	Hunterdon Brewin Fintech Anthony's Coal 20-1394718	456.00
09/07	Jj Taylor Distri Fintech Anthony's Coal 20-1394718	477.15
09/07	Kramer Beverage Fintech Anthony's Coal 20-1394718	487.40
09/07	Double Eagle Dis Fintech Anthony's Coal 20-1394718	546.30
09/07	Peerless Beverag Fintech Anthony's Coal 20-1394718	607.50
09/07	Florida Distribu Fintech Anthony's Coal 20-1394718	690.55
09/07	Origlio Beverage Fintech Anthony's Coal 20-1394718	710.95
09/07	Brown Distributi Fintech Anthony's Coal 20-1394718	748.40
09/07	American Bd Comp Fintech Anthony's Coal 20-1394718	909.25
09/07	Southern Glazer' Fintech Anthony's Coal 20-1394718	992.45
09/07	Gold Coast Bever Fintech Anthony's Coal 20-1394718	1,002.50
09/07	Empire Merchants Fintech Anthony's Coal 20-1394718	1,206.00
09/07	R & R Marketing, Fintech Anthony's Coal 20-1394718	1,747.45
09/07	Fedway Associate Fintech Anthony's Coal 20-1394718	8,941.61
09/07	Frankcrum Payroll Anthonys Coal 61093	9,707.79
09/07	Frankcrum Payroll Anthonys Coal 60053	9,831.10
09/07	Frankcrum Payroll Anthonys Coal 11699	10,484.07
09/07	Frankcrum Payroll Anthonys Coal 61152	10,736.60
09/07	Frankcrum Payroll Anthonys Coal 61594	10,754.51
09/07	Frankcrum Payroll Anthonys Coal 61015	11,320.63
09/07	Frankcrum Payroll Anthonys Coal 60968	11,577.73
09/07	Frankcrum Payroll Anthonys Coal 60044	11,799.58
09/07	Frankcrum Payroll Anthonys Coal 60379	12,455.16
09/07	Frankcrum Payroll Anthonys Coal 61709	13,047.79
09/08	Great Bay Distri Fintech Anthony's Coal 20-1394718	61.10
09/08	Berkshire Brewin Fintech Anthony's Coal 20-1394718	89.00
09/08	Stephens Distrib Fintech Anthony's Coal 20-1394718	104.00
09/08	Boening Brothers Fintech Anthony's Coal 20-1394718	122.00
09/08	Muller, Inc Fintech Anthony's Coal 20-1394718	137.80
09/08	R & R Marketing, Fintech Anthony's Coal 20-1394718	150.94
09/08	Penn Beer Sales Fintech Anthony's Coal 20-1394718	190.35
09/08	Kramer Beverage Fintech Anthony's Coal 20-1394718	202.00
09/08	American Bd Comp Fintech Anthony's Coal 20-1394718	217.08
09/08	Oak Beverages In Fintech Anthony's Coal 20-1394718	233.99
09/08	Southern Glazer' Fintech Anthony's Coal 20-1394718	238.05
09/08	Pepin Distributi Fintech Anthony's Coal 20-1394718	242.85
09/08	Shore Point Dist Fintech Anthony's Coal 20-1394718	388.20
09/08	Double Eagle Dis Fintech Anthony's Coal 20-1394718	471.10
09/08	Frankcrum Payroll Anthonys Coal 11699	573.46
09/08	Southern Eagle D Fintech Anthony's Coal 20-1394718	648.94
09/08	Craft Collective Fintech Anthony's Coal 20-1394718	699.00
09/08	Brown Distributi Fintech Anthony's Coal 20-1394718	748.09
09/08	Manhattan Beer D Fintech Anthony's Coal 20-1394718	1,210.49
09/08	Clare Rose, Inc. Fintech Anthony's Coal 20-1394718	1,334.10
09/08	Gold Coast Bever Fintech Anthony's Coal 20-1394718	1,353.90
09/08	Gold Coast Bever Fintech Anthony's Coal 20-1394718	1,900.30
09/08	Fedway Associate Fintech Anthony's Coal 20-1394718	2,891.69

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09/08	Harland Clarke Chk Orders ?(1030)?anthon	64.51
09/08	Harland Clarke Chk Orders (1045) Anthony	133.95
09/08	Harland Clarke Chk Orders (1032) Anthony	209.66
09/08	Account Correction	5.00
09/11	Bank Debit	916.06
09/11	Bancorpsv Bancorpsv Mercer Marketp 99994	5.00
09/11	Florida Distribu Fintecheft Anthony's Coal 20-1394718	11.00
09/11	Frankcrum Payroll Anthonys Coal A0G98	85.64
09/11	D. Bertoline & S Fintecheft Anthony's Coal 20-1394718	90.90
09/11	August A Busch C Fintecheft Anthony's Coal 20-1394718	108.75
09/11	Double Eagle Dis Fintecheft Anthony's Coal 20-1394718	122.00
09/11	Peerless Beverag Fintecheft Anthony's Coal 20-1394718	195.00
09/11	Jj Taylor Distri Fintecheft Anthony's Coal 20-1394718	213.95
09/11	Cavalier Spirits Fintecheft Anthony's Coal 20-1394718	284.32
09/11	Stephens Distrib Fintecheft Anthony's Coal 20-1394718	320.80
09/11	Craft Brewers Gu Fintecheft Anthony's Coal 20-1394718	340.00
09/11	Boening Brothers Fintecheft Anthony's Coal 20-1394718	429.79
09/11	Empire Merchants Fintecheft Anthony's Coal 20-1394718	462.64
09/11	American Bd Comp Fintecheft Anthony's Coal 20-1394718	479.74
09/11	Brown Distributi Fintecheft Anthony's Coal 20-1394718	516.50
09/11	Southern Glazer' Fintecheft Anthony's Coal 20-1394718	534.63
09/11	R & R Marketing, Fintecheft Anthony's Coal 20-1394718	572.38
09/11	Origlio Beverage Fintecheft Anthony's Coal 20-1394718	634.35
09/11	Manhattan Beer D Fintecheft Anthony's Coal 20-1394718	663.88
09/11	Burke Distributi Fintecheft Anthony's Coal 20-1394718	683.95
09/11	Origlio Beverage Fintecheft Anthony's Coal 20-1394718	831.32
09/11	Muller, Inc Fintecheft Anthony's Coal 20-1394718	1,096.69
09/11	fintech.net Fintecheft Anthony's Coal 20-1394718	1,525.00
09/11	Gold Coast Bever Fintecheft Anthony's Coal 20-1394718	1,727.40
09/11	Republic Nationa Fintecheft Anthony's Coal 20-1394718	2,740.35
09/11	Fedway Associate Fintecheft Anthony's Coal 20-1394718	3,476.09
09/11	Southern Glazer' Fintecheft Anthony's Coal 20-1394718	13,418.33
09/12	Bancorpsv Bancorpsv Mercer Marketp 99994	100.00
09/12	Peerless Beverag Fintecheft Anthony's Coal 20-1394718	119.00
09/12	August A Busch C Fintecheft Anthony's Coal 20-1394718	144.85
09/12	Muller, Inc Fintecheft Anthony's Coal 20-1394718	153.49
09/12	Eagle Brands Sal Fintecheft Anthony's Coal 20-1394718	166.70
09/12	Craft Brewers Gu Fintecheft Anthony's Coal 20-1394718	206.00
09/12	Hunterdon Brewin Fintecheft Anthony's Coal 20-1394718	225.00
09/12	Origlio Beverage Fintecheft Anthony's Coal 20-1394718	248.26
09/12	Manhattan Beer D Fintecheft Anthony's Coal 20-1394718	460.23
09/12	Penn Beer Sales Fintecheft Anthony's Coal 20-1394718	612.48
09/13	August A Busch C Fintecheft Anthony's Coal 20-1394718	87.00
09/13	High Grade Bever Fintecheft Anthony's Coal 20-1394718	188.60
09/13	Peerless Beverag Fintecheft Anthony's Coal 20-1394718	261.30
09/13	Hunterdon Brewin Fintecheft Anthony's Coal 20-1394718	318.00
09/13	Southern Glazer' Fintecheft Anthony's Coal 20-1394718	499.68
09/13	Manhattan Beer D Fintecheft Anthony's Coal 20-1394718	605.05
09/13	Kramer Beverage Fintecheft Anthony's Coal 20-1394718	919.20
09/13	Boening Brothers Fintecheft Anthony's Coal 20-1394718	1,453.64

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09/14	Wire Transfer Regions Bank	16,292.36
09/14	Frankcrum Payroll Anthonys Coal A0E21	3.00
09/14	Frankcrum Payroll Anthonys Coal 60044	3.00
09/14	Frankcrum Payroll Anthonys Coal 90186	3.00
09/14	Frankcrum Payroll Anthonys Coal A0F83	3.00
09/14	Frankcrum Payroll Anthonys Coal 90159	6.00
09/14	Frankcrum Payroll Anthonys Coal 11362	6.00
09/14	Frankcrum Payroll Anthonys Coal 80708	6.00
09/14	Frankcrum Payroll Anthonys Coal A0H27	9.00
09/14	Frankcrum Payroll Anthonys Coal 60835	9.00
09/14	Frankcrum Payroll Anthonys Coal 31846	85.00
09/14	Discoverybenefit Claim Fund Anthony's Coal 23705454066305	88.20
09/14	Clare Rose, Inc. Fintecheft Anthony's Coal 20-1394718	90.00
09/14	Atlantic Importi Fintecheft Anthony's Coal 20-1394718	96.00
09/14	Hunterdon Brewin Fintecheft Anthony's Coal 20-1394718	183.10
09/14	Anheuser-Busch S Fintecheft Anthony's Coal 20-1394718	213.01
09/14	Goettler Distrib Fintecheft Anthony's Coal 20-1394718	228.00
09/14	Shore Point Dist Fintecheft Anthony's Coal 20-1394718	237.00
09/14	Frankcrum Payroll Anthonys Coal Aa414	259.50
09/14	City Beverages - Fintecheft Anthony's Coal 20-1394718	265.00
09/14	Frankcrum Payroll Anthonys Coal Aa243	320.40
09/14	Pepin Distributi Fintecheft Anthony's Coal 20-1394718	380.97
09/14	Manhattan Beer D Fintecheft Anthony's Coal 20-1394718	469.00
09/14	Craft Brewers Gu Fintecheft Anthony's Coal 20-1394718	503.00
09/14	Frankcrum Payroll Anthonys Coal 90549	662.55
09/14	Penn Beer Sales Fintecheft Anthony's Coal 20-1394718	1,129.18
09/14	Origlio Beverage Fintecheft Anthony's Coal 20-1394718	1,136.20
09/14	Muller, Inc Fintecheft Anthony's Coal 20-1394718	2,055.92
09/14	Empire Merchants Fintecheft Anthony's Coal 20-1394718	2,123.02
09/14	Southern Glazer' Fintecheft Anthony's Coal 20-1394718	5,619.13
09/14	Southern Glazer' Fintecheft Anthony's Coal 20-1394718	9,307.17
09/14	Frankcrum Payroll Anthonys Coal 61093	9,520.92
09/14	Frankcrum Payroll Anthonys Coal 50150	9,638.05
09/14	Frankcrum Payroll Anthonys Coal 11699	9,738.49
09/14	Frankcrum Payroll Anthonys Coal 61594	10,031.60
09/14	Frankcrum Payroll Anthonys Coal 61152	10,826.69
09/14	Frankcrum Payroll Anthonys Coal 31687	10,904.55
09/14	Frankcrum Payroll Anthonys Coal 31818	11,009.38
09/14	Frankcrum Payroll Anthonys Coal 31745	12,241.31
09/14	Frankcrum Payroll Anthonys Coal 31301	12,580.66
09/14	Frankcrum Payroll Anthonys Coal 90289	13,035.40
09/14	Frankcrum Payroll Anthonys Coal 90327	13,317.61
09/14	Frankcrum Payroll Anthonys Coal 31843	13,611.40
09/14	Frankcrum Payroll Anthonys Coal 11592	13,685.51
09/14	Frankcrum Payroll Anthonys Coal 31216	13,759.66
09/14	Frankcrum Payroll Anthonys Coal 61709	13,930.65
09/14	Frankcrum Payroll Anthonys Coal 31733	14,021.84
09/14	Frankcrum Payroll Anthonys Coal 31173	14,075.54
09/14	Frankcrum Payroll Anthonys Coal 80814	14,546.13
09/14	Frankcrum Payroll Anthonys Sport 31233	

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09/14	Frankcrum	Payroll Anthonys Coal	61244	14,993.39
09/14	Frankcrum	Payroll Anthonys Coal	11685	15,367.52
09/14	Frankcrum	Payroll Anthonys Coal	61521	16,040.21
09/14	Frankcrum	Payroll Anthonys Coal	11550	16,426.17
09/14	Frankcrum	Payroll Anthonys Coal	31229	16,813.82
09/14	Frankcrum	Payroll Anthonys Coal	31371	16,855.14
09/14	Frankcrum	Payroll Anthonys Coal	60163	17,416.48
09/14	Frankcrum	Payroll Anthonys Coal	61260	18,886.30
09/14	Frankcrum	Payroll Anthonys Coal	11593	19,208.58
09/14	Frankcrum	Payroll Anthonys Coal	61578	19,700.57
09/14	Frankcrum	Payroll Anthonys Coal	61184	20,118.00
09/14	Frankcrum	Payroll Anthonys Coal	61355	20,429.24
09/14	Frankcrum	Payroll Anthonys Coal	60534	20,670.30
09/14	Frankcrum	Payroll Anthonys Coal	11447	21,561.08
09/14	Frankcrum	Payroll Anthonys Coal	60455	22,014.93
09/14	Frankcrum	Payroll Anthonys Coal	A0F34	22,430.55
09/14	Frankcrum	Payroll Anthonys Coal	A0D21	27,013.71
09/14	Frankcrum	Payroll Anthonys Pizza	11195	52,857.19
09/14	Frankcrum	Payroll Anthonys Pizza	A0E46	92,223.77
09/14	Frankcrum	Payroll Anthonys Pizza	60050	138,640.95
09/14	Frankcrum	Payroll Anthonys Pizza	31227	338,685.60
09/15	Regions	Auto Pymt Anthony's Coal	471575999386712	10,660.45
09/15	Craft Collective Fintecheft	Anthony's Coal	20-1394718	106.00
09/15	Berkshire Brewin Fintecheft	Anthony's Coal	20-1394718	178.00
09/15	August A Busch C Fintecheft	Anthony's Coal	20-1394718	197.85
09/15	Boening Brothers Fintecheft	Anthony's Coal	20-1394718	237.64
09/15	Atlantic Importi Fintecheft	Anthony's Coal	20-1394718	288.00
09/15	Hunterdon Brewin Fintecheft	Anthony's Coal	20-1394718	315.00
09/15	Jj Taylor Distri Fintecheft	Anthony's Coal	20-1394718	357.00
09/15	Origlio Beverage Fintecheft	Anthony's Coal	20-1394718	395.17
09/15	Frankcrum	Payroll Anthonys Coal	61521	427.91
09/15	Florida Distribu Fintecheft	Anthony's Coal	20-1394718	433.40
09/15	Frankcrum	Payroll Anthonys Coal	60163	780.84
09/15	Republic Nationa Fintecheft	Anthony's Coal	20-1394718	808.20
09/15	Southern Glazer' Fintecheft	Anthony's Coal	20-1394718	861.64
09/15	Empire Merchants Fintecheft	Anthony's Coal	20-1394718	1,010.04
09/15	Frankcrum	Payroll Anthonys Coal	60053	9,283.51
09/15	Frankcrum	Payroll Anthonys Coal	60044	10,386.95
09/15	Frankcrum	Payroll Anthonys Coal	60968	10,551.21
09/15	Frankcrum	Payroll Anthonys Coal	31846	10,675.99
09/15	Frankcrum	Payroll Anthonys Coal	61015	10,758.13
09/15	Frankcrum	Payroll Anthonys Coal	60379	11,874.96
09/15	Frankcrum	Payroll Anthonys Coal	80708	12,533.13
09/15	Frankcrum	Payroll Anthonys Coal	90159	12,552.13
09/15	Frankcrum	Payroll Anthonys Coal	11362	12,830.53
09/15	Frankcrum	Payroll Anthonys Coal	90211	14,296.61
09/15	Frankcrum	Payroll Anthonys Coal	90186	14,297.97
09/15	Frankcrum	Payroll Anthonys Coal	31230	14,576.42
09/15	Frankcrum	Payroll Anthonys Coal	A0F45	14,975.54
09/15	Frankcrum	Payroll Anthonys Coal	A0F83	15,064.95

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09/15	Frankcrum	Payroll Anthonys Coal	90153	15,869.31
09/15	Frankcrum	Payroll Anthonys Coal	A0H27	15,970.72
09/15	Frankcrum	Payroll Anthonys Coal	60835	16,214.09
09/15	Frankcrum	Payroll Anthonys Coal	Aa263	16,803.93
09/15	Frankcrum	Payroll Anthonys Coal	Aa243	16,919.19
09/15	Frankcrum	Payroll Anthonys Coal	90549	17,621.03
09/15	Frankcrum	Payroll Anthonys Coal	31231	17,701.07
09/15	Frankcrum	Payroll Anthonys Coal	A0E21	17,707.80
09/15	Frankcrum	Payroll Anthonys Coal	31232	18,087.32
09/15	Frankcrum	Payroll Anthonys Coal	A0G98	19,116.84
09/15	Frankcrum	Payroll Anthonys Coal	A0D55	20,551.75
09/15	Frankcrum	Payroll Anthonys Coal	Aa414	20,580.14
09/15	Frankcrum	Payroll Anthonys Coal	f 31508	21,881.82
09/15	Frankcrum	Payroll Anthonys Coal	A0H11	25,846.59
09/15	Harland Clarke	Chk Orders ?(1056)?anthon		63.91
09/18	Pay to Cr Line	2580311988		622,270.45
09/18	Bancorpsv	Bancorpsv Mercer Marketp	99994	5.00
09/18	Frankcrum	Payroll Anthonys Coal	31216	8.90
09/18	Origlio Beverage	Fintecheft Anthony's Coal	20-1394718	49.92
09/18	August A Busch C	Fintecheft Anthony's Coal	20-1394718	87.00
09/18	Boening Brothers	Fintecheft Anthony's Coal	20-1394718	106.99
09/18	Manhattan Beer D	Fintecheft Anthony's Coal	20-1394718	151.60
09/18	Atlantic Importi	Fintecheft Anthony's Coal	20-1394718	160.00
09/18	Frankcrum	Payroll Anthonys Coal	31843	198.76
09/18	D. Bertoline & S	Fintecheft Anthony's Coal	20-1394718	203.70
09/18	Brown Distributi	Fintecheft Anthony's Coal	20-1394718	338.00
09/18	Premier Beverage	Fintecheft Anthony's Coal	20-1394718	396.31
09/18	Double Eagle Dis	Fintecheft Anthony's Coal	20-1394718	419.10
09/18	Eagle Brands Sal	Fintecheft Anthony's Coal	20-1394718	452.25
09/18	Eagle Brands Sal	Fintecheft Anthony's Coal	20-1394718	474.75
09/18	Allied Beverage	Fintecheft Anthony's Coal	20-1394718	481.20
09/18	Pepin Distributi	Fintecheft Anthony's Coal	20-1394718	688.45
09/18	Jj Taylor Distri	Fintecheft Anthony's Coal	20-1394718	743.00
09/18	Hunterdon Brewin	Fintecheft Anthony's Coal	20-1394718	786.00
09/18	Burke Distributi	Fintecheft Anthony's Coal	20-1394718	1,090.35
09/18	Southern Glazer'	Fintecheft Anthony's Coal	20-1394718	1,129.30
09/18	Gold Coast Bever	Fintecheft Anthony's Coal	20-1394718	1,656.70
09/18	Gold Coast Bever	Fintecheft Anthony's Coal	20-1394718	1,944.60
09/18	Southern Glazer'	Fintecheft Anthony's Coal	20-1394718	8,946.01
09/19	Bank Debit			0.06
09/19	Bank Debit			20.00
09/19	Bancorpsv	Bancorpsv Mercer Marketp	99994	15.00
09/19	Manhattan Beer D	Fintecheft Anthony's Coal	20-1394718	45.99
09/19	Cavalier Spirits	Fintecheft Anthony's Coal	20-1394718	55.99
09/19	Peerless Beverag	Fintecheft Anthony's Coal	20-1394718	89.00
09/19	Frankcrum	Payroll Anthonys Coal	31846	152.89
09/19	Discoverybenefit Plan Fund	Anthony's Coal	1726120AF2775	184.13
09/19	Eagle Brands Sal	Fintecheft Anthony's Coal	20-1394718	186.40
09/19	August A Busch C	Fintecheft Anthony's Coal	20-1394718	246.80
09/19	Frankcrum	Payroll Anthonys Coal	60455	253.37

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09/19	Origlio Beverage Fintech Anthony's Coal 20-1394718	370.84
09/19	Frankcrum Payroll Anthonys Coal Aa263	377.30
09/19	Jj Taylor Distri Fintech Anthony's Coal 20-1394718	461.05
09/19	Allied Beverage Fintech Anthony's Coal 20-1394718	550.80
09/19	Frankcrum Payroll Anthonys Coal A0H11	630.21
09/19	Gold Coast Bever Fintech Anthony's Coal 20-1394718	801.20
09/19	Brown Distributi Fintech Anthony's Coal 20-1394718	3,223.70
09/20	Frankcrum Payroll Anthonys Coal 80814	18.90
09/20	Hunterdon Brewin Fintech Anthony's Coal 20-1394718	93.00
09/20	High Grade Bever Fintech Anthony's Coal 20-1394718	185.50
09/20	Florida Distribu Fintech Anthony's Coal 20-1394718	230.00
09/20	Eagle Brands Sal Fintech Anthony's Coal 20-1394718	256.90
09/20	Manhattan Beer D Fintech Anthony's Coal 20-1394718	430.54
09/20	Frankcrum Payroll Anthonys Coal 90186	670.59
09/20	Fedway Associate Fintech Anthony's Coal 20-1394718	1,621.03
09/20	State of RI Tax Pmt Anthony's Coal 000081288358200	2,147.94
09/20	Commwlthofpa Int Pastsaletx 13170000047705 462010365	2,419.91
09/20	Frankcrum Payroll Anthonys Coal 31232	2,814.38
09/20	Commwlthofpa Int Pastsaletx 13170000047691 460974651	2,887.69
09/20	Commwlthofpa Int Pastsaletx 13170000047691 460974651	3,304.96
09/20	Commwlthofpa Int Pastsaletx 13170000047703 461963000	3,517.77
09/20	Commwlthofpa Int Pastsaletx 13170000047705 462010365	3,589.46
09/20	Commwlthofpa Int Pastsaletx 13170000047692 461969327	3,924.69
09/20	Commwlthofpa Int Pastsaletx 13170000047692 461969327	3,928.08
09/20	Commwlthofpa Int Pastsaletx 13170000047694 473790206	3,937.70
09/20	Commwlthofpa Int Pastsaletx 13170000047709 274557334	4,004.99
09/20	Commwlthofpa Int Pastsaletx 13170000047702 461963000	4,014.51
09/20	Commwlthofpa Int Pastsaletx 13170000047694 473790206	4,103.04
09/20	Commwlthofpa Int Pastsaletx 13170000047706 271293655	4,121.84
09/20	Allegheny County ACH Anthonys Pizza 866-290-5400	4,230.13
09/20	Commwlthofpa Int Pastsaletx 13170000047698 270701366	4,315.96
09/20	Commwlthofpa Int Pastsaletx 13170000047708 274557328	4,447.26
09/20	Commwlthofpa Int Pastsaletx 13170000047707 271293655	4,732.11
09/20	Commwlthofpa Int Pastsaletx 13170000047710 274557334	4,915.61
09/20	Commwlthofpa Int Pastsaletx 13170000047698 270701366	4,917.38
09/20	Commwlthofpa Int Pastsaletx 13170000047708 274557328	4,985.82
09/20	NJ Web Pmt 04110 Njweb04110 Anthony's Coal 091000012754065	6,301.21
09/20	Fla Dept Revenue C01 Anthony S Coal 000000016099236	7,346.50
09/20	Fla Dept Revenue C01 Anthony S Coal 000000014954295	7,737.36
09/20	Fla Dept Revenue C01 Anthony S Coal 000000015832080	8,312.40
09/20	Fla Dept Revenue C01 Anthonys Coal 000000016510531	8,550.74
09/20	Fla Dept Revenue C01 Anthony S Coal 000000016732353	8,788.11
09/20	Fla Dept Revenue C01 Anthony S Coal 000000015106470	9,462.66
09/20	Fla Dept Revenue C01 Anthony S Coal 000000015025694	9,765.57
09/20	Fla Dept Revenue C01 Anthonys Coal 000000013660335	9,862.01
09/20	Fla Dept Revenue C01 Anthonys Coal 000000015197102	9,921.67
09/20	Fla Dept Revenue C01 Anthonys Coal 000000016695991	9,977.85
09/20	Fla Dept Revenue C01 Anthony S Coal 000000015122126	10,369.61
09/20	Fla Dept Revenue C01 Anthony S Coal 000000016628344	10,503.91
09/20	Fla Dept Revenue C01 Anthonys Coal 000000013891642	10,827.09

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09/20	Fla Dept Revenue C01 Anthonys Coal	000000014964160	10,892.70
09/20	Fla Dept Revenue C01 Anthony S Coal	000000013864075	11,072.73
09/20	Fla Dept Revenue C01 Anthonys Coal	000000013984808	11,158.52
09/20	NJ Web Pmt 04110 Njweb04110 Anthony's Coal	091000012736459	11,176.33
09/20	Fla Dept Revenue C01 Anthony S Coal	000000015194185	11,253.49
09/20	NJ Web Pmt 04110 Njweb04110 Anthony's Coal	091000012751529	11,299.07
09/20	NJ Web Pmt 04110 Njweb04110 Anthony's Coal	091000012750894	11,893.72
09/20	Fla Dept Revenue C01 Anthony S Coal	000000015830693	12,323.50
09/20	Nys Dtf Sales Tax Paymnt SW1707702191	000000023222858	12,771.53
09/20	Nys Dtf Sales Tax Paymnt SW1707701290	000000023222482	12,849.59
09/20	Nys Dtf Sales Tax Paymnt SW1707701419	000000023222547	13,028.86
09/20	NJ Web Pmt 04110 Njweb04110 Anthony's Coal	091000012750580	13,100.04
09/20	NJ Web Pmt 04110 Njweb04110 Anthony's Coal	091000012753426	13,243.12
09/20	Mdc Fin Tour Tax 3053755452 Anthonys Pizza	493642168	13,341.64
09/20	Fla Dept Revenue C01 Anthonys Coal	000000013750124	13,365.09
09/20	Fla Dept Revenue C01 Anthony S Coal	000000013317177	13,660.32
09/20	Fla Dept Revenue C01 Anthony S Coal	000000015238252	13,730.85
09/20	Fla Dept Revenue C01 Anthonys Coal	000000013891630	13,938.97
09/20	Fla Dept Revenue C01 Anthony S Coal	000000014963798	14,320.05
09/20	Fla Dept Revenue C01 Anthony S Coal	000000014963950	14,369.23
09/20	NJ Web Pmt 04110 Njweb04110 Anthony's Coal	091000012737816	14,799.15
09/20	NJ Web Pmt 04110 Njweb04110 Anthony's Coal	091000012751688	14,824.42
09/20	Fla Dept Revenue C01 Anthonys Coal	000000012056592	14,839.98
09/20	State of RI Tax Pmt Anthony's Coal	000081288358200	15,035.57
09/20	Nys Dtf Sales Tax Paymnt SW1707701903	000000023222703	15,258.31
09/20	Fla Dept Revenue C01 Anthonys Coal	000000013891792	15,393.29
09/20	Nys Dtf Sales Tax Paymnt SW1707700722	000000023222246	15,429.32
09/20	Nys Dtf Sales Tax Paymnt SW1707701130	000000023222407	16,290.09
09/20	NJ Web Pmt 04110 Njweb04110 Anthony's Coal	091000012736288	16,498.19
09/20	Nys Dtf Sales Tax Paymnt SW1707700991	000000023222342	17,112.66
09/20	Fla Dept Revenue C01 Anthonys Coal	000000013580096	17,481.65
09/20	Nys Dtf Sales Tax Paymnt SW1707702324	000000023222927	18,323.69
09/20	Nys Dtf Sales Tax Paymnt SW1707701610	000000023222636	21,456.99
09/21	Bank Debit		1,553.57
09/21	Oak Beverages In Fintecheft Anthony's Coal	20-1394718	20.00
09/21	Pepin Distributi Fintecheft Anthony's Coal	20-1394718	108.35
09/21	Craft Brewers Gu Fintecheft Anthony's Coal	20-1394718	240.00
09/21	Anheuser-Busch S Fintecheft Anthony's Coal	20-1394718	276.25
09/21	Stephens Distrib Fintecheft Anthony's Coal	20-1394718	292.20
09/21	Southern Glazer' Fintecheft Anthony's Coal	20-1394718	321.33
09/21	Origlio Beverage Fintecheft Anthony's Coal	20-1394718	418.12
09/21	Peerless Beverag Fintecheft Anthony's Coal	20-1394718	471.00
09/21	Atlantic Importi Fintecheft Anthony's Coal	20-1394718	474.00
09/21	American Bd Comp Fintecheft Anthony's Coal	20-1394718	493.12
09/21	Manhattan Beer D Fintecheft Anthony's Coal	20-1394718	529.58
09/21	Muller, Inc Fintecheft Anthony's Coal	20-1394718	537.27
09/21	Double Eagle Dis Fintecheft Anthony's Coal	20-1394718	711.35
09/21	Gold Coast Bever Fintecheft Anthony's Coal	20-1394718	760.10
09/21	Boening Brothers Fintecheft Anthony's Coal	20-1394718	864.14
09/21	Southern Glazer' Fintecheft Anthony's Coal	20-1394718	1,001.79

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09/21	Brown Distributi Fintecheft Anthony's Coal 20-1394718	1,408.10
09/21	Fedway Associate Fintecheft Anthony's Coal 20-1394718	3,853.19
09/21	Comm of Mass EFT MA Dor Pay Anthonys Coal 2020280576	7,160.60
09/21	Frankcrum Payroll Anthonys Coal 60053	9,341.52
09/21	Frankcrum Payroll Anthonys Coal 11699	9,483.45
09/21	Frankcrum Payroll Anthonys Coal 61093	9,483.49
09/21	Comm of Mass EFT MA Dor Pay Anthonys Coal 858003712	9,882.07
09/21	Frankcrum Payroll Anthonys Coal 61594	9,883.55
09/21	Frankcrum Payroll Anthonys Coal 60044	10,101.91
09/21	Frankcrum Payroll Anthonys Coal 61152	10,232.02
09/21	Comm of Mass EFT MA Dor Pay Anthony S Coal 491350272	10,379.28
09/21	Frankcrum Payroll Anthonys Coal 60968	10,894.00
09/21	Frankcrum Payroll Anthonys Coal 61015	10,945.56
09/21	Comm of Mass EFT MA Dor Pay Anthonys Coal 1958275328	11,203.05
09/21	Frankcrum Payroll Anthonys Coal 60379	12,103.15
09/21	Frankcrum Payroll Anthonys Coal 61709	13,372.77
09/21	Comm of Mass EFT MA Dor Pay Anthonys Coal 1563105536	14,957.14
09/22	Wire Transfer Regions Bank	4,204.94
09/22	Wire Transfer Regions Bank	3,682.34
09/22	Penn Beer Sales Fintecheft Anthony's Coal 20-1394718	4.23
09/22	S.K.I. Wholesale Fintecheft Anthony's Coal 20-1394718	89.99
09/22	American Bd Comp Fintecheft Anthony's Coal 20-1394718	109.08
09/22	Frankcrum Payroll Anthonys Coal 31846	127.55
09/22	Great Bay Distri Fintecheft Anthony's Coal 20-1394718	139.40
09/22	Anheuser-Busch S Fintecheft Anthony's Coal 20-1394718	157.75
09/22	Empire Merchants Fintecheft Anthony's Coal 20-1394718	199.62
09/22	Cavalier Spirits Fintecheft Anthony's Coal 20-1394718	209.98
09/22	Eagle Brands Sal Fintecheft Anthony's Coal 20-1394718	212.80
09/22	Double Eagle Dis Fintecheft Anthony's Coal 20-1394718	262.00
09/22	Frankcrum Payroll Anthonys Coal 11685	283.50
09/22	Pepin Distributi Fintecheft Anthony's Coal 20-1394718	302.55
09/22	Stephens Distrib Fintecheft Anthony's Coal 20-1394718	343.05
09/22	Southern Eagle D Fintecheft Anthony's Coal 20-1394718	350.30
09/22	Muller, Inc Fintecheft Anthony's Coal 20-1394718	455.31
09/22	Fedway Associate Fintecheft Anthony's Coal 20-1394718	520.75
09/22	Republic Nationa Fintecheft Anthony's Coal 20-1394718	538.80
09/22	Gold Coast Bever Fintecheft Anthony's Coal 20-1394718	660.00
09/22	Boening Brothers Fintecheft Anthony's Coal 20-1394718	665.79
09/22	Origlio Beverage Fintecheft Anthony's Coal 20-1394718	756.41
09/22	R & R Marketing, Fintecheft Anthony's Coal 20-1394718	804.86
09/22	Boening Brothers Fintecheft Anthony's Coal 20-1394718	936.94
09/22	Brown Distributi Fintecheft Anthony's Coal 20-1394718	1,451.70
09/22	Manhattan Beer D Fintecheft Anthony's Coal 20-1394718	1,820.57
09/22	Clare Rose, Inc. Fintecheft Anthony's Coal 20-1394718	2,250.30
09/22	Frankcrum Payroll Anthonys Pizza 11195	19,424.67
09/22	Frankcrum Payroll Anthonys Pizza A0E46	38,022.45
09/22	Frankcrum Payroll Anthonys Pizza 60050	61,843.59
09/22	Frankcrum Payroll Anthonys Pizza 31227	96,614.15
09/22	Harland Clarke Chk Orders ?(1073)?anthon	65.49
09/25	Atlantic Importi Fintecheft Anthony's Coal 20-1394718	34.00

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09/25	Berkshire Brewin Fintech Anthony's Coal 20-1394718	59.00
09/25	D. Bertoline & S Fintech Anthony's Coal 20-1394718	88.90
09/25	Origlio Beverage Fintech Anthony's Coal 20-1394718	90.75
09/25	Jj Taylor Distri Fintech Anthony's Coal 20-1394718	107.50
09/25	August A Busch C Fintech Anthony's Coal 20-1394718	119.10
09/25	Italpoint Distri Fintech Anthony's Coal 20-1394718	143.82
09/25	Gold Coast Bever Fintech Anthony's Coal 20-1394718	193.80
09/25	Stephens Distrib Fintech Anthony's Coal 20-1394718	203.00
09/25	Hunterdon Brewin Fintech Anthony's Coal 20-1394718	216.00
09/25	High Grade Bever Fintech Anthony's Coal 20-1394718	234.00
09/25	R & R Marketing, Fintech Anthony's Coal 20-1394718	239.23
09/25	Manhattan Beer D Fintech Anthony's Coal 20-1394718	326.60
09/25	American Bd Comp Fintech Anthony's Coal 20-1394718	338.89
09/25	Burke Distributi Fintech Anthony's Coal 20-1394718	342.50
09/25	Peerless Beverag Fintech Anthony's Coal 20-1394718	427.90
09/25	Cavallier Spirits Fintech Anthony's Coal 20-1394718	497.96
09/25	Kramer Beverage Fintech Anthony's Coal 20-1394718	667.45
09/25	Brown Distributi Fintech Anthony's Coal 20-1394718	805.50
09/25	Fedway Associate Fintech Anthony's Coal 20-1394718	1,758.27
09/25	Allied Beverage Fintech Anthony's Coal 20-1394718	2,185.67
09/25	Gold Coast Bever Fintech Anthony's Coal 20-1394718	2,473.90
09/25	Southern Glazer Fintech Anthony's Coal 20-1394718	3,530.40
09/25	V4Adj 26-7261000172	3.00
09/26	Wire Transfer Thomas William	181,905.36
09/26	Bank Debit	6.00
09/26	Bank Debit	20.00
09/26	Manhattan Beer D Fintech Anthony's Coal 20-1394718	36.65
09/26	Pepin Distributi Fintech Anthony's Coal 20-1394718	37.35
09/26	Allied Beverage Fintech Anthony's Coal 20-1394718	132.00
09/26	August A Busch C Fintech Anthony's Coal 20-1394718	191.75
09/26	Eagle Brands Sal Fintech Anthony's Coal 20-1394718	208.00
09/26	Jj Taylor Distri Fintech Anthony's Coal 20-1394718	208.90
09/26	Cavallier Spirits Fintech Anthony's Coal 20-1394718	231.98
09/26	City Beverages - Fintech Anthony's Coal 20-1394718	281.10
09/26	Muller, Inc Fintech Anthony's Coal 20-1394718	328.98
09/26	Origlio Beverage Fintech Anthony's Coal 20-1394718	449.13
09/26	Gold Coast Bever Fintech Anthony's Coal 20-1394718	682.20
09/26	Eagle Brands Sal Fintech Anthony's Coal 20-1394718	717.55
09/26	Brown Distributi Fintech Anthony's Coal 20-1394718	2,919.15
09/27	Bank Debit	9.00
09/27	Ub Distributors Fintech Anthony's Coal 20-1394718	4.99
09/27	Goettler Distrib Fintech Anthony's Coal 20-1394718	115.59
09/27	Eagle Brands Sal Fintech Anthony's Coal 20-1394718	132.00
09/27	High Grade Bever Fintech Anthony's Coal 20-1394718	215.60
09/27	Republic Nationa Fintech Anthony's Coal 20-1394718	310.15
09/27	Manhattan Beer D Fintech Anthony's Coal 20-1394718	366.08
09/27	Florida Distribu Fintech Anthony's Coal 20-1394718	530.00
09/27	Boeing Brothers Fintech Anthony's Coal 20-1394718	1,421.97
09/27	Gold Coast Bever Fintech Anthony's Coal 20-1394718	1,770.40
09/28	Double Eagle Dis Fintech Anthony's Coal 20-1394718	18.00

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09/28	Craft Collective Fintech Anthony's Coal 20-1394718	46.00
09/28	Burke Distributi Fintech Anthony's Coal 20-1394718	121.90
09/28	Bancorpsv Bancorpsv Mercer Marketp 99994	140.00
09/28	Atlantic Importi Fintech Anthony's Coal 20-1394718	150.00
09/28	Peerless Beverag Fintech Anthony's Coal 20-1394718	183.90
09/28	Hunterdon Brewin Fintech Anthony's Coal 20-1394718	244.75
09/28	Muller, Inc Fintech Anthony's Coal 20-1394718	432.18
09/28	American Bd Comp Fintech Anthony's Coal 20-1394718	475.17
09/28	Shore Point Dist Fintech Anthony's Coal 20-1394718	539.00
09/28	Brown Distributi Fintech Anthony's Coal 20-1394718	612.10
09/28	Gold Coast Bever Fintech Anthony's Coal 20-1394718	621.20
09/28	Manhattan Beer D Fintech Anthony's Coal 20-1394718	642.23
09/28	R & R Marketing, Fintech Anthony's Coal 20-1394718	836.99
09/28	Kramer Beverage Fintech Anthony's Coal 20-1394718	919.15
09/28	Gold Coast Bever Fintech Anthony's Coal 20-1394718	968.80
09/28	Empire Merchants Fintech Anthony's Coal 20-1394718	2,115.18
09/28	Fedway Associate Fintech Anthony's Coal 20-1394718	3,769.92
09/28	Southern Glazer' Fintech Anthony's Coal 20-1394718	6,370.78
09/28	Frankcrum Payroll Anthonys Coal 61093	9,289.82
09/28	Frankcrum Payroll Anthonys Coal 60053	9,545.80
09/28	Frankcrum Payroll Anthonys Coal 61152	9,820.88
09/28	Frankcrum Payroll Anthonys Coal 61594	9,872.18
09/28	Frankcrum Payroll Anthonys Coal 11699	10,180.36
09/28	Frankcrum Payroll Anthonys Coal 61015	10,270.64
09/28	Frankcrum Payroll Anthonys Coal 60968	10,361.08
09/28	Frankcrum Payroll Anthonys Coal 60044	10,889.35
09/28	Frankcrum Payroll Anthonys Coal 60379	11,419.40
09/28	Frankcrum Payroll Anthonys Coal 31371	11,694.11
09/28	Frankcrum Payroll Anthonys Coal 31843	12,788.08
09/28	Frankcrum Payroll Anthonys Coal 61709	12,954.50
09/28	Frankcrum Payroll Anthonys Coal 50150	13,135.35
09/28	Frankcrum Payroll Anthonys Coal 11592	13,998.70
09/28	Frankcrum Payroll Anthonys Coal 61244	14,290.43
09/28	Frankcrum Payroll Anthonys Coal A0F83	14,364.46
09/28	Frankcrum Payroll Anthonys Coal 11362	14,499.84
09/28	Frankcrum Payroll Anthonys Coal 31745	15,030.15
09/28	Frankcrum Payroll Anthonys Coal 31818	15,124.94
09/28	Frankcrum Payroll Anthonys Coal 11685	15,374.89
09/28	Frankcrum Payroll Anthonys Coal 90211	15,921.79
09/28	Frankcrum Payroll Anthonys Coal A0F45	15,990.77
09/28	Frankcrum Payroll Anthonys Coal 31687	16,014.64
09/28	Frankcrum Payroll Anthonys Coal 11550	16,324.84
09/28	Frankcrum Payroll Anthonys Coal 90159	16,363.64
09/28	Frankcrum Payroll Anthonys Coal A0G98	16,402.16
09/28	Frankcrum Payroll Anthonys Coal A0H27	16,504.18
09/28	Frankcrum Payroll Anthonys Coal 31846	16,508.93
09/28	Frankcrum Payroll Anthonys Coal 80708	17,090.08
09/28	Frankcrum Payroll Anthonys Coal 11593	17,416.99
09/28	Frankcrum Payroll Anthonys Coal A0E21	17,569.12
09/28	Frankcrum Payroll Anthonys Coal Aa263	17,858.14

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09/28	Frankcrum	Payroll Anthonys Coal 61355	17,967.40
09/28	Frankcrum	Payroll Anthonys Coal 60163	18,084.84
09/28	Frankcrum	Payroll Anthonys Coal 61521	18,104.67
09/28	Frankcrum	Payroll Anthonys Coal 90327	18,123.67
09/28	Frankcrum	Payroll Anthonys Coal 31232	18,382.41
09/28	Frankcrum	Payroll Anthonys Coal 31301	18,548.49
09/28	Frankcrum	Payroll Anthonys Coal 90289	18,845.80
09/28	Frankcrum	Payroll Anthonys Coal A0D55	19,112.36
09/28	Frankcrum	Payroll Anthonys Coal 31508	19,145.80
09/28	Frankcrum	Payroll Anthonys Coal 61578	19,146.40
09/28	Frankcrum	Payroll Anthonys Coal Aa243	19,161.01
09/28	Frankcrum	Payroll Anthonys Coal 61184	19,200.11
09/28	Frankcrum	Payroll Anthonys Coal 31733	19,667.16
09/28	Frankcrum	Payroll Anthonys Coal 11447	19,906.35
09/28	Frankcrum	Payroll Anthonys Coal 60534	20,455.93
09/28	Frankcrum	Payroll Anthonys Coal 60455	20,556.19
09/28	Frankcrum	Payroll Anthonys Coal 31216	20,581.93
09/28	Frankcrum	Payroll Anthonys Coal 90549	20,898.57
09/28	Frankcrum	Payroll Anthonys Coal Aa414	21,439.70
09/28	Frankcrum	Payroll Anthonys Coal A0F34	21,907.08
09/28	Frankcrum	Payroll Anthonys Coal 31173	21,981.98
09/28	Frankcrum	Payroll Anthonys Coal A0H11	22,247.67
09/28	Frankcrum	Payroll Anthonys Coal 90186	22,369.89
09/28	Frankcrum	Payroll Anthonys Sport 31233	22,762.53
09/28	Frankcrum	Payroll Anthonys Coal 31230	23,301.78
09/28	Frankcrum	Payroll Anthonys Coal 60835	23,390.65
09/28	Frankcrum	Payroll Anthonys Coal 61260	23,717.18
09/28	Frankcrum	Payroll Anthonys Coal 80814	23,760.08
09/28	Frankcrum	Payroll Anthonys Coal 90153	24,169.46
09/28	Frankcrum	Payroll Anthonys Coal 31229	25,770.14
09/28	Frankcrum	Payroll Anthonys Coal A0D21	26,682.57
09/28	Frankcrum	Payroll Anthonys Coal 31231	27,282.57
09/28	Frankcrum	Payroll Anthonys Pizza 11195	57,269.40
09/28	Frankcrum	Payroll Anthonys Pizza A0E46	93,509.62
09/28	Frankcrum	Payroll Anthonys Pizza 60050	140,663.06
09/28	Frankcrum	Payroll Anthonys Pizza 31227	342,410.38
09/29	Wire Transfer Regions Bank		4,056.37
09/29	Wire Transfer Regions Bank		4,281.74
09/29	Wire Transfer Regions Bank		694,699.96
09/29	Southern Eagle D Fintecheft Anthony's Coal 20-1394718		96.15
09/29	Frankcrum Payroll Anthonys Coal 11593		115.95
09/29	Hunterdon Brewin Fintecheft Anthony's Coal 20-1394718		165.00
09/29	Craft Brewers Gu Fintecheft Anthony's Coal 20-1394718		171.00
09/29	Frankcrum Payroll Anthonys Coal 61355		186.42
09/29	Eagle Brands Sal Fintecheft Anthony's Coal 20-1394718		195.50
09/29	Double Eagle Dis Fintecheft Anthony's Coal 20-1394718		249.75
09/29	Great Bay Distri Fintecheft Anthony's Coal 20-1394718		270.80
09/29	Eagle Brands Sal Fintecheft Anthony's Coal 20-1394718		293.90
09/29	Pepin Distributi Fintecheft Anthony's Coal 20-1394718		307.60
09/29	Stephens Distrib Fintecheft Anthony's Coal 20-1394718		325.35

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09/29	Atlantic Importi Fintech Anthony's Coal 20-1394718	356.00
09/29	Penn Beer Sales Fintech Anthony's Coal 20-1394718	366.46
09/29	Origlio Beverage Fintech Anthony's Coal 20-1394718	454.87
09/29	American Bd Comp Fintech Anthony's Coal 20-1394718	482.16
09/29	Craft Collective Fintech Anthony's Coal 20-1394718	565.00
09/29	Frankcrum Payroll Anthonys Coal 31508	740.70
09/29	Gold Coast Bever Fintech Anthony's Coal 20-1394718	764.20
09/29	Boening Brothers Fintech Anthony's Coal 20-1394718	877.94
09/29	Brown Distributi Fintech Anthony's Coal 20-1394718	1,092.69
09/29	R & R Marketing, Fintech Anthony's Coal 20-1394718	1,095.27
09/29	Origlio Beverage Fintech Anthony's Coal 20-1394718	1,130.94
09/29	Southern Glazer' Fintech Anthony's Coal 20-1394718	1,662.25
09/29	Fedway Associate Fintech Anthony's Coal 20-1394718	3,130.02
09/29	Southern Glazer' Fintech Anthony's Coal 20-1394718	5,488.52
09/29	Frankcrum Payroll Anthonys Pizza 31227	6,604.20
09/29	Pinnacle Softwar Cash Con Acf - Corp Off Ancoal	17,358.87
09/29	Harland Clarke Chk Orders ?(1062)?anthon	64.43
09/29	Harland Clarke Chk Orders ?(1078)?anthon	64.51
09/29	Harland Clarke Chk Orders ?(1034)?anthon	64.51
09/29	Harland Clarke Chk Orders ?(1049)?anthon	65.49
10/02	Pay to Cr Line 2580311988	321,455.96
10/02	Bank Debit	0.04
10/02	Peerless Beverag Fintech Anthony's Coal 20-1394718	82.50
10/02	Berkshire Brewin Fintech Anthony's Coal 20-1394718	89.00
10/02	D. Bertoline & S Fintech Anthony's Coal 20-1394718	98.00
10/02	Eagle Brands Sal Fintech Anthony's Coal 20-1394718	145.90
10/02	Manhattan Beer D Fintech Anthony's Coal 20-1394718	152.59
10/02	Craft Brewers Gu Fintech Anthony's Coal 20-1394718	167.40
10/02	American Bd Comp Fintech Anthony's Coal 20-1394718	200.04
10/02	Wayne Densch - S Fintech Anthony's Coal 20-1394718	227.55
10/02	Stephens Distrib Fintech Anthony's Coal 20-1394718	265.00
10/02	Peerless Beverag Fintech Anthony's Coal 20-1394718	277.00
10/02	Burke Distributi Fintech Anthony's Coal 20-1394718	409.90
10/02	Jj Taylor Distri Fintech Anthony's Coal 20-1394718	512.95
10/02	Florida Distribu Fintech Anthony's Coal 20-1394718	514.00
10/02	R & R Marketing, Fintech Anthony's Coal 20-1394718	549.72
10/02	Brown Distributi Fintech Anthony's Coal 20-1394718	655.00
10/02	Republic Nationa Fintech Anthony's Coal 20-1394718	718.20
10/02	Gold Coast Bever Fintech Anthony's Coal 20-1394718	794.80
10/02	Atlantic Importi Fintech Anthony's Coal 20-1394718	844.00
10/02	Allied Beverage Fintech Anthony's Coal 20-1394718	2,049.77
10/02	Gold Coast Bever Fintech Anthony's Coal 20-1394718	2,061.40
10/02	Fedway Associate Fintech Anthony's Coal 20-1394718	2,859.86
10/02	Frankcrum Payroll Anthonys Pizza 60050	3,341.70
10/02	Empire Merchants Fintech Anthony's Coal 20-1394718	4,396.29
10/02	Southern Glazer' Fintech Anthony's Coal 20-1394718	7,829.55
10/02	Southern Glazer' Fintech Anthony's Coal 20-1394718	19,398.58

Total Withdrawals \$9,472,242.43

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FEEES

08/30	Stop Pay-Special Pay Inst Fee	0.00
09/11	Analysis Charge 08-17	4,982.23
09/21	Stop Pay-Special Pay Inst Fee	0.00
09/29	Stop Pay-Special Pay Inst Fee	0.00
Total Fees		\$4,982.23

CHECKS

Date	Check No.	Amount	Date	Check No.	Amount
08/30		357.14	09/05	80316 *	216.32
09/11		600.00	09/06	80388 *	208.76
09/14		19.00	09/18	80466 *	137.51
09/20		10.00	09/08	80540 *	125.00
09/20	1011 *	20.00	08/29	80543 *	80.00
08/30	1014 *	100.00	09/05	80681 *	3,256.38
09/25	1024 *	20.00	09/22	80687 *	121.03
09/18	1029 *	2.00	09/01	80729 *	475.15
09/18	1029 *	20.00	09/06	80734 *	461.40
09/27	1047 *	2.00	09/22	80800 *	369.70
09/11	8484 *	318.19	09/05	80858 *	293.30
09/14	70194 *	266.63	09/26	80929 *	4,870.00
09/11	70689 *	749.00	09/05	80931 *	425.03
09/29	71486 *	750.00	08/31	80940 *	250.00
09/11	75046 *	435.00	08/29	81000 *	505.31
09/12	75059 *	637.89	09/26	81054 *	196.90
09/21	75334 *	107.60	09/29	81195 *	150.00
09/25	75840 *	60.05	09/13	81203 *	1,280.85
09/14	76806 *	65.63	10/02	81268 *	180.21
10/02	77417 *	106.35	10/02	81281 *	252.29
09/12	77497 *	177.12	09/28	81285 *	50.00
09/15	77767 *	57.54	08/30	81299 *	365.00
09/25	77986 *	80.00	09/25	81307 *	176.94
08/30	78042 *	153.49	08/29	81317 *	258.04
09/18	78120 *	268.38	09/05	81354 *	100.00
09/11	78126 *	50.05	09/05	81362 *	200.00
09/21	78407 *	48.96	09/08	81441 *	80.87
08/30	78677 *	2,547.53	08/29	81454 *	3,752.70
09/11	78904 *	166.89	09/07	81455 *	187.61
09/18	79191 *	137.51	08/30	81459 *	473.55
08/29	79206 *	80.00	09/07	81474 *	745.00
08/31	79305 *	433.70	09/11	81486 *	82.00
08/30	79439 *	206.53	09/08	81515 *	108.56
09/18	79576 *	272.93	09/20	81523 *	52.26
09/21	79658 *	153.07	09/01	81538 *	214.12
09/19	79695 *	234.42	09/13	81541 *	227.86
08/31	80124 *	378.83	09/18	81544 *	184.91

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Date	Check No.	Amount	Date	Check No.	Amount
08/29	81546 *	244.41	09/01	81792 *	1,600.00
09/28	81559 *	321.15	08/29	81803 *	84.75
09/05	81582 *	155.39	08/29	81809 *	1,678.25
09/11	81600 *	252.13	08/29	81811 *	80.00
09/20	81604 *	388.98	08/29	81812 *	281.81
09/19	81608 *	222.24	08/29	81818 *	1,412.11
09/08	81615 *	125.00	08/29	81824 *	128.52
08/30	81619 *	86.81	08/30	81826 *	864.00
08/29	81621 *	271.91	08/31	81828 *	787.79
08/29	81624 *	250.00	08/30	81834 *	1,410.75
08/29	81625 *	250.00	08/29	81837 *	80.02
09/15	81640 *	276.48	09/05	81842 *	68.43
08/31	81656 *	200.00	09/13	81843 *	80.00
08/29	81663 *	87.10	08/29	81846 *	150.00
09/06	81678 *	2,335.00	09/18	81847 *	137.51
08/30	81682 *	200.00	08/29	81850 *	313.50
09/01	81707 *	68.90	09/15	81852 *	80.00
08/29	81713 *	271.56	08/31	81859 *	65.18
08/29	81714 *	2,069.42	08/29	81861 *	44.00
08/30	81715 *	363.21	08/31	81866 *	247.82
08/31	81716 *	3,415.20	09/06	81867 *	360.00
08/29	81719 *	160.00	09/05	81871 *	237.39
08/29	81721 *	137.80	09/26	81872 *	93.02
08/31	81722 *	130.00	08/30	81884 *	448.56
09/05	81724 *	90.00	08/29	81885 *	234.79
08/29	81728 *	165.94	08/30	81886 *	282.28
09/11	81731 *	80.00	08/31	81887 *	143.32
09/05	81733 *	3,566.06	08/30	81888 *	264.23
08/30	81737 *	1,400.00	08/30	81889 *	687.72
09/27	81740 *	236.42	08/29	81892 *	556.54
09/01	81741 *	240.00	08/29	81894 *	476.97
09/11	81742 *	106.00	08/29	81895 *	283.45
09/18	81748 *	80.00	09/05	81897 *	360.66
08/30	81750 *	1,763.00	08/29	81898 *	116.35
08/29	81752 *	172.35	08/29	81899 *	171.06
08/30	81753 *	240.00	08/29	81901 *	125.00
08/29	81758 *	42.76	08/29	81904 *	1,680.00
09/13	81759 *	845.30	08/31	81912 *	674.26
09/05	81760 *	125.00	09/05	81915 *	200.00
08/29	81763 *	241.22	08/29	81925 *	80.00
09/18	81765 *	137.01	09/06	81926 *	314.22
08/30	81768 *	1,520.75	08/30	81928 *	125.00
08/31	81769 *	76.70	09/06	81929 *	42.40
09/18	81775 *	35.64	08/29	81930 *	1,557.64
08/29	81776 *	80.00	08/29	81935 *	149.00
09/01	81778 *	570.00	09/27	81942 *	100.00
08/30	81784 *	160.28	08/30	81946 *	337.62
08/31	81786 *	171.95	08/31	81948 *	311.00

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Date	Check No.	Amount	Date	Check No.	Amount
08/30	81954 *	2,670.83	09/05	82047	5,000.00
08/30	81956 *	5,078.31	09/06	82048	23.54
08/30	81960 *	3,262.42	09/06	82049	1,200.00
09/11	81963 *	5,737.50	09/01	82050	350.00
09/05	81965 *	2,440.00	09/05	82051	2,246.25
08/30	81966	165.77	08/30	82053 *	200.00
09/06	81986 *	271.25	08/31	82054	250.00
09/05	81987	237.68	09/22	82055	30.26
08/31	81992 *	123.09	09/05	82056	1,913.77
08/29	81993	174.10	09/06	82057	220.48
08/29	81994	209.98	09/01	82058	15,630.06
08/31	81995	128.48	08/30	82059	705.41
08/29	81996	225.37	09/05	82060	1,743.70
08/29	81997	281.61	09/05	82061	2,599.80
08/29	81998	179.49	09/01	82062	30,531.23
08/31	81999	788.03	09/01	82063	3,060.00
08/29	82008 *	1,657.38	09/07	82064	876.14
09/05	82011 *	1,000.00	09/07	82065	37.10
08/31	82014 *	119.46	09/07	82066	100.00
09/01	82015	2,100.00	09/11	82067	91.16
09/05	82017 *	713.14	09/07	82068	136.84
08/30	82018	85.00	08/29	82069	1,056.50
09/05	82019	876.79	09/05	82070	340.00
09/01	82020	931.74	08/31	82071	200.00
09/12	82021	160.00	09/08	82072	456.00
08/31	82022	300.30	09/01	82073	109.87
08/30	82023	85.19	09/01	82074	28.40
08/29	82024	1,793.97	09/01	82075	114.28
08/29	82025	467.70	09/01	82076	150.86
09/05	82026	748.88	09/06	82077	165.00
08/29	82027	906.71	09/05	82079 *	932.75
08/31	82028	536.84	09/11	82080	110.47
09/01	82029	217.28	09/01	82081	925.00
09/01	82031 *	240.00	09/11	82082	146.81
09/22	82032	240.00	09/01	82083	313.82
08/29	82033	1,333.18	08/29	82084	100.00
09/01	82034	32.00	09/05	82085	7,161.64
08/29	82035	2,688.24	08/29	82087 *	275.88
09/05	82036	429.10	08/29	82088	976.27
08/31	82037	300.00	09/05	82089	128.52
09/07	82038	545.00	09/05	82090	825.00
09/14	82039	99.00	09/01	82091	1,100.00
08/30	82040	11,974.19	09/07	82092	270.00
09/01	82042 *	125.00	09/01	82093	343.08
08/31	82043	334.20	09/05	82094	225.00
08/30	82044	337.94	09/05	82095	313.77
08/31	82045	452.23	08/31	82096	406.70
09/05	82046	344.67	09/07	82097	300.00

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Date	Check No.	Amount	Date	Check No.	Amount
09/05	82098	240.75	09/13	82151	86.81
08/30	82099	1,022.12	09/05	82152	2,800.95
08/29	82100	1,337.91	08/30	82153	618.10
08/30	82101	165.00	09/01	82154	447.80
09/06	82102	3,053.16	09/06	82155	72.00
08/29	82103	435.00	09/01	82156	139.97
09/01	82104	101.40	08/30	82157	1,478.10
08/31	82105	279.40	09/01	82158	125.00
09/01	82106	2,788.42	09/01	82159	5,132.14
08/30	82107	1,694.50	09/06	82160	865.00
09/14	82108	740.00	09/05	82161	1,216.91
09/12	82109	39.94	09/06	82162	335.63
08/30	82110	2,217.26	09/06	82163	70.46
08/30	82111	273.23	08/31	82164	1,050.74
09/12	82112	110.00	09/06	82165	3,515.82
09/01	82113	243.40	08/29	82166	42.61
09/18	82114	108.15	08/29	82168 *	84.15
09/06	82115	53.50	08/31	82169	43.63
08/30	82116	142.53	08/29	82170	113.46
08/29	82117	783.90	08/29	82171	97.94
09/05	82118	30.60	08/29	82172	1,918.38
08/30	82119	515.10	08/29	82173	1,516.83
08/30	82121 *	396.79	09/05	82174	315.47
09/05	82122	6,400.00	09/05	82175	582.54
08/29	82123	766.81	08/29	82176	308.84
08/29	82126 *	362.27	09/08	82177	1,192.06
09/07	82127	375.00	08/31	82178	200.00
09/05	82129 *	173.78	09/19	82179	7,123.41
08/30	82130	521.35	08/30	82180	159.99
09/06	82131	162.89	09/01	82182 *	375.00
08/31	82132	106.33	08/31	82183	235.96
09/01	82133	1,538.71	09/26	82184	200.00
08/31	82134	250.00	09/01	82185	5,040.00
09/05	82135	1,120.00	09/05	82186	500.00
09/06	82136	185,329.72	09/25	82190 *	300.00
09/05	82137	19,804.53	08/29	82191	337.33
09/01	82138	2,859.51	08/31	82192	2,318.80
08/30	82139	562.10	08/30	82193	99.43
08/30	82140	1,718.37	08/29	82194	310.41
08/29	82141	708.88	09/01	82195	213.87
09/11	82142	256.17	09/13	82197 *	720.00
08/29	82143	145.55	08/31	82200 *	1,097.90
08/29	82144	770.11	08/30	82201	356.10
09/06	82145	4,590.00	08/30	82202	88.50
09/01	82147 *	171.20	09/01	82203	2,293.15
08/29	82148	578.29	09/01	82204	497.36
08/29	82149	92.00	08/29	82205	1,395.11
09/07	82150	1,232.00	09/01	82206	199,467.41

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Date	Check No.	Amount	Date	Check No.	Amount
09/05	82207	452.27	09/05	82257	9,388.22
08/30	82208	166.36	09/11	82258	8,767.05
09/25	82209	302.53	09/06	82259	14,574.17
08/29	82210	535.05	09/05	82260	17,199.14
08/29	82212 *	517.24	09/06	82261	7,883.00
10/02	82214 *	130.15	09/07	82262	12,305.01
08/31	82215	339.77	09/05	82263	16,196.66
09/21	82216	291.54	09/05	82264	16,312.50
09/05	82217	189.59	09/05	82265	25,189.04
09/05	82218	404.44	09/05	82266	14,493.07
08/29	82219	986.12	09/01	82267	14,230.64
09/06	82220	221.63	09/06	82268	11,302.23
09/12	82221	272.68	09/06	82269	17,045.31
09/01	82222	373.91	09/06	82270	14,217.01
09/07	82223	343.19	09/06	82271	9,528.00
09/01	82224	38,043.14	09/06	82272	14,949.12
08/29	82225	66.82	09/06	82273	16,559.86
08/31	82226	225,397.68	09/08	82274	22,674.95
09/01	82227	250.25	09/06	82275	21,893.20
09/18	82228	150.00	09/06	82276	16,776.29
08/29	82229	239.84	09/06	82277	41,946.09
08/30	82230	117.70	09/07	82278	26,326.41
09/06	82231	200.00	09/06	82279	17,841.70
08/29	82232	11,377.50	09/07	82280	11,969.88
08/29	82233	17,784.00	09/05	82281	14,986.02
08/29	82234	3,001.11	09/05	82282	16,148.04
09/01	82235	5,188.00	09/08	82283	11,837.87
08/29	82236	5,000.00	09/06	82284	11,602.20
09/20	82237	4,000.00	09/06	82285	11,499.34
09/18	82238	18,189.00	09/07	82286	14,080.00
08/29	82239	1,613.74	09/05	82287	10,920.75
09/11	82240	4,500.00	09/06	82288	14,560.11
09/06	82241	25,224.24	09/08	82289	17,500.29
09/05	82242	10,495.74	09/05	82290	14,168.04
09/06	82243	11,475.00	09/22	82291	10,341.55
09/05	82244	14,469.35	09/07	82292	11,702.23
09/05	82245	21,313.25	09/07	82293	9,802.15
09/06	82246	17,303.32	09/05	82294	7,643.18
09/05	82247	15,001.65	09/06	82295	800.00
09/08	82248	14,398.21	09/06	82296	17,844.77
09/06	82249	22,613.48	09/05	82297	11,382.93
09/06	82250	12,976.43	09/07	82298	11,085.48
09/06	82251	11,184.66	09/05	82299	2,000.00
09/07	82252	11,600.00	09/05	82300	18,168.70
09/12	82253	18,558.11	09/07	82301	13,234.61
09/05	82254	18,676.89	09/06	82302	11,967.36
09/05	82255	12,825.04	09/05	82303	15,526.40
09/08	82256	20,122.69	09/05	82304	14,540.57

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Date	Check No.	Amount	Date	Check No.	Amount
09/07	82305	17,603.39	09/21	82355	2,048.78
09/06	82306	15,635.00	09/15	82356	328.45
09/11	82307	15,559.29	09/15	82357	171.95
09/11	82308	224.59	09/11	82358	26.65
09/20	82309	386.35	09/11	82359	225.90
09/06	82310	2,768.00	09/08	82360	2,696.21
09/08	82311	1,758.56	09/08	82361	9,186.06
09/12	82312	700.00	09/07	82362	8,160.38
09/11	82313	829.50	09/07	82363	3,976.29
09/11	82314	3,826.00	09/14	82364	8,855.45
09/11	82315	284.81	09/07	82365	674.10
09/13	82316	1,670.47	09/13	82366	117.24
09/08	82317	243.59	09/08	82367	6,523.36
09/07	82318	337.45	09/08	82368	4,153.34
09/12	82319	195.00	09/14	82369	1,472.32
09/07	82320	52.54	09/11	82370	2,582.81
09/13	82321	424.68	09/12	82371	247.35
09/06	82322	1,271.90	09/05	82372	86.38
09/18	82323	490.00	09/05	82373	28.57
09/11	82324	439.96	09/05	82374	74.62
09/21	82325	20,878.28	09/05	82375	97.33
09/20	82326	595.00	09/05	82376	65.27
09/12	82328 *	22,565.03	09/06	82377	568.89
09/07	82329	240.00	09/05	82378	6,986.41
09/08	82330	993.08	09/15	82379	1,865.50
09/12	82331	1,566.92	09/18	82380	58.44
09/12	82332	123.83	09/08	82381	2,310.80
09/18	82333	292.27	09/21	82383 *	146.81
09/12	82334	642.50	09/08	82384	394.09
09/11	82335	4,000.20	09/07	82385	182.74
09/22	82336	480.00	09/11	82386	100.00
09/12	82337	21.38	09/08	82387	190.10
09/05	82339 *	266.34	09/07	82388	385.00
09/11	82340	2,500.00	09/05	82389	815.58
09/07	82341	1,214.38	09/06	82390	3,444.36
09/06	82342	145.75	09/13	82391	128.52
09/11	82343	564.00	09/22	82392	610.00
09/08	82344	212.00	09/08	82393	2,500.00
09/21	82345	225.00	09/13	82394	251.13
09/29	82346	148.47	09/11	82395	10,000.00
09/12	82347	142.21	09/19	82396	400.00
09/06	82348	94.02	09/11	82397	225.00
09/06	82349	428.27	09/11	82398	229.00
09/06	82350	669.03	09/15	82399	805.87
09/08	82351	7,328.00	09/12	82400	38,799.46
09/15	82352	275.00	09/11	82401	324.90
09/18	82353	140.00	09/14	82402	150.00
09/15	82354	210.00	09/14	82403	150.00

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ANTHONY'S PIZZA HOLDING COMPANY LLC
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Date	Check No.	Amount	Date	Check No.	Amount
09/11	82404	145.00	09/12	82456	1,967.52
09/08	82405	100.00	09/06	82457	537.05
09/12	82407 *	10,741.93	09/13	82458	480.00
09/05	82408	1,348.32	09/07	82459	5,063.61
09/19	82411 *	19.97	09/13	82460	1,639.77
09/06	82412	1,728.41	09/12	82461	434.98
09/11	82413	206.40	09/11	82462	770.18
09/18	82414	90.00	09/11	82463	525.00
09/19	82415	107.00	09/14	82464	5,807.95
09/13	82416	91.80	09/11	82465	4,846.83
09/06	82417	791.85	09/18	82466	831.74
09/12	82418	6,826.01	09/18	82467	47.29
09/06	82420 *	1,944.70	09/18	82468	2,094.60
09/06	82421	3,841.76	09/11	82469	4,784.00
09/11	82422	75.00	09/19	82470	509.53
09/11	82423	12,355.00	09/11	82471	1,161.88
09/25	82424	149.08	09/05	82472	529.19
09/06	82425	567.68	09/21	82473	6,213.84
09/06	82426	331.46	10/02	82474	310.97
09/05	82427	754.72	09/07	82475	100.00
09/12	82428	253.32	09/21	82476	1,672.07
09/07	82429	388.22	09/07	82477	134.99
09/12	82430	536.56	09/14	82478	250.00
09/18	82431	153.10	09/11	82479	200.00
09/12	82432	123.59	09/15	82480	3,592.50
09/13	82433	316.70	09/11	82481	953.26
09/12	82434	112.96	09/06	82483 *	356.46
09/12	82435	378.21	09/06	82485 *	650.16
09/07	82436	250.00	09/07	82486	154.75
09/12	82437	2,016.00	09/06	82487	2,483.65
09/12	82438	188,185.52	09/06	82488	350.00
09/05	82439	4,891.43	09/11	82490 *	256.00
09/15	82440	18,005.00	09/05	82496 *	690.51
09/18	82441	665.10	09/06	82498 *	627.01
09/15	82442	59.92	09/12	82499	300.00
09/06	82443	448.00	09/06	82500	1,188.53
09/28	82444	160.00	09/18	82501	80.00
09/11	82445	1,122.26	09/06	82502	1,415.09
09/05	82446	395.25	09/08	82503	2,011.78
09/12	82447	210.00	09/06	82504	90.23
09/05	82448	382.00	09/11	82505	125.75
09/14	82449	1,833.96	09/05	82506	37.76
09/11	82450	164.30	09/05	82507	2,362.55
09/13	82451	2,583.58	09/11	82508	400.00
09/05	82452	361.00	09/11	82509	1,743.70
09/13	82453	185.00	09/06	82510	2,154.00
09/13	82454	215.22	09/06	82511	1,418.70
09/19	82455	2,159.17	09/19	82512	1,700.00

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Date	Check No.	Amount	Date	Check No.	Amount
09/14	82513	120.00	09/12	82563	177.02
09/06	82514	1,128.80	09/18	82564	865.00
09/06	82515	435.00	09/20	82565	14,003.66
09/06	82516	121.00	09/15	82566	80.00
09/05	82517	367.17	09/18	82567	133.75
09/12	82518	88.00	09/15	82568	882.79
09/06	82519	726.90	09/19	82570 *	132.92
09/08	82520	288.34	09/15	82571	179,860.37
09/05	82521	366.70	09/18	82572	1,244.89
09/08	82522	754.48	09/19	82573	137.80
09/07	82523	656.85	09/19	82574	65.00
09/12	82524	214.12	09/18	82575	403.34
09/18	82525	364.44	09/27	82576	90.00
09/06	82526	671.84	09/18	82577	208.46
09/18	82527	463.29	09/18	82578	3,772.00
09/18	82528	595.62	09/18	82579	748.20
09/14	82529	871.56	09/18	82580	65.57
09/07	82530	205.60	09/15	82581	893.00
09/12	82532 *	142.31	09/20	82582	9,900.00
09/14	82533	967.40	09/20	82584 *	120.00
09/18	82534	607.77	09/19	82585	102.51
09/12	82535	383.63	09/28	82586	189.47
09/20	82536	173.43	09/29	82587	240.00
09/07	82537	8,269.70	09/19	82589 *	1,198.51
09/05	82538	78.62	09/18	82590	79.50
09/05	82539	24.59	09/18	82592 *	849.35
09/06	82540	1,029.38	09/20	82593	466.99
09/07	82541	540.10	09/29	82594	150.00
09/12	82542	267.05	09/22	82595	270.00
09/07	82544 *	50.91	09/19	82597 *	80.00
08/31	82545	6,168.22	09/19	82598	80.00
09/07	82546	40.00	09/28	82599	1,681.71
09/07	82547	2,009.45	09/15	82600	172.14
09/14	82548	240.00	09/26	82601	4,750.00
09/11	82549	213,411.92	09/29	82602	125.00
09/15	82550	39,967.65	09/15	82604 *	174.61
09/08	82551	222,821.34	09/20	82605	764.43
09/06	82552	1,023.90	09/18	82606	406.36
09/06	82553	975.40	09/18	82607	1,180.00
09/06	82554	687.92	09/19	82608	100.58
09/05	82555	816.37	09/18	82610 *	105.00
09/18	82556	193.50	09/21	82611	991.53
09/12	82557	139.43	09/19	82612	744.29
09/18	82558	154.75	09/27	82613	262.50
09/12	82559	312.39	09/18	82614	525.34
09/12	82560	208.05	09/19	82615	1,046.04
09/08	82561	974.96	09/18	82616	64.73
09/14	82562	400.82	09/18	82617	643.50

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Date	Check No.	Amount	Date	Check No.	Amount
09/22	82620 *	80.00	09/27	82670	75.00
09/18	82621	338.98	09/18	82671	137.51
09/21	82622	45.31	09/26	82672	74.20
09/19	82623	5,829.72	09/18	82673	2,030.05
09/21	82624	1,381.58	09/19	82675 *	400.00
09/19	82625	6,894.72	09/21	82676	255.00
09/19	82626	4,175.94	09/18	82677	1,940.72
09/20	82627	1,267.90	09/15	82678	2,329.68
09/18	82628	337.05	09/25	82679	80.00
09/18	82629	3,188.00	09/19	82680	561.18
09/20	82630	133.74	09/19	82681	5,550.00
09/20	82631	3,254.66	09/19	82682	1,162.09
09/25	82632	251.22	09/18	82683	48.15
09/27	82633	181.38	09/18	82684	1,249.35
09/20	82634	380.17	09/20	82685	61.76
09/19	82635	1,270.33	09/19	82686	2,698.87
09/27	82636	200.00	09/19	82687	3,441.57
09/19	82637	150.00	09/21	82688	84.73
09/19	82638	335.00	09/18	82689	4.77
09/18	82639	396.65	09/22	82690	138.94
09/15	82640	173.64	09/15	82691	982.80
09/12	82641	8,771.97	09/20	82692	30.60
09/19	82642	2,423.75	09/18	82694 *	569.35
09/19	82643	141.08	09/14	82695	798.02
09/25	82644	35.00	09/19	82696	235.68
09/18	82645	1,282.00	09/18	82697	304.81
10/02	82646	80.00	09/18	82699 *	1,015.26
09/19	82648 *	80.00	09/18	82700	332.07
09/19	82649	182.64	09/20	82701	391.03
09/19	82650	100.00	09/20	82702	633.81
09/18	82651	80.00	09/20	82703	10,419.89
09/18	82652	525.83	09/18	82704	192.10
09/15	82653	166.95	09/15	82705	789.69
09/15	82654	1,187.12	09/15	82706	328.65
09/19	82655	128.52	09/18	82707	613.05
09/19	82656	52.67	09/15	82708	542.00
09/18	82657	935.00	09/11	82709	1,500.00
09/27	82658	33.50	09/15	82710	218.20
09/18	82659	814.00	09/18	82711	544.05
09/18	82660	80.00	09/19	82712	1,457.30
09/18	82661	150.00	09/21	82713	125.00
09/15	82662	752.40	09/18	82714	278.04
09/26	82663	25.00	09/18	82715	78.95
09/15	82665 *	1,859.70	09/18	82716	621.84
09/15	82666	862.11	09/15	82717	31,131.45
09/28	82667	80.00	09/13	82718	77.04
09/21	82668	1,649.98	09/18	82719	1,426.87
09/20	82669	74.16	09/11	82720	2,846.93

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Date	Check No.	Amount	Date	Check No.	Amount
09/19	82721	95.66	09/21	82771	547.19
09/19	82722	106.42	09/19	82772	250.00
09/18	82723	421.34	09/18	82775 *	80.00
09/29	82724	220.00	09/19	82776	120.00
09/20	82725	523.68	09/19	82777	1,537.02
09/26	82726	295.00	09/21	82779 *	5,000.00
09/26	82727	350.99	09/20	82780	6,993.64
09/15	82728	112.50	09/26	82781	86.90
09/14	82729	35.38	09/19	82782	296.80
09/19	82730	697.81	09/19	82783	80.00
09/15	82731	378.00	09/27	82786 *	1,056.29
09/22	82732	477.75	09/22	82787	228.12
09/18	82733	268.50	10/02	82788	150.00
09/21	82734	845.52	09/21	82789	7,076.56
09/19	82735	98.33	09/22	82790	200.00
09/19	82736	3,039.85	09/20	82792 *	568.42
09/15	82737	895.58	09/19	82793	1,550.00
09/18	82738	48.94	09/25	82795 *	5,406.00
09/26	82739	150.00	09/27	82796	175.00
09/15	82740	512.54	09/25	82797	4,338.00
09/15	82741	101.44	09/21	82798	216.35
09/26	82742	262.50	09/27	82799	816.88
09/18	82743	971.61	09/25	82800	111.51
09/12	82744	2,261.59	09/25	82802 *	651.42
09/15	82745	197.68	09/26	82803	41.21
09/15	82746	1,568.06	09/25	82804	10,350.00
09/15	82747	1,059.26	09/26	82805	149.00
09/19	82748	1,010.80	09/28	82806	130.05
09/18	82749	514.30	09/29	82807	264.38
09/18	82750	520.10	09/27	82808	640.00
09/15	82751	80.00	09/25	82809	400.00
09/15	82752	591.00	09/21	82810	84.30
09/18	82753	108.01	09/22	82812 *	315.00
09/18	82754	36.47	09/26	82813	1,389.21
09/19	82755	218,400.82	09/26	82814	308.41
09/19	82756	41,656.94	09/26	82815	140.00
09/19	82757	2,673.87	09/26	82817 *	143.09
09/19	82758	300.00	09/26	82818	1,400.00
09/21	82759	171,224.42	09/26	82820 *	94,608.32
09/26	82760	25.68	09/22	82821	276.00
09/19	82761	452.00	09/22	82822	642.69
09/27	82763 *	80.00	09/29	82824 *	240.00
10/02	82764	1,961.50	10/02	82827 *	250.00
09/19	82765	703.10	09/25	82828	724.59
09/18	82766	232,105.00	09/26	82829	1,046.04
09/18	82767	346.13	09/25	82830	48.78
09/20	82769 *	1,840.40	09/28	82831	42.76
09/27	82770	75.00	09/29	82832	106.00

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09/25	82833	110.00	09/25	82896	3,230.00
09/22	82834	246.26	09/26	82897	1,332.70
09/25	82835	448.50	10/02	82898	250.00
09/25	82837 *	1,540.00	09/29	82899	150.00
09/27	82838	72.76	09/28	82900	819.61
09/25	82839	20.83	09/27	82903 *	63.60
09/22	82840	52.97	09/26	82904	3,867.56
09/25	82841	1,347.75	09/27	82906 *	65.00
09/25	82842	5,576.60	09/25	82907	436.95
09/25	82845 *	904.54	09/25	82908	2,968.05
09/26	82846	4,135.95	09/25	82909	435.00
09/22	82847	285.00	09/25	82910	101.40
09/25	82849 *	1,490.32	09/27	82911	1,185.00
09/29	82850	84.70	09/29	82912	59.91
09/25	82854 *	190.24	09/25	82913	1,970.91
09/25	82855	4,252.96	09/25	82914	65.18
09/21	82857 *	10,049.70	09/25	82915	391.35
09/26	82858	35.00	09/29	82916	138.94
09/25	82859	99.43	09/22	82917	1,327.74
09/25	82860	1,206.00	09/27	82918	153.00
09/25	82862 *	2,581.11	09/26	82919	286.87
09/22	82863	1,749.45	10/02	82920	197.88
09/25	82864	4,736.20	09/25	82921	497.66
09/27	82865	78.02	09/22	82922	647.27
09/26	82868 *	9.00	09/21	82923	336.72
09/28	82869	284.90	10/02	82924	250.00
09/25	82870	75.29	09/26	82925	288.90
09/28	82871	120.00	09/28	82926	357.65
09/25	82872	166.90	09/27	82927	684.89
09/26	82873	200.00	09/27	82928	207.79
09/20	82874	1,659.78	09/27	82929	723.83
09/22	82875	90.00	09/22	82930	558.68
09/25	82876	367.85	10/02	82931	423.83
10/02	82877	1,541.73	09/27	82932	143.89
09/28	82878	146.81	09/22	82933	251.16
09/26	82880 *	250.00	09/22	82934	768.24
09/25	82881	951.99	09/28	82935	394.96
09/27	82882	787.67	09/25	82936	333.62
09/25	82883	100.00	09/25	82937	480.34
09/25	82884	100.00	09/27	82938	400.62
09/25	82888 *	32.13	09/29	82939	109.56
09/27	82889	74.81	09/27	82940	119.06
09/25	82890	24.00	09/29	82941	162.96
09/26	82891	89.55	10/02	82942	138.32
09/28	82892	500.00	09/28	82943	322.37
09/25	82893	5,525.56	10/02	82944	146.67
09/25	82894	3,155.00	09/27	82945	233.24
09/25	82895	1,807.63	09/27	82946	212.29

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Date	Check No.	Amount	Date	Check No.	Amount
09/28	82948 *	156.37	09/26	83032	149,480.06
09/27	82949	567.87	09/25	83033	224,326.01
09/28	82950	249.47	09/25	83039 *	250.00
09/28	82951	559.83	09/25	83040	160.62
09/22	82952	1,328.60	09/25	83041	6,420.00
09/28	82953	299.15	09/26	83042	5,000.00
09/22	82956 *	1,483.77	09/25	83043	682.39
09/25	82957	1,596.00	10/02	83044	123.00
09/26	82958	4,620.54	09/28	83045	2,692.20
09/25	82959	9,606.86	10/02	83046	124.01
09/26	82960	3,921.00	09/28	83047	356.24
09/25	82961	324.00	09/29	83048	312.32
10/02	82962	576.50	09/29	83049	1,796.44
09/26	82963	250.00	09/29	83050	1,056.65
09/25	82964	27.57	09/29	83055 *	65.00
09/25	82965	10,416.67	09/29	83056	773.45
09/25	82966	40.56	09/28	83058 *	1,917.85
09/22	82967	616.89	09/29	83060 *	452.23
09/26	82968	750.00	09/29	83062 *	758.07
09/22	82970 *	346.15	10/02	83063	40.00
09/27	82971	105.00	09/29	83064	2,055.50
09/25	82972	596.86	09/29	83066 *	12,200.56
09/26	82973	270.00	10/02	83067	1,619.82
09/29	82974	2,380.00	09/29	83068	1,018.78
09/25	82975	6,420.00	09/29	83069	908.92
09/22	82976	225.02	09/29	83070	1,746.08
09/27	82978 *	95.27	09/29	83072 *	634.65
09/25	82979	1,974.70	09/27	83073	1,256.20
09/27	82980	495.00	09/28	83076 *	238.58
09/25	82981	972.05	09/28	83077	79.46
09/22	82982	1,571.88	09/28	83078	95.24
09/25	82983	453.87	09/26	83079	17,551.89
09/26	82984	937.25	09/22	83080	6,050.00
09/25	82986 *	23,969.50	09/28	83081	26,839.82
09/25	82987	350.00	10/02	83082	549.19
09/26	82988	321.00	09/29	83083	889.46
09/26	82989	1,518.00	09/22	83084	7,400.00
09/25	82990	1,684.35	09/28	83085	1,440.90
09/25	82991	269.08	09/29	83088 *	240.75
09/26	82992	1,703.63	09/28	83090 *	2,215.02
09/25	82993	418.99	09/29	83092 *	232.10
09/21	83022 *	14,007.66	09/29	83093	613.40
09/25	83023	1,174.79	09/29	83094	1,049.65
09/21	83025 *	7,189.00	09/29	83095	229.85
09/21	83026	11,329.50	09/29	83097 *	1,619.50
09/26	83029 *	250,336.56	10/02	83099 *	140.67
09/27	83030	464.80	09/28	83100	234.70
09/25	83031	47,254.23	09/29	83101	782.05

Regions Bank
 East Commercial Blvd
 2660 East Commercial Blvd
 Fort Lauderdale, FL 33308

ANTHONY'S PIZZA HOLDING COMPANY LLC
 200 W CYPRESS CREEK RD STE 220
 FORT LAUDERDALE FL 33309-2175

ACCOUNT #

0213742078

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CHECKS (CONTINUED)

Date	Check No.	Amount	Date	Check No.	Amount
10/02	83102	276.88	09/28	83157 *	159.99
09/28	83103	1,313.62	09/28	83158	200.00
09/28	83104	396.72	10/02	83159	2,611.82
09/29	83105	9,543.46	10/02	83162 *	13,746.27
10/02	83107 *	213.29	10/02	83164 *	4,028.00
10/02	83108	128.23	10/02	83166 *	16,344.00
10/02	83109	573.49	10/02	83167	72.31
09/27	83112 *	385.36	10/02	83171 *	1,322.79
10/02	83113	385.10	10/02	83185 *	1,908.50
10/02	83115 *	343.06	10/02	83197 *	2,324.80
10/02	83116	130.59	10/02	83198	674.10
10/02	83120 *	106.57	10/02	83199	2,781.55
10/02	83125 *	251.42	10/02	83206 *	1,115.90
09/27	83128 *	1,615.45	10/02	83208 *	45.58
09/29	83129	1,214.06	10/02	83210 *	12,947.25
09/28	83130	6,000.19	10/02	83212 *	951.55
09/29	83131	1,012.10	10/02	83226 *	1,628.39
09/29	83132	1,521.69	10/02	83235 *	406.77
09/28	83133	489.55	10/02	83242 *	12,360.61
09/28	83134	442.70	10/02	83243	1,885.27
09/28	83135	1,042.20	10/02	83252 *	26.75
09/28	83136	931.98	10/02	83253	513.50
09/29	83137	804.00	10/02	83258 *	1,371.25
09/28	83138	331.00	10/02	83269 *	1,600.99
09/28	83139	437.10	10/02	83274 *	17,468.00
09/29	83141 *	309.04	10/02	83276 *	227.99
09/29	83142	1,066.52	10/02	83277	1,560.78
09/28	83143	104.55	10/02	83286 *	300.00
09/28	83144	44.06	10/02	83287	708.79
09/28	83145	88.36	10/02	83289 *	203.69
09/29	83146	101.19	10/02	83303 *	196,598.88
09/28	83147	79.78	10/02	83304	5,000.00
09/29	83148	45.19	09/29	83326 *	157.94
09/29	83149	88.93	10/02	83333 *	8,729.25
09/28	83150	93.53	10/02	83361 *	1,088.54
09/29	83151	2,068.99	10/02	83369 *	679.57
09/29	83152	1,485.96	10/02	83370	667.66
09/28	83153	200.00	08/30	92128 *	130.84

Total Checks \$5,650,748.08

* Break In Check Number Sequence.

DAILY BALANCE SUMMARY

Date	Balance	Date	Balance	Date	Balance
08/29	1,353,252.70	09/05	569,232.42	09/11	636,477.02
08/30	1,715,523.95	09/06	409,280.22	09/12	592,995.30
08/31	8,593.00	09/07	196,752.88	09/13	812,887.30
09/01	10,745.00	09/08	91,184.52	09/14	4,782.00

Regions Bank
East Commercial Blvd
2660 East Commercial Blvd
Fort Lauderdale, FL 33308

ANTHONY'S PIZZA HOLDING COMPANY LLC
200 W CYPRESS CREEK RD STE 220
FORT LAUDERDALE FL 33309-2175

ACCOUNT #

0213742078

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DAILY BALANCE SUMMARY (CONTINUED)

<u>Date</u>	<u>Balance</u>	<u>Date</u>	<u>Balance</u>	<u>Date</u>	<u>Balance</u>
09/15	4,652.00	09/21	110,210.10	09/27	957,779.06
09/18	340,983.80	09/22	108,413.29	09/28	4.00
09/19	385,586.94	09/25	893,679.18	09/29	20,597.00
09/20	182,670.75	09/26	517,048.66	10/02	19,236.00

**You may request account disclosures containing
terms, fees, and rate information (if applicable)
for your account by contacting any Regions office.**

**You may save a considerable amount of money by
refinancing your mortgage. If you haven't checked it out,
call your PFS officer for Regions' low rates today!**

**For all your banking needs, please call 1-800-REGIONS (734-4667)
or visit us on the Internet at www.regions.com (TTY/TDD 1-800-374-5791).**



Thank You For Banking With Regions!
2017 Regions Bank Member FDIC. All loans subject to credit approval.

Easy Steps to Balance Your Account

4a List any checks, payments, transfers or other withdrawals from your account that are not on this statement.

		Checking Account
1.	Write here the amount shown on statement for ENDING BALANCE	\$
2.	Enter any deposits which have not been credited on this statement.	\$ +
3.	Total lines 1 & 2	\$ =
4.	Enter total from 4a (column on right side of page)	\$ -
5.	Subtract line 4 from line 3. This should be your checkbook balance.	\$ =

Check No.	Amount	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
Total Enter in Line 4 at Left	\$	

The law requires you to use "reasonable care and promptness" in examining your bank statement and any checks sent with it and to report to the Bank an unauthorized signature (i.e., a forgery), any alteration of a check, or any unauthorized endorsement. You must report any forged signatures, alterations or forged endorsements to the Bank within the time periods specified under the Deposit Agreement. If you do not do this, the Bank will not be liable to you for the losses or claims arising from the forged signatures, forged endorsements or alterations. Please see the Deposit Agreement for further explanation of your responsibilities with regard to your statement and checks. A copy of our current Deposit Agreement may be requested at any of our branch locations.

Summary of Our Error Resolution Procedures
In Case of Errors or Questions About Your Electronic Transfers
Telephone us toll-free at 1-800-734-4667
or write us at
Regions Electronic Funds Transfer Services
Post Office Box 413
Birmingham, Alabama 35201

Please contact Regions as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on your statement. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number.
- (2) Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

(3) Tell us the dollar amount of the suspected error.
If you tell us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question (ninety (90) days for POS transactions or for transfers initiated outside of the United States). If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error. If, after the investigation, we determine that no bank error occurred, we will debit your account to the extent previously credited. If we ask you to put your complaint in writing and we do not receive it within ten (10) business days, we may not credit your account.

New Accounts- If an alleged error occurred within thirty (30) days after your first deposit to your account was made, we may have up to ninety (90) days to investigate your complaint, provided we credit your account within twenty (20) business days for the amount you think is in error. If we decide there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

documents that we used in our investigation.

FOR QUESTIONS CONCERNING THIS STATEMENT OR FOR VERIFICATION OF A PREAUTHORIZED DEPOSIT, PLEASE CALL THE PHONE NUMBER ON THE REVERSE SIDE OF THIS STATEMENT OR VISIT YOUR NEAREST REGIONS LOCATION.

ADJ - Adjustment	RI - Return Item	CR - Credit	SC - Service Charge	OD - Overdrawn
EB - Electronic Banking	NSF - Nonsufficient Funds	APY - Annual Percentage Yield	FWT - Federal Withholding Tax	*Break in Number Sequence

LEASE AGREEMENT

LEASE

THIS LEASE AGREEMENT, DATED May 15, 2017 (the "Effective Date"), BY AND BETWEEN 9-27 NATICK LLC, a Massachusetts limited liability company with offices at c/o Crosspoint Associates, Inc., 300 Third Avenue, Suite 2, Waltham, Massachusetts 02451 (the "Landlord"), and ANTHONY'S COAL FIRED PIZZA OF NATICK LLC, a Massachusetts limited liability company with offices at 200 West Cypress Creek Road, Fort Lauderdale, Florida 33309 (the "Tenant").

WITNESSETH:

Landlord hereby leases to Tenant and Tenant takes from Landlord, those certain premises comprising approximately 3,040 square feet more or less (hereinafter referred to as the "Premises") located in a shopping center located at 881 Worcester Street, Natick, Massachusetts (the "Property") and consisting of two (2) buildings containing approximately 66,662 square feet in the aggregate, with all measurements being from the exterior of the outside walls and the centerline of demising walls. The Premises is approximately shown on a plan attached hereto as **Exhibit A**. Tenant shall have the non-exclusive right to use the Common Areas of the Property including but not limited to sidewalks, parking areas, walkways, trash removal areas, entrances, grounds and driveways in common with other tenants of the Property and others entitled thereto or to which Landlord may grant rights. Notwithstanding the foregoing description of the Premises, the building in which the Premises are to be located may consist solely of the Premises or such additional floors, other premises, stores and/or tenancies as Landlord may, from time to time, determine. This lease is made subject to all liens, encumbrances, easements, restrictions, covenants and zoning laws and regulations affecting or governing the Premises and/or the Property, provided the same do not, as of the date of this Lease, prevent the use and enjoyment of the Premises by Tenant for the purposes hereinafter stated.

1. TERM

The initial term of this Lease (hereinafter referred to as the "Term") shall be for ten (10) years, beginning on the Commencement Date (hereinafter defined) and expiring on the last day of the tenth (10th) Lease Year (as defined in Section 5 below), unless sooner terminated or extended as herein expressly provided. The "Commencement Date" shall occur upon completion of all of the following: (1) Landlord's Work being Substantially Complete (hereinafter defined); (2) Landlord having approved of Tenant's plans and specifications for Tenant's Work (as defined in **Exhibit C**) ("Tenant's Work Plans"); and (3) Landlord's delivery to Tenant of a fully-executed copy of this Lease. Tenant shall deliver Tenant's Work Plans to Landlord within sixty (60) days after the Effective Date and for each day of delay in Tenant so delivering Tenant's Work Plans, in addition to all other rights of remedies, Landlord shall have the right to extend on a day for day basis Landlord's delivery of the Premises obligations under this Lease. If the Commencement Date shall be other than the first day of a month, then the Term shall include the remainder of the month in which the Term would otherwise end. Upon the Commencement Date, the parties will execute a Commencement Letter in the form attached hereto as **Exhibit G**.

2. RENT COMMENCEMENT

Tenant's obligation to pay Fixed Rent (hereinafter defined) shall commence on the earlier of (i) the date that is one hundred eighty (180) days after the Commencement Date (such date shall be the "**Rent Commencement Date**") and (ii) the date when Tenant opens the Premises to the public for the Permitted Use. Fixed Rent shall be paid in monthly installments on the first day of each and every month in advance. If for any reason the Rent Commencement Date is other than the first day of a calendar month, Tenant shall pay, on the Rent Commencement Date, all Fixed Rent for the fractional month on a per diem basis, and thereafter Fixed Rent shall be paid in monthly installments on the first day of each month. Notwithstanding the foregoing, Additional Rent shall commence on the date the Premises are delivered to Tenant in accordance with Section 3 below.

Landlord and Tenant agree that (A) notwithstanding the Commencement Date all obligations set forth in this Lease which apply to periods prior to the Commencement Date shall begin on the execution of this Lease, and (B) notwithstanding the Rent Commencement Date, except for payment of Rent and the provisions of Article 7, all obligations of this Lease shall be in effect on the Commencement Date.

3. CONSTRUCTION

A. Landlord shall perform work to the Premises in accordance with the specifications annexed hereto as **Exhibit B ("Landlord's Work")** in compliance with all applicable laws, ordinances, rules, and regulations of any duly constituted governmental authority having jurisdiction thereof. Delivery of possession of the Premises by Landlord to Tenant shall be deemed to have been made on the date Landlord's Work is Substantially Complete. Tenant hereby acknowledges that the Premises are currently occupied by another tenant (the "**Existing Tenant**") pursuant to a lease by and between Landlord and the Existing Tenant, and that Landlord anticipates taking possession of the Premises from the Existing Tenant on or before December 1, 2017 (the "**Landlord Possession Date**"). Landlord shall use reasonable efforts to cause Landlord's Work to be Substantially Complete on or before the date that is one hundred eighty (180) days after the later of: (i) the Landlord Possession Date (or, at Landlord's election, such earlier date as Landlord may elect upon thirty (30) days' notice to Tenant); or (ii) the date that the Permits and Approvals are obtained; provided, however, that if Tenant elects to waive in writing Tenant's right to terminate this Lease for failure to obtain such Permits and Approvals, then the date of such waiver notice shall be deemed the date that the Permits and Approvals are obtained for purposes of this Section 3(A) (the "**Estimated Commencement Date**"). If Landlord's Work is not Substantially Complete on or before the Estimated Commencement Date for any reason, other than for delays caused by Tenant or due to force majeure (which shall include, for example, third party caused delays that are beyond the reasonable control of Landlord such as the failure of a utility company to timely perform its work) or the holding over of the Existing Tenant, then Tenant shall receive a rent credit of one-half (1/2) day of Fixed Rent (as hereinafter defined) for each day after the Estimated Commencement Date, accruing until the earlier of the date that Landlord's Work is Substantially Complete or the rent credit equals sixty (60) days of Fixed Rent. If Landlord's Work is not Substantially Complete on or before May 1, 2018, for any reason, other than for delays caused by Tenant or due to force majeure (which shall include, for example, third party caused delays that

are beyond the reasonable control of Landlord such as the failure of a utility company to timely perform its work), then Tenant shall have the option to terminate this Lease upon five (5) days prior written notice to Landlord, delivered at any time prior to the date on which Tenant receives notice from Landlord that Landlord's Work will be Substantially Complete within fifteen (15) days (provided that Landlord does, in fact, Substantially Complete within such fifteen (15) day period), whereupon this Lease shall be of no further force or effect and Tenant and Landlord shall be released from all obligations hereunder (except those that expressly survive a termination). "Substantially Complete" shall mean that all of the following conditions have been satisfied: (i) all of Landlord's Work including construction of improvements to the exterior facade required by Landlord have been completed substantially in accordance with specifications set forth on **Exhibit B-1** subject to work or items which do not materially interfere with the ability of Tenant to perform Tenant's Work (as defined in **Exhibit C**), and (ii) the Premises is available to Tenant for commencement of Tenant's Work. If Landlord and Tenant mutually determine it to be feasible, and subject to Landlord's right to withdraw consent, on such date as Landlord and Tenant may deem consistent with good construction practice, Landlord may make the Premises available to Tenant for commencement of Tenant's Work (which the parties intend will be the date the Landlord's Work is Substantially Complete). Excepting only Landlord's Work, the Premises shall be delivered to Tenant in absolute "AS IS" condition, and Tenant shall construct and complete the Premises in accordance with the immediately following sentence. Tenant agrees with respect to the performance of Tenant's Work that it will (a) perform such work strictly in accordance with Tenant's Work Plans, in a good and workmanlike manner in accordance with all applicable codes, laws, ordinances, rules, regulations and permits, and all manufacturer's recommendations as well as published industry standards and not damage, delay or interfere with the prosecution or completion of any work being performed by Landlord; (b) comply with all reasonable procedures and regulations prescribed by Landlord and communicated to Tenant from time to time for coordination of such work and activities with any work being performed by Landlord; and (c) shall not do or permit anything to be done that might create (or hinder the cessation thereof if extant) any work stoppage, picketing, or other labor disruption or dispute which would interfere with the construction or operation of any work or activities being conducted anywhere by Landlord or other tenants of the Property. If Tenant fails or refuses to comply with any of the foregoing obligations (set forth in items (a), (b), and (c)), Landlord may require Tenant to suspend immediately the performance of such work and activities, and such suspension shall not result in a delay in the Rent Commencement Date. Upon completion of Tenant's Work (and thereafter if Tenant performs any work modifying the exterior or structure of the Premises, all subject to the terms of this Lease), Tenant shall deliver to Landlord an "as-built" plan of the Premises and any other areas impacted by Tenant's Work or other work (the foregoing not being deemed a consent by Landlord to the performance of other work by Tenant), which "as-built" plan shall be properly certified to Landlord. Landlord hereby agrees to provide to Tenant a tenant improvement allowance (the "Allowance") of Ninety-One Thousand Two Hundred and 00/100 Dollars (\$91,200.00) (i.e., \$30.00 per rentable square foot of the Premises) for the performance of Tenant's Work. Provided that Tenant is not then in default of any of its obligations under this Lease, Landlord shall provide the Allowance to Tenant within thirty (30) days after Landlord's receipt of the last of (i) final lien waivers related to Tenant's Work, and (ii) verification of the cost of Tenant's Work in reasonable detail. In the event that Landlord fails to pay the Allowance to Tenant within said thirty (30) day period, and such failure continues for a period of ten (10) days after written notice thereof to Landlord that the Allowance was not paid when due, Tenant shall have the right to deduct the

amount of the unpaid Allowance out of succeeding Rent payments; provided, however, Tenant shall not deduct more than fifty percent (50%) of any single Rent payment.

B. Tenant shall use due diligence and commercially reasonable efforts (consistent with Tenant's normal business practices) to obtain the following approvals, licenses and permits for the construction of Tenant's improvements: (i) a building permit and (ii) all permits required for installation and operation of Tenant's prototypical signs as shown on **Exhibit D-1** attached hereto, provided that such prototypical signs shall comply with the provisions of Section 21 below (collectively, the **"Permits and Approvals"**). Tenant shall apply for promptly after execution of this Lease, and thereafter diligently pursue, the Permits and Approvals, and Landlord agrees to use commercially reasonable efforts to assist Tenant in obtaining the Permits and Approvals. All Permits and Approvals must be in a form, have a substance and be on and subject only to terms and conditions acceptable to Tenant in its reasonable business judgment, and in no event shall Tenant be required to accept any approval, license or permit that is in a form, in substance or subject to conditions not acceptable to Tenant in its reasonable business judgment. In the event that Tenant fails to obtain the Permits and Approvals on terms and conditions reasonably satisfactory to Tenant prior to that date that is one hundred eighty (180) days after the Effective Date (the **"Permit Deadline"**) then Tenant shall send notice of such failure to Landlord within five (5) business days after the expiration of the Permit Deadline (the **"Permitting Failure Notice"**). Landlord shall have the right, by notice (the **"Permitting Pursuit Notice"**) given to Tenant within ten (10) days after Landlord's receipt of the Permitting Failure Notice (the **"Permitting Takeover Period"**), to pursue the Permits and Approvals, in which event Tenant shall reasonably cooperate with Landlord in connection with such pursuit. In the event that Landlord fails to obtain the Permits and Approvals on or before the date that is ninety (90) days after Landlord sends the Permitting Pursuit Notice (the **"Outside Permitting Deadline"**), then either party shall have the right to terminate this Lease by giving written notice of termination to the other party on or before the fifth (5th) business day after the Outside Permitting Deadline, whereupon this Lease shall be of no further force or effect and Tenant and Landlord shall be released from all obligations hereunder (except those that expressly survive a termination). If Landlord does not timely send the Permitting Pursuit Notice as aforesaid, then Tenant shall have the right to terminate this Lease by giving written notice of termination to Landlord on or before the seventh (7th) day following Tenant's delivery of the Permitting Failure Notice, whereupon this Lease shall be of no further force or effect and Tenant and Landlord shall be released from all obligations hereunder (except those that expressly survive a termination).

C. In addition, Tenant shall use due diligence and commercially reasonable efforts (consistent with Tenant's normal business practices) to obtain the following approvals, licenses and permits for the operation of the Premises for the Permitted Use (as defined in Section 6): (A) an alcoholic beverage license to sell beer, wine and liquor, and (B) a common victualer license (**"Operational Permits"**), provided that, notwithstanding the fact that the Tenant may not be able to obtain the Operational Permits until Tenant's Work is completed, Tenant shall commence the process as soon after the date of this Lease as possible and thereafter diligently pursue the process so as to improve the likelihood of obtaining the Operational Permits. If notwithstanding Tenant's efforts Tenant, as a result of a general moratorium on the issuance of the Operational Permits, in good faith determines that the Operational Permits cannot be obtained by one hundred twenty (120) days after the later of (y) the date on which Landlord delivers possession of the Premises or (z) the date of

completion of Tenant's Work (the "**Operational Permit Deadline**"), then Tenant shall send notice of such failure to Landlord within five (5) business days after the expiration of the Operational Permit Deadline (the "**Operational Permitting Failure Notice**"). Landlord shall have the right, by notice to Tenant to extend the time period for Tenant to obtain the Operational Permits for up to one hundred eighty (180) days (the "**Operational Permitting Period Extension**"). Notwithstanding the foregoing, if Tenant fails to obtain the Operational Permits by the Operational Permit Deadline or, if applicable the Operational Permitting Period Extension, Landlord may elect to seek the Operational Permits by notice (the "**Operational Permitting Pursuit Notice**") given to Tenant within ten (10) days after Landlord's receipt of the Operational Permitting Failure Notice (the "**Operational Permitting Takeover Period**") or, if applicable, the end of the Operational Permitting Period Extension, to pursue the Operational Permits, in which event Tenant shall reasonably cooperate with Landlord in connection with such pursuit or, as an alternative, Landlord may extend the period for Tenant to obtain the Operational Permits by up to one hundred eighty (180) days (after which Landlord again shall have the right to seek the Operational Permits as set forth herein). In the event that Landlord fails to obtain the Operational Permits on or before the date that is ninety (90) days after Landlord sends the Operational Permitting Pursuit Notice (the "**Outside Operational Permitting Deadline**"), then either party shall have the right to terminate this Lease by giving written notice of termination to the other party on or before the fifth (5th) business day after the Outside Operational Permitting Deadline, whereupon this Lease shall be of no further force or effect and Tenant and Landlord shall be released from all obligations hereunder (except those that expressly survive a termination). If Landlord does not timely send the Operational Permitting Pursuit Notice as aforesaid, then Tenant shall have the right to terminate this Lease by giving written notice of termination to Landlord on or before the seventh (7th) day following Tenant's delivery of the Operational Permitting Failure Notice, whereupon this Lease shall be of no further force or effect and Tenant and Landlord shall be released from all obligations hereunder (except those that expressly survive a termination).

D. Any access or possession by Tenant prior to the commencement of the Term shall, except for the payment of Rent, as hereinafter defined, be on and subject to all the other terms, provisions, covenants, and conditions of this Lease.

E. Tenant shall have no right to cancel this Lease, seek a diminution of Rent, sue for damages, or assert any other contractual, legal or equitable remedy based on either a claim that Landlord failed to deliver possession of the Premises in accordance with the terms of this Lease or based on a claim that the size, location, layout, dimensions or construction of the building in which the Premises are located or service areas (if any), sidewalks, parking, or other common facilities to be furnished by Landlord were not completed or furnished in accordance with the terms of this Lease, except that Tenant may seek repair of any latent defects in Landlord's Work provided, however, that Tenant notifies Landlord of same within one (1) year following the Commencement Date. Upon the commencement of Tenant's Work, Tenant shall be deemed to have certified to Landlord and the holder of any mortgage to which this Lease is, or shall thereafter be, subject and subordinate, that the Premises have been delivered to it in accordance with the terms of this Lease and that possession thereof has been fully and completely accepted by Tenant who is then in possession of the same and that Landlord's Work, other than latent defects, has been completed in accordance with the requirements and terms on the part of Landlord. The foregoing provisions shall be self-operative and no further instrument, letter or certificate shall be required by Landlord

or any such mortgagee unless either Landlord or mortgagee shall deem same appropriate in which event, in confirmation of the foregoing, Tenant shall execute, in writing, an instrument, letter and/or certificate containing the foregoing and such other like provisions in regard to the condition of the Premises, the building in which the Premises is located, the Rent, Term and date of the opening of the Premises to the public for the Permitted Use (as defined in Section 6) as shall be reasonably required by Landlord and/or said mortgagee, and shall deliver same to Landlord within ten (10) days following written notice from Landlord requesting such document (which notice shall include a proposed form of such document).

F. Prior to opening of the Premises for the Permitted Use (as defined in Section 6), Tenant shall deliver to Landlord a copy of the certificate of occupancy for the Premises, which may be either a permanent or temporary certificate of occupancy, as issued by the local building department, provided that if Tenant delivers a temporary certificate of occupancy, Tenant shall deliver a permanent certificate of occupancy within sixty (60) days thereafter.

4. HOLDING OVER

If Tenant or anyone claiming under Tenant remains in possession of the Premises or any part thereof after the expiration of the Term, with or without the consent of Landlord, the party shall be a tenant at sufferance subject to the provisions of this Lease, provided that (a) Tenant and any such party shall pay Fixed Rent monthly in advance at a rental equal to two (2) times the amount of the Fixed Rent payable in the last month of the Term, plus all other charges payable hereunder, and upon the terms hereof, and (b) Tenant shall be liable for all damage incurred by Landlord as a result of such retention of possession. Acceptance by Landlord of such payments shall not constitute consent to a holdover hereunder or result in a renewal or extension of Tenant's rights of occupancy. Such payments shall be in addition to and shall not affect or limit Landlord's right of re-entry, Landlord's right to collect such damages (including consequential and indirect damages) as may be available at law or any other rights of Landlord under this Lease or as provided by law.

5. RENT

A. The fixed rent herein reserved to Landlord during the Term of this Lease (hereinafter called the "Fixed Rent") shall be as follows:

Lease Years 1-5, annual rent of \$152,000.00 (\$50.00 per square foot), payable in equal monthly installments of \$12,666.66;

Lease Years 6-10, annual rent of \$167,200.00 (\$55.00 per square foot), payable in equal monthly installments of \$13,933.33.

and if the Term is extended pursuant to the provisions of Article "54" hereof,

Lease Years 11-15, annual rent of \$183,920.00 (\$60.50 per square foot), payable in equal monthly installments of \$15,326.66;

Lease Years 16-20, annual rent of \$202,312.00 (\$66.55 per square foot), payable in equal monthly installments of \$16,859.33.

As used herein, "**Lease Year**" shall mean, for **Lease Year 1**, the period of time commencing on the Rent Commencement Date and ending on the last day of the calendar month in which the first anniversary of the Rent Commencement Date occurs. Each succeeding "**Lease Year**" shall commence on the day following the end of the preceding Lease Year and shall extend for twelve (12) consecutive months. All Fixed Rent shall be payable by Tenant in advance in equal monthly installments on or before the first day of each month to Landlord above designated or to such other recipient or place as shall be designated by Landlord, without any prior demand therefor and without any deduction or set-off whatsoever, except as otherwise set forth herein. In addition to Fixed Rent, Landlord reserves to itself during the Term as additional rent, all charges payable pursuant to this Lease or other agreements between Landlord and Tenant involving the Premises and/or the Property (hereinafter referred to as "**Additional Rent**"). Such Fixed Rent and Additional Rent are hereinafter referred to collectively as "**Rent**." Tenant's Fixed Rent and Additional Rent payments shall be fully net to Landlord so that, except as otherwise specifically set forth in this Lease, this Lease yields to Landlord the net Fixed Rent, and Tenant shall pay all Fixed Rent, Additional Rent, and costs of every kind relating to the Premises without notice, setoff, deduction, counterclaim, defense, abatement or demand, except as specifically provided in this Lease. For purposes of determining Rent, the Premises gross square foot measurement shall be 3,040 square feet. For purposes of determining Additional Rent, Tenant's pro-rata share (the "**Proportionate Share**") shall be 4.3%. Notwithstanding the foregoing, to the extent that one or more tenants either perform services or work, or pay directly costs, in each case that would otherwise be included in Operating Expenses (whether relating to the building(s) or otherwise, then Landlord shall have the option to recalculate Tenant's OE Share, as to such service or work, to equitably take the foregoing into account (meaning adjusting the foregoing denominator and the Operating Expenses to reflect such facts). In addition, Tenant also shall pay a proportional share of all costs relating to the pylon sign including, without limitation, the cost of the pylon signs, utilities, insurance, repair and replacement.

6. USE AND OPERATION

The Premises are to be used by Tenant solely for the purpose of the continuous operation of a restaurant with eighty-five (85) indoor seats, and a minimum of twelve (12) and maximum of sixteen (16) outdoor seats, serving pizzas, sandwiches, salads, wings and other items generally served in an "Anthony's Coal Fired Pizza" restaurant, with ancillary take-out service, and including alcoholic beverages, or any other restaurant use permitted by local permitting authorities (the "**Permitted Use**") and subject to Landlord's consent in Landlord's sole discretion, and to the then existing use restrictions, to any other lawful retail purpose. Set forth on **Exhibit H** attached hereto is a list of certain use restrictions or exclusives that affect the Property. Without expanding the foregoing Permitted Use of the Premises and notwithstanding anything to the contrary contained herein, for such period of time as the restrictions or exclusives set forth on said **Exhibit H** shall be outstanding, and shall be valid and enforceable in accordance with applicable law, in no event shall the Premises be used in a fashion that violates said restrictions or exclusives. Landlord represents and warrants that: (i) Tenant's Permitted Use does not violate any of the exclusives or restrictions that affect the Property, provided that, with respect to such use limitation

in The Stop & Shop Supermarket Company LLC, f/k/a The Stop & Shop Supermarket Company pertaining to the Property, Landlord's representation and warranty is based solely on the terms and conditions of that certain Consent Agreement from The Stop & Shop Supermarket Company LLC, which is attached hereto as **Exhibit H-1**; and (ii) none of the existing tenants of the Property operate primarily as a pizzeria or have a permitted use defined in its lease that could violate Tenant's Exclusive set forth in Section 8 hereof.

7. CONTINUOUS OPERATION

Notwithstanding any other provision of this Lease, Tenant will conduct its business in the entire Premises subject, however, to all of the terms, covenants, and conditions of this Lease in such consistent manner therewith as will achieve the maximum volume therefor, and during the entire Term hereof, it will be open for business, and fully stocked, at minimum on Monday through Sunday from 11:30 am until 10:00 pm, but may, at Tenant's election, be closed (i) on recognized Federal or State holidays, and (ii) for Tenant to conduct renovation, rehabilitation or alteration of the Premises, provided Tenant is proceeding with due diligence and on a continuous basis to complete such work and to re-open.

8. EXCLUSIVE

A. Provided Tenant shall (i) continuously operate its business in the Premises in accordance with the terms of the Lease, (ii) use the Premises for the Permitted Use, and (iii) not be in material default under the Lease, Landlord covenants that, during the Term of the Lease, Landlord will not lease, operate, nor permit the occupancy of any tenant located at the Property (other than the Premises) primarily for the sale of Italian food including, but not limited to, pizza and/or wings, all as being typically served and as principally used in a typical Anthony's Coal Fired Pizza restaurant (the "**Restricted Items**") except as hereinafter set forth.

B. Notwithstanding anything to the contrary set forth above in Paragraph A of this Section 8, it is agreed that the restriction therein set forth shall not be (i) construed to prohibit, nor shall such restriction prohibit, any tenant (or such tenant's sublessees, concessionaires and licensees) from selling, as an incidental portion of such tenant's primary business, Restricted Items, or (ii) applicable to leases for any premises at the Property which were executed prior to the date of the Lease. For purposes of this paragraph, "incidental portion" shall mean ten percent (10%) or less of such tenant's gross sales from such tenant's premises on the Property.

C. Tenant shall not be entitled to any monetary or pecuniary damages against Landlord so long as Landlord (i) shall use reasonable efforts to comply with this Section 8 by restricting other tenant leases at the Property executed after the date hereof as aforesaid, (ii) shall not affirmatively authorize the sale of the Restricted Items in violation of this Section 8 in any tenant lease executed after the date hereof, and (iii) shall join with Tenant (at no expense to Landlord) in seeking injunctive relief or a declaratory judgment against any other tenant violating the terms hereof as Tenant's sole remedy, provided in the event that Landlord shall expressly authorize the operation of a store at the Property, which operation Tenant believes to be in violation of the foregoing restrictions, then in such event, Tenant may initiate an action against Landlord for damages resulting therefrom, provided in no event shall Tenant be entitled to terminate the Lease nor to

abate all or any portion of the rent or other charges payable hereunder as a result of such a violation.

D. If any other tenant or occupant within the Property violates the provisions of the limitations granted hereunder, without any fault on the part of Landlord, then Landlord shall have no obligations or responsibility in connection therewith, provided Landlord will cooperate with Tenant (without expense to Landlord) to enjoin any such violation.

E. If any third party or a federal, state or local governmental body or agency threatens or commences an investigation, inquiry, proceeding or action against Landlord and/or Tenant arising out of, directly or indirectly, the limitation granted hereunder, then Tenant at its own cost and expense, shall defend, with counsel acceptable to Landlord, and save Landlord harmless from and against all loss, claims or damages (including reasonable attorney's fees) resulting therefrom.

9. PUBLIC LIABILITY AND OTHER INSURANCE

Tenant covenants to provide on or before the date of Tenant's entry on the Premises or the Commencement Date, and to keep in force during the Term, a broad form commercial general liability insurance policy insuring the Premises and the acts and omissions of Tenant, its employees, agents, licensees and contractors throughout the Property against any liability for injury to persons and/or property and death of any person(s) occurring in, on or about the Premises, or any appurtenances thereto. Each such policy is to be written by one or more responsible insurance companies satisfactory to Landlord and licensed to provide insurance in the Commonwealth of Massachusetts, and the limits of liability thereunder shall not be less than the amount of One Million Dollars (\$1,000,000.00) in respect to any one person, in the amount of Two Million Dollars (\$2,000,000.00) in respect to any one accident. Tenant or Tenant's parent company shall maintain a Ten Million Dollar (\$10,000,000.00) umbrella liability policy with its insurer during the Term of this Lease. The foregoing requirements shall not limit Tenant's liability pursuant to the indemnity and other provisions of this Lease or otherwise. Tenant also shall provide, and keep in force, insurance coverage on all plate and other glass in the Premises naming Landlord, Landlord's managing agent(s) and Landlord's mortgage lender (if any) as additional insureds under such policies of insurance. Tenant agrees to deliver to Landlord, at least fifteen (15) days prior to the time such insurance is first required to be carried by Tenant and thereafter at least fifteen (15) days prior to the expiration of any such policy, either a duplicate original or a certificate of insurance and true copy of all policies procured by Tenant in compliance with its obligations hereunder, together with evidence of payment therefor. All such policies or certificates of insurance shall contain an endorsement which states that such insurance may not be cancelled or modified except upon ten (10) days' prior written notice to Landlord and any designee(s) of Landlord.

The minimum limits of insurance described in Article 9 shall be subject to increase at Landlord's election based on Landlord's reasonable judgment for adequate protection provided that, in all events, those limits then generally carried by other tenants in the Property or by tenants in other similar properties or if required by Landlord's lender at any time shall be deemed reasonable. Within forty-five (45) days after demand therefore by Landlord, Tenant shall furnish Landlord with evidence of Tenant's compliance with such demand.

10. FIRE INSURANCE RATE

Tenant agrees, at Tenant's own cost and expense, to have the Premises comply with all of the rules and regulations of the Fire Insurance agency having jurisdiction. If, at any time and from time to time, as a result of or in connection with any failure by Tenant to comply with the foregoing sentence or any act of omission or commission by Tenant, its employees, agents, contractors or licensees, or as a result of or in connection with the use to which the Premises are put (notwithstanding that such use may be for the purposes hereinbefore permitted or that such use may have been consented to by Landlord), the fire insurance rate applicable to the Premises, or the building in which same are located, or to any other premises in said building, or to any adjacent property owned or controlled by Landlord, or an affiliate of Landlord, and/or to the contents in any or all of the aforesaid properties, shall be higher than that which would be applicable for the least hazardous types of occupancy legally permitted therein, Tenant agrees that Tenant will pay to Landlord, on demand, as Additional Rent, such portion of the premiums for all fire insurance policies in force with respect to the aforesaid properties and the contents of any occupant thereof as shall be attributable to such higher rate. If Tenant installs any electrical equipment that overloads the lines in the Premises or the Property, Tenant shall, at Tenant's own cost and expense, promptly make whatever changes are necessary to remedy such condition and to comply with all requirements of Landlord and the Board of Fire Insurance Underwriters and any similar body and any governmental authority having jurisdiction therefor. For the purposes of this Article, any finding or schedule of the Fire Insurance Rating Organization or any similar organization having jurisdiction shall be deemed to be conclusive. Anything to the contrary set forth above notwithstanding, the installation, use and operation of Tenant's coal oven in the manner operated at a typical Anthony's Coal-Fired Pizza restaurant shall be deemed not to be an event that causes the increase in insurance premiums.

The minimum limits of insurance described in this Article 10 shall be subject to increase, at Landlord's election based on Landlord's reasonable judgment for adequate protection, provided that, in all events, those limits then generally carried by other tenants at the Property or by tenants in other similar properties or if required by Landlord's lender at any time shall be deemed reasonable. Within thirty (30) days after demand therefor by Landlord, Tenant shall furnish Landlord with evidence of Tenant's compliance with such demand.

11. CASUALTY

A. If all or any part of the Premises should be damaged or destroyed by fire or other casualty insured under the standard extended coverage endorsement applicable to the Premises, Landlord shall notify Tenant whether or not it intends to restore the Premises within sixty (60) days following the date of such casualty. If Landlord elects to restore the Premises, then Landlord shall repair and/or rebuild the Premises to the extent of the condition of the Premises upon the Commencement Date, but Landlord shall not be required to expend more than the available net insurance proceeds allocable to the portion of the Premises that Landlord is to repair or restore, with reasonable diligence, and if during such repair or rebuilding by Landlord there should be a substantial interference with the operation of Tenant's business in the Premises requiring Tenant to close temporarily Tenant's business to the public, all Rent shall be abated until the earlier of the date on which Tenant's business re-opens in the Premises or could re-open based on the degree to

which Landlord's repair and rebuilding as set forth above has been completed (provided that, at Landlord's election, the proceeds of Tenant's Business Interruption Insurance, if any, shall be applied to Tenant's Rent during any periods that Tenant otherwise would be entitled to an abatement). If the Premises has not been restored to the extent that that Premises may be used reasonably for the operation of the business that was in operation at the time of the casualty within two hundred seventy (270) days following the date of casualty, then either Tenant shall have the right to terminate this Lease by written notice to the other no later than two hundred eighty (280) days following the event of such casualty and the Lease shall terminate ten (10) days following the date of such notice provided that (a) Landlord may negate Tenant's termination notice by notifying Tenant that Landlord will substantially complete the required repairs and restoration within thirty (30) days provided Landlord does so substantially complete same, and (b) if Landlord notifies Tenant that the required repairs and restoration will take longer than the then allowed time and specifies that additional time that will be required, then Tenant shall have five (5) days after receipt of such notice to elect to terminate the Lease by written notice to Landlord and if Tenant fails to timely notify Landlord, then Tenant shall be deemed to have agreed to extend the time period as set forth in Landlord's notice.

B. Notwithstanding the provisions of the preceding paragraph, in the event the Premises shall be damaged by fire or other insured casualty due to the fault or negligence of Tenant, Tenant's servants, employees, contractors, agents, visitors or licensees, then, without prejudice to any other rights and remedies of Landlord, the damage shall be repaired by Landlord, but there shall be no apportionment or abatement of any Rent, provided, however, that the portion of the proceeds of Rent or Business Interruption Insurance, if any, necessary to pay Tenant's Rent shall be paid to Landlord.

C. Tenant agrees that Tenant's fire insurance policies for the contents, furniture, furnishings, fixtures, and other property of Tenant removable by Tenant under the provisions of this Lease shall include appropriate clauses pursuant to which the insured carriers (a) waive all rights of subrogation against Landlord with respect to losses payable under such policies and/or (b) agree that such policies shall not be invalidated should the insured waive in writing prior to a loss any or all right of recovery against any party for losses covered by such policies. Tenant hereby waives any and all right of recovery which it may otherwise have against Landlord, its agents and employees, for loss or damage to Tenant's improvements and Tenant's contents, furniture, furnishings, fixtures, and other property removable by Tenant under the provisions of this Lease to the extent that the same is covered by Tenant's insurance or would have been covered had Tenant maintained the insurance required hereunder.

Landlord and Tenant and all parties claiming under them mutually release and discharge each other from all claims and liabilities arising from or caused by any casualty or hazard covered or required hereunder to be covered in whole or in part by insurance on the Premises and the Property, and waive any right of subrogation thereof, provided that such release shall not operate in any case where the effect is to invalidate such insurance coverage (provided that if such release and waiver is available from another insurance carrier at commercially reasonable rates then, at the request of the non-insuring party, the insuring party shall obtain the coverage).

D. Tenant agrees to advise Landlord promptly as to the coverage or language of the clauses included in its insurance policies pursuant to this Article "11". Tenant also agrees to notify Landlord promptly of any cancellation or change of terms of any such policy which would affect such clauses or naming.

12. REPAIRS, MAINTENANCE and ALTERATIONS

A. Landlord agrees to make all necessary repairs or alterations to the foundation, roof, exterior walls, structural columns, and structural beams of the Premises, walkways, driveways, landscaping, exterior lighting and septic system, and to reasonably remove snow from the Common Areas (provided Tenant, at Tenant's expense, shall be responsible for the removal of snow and ice from the sidewalks adjacent to Premises). Tenant shall be obligated to pay for Tenant's share of the costs incurred by Landlord in performing the foregoing work to the extent provided for in the other applicable provisions of this Lease. Notwithstanding the foregoing, if any of said repairs or alterations shall be made necessary by reason of repairs, installation, alterations, additions or improvements made by Tenant or anyone claiming under Tenant, by reason of the fault or negligence of Tenant or anyone claiming under Tenant, by reason of a default in the performance or observance of any agreements, conditions, or other provisions on the part of Tenant to be performed or observed, or by reason of any special use to which the Premises may be put, Tenant shall make all such repairs or alterations as may be necessary or, at Landlord's option, Landlord may make such repairs or alterations in which event Tenant shall reimburse Landlord for the costs thereof within thirty (30) days after receipt of an invoice therefor (and same shall constitute Additional Rent). Landlord shall not be deemed to have committed a breach of any obligation to make repairs or alterations or perform any other act unless Landlord shall have received notice from Tenant designating the particular repairs or alterations needed or the other act of which there has been failure of performance, and shall have failed to make such repairs or alterations or performed such other act within a reasonable time after the receipt of such notice; and in any event, Landlord's liability shall be limited to the cost of making such repairs or alterations or performing such other act. As used in this Lease, the expression "exterior walls of the Premises" does not include the interior surface of any exterior wall, nor shall it include any glass, windows, doors, window sashes or frames, door frames or store fronts.

B. Tenant shall, at its own cost and expense: (i) keep and maintain in good order, condition and repair the Patio Area and the Premises (including, without limitation, the repair, maintenance and replacement of any HVAC unit(s) and system(s) plumbing fixtures, equipment and drains, Tenant's grease traps, doors, door frames, windows, storefronts, closers and locks, electric panels, circuitry, wiring, switches and outlets, bathroom fixtures and drains, lighting, emergency lighting, security, fire alarm and sprinkler systems, ceiling grid and tiles, floor, [but not the floor slab] and floor finishes, interior walls and wall finishes within or servicing the Premises, and all of Tenant's furniture, fixtures and equipment), all signs and marquees (including signage on building and pylon at entrance of the Property), and each and every part thereof, except for those matters within Landlord's obligation to repair; and (ii) remove snow and ice from any sidewalks and curbs adjacent to the Premises, and make all repairs and replacements to, any sidewalks and curbs adjacent to the Premises made necessary by the acts or omissions of Tenant, any subtenant or concessionaire or their respective employees, agents, invitees, licensees or contractors, or by the use or occupancy of the Premises.

C. Except for Tenant's initial improvements to the Premises and Tenant's obligations pursuant to this Article 12 (provided that in all instances Tenant shall be required to give Landlord at least ten (10) days' prior written notice and a description of the work, as well as copies of any permits that may be required for such work), Tenant shall not make any (i) exterior or structural alterations, improvements, and/or additions to the Premises or any part thereof or (ii) any interior alterations that cost in excess of \$25,000 in the aggregate in any twelve (12) month period, without Landlord's prior consent to Tenant's plans and specifications for any such alterations, which will not be unreasonably delayed or denied. Landlord shall respond to any plans and specifications that require Landlord's consent pursuant to this Section 12(C) within ten (10) days. If Landlord does not respond within such period, Tenant shall be entitled to send a second notice to Landlord (the "Second Notice") requesting Landlord's approval of such plans and specifications. If Landlord does not respond within ten (10) days after receipt of the Second Notice, such plans and specifications shall be deemed approved, provided that such Second Notice shall have included the following legend typed in bold, capital letters at the top: **"SECOND NOTICE. IF LANDLORD FAILS TO RESPOND TO THIS REQUEST WITHIN TEN (10) DAYS, LANDLORD SHALL BE DEEMED TO HAVE CONSENTED THERETO."**

D. If any repair or alteration required or permitted to be performed by Tenant under any provision of this Lease shall cost in excess of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00), the same shall not be commenced until plans and specifications therefor shall have been submitted to and approved by Landlord, and copies of any required permits and approvals are delivered to Landlord. Such work shall then be performed in accordance with such approved plans and specifications, and the permits and approval. Any work performed by Tenant shall, irrespective of cost, be subject to Landlord's inspection and approval after completion to determine whether the same complies with the requirements set forth in this Lease, unless such work shall have been performed by a person theretofore explicitly approved by Landlord, but no such inspections or approval shall be deemed a representation by Landlord or create any liability for Landlord. Notwithstanding the foregoing, in any case where building plans are required to be submitted to a municipal authority, even if the cost of such work is less than Twenty-Five Thousand and 00/100 Dollars (\$25,000.00), Tenant shall be required to give Landlord at least ten (10) days' prior written notice and a description of the work, as well as copies of any permits that may be required for such work), and shall deliver to Landlord "as-built" plans as required pursuant to Section 3(A).

13. COVENANT AGAINST LIENS

Tenant shall not do any act, or make any contract which may create or be the foundation for any lien or other encumbrance upon any interest of Landlord or any ground or underlying lessor in any portion of the Property. If, because of any act or omission (or alleged act or omission) of Tenant, any mechanic's or other lien, charge or order for the payment of money or other encumbrance shall be filed against Landlord and/or any ground or underlying lessor and/or any portion of the Property (whether or not such lien, charge, order or encumbrance is valid or enforceable as such), Tenant shall, at its own cost and expense, cause same to be discharged of record or bonded within thirty (30) days after notice to Tenant of the filing thereof; and Tenant shall indemnify and save harmless Landlord and all ground and underlying lessor(s) against and from all costs, liabilities, suits,

penalties, claims and demands, including reasonable counsel fees resulting therefrom. If Tenant fails to comply with the foregoing provisions, Landlord shall have the option of discharging or bonding any such lien, charge, order or encumbrance, and Tenant agrees to reimburse Landlord for all costs, expense, and other sums or money in connection therewith (as Additional Rent). All materialmen, contractors, artisans, mechanics, laborers, and any other persons now or hereafter contracted with Tenant for the furnishing of any labor, services, materials, supplies, or equipment with respect to any portion of the Property, at any time from the date hereof until the end of the Term, are hereby charged with notice that they must look exclusively to Tenant to obtain payment for same.

14. CONDEMNATION

A. If the whole of the Premises shall be taken for any public or any quasi-public use under any statute or by right of eminent domain, or by private purchase in lieu thereof (each a "taking"), then this Lease shall automatically terminate as of the date that title shall be taken. If any part of the Premises shall be so taken as to render the remainder thereof unusable for the purposes for which the Premises were leased, then Tenant (if the repair and restoration of the Premises could not result in the Premises being useable for the purposes for which the Premises were leased) and Landlord shall each have the right to terminate this Lease on thirty (30) days' notice to the other given within ninety (90) days after the date of such taking. If this Lease shall so terminate or be terminated, the Rent shall, if and as necessary, be equitably adjusted. Any dispute under the provisions of this paragraph shall be submitted to the American Arbitration Association in the City of Boston, Massachusetts, for determination in accordance with its procedures at such time, which determination shall be binding upon both parties.

B. If any part of the Premises shall be so taken and this Lease shall not terminate or be terminated under the provisions hereof, then the Rent shall be equitably apportioned according to the space so taken, and Landlord shall, at Landlord's own cost and expense, restore the remaining portion of the Premises to the extent necessary to render same reasonably suitable for the purposes for which the Premises were leased, and shall make all repairs to the building in which the Premises are located to the extent necessary to constitute the remaining portion of the building a complete architectural unit, provided that such work shall not exceed the scope of the work required to be done by Landlord in originally constructing such building and the Premises, and Landlord shall not be required to expend in excess of the available net proceeds of its condemnation award applicable to the areas required to be repaired by Landlord as set forth above.

C. All compensation awarded or paid upon such a total or partial taking of the Premises shall belong to and be the property of Landlord without any participation by Tenant; provided, however, that nothing contained herein shall be construed to preclude Tenant from prosecuting any separate claim directly against the condemning authority in such condemnation proceedings for loss of business, and/or depreciation to, damage to, and/or cost of removal of, and/or for the value of stock and/or trade fixtures, furniture, and other personal property belonging to Tenant; provided, however, that no such claim shall be made for the loss of Tenant's leasehold estate shall diminish or otherwise adversely affect Landlord's award or the award(s) of any and all ground and underlying lessor(s) and/or mortgagee(s).

15. ACCESS TO PREMISES

Landlord and Landlord's designees shall have the right to enter upon the Premises at all reasonable hours in the presence of Tenant (if Tenant makes a representative available without delaying such entry by or on behalf of Landlord), following reasonable notice (which may be verbal) of not less than twenty-four (24) hours (and in emergencies at all times such entry may be without notice and without the presence of Tenant): (a) to inspect the same, (b) to make repairs, additions, or alterations to the Premises or the building in which the same are located or any property owned or controlled by Landlord (including the right to enter the Premises for the purpose of shoring foundations, demising walls or walls of adjoining premises); and (c) for any lawful purpose. Tenant shall supply Landlord with a current set of keys and/or access codes during the Term, so that Landlord may access the Premises in the event of an emergency. Landlord shall use commercially reasonable efforts to make any required repairs at such time and in such manner as to not interfere with Tenant's business.

16. PARKING

A. Landlord shall provide a parking area for the common use of the occupants of the Property. Tenant shall have the non-exclusive right, at no additional cost or expense, except as provided in this Article 16 and Article 49, below, to use, for its intended purposes, such parking area for itself, Tenant's employees, agents and customers subject, however, to the rights given Landlord and the other tenants. Landlord shall, however, have the rights to change the size, location, elevation and/or nature of the parking area and to designate certain spaces as being for the primary or exclusive use of certain tenants of the Property, and to impose parking restrictions, such as, without limitation, time limited parking, all in Landlord's sole discretion.

B. Tenant agrees that Tenant, any concessionaire and their respective officers, employees, contractors, and agents will park their automobiles and other vehicles only where and as permitted by Landlord. Tenant further agrees that Tenant will, if and when so requested by Landlord, furnish Landlord with the license numbers of any vehicle of Tenant, any concessionaire, and their respective officers, employees, contractors, and agents, and if such parties park outside of the designated areas (if any), then Landlord shall have the right to suspend or terminate the parking privileges of the applicable party and to tow (after notice) such improperly parked vehicle(s), all at the expense of Tenant.

C. Take-Out Spaces. Tenant shall have the right to utilize up to two (2) parking spaces (the "Take-Out Spaces") within the Common Areas directly in front of the Premises for "take out" parking. The Take-Out Spaces shall be in the location shown on the site plan attached hereto as **Exhibit A** or such other location as may be proposed by Tenant and approved by Landlord. Such parking spaces may be identified with a sign (subject to Landlord's approval) with Tenant's logo. Such sign shall be installed by Tenant at Tenant's sole cost and expense.

17. ASSIGNMENT AND SUBLEASE

A. Tenant shall not sublet the Premises or any part thereof, nor assign, mortgage, or otherwise encumber or dispose of this Lease or any interest therein, nor grant concessions or licenses for the

occupancy of the Premises, or any part thereof (each being a "Transfer"), without Landlord's prior written consent, which Landlord shall not unreasonably withhold, condition or delay. If Landlord consents to a Transfer, the following conditions must be satisfied:

1. The Transfer must be, respectively, of all of Tenant's leasehold interest and/or of the entire Premises and, in the case of an assignment, also shall transfer to the assignee all of Tenant's rights in, and interest under, this Lease including the security, if any, deposited hereunder.

2. At the time of such Transfer, this Lease must be in full force and effect without any breach or default thereunder on the part of Tenant.

3. The transferee shall assume, by written recordable instrument in form and content satisfactory to Landlord, the due performance of all of Tenant's obligations under the Lease, including any accrued obligations at the time of the Transfer.

4. A copy of the Transfer instrument and the original assumption agreement (both in form and content satisfactory to Landlord) fully executed and acknowledged by the assignee and/or sublessee, together with a certified copy of a properly executed corporate resolution authorizing such assumption agreement, shall be delivered to Landlord within ten (10) days prior to the effective date of such Transfer.

5. Such Transfer shall be upon and subject to all the provisions, terms, covenants and conditions of this Lease and Tenant shall continue to be and remain liable thereunder.

6. Tenant shall pay to Landlord, as Additional Rent, all reasonable legal and other expenses incurred by Landlord in connection with any request by Tenant for consent to such Transfer.

7. If Tenant herein shall Transfer under the terms of this Lease for any rental amount that is in excess of the Rent reserved herein, then Tenant shall pay one hundred percent (100%) of any excess thereon to Landlord as and when it is received from such successor tenant.

8. In the event Tenant seeks Landlord's approval for a Transfer pursuant to this Article 17, Tenant shall provide to Landlord such financial documents as Landlord requests in order to determine the financial net worth of the prospective transferee and such other documents as may be reasonably required for Landlord to evaluate the prospective transferee including, without limitation, the transferee's experience.

Without limiting the bases on which Landlord may grant or withhold its consent, it shall not be unreasonable for Landlord to withhold its consent to any proposed subtenant or assignee if such subtenant or assignee does not (a) propose to conduct a first class business operation at the Premises; (b) propose a use which, in Landlord's reasonable judgment, is compatible with then existing uses in the Property; (c) have three (3) years of successful business experience in the business it proposes to conduct at the Premises; and (d) have a net worth equal to or greater than that of Tenant at the time of execution of this Lease or, if such assignee has a lesser net worth, provide to Landlord additional security acceptable to Landlord.

B. Notwithstanding anything contained in this Lease to the contrary, Tenant shall have the right, without Landlord's prior written consent, to make a Transfer (i) if the transferee is an entity which is a parent, subsidiary, affiliate, franchisee or licensee of Tenant or Guarantor, or (ii) if as a result of a reorganization, merger, acquisition, consolidation or sale of all or substantially all of Tenant's or Guarantor's stock or assets in one transaction the successor succeeds to the entire business carried on by Tenant at such time, provided that in either case all other conditions set forth in Article 17(A) are satisfied.

C. Tenant's failure to comply with all of the applicable provisions and conditions of this Article 17 and all of the subsections hereof shall, at Landlord's option, render any purported Transfer null and void, and of no force and effect, and in addition to any and all other remedies herein provided, Landlord shall have the option to terminate this Lease upon notice to Tenant and the collection of Rent by Landlord from any party occupying the Premises in violation of this Article 17 shall not be deemed a waiver of Landlord's consent rights or other rights hereunder, or provide such transferee with any rights.

18. RULES AND REGULATIONS

Tenant agrees, at Tenant's cost and expense:

1. to take no action which would create any work stoppage, picketing, labor disruption or dispute, or any interference with the business of Landlord or any tenant or occupant at the Property or with the rights and privileges of any customer or other person(s) lawfully in and upon the Property, nor cause any impairment or reduction of the goodwill of the Property;

2. to promptly comply with all laws, ordinances, rules and regulations of governmental authorities (including zoning laws and building codes) and Insurance Underwriters, and any other organization exercising similar functions, affecting the Premises, but this Clause "2" shall not be construed to require Tenant to comply with any such laws, ordinances, rules or regulations which require structural changes in the Premises or the building in which the Premises are located unless the same are made necessary by any act or work performed by Tenant or by the nature of Tenant's business or by the manner of use of the Premises, and Landlord shall be responsible for all costs of compliance with laws, ordinances, regulations or orders in effect prior to the Commencement Date with respect to violations thereof existing as of the Commencement Date;

3. to keep the display windows, if any, in the Premises electrically lighted during the periods prescribed by Landlord and keep the Premises including, but not limited to, all windows, doors and glass, in a neat, orderly and clean condition; provided, however, that, subject to Landlord's consent, which will not be unreasonably withheld, delayed or conditioned, Tenant may place advertising materials displayed in a majority of other Anthony's Coal Fired Pizza locations and in compliance with all applicable laws and Landlord's Sign Criteria;

4. to store in the Premises only such merchandise as Tenant thereafter shall place on retail sale at the Premises and use for office or other non-selling purposes only such space in the Premises as is required for the conduct of Tenant's business thereon;

5. not to conduct or permit any fire auction, going-out-of-business, or bankruptcy sale in the Premises nor use any unethical method of business operation, nor use or operate the Premises for a "cut-rate" type of business;

6. not to use or permit to be used the sidewalks or other space outside the Premises for any display, sale, or similar undertaking nor use or permit to be used any advertising or other device which may be heard outside the Premises;

7. to obey and observe all reasonable rules and regulations established by Landlord from time to time for the conduct of Tenant and/or for the welfare of the Property;

8. to operate its business in the Premises with new, functional, efficient and first-class equipment and trade fixtures and to fully cooperate with Landlord in promoting the use of such trade names and slogans as Landlord may adopt for the Property and, where appropriate, use same in Tenant's advertising;

9. to participate in any window cleaning program that may be established by Landlord for all or a majority of the other retail stores and businesses in the Property or in the building in which the Premises are located, provided however that so long as Tenant is cleaning its windows on a weekly basis to the reasonable satisfaction of Landlord, such participation shall be waived, and to handle and dispose of all garbage, rubbish, and waste in accordance with the regulations established by Landlord and not to permit any garbage or rubbish to be collected or disposed of from the Premises except by Landlord or its designee and to pay the reasonable and customary cost of such disposition;

10. to pay promptly and when due all taxes, licenses, fees, assessments, and other charges levied or imposed upon the business of Tenant or upon any fixtures, furnishings, or equipment in the Premises;

11. not to use the plumbing facilities for any purpose injurious to same or dispose of any garbage, harmful chemicals or any other foreign substance that may cause damage thereto, nor place a load on any floor in the Premises exceeding the floor load per square foot which such floor was designed to carry, nor install, operate, and/or maintain in the Premises any heavy equipment except in a location approved by Landlord, nor install, operate and/or maintain in the Premises any electrical equipment which will overload the electrical system therein, or any part thereof, beyond its capacity for proper and safe operation as determined by Landlord or which does not bear Underwriter's approval; the installation, use and operation of Tenant's Coal Ovens shall not be a violation of this Rule.

12. not to operate on the Premises any vending machine or similar device, for the sale of any merchandise (including but not limited to telephones, lockers, toilets, scales, amusement devices, or devices for the sale of beverages, candies, cigarettes, foods or other commodities)

except for employee use only in areas not accessible to the public and except as is incidental to the operation of the business at the Premises;

13. to keep the Premises (including without limitation, exterior and interior portions of all windows, doors, and all other glass) in a neat, clean, and sanitary condition, free of all insects, rodents, vermin, and pests of every type and kind;

14. not to use the Premises for any purpose or business which is noxious or unreasonably offensive because of the emission of noise, smoke, dust or odors; being agreed that the usual and customary odors from Tenant's coal ovens shall not be a violation of this rule.

19. EASEMENT

A. Tenant shall permit Landlord or Landlord's designees to erect, use, maintain, and repair pipes, cables, conduits, plumbing, vents, wires, and structural supports, in, to and through the Premises, as and to the extent that Landlord may now or hereafter deem to be necessary or appropriate for the proper operation and maintenance of the building in which the Premises are located or any other portion of the Property; Landlord shall use commercially reasonable efforts to perform such work in such a way as to not unreasonably interfere with Tenant's business.

B. **Patio Area.** Tenant shall have the right to use the outside sidewalk area immediately in front of the Premises (as shown on the plan attached hereto as **Exhibit A**) (the "**Patio Area**") for the placement of benches and/or non-permanent tables with a minimum of twelve (12) and maximum of sixteen (16) seats, umbrellas, chairs, awnings (including retractable siding) trash bins and other fixtures, trade fixtures, equipment and personal property to be used in connection with Tenant's permitted business operations in the Patio Area, together with such other non-permanent items (for example, planters and railings) as may be approved by Landlord ("**Tenant's Patio Installations**"), upon the following conditions: (i) that Tenant, at Tenant's sole cost and expense (holding Landlord harmless in respect thereof) shall have secured all necessary licenses, permits, consents and approvals of all governmental and/or quasi-governmental agencies, bodies and officials having jurisdiction with respect to the operation of the Patio Area (provided that Landlord shall, at no additional cost or expense to Landlord, reasonably cooperate with Tenant in connection with Tenant's efforts to secure such licenses, permits, consents and approvals); (ii) Tenant shall carry liability insurance coverage in compliance with Section 9 of this Lease for the Patio Area and shall provide proof of said coverage to Landlord within ten (10) days after written request by Landlord and Tenant shall indemnify, defend and hold harmless Landlord from any claims for any injury to persons, or damage to any person or loss of property resulting from Tenant's use of the Patio Area; (iii) Tenant shall be responsible for periodic removal of trash and debris and the maintenance and repairs of the Patio Area; and (iv) Tenant shall comply with all reasonable rules imposed by Landlord with regard to the Patio Area, from time to time, in accordance with Section 18, above. Tenant shall be responsible, at Tenant's cost and expense, for furnishing, maintaining and replacing any and all Tenant's Patio Installations. Tenant shall be responsible for removing and securing Tenant's Patio Installations whenever Tenant is not open for business and during seasons in which Tenant is not providing outdoor seating for its customers. Landlord shall have no responsibilities or liability for any damage, vandalism, theft or the like with respect to Tenant's Patio Installations.

20. UTILITIES

A. Tenant further agrees to pay promptly, upon receipt of bills therefor, all charges for electricity, gas, heat, hot water and other utilities supplied to the Premises (while Tenant is in possession whether prior to or during the Term) and whether supplied by Landlord or by a public or private utility company. Landlord agrees to pay for all utility hook-up and tap fees.

B. If utilities for the Premises are separately metered, then Tenant shall contract directly with the utility provider for service and shall pay the amounts due on or before the due dates therefor. Utilities furnished to the Premises will be separately metered to the extent required by the work letter attached hereto as **Exhibit B**.

C. If a utility is not separately metered, then Tenant agrees to pay to Landlord or the party designated by Landlord, within thirty (30) days following receipt of bills therefor, Tenant's share of all utility rents, rates and charges, and all similar charges which directly relate to Tenant's use of the Premises. Tenant's share shall be determined by Landlord either by the installation of a submeter at Tenant's expense or equitable based on Landlord's reasonable judgment. In the event that Landlord shall supply any or all of the aforesaid services (whether by sub-metering or otherwise), the rates shall be no higher than the prevailing retail rate in the area for a user of Tenant's classification or the rate charged to Landlord, whichever is higher, and the charges therefor shall be deemed Additional Rent and be collectible as such on the immediately following monthly Rent due date.

D. In the event that such utility rents, rates, and charges are not paid as aforesaid, they shall be added to the next or any subsequent month's Rent thereafter to become due, subject to interest from the date when originally due at a rate of eighteen (18%) percent per annum (but not in excess of the highest rate permitted by law), and be collectible as Additional Rent. In the event that any or all of the aforesaid services shall be supplied by Landlord or by others and are not paid as aforesaid, they shall be added to the next or any subsequent month's Rent thereafter to become due, and shall be collectible as such, together with interest from the date when originally due at a rate of eighteen (18%) percent, per annum (but not in excess of the highest rate permitted by law).

21. SIGNS, ETC.

Tenant shall have the right to install signage ("**Tenant's Signage**") on all pylon and monument signs to the Property at no additional cost to Tenant, including without limitation on the Route 9 and Route 27 pylons and in the locations shown as "Tenant A-104" on the comprehensive sign plan (the "**Signage Plan**") attached hereto as **Exhibit D**. Tenant's Signage shall be subject to (a) all applicable rules, regulations, codes and directives of governmental agencies having jurisdiction over the Property and (b) the sign criteria for the Property set forth on sheet "CSP-SC" of the Signage Plan. Landlord acknowledges, confirms and agrees that Tenant's Signage attached hereto as **Exhibit D-1** complies with the sign criteria for the Property set forth on the Signage Plan. Tenant's Signage shall be installed and maintained by Tenant at Tenant's sole cost and expense. Installation of Tenant's Signage shall be made in such manner as will not affect the rights of Landlord under any roofing bond and/or other guarantee or warranty which then shall be in force and effect. Tenant's Signage must be approved by Landlord in writing before installation, which

approval shall not be unreasonably withheld; provided, however, that Tenant's standard "Anthony's Coal Fired Pizza" signage in the form attached hereto as **Exhibit D-1** is hereby approved by Landlord. Tenant shall pay a proportional share of all costs relating to any pylon signage located on the Property, including, without limitation, the cost of the pylon(s), utilities, insurance, repair and replacement. Tenant agrees that Tenant will not (i) place any signs, antennae, advertisements, or other type of structure or obstruction on the roof of the Premises or (ii) operate any loudspeaker or other devices which can be heard outside of the interior of the Premises other than (A) Tenant's security alarm and (B) Tenant's Patio Speakers (as hereinafter defined). Notwithstanding the foregoing, Tenant may install speakers for its sound system on the Patio Area ("**Tenant's Patio Speakers**") so long as (x) Tenant plays the same music that is played inside the Premises, (y) such music is not played at a level that disturbs other tenants in the Property and (z) the playing of such music complies with all applicable laws, ordinances and regulations (including any applicable noise ordinances). Tenant agrees not to place any paper sign on any window of the storefront except those specifically approved by Landlord in advance, and in any case, window signs shall never include exposed neon tubing, or cover more than ten (10%) percent of the window area at any time.

22. TAXES

A. Tenant shall pay to Landlord, as Additional Rent, on a monthly basis, Tenant's Proportionate Share (as defined in Section 5) of Tax Rent (as hereinafter provided). For the purposes of this Article the term "**taxes**" shall include all real estate taxes, assessments, water and sewer rents and other governmental impositions and charges of every kind and nature whatsoever, extraordinary as well as ordinary, foreseen and unforeseen, and each and every installment thereof, which shall or may during the Term be levied, assessed, imposed, become due and payable out of or for the Property or any part thereof, or any land, buildings, or other improvements therein including, without limitation, all taxes, assessments and similar charges, whether foreseen or unforeseen, that now or in the future be levied, assessed or charged including, without limitation, taxes on rents. Whether or not Landlord shall take the benefit of the provisions of any statute or ordinance permitting any assessment for public betterments or improvements to be paid over a period of time, Landlord shall, nevertheless, be deemed to have taken such benefit so that the term "**taxes**" shall include only the current annual installment of any such assessment and the interest on unpaid installments. A tax bill or copy thereof submitted by Landlord to Tenant shall be conclusive evidence of the amount of a tax or installment thereof. Without in any way obligating Landlord to seek tax abatements, in the event that Landlord applies for and receives an abatement of taxes during any year, Tenant shall be entitled to Tenant's proportionate share of such abatement, less Landlord's expenses in pursuing and obtaining the abatement. If any governmental authority imposes, assesses or levies a tax on rent or any other tax upon Landlord as a substitute in whole or in part for a real estate tax or assessment, the substitute tax shall be deemed a tax for purposes of this paragraph.

B. **Computation of tax rent.** On the first day of each month during the Term, Tenant shall pay to Landlord, in advance, the amount (herein called "**Tax Rent**") obtained by multiplying 1/12 of all taxes payable during each fiscal year in which the month in question falls by the Floor Ratio. The "**Floor Ratio**" shall be the proportion to which the gross square footage of the Premises bears to the total leasable ground floor area of all buildings (including building demised to Tenant)

comprising the Property (provided that, at Landlord's election, Landlord may equitably adjust such proportion and the taxes included in the determination of Tax Rent, to reflect the payment by tenant(s) of taxes on their buildings, including, for example, a free standing restaurant or an outparcel tenant). If on the first day of the month in question the amount of any tax payable during the then current fiscal year shall not have been determined by the taxing authority, then the Tax Rent then payable shall be based on Landlord's estimate of the taxes that will be levied, subject to adjustment when the amount of such tax shall be determined. If the amount of Tax Rent exceeds the amount Tenant has paid to Landlord, Tenant shall make such additional payment as is necessary within thirty (30) days following notice from Landlord. If the amount of Tax Rent paid by Tenant exceeds the amount of Tenant's Tax Rent, then any overpayment shall be applied by Landlord to the next payment of Rent or Additional Rent owed by Tenant to Landlord.

23. NON-LIABILITY OF LANDLORD

Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by the acts or omissions of persons occupying any space adjacent to or adjoining the Premises, or any part thereof, occurring inside the Premises, or for any loss or damage resulting to Tenant or its property from water, gas, steam, fire, or the bursting, stoppage or leaking of sewer pipes.

24. INDEMNITY

A. Tenant agrees to indemnify and save Landlord and any ground and underlying lessor(s) of the Premises or the Property harmless from and against any and all claims and demands (except to the extent same result from the negligence or willful misconduct of Landlord or any such ground or underlying lessor(s) or their respective agents, contractors, servants or employee(s)) for, or in connection with, any accident, injury, or damage whatsoever caused to any person or property arising directly or indirectly out of the business conducted in the Premises or occurring in, on, or about the Premises or any part thereof or on the sidewalks adjoining the same, or arising directly or indirectly from any act or omission of Tenant or any concessionaire or subtenant or their respective licensees, servants, agents, employees, or contractors wherever occurring, and from and against any and all costs, expenses, and liabilities incurred in connection with any such claim or proceeding brought thereon.

B. Landlord agrees to indemnify and save Tenant harmless from and against any and all claims and demands (except to the extent such result from the negligence or willful misconduct of Tenant or its agents, contractors, servants, or employees, subtenants licensees or contractors or, while in the Premises or transferring merchandise from the Premises) for, or in connection with any accident, injury, or damage whatsoever caused to any person or property at the Property to the extent arising directly out of the negligence or willful misconduct of Landlord or its servants, agents, employees or contractors.

25. RIGHT TO CURE DEFAULTS

If Tenant shall fail to comply fully with any of Tenant's obligations under this Lease (including, without limitation, Tenant's obligations to make repairs, maintain the required insurance, comply with all laws, ordinances and regulations and pay all bills for utilities), then Landlord shall have

the right, after ten (10) days prior written notice to Tenant, (except in emergencies in which case notice shall not be required) at Landlord's option, to cure such breach at Tenant's expense if Tenant fails to cure or commence to cure said breach, within said ten-day period. Tenant agrees to reimburse Landlord (as Additional Rent) for all reasonable costs and expenses incurred as a result thereof.

26. TENANT'S DEFAULT

A. If Tenant shall: (1) default in the payment on the date due of the Rent reserved herein or any payment of Additional Rent reserved herein, or any part of either, or in the making of any other payment provided for herein (and, with respect to the first two (2) such failures in any twelve (12) month period, such failure continues for more than five (5) days following notice from Landlord, but thereafter during such twelve (12) month period, no further notices or cure period shall be required); (2) default in the observance of any of the other terms, covenants, or conditions of this Lease and such default shall continue for more than thirty (30) days following written notice of such default, provided, however, that if the nature of Tenant's noncompliance is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commenced such cure within said thirty (30) day period and thereafter diligently and continuously prosecutes such cure to completion; (3) assign this Lease, except as permitted in Article 17; (4) make an assignment for the benefit of creditors or file a voluntary petition in bankruptcy or be, by any court, adjudicated a bankrupt or take the benefit of any insolvency act; (5) be dissolved, voluntarily or involuntarily; (6) have a receiver or trustee of Tenant or Tenant's property appointed in any proceedings other than bankruptcy proceedings and such appointment, if made in proceedings instituted by Tenant, shall not be vacated within twenty (20) days after it has been made or if made in proceedings instituted by other than Tenant, shall not be vacated within ninety (90) days after it has been made; (7) fail to move into or take possession of the Premises within forty-five (45) days following the Commencement Date, or failure to open the Premises for the Permitted Use within sixty (60) days after the Rent Commencement Date, unless from the delivery of possession of the Premises to the end of such sixty (60) day period, Tenant has diligently pursued the performance of Tenant's Work and the opening in the Premises (subject only to Landlord caused delay and force majeure); (8) abandon, desert or vacate the Premises (which for purposes of this Lease shall mean either removing from the Premises substantially all of Tenant's fixtures and personal property or failing to have the Premises open to the public for more than fifteen (15) consecutive days in any one calendar month, except in the event Tenant is diligently and continuously renovating, rehabilitating or performing alterations in the Premises); or (9) record or attempt to record this Lease.

Upon the happening of any one or more of the defaults or events above mentioned, then, at Landlord's election, exercised by a notice of termination, this Lease and the Term hereof shall wholly cease and expire with the same force and effect as set forth as of the date of expiration of the Term. The effective date of such termination shall be the date specified in notice from Landlord to Tenant of default pursuant to this Article. The termination of this Lease shall not in any manner limit Landlord's remedies pursuant to this Lease, or at law and in equity, all of which are expressly reserved.

In the event of any one or more defaults, and without limiting Landlord's other rights, Landlord may reenter the Premises, in accordance with the law, and have possession of the same and may secure the Premises, including changing locks on the Premises, and removing Tenant's possessions or fixtures from the Premises and may recover possession of the Premises in the manner prescribed by the statute relating to summary proceedings or similar statutes, it being understood that no demand for rent and reentry for condition broken and no notice to quit possession or other notices prescribed by statute shall be necessary to enable Landlord to recover such possession.

B. In case of any default described in Article 26A, or reentry, expiration or dispossession by summary proceedings or otherwise (including, without limitation, the termination of this Lease as set forth above), Rent, Additional Rent, or other payments provided for herein, shall thereupon become due and Tenant shall pay such amounts up to the time of such reentry, dispossession and/or expiration, together with such expenses as Landlord may incur for legal expenses, attorneys' fees, brokerage fees and/or putting the Premises in good order or for preparing the same for releasing.

C. In case of any default described in Article 26A, or reentry, expiration or dispossession by summary proceedings or otherwise (including, without limitation, the termination of this Lease as set forth above), Landlord shall (notwithstanding any other provisions of this Lease) be entitled, at Landlord's option, in addition and without prejudice to any other rights or remedies Landlord may have hereunder or at law or in equity to recover from Tenant as damages, in addition to any unpaid Rent, unpaid Additional Rent, or any other unpaid payment provided for in this Lease accrued to the date of such reentry, expiration, and/or dispossession, an amount equal to the difference between the Rent and Additional Rent reserved hereunder for what would otherwise have been the unexpired portion of the Term (had such reentry, expiration and/or dispossession not occurred) and the then fair market rental value of the Premises for such unexpired portion of the Term discounted to its then present value. For purposes of determining present value, the parties shall use an annual interest rate of three (3%) percent. Landlord shall be entitled to recover and receive the full amount of such damages at whatever time after such reentry, expiration, termination and/or dispossession Landlord seeks to recover the same. Nothing contained herein shall limit or prejudice the right of Landlord to prove and obtain as damages, by reason of the default or other event or occurrence as a result of which such reentry, expiration or dispossession shall have occurred, an amount equal to the maximum amount allowed by any statute or rule of law in effect at the time such damages are to be proved, whether or not such amount is greater, equal to, or less than the amount of the difference referred to above. In determining the then fair market rental value of the Premises, the rental realization upon any re-letting, if such reletting shall be accomplished within a reasonable time after time re-entry, expiration, and/or dispossession shall be deemed prima facie to be such fair market rental value. Landlord shall be entitled, in addition to the amount of such difference, to also recover such reasonable expenses as Landlord may incur in connection with such re-entry and/or dispossession and any reletting of the Premises, such as legal expenses, attorneys' fees, brokerage fees, and the costs and expenses incurred in connection therewith and in keeping the Premises in good order and preparing the same for reletting (including the cost of concessions of free Rent, tenant improvements, or moving costs or any such concessions or payments made by Landlord to a successor tenant).

D. Landlord, at Landlord's option, may make such alterations, repairs, replacements, and/or decorations in the Premises as Landlord, in Landlord's reasonable judgment, considers advisable and necessary for the purpose of reletting the Premises; and the making of such alterations and/or decorations shall not operate or be construed to release Tenant from liability hereunder as aforesaid.

E. In the event of a breach or threatened breach by Tenant of any of the covenants or provisions of this Lease, Landlord also shall have the right of injunction and the right to invoke any remedy allowed at law or in equity as if the re-entry, summary proceedings, and other remedies are not herein provided for. Mention in this Lease of any particular remedy shall not preclude Landlord from any other remedy, in law or in equity.

F. No receipt of Rent by Landlord from Tenant after the termination in any of this Lease or after giving any notice shall re-instate, continue or extend the Term, or affect any notice. No receipt of Rent after the commencement of suit, or after final judgment for possession of the Premises, shall re-instate, continue or extend the Term or affect said suit or judgment.

27. SUBORDINATION

Landlord and Tenant agree that at the option of Landlord or Landlord's mortgagee, this Lease shall become subordinate to all mortgages, in any amounts, and all advances thereon which may now or hereafter affect such leases, or the real property of which the Premises is a part, and to all renewals, modifications, consolidations, participations, replacements, and extensions thereof. The term "**mortgage**" as used herein shall be deemed to include, without limitation, mortgages, trust indentures, deeds of trust and ground leases. Landlord hereby represents to Tenant that there is no mortgage encumbering the Property as of the date of this Lease. Landlord shall use reasonable efforts to deliver a subordination, attornment and nondisturbance agreement ("**Nondisturbance Agreement**") from any future mortgagee of Landlord, which shall provide, *inter alia*, that the leasehold estate granted to Tenant under this Lease will not be terminated or disturbed by reason of the foreclosure of the mortgage held by such future mortgagee, so long as Tenant shall not be in default under this Lease and shall pay all sums due under this Lease without offsets or defenses thereto and shall fully perform and comply with all of the terms, covenants and conditions of this Lease on the part of Tenant to be performed and/or complied with, and in the event such mortgagee or its successors or assigns shall enter into and lawfully become possessed of the Premises covered by this Lease and shall succeed to the rights of Landlord hereunder, Tenant will attorn to the successor as its landlord under this Lease and, upon the request of such successor Landlord, Tenant will execute and deliver an attornment agreement in favor of the successor landlord. The initial Nondisturbance Agreement that Landlord shall use reasonable efforts to deliver as aforesaid shall be in the form attached hereto as **Exhibit F** or in such other form as Landlord's future mortgagee may reasonably require.

28. SURRENDER OF PREMISES

On the last day or sooner termination of the Term, Tenant shall quit and surrender the Premises broom-clean, in good condition and repair (insured casualty being governed by the applicable provisions of this Lease), together with all alterations, additions and improvements which may

have been made in, on, or to the Premises, except furniture, personal property or trade fixtures put in at the sole cost of Tenant, which furniture, personal property or trade fixtures Tenant may remove at any time during the term of this Lease, provided that Tenant shall repair any damage occasioned by such removal; provided, however, that Tenant shall ascertain from Landlord at least thirty (30) days before the end of the Term whether Landlord desires to have the Premises or any part thereof restored to the condition in which it was originally delivered to Tenant (flooring and wall partitions excepted), and if Landlord shall so desire, then Tenant, at its own cost and expense, shall restore the same before the end of the Term. Tenant shall, on or before the end of the Term, remove from the Premises all its property, together with any alterations, additions and improvements, the removal of which is requested by Landlord, and any or all such property not so removed shall become the property of Landlord or be disposed of by Landlord, at Tenant's cost and expense, without further notice to or demand upon Tenant. If the Premises is not surrendered as and when aforesaid, Tenant shall indemnify Landlord against loss or liability resulting from the delay by Tenant in so surrendering the Premises including, without limitation, any claims made by any succeeding occupant founded on such delay. Tenant's obligations under this Article 28 shall survive the expiration or sooner termination of the Term.

29. RIGHT OF REDEMPTION

Tenant waives any and all rights of redemption conferred by statute or otherwise, to the extent legally authorized, upon the expiration or sooner termination of the Term or upon the entry of final unappealable judgment for recovery of possession through any action or proceeding.

30. EFFECT OF UNAVOIDABLE DELAYS

The provisions of this Article "30" shall be applicable if there shall occur, during or prior to the Term, any; (a) strike(s), lockout(s), or labor dispute(s); (b) inability to obtain labor, materials or reasonable substitutes therefor; or (c) acts of God, governmental restrictions, regulations or controls, enemy or hostile governmental actions, civil commotion, insurrection, revolution, sabotage, or fire or other casualty, acts or failure to act by Tenant, or other conditions similar to those enumerated in foregoing items (a), (b) and (c) beyond the reasonable control of Landlord (provided that in no event shall financial difficulty or inability be a source for the claim of an unavoidable delay). If as the result of any such event, Landlord shall fail punctually to perform any Lease obligation, then such obligation(s) shall be punctually performed as soon as possible after such event shall abate to the degree necessary of performance to be commenced. If as a result of any such event, Tenant shall fail punctually to perform any Lease obligation, other than the requirement to pay Rent, which obligation shall not have the benefit of the provisions of this paragraph, then such obligation shall be punctually performed as soon as possible after such event shall abate to the degree necessary of performance to be commenced. If, as a result of any such event, Landlord or Tenant are unable to exercise any such right or option within any time limit provided therefor in this Lease, such time limit shall be deemed extended for a period equal to the duration that such event(s) to prevent such exercise.

31. CONSENTS

With respect to any provisions of this Lease requiring Landlord's consent or approval, Tenant, in

no event, shall be entitled to make, nor shall Tenant make, any claim for, and Tenant hereby waives any claim for monetary damages; nor shall Tenant claim any money damages by way of assertion by Tenant that Landlord has unreasonably withheld or unreasonably delayed any consent or approval; but Tenant's sole remedy shall be an action or proceeding to enforce any such provision, or for specific performance, injunction or declaratory judgment.

32. GUARANTY

All of Tenant's obligations hereunder shall be fully and unconditionally guaranteed by Anthony's Pizza Holding Company LLC, a Florida limited liability company, with offices at 200 West Cypress Creek Road, Fort Lauderdale, Florida 33309 ("**Guarantor**"). Tenant shall deliver such Guaranty in the form attached hereto as **Exhibit E** to Landlord at the time of delivery of the executed Lease to Landlord. Failure of Tenant to deliver such Guaranty, or the subsequent insolvency or bankruptcy of such guarantor under any applicable federal or state bankruptcy or insolvency law, shall be an event of default hereunder.

33. CERTIFICATES

Tenant and Landlord shall, without charge, at any time and from time to time thereafter, within fifteen (15) days after written request by the other party (containing a proposed form of the instrument), certify by a written instrument duly executed and acknowledged to any mortgagee or purchaser, or proposed mortgagee or purchaser, or any person, firm or corporation specified in such request: (a) as to whether this Lease has been supplemented or amended and if so, the substance and manner of such supplement or amendment; (b) as to the validity and force and effect of this Lease, in accordance with its tenor as then constituted; (c) as to the existence of any default thereunder; (d) as to the existence of any offsets, counterclaims, or defenses thereto on the part of the party executing the certificate; (e) as to any other matters as may reasonably be so requested. Any such certificate may be relied upon by the requesting party and any other person, firm, or corporation to whom the same may be submitted, exhibited, or delivered; and the contents of such certificate shall be binding on the executing party.

34. WAIVER OF TRIAL BY JURY

It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall and they do waive trial by jury in any action, proceeding or counterclaim brought by either party hereto against the other on any matters whatsoever arising out of or in any way connected to this Lease, the relationship of Landlord and Tenant, Tenant's use and occupancy of the Premises, and/or any claim of injury or damage.

35. QUIET ENJOYMENT

Landlord covenants and agrees with Tenant that upon Tenant paying the Rent and observing and performing all the terms, covenants and conditions on Tenant's part to be observed and performed under this Lease, Tenant shall have the right of possession of the Premises without interference from Landlord or anyone claiming legally by, through or under Landlord, subject, to the terms of

this Lease and to any mortgages, ground or underlying leases, agreements and encumbrances to which this Lease is subordinate.

36. BROKER

Both Landlord and Tenant warrant and represent to the other that it has dealt with no broker in connection with the consummation of this Lease other than Seth H. Lerner of Lerner Real Estate Group, LLC whose commission Landlord agrees to pay under separate agreement. Tenant shall indemnify and hold Landlord harmless from any loss, liability, damage, or expense (including without limitation reasonable attorneys' fees) arising from any claim for a commission or leasing fee arising out of this transaction made by any other broker or other person with whom Tenant has dealt.

37. DEFINITION OF LANDLORD

A. The term "**Landlord**" as used in this Lease means only the owner or the mortgagee in possession for the time being of the building in which the Premises are located or the holder of a Lease of both said building and the land thereunder so that in the event of any sale of said building or an assignment of this Lease or any underlying lease or a demise of both said building and land, Landlord shall be and hereby is entirely freed and relieved of all obligations of Landlord hereunder and it shall be deemed without further agreement between the parties and such purchase(s), assignee(s) or lessee(s) that the purchaser, assignee, or lessee has assumed and agreed to observe and perform all obligations of Landlord hereunder arising from and after the date of the assignment. In no event shall Landlord be liable for indirect, special or consequential damages (including, without limitation, lost profits) for any reason, or for any inconvenience, interruption or consequences resulting from the failure of utilities or any service, making repairs, improvements or doing other work at the Property, or for any loss, injury or damage caused by other tenants of the Property, their visitors, guests, invitees, employees, agents, contractors, or any other persons occupying or visiting any portion of the Property, or resulting from leaks of steam, gas, electricity, water, or any other substance from pipes, wires or other conduits, or from the bursting or stoppage thereof or from the roof or other parts of the Property, or for wetness or dampness for any reason. Any judgment, decree or award obtained against Landlord, or any succeeding owner of Landlord's interest, which is related to this Lease, the Premises or the Property, whether at law or in equity, shall be satisfied out of Landlord's equity in the Property, and further agrees to look only to such assets and to no other assets of Landlord for satisfaction. In no event shall Tenant have the right to deduct any amount owed or allegedly owed to Tenant from any rent or other sums payable to Landlord, nor shall any individual (whether an officer, shareholder, member, director or otherwise) shall be personally liable for the acts or omissions of Landlord. Tenant's sole remedy shall be an independent action against Landlord for such claim. The provisions of the preceding sentence shall be applicable to each successor Landlord.

B. Notwithstanding anything to the contrary provided in this Lease, if Landlord or any successor in interest of Landlord shall be a mortgagee, or an individual, joint venture, tenancy in common, trust, firm, or partnership, general or limited, it is specifically understood and agreed that there shall be absolutely no personal liability on the part of such mortgagee or such individual or on the part of the members of such firm, partnership, or joint venture with respect to any of the

terms, covenants, and conditions of this Lease, and that Tenant shall look solely to the equity of Landlord or such successor in interest in the Premises or the leasehold estate of Landlord or such successor in the Premises for the satisfaction of each and every remedy of Tenant in the event of any breach by Landlord or by such successor in interest of any of the terms, covenants, such exculpation of personal liability shall be absolute and without any exception whatsoever.

38. AFFILIATE

[Intentionally omitted.]

39. RELATIONSHIP OF PARTIES

Nothing contained in this Lease shall be construed to create the relationship of principal and agent, partnership, joint venture, or any other relationship between the parties hereto other than the relationship of Landlord and Tenant.

40. BILLS AND NOTICES

Except as otherwise in this Lease provided, a bill, statement, notice, or communication which Landlord may desire or be required to give to Tenant shall be deemed sufficiently given or rendered if in writing and delivered to Tenant by hand or sent by nationally recognized overnight courier, or certified or registered mail, return receipt requested, in each case addressed to Tenant at the address set forth in this section or at such other address as Tenant may designate by written notice upon at least thirty (30) days' notice, and shall be deemed given or rendered on the date of delivery by hand to Tenant or deposit with a nationally recognized overnight courier or the United States Postal Service, as applicable. Any notice by Tenant to Landlord must be served by certified or registered mail, return receipt requested or sent by nationally recognized overnight courier, at the address as set forth in this section or at such other address as Landlord may designate by written notice.

If to Landlord:

9-27 Natick LLC
c/o Crosspoint Associates, Inc.
300 Third Avenue, Suite 2
Waltham, MA 02451
Attn: John W. Hueber
Attn: James F. Carlin, III
(508) 655-0505

If to Tenant:

Anthony's Coal Fired Pizza of Natick LLC
200 West Cypress Creek Road, Suite 220
Fort Lauderdale, FL 33309
Attn: Ronald M. DiNella

with a copy to:

Dain, Torpy, Le Ray, Wiest and Garner, P.C.
745 Atlantic Ave., 5th Floor
Boston, MA 02111
Attn: Crosspoint – 881 Worcester Street, Natick

with a copy to:

Kapp Morrison LLP
7900 Glades Road, Suite 550
Boca Raton, FL 33434
Attn: Stuart T. Kapp, Esq.

41. WAIVER

One or more waivers of any covenant or condition by Landlord shall not be construed as a waiver of a subsequent breach of the same or any other covenant or condition, and the consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be construed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant.

42. DEFINITIONS

Wherever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders. The paragraph headings used herein are for reference and convenience only. Each and every term and provision of this Lease which requires any performance (whether affirmative or negative) by Tenant shall be deemed to be both a covenant and a condition. The words "re-enter" and "re-entry" as used herein are not restricted to their technical legal meaning.

43. INTEGRATION

No oral statement or prior written matter shall have any force or effect. No waiver of any provision of this agreement shall be effective unless in writing, signed by the waiving party. Tenant agrees that it is not relying on any representations or agreements other than those contained in this Lease. This agreement shall not be modified except by a writing subscribed by all parties, nor may this Lease be cancelled by Tenant except with the written consent of Landlord, unless otherwise specifically provided herein. The covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, distributees, executors, administrators, successors, and, except as otherwise provided in this Lease, their assigns.

Each term and each provision of this Lease to be performed by Tenant shall be construed to be both a covenant and a condition. It is the intention of the parties hereto that the obligations of Tenant hereunder shall be separate and independent covenants and agreements, and that Rent and any other amounts payable by Tenant hereunder shall continue to be payable in all events, and that the obligations of Tenant hereunder shall continue unaffected, unless the requirement to pay or perform the same shall have been terminated pursuant to the express provisions of this Lease. This Lease shall not terminate and Tenant shall not have any right to terminate this Lease, during the Term (except as otherwise expressly provided in this Lease). Tenant agrees that Tenant shall not take any action to terminate, to rescind or to avoid this Lease notwithstanding any default by Landlord hereunder, or under any other agreement between Landlord and Tenant. Tenant waives all rights which are not expressly stated herein, but which may now or hereafter otherwise be conferred by law, to quit, terminate or surrender this Lease or any of the Premises; to any setoff, counterclaim, recoupment, abatement, suspension, deferment, diminution, deduction, reduction or defense of or to Rent or any other amounts payable under this Lease, except as specifically set forth in this Lease and for any statutory lien (or statutory offset right) against Landlord or its property.

44. NOTICE TO MORTGAGEE

After receiving notice from any person, firm, or other entity that it holds a mortgage which includes the Premises as part of the mortgaged Premises no notice from Tenant to Landlord shall be effective unless and until a copy of the same is given to such holder or ground lessor and the curing of any of Landlord's defaults by such holder or ground lessor shall be treated as performance by Landlord.

45. ASSIGNMENT OF RENTS

With reference to any assignments by Landlord of Landlord'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 ground lease on property which to the holder of a mortgage or ground lease on property which includes the Premises, Tenant agrees: (1) that the execution thereof by Landlord and the acceptance thereof by the holder of such mortgage, or the ground lessor, shall never be treated as any assumption by such holder or ground lessor of any of the obligations of Landlord hereunder, unless such holder or ground lessor, shall, by notice sent to Tenant, specifically otherwise elect; and (2) that, except as aforesaid, such holder or ground lessor shall be treated as having assumed Landlord's obligations hereunder only upon the foreclosure of such holder's mortgage and/or the taking of possession of the Premises, or, in the case of a ground lessor, the assumption of Landlord's position hereunder by such ground lessor, and then only to the extent arising from and after the assumption.

46. LANDLORD'S DEFAULT

In no event shall Landlord be in default in the performance of any of its obligations hereunder unless and until Landlord shall have failed to perform such obligations within thirty (30) days or such additional time as is reasonably required to correct any such default, in each case after Landlord's receipt of notice from Tenant properly specifying wherein Landlord has failed to perform any such obligation. Further, if the holder of a mortgage which includes the Premises or a ground lessor of land including the Premises notifies Tenant that such holder or ground lessor has taken over Landlord's rights under this Lease, Tenant shall not assert any right or any monetary claim against Landlord.

47. ATTORNMEN

At the option of Landlord, or any successor Landlord or the holder of any mortgage affecting the fee of the Premises, Tenant agrees that neither the cancellation nor the termination of any ground or underlying lease to which this Lease is now or may become subject or subordinate, nor any foreclosure of a mortgage affecting the fee title of the Premises, nor the institution of any suit, action, summary, or other proceeding by Landlord herein, or any successor Landlord, or any foreclosure proceeding brought by the holder of any such mortgage, or to recover possession of the Premises shall, by operation of law, or otherwise, result in the cancellation or termination of this Lease or the obligations of Tenant hereunder, and Tenant covenants and agrees to attorn to Landlord or to any successor to Landlord's interest in the Premises, or to such holder of such mortgage or ground or underlying lease or to the purchaser of the Premises in foreclosure.

48. FINANCIAL STATEMENTS

A. Tenant agrees to furnish to Landlord upon Landlord's request, at any time, financial statements of the Guarantor) prepared by an independent Certified Public Accountants (including, but not limited to, a balance sheet and a profit and loss statement) if, as, and when such statements may be required by Landlord (Landlord's lender and by Landlord upon any proposed transfer of ownership at the Property). Notwithstanding the foregoing, Landlord shall request such financial statements no more than twice annually, except as provided in Article 48B (or in the case of a proposed transfer of ownership). Tenant shall be under no obligation to create any financial statements which are not existing at the time of the request; Landlord acknowledges that the Guarantor has its financial statement prepared once annually and that no separate financial statement is prepared for the Tenant.

B. In addition to the financial statements described in Article 48A above, on or before the 30th day after the expiration after each Lease Year, Tenant shall submit to Landlord an annual statement showing the Gross Sales of the Premises for said Lease Year. Annual statements shall be signed by a principal executive of Tenant and annual statements shall be provided by the Tenant based upon books and records of Tenant. For purposes of this paragraph "Gross Sales" shall be the total amount of all sales of merchandise or service made in, upon or from the Premises during said Lease Year, whether the same shall be made by Tenant or by any other person, at wholesale or at retail whether for cash or on credit, whether delivered from the Premises or elsewhere.

49. OPERATING EXPENSES and COMMON AREAS

Tenant agrees to pay to Landlord a charge for "Operating Expenses" for each calendar year (or portion thereof) as set forth in this Section.

A. The Operating Expenses for each calendar year or portion thereof shall be paid by Tenant as follows: Landlord shall, at or before the start of such calendar year, notify Tenant of the amount which Landlord estimates will be the amount of the Operating Expenses and Tenant's share thereof ("Tenant's OE Share") for such calendar year or portion thereof; and Tenant shall pay such amount in equal monthly installments in advance on or before the first of each month. On or before April 1 of each year and, at Landlord's option, upon any transfer of ownership in the Property (or, in each case, as soon as Landlord is able, there being no default or other remedy resulting from Landlord's failure to timely provide the following described statement), Landlord shall submit to Tenant a statement showing the Operating Expenses and Tenant's OE Share to be paid by Tenant with respect to the preceding calendar year or year-to-date of the transfer in ownership, as the case may be, computed in accordance with the provisions of this Article, the amount thereof theretofore paid by Tenant during such preceding calendar year or year-to-date, and the amount of the resulting balance due thereon, or overpayment thereof, as the case may be. Appropriate adjustment shall thereupon be made between the parties on the basis of such statement. If such reconciliation shows any underpayment, then Tenant shall pay such deficiency within thirty (30) days of receipt of statement. In the event of an overpayment, Landlord shall apply any excess payment to the next

payment of Additional Rent due from Tenant to Landlord, provided that Tenant is not in default and provided that there are no outstanding balance owed by Tenant to Landlord. Each statement shall be final and conclusive between the parties, their successors, and assigns, as to the matters set forth therein, if no objection is raised with respect thereto within ninety (90) days after submission of each statement to Tenant.

B. Tenant's OE Share for each calendar year shall be determined by multiplying Landlord's Operating Expenses (as defined in subparagraph C of this Article "49") for the calendar year in question by a fraction, the numerator of which shall be the gross square footage of floor area of the Premises and the denominator of which shall be the gross square footage of leasable floor area of all buildings (including the building in which the Premises is located) in the Property. For purposes of this Lease, Tenant's OE Share initially shall be 4.3%. To the extent that one or more tenants either perform services or work, or pay directly costs, in each case that would otherwise be included in Operating Expenses, then Landlord shall have the option to recalculate Tenant's OE Share to equitable take the foregoing into account (meaning adjusting the foregoing denominator and the Operating Expenses to reflect such facts).

C. Landlord's "Operating Expenses" shall include, without limitation, all costs and expenses of every kind or nature incurred by Landlord in the operation of the Property including, without limitation, costs of maintenance, repair, replacement, lighting, gardening and landscaping; public liability, property damage, flood and earthquake, sign and rent insurance; structural repairs and maintenance; painting and decorating; parking field and common area striping and lighting (including cost of electricity and maintenance and replacement of fixtures and bulbs); work required for compliance with laws and insurance policies; policing and regulating traffic; rubbish, garbage, and other refuse removal; machinery, equipment, and supplies used in the operation and maintenance of the Common Areas and facilities (including the cost of inspection); repairing of paving, curbs, walkways and resurfacing the parking field (provided that with respect to the cost of resurfacing the parking field, Tenant's OE Share shall include only the annual amortized portion of such estimated costs calculated on a ten (10) year life); utility and drainage fees and repairs (including connection charges); cost of on-site personnel to implement the operation, maintenance, management, leasing and repairs of the Property as provided above (including Worker's Compensation Insurance covering personnel), security, police and fire protection, to the extent provided without the identification of same imposing a requirement that Landlord provide such security, police or fire protection), all of the foregoing any other services and work to be in a manner deemed by Landlord to be reasonable and appropriate and for the best interests of the Property and allocated to any particular calendar year on the accrual method of accounting. There shall be included, without limitation, in Operating Expenses a management fee equal to fifteen percent (15%) percent of all Operating Expenses and taxes (as defined in Section 22 of this Lease), and the amortization of the cost of capital improvements, including but not limited to the cost of replacement of the roof, over the useful life of the capital improvement as reasonably determined by Landlord. Landlord warrants that the roof of the building in which the Premises is located shall be in good condition and repair as of the Commencement Date.

D. "Common Areas" means the portions of the Property, whether owned or ground leased by Landlord or made available for use by other owners or ground lessors of parcels within the Property, which have, at the time in question, been designated and improved from time to time

(and subject to Landlord's rights, from time to time, to remove or add to areas from use as common areas and subject further to Landlord's rights to designate certain areas as being for the exclusive use of one or more tenants, such as temporary outdoor sales areas and certain short term or other specially designated parking spaces which areas Landlord still may classify as "Common Areas") for common use by or for the benefit of the Property (including, without limitation, if and to the extent facilities therefor are provided by Landlord at the time in question, the land and facilities utilized as parking lots; roofs, siding, structural elements and building systems including plumbing, electrical, heating, ventilation and air-conditioning systems and sewer lines and connections; all mail areas; access and perimeter roads; truck passageways; fire corridors, service corridors and stairways providing access from the Premises to such platforms and truck passageways; landscaped areas; exterior walks; stairways and ramps, stairs, underground storm and sanitary sewers and drains, utility lines and the like installed at the cost of Landlord; washrooms comfort rooms, drinking fountains, toilets and the like).

50. INSURANCE

Tenant agrees to pay as part of Tenant's OE Share or, at Landlord's election, separately, Landlord's Insurance Costs. The term "**Landlord's Insurance Costs**" shall include, without limitation and at Landlord's election, all costs of all types and coverages of insurance insuring the Property or any portion thereof or rights therein (including, without limitation, the Common Areas) plus the management fee and/or administrative fee set forth above. Said coverage may include, without limitation, fire, extended coverage, flood and earthquake coverage, rent insurance, and liability. Should Landlord elect to bill Tenant monthly for such insurance, then Tenant agrees to pay an amount equal to one-twelfth of the annual cost of such insurance each month. The amount of such insurance shall be an Additional Rent under this Lease.

51. LATE CHARGES

If any payment of Rent pursuant to the provisions of this Lease shall not be paid to and received by Landlord when due, then Tenant shall pay to Landlord, as and for a late charge and as Additional Rent an amount equal to the lesser of ten (10%) percent of the amount not timely paid or \$500.00; provided that Landlord hereby waives the Late Charge for the first late payment in any given calendar year. In addition, any Rent and Additional Rent not paid within five (5) days of when due shall bear interest from the date due to Landlord until paid at the variable rate (the "**Default Interest Rate**") equal to the higher of (i) the rate from time to time at which interest accrues on amounts not paid when due under the terms of Landlord's first mortgage financing for the Premises, as from time to time in effect, and (ii) one hundred and fifty percent (150%) of the variable rate of interest from time to time announced by Bank of America, N.A. (or its successor) as its base rate or, if such rate can no longer be determined, the variable rate of interest from time to time announced by a major commercial bank with administrative offices in Boston, Massachusetts selected by Landlord as its base or prime rate (the "**Interest Rate**"), but in no event higher than the maximum rate permitted by law.

52. EFFECT OF SUBMISSION

The submission of this Lease for examination does not constitute an offer to lease, and this Lease becomes effective only upon execution thereof by Landlord and Tenant.

53. CAPTIONS

The captions and Article headings used herein are for reference and convenience only and shall not enter into the interpretation of this Lease.

54. OPTION TO EXTEND

Tenant herein is granted the right to extend the Term hereof for two (2) five (5) year terms (the "Extended Terms"), provided, however, that Tenant shall meet all of the following conditions:

- A. Tenant shall have given written notice to Landlord of its exercise of the right to extend prior to twelve (12) months before the termination of the then current term.
- B. Any extension of the Term shall be under the same terms and conditions as the original Term or as specifically outlined as pertinent to any Extended Term (and upon the exercise of the options for the Extended Terms, there shall be no further options to extend the Term).
- C. At Landlord's election, the exercise of the right to extend shall be valid only if Tenant shall be open and operating and not be in default (or beyond any applicable grace period therefor) of any of the terms or conditions of this Lease, either at the time stipulated for notice of exercise of the right to extend or at the commencement of the Extended Term.
- D. Tenant shall not have made late payment of Rent more than two (2) times in any twelve (12) month period during the Term immediately preceding the exercise of Tenant's right to extend.

55. RELOCATION

[Intentionally omitted]

55. PERCENTAGE RENT

[Intentionally omitted]

56. HAZARDOUS WASTE AND MATERIALS

Tenant covenants and agrees to comply with all federal, state and local laws and by-laws and rules and regulations thereunder governing the use, storage and disposal of hazardous materials and oil at the Premises (as hereinafter defined) and in connection therewith Tenant agrees that it shall:

- (i) not store (except in compliance with all laws, ordinances, and regulations pertaining thereto), or dispose of any hazardous material or oil on the Premises;

(ii) neither directly nor indirectly transport or arrange for the transport of any hazardous material or oil (except in compliance with all laws, ordinances and regulations pertaining thereto);

(iii) provide Landlord with written notice: (a) upon Tenant's obtaining knowledge of any potential or known release; or threat of release, of any hazardous material or oil at or from the Premises; (b) upon Tenant's receipt of any notice to such effect from any federal, state or other governmental authority; and (c) upon Tenant's obtaining knowledge of any incurrence of any expense or loss by such governmental authority in connection with the assessment, containment, or removal of any hazardous material or oil for which expense or loss Tenant may be liable for which expense a lien may be imposed on the Premises;

(iv) not use, store or dispose of perchloroethylene at or from the Premises at any time.

Tenant shall indemnify, defend and hold Landlord harmless of any claim brought or threatened against Landlord by any governmental agency or authority or any other person (as well as from attorneys' fees and expenses in connection therewith) on account of the release of hazardous material or oil on or from the Premises caused by Tenant or the failure by Tenant to comply with the terms and provisions hereof (each of which may be defended, compromised, settled or pursued (by Landlord) with counsel of Landlord's selection, but at the expense of Tenant. This indemnification shall survive the expiration or other termination of this Lease.

If Tenant fails to comply with the requirements of any applicable federal, state or other governmental law with respect to the use, treatment, disposal or storage of hazardous materials or oil on the Premises, Landlord may, at his election, but without obligation to do so, take any and all actions that he deems necessary to cure said failure of compliance and any and all amounts paid as a result thereof, together with interest thereon at the highest rate allowed by law from the date of payment, shall be immediately due and payable by Tenant to Landlord; or Landlord by the payment of any assessment, claim or charge may, if he sees fit, be thereby subrogated to the rights of any governmental agency or authority having a claim against Tenant, but such payment shall not be deemed to relieve Tenant from any default hereunder or impair any right or remedy with respect thereto.

The terms "hazardous material(s)", "oil", "release", and "threat of release" shall have the same meanings given those terms in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. Section 9601 et seq. as amended.

Tenant shall comply with all state and local laws, by-laws, rules and regulations with respect to the use and operation of the septic system serving the Premises, and shall, at Tenant's cost and expense install and maintain all equipment required in connection with Tenant's use thereof.

57. PARTIAL INVALIDITY

If any term, covenant, condition or provision of this Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereof.

58. GOVERNING LAW

This Lease shall be governed and construed in accordance with the laws of the State in which the Premises are located.

59. ARBITRATION / DISPUTE RESOLUTION

A. Negotiation. Either party may give the other party written notice of a dispute under this Lease. Within ten (10) days after receipt of such notice, the receiving party shall submit to the other a written response. The notice and response shall include (i) a statement of each party's position and a summary of the evidence and arguments supporting its position and (ii) the name and title of the officer or executive who will act for that party. Officers or executives shall be selected to act for the parties in negotiations only if they (I) are among the senior executive personnel for the party in question, (II) have authority to settle the controversy. The executives shall meet at a mutually acceptable time and place within twenty (20) days of the date of the originating party's notice (and as often thereafter as they reasonably deem necessary) to exchange relevant information and to attempt to resolve the dispute.

B. Mediation. If the matter has not been resolved within thirty (30) days of the originating party's notice, either party may initiate mediation of the controversy or claim.

(i) Selection of Mediator. The parties shall seek to identify within ten (10) day after initiation of mediation a mutually acceptable mediator, who shall mediate the dispute in accordance with the now current AAA Commercial Mediation Rules, except that the mediator selected pursuant to this Article shall act as the administrator of the mediation and shall have all of the powers and duties conferred on the AAA pursuant to said Rules. Any conflicts between said rules and this Article shall be resolved in favor of this Article. If the parties are unable or fail timely to agree upon the mediator, upon request of either party, the dispute shall be submitted for mediation to the American Arbitration Association ("AAA") or any successor entity. If neither the AAA nor any successor entity exists at the time of the dispute, the dispute shall be submitted for mediation to the largest private provider of dispute resolution services then doing business in the greater Boston area.

(ii) Proceedings. Attendance at the mediation shall be limited to the parties and their counsel. All information exchanged or presented to the mediator in these proceedings, whether in oral, written or other form, and the results of the proceedings, shall be confidential and except as required by law shall not be disclosed to any person or entity, including but not limited to any arbitrator(s) in a subsequent proceeding, without prior written permission from both parties. A party offering evidence or information in mediation shall not be precluded thereby from offering that evidence or information in any other proceeding.

C. Arbitration. If the matter has not been resolved pursuant to the aforesaid mediation procedure within twenty (20) days of the selection of the mediator, or if either party does not participate in mediation, either party may initiate binding arbitration in accordance with the then current AAA Arbitration Rules and Procedures. Any conflicts between said rules and this Article shall be resolved in favor of this Article.

(i) Selection of Arbitrator(s). Each party shall within ten (10) days select one Qualified Neutral to act as an arbitrator. The two selected arbitrators (or either acting singly if a party has failed timely to appoint a Qualified Neutral) shall, within ten (10) days of the appointment of the second arbitrator, select a third Qualified Neutral who shall be the chairperson of the panel. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator within ten (10) days of the appointment of the second arbitrator, the third arbitrator shall be selected by the AAA or any successor entity. If neither the AAA nor any successor entity exists at the time of the dispute, the arbitrator shall be selected by the largest private provider of dispute resolution services then doing business in the greater Boston Area.

(ii) Proceedings. The arbitration shall take place in Boston, Massachusetts, and shall be governed by and conducted in accordance with, the Federal Arbitration Act, 9 U.S.C. SS 1 et seq. No arbitration conducted pursuant to this Article shall be consolidated with any other proceeding. Attendance at the arbitration proceedings shall be limited to the parties and their counsel any witnesses. The arbitration hearing shall not last more than three days, unless both parties agree otherwise. All information exchanged or presented to the arbitrator(s) in these proceedings, whether in oral, written or other form, and the results of the proceedings, shall be confidential and except as required by law shall not be disclosed to any person or entity without prior written permission from both parties to these proceedings. Either party may, without first obtaining the other party's consent, file dispositive motions to resolve the dispute prior to a factual hearing, including but not limited to motions to dismiss, motions to strike, motions for judgment on the pleadings and motions for summary judgment. Such motions shall be filed and decided in accordance with the AAA Comprehensive Arbitration Rules. A party offering evidence or information in this arbitration shall not be precluded thereby from offering that evidence or information in any other proceeding.

(iii) Award. The arbitrator(s) shall issue a written decision, stating the reasons for the decision, within twenty-one (21) days of the termination of the arbitration proceedings. Any such award shall be binding and shall have the same force and effect as a judgment made in a court of competent jurisdiction, and either party shall have the right to apply to a court of competent jurisdiction for a decree, judgment or order upon such award. The arbitrator(s) shall award to the prevailing party reasonable attorneys' fees and costs associated with the mediation and arbitration proceedings except as otherwise specifically provided in this Lease.

D. Interim Relief. In any dispute covered by this Article, either party may, notwithstanding the other provisions of this Article, request at any time a temporary restraining order or preliminary injunction from any court of competent jurisdiction without thereby waiving its other rights under this Article.

E. Costs. For any dispute resolved without the issuance of an arbitral award, all costs incurred for the services of neutrals under this Article shall be borne equally by the parties. For any dispute resolved by arbitral award, such costs shall be borne by the non-prevailing party. If an arbitration award is issued and the non-prevailing party does not comply with its terms within thirty (30) days of its issuance or if the non-prevailing party in the arbitration unsuccessfully challenges the award in court, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred in connection with the enforcement and/or challenge of the award.

F. Indemnification. Except as otherwise provided in this Lease, the parties shall rely solely on the procedures set forth in this Article to resolve any dispute subject to this Article. If either party files an action in court, or proceeds with litigation that has already been filed, in violation of this Lease, that party shall indemnify the other party for its costs and attorneys' fees incurred as a result of such violation.

60. RECIPROCAL EASEMENT AGREEMENT

This Lease is under and subject to the prior and superior rights and provisions of (a) that certain Reciprocal Easement Agreement, dated October 18, 1988, recorded in the Middlesex County South District Registry of Deeds in Book 10435, Page 412, as modified by the First Amendment to Agreement, recorded in such Registry in Book 32226, Page 412 (the "REA"), and (b) that certain Agreement recorded with the Middlesex County South District Registry of Deeds in Book 65545, Page 537, each of the foregoing being made a part hereof as if herein set forth at length.

61. MISCELLANEOUS PROVISIONS

A. In the event of litigation between Landlord and Tenant relative to rights, obligations or duties of either party under this Lease, reasonable attorney's fees shall be paid by the non-prevailing party.

B. Landlord warrants and covenants that it has good and marketable title to the Premises and has full authority to execute this Lease. Unless an Event of Default shall occur, Tenant may peaceably and quietly occupy the Premises in accordance with the terms of this Lease without hindrance or molestation.

C. It is understood and agreed that this is a "lease of real property" as such term is used in Section 365(b)(3) of the Bankruptcy Code, 11 U.S.C. Section 101, et. seq., and that neither Tenant's interest in this Lease, nor any estate created hereby shall pass to any trustee or receiver or assignee for the benefit of creditors or otherwise except as may be specifically provided therein. Nothing contained in this Section 13.20 shall be deemed in any manner to limit Landlord's rights and remedies under the Bankruptcy Code, as presently existing or as may be hereinafter amended.

D. Tenant shall have the right from time to time during the Term, and without Landlord's prior approval, written or otherwise, to grant and assign a security interest in Tenant's interest under this Lease or in all of Tenant's property to Tenant's lenders in connection with Tenant's financing arrangements. Landlord agrees to execute such confirmation certificates and other documents as Tenant's lenders may reasonably request in connection with any such financing, subject to Landlord's reasonable approval of the form and substance thereof, and Tenant shall reimburse Landlord for the reasonable, out-of-pocket costs paid to third parties in connection with review and execution of such documents in an amount up to One Thousand Five Hundred and No/100 Dollars (\$1,500.00).

E. Landlord agrees that Tenant shall have the right to install a shed on the exterior of the Premises for the purpose of storing wood, coal and other materials in connection with Tenant's

coal fired oven; provided that (i) the location of such shed shall be subject to Landlord's approval and, (ii) Tenant shall relocate the shed if required by Landlord.

62. ROOFTOP ANTENNA.

Notwithstanding anything to the contrary herein, Tenant shall have the right, at its sole cost and expense to erect and maintain a satellite dish and/or antenna or communication device in a location reasonably designated by Landlord on the roof or rear wall of the Premises, and subject to plans and specifications reasonably approved by Landlord, provided (1) Tenant utilizes a contractor designated or approved by Landlord for all roof penetrations so as not to void any existing warranties, (2) Tenant maintains the area where roof penetrations are made while Tenant's equipment is present, (3) Tenant repairs any damage to the roof caused by Tenant's exercise of Tenant's rights herein, including, but not limited to, the repair of the roof penetrations upon the installation and removal of any equipment installed thereon (which removal Tenant shall perform prior to the end of the Term), and the performance of any work that would have been covered by Landlord's roof warranty but for the breach thereof by Tenant (and, with respect to the roof warranty, which is not yet in place, upon Tenant's request once the roof warranty is obtained, Landlord shall provide a copy of such roof warranty to Tenant), (4) such satellite dish and/or antenna or communication device is in compliance with the all applicable law, (5) Tenant's installation of such equipment does not affect or interfere with Landlord's roof warranty for the Premises. There shall be no additional rent charged for such use of the roof, and Tenant shall be allowed to remove these items upon the expiration or sooner termination of this Lease.

63. AGREEMENT RELATING TO CONSENT AGREEMENTS.

Reference is made to that certain Agreement Relating to Consent Agreements, dated as of May 5, 2017, by and between FRLP Nine Twenty-Seven, LLC, a Massachusetts limited liability company ("**FRLP**"), and Landlord (the "**Agreement Between Landlords**"). If there is a breach of the Agreement Between Landlords, and solely as a result of such breach, Tenant is unable to operate for the Permitted Use in the Premises or is otherwise materially adversely affected in the ability to operate and therefore ceases to operate, then Tenant shall promptly notify Landlord in writing ("**Breach Notice**"), which Breach Notice shall include a statement describing the alleged FRLP breach and the basis for Tenant's resulting inability to operate in the Premises for the Permitted Use ("**Breach Conditions**"), then (a) if Tenant has delivered a Breach Notice, Tenant's rent shall abate for each day that Tenant is unable to operate for the Permitted Use in the Premises as a result of the breach of the Agreement Between Landlords, and (b) if Landlord, after receipt of the Breach Notice, fails either to notify FRLP of the alleged breach, or thereafter to diligently seek to enforce Landlord's rights pursuant to the Agreement Between Landlords, and the Breach Conditions are not resolved to the extent necessary to allow Tenant to operate in the Premises for the Permitted Use within sixty (60) days after Landlord's receipt of the Breach Notice (which period shall be subject to an extension of up to sixty (60) days provided Landlord diligently is pursuing the necessary cure), then Tenant shall have the right to terminate this Lease by written notice to Landlord received by Landlord prior to the date on which the matter is resolved such that Tenant again may operate for the Permitted Use in the Premises, and if Landlord has breached the Agreement Between Landlords or the terms of this Section 63, then such breach shall constitute a Landlord default. [Remainder of page intentionally left blank.]

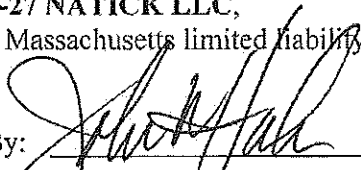
IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day of the year first above written.

WITNESSES:

Peggy Bunker
Name Peggy Bunker

LANDLORD:

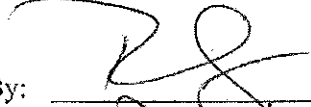
9-27 NATICK LLC,
a Massachusetts limited liability company

By: 
Name: John W. Hueber
Title: MANAGER

TENANT:

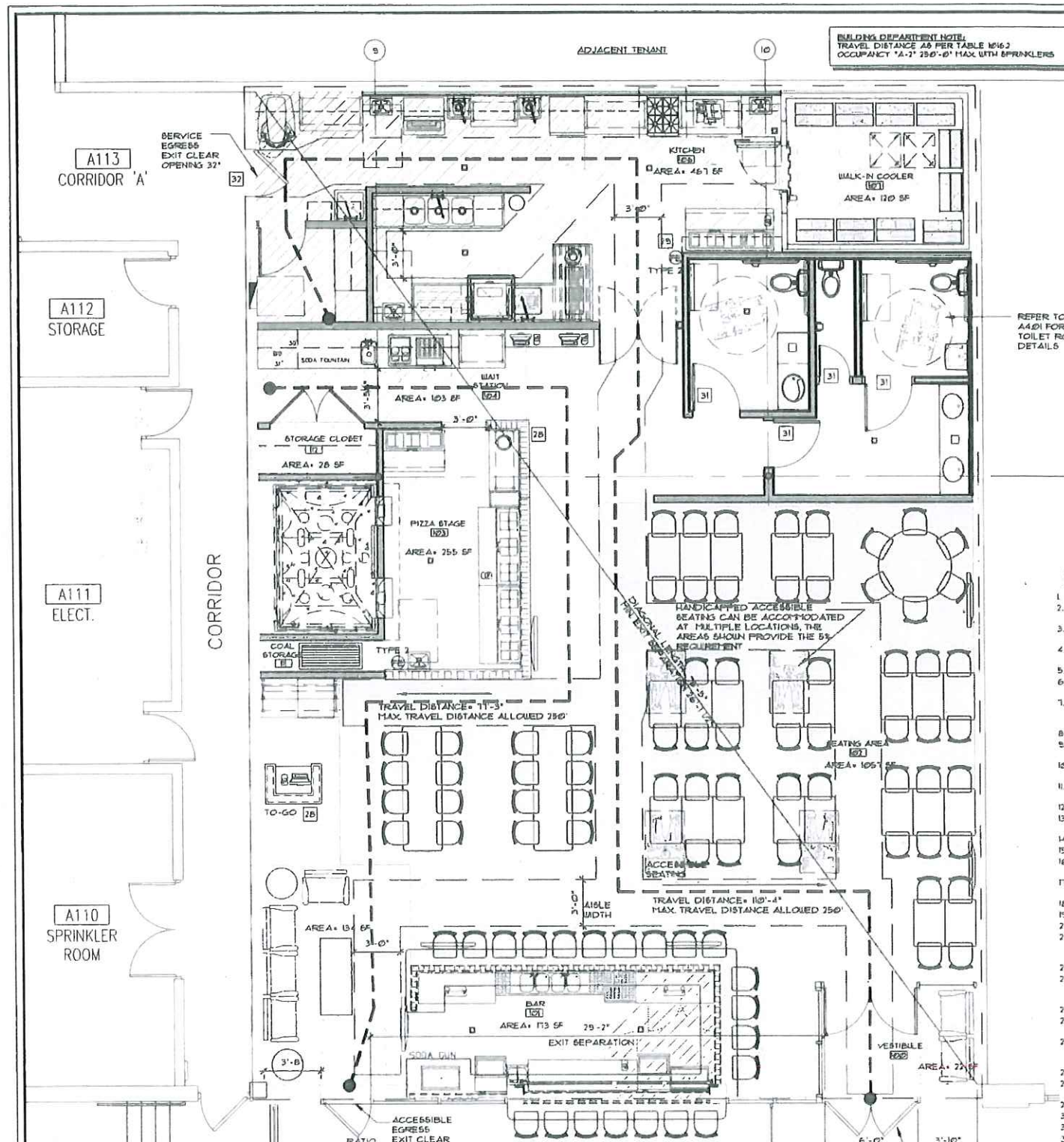
**ANTHONY'S COAL FIRED PIZZA OF
NATICK LLC**

Vanessa Deane
Name Vanessa Deane

By: 
Name: Anthony DiNella
Title: CEO / Treasurer

FLOORPLAN





OCCUPANCY LEGEND

	KITCHEN AREA		STORAGE		SEATING AREA		WAITING
--	--------------	--	---------	--	--------------	--	---------

REQUIRE AISLE WIDTH PER 521 CTR
MIN. OF 36" ACCESSIBLE FOR SEATING

OCCUPANCY LOAD ANALYSIS

OCCUPANCY CLASSIFICATION	FUNCTION OF SPACE	AREA	MAX FLOOR AREA ALLOWANCE	OCCUPANT CALCULATION	ACTUAL SEATING PER PLANS	EGRESS WIDTH 02' PER OCCUPANT	EGRESS WIDTH PROVIDED
A-1 ASSEMBLY-RESTAURANT (AREAS FOR FOOD AND DRINK CONSUMPTION)	GROSS AREA	3,044 SF					
	NET AREA	2,930 SF					
	SEATING AREA	1,057 SF	15 SF/PERSON NET	1057/15 = 70 OCCUPANTS			
	KITCHEN AREA	958 SF	200 GROSS	558/200 = 4 OCCUPANTS			
	STORAGE AREA	148 SF	300 GROSS	148/300 = .49 OCCUPANT			
	WAITING	156 SF	5 SF/ PERSON NET	156/5 = 31 OCCUPANTS			
TOTAL				105 ALLOWABLE OCCUPANTS	73 SEATS OUTSIDE 02 SEATS INSIDE	105 SEATS TOTAL	105x02=21' OPENINGS=120'

PLUMBING FIXTURE REQUIREMENTS

PER 248 CTR UNIFORM STATE PLUMBING CODE

FIXTURE REQUIREMENTS, ASSEMBLY (DEDICATED) SECTION (B) RESTAURANTS

WHENEVER BOTH SEXES ARE PRESENT IN APPROXIMATELY EQUAL NUMBERS, THE CENSUS IS MULTIPLIED BY 50% TO DETERMINE THE NUMBER OF PERSONS TO PROVIDE FOR EACH SEX SECTION, MIN. V.
105 X 50% = 52.5 OR 53

REQUIREMENTS - TABLE 1
MALE (1) WATERCLOSET AND (1) LAVATORY
FEMALE (2) WATERCLOSETS AND (1) LAVATORY

PROVIDED:

MALE:
(1) WATER CLOSET
(1) LAVATORY

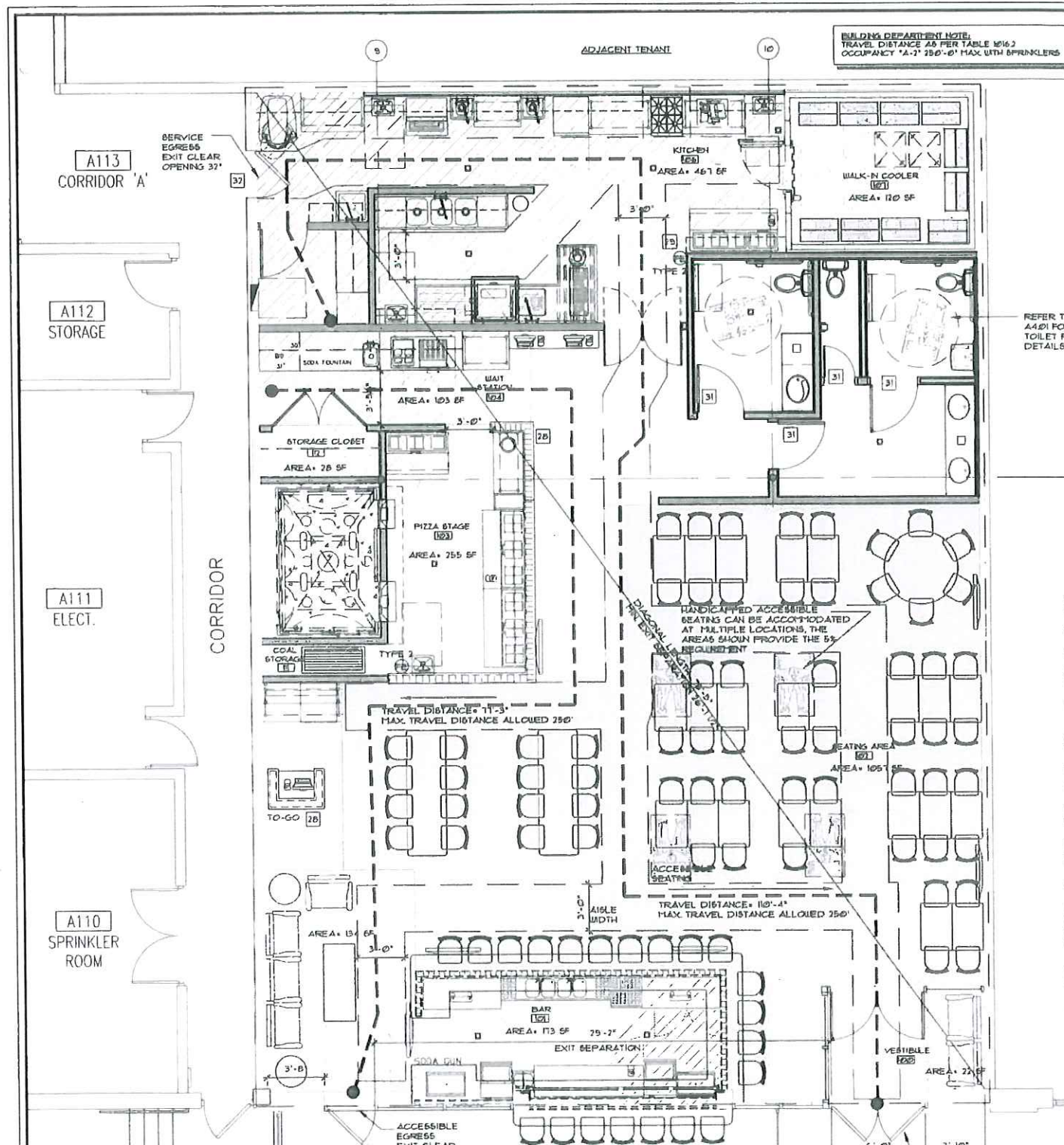
FEMALE:
(2) WATER CLOSETS
(3) LAVATORIES

ADDITIONAL REQUIREMENTS:

EACH RESTROOM SHALL HAVE A FLOOR DRAIN THE FLOOR DRAIN SHALL BE PLACED IN THE VICINITY OF THE URINAL AND BE EQUIPPED WITH AN AUTOMATIC TRAP PRIMER
EACH RESTROOM SHALL HAVE A VALVED HOSE CONNECTION AND BACK FLOW PREVENTER

NOTES:

1. REFER TO 1201 FOR ADDITIONAL INFORMATION AND LEGENDS.
2. FURNITURE SHOWN FOR REFERENCE. FURNITURE TO BE PURCHASED AND INSTALLED BY OWNER IN EVERY GROUP OCCUPANCY ALL MATERIALS ARE TO CONFORM TO THE LIFE SAFETY STANDARDS LISTED ON THE FINISH SCHEDULE.
3. ANYTIME THE BUILDING IS OCCUPIED, THE MEANS OF EGRESS SHALL BE ILLUMINATED AT ANY INTENSITY OF NOT LESS THAN 1 FOOT-CANDLE ALL THE WAY OUT TO THE PUBLIC WAY. NOTE THIS SHALL INCLUDE OUTSIDE LIGHTING, SUCH AS TERRACES AND STAIRWELLS.
4. ADDITIONAL EXIT SIGNS AND EMERGENCY LIGHTING MAY BE REQUIRED PRIOR TO FINAL INSPECTION FOR OCCUPANCY. A PRELIMINARY WALK-THROUGH INSPECTION WITH THE FIRE MARSHAL IS RECOMMENDED.
5. MAXIMUM OCCUPANCY LOAD SIGNS SHALL BE POSTED IN ALL DINING AND SEATING AREAS.
6. ADDRESS IDENTIFICATION NUMBERS TO BE MINIMUM 6" IN HEIGHT AND LOCATED IN A CONSPICUOUS AREA IN STRICT ACCORDANCE WITH APPROVED SIGN CRITERIA FOR ALL EXTERIOR EGRESS DOORS OF THE SPACE.
7. THE CONTRACTOR IS TO VERIFY EXISTING 1-HOUR FIRE RATED PARTITIONS TO REMAIN, REPAIR FIRE RATED PARTITION AS NEEDED AND ENSURE ALL PENETRATIONS ARE SEALED PROPERLY TO MAINTAIN FIRE RATING. CONTRACTOR IS TO LOCATE OR INSCRIBE 4" HIGH STENCILING TO STATE 1-HOUR FIRE RATED WALL. PROTECT ALL OPENINGS.
8. REFER TO THE FLOOR PLAN FOR FIRE RATED WALLS AND PARTITIONS.
9. A REDUCED PLAN SHALL BE PROVIDED TO THE FIRE INSPECTOR AT THE TIME OF FINAL INSPECTION, AND A LEGIBLE COPY SHALL BE POSTED NEAR THE MAXIMUM CAPACITY SIGN.
10. THE AVAILABILITY, DISTRIBUTION, AND MAINTENANCE OF EXTINGUISHERS SHALL BE IN ACCORDANCE WITH THE FIRE CODE AND NFPA 10, STANDARD FOR PORTABLE FIRE EXTINGUISHERS.
11. STORAGE OF FLAMMABLE AND COMBUSTIBLE LIQUIDS SHALL BE IN ACCORDANCE WITH THE NFPA-1 FIRE CODE, AND NFPA 30, FLAMMABLE AND COMBUSTIBLE CODE, EXCEPT THAT STORAGE OF CLASS 1 AND II LIQUIDS SHALL NOT EXCEED 6-0 GAL (227L) WITHIN 50 FT (15M) OF THE STRUCTURE.
12. STORAGE AREAS SHALL NOT BE KEPT FREE OF WEEDS, DEBRIS AND COMBUSTIBLE MATERIALS NOT NECESSARY TO THE STORAGE.
13. OPEN FLAMES AND SMOKING SHALL NOT BE PERMITTED IN FLAMMABLE AND COMBUSTIBLE LIQUIDS STORAGE AREAS. SUCH STORAGE AREAS SHALL BE APPROPRIATELY POSTED AS 'NO SMOKING' AREAS.
14. CLASS I AND II LIQUIDS SHALL BE KEPT IN APPROVED SAFETY CONTAINERS.
15. CLASS I LIQUIDS SHALL BE DISPENSED ONLY WHERE THERE ARE NO OPEN FLAMES OR OTHER SOURCES OF IGNITION WITH THE POSSIBLE PATH OF VAPOR TRAVEL.
16. DURING THE ENTIRE PERIOD OF DEMOLITION AND CONSTRUCTION, ALL EXISTING EXITS, EXIT LIGHTING, FIRE PROTECTION DEVICES, FIRE SPRINKLERS AND FIRE ALARM SYSTEMS SHALL BE CONTINUOUSLY MAINTAINED AS PRACTICAL TO COMPLETE THE WORK OUTLINED IN THESE DOCUMENTS.
17. EMPLOYEES AND SUPERVISORY PERSONNEL SHALL BE INSTRUCTED IN FIRE EXIT DRILL PROCEDURES IN ACCORDANCE WITH THE LIFE SAFETY CODE AND SHALL HOLD PRACTICE DRILLS PERIODICALLY WHERE PRACTICABLE PER NFPA 101.
18. OCCUPANTS MUST BE INSTRUCTED IN THE PROPER USE OF PORTABLE FIRE EXTINGUISHERS PER NFPA 101.
19. SMOKE DETECTORS PROVIDED AS REQUIRED SHALL AUTOMATICALLY STOP THEIR RESPECTIVE FAN(S) UPON DETECTING THE PRESENCE OF SMOKE.
20. SMOKE DETECTORS SHALL BE INSTALLED IN ACCORDANCE WITH THE NFPA-1 FIRE CODE AND NFPA 72.
21. GENERAL CONTRACTOR IS TO BE RESPONSIBLE TO MAKE MINOR FIELD ADJUSTMENTS TO WALL LOCATIONS, FINISHES, EQUIPMENT, CASEWORK AND FURNITURE AS NEEDED TO ASSURE THE MINIMUM CLEAR PATHS AS REQUIRED BY THE LIFE SAFETY PLAN, BUILDING CODE AND LIFE SAFETY CODE WITHOUT COMPROMISING ACCESSIBILITY REQUIREMENTS. MAJOR ADJUSTMENTS MUST REQUIRE THE CONSULTATION OF THE ARCHITECT PRIOR TO CONSTRUCTION.
22. ALL AREAS MUST HAVE A MINIMUM OF 36" CLEAR PATH BETWEEN WALLS, EQUIPMENT AND CASEWORK.
23. FIRE EXTINGUISHER SHALL NOT BE OBSTRUCTED OR OBSCURED FROM VIEW IN ROOMS OR AREAS IN WHICH VISUAL OBSTRUCTION CANNOT BE COMPLETELY AVOIDED. MEANS SHALL BE PROVIDED TO INDICATE THE LOCATION OF EXTINGUISHERS. THE EXTINGUISHERS SHALL BE LOCATED IN CONSPICUOUS LOCATIONS WHERE THEY WILL BE READILY ACCESSIBLE AND IMMEDIATELY AVAILABLE FOR USE. THESE LOCATIONS SHALL BE ALONG NORMAL PATHS OF TRAVEL.
24. CABINETS USED TO HOUSE FIRE EXTINGUISHERS SHALL NOT BE LOCKED.
25. IF ANY FIRE PROTECTIONS EQUIPMENT OF SERVICE IS TAKEN OUT OF SERVICE OR ISOLATED, IT SHALL BE DONE BY A PERSON THAT IS LICENSED TO WORK ON SAID EQUIPMENT.
26. PRIOR TO COMMENCING WORK ON ANY FIRE PROTECTION EQUIPMENT, ALL NECESSARY NOTIFICATIONS TO THE APPROPRIATE ADMINISTRATIVE AUTHORITY (FIRE DEPARTMENT, ETC.) SHALL BE MADE IF THE SYSTEM OR EQUIPMENT ARE SHUT DOWN FOR MORE THAN 1 HOUR. ALL WORK SHALL BE PERFORMED WHEN THE BUILDING IS NOT OCCUPIED. AN APPROVED FIRE WATCH SHALL BE PROVIDED FOR THE ENTIRE BUILDING UNTIL THE SYSTEM IS FULLY PLACED BACK IN SERVICE.
27. PROVIDE OCCUPANT LOAD SIGN PER OCCUPANT LOAD CALCULATIONS, MOUNT AT 48" AFF.
28. PIZZA STAGE SERVICE COUNTER AND TO GO STATION TO BE MOUNTED AT 36" AFF. WHICH COMPLIES WITH ANSI A117.1 SECTION 304.3 FOR ACCESSIBLE SERVICE COUNTERS.
29. CONTRACTOR SHALL INSTALL PORTABLE FIRE EXTINGUISHER WITHIN 30' OF COOKING EQUIPMENT.
30. A EVACUATION PLAN AT THE PROJECT COMPLETION SHALL BE POSTED FOR EMPLOYEES.
31. BATHROOM DOORS SHALL HAVE SELF CLOSING HINGES AND CLOSERS ON THE MAIN DOORS. SEE HARDWARE SCHEDULE.
32. KITCHEN SERVICE DOOR OCCUPANT LOAD FOR KITCHEN IS LESS THAN 50 OCCUPANTS AND DOOR IS NOT REQUIRED TO SWING IN EGRESS TRAVEL (780 CMR 100B.1.2).



BUILDING DEPARTMENT NOTE:
TRAVEL DISTANCE AS PER TABLE 1016.2
OCCUPANCY "A-2" 250'-0" MAX WITH SPRINKLERS

OCCUPANCY LEGEND



REQUIRE AISLE WIDTH PER 501 C7-R
MIN OF 36" ACCESS AISLE FOR SEATING

OCCUPANCY LOAD ANALYSIS

OCCUPANCY CLASSIFICATION	FUNCTION OF SPACE	AREA	MAX FLOOR AREA ALLOWANCE	OCCUPANT CALCULATION	ACTUAL SEATING PER PLANS	EGRESS WIDTH @ 2' PER OCCUPANT	EGRESS WIDTH PROVIDED
A-2 ASSEMBLY-RESTAURANT (AREAS FOR FOOD AND DRINK CONSUMPTION)	GROSS AREA	3,044 SF					
	NET AREA	2,938 SF					
	SEATING AREA	1,051 SF	15 SF/PERSON NET	1051/15 = 70 OCCUPANTS			
	KITCHEN AREA	958 SF	700 GROSS	958/700 = 4 OCCUPANTS			
	STORAGE AREA	148 SF	300 GROSS	148/300 = .45 OCCUPANT			
TOTAL	WAITING	156 SF	5 SF/PERSON NET	156/5 = 31 OCCUPANTS	73 SEATS OUTSIDE 87 SEATS INSIDE		
				105 ALLOWABLE OCCUPANTS	105 SEATS TOTAL	105 x 2 = 21"	OPENINGS = 120"

PLUMBING FIXTURE REQUIREMENTS PER 245 CTR UNIFORM STATE PLUMBING CODE

FIXTURE REQUIREMENTS: ASSEMBLY (DEDICATED) SECTION (B) RESTAURANTS			
WHENEVER BOTH SEXES ARE PRESENT IN APPROXIMATELY EQUAL NUMBERS, THE CENSUS IS MULTIPLIED BY 50% TO DETERMINE THE NUMBER OF PERSONS TO PROVIDE FOR EACH SEX SECTION: b111 v. 105 X 50% = 52.5 OR 53			
REQUIREMENTS - TABLE 1 MALE (1) WATERCLOSET AND (1) LAVATORY FEMALE (2) WATERCLOSETS AND (1) LAVATORY		PROVIDED: MALE: (1) WATER CLOSET (1) LAVATORY FEMALE: (2) WATER CLOSETS (3) LAVATORIES (1) SERVICE SINK	
ADDITIONAL REQUIREMENTS: EACH RESTROOM SHALL HAVE A FLOOR DRAIN THE FLOOR DRAIN SHALL BE PLACED IN THE VICINITY OF THE URINAL AND BE EQUIPPED WITH AN AUTOMATIC TRAP PRIMER EACH RESTROOM SHALL HAVE A VALVED HOSE CONNECTION AND BACK FLOW PREVENTER			

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Donna Donovan <ddonovan@natickma.org>

Re: ANthony's

1 message

Brian Lauzon <lauzon@natickpolice.com>

Thu, May 24, 2018 at 12:52 PM

To: Donna Donovan <ddonovan@natickma.org>

Donna,

After review we would recommend that the BOS approve this request. Please make Mr. Rahall aware, that if appointed as the Manager of Record, he will be required to become alcohol server trained within 30 days. This training must be conducted in-person, not on-line.

Respectfully,

Lt. Brian G. Lauzon

On Thu, May 24, 2018 at 10:37 AM, Donna Donovan <ddonovan@natickma.org> wrote:

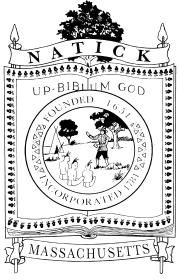
Donna Donovan
Senior Executive Assistant
Town of Natick
508-647-6410

ITEM TITLE: Public Hearing: Alteration of Premises for an All Alcohol Off Premise License - Total Wine and More

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Public Hearing Notice	5/24/2018	Cover Memo
Application	5/24/2018	Cover Memo
Police Recommendation	5/25/2018	Cover Memo



TOWN OF NATICK Massachusetts 01760

TOWN OF NATICK

PUBLIC HEARING NOTICE

The Board of Selectmen will hold and conduct a public hearing on Tuesday, May 29, 2018 at 7:00 p.m., in the Edward H. Dlott Meeting Room of Natick Town Hall, 13 East Central Street, upon the application of Massachusetts Fine Wines & Spirits, LLC d/b/a Total Wine Spirits Beer & More for an alteration of premises of their Section 15 All Alcohol Beverages License for premises located at 321 Speen Street (Cloverleaf Mall), Natick, MA. The alteration of premises consist of expanding the current premises from 23,200 square feet to 33,174 square feet. The new premises will consist of 13 rooms with one entrance and three exits.

All persons interested in this application may appear and be heard at the time and place mentioned above.

Michael J. Hickey, Jr., Clerk

LAWSON & WEITZEN, LLP

ATTORNEYS AT LAW

88 BLACK FALCON AVENUE, SUITE 345
BOSTON, MASSACHUSETTS 02210-2414

EVAN T. LAWSON (1943-2013)
RICHARD B. WEITZEN*
PAMELA B. BANKERT, PC*
IRA H. ZALEZNIK
VALERIE L. PAWSON, LLC
GEORGE F. HAILER, PC*
GEORGE E. CHRISTODOULOU, PC
KENNETH B. GOULD
DAVID A. RICH, LLC*
PATRICIA L. FARNSWORTH
K. SCOTT GRIGGS+++
STEVEN M. BUCKLEY
SONIA K. GUTERMAN, PH.D.
CAROLINE A. O'CONNELL*
DARLY G. DAVID

J. MARK DICKISON**
SCOTT P. LOPEZ
JEFFREY P. ALLEN
IRVING SALLOWAY
MARIA GALVAGNA MESINGER
JONATHAN P. ASH
LINDA A. OUELLETTE
JOSHUA M.D. SEGAL*
GLENN P. FRANK*
LAUREN J. WEITZEN
JOHN R. BAUER
LORI ANN ROUECHE*
RYAN A. CIPORKIN
KENNETH B. SKELLY***
KARA LEARY

MICHAEL WILLIAMS
KRISTINA A. ENGBERG
DONALD J. GENTILE*
PREETI TANKSALE ARUN
PETER A. GRUPP
BENJAMIN W. O'GRADY
RACHEL A. MORANDI*
KENNETH P. PROCACCINI++
BRENDAN P. SLEAN
LAURA S. SAWYER
KATHARIN UNKE SMITH

BOSTON
TELEPHONE (617) 439-4990
TELECOPIER (617) 439-3987
EMAIL: POST@LAWSON-WEITZEN.COM
WWW.LAWSON-WEITZEN.COM

CAPE COD
LAWSON, WEITZEN & BANKERT, LLP
SIX GRANITE STATE COURT
BREWSTER, MASSACHUSETTS 02631
TELEPHONE (508) 255-3600

Direct Dial: 617-603-3732
E-Mail: TFarnsworth@Lawson-Weitzen.Com

May 4, 2018

BY OVERNIGHT DELIVERY

Ms. Donna Donovan, Senior Executive Assistant
Board of Selectmen
Town of Natick
13 East Central Street
Natick, MA 01760

Re: *Application for Alteration in Premises*
Section 15 All Alcohol Beverages License
Massachusetts Fine Wines & Spirits, LLC d/b/a Total Wine Spirits Beer & More
at 321 Speen Street (Cloverleaf Mall), Natick

Dear Ms. Donovan:

The Licensee seeks to extend the licensed premises (expanding into a portion from Burlington Coat Store) .

Accordingly, enclosed please find the following:

1. ABCC Monetary Transmittal Form with receipt of \$200 payment made;
2. Amendment Application for an Alteration of Premises;
3. Applicant's Statement;
4. Floor Plan depicting the additional space as well as the current licensed space;
5. Corporate Vote; and
6. Second Amendment to Lease.

*ALSO ADMITTED IN NY
**ALSO ADMITTED IN NH
***ONLY ADMITTED IN PA
+ALSO ADMITTED IN DC
++ALSO ADMITTED IN RI
+++ALSO ADMITTED IN RI, CT, & NH

LAWSON & WEITZEN, LLP

Ms. Donna Donovan, Senior Executive Assistant
Board of Selectmen
May 4, 2018
Page 2

Please place this matter on the agenda for the May 29, 2018 meeting of the Board of Selectmen and let me know when the legal ad will run. Once you have the list of abutters from the Assessor's Office, please send so that we may mail out the certified notices.

Should you have any questions or require additional clarification, please contact me at 617.439.4990 or tfarnsworth@lawson-weitzen.com.

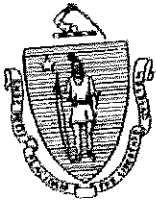
Thank you for your assistance.

Very truly yours,



Patricia Lang Farnsworth

encl.



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

Print Form

RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION
MONETARY TRANSMITTAL FORM

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

ECRT CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA: \$200.00

(CHECK MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL)

CHECK NUMBER

IF USED EPAY, CONFIRMATION NUMBER

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

LICENSEE NAME

ADDRESS

CITY/TOWN

Massachusetts Fine Wines & Spirits, LLC dba Total Wine Spirits Beer & More

321 Speen St

Natick

STATE

MA

ZIP CODE

01760

1000284

076800021

TRANSACTION TYPE (Please check all relevant transactions):

- | | | | |
|---|---|---|---|
| <input checked="" type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Cordials/Liqueurs Permit | <input type="checkbox"/> New Officer/Director | <input type="checkbox"/> Transfer of License |
| <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Issuance of Stock | <input type="checkbox"/> New Stockholder | <input type="checkbox"/> Transfer of Stock |
| <input type="checkbox"/> Change of License Type | <input type="checkbox"/> Management/Operating Agreement | <input type="checkbox"/> Pledge of Stock | <input type="checkbox"/> Wine & Malt to All Alcohol |
| <input type="checkbox"/> Change of Location | <input type="checkbox"/> More than (3) 515 | <input type="checkbox"/> Pledge of License | <input type="checkbox"/> 6-Day to 7-Day License |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> New License | <input type="checkbox"/> Seasonal to Annual | |
| <input type="checkbox"/> Other | | | |

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL FORM ALONG WITH THE
CHECK, COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

ALCOHOLIC BEVERAGES CONTROL COMMISSION
239 CAUSEWAY STREET
BOSTON, MA 02241-3396

Farnsworth, Trish

From: dbobb@tre.state.ma.us
Sent: Friday, February 9, 2018 4:12 PM
To: Licenses
Subject: Commonwealth ABCC (validation) authorized payment confirmation

This is an electronically generated acknowledgement of our receipt of your payment. Please print this message or save it on your computer.

Here is your payment information:

License Number: 00021-PK-076

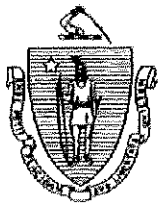
Payment Date/Time: 2/9/2018 4:11:54 PM (ET)
Payment Amount: \$200.00

Method of Payment: Checking
Bank Account Number: *****2578
Bank Routing Number: 043000096
Name on Account: Massachusetts Fine Wines & Spirits, LLC

Payment Reference Number: 040006

Note: In most cases, your bank account will be debited in one to two business days.

Deron Bobb
(617) 727-3040 ext 23



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

AMENDEMENT APPLICATION FOR AN ALTERATION OF PREMISES OR CHANGE OF LOCATION

Please complete this entire application, leaving no fields blank. If field does not apply to your situation, please write N/A.

1. NAME OF LICENSEE (Business Contact)

Massachusetts Fine Wines & Spirits, LLC

ABCC License Number

076800021

City/Town of Licensee

Natick

2. APPLICATION CONTACT

The application contact is required and is the person who will be contacted with any questions regarding this application.

First Name:

Trish

Middle:

Last Name:

Farnsworth

Title:

Attorney

Primary Phone:

617-439-4990

Email:

tfarnsworth@lawson-weitzen.com

3. BUSINESS CONTACT

Please complete this section ONLY if there are changes to the Licensee phone number, business address (corporate headquarters), or mailing address.

Entity Name:

Primary Phone:

Fax Number:

Alternative Phone:

Email:

Business Address (Corporate Headquarters)

Street Number:

Street Name:

City/Town:

State:

Zip Code:

Country:

Mailing Address

☐ Check here if your Mailing Address is the same as your Business Address

Street Number:

Street Name:

City/Town:

State:

Zip Code:

Country:

AMENDMENT APPLICATION FOR AN ALTERATION OF PREMISES OR CHANGE OF LOCATION

6. PREMISES INFORMATION

Please enter the address where the alcoholic beverages are sold.

Premises Address

Street Number: Street Name: Unit:

City/Town: State: Zip Code:

Country:

Description of Premises

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

Floor Number	Square Footage	Number of Rooms
1	33,174	13

Patio/Deck/Outdoor Area Total Square Footage

Indoor Area Total Square Footage

Number of Entrances

Number of Exits

Proposed Seating Capacity

Proposed Occupancy

Occupancy of Premises

Please complete all fields in this section. Documentation showing proof of legal occupancy of the premises is required.

Please indicate by what right the applicant has to occupy the premises Landlord Name

Lease Beginning Term Landlord Phone

Lease Ending Term Landlord Address

Rent per Month

Rent per Year

If leasing or renting the premises, a signed copy of the lease is required.

Please indicate if the terms of the lease include payments based on the sale of alcohol: ☐ Yes ☒ No

AMENDEMENT APPLICATION FOR AN ALTERATION OF PREMISES OR CHANGE OF LOCATION

9. FINANCIAL INFORMATION

Please provide information about associated costs of this license.

Associated Costs

A. Purchase Price for Building/Land	0
B. Purchase Price for any Business Assets	0
C. Costs of Renovations/Construction	250,000
D. Purchase Price of Inventory	0
E. Initial Start-Up Costs	0
F. Other (Please specify)	0
G. Total Cost (Add lines A-F)	250,000

Please note, the total amount of **Cash Investment** (top right table) plus the total amount of **Financing** (bottom right table) must be equal to or greater than the **Total Cost** (line G above).

You are required to provide all documents relating to financing and/or loans you receive for this transaction

Please provide information about the sources of cash and/or financing for this transaction

Source of Cash Investment

Name of Contributor	Amount of Contribution
n/a	
Total:	

Source of Financing

Name of Lender	Amount	Does the lender hold an interest in any MA alcoholic beverages licenses?	If yes, please provide ABCC license number of lender
See attached			
Total:			

MASSACHUSETTS FINE WINES & SPIRITS, LLC – NATICK

SUPPLEMENT TO SECTION 9 – SOURCE OF FINANCING

Massachusetts Fine Wines & Spirits, LLC, d/b/a Total Wine Spirits Beer & More will finance its store operating and working capital needs from its participation in a \$550,000,000 revolving credit facility with the following group of financial lending institutions:

PNC Bank, National Association	\$135,000,000
Wells Fargo Bank, National Association	135,000,000
Bank of America, N.A.	90,000,000
Citibank, N.A.	60,000,000
Regions Bank	45,000,000
People's United Bank, National Association	45,000,000
Manufacturers & Traders Trust Company	<u>40,000,000</u>
Total Wine & More	\$550,000,000

ADDITIONAL SPACE

The following space is for any additional information you wish to supply or to clarify an answer you supplied in the application.

If referencing the application, please be sure to include the number of the question to which you are referring.

APPLICANT'S STATEMENT

I, David J Trone the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP member
Authorized Signatory

of Massachusetts Fine Wines & Spirits, LLC, hereby submit this application for alteration of premises
Name of the Entity/Corporation Transaction(s) you are applying for

(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 statement 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 does not violate any requirement of the ABCC or other state law or local ordinances;
- (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 Application information 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.

Signature:

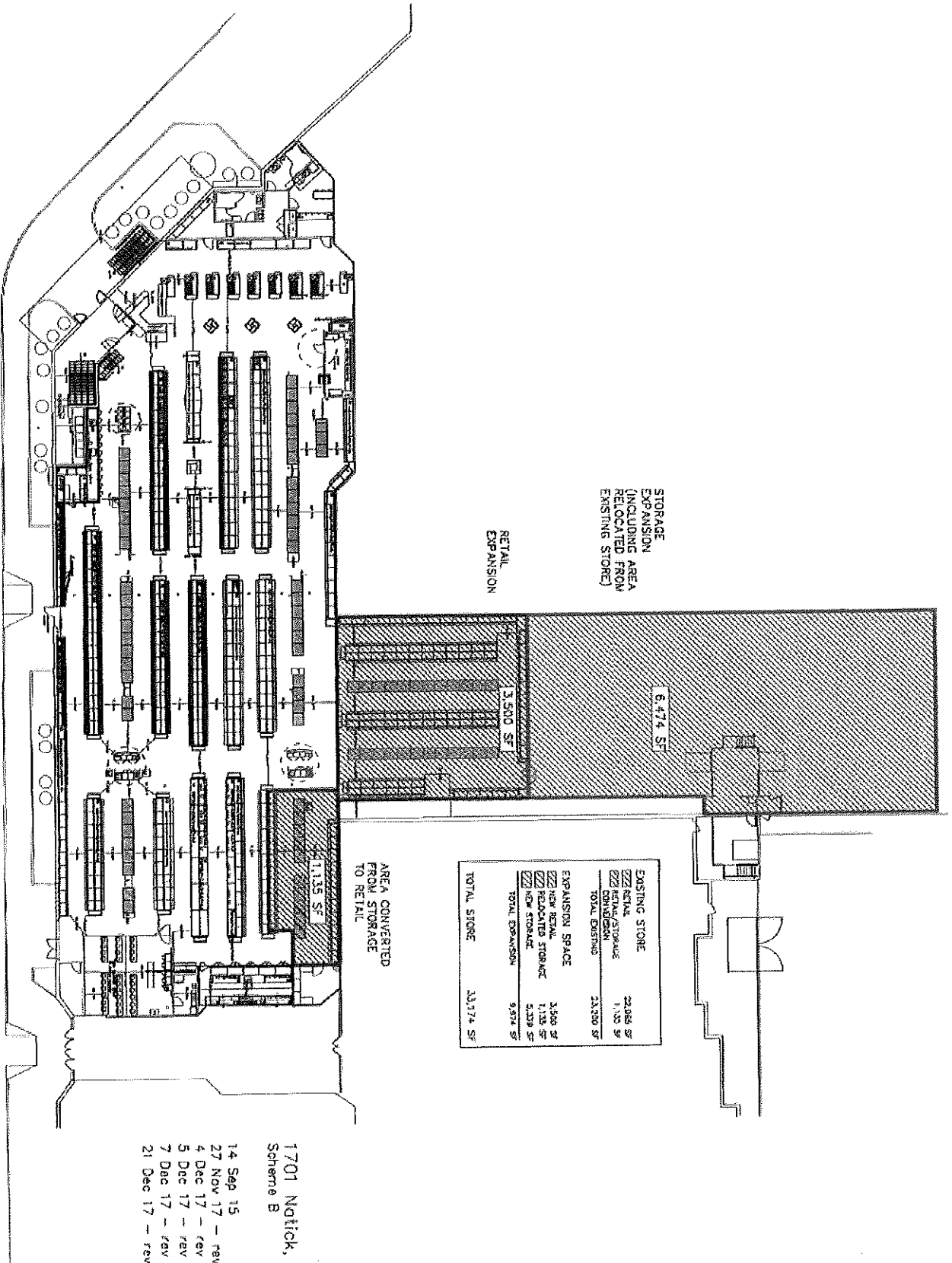


Date:

1-5-2018

Title:

Member



ACTION IN WRITING
UNDER
MASSACHUSETTS LIMITED LIABILITY COMPANY ACT
IN LIEU OF SPECIAL MEETING OF THE CLASS A MEMBERS
OF

MASSACHUSETTS FINE WINES & SPIRITS, LLC
d/b/a TOTAL WINE & MORE

WHEREAS, the undersigned constitute all of the Class A Members of **MASSACHUSETTS FINE WINES & SPIRITS, LLC d/b/a TOTAL WINE & MORE** (the "Company"); and

WHEREAS, the undersigned desire by this writing, filed with the minutes of the proceedings of the Company, to take various actions and to do so in lieu of holding a meeting of the Class A Members;

NOW, THEREFORE, the following are hereby adopted as actions taken by the Company:

VOTED: That the Company be and hereby is authorized to file an amendment application for an alteration of premises with the Town of Natick, Massachusetts to increase the square footage of the Company's location at 321 Speen St, Natick, MA from 23,200 square feet to 33,174 square feet as such change in square footage relates to the Company's alcoholic beverages off-premise retail sale license.

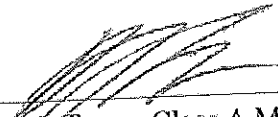
VOTED: That all acts of the Class A Members to date with respect to the foregoing resolutions are hereby ratified, approved and affirmed.

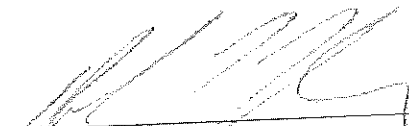
VOTED: That this consent may be executed in one or more counterparts, all of which shall be considered but one and the same document.

VOTED: That this consent may be executed by facsimile signature and a facsimile signature shall constitute an original signature for all purposes.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have subscribed their names as of this 31
day of January, 2018.



David J. Trone, Class A Member

Robert L. Trone, Class A Member

SECOND AMENDMENT TO LEASE

This Second Amendment to Lease (the "Lease Amendment") is entered into as of JANUARY 21, 2018 (the "Effective Date") by and between **ELSON CLOVERLEAF LIMITED PARTNERSHIP** ("Landlord"), with a mailing address c/o Heller Property Management LLC, 625 Mt. Auburn Street, Suite 210, Cambridge, MA 02138, and **MASSACHUSETTS FINE WINES & SPIRITS, LLC, D/B/A TOTAL WINE & MORE, INC.** (the "Tenant"), with a mailing address at 6600 Rockledge Drive, Suite 150, Bethesda, Maryland 20817.

RECITALS

A. Landlord currently leases to Tenant certain premises, consisting of approximately 23,200 square feet of ground floor retail area (the "Demised Premises") in the Cloverleaf Mall located at 321 Speen Street, Natick, Massachusetts (the "Shopping Center"), pursuant to a certain Lease dated as of September 30, 2014, as affected by First Amendment to Lease dated October 20 2014 (together, the "Lease").

B. Landlord and Tenant desire to amend the Lease as hereinafter set forth. Capitalized terms used in this Second Amendment to Lease (together with the Lease, the "Amended Lease") and not otherwise defined herein shall have the meanings ascribed to them in the Lease.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration each to the other delivered, the receipt and sufficiency of which hereby are acknowledged, the parties hereto agree as follows:

1. As of the Commencement Date, defined below, the ground floor retail area of the Demised Premises shall be increased by approximately 9,974 square feet identified on Exhibit A as "Total Wine and More Expansion" (the "Additional Premises") as such space and the existing Premises (hereinafter the "Existing Premises" and, together with the Additional Premises, the "New Premises") are approximately shown on Exhibit A as the floor plan (the "New Premises Plan"). From and after the Commencement Date, each reference in the Lease to the Demised Premises shall mean the New Premises.

2. The "Commencement Date" for purposes of this Amendment, shall be the later of (a) the date that Tenant waives its Liquor License Contingency (the "Liquor License Contingency", defined in Section 4 of this Amendment, and (b) the date Landlord delivers the Additional Premises to Tenant with Landlord's Work complete as outlined in Exhibit B attached hereto (the "Landlord's Work"). It is anticipated that the Commencement Date will be March 1, 2018. Landlord shall provide Tenant with forty-five (45) days prior notice of the date Landlord's Work will be substantially complete (the "Notice Period"). The term "substantially complete" as used herein shall mean the completion of Landlord's Work, with the exception of any minor, insubstantial punchlist items that are cosmetic in nature. If

Landlord fails to complete the punchlist items within ten (10) days after Tenant's delivery to Landlord of a punchlist, Tenant may complete same and Landlord shall reimburse Tenant within thirty (30) days of receipt of an invoice.

3. Landlord and Tenant acknowledge that Landlord must recapture the Additional Premises from the existing, adjoining tenant, (the "Adjoining Tenant") before Landlord can undertake Landlord's Work. As soon as reasonably possible after the delivery of the Additional Premises to Landlord by the Adjoining Tenant, Landlord shall demise the Additional Premises off from the Adjoining Tenant and shall undertake Landlord's Work as described in Exhibit B. Except for Landlord's Work as set forth on Exhibit B, Tenant acknowledges and agrees that Landlord is not obligated to undertake any renovation work to the Additional Premises or the Existing Premises. Tenant shall undertake all other work necessary or appropriate to prepare the Additional Premises for the Tenant's use, all of which work shall be performed in accordance with the provisions of the Lease. The Tenant further acknowledges and agrees that the Additional Premises are suitable for Tenant's intended use and are acceptable in its AS IS condition, other than the Landlord's Work outlined in Exhibit B.

4. Tenant's obligations under this Amendment are contingent upon Tenant obtaining all necessary approvals and permits required from the applicable governmental authorities to permit the sale of beer, spirits, and wine from the Additional Premises for off-premises consumption. Tenant shall pursue receipt thereof in good faith and with diligence to satisfy said contingency. If said contingency is not satisfied within ninety (90) days after the Effective Date, then Tenant shall have the right to terminate this Amendment upon written notice to Landlord given within five (5) business days after the expiration of said ninety (90) day period. If Tenant fails to give such notice of termination, then said contingency shall be deemed to have been waived.

5. Notwithstanding any provision of this Lease Amendment, the Tenant shall remain fully responsible for the payment of annual Basic Rent, Tenant's Pro Rata Share of Operating Expenses and Taxes, and all other Additional Rent, all as set forth in the Lease and without abatement, and the performance of all other obligations of the Tenant pursuant to the Lease with respect to the Existing Premises, until the Commencement Date.

6. From and after the Commencement Date, the Lease shall be amended as follows:

- (a) The New Premises, as shown on the New Premises Plan attached hereto as Exhibit A, shall be deemed to be the Demised Premises under the Lease.
- (b) The annual Basic Rent set forth in Section 1.2 of the Lease shall be amended and restated in its entirety, as set forth on Exhibit C, attached hereto and made a part hereof.
- (c) Tenant's Pro Rata Share set forth in Section 1.2 of the Lease is agreed to be 18.85%, based on the New Premises containing a total of 33,174 square feet of space.

7. As a separate matter, Tenant hereby acknowledges that Landlord intends to demolish a portion of the Shopping Center presently leased for health club/physical fitness (gym) purposes located approximately in the area shown on the Site Plan attached hereto as Exhibit D and made a part hereof, and to construct a residential apartment building on the land constituting such portion of the Shopping Center. Tenant consents to such demolition and construction, provided that the gross leasable area so demolished is to be removed from the Shopping Center and shall not be included in the Shopping Center for any purpose relating to this Amended Lease, including without limitation, the calculation of Shopping Center GLA, Tenant's Pro Rata Share of Operating Expenses, and of Real Estate Taxes. At such time when Landlord finalizes its plans to demolish this portion of the Shopping Center, Landlord and Tenant shall enter into an Amendment to this Lease to amend the legal description of the Shopping Center in Exhibit A and the Tenant's Pro Rata Share (as to which the proportionate share will increase, but the amount due is expected to be reduced.) During the course of such demolition and construction, Landlord shall exercise its best commercial efforts to minimize all disruption to Tenant's business at the Demised Premises and the Shopping Center parking lots. Landlord agrees that during this time, Tenant shall continue to have full access to its loading dock, parking lot, drive aisles, Shopping Center entrances and exits. So long as there is no disruption to Tenant's business, there shall be no abatement of the annual Basic Rent or Additional Rent payable hereunder.

8. (a) Except as explicitly modified herein, all other terms and conditions of the Lease are ratified and affirmed, re-ratified and re-affirmed as needed, and will remain in full force and effect. Any defined terms not defined in this Amendment shall have the same definition and meaning as set forth in the Lease. If there is any conflict between this Amendment and the Lease, this Amendment shall control. The recitals are incorporated by this reference. This Amendment and the exhibits attached hereto set forth the entire agreement between the parties and cancel all prior negotiations, arrangements, brochures, agreements, and understandings, if any, between Landlord and Tenant regarding the subject matter of this Amendment. Execution hereof shall constitute a representation and warranty by Tenant that all persons signing on behalf of the limited liability company were authorized to do so. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.


(b) This Lease Amendment may be executed in any number of original counterparts, all of which evidence only one agreement and only one full and complete copy of which need be produced for any purpose. A facsimile of a signature will have the same legal effect as an originally drawn signature.

Remainder of Page Intentionally Blank -- Signature Page Follows

This instrument shall take effect as a sealed instrument as of the date first set forth above.

Landlord:

ELSON CLOVERLEAF
LIMITED PARTNERSHIP
By: Elson Corporation, General Partner

By: 
Name: Joshua W. Katzen
Title: President and Treasurer

Tenant:

MASSACHUSETTS FINE WINES &
SPIRITS, LLC, D/B/A TOTAL WINE &
MORE, INC.

By: 

Name:

DAVID TRONE


Title:

MANAGING MEMBER

CONSENT OF GUARANTOR

The undersigned, being the Guarantor of the Lease pursuant to a Lease Guaranty dated as of September 30, 2014, hereby consents to the foregoing Second Amendment to Lease and agrees that said Guaranty shall remain in full force and effect with respect to the Amended Lease.

RETAIL SERVICES & SYSTEMS, INC.,
a Pennsylvania corporation

By:  _____

Name: : THOMAS HALBERSTICKER

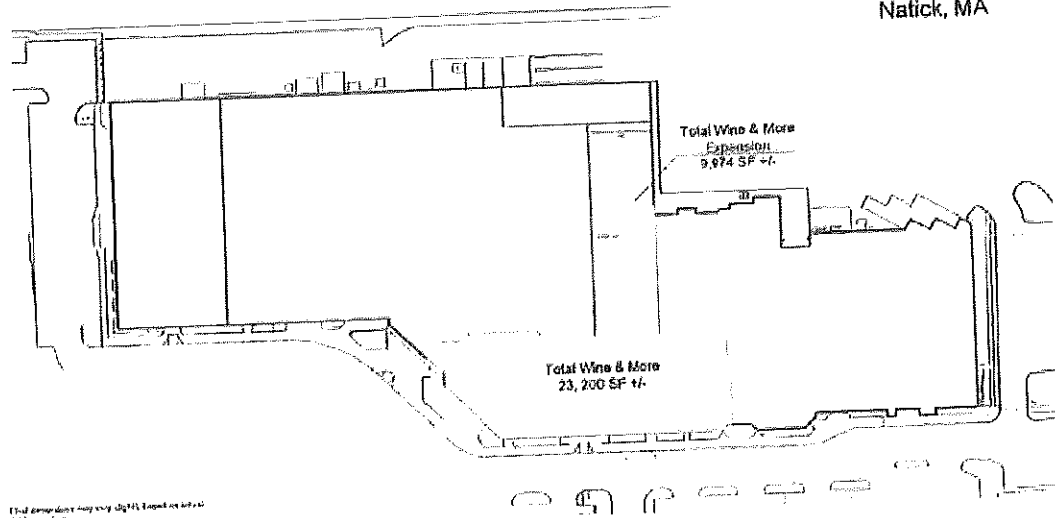
Title: : SECRETARY + CFO

Date: : JANUARY 26, 2018

EXHIBIT A

PLAN OF NEW PREMISES, INCLUDING EXISTING PREMISES AND ADDITIONAL PREMISES

Cloverleaf Marketplace
Speen Street
Natick, MA



Final dimensions may vary slightly based on actual
field conditions

GRAPHIC SCALE

Architect: RKB Architecture, LLC
Project: Cloverleaf Marketplace Expansion
Date: 10/1/2019

Leasing Concept
Plan (Total Wine)

RKB

Architect: RKB

10/1/2019

EXHIBIT B

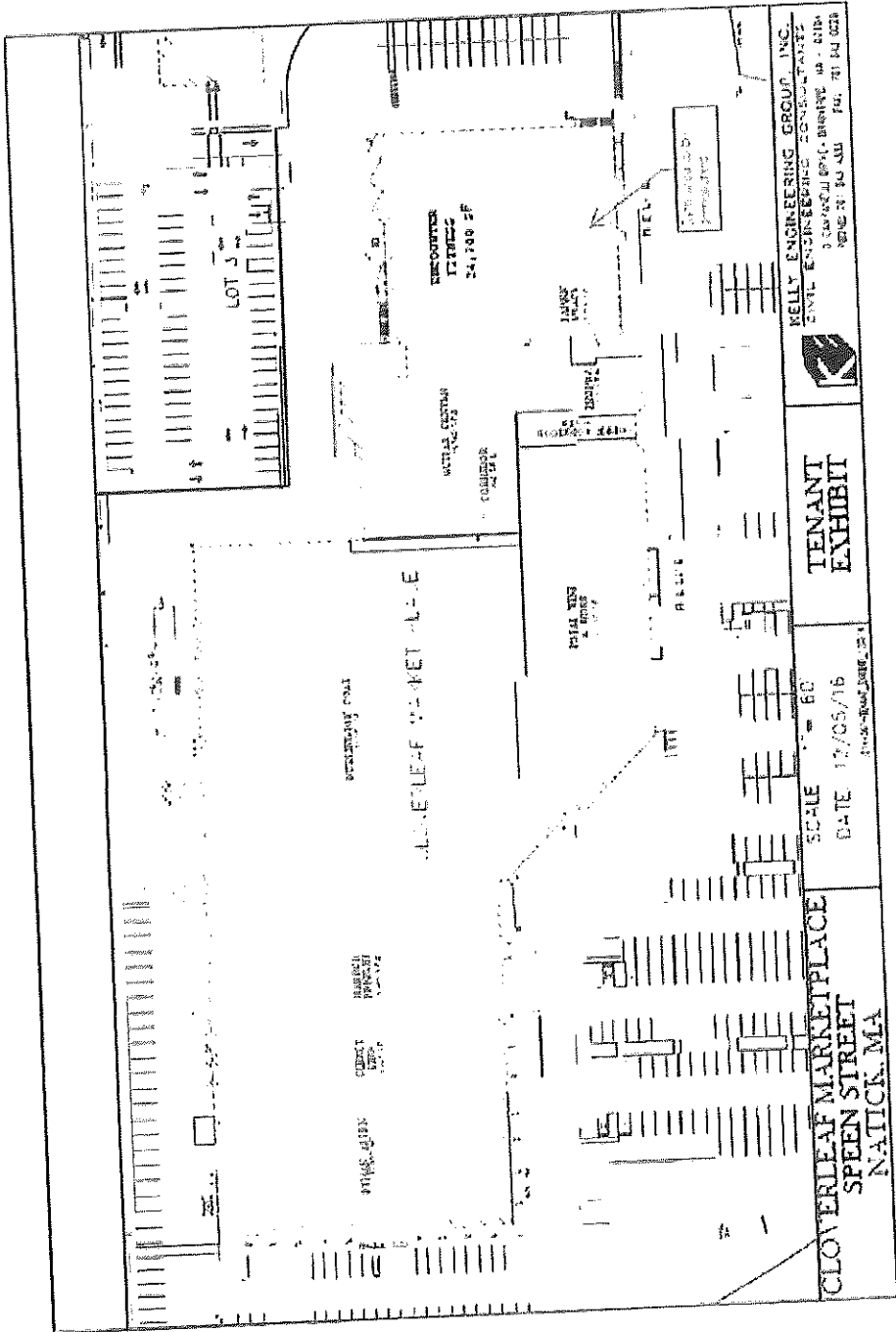
LANDLORD'S WORK

1. Landlord to provide demising wall complete with studs and drywall – taped and finished surface ready to receive paint. All walls finished to comply with building code for insulation and fire caulking.
2. Landlord to provide exterior walls finished with drywall, taped, spackled and painted. All walls finished to comply with building code for insulation and fire caulking.
3. Landlord to provide 8' wide access door between existing warehouse space and the additional space. The door specifications and location to be mutually decided between Landlord and Tenant.
4. Landlord to provide a minimum of 1 ton HVAC per 400 sf (i.e. total 40T HVAC) in additional space. Location to be mutually agreed between Landlord and Tenant.
5. In agreement with Tenant, Landlord to provide electrical panels and connect existing services and lights to the new panel. Landlord to connect the new panels to Tenant's existing main panel and service.
6. Landlord to ensure all existing sprinklers in additional space shall remain and shall be connected to Tenant's existing sprinkler grid.
7. All utilities in the additional space to be terminated to Tenant's existing meters by Landlord.

EXHIBIT C
BASIC RENT

Years	Annual Basic Rent	Annual Basic Rent per Square Foot (Existing Premises of 23,200 sf)	Annual Basic Rent per Square Foot (Additional Premises of 9974 sf)	Monthly Basic Rent
Initial Term Years 1-5	\$591,600.00 EP \$ 99,740.00 AP \$691,340.00	\$25.50	\$10.00	\$57,612.00
Initial Term Years 6-10	\$650,760.00 \$109,714.00 \$760,474.00	\$28.05	\$11.00	\$63,373.00
Initial Term Years 11-15	\$715,952.00 \$120,685.00 \$836,637.00	\$30.86	\$12.10	\$69,720.00
First Extended Term	\$787,640.00 \$132,754.00 \$920,394.00	\$33.95	\$13.31	\$76,700.00
Second Extended Term	\$866,520.00 \$146,019.00 \$1,012,539.00	\$37.35	\$14.64	\$84,379.00
Third Extended Term	\$953,288.00 \$160,681.00 \$1,113,969.00	\$41.09	\$16.11	\$92,831.00
Fourth Extended Term	\$1,048,640.00 \$176,740.00 \$1,225,380.00	\$45.20	\$17.72	\$102,115.00

SITE PLAN OF POTENTIAL SUBDIVISION



Donna Donovan <ddonovan@natickma.org>

Re: Total Wine

1 message

Brian Lauzon <lauzon@natickpolice.com>
To: Donna Donovan <ddonovan@natickma.org>

Fri, May 25, 2018 at 10:41 AM

Donna,

At this time we would recommend favorably that the BOS approve this application. This is not done without reservation. Our observations of the parking fields associated with this property, while reviewing future projects being discussed with the Town and the property's owner, concerns us that this property and associated roadways are going to be, if not already, over saturated with vehicle traffic to the point of over capacity. Just this past week I observed northbound traffic on Speen Street spilling out onto Rt.9 west as traffic queued all the way from Rt.30. Discussions of the Total Wine parking areas, particularly on Saturdays and holidays, have yielded concerns that customers are "live parking" consistently in the fire lanes simply because available parking is so far from the front door. I have expressed these concerns to the property owner, and various town committees and boards, that have been meeting regarding other alterations to the property so the property owner should already be aware of them.

Respectfully,

Lt. Brian G. Lauzon

On Fri, May 25, 2018 at 10:05 AM, Donna Donovan <ddonovan@natickma.org> wrote:

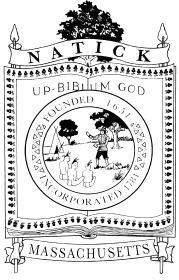
Donna Donovan
Senior Executive Assistant
Town of Natick
508-647-6410

ITEM TITLE: Public Hearing: Transfer of All Alcohol On-Premises License - Biryani N Breadz

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Public Hearing Notice	5/24/2018	Cover Memo
Application	5/24/2018	Cover Memo
site plan	5/24/2018	Cover Memo
Corporate Vote Approving Manager	5/24/2018	Cover Memo
Police Recommendation	5/24/2018	Cover Memo



TOWN OF NATICK Massachusetts 01760

TOWN OF NATICK

PUBLIC HEARING NOTICE

In accordance with Chapter 138 of the Massachusetts General Laws, as amended, notice is hereby given that the Board of Selectmen will hold and conduct a public hearing on Tuesday, May 29, 2018 at 7:00 p.m., Edward H. Dlott Meeting Room of Natick Town Hall, 13 East Central Street, to consider the application for a transfer of an on premise liquor license from Gen8888, Inc. to Sri Lakshmi Ganapathi, LLC d/b/a Biryaniz N Breadz at 195 West Central Street in Natick, Harjinder Singh, manager.

Description of premises will be as follows: One floor with approximately 3900 square feet, six rooms, five exits and two entrances.

All persons interested in this application may appear and be heard at the time and place mentioned above.

Michael J. Hickey, Jr., Clerk

Town of Natick....13 East Central Street....Natick.....MA 01760

ARTHUR M. PEARLMAN

Telephone (508) 875-1500

Attorney at Law
P.O. Box 2507
Framingham, Massachusetts 01703-2507

Telefax (508) 875-7843

April 10, 2018

Town of Natick
Selectmen's Office
13 East Central Street
Natick, MA 01760

In Hand Delivery

Attention: License Administration Office

Re: Gen888, Inc to
Sri Lakshmi Ganapathi, LLC
d/b/a Biryaniz N Breadz
195 West Central Street
Natick, MA 01760

RECEIVED

BOARD OF SELECTMEN
NATICK, MA

Dear Sir/Madam:

An application for a transfer of liquor license was hand delivered to your office on March 20, 2018, however, no action has been taken on that application based upon Lt. Lauzon's concern about Justin Birudavol possibly not being at the restaurant a sufficient number of hours so as to be named as manager on the liquor license. Although we do not agree, we do not want this to be an issue. Whereas we have two (2) managers, we are requesting that the other manager of the restaurant, Harjinder Singh, be the manager on the license. They will both be managers, however, Sing will be named on the liquor license.

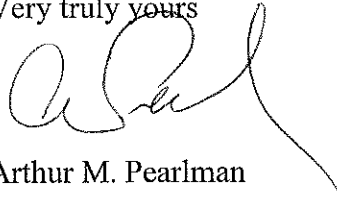
Also, please be aware that the restaurant is only open 11:30am - 2:30pm (stop serving at 2:00pm) and then 5:00pm - 10:00pm Monday through Friday and 12:00pm - 2:30pm (stop serving at 3:00pm) and then 5:30pm - 10:00pm on Saturday and Sunday. The doors are locked at 2:30pm week days and at 3:30pm Saturday and Sunday, while there is cleaning and prep for dinner.

I am enclosing an ABCC form entitled "Additional Space" and request that you add that to the package we delivered on March 20, 2018 as well as the following items with regard to Mr. Singh:

- 22. Additional Space (modifying the Retail Application #4 of the 3-20-18 submission);
- 23. Beneficial Interest Individual- manager on liquor license- Singh;
- 24. CORI Request Form- manager on liquor license- Singh;
- 25. Certificate of Naturalization- manager on liquor license- Singh; and
- 26. Driver's license- manager on liquor license- Singh.

Thank you for your cooperation in this regard

Very truly yours

A handwritten signature in black ink, appearing to read 'A. Pearlman', with a long, sweeping horizontal line extending to the right.

Arthur M. Pearlman



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

Print Form

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

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

ECRT CODE: RETA

CHECK PAYABLE TO ABCC OR COMMONWEALTH OF MA: \$200.00

(CHECK MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL)

CHECK NUMBER

2668

IF USED EPAY, CONFIRMATION NUMBER

A.B.C.C. LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

00009-RS-0768

LICENSEE NAME

SRI LAKSHMI GANAPTHI, LLC

ADDRESS

195 West Central Street

CITY/TOWN

Natick

STATE

MA

ZIP CODE

01760

TRANSACTION TYPE (Please check all relevant transactions):

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> Alteration of Licensed Premises | <input type="checkbox"/> Cordials/Liqueurs Permit | <input type="checkbox"/> New Officer/Director | <input checked="" type="checkbox"/> Transfer of License |
| <input type="checkbox"/> Change Corporate Name | <input type="checkbox"/> Issuance of Stock | <input type="checkbox"/> New Stockholder | <input type="checkbox"/> Transfer of Stock |
| <input type="checkbox"/> Change of License Type | <input type="checkbox"/> Management/Operating Agreement | <input type="checkbox"/> Pledge of Stock | <input type="checkbox"/> Wine & Malt to All Alcohol |
| <input type="checkbox"/> Change of Location | <input type="checkbox"/> More than (3) \$15 | <input type="checkbox"/> Pledge of License | <input type="checkbox"/> 6-Day to 7-Day License |
| <input type="checkbox"/> Change of Manager | <input type="checkbox"/> New License | <input type="checkbox"/> Seasonal to Annual | |
| <input type="checkbox"/> Other | | | |

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS TRANSMITTAL FORM ALONG WITH THE
CHECK, COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

ALCOHOLIC BEVERAGES CONTROL COMMISSION
239 CAUSEWAY STREET
BOSTON, MA 02241-3396



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street
Boston, MA 02114
www.mass.gov/abcc

APPLICATION FOR A RETAIL ALCOHOLIC BEVERAGES LICENSE

Please complete this entire application, leaving no fields blank. If field does not apply to your situation, please write N/A.

1. NAME OF PROPOSED LICENSEE (Business Contact)

Sri Lakshmi Ganapathi, LLC

This is the corporation or LLC which will hold the license, **not** the individual submitting this application. If you are applying for this license as a sole proprietor, not an LLC, corporation or other legal entity, you may enter your personal name here.

2. RETAIL APPLICATION INFORMATION

There are two ways to obtain an alcoholic beverages license in the Commonwealth of Massachusetts, either by obtaining an existing license through a transfer or by applying for a new license.

Are you applying for a new license ☐ New ☒ Transfer
or the transfer of an existing license?

If transferring, please indicate the
current ABCC license number you
are seeking to obtain:

00009-RS-0768

If applying for a new license, are you applying for this license
pursuant to special legislation?

☐ Yes ☐ No

Chapter

Acts of

If transferring, by what method
is the license being transferred?

Purchase

3. LICENSE INFORMATION / QUOTA CHECK

On/Off-Premises

City/Town

NAtick

On-Premises

TYPE

\$12 Restaurant

CATEGORY

All Alcoholic Beverages

CLASS

Annual

4. APPLICATION CONTACT

The application contact is required and is the person who will be contacted with any questions regarding this application.

First Name:

Arthur

Middle:

M

Last Name:

Pearlman

Title:

Attorney

Primary Phone:

(508) 875-1500

Email:

ampesq8@gmail.com

5. OWNERSHIP Please list all individuals or entities with a direct or indirect, beneficial or financial interest in this license.

An individual or entity has a direct beneficial interest in a license when the individual or entity owns or controls any part of the license. For example, if John Smith owns Smith LLC, a licensee, John Smith has a direct beneficial interest in the license.

An individual or entity has an indirect beneficial interest if the individual or entity has 1) any ownership interest in the license through an intermediary, no matter how removed from direct ownership, 2) any form of control over part of a license no matter how attenuated, or 3) otherwise benefits in any way from the license's operation. For Example, Jane Doe owns Doe Holding Company Inc., which is a shareholder of Doe LLC, the license holder. Jane Doe has an indirect interest in the license.

A. All individuals listed below are required to complete a Beneficial Interest Contact - Individual form.

B. All entities listed below are required to complete a Beneficial Interest Contact - Organization form.

C. Any individual with any ownership in this license and/or the proposed manager of record must complete a CORI Release Form.

Name	Title / Position	% Owned	Other Beneficial Interest
Girish Damireddy	LLC Member	30%	N/A

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

5. OWNERSHIP (continued)

Name	Title / Position	% Owned	Other Beneficial Interest
Karthik Birudavolu	LLC Member	40%	N/A
Justin Birudavol	LLC Manager	0%	N/A
Satyapal Salla	LLC Member	30%	N/A

6. PREMISES INFORMATION

Please enter the address where the alcoholic beverages are sold.

Premises Address

Street Number: Street Name: Unit:

City/Town: State: Zip Code:

Country:

Description of Premises

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

Floor Number	Square Footage	Number of Rooms
1	3,900	6

Patio/Deck/Outdoor Area Total Square Footage

Indoor Area Total Square Footage

Number of Entrances

Number of Exits

Proposed Seating Capacity

Proposed Occupancy

Occupancy of Premises

Please complete all fields in this section. Documentation showing proof of legal occupancy of the premises is required.

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

Landlord Name

Landlord Phone

Lease Beginning Term

Lease Ending Term

Rent per Month

Rent per Year

Landlord Address

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.

Please indicate if the terms of the lease include payments based on the sale of alcohol: ☐ Yes ☒ No

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

7. BUSINESS CONTACT

The Business Contact is the proposed licensee. If you are applying as a Sole Proprietor (the license will be held by an individual, not a business), you should use your own name as the entity name.

* Please see last page of application for required documents based on Legal Structure *

Entity Name:	Sri Lakshmi Ganapathi, LLC	FEIN:	82-2938478
DBA:	Biryaniz N Breadz	Fax Number:	617-553-9441
Primary Phone:	508-653-8898	Email:	bnbnatick@gmail.com
Alternative Phone:	508-653-8829	Legal Structure of Entity	LLC

Business Address (Corporate Headquarters) ☒ Check here if your Business Address is the same as your Premises Address

Street Number:		Street Name:	
City/Town:		State:	
Zip Code:		Country:	

Mailing Address ☐ Check here if your Mailing Address is the same as your Premises Address

Street Number:		Street Name:	
City/Town:		State:	
Zip Code:		Country:	

Is the Entity a Massachusetts Corporation?	<input type="radio"/> Yes <input checked="" type="radio"/> No	If no, is the Entity registered to do business in Massachusetts? <input checked="" type="radio"/> Yes <input type="radio"/> No If no, state of incorporation	
--	---	---	--

Other Beneficial Interest

Does the proposed licensee have a beneficial interest in any other Massachusetts Alcoholic Beverages Licenses? ☐ Yes ☒ No *If yes, please complete the following table.*

Name of License	Type of License	License Number	Premises Address

Prior Disciplinary Action:

Has any alcoholic beverages license owned by the proposed licensee ever been disciplined for an alcohol related violation?

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation
No				

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

8. MANAGER CONTACT

The Manager Contact is required and is the individual who will have day-to-day, operational control over the liquor license.

Salutation First Name Middle Name Last Name Suffix

Social Security Number Date of Birth

Primary Phone: Email:

Mobile Phone: Place of Employment

Alternative Phone: Fax Number

Citizenship / Residency / Background Information of Proposed Manager

Are you a U.S. Citizen? ☒ Yes ☐ No

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No
If yes, attach an affidavit that lists your convictions with an explanation for each

Have you ever been Manager of Record of a license to sell alcoholic beverages? ☐ Yes ☒ No

If yes, please list the licenses for which you are the current or proposed manager:

Do you have direct, indirect, or financial interest in this license? ☐ Yes ☒ No

If yes, percentage of interest

If yes, please indicate type of interest (check all that apply):

☐ Officer ☐ Sole Proprietor
☐ Stockholder ☒ LLC Manager
☐ LLC Member ☐ Director
☐ Partner ☐ Landlord
☐ Contractual ☐ Revenue Sharing
☐ Management Agreement ☐ Other

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

Employment Information of Proposed Manager

Please provide your employment history for the *past 10 years*

Date(s)	Position	Employer	Address	Phone
9/2009-5/2011	Analyst	SAIC	1710 SAIC Drive, McLean, VA	703-676-4300
9/2013-9/2014	Outreach Assoc.	Breakthrough Collaborative	545 Sansome Street, Suite 700, San Francisco, CA	415-442-0600
8/2014-6/2016	Teaching Ass't/Teacher	Match Day Charter Elementary	1001 Commonwealth Ave, Boston, MA	617-232-0300
8/2016-Present	Teacher	Community Day Arlington Elementary	190 Hampshire Street, Lawrence, MA	978-682-6628

Prior Disciplinary Action of Proposed Manager

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation
None				

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGES LICENSE

9. FINANCIAL INFORMATION

Please provide information about associated costs of this license.

Associated Costs

A. Purchase Price for Building/Land	[]
B. Purchase Price for any Business Assets	150,000.00
C. Costs of Renovations/Construction	10,000.00
D. Purchase Price of Inventory	0
E. Initial Start-Up Costs	0
F. Other (Please specify)	0
G. Total Cost (Add lines A-F)	160,000.00

Please note, the total amount of **Cash Investment** (top right table) plus the total amount of **Financing** (bottom right table) must be equal to or greater than the **Total Cost** (line G above).

Please provide information about the sources of cash and/or financing for this transaction

Source of Cash Investment

Name of Contributor	Amount of Contribution
Total:	[]

Source of Financing

Name of Lender	Amount	Does the lender hold an interest in any MA alcoholic beverages licenses?	If yes, please provide ABCC license number of lender
New England IT Associates	160,000	No	N/A
Total:			160,000.00

10. PLEDGE INFORMATION

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

Please indicate what you are seeking to pledge (check all that apply)

☐ License ☐ Stock / Beneficial Interest ☐ Inventory

To whom is the pledge is being made: []

Does the lender have a beneficial interest in this license? ☐ Yes ☐ No

Does the lease require a pledge of this license? ☐ Yes ☐ No

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (Formerly known as a Personal Information Form)

Please complete a Beneficial Interest - Individual sheet for **all** individual(s) who have a direct or indirect beneficial interest, with or without ownership, in this license. This includes people with a financial interest and people without financial interest (i.e. board of directors for not-for-profit clubs). All individuals with direct or indirect financial interest must also submit a CORI Authorization Form.

An individual with direct beneficial interest is defined as someone who has interest directly in the proposed licensee. For example, if ABC Inc is the proposed licensee, all individuals with interest in ABC Inc are considered to have direct beneficial interest in ABC Inc (the proposed licensee).

An individual with indirect beneficial interest is defined as someone who has ownership in a parent level company of the proposed licensee. For example, if ABC Inc is the proposed licensee and is 100% owned by XYZ Inc, all individuals with interest in XYZ Inc are considered to have an indirect beneficial interest in ABC Inc (the proposed licensee).

Salutation		First Name	Harjinder	Middle Name		Last Name	Singh	Suffix	
Title:	Other		Social Security Number				Date of Birth		03/13/1970
Primary Phone:	617-459-2939		Email:		N/A				
Mobile Phone:	617-459-2939		Fax Number		N/A				
Alternative Phone:	N/A								

Business Address

Street Number:	195	Street Name:	West Central Street
City/Town:	Natick	State:	MA
Zip Code:	01760	Country:	USA

Mailing Address

☒ Check here if your Mailing Address is the same as your Business Address

Street Number:		Street Name:	
City/Town:		State:	
Zip Code:		Country:	

Types of Interest (select all that apply)

- | | | | |
|--------------------------------------|---|--|---|
| <input type="checkbox"/> Contractual | <input type="checkbox"/> Director | <input type="checkbox"/> Landlord | <input type="checkbox"/> LLC Manager |
| <input type="checkbox"/> LLC Member | <input type="checkbox"/> Management Agreement | <input type="checkbox"/> Officer | |
| <input type="checkbox"/> Partner | <input type="checkbox"/> Revenue Sharing | <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Stockholder |
| | | | <input checked="" type="checkbox"/> Other |

Citizenship / Residency Information

Are you a U.S. Citizen? ☒ Yes ☐ No Are you a Massachusetts Resident? ☒ Yes ☐ No

Criminal History

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No If yes, please provide an affidavit explaining the charges.

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

Using the definition above, do you hold a direct ☒ Direct ☐ Indirect or indirect interest in the proposed licensee?

If you hold a direct beneficial interest in the proposed licensee, please list the % of interest you hold.

0%

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table below.

Ownership / Interest

If you hold an indirect interest in the proposed licensee, please list the organization(s) you hold a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest you have in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
None			

Familial Beneficial Interest

Does any member of your immediate family have ownership interest in any other Massachusetts Alcoholic Beverages Licenses? Immediate family includes parents, siblings, spouse and spouse's parents. Please list below.

Relationship to You	ABCC License Number	Type of Interest (choose primary function)	Percentage of Interest
None			

Prior Disciplinary Action

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation
None				

ADDITIONAL SPACE

The following space is for any additional information you wish to supply or to clarify an answer you supplied in the application.
If referencing the application, please be sure to include

Retail Application

8. Manager Contact

First Name: Harjinder

Last Name: Singh

Date of Birth: 3-13-1970

Primary Phone: (617) 459-2938

Mobile Phone: (617) 459-2938

e-mail: hsinghgill70@yahoo.com

Citizen: Yes

Any Convictions: No

Ever a manager on a license: No

Direct/indirect/financial interest in license: No

Employment

From 2009-2018

Position: Manager

Employer: Hot Breads

Address: 438 Main Street, Woburn, MA

Phone: (781) 933-7557

Disciplinary Action: None

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (Formerly known as a Personal Information Form)

Please complete a Beneficial Interest - Individual sheet for all individual(s) who have a direct or indirect beneficial interest, with or without ownership, in this license. This includes people with a financial interest and people without financial interest (i.e. board of directors for not-for-profit clubs). All individuals with direct or indirect financial interest must also submit a CORI Authorization Form.

An individual with direct beneficial interest is defined as someone who has interest directly in the proposed licensee. For example, if ABC Inc is the proposed licensee, all individuals with interest in ABC Inc are considered to have direct beneficial interest in ABC Inc (the proposed licensee).

An individual with indirect beneficial interest is defined as someone who has ownership in a parent level company of the proposed licensee. For example, if ABC Inc is the proposed licensee and is 100% owned by XYZ Inc, all individuals with interest in XYZ Inc are considered to have an indirect beneficial interest in ABC Inc (the proposed licensee).

Salutation	<input type="text"/>	First Name	JUSTIN	Middle Name	<input type="text"/>	Last Name	BIRUDAVOL	Suffix	<input type="text"/>
Title:	<input type="text" value="Employee"/>		Social Security Number		<input type="text"/>		Date of Birth		<input type="text" value="10/21/1986"/>
Primary Phone:	<input type="text" value="6173264077"/>		Email:		<input type="text" value="BIRUDAVOLUKM@YAHOO.COM"/>				
Mobile Phone:	<input type="text" value="6173264077"/>		Fax Number		<input type="text"/>				
Alternative Phone:	<input type="text"/>								

Business Address

Street Number:	<input type="text" value="195"/>	Street Name:	<input type="text" value="WEST CENTRAL STREET"/>
City/Town:	<input type="text" value="NATICK"/>	State:	<input type="text" value="MA"/>
Zip Code:	<input type="text" value="01760"/>	Country:	<input type="text" value="UNITED STATES OF AMERICA"/>

Mailing Address

☒ Check here if your Mailing Address is the same as your Business Address

Street Number:	<input type="text"/>	Street Name:	<input type="text"/>
City/Town:	<input type="text"/>	State:	<input type="text"/>
Zip Code:	<input type="text"/>	Country:	<input type="text"/>

Types of Interest (select all that apply)

<input type="checkbox"/> Contractual	<input type="checkbox"/> Director	<input type="checkbox"/> Landlord	<input checked="" type="checkbox"/> LLC Manager
<input type="checkbox"/> LLC Member	<input type="checkbox"/> Management Agreement	<input type="checkbox"/> Officer	
<input type="checkbox"/> Partner	<input type="checkbox"/> Revenue Sharing	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Stockholder
			<input type="checkbox"/> Other

Citizenship / Residency Information

Are you a U.S. Citizen?	<input checked="" type="radio"/> Yes <input type="radio"/> No	Are you a Massachusetts Resident?	<input checked="" type="radio"/> Yes <input type="radio"/> No
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Criminal History

Have you ever been convicted of a state, federal, or military crime?	<input type="radio"/> Yes <input checked="" type="radio"/> No	If yes, please provide an affidavit explaining the charges.
--	---	---

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

Using the definition above, do you hold a direct ☒ Direct ☐ Indirect or indirect interest in the proposed licensee?

If you hold a direct beneficial interest in the proposed licensee, please list the % of interest you hold.

0

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table below.

Ownership / Interest

If you hold an indirect interest in the proposed licensee, please list the organization(s) you hold a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest you have in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
	<input checked="" type="radio"/>		
	<input checked="" type="radio"/>		
	<input checked="" type="radio"/>		
	<input checked="" type="radio"/>		
	<input checked="" type="radio"/>		
	<input checked="" type="radio"/>		

Familial Beneficial Interest

Does any member of your immediate family have ownership interest in any other Massachusetts Alcoholic Beverages Licenses? Immediate family includes parents, siblings, spouse and spouse's parents. Please list below.

Relationship to You	ABCC License Number	Type of Interest (choose primary function)	Percentage of Interest

Prior Disciplinary Action

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

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

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (Formerly known as a Personal Information Form)

Please complete a Beneficial Interest - Individual sheet for all individual(s) who have a direct or indirect beneficial interest, with or without ownership, in this license. This includes people with a financial interest and people without financial interest (i.e. board of directors for not-for-profit clubs). All individuals with direct or indirect financial interest must also submit a CORI Authorization Form.

An individual with direct beneficial interest is defined as someone who has interest directly in the proposed licensee. For example, if ABC Inc is the proposed licensee, all individuals with interest in ABC Inc are considered to have direct beneficial interest in ABC Inc (the proposed licensee).

An individual with indirect beneficial interest is defined as someone who has ownership in a parent level company of the proposed licensee. For example, if ABC Inc is the proposed licensee and is 100% owned by XYZ Inc, all individuals with interest in XYZ Inc are considered to have an indirect beneficial interest in ABC Inc (the proposed licensee).

Salutation		First Name	GIRISH	Middle Name		Last Name	DAMIREDDY	Suffix	
Title:	Owner		Social Security Number				Date of Birth		10/27/1982
Primary Phone:	2032432913		Email:		DAMIREDDYGIRISH@GMAIL.COM				
Mobile Phone:	2032432913		Fax Number						
Alternative Phone:									

Business Address

Street Number:	195	Street Name:	WEST CENTRAL STREET
City/Town:	NATICK	State:	MA
Zip Code:	01760	Country:	UNITED STATES OF AMERICA

Mailing Address

☒ Check here if your Mailing Address is the same as your Business Address

Street Number:		Street Name:	
City/Town:		State:	
Zip Code:		Country:	

Types of Interest (select all that apply)

<input type="checkbox"/> Contractual	<input type="checkbox"/> Director	<input type="checkbox"/> Landlord	<input type="checkbox"/> LLC Manager
<input checked="" type="checkbox"/> LLC Member	<input type="checkbox"/> Management Agreement	<input type="checkbox"/> Officer	
<input type="checkbox"/> Partner	<input type="checkbox"/> Revenue Sharing	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Stockholder
			<input type="checkbox"/> Other

Citizenship / Residency Information

Are you a U.S. Citizen?	<input type="radio"/> Yes <input checked="" type="radio"/> No	Are you a Massachusetts Resident?	<input checked="" type="radio"/> Yes <input type="radio"/> No
-------------------------	---	-----------------------------------	---

Criminal History

Have you ever been convicted of a state, federal, or military crime?	<input type="radio"/> Yes <input checked="" type="radio"/> No	If yes, please provide an affidavit explaining the charges.
--	---	---

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

Using the definition above, do you hold a direct ☒ Direct ☐ Indirect or indirect interest in the proposed licensee?

If you hold a direct beneficial interest in the proposed licensee, please list the % of interest you hold.

30

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table below.

Ownership / Interest

If you hold an indirect interest in the proposed licensee, please list the organization(s) you hold a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest you have in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
	<input checked="" type="radio"/>		
	<input checked="" type="radio"/>		
	<input checked="" type="radio"/>		
	<input checked="" type="radio"/>		
	<input checked="" type="radio"/>		
	<input checked="" type="radio"/>		

Familial Beneficial Interest

Does any member of your immediate family have ownership interest in any other Massachusetts Alcoholic Beverages Licenses? Immediate family includes parents, siblings, spouse and spouse's parents. Please list below.

Relationship to You	ABCC License Number	Type of Interest (choose primary function)	Percentage of Interest

Prior Disciplinary Action

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

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

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (Formerly known as a Personal Information Form)

Please complete a Beneficial Interest - Individual sheet for all individual(s) who have a direct or indirect beneficial interest, with or without ownership, in this license. This includes people with a financial interest and people without financial interest (i.e. board of directors for not-for-profit clubs). All individuals with direct or indirect financial interest must also submit a CORI Authorization Form.

An individual with direct beneficial interest is defined as someone who has interest directly in the proposed licensee. For example, if ABC Inc is the proposed licensee, all individuals with interest in ABC Inc are considered to have direct beneficial interest in ABC Inc (the proposed licensee).

An individual with indirect beneficial interest is defined as someone who has ownership in a parent level company of the proposed licensee. For example, if ABC Inc is the proposed licensee and is 100% owned by XYZ Inc, all individuals with interest in XYZ Inc are considered to have an indirect beneficial interest in ABC Inc (the proposed licensee).

Salutation	<input type="text"/>	First Name	SATYAPAL	Middle Name	<input type="text"/>	Last Name	SALLA	Suffix	<input type="text"/>
Title:	Owner		Social Security Number		<input type="text"/>		Date of Birth		03/12/1983
Primary Phone:	7173298339		Email:		SATYA.SALLA@GMAIL.COM				
Mobile Phone:	7173298339		Fax Number		<input type="text"/>				
Alternative Phone:	<input type="text"/>								

Business Address

Street Number:	195	Street Name:	WEST CENTRAL STREET
City/Town:	NATICK	State:	MA
Zip Code:	01760	Country:	UNITED STATES OF AMERICA

Mailing Address

☒ Check here if your Mailing Address is the same as your Business Address

Street Number:	<input type="text"/>	Street Name:	<input type="text"/>
City/Town:	<input type="text"/>	State:	<input type="text"/>
Zip Code:	<input type="text"/>	Country:	<input type="text"/>

Types of Interest (select all that apply)

<input type="checkbox"/> Contractual	<input type="checkbox"/> Director	<input type="checkbox"/> Landlord	<input type="checkbox"/> LLC Manager
<input checked="" type="checkbox"/> LLC Member	<input type="checkbox"/> Management Agreement	<input type="checkbox"/> Officer	
<input type="checkbox"/> Partner	<input type="checkbox"/> Revenue Sharing	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Stockholder
			<input type="checkbox"/> Other

Citizenship / Residency Information

Are you a U.S. Citizen?	<input type="radio"/> Yes <input checked="" type="radio"/> No	Are you a Massachusetts Resident?	<input type="radio"/> Yes <input checked="" type="radio"/> No
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Criminal History

Have you ever been convicted of a state, federal, or military crime?	<input type="radio"/> Yes <input checked="" type="radio"/> No	If yes, please provide an affidavit explaining the charges.
--	---	---

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

Using the definition above, do you hold a direct ☒ Direct ☐ Indirect or indirect interest in the proposed licensee?

If you hold a direct beneficial interest in the proposed licensee, please list the % of interest you hold.

30

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table below.

Ownership / Interest

If you hold an indirect interest in the proposed licensee, please list the organization(s) you hold a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest you have in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address

Familial Beneficial Interest

Does any member of your immediate family have ownership interest in any other Massachusetts Alcoholic Beverages Licenses? Immediate family includes parents, siblings, spouse and spouse's parents. Please list below.

Relationship to You	ABCC License Number	Type of Interest (choose primary function)	Percentage of Interest

Prior Disciplinary Action

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

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

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (Formerly known as a Personal Information Form)

Please complete a Beneficial Interest - Individual sheet for all individual(s) who have a direct or indirect beneficial interest, with or without ownership, in this license. This includes people with a financial interest and people without financial interest (i.e. board of directors for not-for-profit clubs). All individuals with direct or indirect financial interest must also submit a CORI Authorization Form.

An individual with direct beneficial interest is defined as someone who has interest directly in the proposed licensee. For example, if ABC Inc is the proposed licensee, all individuals with interest in ABC Inc are considered to have direct beneficial interest in ABC Inc (the proposed licensee).

An individual with indirect beneficial interest is defined as someone who has ownership in a parent level company of the proposed licensee. For example, if ABC Inc is the proposed licensee and is 100% owned by XYZ Inc, all individuals with interest in XYZ Inc are considered to have an indirect beneficial interest in ABC Inc (the proposed licensee).

Salutation		First Name	KARTHIK	Middle Name		Last Name	BIRUDAVOLU	Suffix	
Title:	Owner		Social Security Number				Date of Birth		11/01/1980
Primary Phone:	7815358877		Email:		BIRUDAVOLUKM@YAHOO.COM				
Mobile Phone:	7815358877		Fax Number						
Alternative Phone:	9783305555								

Business Address

Street Number:	195	Street Name:	WEST CENTRAL STREET	
City/Town:	NATICK	State:	MA	
Zip Code:	01760	Country:	UNITED STATES OF AMERICA	

Mailing Address

☒ Check here if your Mailing Address is the same as your Business Address

Street Number:		Street Name:		
City/Town:		State:		
Zip Code:		Country:		

Types of Interest (select all that apply)

<input type="checkbox"/> Contractual	<input type="checkbox"/> Director	<input type="checkbox"/> Landlord	<input type="checkbox"/> LLC Manager
<input checked="" type="checkbox"/> LLC Member	<input type="checkbox"/> Management Agreement	<input type="checkbox"/> Officer	
<input type="checkbox"/> Partner	<input type="checkbox"/> Revenue Sharing	<input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> Stockholder
			<input type="checkbox"/> Other

Citizenship / Residency Information

Are you a U.S. Citizen? ☐ Yes ☒ No Are you a Massachusetts Resident? ☒ Yes ☐ No

Criminal History

Have you ever been convicted of a state, federal, or military crime? ☐ Yes ☒ No If yes, please provide an affidavit explaining the charges.

ALCOHOLIC BEVERAGES CONTROL COMMISSION

BENEFICIAL INTEREST CONTACT - Individual (continued)

Ownership / Interest

Using the definition above, do you hold a direct ☒ Direct ☐ Indirect or indirect interest in the proposed licensee?

If you hold a direct beneficial interest in the proposed licensee, please list the % of interest you hold.

40

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table below.

Ownership / Interest

If you hold an indirect interest in the proposed licensee, please list the organization(s) you hold a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest you have in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
	<input checked="" type="radio"/>		
	<input checked="" type="radio"/>		
	<input checked="" type="radio"/>		
	<input checked="" type="radio"/>		
	<input checked="" type="radio"/>		
	<input checked="" type="radio"/>		

Familial Beneficial Interest

Does any member of your immediate family have ownership interest in any other Massachusetts Alcoholic Beverages Licenses? Immediate family includes parents, siblings, spouse and spouse's parents. Please list below.

Relationship to You	ABCC License Number	Type of Interest (choose primary function)	Percentage of Interest

Prior Disciplinary Action

Have you ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action? If yes, please complete the following:

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

APPLICATION FOR A NEW RETAIL ALCOHOLIC BEVERAGE LICENSE

BENEFICIAL INTEREST - Organization

Please complete a Beneficial Interest - Organization sheet for all organization(s) who have a direct or indirect beneficial interest, with or without ownership, in this license.

Example:

ABC Inc. is applying for a liquor license. ABC Inc. is 100% owned by XYZ Inc., which is 100% owned by 123 Inc. XYZ Inc. is considered to have a direct beneficial interest in the proposed licensee (ABC Inc.) and 123 Inc. is considered to have indirect beneficial interest in the proposed licensee (ABC Inc.). Both XYZ Inc. and 123 Inc. should complete a Beneficial Interest - Organization Form.

Entity Name: FEIN:
Primary Phone: Fax Number:
Alternative Phone: Email:

Business Address

Street Number: Street Name:
City/Town: State:
Zip Code: Country:

Mailing Address

☒ Check here if your Mailing Address is the same as your Business Address

Street Number: Street Name:
City/Town: State:
Zip Code: Country:

Publicly Traded

Is this organization publicly traded? ☐ Yes ☒ No

Ownership / Interest

Using the definition above, does this organization hold a direct or indirect interest in the proposed licensee? ☒ Direct ☐ Indirect

If this organization holds a direct beneficial interest in the proposed licensee, please list the % of interest it holds.

If you hold an indirect beneficial interest in this license, please complete the Ownership / Interest Table on the next page.

Ownership / Interest

If this organization holds an indirect interest in the proposed licensee, please list the organization(s) it holds a direct interest in which, in turn, hold a direct or indirect interest in the proposed licensee. These generally include parent companies, holding companies, trusts, etc. A Beneficial Interest - Organization Form will need to be completed for each entity listed below.

Name of Beneficial Interest - Organization	FEIN

Other Beneficial Interest

List any indirect or indirect beneficial or financial interest this entity has in any other Massachusetts Alcoholic Beverages License(s).

Name of License	Type of License	License Number	Premises Address
None			

Prior Disciplinary Action

Has this entity ever been involved directly or indirectly in an alcoholic beverages license that was subject to disciplinary action?
If yes, please complete the following:

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation
No				

CERTIFICATE OF VOTE

SRI LAKSHMI GANAPATHI, LLC

At a meeting of the members and manager of SRI LAKSHMI GANAPATHI, LLC held at 75 Union Avenue, Sudbury, Massachusetts, on January 30, 2018, the members and manager, Girish Damireddy, Karthik Birudavolu, Satya Salla and Justin Birudavol, having been notified and in attendance, it was

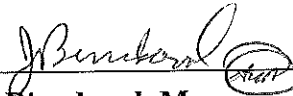
VOTED: That the Company apply to the Board of Selectmen for the Town of Natick for the transfer of the Liquor License held by Gen8888, Inc. at 195 West Central Street, Natick, Massachusetts.

VOTED: That Justin Birudavol be designated the manager of the establishment with full authority and control of the premises described in the application and of the conduct of all business therein relative to alcoholic beverages.

VOTED: To authorize the manager, Justin Birudavol, to execute on behalf of the Company and file with the Natick Licensing Authority and the Alcoholic Beverage Control Commission of the Commonwealth of Massachusetts any and all applications and forms necessary to accomplish the foregoing.

A TRUE COPY

ATTEST:


Justin Birudavol, Manager



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	00009-RS-0768	LICENSEE NAME:	SRI LAKSHMI GANAPATHI LLC	CITY/TOWN:	NATICK
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APPLICANT INFORMATION

LAST NAME:	Singh	FIRST NAME:	Harjinder	MIDDLE NAME:	N/A
MAIDEN NAME OR ALIAS (IF APPLICABLE):	N/A	PLACE OF BIRTH:	India		
DATE OF BIRTH:	03-13-1970	SSN:		ID THEFT INDEX PIN (IF APPLICABLE):	N/A
MOTHER'S MAIDEN NAME:	Kaur	DRIVER'S LICENSE #:		STATE LIC. ISSUED:	Massachusetts
GENDER:	MALE	HEIGHT:	5 10	WEIGHT:	195
		EYE COLOR:	Brown		
CURRENT ADDRESS:	44 Webster Avenue				
CITY/TOWN:	Woburn	STATE:	MA	ZIP:	01801
FORMER ADDRESS:	10 Morris Street				
CITY/TOWN:	Everett	STATE:	Ma	ZIP:	02149

PRINT AND SIGN

PRINTED NAME:	Harjinder Singh	APPLICANT/EMPLOYEE SIGNATURE:	
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NOTARY INFORMATION

On this <u>8th</u> day of <u>April</u> , 2017	before me, the undersigned notary public, personally appeared	Harjinder Singh
(name of document signer), proved to me through satisfactory evidence of identification, which were		state driver's license
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he/she) signed it voluntarily for its stated purpose.		

DIVISION USE ONLY

REQUESTED BY:	
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE	

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



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

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

ABCC LICENSE INFORMATION

ABCC NUMBER: (IF EXISTING LICENSEE)	00009-RS-2768	LICENSEE NAME:	SPi LAKSHMI GANAPATHI LLC	CITY/TOWN:	NATICK
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APPLICANT INFORMATION

LAST NAME:	DAMIREDDY	FIRST NAME:	GIRISH	MIDDLE NAME:	
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	HYDERABAD		
DATE OF BIRTH:	10/27/1982	SSN:		ID THEFT INDEX PIN (IF APPLICABLE):	
MOTHER'S MAIDEN NAME:	GORAPATI	DRIVER'S LICENSE #:		STATE LIC. ISSUED:	MA
GENDER:	MALE	HEIGHT:	5 8	WEIGHT:	180
				EYE COLOR:	BLACK
CURRENT ADDRESS:	3 DEW DROP WAY				
CITY/TOWN:	EAST WALPOLE	STATE:	MA	ZIP:	02032
FORMER ADDRESS:	23 JUDITH LANE				
CITY/TOWN:	WALTHAM	STATE:	MA	ZIP:	02452

PRINT AND SIGN

PRINTED NAME:	GIRISH DAMIREDDY	APPLICANT/EMPLOYEE SIGNATURE:	
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NOTARY INFORMATION

On this 30th day of December before me, the undersigned notary public, personally appeared Girish Damireddy
(name of document signer), proved to me through satisfactory evidence of identification, which were State driver's license
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

NOTARY

DIVISION USE ONLY

REQUESTED BY:	
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE	

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



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

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

ABCC LICENSE INFORMATION

ABCC NUMBER: (IF EXISTING LICENSEE)	00009-RS-0768	LICENSEE NAME:	SRI LAKSHMI GANAPATHI LLC	CITY/TOWN:	NATICK
--	---------------	----------------	---------------------------	------------	--------

APPLICANT INFORMATION

LAST NAME:	SALLA	FIRST NAME:	SATYAPAL	MIDDLE NAME:				
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	ANKAPOOR					
DATE OF BIRTH:	03/12/1983	SSN:		ID THEFT INDEX PIN (IF APPLICABLE):				
MOTHER'S MAIDEN NAME:	SAMA	DRIVER'S LICENSE #:		STATE LIC. ISSUED:	Connecticut			
GENDER:	MALE	HEIGHT:	5	7	WEIGHT:	165	EYE COLOR:	BROWN
CURRENT ADDRESS:	15 BUCKS XING							
CITY/TOWN:	CROMWELL	STATE:	CT	ZIP:	06416			
FORMER ADDRESS:	500 COLD SPRING RD							
CITY/TOWN:	ROCKY HILL	STATE:	CT	ZIP:	06067			

PRINT AND SIGN

PRINTED NAME:	SATYAPAL SALLA	APPLICANT/EMPLOYEE SIGNATURE:	
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NOTARY INFORMATION

On this	JANUARY 29, 2018	before me, the undersigned notary public, personally appeared	SATYAPAL SALLA
(name of document signer),	proved to me through satisfactory evidence of identification, which were		
	Connecticut Driver License		
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose.			
MARK J. COPPOLELLI NOTARY PUBLIC State of Connecticut My Commission Expires December 31, 2022		 NOTARY	

DIVISION USE ONLY

REQUESTED BY:	
SIGNATURE OF CORI AUTHORIZED EMPLOYEE	

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



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

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

ABCC LICENSE INFORMATION

ABCC NUMBER: (IF EXISTING LICENSEE)	00009-RS-0768	LICENSEE NAME:	SRI LAKSHMI GANAPATHI LLC	CITY/TOWN:	NATICK
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APPLICANT INFORMATION

LAST NAME:	BIRUDAVOLU	FIRST NAME:	KARTHIK	MIDDLE NAME:				
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH:	HYDERABAD					
DATE OF BIRTH:	11/01/1980	SSN:		ID THEFT INDEX PIN (IF APPLICABLE):				
MOTHER'S MAIDEN NAME:	MADIRAJU	DRIVER'S LICENSE #:		STATE LIC. ISSUED:	MA			
GENDER:	MALE	HEIGHT:	5	9	WEIGHT:	220	EYE COLOR:	BLACK
CURRENT ADDRESS:	77 HOUNDPACK CIRCLE							
CITY/TOWN:	EAST WALPOLE	STATE:	MA	ZIP:	02032			
FORMER ADDRESS:	1 DOLORES AVE							
CITY/TOWN:	WALTHAM	STATE:	MA	ZIP:	02452			

PRINT AND SIGN

PRINTED NAME:	KARTHIK BIRUDAVOLU	APPLICANT/EMPLOYEE SIGNATURE:	
---------------	--------------------	-------------------------------	--

NOTARY INFORMATION

On this 29th of January 2018 before me, the undersigned notary public, personally appeared Karthik Birudavolu
(name of document signer), proved to me through satisfactory evidence of identification, which were Mass Drivers license
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

NOTARY

DIVISION USE ONLY

REQUESTED BY:	
SIGNATURE OF CORI AUTHORIZED EMPLOYEE	

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



Commonwealth of Massachusetts
Alcoholic Beverages Control Commission
239 Causeway Street, First Floor
Boston, MA 02114

DEBORAH B. GOLDBERG
TREASURER AND RECEIVER GENERAL

CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.
CHAIRMAN

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

ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSEE)</small>	00009-RS-0769	LICENSEE NAME:	SRI LAKSHMI GANAPATHI LLC	CITY/TOWN:	NATICK
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APPLICANT INFORMATION

LAST NAME:	BIRUDAVOL	FIRST NAME:	JUSTIN	MIDDLE NAME:	
MAIDEN NAME OR ALIAS (IF APPLICABLE):			PLACE OF BIRTH:	BOSTON	
DATE OF BIRTH:	10/21/1986	SSN:			ID THEFT INDEX PIN (IF APPLICABLE):
MOTHER'S MAIDEN NAME:	Griffin	DRIVER'S LICENSE #:			STATE LIC. ISSUED:
					Massachusetts
GENDER:	MALE	HEIGHT:	5	8	WEIGHT:
					155
					EYE COLOR:
					BROWN
CURRENT ADDRESS:	157 HUDSON STREET				
CITY/TOWN:	SOMERVILLE	STATE:	MA	ZIP:	02144
FORMER ADDRESS:	83 Putnam Avenue				
CITY/TOWN:	Cambridge	STATE:	MA	ZIP:	02139

PRINT AND SIGN

PRINTED NAME:	JUSTIN BIRUDAVOL	APPLICANT/EMPLOYEE SIGNATURE:	
---------------	------------------	-------------------------------	--

NOTARY INFORMATION

On this JAN 29, before me, the undersigned notary public, personally appeared Justin Birudavol
(name of document signer), proved to me through satisfactory evidence of identification, which were MASS DRIVERS LICENSE
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

GEORGE W. SOUZA
Notary Public, Massachusetts
My Commission Expires January 29, 2021

NOTARY

DIVISION USE ONLY

REQUESTED BY:	
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE	

The DCJ Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identify Theft PIN Number by the DCJ. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCJ via mail or by fax to (617) 660-4514.

THE UNITED STATES OF AMERICA

CERTIFICATE OF



No. 27358848

NATURALIZATION

Personal description of holder
as of date of naturalization:

Date of birth: MARCH 13, 1970

Sex: MALE

Height: 5 feet 10 inches

Marital status: MARRIED

Country of former nationality:
INDIA

Harjinder Singh



INS Registration No. A073183423

I certify that the description given is true, and that the photograph affixed
hereto is a likeness of me.

Harjinder Singh
(Complete and true signature of holder)

Be it known that, pursuant to an application filed with the Attorney General

at: BOSTON, MASSACHUSETTS

The Attorney General having found that:

HARJINDER SINGH

then residing in the United States, intends to reside in the United States when so
required by the Naturalization Laws of the United States, and had in all other
respects complied with the applicable provisions of such naturalization laws and was
entitled to be admitted to citizenship, such person having taken the oath of allegiance
in a ceremony conducted by the

US DISTRICT COURT OF MASSACHUSETTS

at: BOSTON, MASSACHUSETTS

on: JULY 17, 2003

that such person is admitted as a citizen of the United States of America.

Shah J. Gauri
Commissioner of Immigration and Naturalization

IT IS PUNISHABLE BY U. S. LAW TO COPY,
PRINT OR PHOTOGRAPH THIS CERTIFICATE,
WITHOUT LAWFUL AUTHORITY.

DEPARTMENT OF JUSTICE

MASSACHUSETTS DRIVER'S LICENSE

02/21/2017

03/13/2022 03/13/19/U

8570 NONE NONE

SINGH
2 HARJINDER
44 WEBSTER AVE
WOBURN, MA 01801-1553

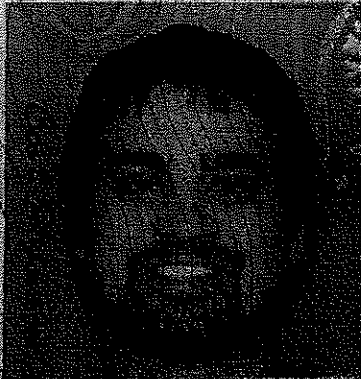
SEX M HGT 5'10" WT 165
DOB 02/23/1970

03/13/70

Singh

MASSACHUSETTS

DRIVER'S
LICENSE



MA ISS
09/24/2017

EXP
10/21/2022

CLASS 12 REST
D NONE

10/21/1986
END
NONE

BIRUDAVOL

JUSTIN

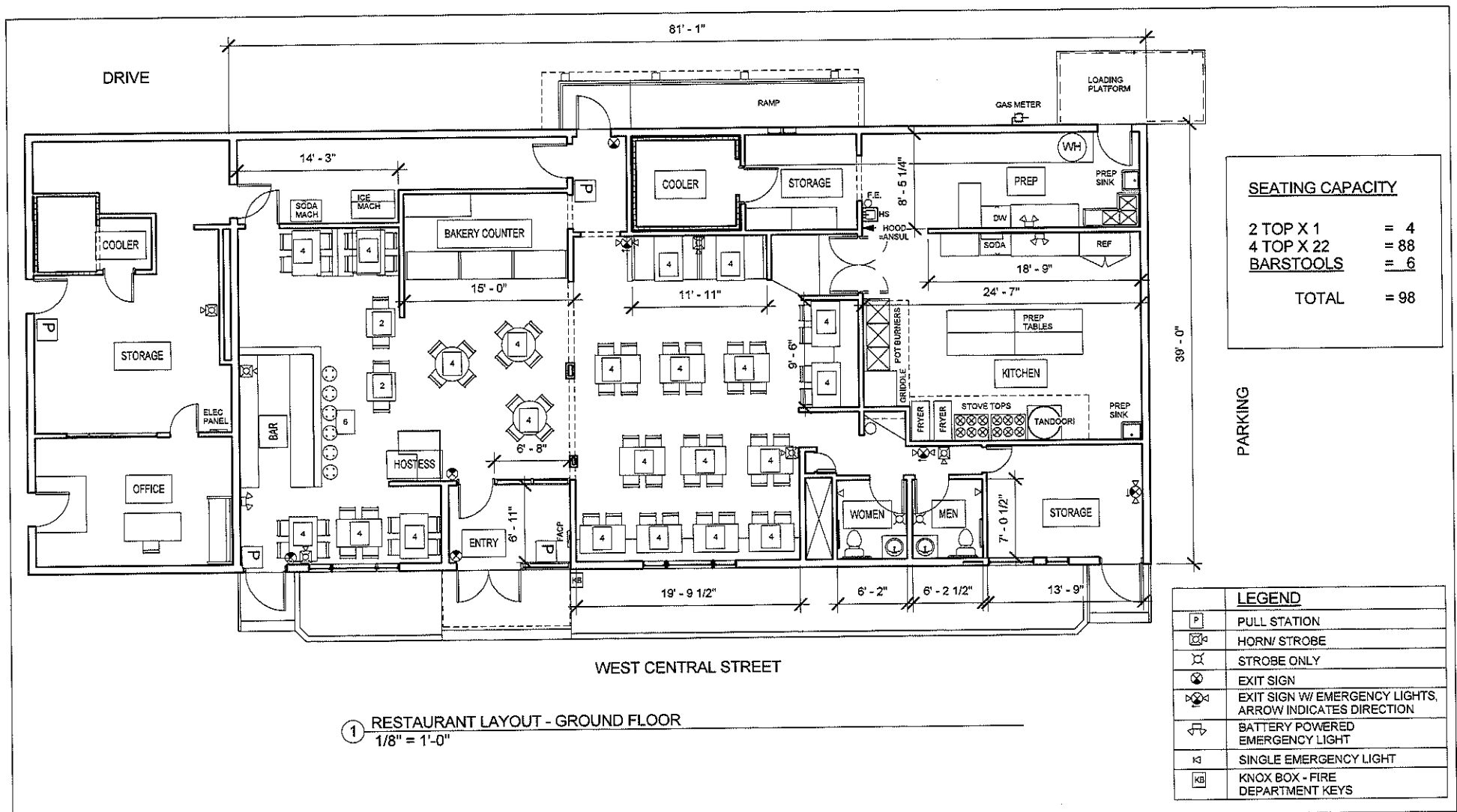
157 HUDSON STREET

SOMERVILLE, MA 02144

Justin Birudavol

SEX M HT 5'-08"
DOB 09/25/2017 Rev 02/22/2016

10/21/86



Scott Griffin
ARCHITECTS

880 Main Street, Fifth Floor
Waltham, Massachusetts 02451
Phone (781) 683-7400 Fax (718) 683-7350

INDIAN RESTAURANT

195 WEST CENTRAL STREET
NATICK, MA

GROUND FLOOR PLAN

Project number	17107.00
Date	1/02/18
Drawn by	MJD
Checked by	TS

A-1
Scale As indicated

To:
Of:
Fax #:
From:

APPLICANT'S STATEMENT

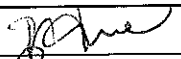
I, Karthik Birudavolu the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP member
Authorized Signatory

of SRI LAKSHMI GANAPATHI, LLC, hereby submit this application for transfer of liquor license
Name of the Entity/Corporation Transaction(s) you are applying for

(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.

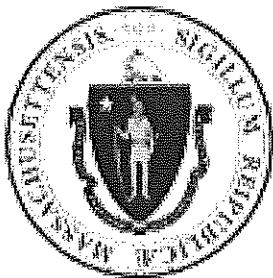
I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statement and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and 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 does not violate any requirement of the ABCC or other state law or local ordinances;
- (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 Application information 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.

Signature: 

Date: 2-12-2018

Title: LLC Member



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001292339

1. The exact name of the limited liability company is: SRI LAKSHMI GANAPTHI LLC

2a. Location of its principal office:

No. and Street: 77 HOUNDPACK CIRCLE
City or Town: EAST WALPOLE State: MA Zip: 02032 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:

No. and Street: 77 HOUNDPACK CIRCLE
City or Town: EAST WALPOLE State: MA Zip: 02032 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

RESTAURANT, CATERING AND RELATED ACTIVITIES.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: KARTHIK BIRUDAVOLU
No. and Street: 77 HOUNDPACK CIRCLE
City or Town: EAST WALPOLE State: MA Zip: 02032 Country: USA

I, KARTHIK BIRUDAVOLU 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	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	KARTHIK BIRUDAVOLU	77 HOUNDPACK CIRCLE EAST WALPOLE, MA 02032 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	Individual Name	Address (no PO Box)
-------	-----------------	---------------------

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	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	KARTHIK BIRUDAVOLU	77 HOUNDPACK CIRCLE EAST WALPOLE, MA 02032 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 25 Day of September, 2017,

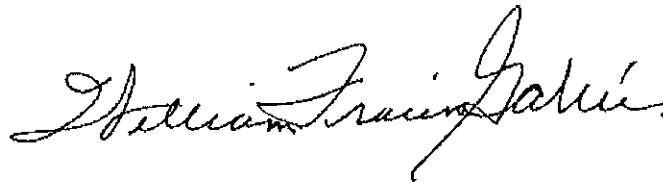
KARTHIK BIRUDAVOLU

(The certificate must be signed by the person forming the LLC.)

THE COMMONWEALTH OF MASSACHUSETTS

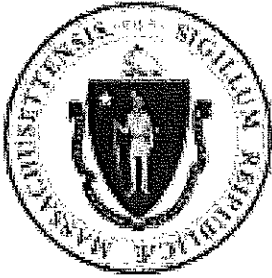
I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with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

September 25, 2017 10:48 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Annual Report

(General Laws, Chapter)

Identification Number: 001292339

Annual Report Filing Year: 2018

1.a. Exact name of the limited liability company: SRI LAKSHMI GANAPTHI LLC

1.b. The exact name of the limited liability company as amended, is: SRI LAKSHMI GANAPTHI LLC

2a. Location of its principal office:

No. and Street: 77 HOUNDPACK CIRCLE

City or Town: EAST WALPOLE State: MA Zip: 02032 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:

No. and Street: 77 HOUNDPACK CIRCLE

City or Town: EAST WALPOLE State: MA Zip: 02032 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

RESTAURANT, CATERING AND RELATED ACTIVITIES.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: KARTHIK BIRUDAVOLU

No. and Street: 77 HOUNDPACK CIRCLE

City or Town: EAST WALPOLE State: MA Zip: 02032 Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	JUSTIN BIRUDAVOL	157 HUDSON STREET SOMERVILLE, MA 02144 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.

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	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	JUSTIN BIRUDAVOL	157 HUDSON STREET SOMERVILLE, MA 02144 USA

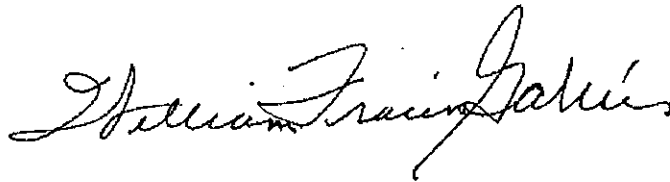
9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 2 Day of February, 2018,
KARTHIK BIRUDAVOLU , 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:

February 02, 2018 09:43 AM

A handwritten signature in cursive script, reading "William Francis Galvin". The signature is written in dark ink and is centered on the page.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

ASSET PURCHASE AND SALE AGREEMENT

This Agreement is made and entered into this 23 day of September, 2017 by and among GEN8888, INC., a Massachusetts corporation with a principal place of business at 70 River Path, #15, Framingham, Massachusetts (hereafter referred to as "Seller") and Sri Lakshmi Ganapathi LLC, a Massachusetts corporation, with a principal address of 77 Hound-Pack Circle, Walpole, Massachusetts (hereafter referred to as "Buyer").

RECITALS

WHEREAS, the Seller operates a restaurant business located at 195 West Central Street, Natick, Massachusetts (the "Premises"), known as the Asian Bistro; and

WHEREAS, the Buyers desires to purchase and the Seller desires to sell all of the assets of the business known as Gen888 Inc. d/b/a the Asian Bistro, including but not limited to any equipment and fixtures therein.

WITNESSETH

In consideration of the mutual covenants, agreements, representations and warranties contained in this Agreement, and intending to be legally bound, the parties agree as follows:

1. SALE AND PURCHASE OF ASSETS.

(a) Transfer of Assets. Subject to the terms and conditions of this Agreement, Buyer will at the closing (hereinafter defined) acquire from the Seller, and the Seller will at the closing transfer and convey to the Buyer, by bill of sale, the following assets, properties and rights of the Seller:

- (i) The Seller's fixtures, furnishings, equipment, supplies, and all other assets which are owned by the Seller and used in its restaurant business except for Seller's inventory, (all more particularly described on Exhibit "A" attached hereto); Seller and Buyer agree to fully cooperate in the transfer of the liquor license to Buyer. If after one (1) year from the time of performance, Buyer is unable to obtain approval for transfer and use at the subject premises due to no fault of the Seller, Seller may dispose of said license in any manner and to any other party.

- (ii) Telephone numbers, goodwill, applicable licenses and permits, to the extent allowed by law.

All the assets, properties and rights of Seller to be transferred to Buyer pursuant hereto are sometimes hereinafter referred to as the "Seller's Assets". For the purposes of Buyer's and Seller's accounting, the distribution of the Purchase Price to the assets is as follows:

GOODWILL	\$61,200.00
LIQUOR LICENSE	\$37,600
COMPUTER	\$5,100.00
FURNITURE & EQUIP	\$46,100.00

(b) Free of Encumbrances. The within sale and transfer of Seller's Assets, shall at the time of Closing, be free and clear of all obligations, security interests, liens and encumbrances whatsoever. Buyer shall not buy or assume any of Seller's liabilities or obligations of any kind or nature, contractual or otherwise, and shall not be liable for the payment of any employee benefits or legal or accounting expenses incident to the transaction contemplated by this Agreement. Buyer harmless from all such claims and demands arising out of or in connection with any such encumbrances (such as, but not limited to liens or causes of action of any type) which shall be in existence on the closing date, together with all costs and expenses (including without limitation, reasonable attorney's fees) of Buyer incurred or arising in connection therewith or in the enforcement of such indemnity; such indemnity shall survive the closing.

(d) Separate Agreements. The Buyer and Seller at the Buyer's discretion shall execute a separate agreement, prior to closing, relative to the purchase by Buyer from Seller of any food or paper good owned by Seller. Buyer will Purchase liquor inventory as required by the ABCC at cost.

(e) Acceptance of Bill of Sale. Except herein otherwise provided, the acceptance of the "Bill of Sale" reference in this Agreement shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such, if any, as are by the express terms hereof to be performed after the delivery of the instruments of transfer and the payment of the purchase price.

PURCHASE PRICE. The total purchase price for the Seller's Assets is one hundred and fifty thousand (\$150,000.00) dollars.

(f) Non-Compete- Due to the significance and materiality of the consideration provided by Buyer, and in consideration of the benefits received by Seller, the sufficiency of which is hereby acknowledged, Seller agrees that within a 10 mile radius of 195 West Central Street, Natick, MA, and for a period of five years after the closing, Seller shall not directly or indirectly own, manage, operate, be affiliated in any way or conduct any business engaged in the restaurant business or any other business consisting of the furnishing of food and/or beverages to the public. Excepted from such agreement is Seller's existing restaurant in Marlborough, Massachusetts known as Joy Asia

Reasonableness of Restrictions

(a) Seller has read and understood the provisions of this Agreement. Seller agrees with the restrictions set forth herein, and agrees that the time period and geographic location restrictions are fair, reasonable and legitimately necessary for the protection of Buyer's interests, as well as the interests of the buyer's officers, directors, shareholders, and other employees.

(b) If any part of the provisions in this agreement shall be held unenforceable or invalid, the remaining parts thereof shall continue to be enforceable and valid. In the event a court of competent jurisdiction declares the time period or geographic location restrictions are unreasonable and/or have exceeded the maximum time period and/or, the Buyer and Seller shall request the Court to fix a reasonable time period and/or geographic location restriction, and the court specified time period and/or area of restriction shall then become and thereafter be the maximum time period and/or geographic area which the court deems reasonable and enforceable.

Benefit and Burden

The agreement shall be binding upon, and shall inure to the benefit of, Buyer and Seller, and their respective heirs, personal and legal representatives, successors and assigns.

Severability

The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.

Attorney's fees and costs

If any legal action is necessary or brought in any court or arbitration proceeding, to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary expenses, in addition to any other relief to which such party may be entitled. This provision shall be construed as applicable to the entire contract.

(g) Seller agrees to leave the premises in broom swept condition, including, not limited to disposal of any and all food products, and clean any and all pots and pans that have been mutually agreed to be left to the Buyers

2. METHOD OF PAYMENT. Buyer shall make payment of the purchase price for the Seller's Assets as follows:

(a) One Thousand (\$1,000.00) Dollars, which was paid as a deposit upon the execution of the Offer to Purchase dated September 12, 2017, said deposit to be applied to the outstanding balance at closing.

(b) Fourteen Thousand Five Hundred (\$14,000.00) Dollars, which has been paid as an additional deposit this day, said deposit to be applied to the outstanding balance at closing.

(c) At closing, in cash or bank check payable to the order of Seller, One Hundred Thirty Five (\$135,000.00) Dollars.

3. ADJUSTMENTS TO PURCHASE PRICE. At or prior to the closing, Buyer and Seller will agree upon a reasonable estimate of any other net adjustments to the purchase price, including, but not limited to, rent, accounts receivable and inventory adjustments, other than that referenced in Paragraph No. 1(d) above.

(a) The Seller will be responsible for payment of utility services up Through the day prior to the closing. The Buyer will be responsible for payment for utility services on and after the day of closing. Adjustments between the Buyer and Seller will be made accordingly for the utility bills which are received after the day of closing.

4. CLOSING. The closing shall be held at the office of Seller's counsel.

5. ACCOUNTS PAYABLE. Seller shall be responsible for and shall pay all accounts payable relating to Seller's business which are outstanding on the closing date. Seller shall indemnify and hold Buyer harmless from all such claims and demands arising out of or in connection with any such accounts payable which shall be outstanding on the closing date, together with all costs and expenses (including without limitation, reasonable attorney's fees) of Buyer incurred or arising in connection therewith or in the enforcement of such indemnity; such indemnity shall survive the closing.

6. SELLER'S REPRESENTATIONS AND WARRANTIES. The Seller represents and warrants as follows:

(a) That it is a Massachusetts corporation duly organized and in good standing under the laws of the Commonwealth of Massachusetts.

(b) Attached hereto as Exhibit "A" is a true and complete list as of the date hereof of all property owned by the Seller and used in connection with its business being purchased hereunder, with Seller separately identifying any property used by Seller in connection with its business that is leased. Seller further warrants that between the date hereof and the closing, it shall not dispose of any of the said property except in the ordinary course of business, unless it first shall have received prior written approval of the Buyers for such disposal in each instance.

(c) The Seller, where applicable, shall have paid or will pay all required social security, withholding, sales and unemployment insurance taxes to the local, state and federal government up the closing date.

(d) All required federal and state income and excise tax returns relating to the Seller's business shall be or have been filed for the Seller and all tax payments due in accordance with those returns have been paid, or shall be paid, by the Seller when due.

(e) The Seller has not entered into any other contract to sell, lease, or mortgage the Seller's Assets to be conveyed hereunder.

(f) To the Seller's knowledge, no suits, or actions or proceedings exist or are threatened against the Seller which, if determined adversely, would affect the business, properties or financial condition of the Seller's business or the Seller's Assets being purchased hereunder.

(g) Seller is the true and lawful owner of and has good and marketable title to the assets being purchased hereunder and has the right to sell the same, and as of the closing date, the Seller's Assets will be free and clear of all encumbrances, liens and claims of any kind, and Seller shall defend and does warrant the same to Buyer, his successors and assigns, against the lawful claims and demands of any and all such persons whatsoever, provided Buyer gives Seller notice in writing immediately after any claim or action has been made or commenced, and Buyer covenants to fully cooperate with Seller in the defense of such claims or actions, including delivery of any and all documents.

(h) The execution delivery and performance of this Agreement and the consummation of the transactions represented by it shall not result in any breach or violation of any of the terms and provisions of or constitute a default under any contract, indenture, mortgage, option, lease or other agreement or instrument to which the Seller is a party.

(i) This Agreement shall be, when duly executed and delivered, a legal and binding obligation of Seller, enforceable in accordance with its terms.

7. SELLER'S COVENANTS. The Seller covenants with the Buyer as follows:

(a) Seller shall carry and continue in force through the closing, such fire and extended coverage insurance, and theft, liability and other insurance as is currently in effect.

(b) The Seller will use its best efforts to preserve its equipment and records in good order, and shall use its best efforts to preserve for the Buyer the goodwill of suppliers and others who have business relationships with the Buyer.

(c) The "Warranty Bill of Sale" to be delivered by the Seller at the closing will transfer all the assets to be sold hereunder, free of all encumbrances or liens, subject, however, to the matters set forth in this Agreement.

(d) Seller will fully cooperate with Buyer and his counsel and accountants in connection with any steps required to be taken under this Agreement.

8. BUYERS' REPRESENTATIONS AND WARRANTIES. Buyer represent and warrant to Seller.

(a) No legal action, whether civil, criminal or administrative is pending or threatened against Buyer that would adversely affect their ability to consummate this Agreement.

(b) This Agreement shall be, when duly executed and delivered, a legal and binding obligation of Buyer, enforceable in accordance with its terms.

9. CONDITIONS TO BUYERS' OBLIGATION TO CLOSE. The obligation of Buyer to consummate this Agreement is subject to the satisfaction on or before the closing date of the following conditions, unless waived by Buyer:

(a) There shall be no material inaccuracy in the representations and warranties of Seller set forth in Paragraph No. 7, and these representations and warranties shall be true and correct in all material respects as of the closing date as though made on and as of that date.

(b) Seller shall have performed all obligations required to be performed by it under this Agreement prior to the closing date.

(c) Seller shall have obtained a release of any and all security interests in the assets to be purchased pursuant to this Agreement and shall have delivered transfer documents satisfactory in form to counsel for Buyer assigning and conveying all the assets free and clear of any and all liens and encumbrances, except as expressly provided herein.

(d) Seller shall provide the Buyer at closing with a Certificate of Good Standing issued by the Massachusetts Department of Revenue confirming that the Seller is current with all state taxes and Certificates issued by the Secretary of the

Commonwealth of Massachusetts evidencing the Legal Existence of Seller and Seller's Good Standing.

(e) No action or proceeding against Seller shall have been instituted or threatened that, if successful, could prohibit consummation or require substantial rescission of the transactions contemplated under this Agreement.

10. CONDITIONS TO SELLER'S OBLIGATION TO CLOSE. The obligation of Seller to consummate this Agreement is subject to the satisfaction on or before the closing date of the following conditions, unless waived by Seller:

(a) The representations and warranties of Buyer contained in this Agreement shall be true at and as of the closing date, with the same effect as though made at and as of that date except for any changes permitted under the terms of this Agreement.

(b) The Seller shall have received payment by certified or bank check of the amount of purchase price due at closing pursuant to Paragraph No. 2(c) of this Agreement.

(c) To enable the Seller to transfer Seller's assets free and clear of all obligations, security interests, liens and encumbrances, as herein provided, the Seller may, at the time of delivery of a "Warranty Bill of Sale", use the purchase money, or any portion thereof, to effectuate such transfer.

11. REPRESENTATIONS AND WARRANTIES TO SURVIVE CLOSING. All representations, warranties and agreements hereunder shall survive the closing.

12. FURTHER ASSISTANCE. From time to time, whether at or after the closing and without further consideration each party will execute and deliver to the other such further instruments and documents and take such other action as may reasonably be requested in order to carry out and effectuate this Agreement and the transactions contemplated hereby.

13. SUCCESSORS. This Agreement shall bind and inure to the benefit of the parties hereto, their heirs, successors, and assigns.

14. NOTICES. Unless otherwise provided herein, all notices, requests, demands and other communication hereunder shall be in writing and shall be deemed to have been duly given if delivered in hand or mailed by certified or registered mail, postage prepaid.

15. ENTIRE AGREEMENT; AMENDMENT; ASSIGNMENT. This Agreement embodies the entire agreement and understanding between Seller and Buyer with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter. Neither this Agreement nor any term or

provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought. Except as expressly provided herein, nothing in this Agreement is intended to confer on any person, other than the parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

16. DEPOSIT. All deposits made hereunder shall be held in escrow by New England Restaurant Brokers Escrow Account AS they become a party to this agreement, subject to the terms of this Agreement and shall be duly accounted for at the time for performance hereof.

16.1 BROKERS. Except for its agreement with New England Restaurant Brokers, (the commission of \$15,000.00 which shall be Seller's sole responsibility), Seller has not made any agreement or taken any action which would cause anyone to become entitled to a commission or finder's fee as a result of the sale contemplated by this Agreement. Seller agrees to indemnify and hold Buyer harmless from and against all other claims for brokerage or commission on account of this transaction.

17. EXTENSION OF TIME OF PERFORMANCE. If the Seller shall be unable to give title or to make delivery as above stipulated, any payments made under this Agreement shall be refunded and all other obligations of the parties hereto shall cease; provided, however, that Seller shall use reasonable efforts to remove any defects in title, or deliver possession as provided herein, as the case may be, in which event the Seller shall give written notice thereof to the Buyer at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days.

18. BUYERS' DEFAULT; DAMAGES. If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as damages.

19. EXHIBITS. The exhibits annexed to this Agreement are incorporated herein and made a part hereof.

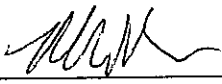
20. WARRANTIES. Seller shall transfer any warranties on any equipment to the Buyer at the closing to the extent so transferable.

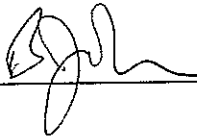
21. AUTHORITY. Seller must obtain and deliver to Buyer corporate votes authorizing the sale of substantially all of the Seller's assets and a Certificate of Good Standing for the Seller from the Massachusetts Secretary of State.

IN WITNESS WHEREOF, the parties hereto have signed their names and affixed their seals the day and year first above written.

SELLER: Gen8888, INC.

BUYER: ^{Sri V.R.} Sri Lakshmi Ganapathi LLC

By: 

By: 

Oct. 20, 2017

RESTAURANT LEASE

MAN IN THE MOON
LEASE HONG KONG DELIGHT

THIS LEASE, dated the 30th day of September, 1982, between ANDREW W. HILL, Trustee of HILL REALTY COMPANY under an Indenture of Trust dated October 9, 1979, recorded with Middlesex South District Registry of Deeds, Book 13823, Page 352, hereinafter referred to as the Landlord, and WILLIAM C. ROBERTS, of , hereinafter referred to as the Tenant,

WITNESSETH: That the Landlord hereby demises and leases unto the Tenant, and the Tenant hereby hires and takes from the Landlord for the term and upon the rentals hereinafter specified, the premises situated in the Town of Natick, Commonwealth of Massachusetts, consisting of the entire building known and numbered 195 West Central Street, Natick, Massachusetts, together with the parking area, all within the area marked in "red" all as set forth on the plan attached hereto, marked "A", and made a part hereof. Reserving to the Landlord, its successors and assigns the right to use the areas marked "existing drive" and "right of way" on said plan for all purposes for which streets and ways are commonly used in the Town of Natick with the right to install and connect water and sewer pipe lines and utility lines within said easement area and to enter said easement area for the purpose of installing, maintaining, repairing and replacing said pipe and utility lines. The Tenant agrees to maintain said easement area; keep said area open, free of parked vehicles.

I. TERM.

This Lease shall be for a term of two (2) years and fifteen (15) days, commencing on the 1st day of October, 1982, and ending on the 14th day of November, 1984, subject to the renewal options set forth in Exhibit "A" attached hereto.

II. RENTAL.

During the term hereof Tenant agrees to pay rent at the rate of One Thousand Dollars (\$1,000.00) per month at Landlord's principal place of business as set forth above or at such other place as Landlord may designate in writing on or before the first day of each month. Tenant shall pay upon the execution of this Lease one month's rent as security deposit and shall pay the first month's rent in advance upon occupancy.

III. USE OF PREMISES.

The premises are to be used for a restaurant including sale of retail food, beverage, alcoholic beverages and accessory uses (not to exceed five (5) coin-operated amusement devices) and for no other purpose without the consent of Landlord; and Tenant agrees not to carry on or permit upon the premises any offensive, noisy or dangerous trade, business, manufacture, or occupation, or any nuisance, or allow the premises to be used for any purpose that will increase the rates of insurance thereon over those charged by reason of a use of the character herein permitted without compensating Landlord for such increase; and nothing in violation of any present or future federal, state or local law or ordinance will be done, maintained or permitted in or upon said premises or any part thereof.

IV (A) TAXES.

The Tenant agrees to pay, during the term of this Lease or any extensions or renewals thereof, one hundred percent (100%) of any increase in real estate taxes assessed on the buildings and fifty percent (50%) of the real estate taxes assessed on the land of which the demised premises are a part which exceed the assessed real estate taxes for the 1982 fiscal year. Said payment to be made by the Tenant to the Landlord within thirty (30) days after receipt of written notice from the Landlord of such increase and the amount due from the Tenant to the Landlord pursuant to the terms of this paragraph.

IV (B) UTILITIES.

Tenant shall pay for all utilities including heat, water, electricity and sewer use charges. Tenant may arrange for and pay for connecting the premises of the Town Sewer System. In the event Tenant does not so connect, it will be responsible at it's sole cost and expense to maintain, modify, repair, and keep clean the present system.

V. MAINTENANCE, REPAIR AND SURRENDER.

Landlord agrees, at its own cost and expense, to make any structural repairs to the roof and/or exterior walls of the building so as to maintain the same in good repair and condition and electric, plumbing and other utility lines running to the premises.

Tenant agrees, at its own cost and expense, to:

A. Maintain the interior of the premises and the improvements thereto in such repair, order and condition as the same are in at the commencement of the term or may be put in during the continuation thereof reasonable use and wear and damage by fire or other unavoidable casualty alone excepted;

B. Not cause the premises to be overloaded, damaged or defaced, reasonable use and wear and damage by fire or other unavoidable casualty alone excepted; and

C. At the expiration or other termination of this Lease, yield up the premises and all keys, locks, Lessor's fixtures connected therewith, and all improvements and/or alterations thereto, broom clean and in good repair, order and condition in all respects, reasonable wear and use thereof and damage by fire or other unavoidable casualty alone excepted.

D. The Tenant agrees to maintain in good repair the heating system and provide at its sole cost and expense fuel and any and all repairs to said heating system.

VI. ACCESS

Landlord shall have the right to enter into and upon said premises or any part thereof, at all reasonable hours, for the purposes of (a) examining the same and removing placards or signs not in compliance with Article IX hereof, (b) making such repairs as it may be obliged to make under this Lease, using reasonable efforts to do so in a manner which will provide minimum interference with Tenant's business, (c) showing the premises to prospective purchasers, and (d) during the final three (3) months of the term hereof, showing the premises to prospective tenants.

VII. ALTERATIONS

Tenant shall have the right and privilege at all times during the continuance of this Lease Agreement to make, at its own expense, such alterations, changes, improvements and additions to the demised premises as Tenant may desire, provided in each instance Tenant obtains approval from the Landlord as to such alterations, changes and additions, which approval the Landlord agrees not to unreasonably withhold; and further provided that (a) such work does not impair the structural integrity or soundness of either the premises or the building and in no way diminishes the value of either, (b) such work is done in a first-class, workmanlike manner, employing materials of good quality and complying with all proper governmental requirements, and (c) in the process Tenant saves Landlord harmless from

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property occasioned by or growing out of such changes or alterations, and also (d) preserves the premises and the building at all times free of liens for labor and materials. Any alterations and improvements to the floor, interior walls, ceiling and any partitioning shall, at the expiration or earlier termination of this Lease, remain, reasonable wear and tear and damage by fire or other casualty excepted, as the property of the Landlord.

VIII. TENANT'S TRADE FIXTURES AND EQUIPMENT.

Tenant may at the expiration or sooner termination of this Lease, remove all of its personal property, equipment, trade fixtures and other additions installed by it or by anyone through whom it claims. Tenant agrees to repair any damage which may be done to the demised premises resulting from the removal of said fixtures and equipment so that the premises may be restored to a condition comparable to that which prevailed at the commencement of the term, but such obligation shall not extend to painting or redecorating the demised premises.

IX. SIGNS.

Tenant shall be permitted to erect signs on the premises subject to the written approval of the Landlord, which written approval will not be unreasonably withheld, and provided said signs are in conformity with the building code of the Town of Natick. Landlord will cooperate with Tenant to the extent possible should Tenant process an Appeal to the Zoning Board relative to Tenant's signs, but such Appeal, if any, shall be filed by Tenant at Tenant's expense.

X. ASSIGNMENT AND SUBLEASE

The Tenant shall not assign or sublet the whole or any part of the leased premises without Landlord's prior written consent, which consent for assignment or subletting shall not be unreasonably withheld or delayed.

XI. SUBORDINATION TO MORTGAGES.

This Lease shall be subject and subordinate to the lien of any mortgage or mortgages of record now, or which may hereafter be placed, against the real estate of which the demised premises are a part, and the recording of said mortgage or mortgages shall be prior in lien to this Lease irrespective of the date of recording; and Tenant agrees to execute any instrument, without cost, which may be deemed necessary to further effect the subordination of this Lease to any such mortgage or mortgages, provided, however, that this subordination is subject to the condition that notwithstanding any default in the mortgage or any foreclosure thereof, this Lease shall remain in full force and effect and Tenant shall be permitted to remain in quiet and peaceful possession of the premises throughout the term hereof and any extension, so long as Tenant shall not be in default under this Lease.

XII. FIRE INSURANCE

Landlord shall keep the building in which the demised premises are located (including all improvements and alterations made thereto by Landlord) insured against damage or destruction by fire and the perils commonly covered under the extended coverage endorsement to the extent of the full insurable value thereof. Landlord shall be responsible for determining the amount of fire and extended coverage insurance to be maintained, and in case of loss or damage the proceeds thereof shall be applied on account of the obligation of Landlord to repair and/or rebuild the demised premises pursuant to the provisions of Article XV hereof to the extent that such proceeds are required for such purpose. Tenant agrees to pay Landlord any increase in insurance premiums attributable to the change in use from the current use to a restaurant.

Tenant shall obtain fire and extended coverage insurance in an amount adequate to cover the cost of replacement of all fixtures, inventory and contents in the demised premises in the event of fire, vandalism, malicious mischief or other casualty.

XIII. LIABILITY INSURANCE

Tenant shall at all times while it occupies the premises keep in full force and effect, at its own cost and expense, a policy of public liability and property damage insurance with respect to the premises, written by companies qualified to do business in Massachusetts, in which the limits of public liability shall be not less than \$100,000/\$300,000 and in which the property damage liability shall be not less than \$50,000. The policy shall name landlord and Tenant as insureds and shall contain a clause that the insured will not cancel or change the insurance without first giving Landlord ten (10) days' prior written notice. Tenant may maintain such insurance under a blanket policy or policies, so-called. At Landlord's request, Tenant shall furnish Landlord with certificates evidencing such insurance.

XIV. INDEMNIFICATION.

Tenant shall save Landlord harmless and indemnified from all injury, loss, claims or damage to any person or property while on the premises (unless caused by the act, negligence or default of Landlord, its employees, agents, licensees or contractors) or occasioned by any nuisance made or suffered on the premises, and from and against all injury, loss, claim or damage to any person or property occasioned by any act, neglect or default of Tenant. In case Landlord shall, without fault on its part, be made a party to any litigation commenced by or against Tenant (excepting litigation in which Tenant names Landlord as a party defendant), then Tenant shall protect and hold harmless said Landlord and pay all costs, expenses and reasonable attorney's fees incurred or paid by Landlord in connection with such litigation.

Tenant agrees that Landlord shall not, unless negligent, be responsible for any loss or damage to any property belonging to Tenant, its employees or invitees.

XV. FIRE, CASUALTY OR TAKING.

If the premises or any part thereof are damaged or destroyed in whole or in part by fire or other casualty, or demolished by the order or action of any public authority, this Lease Agreement shall, except as otherwise provided herein, remain in full force and effect; and Landlord shall, at its sole cost and expense, promptly and with dispatch repair and rebuild the premises so as to restore them to their condition before such damage, destruction or demolition, provided that Landlord shall not be responsible for delays in such reconstruction and restoration for causes beyond Landlord's control. There shall be an abatement of rent equitably proportional to the loss of use of the premises because of such damage, destruction or demolition, and such abatement shall commence as of the time of the damage, destruction or demolition and continue until the completion of the reconstruction and restoration. If the building of which the premises are a part is destroyed and damaged by fire or other casualty within the scope of Landlord's fire and extended coverage insurance so that more than thirty percent (30%) of the premises is rendered unsuitable for the purposes for which they were leased, either party may, at its own election, by written notice to the other within sixty (60) days after such destruction, terminate this Lease.

If the whole of the premises is taken by condemnation, then this Lease shall terminate as of the date of such taking. If thirty percent (30%) or more of the premises is taken by condemnation or rendered unsuitable for the purpose for which they were leased, Tenant may terminate this Lease by giving written notice to Landlord within thirty (30) days after receipt of notice of such taking. If the Lease is terminated by reason of a taking or condemnation, the rent from the date of the taking shall totally abate; if the Lease is not so terminated, the rent shall abate proportionately according to the area of the floor space which is taken by condemnation, from the time Tenant vacates the condemned area.

Tenant assigns and grants to Landlord all right, title and interest, present or prospective, in any award due or made because of a taking by condemnation, except any relocation award.

XVI. DEFAULT.

Upon Tenant's failure or neglect to perform or observe any of its covenants contained herein, Landlord agrees, except as set forth in the next succeeding paragraph of this Article, to give written notice of such failure or neglect to Tenant, and if Tenant does not remedy the failure or neglect complained of within fifteen (15) days after such notice has been transmitted in accordance with Article XVII hereof -- or if the estate created hereby shall be taken on execution or by other process of law, or if a petition shall be filed by or against the Tenant under the Federal Bankruptcy Act or acts amendatory thereof or supplemental thereto, and shall not be dissolved within sixty (60) days after filing, or if any assignment shall be made of Tenant's property for the benefit of creditors, or if a receiver or similar officer shall be appointed to take charge of all or any part of Tenant's property by a court of competent jurisdiction, and such assignment or receivership shall not be removed within sixty (60) days -- Landlord shall have the right to immediately or at any time thereafter, without demand or notice, enter into and upon the premises or any part thereof in the name of the whole and repossess the same as its former estate and expel the Tenant and those claiming through or under it and remove Tenant's effects (forcibly, if necessary) without being deemed guilty of any manner of trespass, and without prejudice to any remedies which it might otherwise use for arrearages of rent or antecedent breaches of any covenants, and upon such entry this Lease shall end; and in case of such termination and any other default of the part of Tenant, Tenant agrees to indemnify Landlord against all losses and expenses which Landlord may incur by reason of such termination or default during the remainder of the term or any extension thereof, provided that Landlord shall use its best efforts to relet the premises and in the event of such reletting Tenant shall be liable only for the loss of rental, if any, suffered by Landlord, together with any reasonable expenses as Landlord may incur in this connection such as brokerage and preparation for reletting.

Notwithstanding anything contained in the immediately preceding paragraph, if on more than two (2) occasions within any period of twelve (12) consecutive months Tenant fails to pay its rent by the fifth (5th) day of the month, it shall be deemed to have defaulted and to have forfeited any right to cure such default, and in such event Landlord shall immediately obtain the rights set forth in the preceding paragraph and shall not be required to furnish Tenant with any notice with respect to such default.

XVII. NOTICES

Notices required to be given hereunder shall be in writing and shall be deemed to be duly given only if delivered personally or mailed by registered or certified mail addressed to Landlord at 397 West Central Street, Natick, MA 01760 with a copy to Arnold I. Zaltas, Esquire, 74 West Central Street, Natick, MA 01760; or to Tenant at the demised premises with a copy to John W. Gahan, III, P.C., One Post Office Square, Boston, MA 02109; , or to such other addresses as either Landlord or Tenant may hereafter furnish to the other by similar notice. Any notice given shall be effective as of the date of delivery or mailing thereof.

XVIII. SECURITY DEPOSIT

Landlord shall hold Tenant's security deposit in the amount of One Thousand Dollars (\$1,000.00) during the term as security for the full, faithful and punctual performance by Tenant of all covenants and conditions of this Lease Agreement on Tenant's part to be performed or observed, including the obligation to pay rent; it being understood that said deposit is not to be considered pre-paid rent, nor shall damages be limited to the amount of such security deposit.

Landlord shall return the amount of the security deposit to Tenant within ten (10) days after the termination of this Lease Agreement or upon the Tenant's vacating the premises completely together with its goods and possessions, whichever shall last occur, provided: (a) there is no damage to the leased premises, (b) there are no breaches of any of the terms, covenants and conditions of the Lease Agreement, (c) there has been no breach or termination which may give rise to a cause of action under the provisions of Article XIX hereof, and (d) Tenant is not otherwise indebted to Landlord.

XIX. SURRENDER

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

XX. QUIET ENJOYMENT

So long as the Tenant makes the payment of rent and performs the other covenants and provisions of this Lease to be performed by the Tenant, the Tenant shall, during the term demised, freely, peaceably and quietly occupy and enjoy the demised premises and the tenements, hereditaments and appurtenances thereto belonging and the rights and privileges granted without molestation or hindrance, lawful or otherwise.

XXI. RUBBISH

Landlord will provide space in the rear of the premises behind the stockade fence for Tenant's refuse container.

AND IT IS MUTUALLY UNDERSTOOD AND AGREED that the covenants and agreements contained in this Lease Agreement shall be binding upon the parties hereto and upon their respective successors, assigns and legal representatives.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this page seven (7) of the Lease Agreement as of the 30th day of September, in the year 1982.

ANDREW W. HILL, TRUSTEE OF
HILL REALTY COMPANY (LANDLORD)

BY: _____

WILLIAM C. ROBERTS (TENANT)

BY: _____

EXHIBIT "A"

OPTION TO RENEW

The Tenant shall have the right at the end of the then extant term hereof (so long as this lease has not heretofore terminated and Tenant is not then in default hereunder) to extend the term of this lease for two additional periods of five (5) years each upon the following terms and conditions herein, and provided in each case that except yearly rent for the extended term shall be adjusted by reference to the Consumer Price Index as follows: Tenant gives Landlord written notification thereof at least one hundred twenty (120) days prior to the end of the then extant term hereof.

The initial term rent shall be adjusted (hereinafter referred to as the "Adjustment") effective as of the commencement of any of the option periods to reflect any increase in the cost of living based upon the "Consumer Price Index for Urban Wage Earners and Clerical Workers, Boston, Mass., All Items-Series A (1967=100)" (hereinafter referred to as the "Index") published by the Bureau of Labor statistics of the United States Department of Labor. The Adjustment shall be calculated by multiplying the initial term rent in effect during the original term by a fraction, the numerator of which shall be the Index number for the month in which commences each option period (or the nearest reported preceding month) and the denominator of which shall be the corresponding Index number for November, 1979, or the first full month of the initial term hereof. In the event (i) the publication of the Index shall be discontinued for the City of Boston or (ii) of the publication of the Index at other than quarterly intervals, there shall be made in the method of calculation herein provided such revisions as the circumstances may require to carry out the intent of this Article, and any dispute between the parties as to the making of such revisions shall be determined by arbitration in accordance with the rules and regulations of the American Arbitration Association. Tenant shall give Landlord six (6) months written notice in advance, in each instance, of its intention to renew this Lease.

It is specifically agreed and understood that the maximum increase during each renewal term shall be no greater than an increase of fifty percent (50%) over the prior term (i.e. first renewal term maximum increase to \$1,500.00 per month; second renewal term maximum increase to \$2,250.00 per month) plus real estate tax and utility provision.

If Tenant exercises any of its options to renew, this Lease shall be as fully applicable to the renewal term as if a new lease had been executed, except for the change in rental payments as set forth herein.

ANDREW W. HILL, TRUSTEE OF
HILL REALTY COMPANY (LANDLORD)

BY: _____

WILLIAM C. ROBERTS (TENANT)

BY: _____

EXHIBIT B

OPTION TO RENEW

The Tenant shall have the right at the end of the then extant term hereof (so long as this lease has not heretofore terminated and Tenant is not then in default hereunder) to extend the term of this lease for two additional periods of five (5) years, beyond the 2, 5 year extensions in Exhibit A -option to renew, each upon the following terms and conditions herein, and provided in each case that except yearly rent for the extended term shall be adjusted by reference to the Consumer Price Index as follows: Tenant gives Landlord written notification thereof at least one hundred twenty (120) days prior to the end of the then extant term hereof.

The initial term rent shall be adjusted (hereinafter referred to as the "Adjustment") effective as of the commencement of any of the option periods to reflect any increase in the cost of living based upon the Consumer Price Index for Urban Wage Earners and Clerical Workers, Boston, MA., All Items-Series A (1967=100)" (hereafter referred to as the "Index") published by the Bureau of Labor Statistics of the United States Department of Labor. The Adjustment shall be calculated by multiplying the initial term rent in effect during the original term by a fraction, the numerator of which shall be the Index number for the month in which commences each option period (or the nearest reported preceding month) and the denominator of which shall be the corresponding Index number for November, 1979, or the first full month of the initial term hereof. In the event (i) the publication of the Index shall be discontinued for the City of Boston or (ii) of the publication of the Index at other than quarterly intervals, there shall be made in the method of calculation herein provided such revisions as the circumstances may require to carry out the intent of this Article, and any dispute between the parties as to the making of such revisions shall be determined by arbitration in accordance with the rules and regulations of the American Arbitration Association. Tenant shall give landlord (6) months written notice in advance, in each instance, of its intention to renew this Lease.

It is specifically agreed and understood that the maximum increase during each renewal term shall be no greater than an increase of fifty percent (50%) over the prior term (i.e. first renewal term maximum increase to \$1,500.00 per month; second renewal term maximum increase to \$2,250.00 per month) plus real estate tax and utility provision.

If Tenant exercises any of its options to renew, this Lease shall be as fully applicable to the renewal term as if a new lease had been executed, except for the change in rental payments as set forth herein.

ANDREW W. HILL, TRUSTEE OF
HILL REALTY COMPANY (LANDLORD)

FRANCIS S. BARDELLINI
(TENANT)

WITNESSES: _____ DATE _____

BY: _____ DATE _____

EXHIBIT C
"RENEWAL OPTION - HONG KONG DELIGHT"

The tenant shall have the right at the end of the then extant term hereof (so long as this lease has not heretofore terminated and Tenant is not then in default hereunder) to extend the term of this lease for two additional periods of five (5) years, beyond the 2, 5 year extensions in exhibit B -option to renew, each upon the following terms and conditions herein, and provide in each case that except yearly rent for the extended term shall be adjusted by reference to the Consumer Price Index as follows: Tenant gives Landlord written notification thereof at least one hundred twenty (120) days prior to the end of the then extant term hereof.

The initial term rent shall be adjusted (hereinafter referred to as the "adjustment") effective as of the commencement of any of the option periods to reflect any increase in the cost of living based upon the "Consumer Price Index for Urban Wage Earners and Clerical Workers, Boston, MA, All items - Series A (1967=100)" (hereafter referred to as the "Index") published by the Bureau of Labor statistics of the United States Department of Labor. The Adjustment shall be calculated by multiplying the initial term rent in effect during the original term by a fraction, the numerator of which shall be the Index number for the month in which commences each option period (or the nearest reported preceding month) and the denominator of which shall be the corresponding Index number for November, 1979, or the first full month of the initial term hereof. In the event (i) the publication of the Index shall be discontinued for the City of Boston or (ii) of the publication of the Index at other than quarterly intervals, there shall be made in the method of calculation herein provided such revisions as the circumstances may require to carry out the intent of this Article, and any dispute between the parties as to the making of such revisions shall be determined by arbitration in accordance with the rules and regulations of the American Arbitration Association. Tenant shall give Landlord (6) months written notice in advance, in each instance, of its intention to renew this lease.

It is specifically agreed and understood that the maximum increase during each renewal term shall be not greater than an increase of fifty percent (50%) over the prior term (i.e. first renewal term maximum increase to \$1500.00 per month; second renewal term maximum increase to \$2,250.00 per month) plus real estate tax and utility provision.

If tenant exercises any of its options to renew, this lease shall be as fully applicable to the renewal term as if a new lease had been executed, except for the change in rental payments as set forth herein.


O. BRYANT HILL, JR.
General Partner
HILL REALTY COMPANY (LANDLORD)

MAN HUNG LI
HONG KONG DELIGHT CORP. (TENANT)

Consent to Assignment of Lease

On or about October 20, 1999, Hill Realty Company and Hong Kong Delight, Corp. entered into a lease for the premises located at 197 West Central Street, Natick, Middlesex County, Massachusetts. Pursuant to the terms of the lease, the tenant may not assign the lease without the written consent of the landlord.

Hill Realty Company hereby consents to the assignment of the lease, as amended, dated October 20, 1999 to Heng Tong, Inc., A Massachusetts Corporation.

Hong Kong Delight, Corp. shall be released and discharged, arising or accrued after this day from any obligations of the lease.

Hill Realty Company and Hong Kong Delight, Corp. hereby acknowledge that right to all previous deposit paid to the landlord has been assigned to Heng Tong, Inc.

The original terms and conditions of the lease shall survive this assignment.

June 16, 2004

TENANT: Hong Kong Delight, Corp.

By: Manning Li
President

ASSIGNEE: Heng Tong, Inc.

By: Ruwen Gao
Ruwen Gao
President

LANDLORD: Hill Realty Company

By: _____
Hill Realty Company

June 15, 2004

EXHIBIT D

LEASE ASSIGNMENT – HENG TONG CORP. INC.

The lease and exhibits previously issued for the property at 195 West Central Street Natick, MA are assigned to Heng Tong Corp., Inc.

The Tenant shall have the right at the end of the current term 11/14/04, (so long as this lease has not heretofore terminated and Tenant is not in default hereunder) to extend the term of this lease for two additional periods of five (5) years.

If the Tenant exercises any of its options to renew, this lease shall be as fully applicable to the renewal term as if a new lease had been executed, except for the change in rental payments as set forth herein.

Heng Tong Corp. Inc. will be responsible for all additions and changes to original structure by current and former tenants:

Walkin freezer and roof addition
Ice cream stand addition and roof
Hotwater heater and bathroom addition
Front windows and roofline change



O. Bryant Hill, Jr.

General Partner

HILL REALTY COMPANY (LANDLORD)

HENG TONG CORP., INC.

EXHIBIT E**AMENDMENT AND ASSIGNMENT OF LEASE**

Agreement made this _____ day of December 2005, by and between Hill Property Management, LLC, (hereinafter collectively referred to as "Landlord") and Heng Tong Corp., a corporation in Massachusetts, (hereinafter collectively referred to as "Assignor"), and LCC Group, Inc., a corporation in Massachusetts, (hereinafter referred to as "Assignee" or "Tenant").

WHEREAS, Landlord is the owner of certain commercial property located at 195 West Central Street, Natick, Massachusetts.

WHEREAS, by that certain lease dated _____, 1980 in and between Landlord and FRANCISCO, INC., with a lease term of four (4) years commencing on November 15, 1980, and ending on November 14, 1984, as per EXHIBIT "B" with two (2) options to extend the lease term for an additional period of five (5) years each until November 14, 1994, further amended by an EXHIBIT "C" with two (2) options to extend the lease term for two (2) additional periods of five (5) years each to until November 14, 2004, further amended by an EXHIBIT "D", all tenant's interest and right under the lease has been assigned from FRANCISCO, INC. to Assignor, Landlord has also grant to the Assignor two (2) more options to extend the lease term for an additional periods of five (5) years each to until November 14, 2014, (hereinafter referred to as the "Lease"), Landlord leased to Assignor the premises at 195 West Central Street, Natick, Massachusetts, (hereinafter referred to as "Leased Premises").

NOW THEREFORE, in consideration of the sum of \$1.00 and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns and sets over unto Assignee all of Assignor's right, title and interest in and to the Lease and the Leased Premises, to have and to hold unto Assignee, its successors or assigns for all the remaining term of the Lease and all the extensions thereof, and the parties hereto agree as follows:

1. Assignor represents and warrants that it has the right to assign the aforesaid Lease, and the Assignor further covenants with the Assignee that the Leased Premises now are free and clear of any judgment, executions, taxes, assessments and encumbrances whatsoever except as otherwise provided in the Lease.
2. Assignee, for the benefit of Assignor and Landlord, hereby assumes and agrees that from the effective date of this Assignment, Assignee will make all payments due under the Lease, and duly perform and observe all the terms, covenants and conditions of the Lease required to be performed and observed by the Assignor for the remainder of the term of said Lease and all extensions thereof. All payments due under the Lease shall be made directly by Assignee to Landlord.
3. Landlord and Assignor hereby warrant and represent that (a) the Lease being assigned and incorporated by reference has not been amended, terminated, or modified in any respect except as herein noted; (b) the Lease is in full force and effect and that Assignor is current in the payment of its rent and additional rent and has paid all amounts due to the Landlord as the effective date of this Assignment.

5. This Assignment of Lease shall be deemed effective only upon the closing for the purchase and sale of Assignor's restaurant business by Assignee has taken place. The anticipated closing date is on or before January 3, 2006.

6. Assignor agree to assign the security deposit of \$1,000.00 held by the Landlord to the Assignee, and Landlord is consent to the same.

7. Assignor and Landlord hereby represent to the Assignee that during the current lease term from 11/15/2004 to 11/14/2009, the rate of rent is \$2,760.00 per month. Rate of rent for the further option under the current lease from 11/15/2009 to 11/14/2014 shall be increased by the CPI index as follows:

Boston Consumer Price Index - Nov 2009 (to be determined)
----- x 1,000.00 = adjusted rent
Boston Consumer Price Index - Nov 1979 (76.6)

8. On the condition that Tenant is not in default of any of its covenants or obligations under this Lease, then the Tenant shall have the right at the end of the current and extended term on 11/14/2014 to extend the term of this Lease for an additional five (5) years to until November 14, 2019, provided Tenant shall give the Landlord a written notice of intent to so exercise at least one hundred twenty (120) days prior to the expiration date of the then extended term. Such option term shall be extended upon all the same terms and conditions of the original Lease, except for the rate of rent shall be adjusted and calculated as follows:

Option period from 11/15/2014 - 11/14/2019

Boston Consumer Price Index - Nov. 2014 (to be determined)
----- x 1,000.00 = adjusted rent
Boston Consumer Price Index - Nov. 1979 (76.6)


9. Tenant shall have the right and privilege, at its own expense, from time to time, to renovate, make changes and additions to the demised premises, provided that the Tenant must obtain the written approval from the Landlord prior to starting the work, which shall not be unreasonably withheld. The Landlord, as a condition of his approval, may require submittal of plans, specifications, copies of all permits required to be obtained.

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

Landlord
Hill Property Management, LLC

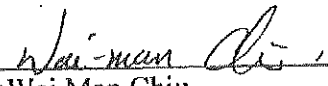
By : O. Bryant Hill, Jr.
Member

Assignor
Heng Tong Corporation



By :
Its president, duly authorized

Assignee
LCC Group, Inc.



By : Wai Man Chiu
Its president, duly authorized

EXHIBIT F

AMENDMENT AND ASSIGNMENT OF LEASE

Agreement made this 12th day of May, 2008, by and between Hill Property Management, LLC, (hereinafter collectively referred to as "Landlord") and LCC Group, Inc., a corporation in Massachusetts, (hereinafter collectively referred to as "Assignor"), and G.E.N. 8888, Inc., a corporation in Massachusetts, (hereinafter referred to as "Assignee" or "Tenant").

WHEREAS, Landlord is the owner of certain commercial property located at 195 West Central Street, Natick, Massachusetts.

WHEREAS, by that certain lease dated November 1, 1980, in and between Landlord and FRANCISO, INC., with a lease term of four (4) years commencing on November 15, 1980, and ending on November 14, 1984, as per EXHIBIT "B" with two (2) options to extend the lease term for an additional period of five (5) years each to until November 14, 1994, further amended by and EXHIBIT "C" with two (2) options to extend the lease term for two (2) additional periods of five (5) years each to until November 14, 2004, further amended by an EXHIBIT "D", with two (2) options to extend the lease term for two (2) additional periods of five (5) years until November 14, 2014, further amended by EXHIBIT "E", all tenant's interest and right under the lease has been assigned from Heng Tong, Corp. to Assignor, Landlord has also granted to the Assignor one (1) more option to extend the lease term for an additional period of five (5) years until November 14, 2019, (hereinafter referred to as the "Lease"), Landlord leased to Assignor the premises at 195 West Central Street, Natick, Massachusetts, (hereinafter referred to as "Leased Premises").

NOW THEREFORE, in consideration of the sum of \$1.00 and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns and sets over unto Assignee all of Assignor's right, title and interest in and to the Lease and the Leased Premises, to have and to hold unto Assignee, its successors or assigns for all the remaining term of the Lease and all the extensions thereof, and the parties hereto agree as follows:

1. Assignor represents and warrants that it has the right to assign the aforesaid Lease, and the Assignor further covenants with the Assignee that the Leased Premises now are free and clear of any judgment, executions, taxes, assessments and encumbrances whatsoever except as otherwise provided in the Lease.
2. Assignee, for the benefit of Assignor and Landlord, hereby assumes and agrees that from the effective date of this Assignment, Assignee will make all payments due under the Lease, and duly perform and observe all the terms, covenants and conditions of the Lease required to be performed and observed by the Assignor for the remainder of the term of said Lease and all extensions thereof. All payments due under the Lease shall be made directly by Assignee to Landlord.

3. Landlord and Assignor hereby warrant and represent that (a) the Lease being assigned and incorporated by reference has not been amended, terminated, or modified in any respect except as herein noted; (b) the Lease is in full force and effect and that Assignor is current in the payment of its rent and additional rent and has paid all amounts due to the Landlord as the effective date of this Assignment.

4. This Assignment of lease shall be deemed effective only upon the closing for the purchase and sale of Assignor's restaurant business by Assignee has taken place. The anticipated closing date is on or before May 15, 2008.

5. Assignor agrees to assign the security deposit of \$1,000.00 held by the Landlord to the Assignee, and Landlord consents to the same.

6. Assignor and Landlord hereby represent to the Assignee that during the current lease term from 11/15/2004 to 11/14/2009, the rate of rent is \$2,760.00 per month. Rate of rent for the further option under the current lease from 11/15/2009 to 11/14/2014 shall be increased by the CPI index as follows:

$$\frac{\text{Boston Consumer Price Index - Nov. 2009 (to be determined)}}{\text{Boston Consumer Price Index - Nov. 1979 (76.6)}} \times 1,000 = \text{adjusted rent}$$

7. On the condition that Tenant is not in default of any of its covenants or obligations under this Lease, then the Tenant shall have the right at the end of the current and extended term on 11/14/2014 to extend the term of this Lease for an additional five (5) years to until November 14, 2019, provided Tenant shall give the Landlord a written notice of intent to so exercise at least one hundred twenty (120) days prior to the expiration date of the then extended term. Such option term shall be extended upon all the same terms and conditions of the original Lease, except for the rate of rent shall be adjusted and calculated as follows:

Option period from 11/15/2014 - 11/14/2019

$$\frac{\text{Boston Consumer Price Index - Nov. 2014 (to be determined)}}{\text{Boston Consumer Price Index - Nov. 1979 (76.6)}} \times 1,000 = \text{adjusted rent}$$

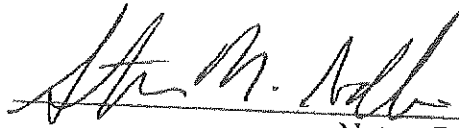
8. Tenant shall have the right and privilege, at its own expense, from time to time, to renovate, make changes and additions to the demised premises, provided that the

COMMONWEALTH OF MASSACHUSETTS

Middlesex,

On this 12TH day of MAY, 2008 before me, the undersigned
notary public, personally appeared _____,

_____ , proved to me through
satisfactory evidence of identification, which were _____
to be the person whose name is signed on this document and acknowledged to me that
they signed it voluntarily for its stated purpose.



- Notary Public

My Commission Expires: JUNE 18, 2010

COMMONWEALTH OF MASSACHUSETTS

Middlesex,

On this 12TH day of MAY, 2008 before me, the undersigned
notary public, personally appeared _____,

_____ , proved to me through
satisfactory evidence of identification, which were _____
to be the person whose name is signed on this document and acknowledged to me that
they signed it voluntarily for its stated purpose.



- Notary Public

My Commission Expires: JUNE 18, 2010

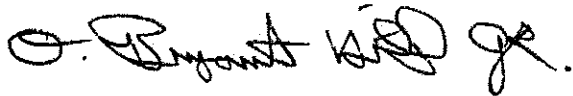
HILL PROPERTY MANAGEMENT, LLC
197 WEST CENTRAL STREET
NATICK, MA 01760

October 17, 2017

To whom it may concern,

Please be advised Hill Property Management will be transferring the lease at
195 West Central Street from Asia Bistro to Sri Lakshmi Ganapathi LLC.

Sincerely,

A handwritten signature in black ink, appearing to read "O. Bryant Hill, Jr.", with a stylized flourish at the end.

O. Bryant Hill, Jr.

Hill Property Management, LLC

The Commonwealth of Massachusetts

UNITED STATES OF AMERICA

COPY OF RECORD OF BIRTH

CITY OF WESTFIELD

I, the undersigned, hereby certify that I am clerk of the CITY OF WESTFIELD
that as such I have custody of the records of births required by law to be kept in my office, and
among such records is one relating to the birth of

Justin Hirodovel

and that the following is a true copy of so much of said record as relates to said birth, namely:

Date of Birth October 31, 1966

Place of Birth Northampton, MA

Name of Child Justin Hirodovel

Sex Male Color —

FATHER

Name Nag Raj Hirodovel

Residence Westfield, MA

Place of Birth India

Occupation Not Given

MOTHER

Name (Maiden) Florence Griffin

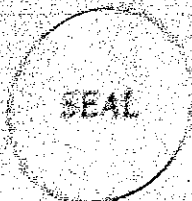
Residence Westfield, MA

Place of Birth North Ireland

Occupation Not Given

Date of Record October 31, 1966

Date of Amendment



And I do hereby certify that the foregoing is a true copy from said records

Witness my hand and seal of said City of Westfield

on this 2nd day of March 1967

Karen M. Lessor
Clerk

Year 1966

Vol. 14

Page 19

No. 371



P.O. Box 15284
Wilmington, DE 19850

NEW ENGLAND IT ASSOCIATES INC.
15 NEW ENGLAND EXECUTIVE PARK
BURLINGTON, MA 01803-5202

Bus Platinum Privileges

Customer service information

1.888.BUSINESS (1.888.287.4637)

bankofamerica.com

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Your Business Advantage Checking Bus Platinum Privileges

for January 1, 2018 to January 31, 2018

NEW ENGLAND IT ASSOCIATES INC.

Account number: 0046 0401 3538

Account summary

Beginning balance on January 1, 2018	\$136,101.58
Deposits and other credits	545,012.57
Withdrawals and other debits	-364,799.24
Checks	-48,900.00
Service fees	-199.10
Ending balance on January 31, 2018	\$267,215.81

of deposits/credits: 38

of withdrawals/debits: 46

of items-previous cycle¹: 7

of days in cycle: 31

Average ledger balance: \$136,482.84

¹Includes checks paid, deposited items & other debits

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Online Banking
TIP OF
THE MONTH

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As a small business owner, did you know you can pay vendors and suppliers at other financial institutions—outside of Bank of America—using ACH payments?

Simply use Online Banking to make cost-effective electronic fund transfers with ACH: \$10 for next-day delivery and \$3 for 3-day delivery. Log in or enroll at bankofamerica.com/smallbusiness. Click the **Transfers** tab, then select **Send Money to Someone** and then **Using Their Account Number at Another Bank**.

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SSM-02-17-0641.8



P.O. Box 15284
Wilmington, DE 19850

NEW ENGLAND IT ASSOCIATES INC.
15 NEW ENGLAND EXECUTIVE PARK
BURLINGTON, MA 01803-5202

Bus Platinum Privileges

Customer service information

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bankofamerica.com

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Your Business Advantage Checking Bus Platinum Privileges

for December 1, 2017 to December 31, 2017

NEW ENGLAND IT ASSOCIATES INC.

Account number: 0046 0401 3538

Account summary

Beginning balance on December 1, 2017	\$284,959.85
Deposits and other credits	265,128.11
Withdrawals and other debits	-399,843.88
Checks	-13,760.00
Service fees	-382.50
Ending balance on December 31, 2017	\$136,101.58

of deposits/credits: 24

of withdrawals/debits: 51

of items-previous cycle¹: 22

of days in cycle: 31

Average ledger balance: \$98,995.99

¹Includes checks paid, deposited items & other debits

Bank of America Business Advantage



Online Banking
TIP OF
THE MONTH

Dreading the shredding?

Go **paperless** and make a statement.

- Eliminate storing and shredding
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P.O. Box 15284
Wilmington, DE 19850

NEW ENGLAND IT ASSOCIATES INC.
15 NEW ENGLAND EXECUTIVE PARK
BURLINGTON, MA 01803-5202

Bus Platinum Privileges

Customer service information

1.888.BUSINESS (1.888.287.4637)

bankofamerica.com

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P.O. Box 25118
Tampa, FL 33622-5118

Your Business Advantage Checking Bus Platinum Privileges

for November 1, 2017 to November 30, 2017

NEW ENGLAND IT ASSOCIATES INC.

Account number: 0046 0401 3538

Account summary

Beginning balance on November 1, 2017	\$16,420.78
Deposits and other credits	387,411.17
Withdrawals and other debits	-118,672.10
Checks	-0.00
Service fees	-200.00
Ending balance on November 30, 2017	\$284,959.85

of deposits/credits: 27

of withdrawals/debits: 29

of items-previous cycle¹: 33

of days in cycle: 30

Average ledger balance: \$153,833.87

¹Includes checks paid, deposited items & other debits

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Online Banking

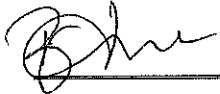
TIP OF
THE MONTH

¹ Mobile Banking requires that you download the Mobile Banking app and is only available for select mobile devices. Message and data rates may apply. View the Online Banking Service Agreement at bankofamerica.com/serviceagreement for more information. Data connection required. Wireless carrier fees may apply.
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AFFIDAVIT

1. Our names are Karthik Birudavolu and Girish Damireddy.
2. We are the Principals of New England IT Associates, Inc. (the "Corporation") and own 100% of the stock of the Corporation (Raj Birudavol was a third owner, however, he is no longer an owner, although still listed as a Director).
3. We are two (2) of the three (3) Principals and owners of Sri Lakshmi Ganapathi, LLC (the "Applicant").
4. We are utilizing funds from the Corporation to fund the purchase and renovations of the Applicant.
5. The Corporation will have no interest in the Applicant.
6. The Corporation has no interest in any liquor license issued in Massachusetts.
7. The funds provided by the Corporation are a loan, to be repaid by the Applicant.

Signed under oath this 16th day of February, 2018



Karthik Birudavolu



Girish Damireddy

Promissory Note

U.S. \$160,000.00

Natick, Massachusetts

1. In return for a loan received, SRI LAKSHMI GANAPTHI, LLC, 195 West Central Street, Natick, Massachusetts, (the "Borrower") promises to pay U.S. \$160,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is New England IT Associates, Inc. The Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to received payments under this Note is called the "Note Holder".
2. Interest will be charged on unpaid principal at a yearly rate of 5% until the full amount of principal has been paid.
3. Borrower will pay principal and interest by making payments of \$7,019.43 every month, beginning one month from this date and on the same date of each successive month until all of the principal and interest and any other Note charges have been paid. Monthly payments will be applied to interest before principal. If, two (2) years from the date of this Note Borrower still owes amounts under this Note, Borrower will pay those amounts in full on that date, which is called the "maturity date".
4. Borrower will make monthly payments at 15 New England Executive Park, Burlington, MA 01803 or at a different place if required by the Note Holder.
5. Borrower may make a full prepayment or partial prepayments of principal without paying any prepayment charge.
6. If the Note Holder has not received the full amount of any monthly payment by the end of fifteen calendar days after the date it is due, Borrower will pay a late charge to the Note Holder of 3% of the overdue payment of principal and interest.
7. If Borrower is in default and remains in default for 15 days after notice thereof, the Note Holder may thereafter, by giving notice to Borrower, require payment of the full amount of principal which has not been paid and all the interest owed on that amount. If Note Holder shall give Borrower such notice demanding immediate payment in full, Borrower shall then have 15 days to make such full payment.

If the Note holder requires immediate payment in full as described above, the Note Holder shall have the right to be paid for all of its costs and expenses in enforcing this Note, including reasonable attorneys' fees.

8. Any notice that must be given to Borrower under this Note shall be given by delivering it or by mailing it by first class mail to Borrower at the address specified above or at a different address if Borrower gives the Note Holder a notice of a different address.
9. If more than one Borrower signs this Note, each Borrower is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any guarantor, surety or endorser of this Note is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this note against each signer individually or against all signers together.
10. Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

Borrower:

SRI LAKSHMI GANAPATHI, LLC

By: Justin Birudavol, Manager

Date: , 2018`

ASSET PURCHASE AND SALE AGREEMENT

This Agreement is made and entered into this 23 day of September, 2017 by and among GEN8888, INC., a Massachusetts corporation with a principal place of business at 70 River Path, #15, Framingham, Massachusetts (hereafter referred to as "Seller") and Sri Lakshmi Ganapathi LLC, a Massachusetts corporation, with a principal address of 77 Hound-Pack Circle, Walpole, Massachusetts (hereafter referred to as "Buyer").

RECITALS

WHEREAS, the Seller operates a restaurant business located at 195 West Central Street, Natick, Massachusetts (the "Premises"), known as the Asian Bistro; and

WHEREAS, the Buyers desires to purchase and the Seller desires to sell all of the assets of the business known as Gen888 Inc. d/b/a the Asian Bistro, including but not limited to any equipment and fixtures therein.

WITNESSETH

In consideration of the mutual covenants, agreements, representations and warranties contained in this Agreement, and intending to be legally bound, the parties agree as follows:

1. SALE AND PURCHASE OF ASSETS.

(a) Transfer of Assets. Subject to the terms and conditions of this Agreement, Buyer will at the closing (hereinafter defined) acquire from the Seller, and the Seller will at the closing transfer and convey to the Buyer, by bill of sale, the following assets, properties and rights of the Seller:

- (i) The Seller's fixtures, furnishings, equipment, supplies, and all other assets which are owned by the Seller and used in its restaurant business except for Seller's inventory, (all more particularly described on Exhibit "A" attached hereto); The Buyers and Seller acknowledge and agree that the transfer of assets and payment of the entire purchase price hereunder is not subject to the sellers liquor license being transferred to the Buyer on or before closing. Seller and Buyer agree to fully cooperate in the transfer of the liquor license to Buyer subsequent to the time of performance. If after one (1) year from the time of performance, Buyer is unable to obtain approval for transfer and use at the subject premises due to no fault of the Seller, Seller may dispose of said license in any manner and to any other party.
- (ii) Telephone numbers, goodwill, applicable licenses and permits, to the extent allowed by law.

All the assets, properties and rights of Seller to be transferred to Buyer pursuant hereto are sometimes hereinafter referred to as the "Seller's Assets". For the purposes of Buyer's and Seller's accounting, the distribution of the Purchase Price to the assets is as follows:

GOODWILL	\$61,200.00
LIQUOR LICENSE	\$37,600
COMPUTER	\$5,100.00
FURNITURE & EQUIP	\$46,100.00

(b) Free of Encumbrances. The within sale and transfer of Seller's Assets, shall at the time of Closing, be free and clear of all obligations, security interests, liens and encumbrances whatsoever. Buyer shall not buy or assume any of Seller's liabilities or obligations of any kind or nature, contractual or otherwise, and shall not be liable for the payment of any employee benefits or legal or accounting expenses incident to the transaction contemplated by this Agreement. Buyer harmless from all such claims and demands arising out of or in connection with any such encumbrances (such as, but not limited to liens or causes of action of any type) which shall be in existence on the closing date, together with all costs and expenses (including without limitation, reasonable attorney's fees) of Buyer incurred or arising in connection therewith or in the enforcement of such indemnity; such indemnity shall survive the closing.

(d) Separate Agreements. The Buyer and Seller at the Buyer's discretion shall execute a separate agreement, prior to closing, relative to the purchase by Buyer from Seller of any food or paper good owned by Seller. Buyer will Purchase liquor inventory as required by the ABCC at cost.

(e) Acceptance of Bill of Sale. Except herein otherwise provided, the acceptance of the "Bill of Sale" reference in this Agreement shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such, if any, as are by the express terms hereof to be performed after the delivery of the instruments of transfer and the payment of the purchase price.

PURCHASE PRICE. The total purchase price for the Seller's Assets is one hundred and fifty thousand (\$150,000.00) dollars.

(f) Non-Compete. Due to the significance and materiality of the consideration provided by Buyer, and in consideration of the benefits received by Seller, the sufficiency of which is hereby acknowledged, Seller agrees that within a 10 mile radius of 195 West Central Street, Natick, MA, and for a period of five years after the closing, Seller shall not directly or indirectly own, manage, operate, be affiliated in any way or conduct any business engaged in the restaurant business or any other business consisting of the furnishing of food and/or beverages to the public. Excepted from such agreement is Seller's existing restaurant in Marlborough, Massachusetts known as Joy Asia

Reasonableness of Restrictions

(a) Seller has read and understood the provisions of this Agreement. Seller agrees with the restrictions set forth herein, and agrees that the time period and geographic location restrictions are fair, reasonable and legitimately necessary for the protection of Buyer's interests, as well as the interests of the buyer's officers, directors, shareholders, and other employees.

(b) If any part of the provisions in this agreement shall be held unenforceable or invalid, the remaining parts thereof shall continue to be enforceable and valid. In the event a court of competent jurisdiction declares the time period or geographic location restrictions are unreasonable and/or have exceeded the maximum time period and/or, the Buyer and Seller shall request the Court to fix a reasonable time period and/or geographic

location restriction, and the court specified time period and/or area of restriction shall then become and thereafter be the maximum time period and/or geographic area which the court deems reasonable and enforceable.

Benefit and Burden

The agreement shall be binding upon, and shall inure to the benefit of, Buyer and Seller, and their respective heirs, personal and legal representatives, successors and assigns.

Severability

The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.

Attorney's fees and costs

If any legal action is necessary or brought in any court or arbitration proceeding, to enforce or interpret the terms of this agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary expenses, in addition to any other relief to which such party may be entitled. This provision shall be construed as applicable to the entire contract.

(g) Seller agrees to leave the premises in broom swept condition, including, not limited to disposal of any and all food products, and clean any and all pots and pans that have been mutually agreed to be left to the Buyers

2. METHOD OF PAYMENT. Buyer shall make payment of the purchase price for the Seller's Assets as follows:

(a) One Thousand (\$1,000.00) Dollars, which was paid as a deposit upon the execution of the Offer to Purchase dated September 12, 2017, said deposit to be applied to the outstanding balance at closing.

(b) Fourteen Thousand ~~Five Hundred~~ (\$14,000.00) Dollars, which has been paid as an additional deposit this day, said deposit to be applied to the outstanding balance at closing.

(c) At closing, in cash or bank check payable to the order of Seller, One Hundred Thirty Five (\$135,000.00) Dollars.

THOUSAND 

3. ADJUSTMENTS TO PURCHASE PRICE. At or prior to the closing, Buyer and Seller will agree upon a reasonable estimate of any other net adjustments to the purchase price, including, but not limited to, rent, accounts receivable and inventory adjustments, other than that referenced in Paragraph No. 1(d) above.

(a) The Seller will be responsible for payment of utility services up Through the day prior to the closing. The Buyer will be responsible for payment for utility services on and after the day of closing. Adjustments between the Buyer and Seller will be made accordingly for the utility bills which are received after the day of closing.

4. CLOSING. The closing shall be held October 30, 2017 or at such other location that shall be agreed upon in writing among the parties, at the office of Seller's counsel. Time is of the essence.

5. ACCOUNTS PAYABLE. Seller shall be responsible for and shall pay all accounts payable relating to Seller's business which are outstanding on the closing date.

Seller shall indemnify and hold Buyer harmless from all such claims and demands arising out of or in connection with any such accounts payable which shall be outstanding on the closing date, together with all costs and expenses (including without limitation, reasonable attorney's fees) of Buyer incurred or arising in connection therewith or in the enforcement of such indemnity; such indemnity shall survive the closing.

6. SELLER'S REPRESENTATIONS AND WARRANTIES. The Seller represents and warrants as follows:

(a) That it is a Massachusetts corporation duly organized and in good standing under the laws of the Commonwealth of Massachusetts.

(b) Attached hereto as Exhibit "A" is a true and complete list as of the date hereof of all property owned by the Seller and used in connection with its business being purchased hereunder, with Seller separately identifying any property used by Seller in connection with its business that is leased. Seller further warrants that between the date hereof and the closing, it shall not dispose of any of the said property except in the ordinary course of business, unless it first shall have received prior written approval of the Buyers for such disposal in each instance.

(c) The Seller, where applicable, shall have paid or will pay all required social security, withholding, sales and unemployment insurance taxes to the local, state and federal government up the closing date.

(d) All required federal and state income and excise tax returns relating to the Seller's business shall be or have been filed for the Seller and all tax payments due in accordance with those returns have been paid, or shall be paid, by the Seller when due.

(e) The Seller has not entered into any other contract to sell, lease, or mortgage the Seller's Assets to be conveyed hereunder.

(f) To the Seller's knowledge, no suits, or actions or proceedings exist or are threatened against the Seller which, if determined adversely, would affect the business, properties or financial condition of the Seller's business or the Seller's Assets being purchased hereunder.

(g) Seller is the true and lawful owner of and has good and marketable title to the assets being purchased hereunder and has the right to sell the same, and as of the closing date, the Seller's Assets will be free and clear of all encumbrances, liens and claims of any kind, and Seller shall defend and does warrant the same to Buyer, his successors and assigns, against the lawful claims and demands of any and all such persons whatsoever, provided Buyer gives Seller notice in writing immediately after any claim or action has been made or commenced, and Buyer covenants to fully cooperate with Seller in the defense of such claims or actions, including delivery of any and all documents.

(h) The execution delivery and performance of this Agreement and the consummation of the transactions represented by it shall not result in any breach or violation of any of the terms and provisions of or constitute a default under any contract, indenture, mortgage, option, lease or other agreement or instrument to which the Seller is a party.

(i) This Agreement shall be, when duly executed and delivered, a

legal and binding obligation of Seller, enforceable in accordance with its terms.

7. SELLER'S COVENANTS. The Seller covenants with the Buyer as follows:

(a) Seller shall carry and continue in force through the closing, such fire and extended coverage insurance, and theft, liability and other insurance as is currently in effect.

(b) The Seller will use its best efforts to preserve its equipment and records in good order, and shall use its best efforts to preserve for the Buyer the goodwill of suppliers and others who have business relationships with the Buyer.

(c) The "Warranty Bill of Sale" to be delivered by the Seller at the closing will transfer all the assets to be sold hereunder, free of all encumbrances or liens, subject, however, to the matters set forth in this Agreement.

(d) Seller will fully cooperate with Buyer and his counsel and accountants in connection with any steps required to be taken under this Agreement.

8. BUYERS' REPRESENTATIONS AND WARRANTIES. Buyer represent and warrant to Seller:

(a) No legal action, whether civil, criminal or administrative is pending or threatened against Buyer that would adversely affect their ability to consummate this Agreement.

(b) This Agreement shall be, when duly executed and delivered, a legal and binding obligation of Buyer, enforceable in accordance with its terms.

9. CONDITIONS TO BUYERS' OBLIGATION TO CLOSE. The obligation of Buyer to consummate this Agreement is subject to the satisfaction on or before the closing date of the following conditions, unless waived by Buyer:

(a) There shall be no material inaccuracy in the representations and warranties of Seller set forth in Paragraph No. 7, and these representations and warranties shall be true and correct in all material respects as of the closing date as though made on and as of that date.

(b) Seller shall have performed all obligations required to be performed by it under this Agreement prior to the closing date.

(c) Seller shall have obtained a release of any and all security interests in the assets to be purchased pursuant to this Agreement and shall have delivered transfer documents satisfactory in form to counsel for Buyer assigning and conveying all the assets free and clear of any and all liens and encumbrances, except as expressly provided herein.

(d) Seller shall provide the Buyer at closing with a Certificate of Good Standing issued by the Massachusetts Department of Revenue confirming that the Seller is current with all state taxes and Certificates issued by the Secretary of the Commonwealth of Massachusetts evidencing the Legal Existence of Seller and Seller's Good Standing.

(e) No action or proceeding against Seller shall have been instituted or threatened that, if successful, could prohibit consummation or require substantial rescission of the transactions contemplated under this Agreement.

10. CONDITIONS TO SELLER'S OBLIGATION TO CLOSE. The obligation of Seller to consummate this Agreement is subject to the satisfaction on or before the closing date of the following conditions, unless waived by Seller:

(a) The representations and warranties of Buyer contained in this Agreement shall be true at and as of the closing date, with the same effect as though made at and as of that date except for any changes permitted under the terms of this Agreement.

(b) The Seller shall have received payment by certified or bank check of the amount of purchase price due at closing pursuant to Paragraph No. 2(c) of this Agreement.

(c) To enable the Seller to transfer Seller's assets free and clear of all obligations, security interests, liens and encumbrances, as herein provided, the Seller may, at the time of delivery of a "Warranty Bill of Sale", use the purchase money, or any portion thereof, to effectuate such transfer.

11. REPRESENTATIONS AND WARRANTIES TO SURVIVE CLOSING. All representations, warranties and agreements hereunder shall survive the closing.

12. FURTHER ASSISTANCE. From time to time, whether at or after the closing and without further consideration each party will execute and deliver to the other such further instruments and documents and take such other action as may reasonably be requested in order to carry out and effectuate this Agreement and the transactions contemplated hereby.

13. SUCCESSORS. This Agreement shall bind and inure to the benefit of the parties hereto, their heirs, successors, and assigns.

14. NOTICES. Unless otherwise provided herein, all notices, requests, demands and other communication hereunder shall be in writing and shall be deemed to have been duly given if delivered in hand or mailed by certified or registered mail, postage prepaid.

15. ENTIRE AGREEMENT; AMENDMENT; ASSIGNMENT. This Agreement embodies the entire agreement and understanding between Seller and Buyer with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter. Neither this Agreement nor any term or provision hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought. Except as expressly provided herein, nothing in this Agreement is intended to confer on any person, other than the parties hereto and their successors and assigns, any rights or remedies under or by reason of this Agreement. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

16. DEPOSIT. All deposits made hereunder shall be held in escrow by New England Restaurant Brokers Escrow Account AS they become a party to this agreement, subject to the terms of this Agreement and shall be duly accounted for at the time for

performance hereof.

16.1 BROKERS. Except for its agreement with New England Restaurant Brokers, (the commission of \$15,000.00 which shall be Seller's sole responsibility), Seller has not made any agreement or taken any action which would cause anyone to become entitled to a commission or finder's fee as a result of the sale contemplated by this Agreement. Seller agrees to indemnify and hold Buyer harmless from and against all other claims for brokerage or commission on account of this transaction.

17. EXTENSION OF TIME OF PERFORMANCE. If the Seller shall be unable to give title or to make delivery as above stipulated, any payments made under this Agreement shall be refunded and all other obligations of the parties hereto shall cease; provided, however, that Seller shall use reasonable efforts to remove any defects in title, or deliver possession as provided herein, as the case may be, in which event the Seller shall give written notice thereof to the Buyer at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days.

18. BUYERS' DEFAULT DAMAGES. If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as damages.

19. EXHIBITS. The exhibits annexed to this Agreement are incorporated herein and made a part hereof.

20. WARRANTIES. Seller shall transfer any warranties on any equipment to the Buyer at the closing to the extent so transferable.

21. AUTHORITY. Seller must obtain and deliver to Buyer corporate votes authorizing the sale of substantially all of the Seller's assets and a Certificate of Good Standing for the Seller from the Massachusetts Secretary of State.

IN WITNESS WHEREOF, the parties hereto have signed their names and affixed their seals the day and year first above written.

SELLER: Gen8888, INC.

368 162
BUYER: ~~Sir~~ Lakshmi Ganapathi LLC

By: 

By: 

1 OCT. 20, 2017

KITCHEN:

Exhibit A.

6 STOVE (WOK)

1 STAND OVEN

1 Grill

3 FRIER

1 Tea

1 Deli Ref.

1 Long Ref.

1 Small Ref.

1 Cook Warmer

4 Tables

PREPARATION

1 Walk-IN REF.

2 WORKING TABLE

2 FREEZER

1 MIXER

DISHWASH

1 DSH WASH MACHINE

1 RICE COOKER

1 SINGLE BAY SINK

1 3 BAY SINK

STORAGE

1 ICE MACHINE MAKER

1 SHELF FOR STORAGE

1 WALK-IN FREEZER

1 ICE CRASH MACHINE

2 REF. (NOT IN USE)

1 FREEZER

New Equipment's

1. American Range AR-6 Heavy Duty 36" Gas Range - 6 Burners
2. American Range ARSP-18 Heavy Duty Stock Pot Stove, 3 nos
3. American Range AETG-48 48 inch Thermostatic Commercial Gas Flat Griddle
4. ETL Certified Shaan Tandoori Clay Oven-
5. Pallets
6. Equipment Stand for Flat Griddle
7. Casters set
8. Bakery collars
9. Replaced the hand sink in the kitchen.

Total Cost: \$12,500

EXHIBIT G

AMENDMENT AND ASSIGNMENT OF LEASE

Agreement made this 1st day of November, 2017, by and between Hill Property Management, LLC, (hereinafter collectively referred to as "Landlord") and G.E.N. 8888, Inc, a corporation in Massachusetts, (hereinafter collectively referred to as "Assignor"), and Sri Lakshmi Ganapathi LLC, a corporation in Massachusetts, (hereinafter referred to as "Assignee" or "Tenant").

WHEREAS, Landlord is the owner of certain commercial property located at 195 West Central Street, Natick, Massachusetts.

WHEREAS, by that certain lease dated November 1, 1980, in and between Landlord and FRANCISO, INC., with a lease term of four (4) years commencing on November 15, 1980, and ending on November 14, 1984, as per EXHIBIT "B" with two (2) options to extend the lease term for an additional period of five (5) years each to until November 14, 1994, further amended by an EXHIBIT "C" with two (2) options to extend the lease term for two (2) additional periods of five (5) years each to until November 14, 2004, further amended by an EXHIBIT "D", with two (2) options to extend the lease term for two (2) additional periods of five (5) years until November 14, 2014, further amended by EXHIBIT "E", with two (2) options to extend the term for two (2) additional periods of (5) years until November 14, 2019, further amended by an by EXHIBIT F all tenant's interest and right under the lease has been assigned from G.E.N. 8888, Inc. to Assignor, Landlord has also granted to the Assignor one (2) more options to extend the lease term for an additional period of ten (10) years until November 14, 2029, (hereinafter referred to as the "Lease"), Landlord leased to Assignor the premises at 195 West Central Street, Natick, Massachusetts, (hereinafter referred to as "Leased Premises").

NOW THEREFORE, in consideration of the sum of \$1.00 and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns and sets over unto Assignee all of Assignor's right, title and interest in and to the Lease and the Leased Premises, to have and to hold unto Assignee, its successors or assigns for all the remaining term of the Lease and all the extensions thereof, and the parties hereto agree as follows:

1. Assignor represents and warrants that it has the right to assign the aforesaid Lease, and the Assignor further covenants with the Assignee that the Leased Premises now are free and clear of any judgment, executions, taxes, assessments and encumbrances whatsoever except as otherwise provided in the Lease.
2. Assignee, for the benefit of Assignor and Landlord, hereby assumes and agrees that from the effective date of this Assignment, Assignee will make all payments due under the Lease, and duly perform and observe all the terms, covenants and conditions of the Lease required to be performed and observed by the Assignor for the remainder of the

term of said Lease and all extensions thereof. All payments due under the Lease shall be made directly by Assignee to Landlord.

3. Landlord and Assignor hereby warrant and represent that (a) the Lease being assigned and incorporated by reference has not been amended, terminated, or modified in any respect except as herein noted; (b) the Lease is in full force and effect and that Assignor is current in the payment of its rent and additional rent and has paid all amounts due to the Landlord as the effective date of this Assignment.

4. This Assignment of lease shall be deemed effective only upon the closing for the purchase and sale of Assignor's restaurant business by Assignee has taken place. The anticipated closing date is on or before November 1, 2017.

5. Assignor agrees to assign the security deposit of \$1,000.00 held by the Landlord to the Assignee, and Landlord consents to the same.

6. Assignor and Landlord hereby represent to the Assignee that during the current lease term from 11/15/2014 to 11/14/2019, the rate of rent is \$3,340.00 per month. Rate of rent for the further option under the current lease from 11/15/2019 to 11/14/2024 shall be increased by the CPI index as follows:

Boston Consumer Price Index - Nov. 2019 (to be determined) x 1,000 =adjusted rent

Boston Consumer Price Index — Nov. 1979 (76.6)

7. On the condition that Tenant is not in default of any of its covenants or obligations under this Lease, then the Tenant shall have the right at the end of the current and extended term on 11/14/2024 to extend the term of this Lease for an additional five (5) years to until November 14, 2029, provided Tenant shall give the Landlord a written notice of intent to so exercise at least one hundred twenty (120) days prior to the expiration date of the then extended term. Such option term shall be extended upon all the same terms and conditions of the original Lease, except for the rate of rent shall be adjusted and calculated as follows:

Option period from 11/15/2024 — 11/14/2029

Boston Consumer Price Index — Nov. 2024 (to be determined) x 1,000 =adjusted rent

Boston Consumer Price Index Nov. 1979 (76.

8. Tenant shall have the right and privilege, at its own expense, from time to time, to renovate, make changes and additions to the demised premises, provided that the Tenant must obtain the written approval from the Landlord prior to starting the work, which shall not be unreasonably withheld. The Landlord, as a condition of his approval, may require submittal of plans, specifications, and copies of all permits required to be obtained.

9. Notwithstanding anything herein to the contrary, it is agreed that there shall be no rent owed for the period November 1, 2017 through December 1, 2017.

10. The landlord has agreed to replace landscape timbers at the front of the building, paint doors and trim of building and place vinyl siding on the rear of the building.

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

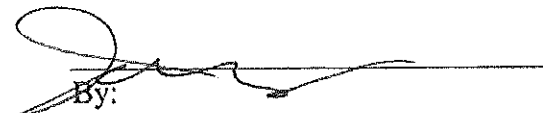
Landlord

Hill Property Management,
LLC



By: O. Bryant Hill, Jr.

Manager

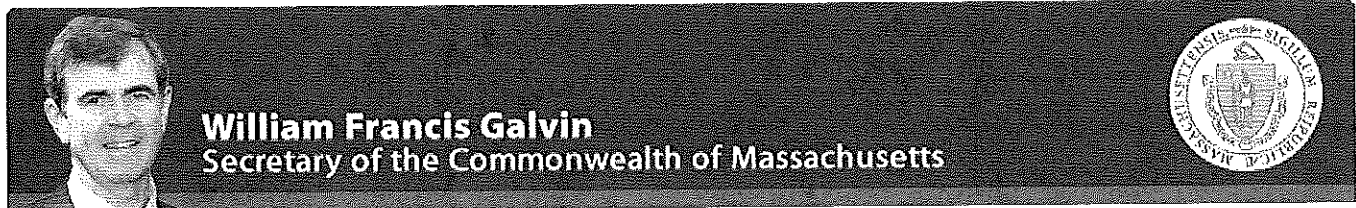
Assignor: G.E.N. 8888, Inc.


By:
Its president, duly authorized

Assignee: Sri Lakshmi
Ganapthi, LLC



By:



Corporations Division

Business Entity Summary

ID Number: 001292339

[Request certificate](#)[New search](#)

Summary for: SRI LAKSHMI GANAPTHI LLC

The exact name of the Domestic Limited Liability Company (LLC): SRI LAKSHMI GANAPTHI LLC

Entity type: Domestic Limited Liability Company (LLC)

Identification Number: 001292339

Date of Organization in Massachusetts:
09-25-2017

Last date certain:

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

Address: 77 HOUNDPACK CIRCLE

City or town, State, Zip code, EAST WALPOLE, MA 02032 USA
Country:

The name and address of the Resident Agent:

Name: KARTHIK BIRUDAVOLU

Address: 77 HOUNDPACK CIRCLE

City or town, State, Zip code, EAST WALPOLE, MA 02032 USA
Country:

The name and business address of each Manager:

Title	Individual name	Address
MANAGER	JUSTIN BIRUDAVOL	157 HUDSON STREET SOMERVILLE, MA 02144 USA

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

Title	Individual name	Address
SOC SIGNATORY	GIRISH DAMIREDDY	3 DEW DROP WAY EAST WALPOLE, MA 02032 USA

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

Title	Individual name	Address

New search

OPERATING AGREEMENT
of
Sri Lakshmi Ganapathi LLC

This Operating Agreement (the "Agreement") made and entered into this 26th day of September, 2017 (the "Execution Date"),

AMONGST:

Karthik Birudavolu, 77 Hound Pack Circle, East Walpole, MA 02032,
Girish Damireddy, 3 Dew Drop Way, East Walpole, MA 02032, and
Satyapal Salla, 15 Bucks Xing, Cromwell, CT 06416

(individually the "Member" and collectively the "Members").

BACKGROUND:

- A. The Members wish to associate themselves as members of a limited liability company.
- B. The terms and conditions of this Agreement will govern the Members within the limited liability company.

IN CONSIDERATION OF and as a condition of the Members entering into this Agreement and other valuable consideration, the receipt and sufficiency of which is acknowledged, the Members agree as follows:

Formation

1. By this Agreement, the Members form a Limited Liability Company (the "Company") in accordance with the laws of the State of Massachusetts. The rights and obligations of the Members will be as stated in the Massachusetts Limited Liability Company Act (the "Act") except as otherwise provided in this agreement.

Name

2. The name of the Company will be Sri Lakshmi Ganapathi LLC.

Allocation of Profits/Losses

7. Subject to the other provisions of this Agreement, the Net Profits or Losses, for both accounting and tax purposes, will accrue to and be borne by the Members in equal proportions.
8. Distributions will be made yearly.
9. Each Member will receive an equal share of any Distribution.
10. No Member will have priority over any other Member for the distribution of Net Profits or Losses.

Nature of Interest

11. A Member's Interest in the Company will be considered personal property.
12. A Member's ownership interest in the Company will be represented by a certificate issued by the Company.

Withdrawal of Contribution

13. No Member will withdraw any portion of their Capital Contribution without the unanimous consent of the other Members.

Liability for Contribution

14. A Member's obligation to make their required Capital Contribution can only be compromised or released with the consent of all remaining Members or as otherwise provided in this Agreement. If a Member does not make the Capital Contribution when it is due, he is obligated at the option of any remaining Members to contribute cash equal to the agreed value of the Capital Contribution. This option is in addition to and not in lieu of any others rights, including the right to specific performance that the Company may have against the Member.

Additional Contributions

15. Capital Contributions may be amended from time to time, according to the business needs of the Company. However, if additional capital is determined to be required and an individual Member is unwilling or unable to meet the additional contribution requirement within a reasonable period, the

shall have the authority, discretion, obligation and responsibility to manage and control the affairs of the Company to the best of his ability, (ii) shall use his reasonable best efforts to carry out the business of the Company, and (iii) shall oversee the day-to-day affairs of the Company and shall make all decisions and take all actions with respect thereto. (iv) shall preserve its existence as an entity duly organized and in good standing under the laws of the State of Massachusetts, and qualification to do business in the State of Massachusetts, if applicable, or without the prior written consent of the Lender, amend, modify, terminate or fail to comply with the provisions of this Agreement;

22. The duties and responsibilities of the Managers, inter alia, will include the following:

In carrying out the purposes of the Company, but subject to all other provisions of this Agreement, the Manager is authorized to:

- (A) Enter into such contracts and take such actions as are required to improve, develop, finance, construct, operate, lease, manage, and sell, exchange or otherwise dispose of the Real Property and other Company Asset, and to enter into any kind of activity and to perform and carry out contracts of any kind necessary to, or in connection with, or incidental to the accomplishment of the purposes of the Company, so long as such activities and contracts may be lawfully carried on or performed by a limited liability company under the laws of the State of Massachusetts;
- (B) Operate, maintain, finance, improve, construct, repair, alter, buy, own, sell, convey, assign, mortgage or lease the Real Property and any other real estate and any personal property necessary to the accomplishment of the purposes of the Company;
- (C) Borrow money for and on behalf of the Company to cover the costs and expenses of the Company or for any other Company purposes, including without limitation, to improve the Real Property and any other Company Assets, to pay real estate taxes, costs of insurance, and principal and interest on any encumbrances on the Real Property and any other Company Assets, and as security therefor to mortgage or grant deeds of trust on all or any part of the Real Property and the other Company Assets, real, personal or mixed in connection with any such borrowings;
- (D) Prepay in whole or in part, refinance, recast, increase, modify, or extend mortgages affecting the Real Property, and in connection therewith execute any extensions, renewals or modifications of any mortgage or deed of trust on the Real Property;
- (E) Enter into, perform, deliver and carry out contracts, certificates and instruments of any

23. The limitations on the powers and authority of the Managers will include the following:

Manager shall have no authority to perform

- (i) any act in violation of any applicable law or regulation thereunder;
- (ii) any act in contravention of this Agreement or failing to do any act required by this Agreement;
- (iii) any act which would make it impossible to carry on the ordinary business of the Company;
- (iv) any act without any consent or ratification which is required to be consented to or ratified by the Members pursuant to any provisions of this Agreement;
- (v) merge into or consolidate with any Person, or dissolve, terminate or liquidate, in whole or in part, transfer or otherwise dispose of all or substantially all of its assets, or change its legal or capital structure, without in each case, Lender's prior written consent and in compliance with the terms and conditions set forth herein;
- (vi) make loans or advances to any third party, including any Affiliate.

24. A new Manager may be added to the Company with a unanimous vote of all the Members.

25. A Manager will be reimbursed for expenses directly related to the operation of the Company.

26. The Members will be consulted and the advice and opinions of the Members will be obtained as much as is practicable. However, the Manager will have management and control of the day-to-day business of the Company for the purposes stated in this Agreement. All matters outside the day-to-day business of the Company will be decided by the Members as outlined elsewhere in this Agreement.

27. A Manager will not be liable to the Members for any action or failure to act resulting in loss or harm to the Company except in the case of gross negligence or willful misconduct.

28. Each Manager will devote such time and attention to the business of the Company as required to carry out their duties and responsibilities for the conduct of the Company's business.

documents as are needed to effect the admission of the new Member. Any new Member will receive such business interest in the Company as determined by a unanimous decision of the other Members.

Voluntary Withdrawal of a Member

37. No Member may voluntarily withdraw from the Company for a period of one year from the execution date of this Agreement. Any such unauthorized withdrawal prior to the expiration of this period will be considered a wrongful dissociation and a breach of this Agreement. In the event of any such wrongful dissociation, the withdrawing Member will be liable to the remaining Members for any damages incurred by the remaining Members including but not limited to the loss of future earnings. After the expiration of this period, any Member will have the right to voluntarily withdraw from the Company. Written notice of intention to withdraw must be served upon the remaining Members at least six months prior to withdrawal.
38. The voluntary withdrawal of a Member will have no effect upon the continuance of the Company.
39. It remains incumbent on the withdrawing Member to exercise this dissociation in good faith and to minimize any present or future harm done to the remaining Members as a result of the withdrawal.

Involuntary Withdrawal of a Member

40. Events leading to the involuntary withdrawal of a Member from the Company will include but not be limited to: death of a Member; Member mental incapacity; Member disability preventing reasonable participation in the Company; Member incompetence; breach of fiduciary duties by a Member; criminal conviction of a Member; Operation of Law against a Member or a legal judgment against a Member that can reasonably be expected to bring the business or societal reputation of the Company into disrepute. Expulsion of a Member can also occur on application by the Company or another Member, where it has been judicially determined that the Member: has engaged in wrongful conduct that adversely and materially affected the Company's business; has willfully or persistently committed a material breach of this Agreement or of a duty owed to the Company or to the other Members; or has engaged in conduct relating to the Company's business that makes it not reasonably practicable to carry on the business with the Member.
41. The involuntary withdrawal of a Member will have no effect upon the continuance of the Company.

Right of First Purchase

47. In the event that a Member's Interest in the Company is or will be sold, due to any reason, the remaining Members will have a right of first purchase of that Member's Interest. The value of that interest in the Company will be the lower of the value set out in the Valuation of Interest section of this Agreement and any third party offer that the Member wishes to accept.

Assignment of Interest

48. A Member's financial interest in the Company can only be assigned to another Member and cannot be assigned to a third party except with the unanimous consent of the remaining Members.
49. In the event that a Member's interest in the company is transferred or assigned as the result of a court order or Operation of Law, the trustee in bankruptcy or other person acquiring that Member's Interests in the Company will only acquire that Member's economic rights and interests and will not acquire any other rights of that Member or be admitted as a Member of the Company or have the right to exercise any management or voting interests.

Valuation of Interest

50. In the event of a dissociation or the dissolution of the Company, each Member will have an equal financial interest in the Company.
51. In the absence of a written agreement setting a value, the value of the Company will be based on the fair market value appraisal of all Company assets (less liabilities) determined in accordance with generally accepted accounting principles (GAAP). This appraisal will be conducted by an independent accounting firm agreed to by all Members. An appraiser will be appointed within a reasonable period of the date of withdrawal or dissolution. The results of the appraisal will be binding on all Members. The intent of this section is to ensure the survival of the Company despite the withdrawal of any individual Member.
52. No allowance will be made for goodwill, trade name, patents or other intangible assets, except where those assets have been reflected on the Company books immediately prior to valuation.

56. Each Member has the right to demand, within a reasonable period of time, a copy of any of the above documents for any purpose reasonably related to their interest as a Member of the Company, at their expense.
57. Each Manager has the right to examine the above documents for any purpose reasonably related to their position as Manager of the Company.

Books of Account

58. Accurate and complete books of account of the transactions of the Company will be kept in accordance with generally accepted accounting principles (GAAP) and at all reasonable times will be available and open to inspection and examination by any Member. The books and records of the Company will reflect all the Company's transactions and will be appropriate and adequate for the business conducted by the Company.

Banking and Company Funds

59. The funds of the Company will be placed in such investments and banking accounts as will be designated by the Members. All withdrawals from these accounts will be made by the duly authorized agent or agents of the Company as appointed by unanimous consent of the Members. Company funds will be held in the name of the Company and will not be commingled with those of any other person or entity.

Audit

60. Any of the Members will have the right to request an audit of the Company books. The cost of the audit will be borne by the Company. The audit will be performed by an accounting firm acceptable to all the Members. Not more than one (1) audit will be required by any or all of the Members for any fiscal year.

Fiscal Year End

61. The fiscal year end of the Company is the 31st day of December.

Governing Law

67. The Members submit to the jurisdiction of the courts of the State of Massachusetts for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

Dispute Resolution

68. In the event of a dispute arising out of or in connection with this Agreement, the Members will attempt to resolve the dispute through friendly consultation.
69. If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is unavailable or is not successful in resolving the entire dispute, any outstanding issues will be submitted to final and binding arbitration in accordance with the laws of the State of Massachusetts. The arbitrator's award will be final, and judgment may be entered upon it by any court having jurisdiction within the State of Massachusetts.

Force Majeure

70. A Member will be free of liability to the Company where the Member is prevented from executing their obligations under this Agreement in whole or in part due to force majeure, such as earthquake, typhoon, flood, fire, and war or any other unforeseen and uncontrollable event where the Member has communicated the circumstance of the event to any and all other Members and where the Member has taken any and all appropriate action to satisfy his duties and obligations to the Company and to mitigate the effects of the event.

Forbidden Acts

71. No Member may do any act in contravention of this Agreement.
72. No Member may permit, intentionally or unintentionally, the assignment of express, implied or apparent authority to a third party that is not a Member of the Company.
73. No Member may do any act that would make it impossible to carry on the ordinary business of the Company.

Actions Requiring Unanimous Consent

81. The following actions will require the unanimous consent of all Members:

- a. Incurring Company liabilities over \$50,000.00.
- b. Endangering the ownership or possession of Company property including selling, transferring or loaning any Company property or using any Company property as collateral for a loan.
- c. Releasing any Company claim except for payment in full.

Amendment of this Agreement

82. No amendment or modification of this Agreement will be valid or effective unless in writing and signed by all Members.

Title to Company Property

83. Title to all Company property will remain in the name of the Company. No Member or group of Members will have any ownership interest in Company property in whole or in part.

Miscellaneous

84. Time is of the essence in this Agreement.


85. This Agreement may be executed in counterparts.

86. Headings are inserted for the convenience of the Members only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in a neutral gender include the masculine gender and the feminine gender and vice versa.


87. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the Members' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the

- e. "Member's Interests" means the Member's collective rights, including but not limited to, the Member's right to share in profits, Member's right to a share of Company assets on dissolution of the Company, Member's voting rights, and Member's rights to participate in the management of the Company.
- f. "Net Profits or Losses" means the net profits or losses of the Company as determined by generally accepted accounting principles (GAAP).
- g. "Operation of Law" means rights or duties that are cast upon a party by the law, without any act or agreement on the part of the individual, including, but not limited to, an assignment for the benefit of creditors, a divorce, or a bankruptcy.
- h. "Principal Office" means the office whether inside or outside the State of Massachusetts where the executive or management of the Company maintain their primary office.
- i. "Voting Members" means the Members who belong to a Membership class that has voting power. Where there is only one class of Members, then those Members constitute the Voting Members.

IN WITNESS WHEREOF the Members have duly affixed their signatures under hand and seal on this 26th Day of September, 2017.



Karthik Birudavolu (Member)



Girish Damireddy (Member)



Satyapal Salla (Member)



TOWN OF NATICK

13 East Central Street, Natick, MA 01760
Pursuant to Massachusetts State Building Code (780 CMR) Eighth Edition

Express Building Permit Application

Commercial

Express
Commercial
Specialty Permit
Application

This Section For Official Use Only

Building Permit Number: _____ Date Applied: _____

Building Official (Print Name) _____ Signature _____ Date _____

SECTION 1: SITE INFORMATION

1.1 Property Address: 195 W Central Street, Natick, MA 01760
1.2 Assessors Map & Parcel Numbers
1.1a Is this an accepted street? yes ☒ no ☐ Map Number _____ Parcel Number _____

SECTION 2: PROPERTY OWNERSHIP

2.1 Owner¹ of Record: Karthik Birudavolu East Walpole, MA 02032
Name (Print) _____ City, State, ZIP _____
77 Hound Pack Circle 781-535-8877 bnbntick@gmail.com
No. and Street _____ Telephone _____ Email Address _____

SECTION 3: DESCRIPTION OF PROPOSED WORK (check all that apply)

Roofing ☐ Siding ☐ Windows/Doors ☐ Wood Stove ☐ Masonry ☐ Insulation ☐ Tent ☐

Brief Description of Proposed Work²: Upgrade Interior Finishes, Painting

SECTION 4: ESTIMATED CONSTRUCTION COSTS


Item	Estimated Costs: (Labor and Materials)	Official Use Only
1. Building	\$ 10,000	1. Building Permit Fee: \$ _____ Indicate how fee is determined: Check No. _____ Check Amount: _____ Cash Amount: _____ <input type="checkbox"/> Paid in Full <input type="checkbox"/> Outstanding Balance Due: _____
2. Total Project Cost:	\$ 25,000	

SECTION 5: CONSTRUCTION SERVICES

5.1 Construction Supervisor License (CSL)
Name of CSL Holder _____
No. and Street _____
City/Town, State, ZIP _____
Telephone _____ Email address _____
License Number _____ Expiration Date _____
List CSL Type (see below) _____

Type	Description
U	Unrestricted (Buildings up to 35,000 cu. ft.)
R	Restricted 1&2 Family Dwelling
M	Masonry
RC	Roofing Covering
WS	Window and Siding
SF	Solid Fuel Burning Appliances
I	Insulation
D	Demolition

5.2 Registered Home Improvement Contractor (HIC)
HIC Company Name or HIC Registrant Name _____
No. and Street _____
City/Town, State, ZIP _____ Telephone _____
HIC Registration Number _____ Expiration Date _____
Email address _____

SECTION 6: WORKERS' COMPENSATION INSURANCE AFFIDAVIT (M.G.L. c. 152, § 25C(6))		
Workers Compensation Insurance affidavit must be completed and submitted with this application. Failure to provide this affidavit will result in the denial of the Issuance of the building permit.		
Signed Affidavit Attached? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
SECTION 7a: OWNER AUTHORIZATION TO BE COMPLETED WHEN OWNER'S AGENT OR CONTRACTOR APPLIES FOR BUILDING PERMIT		
I, as Owner of the subject property, hereby authorize _____ to act on my behalf, in all matters relative to work authorized by this building permit application.		
Karthik Birudavolu Print Owner's Name	 Owner's Signature	01/02/2018 Date
SECTION 7b: OWNER'S OR AUTHORIZED AGENT DECLARATION		
By entering my name below, I hereby attest under the pains and penalties of perjury that all of the information contained in this application is true and accurate to the best of my knowledge and understanding.		
Print Owner's or Authorized Agent's Name	Signature	Date
NOTES:		
1. An Owner who obtains a building permit to do his/her own work, or an owner who hires an unregistered contractor (not registered in the Home Improvement Contractor (HIC) Program), will <u>not</u> have access to the arbitration program or guaranty fund under M.G.L. c. 142A. Other important information on the HIC Program can be found at www.mass.gov/oca Information on the Construction Supervisor License can be found at www.mass.gov/dps		
Note: This application is for a Building permit. Plumbing and/or Wiring permits may also be required.		

Town of Natick Building Department 13 East Central Street, Natick, MA 01760 Phone: 508-647-6450 Fax: 508-647-6444 www.natickma.gov/156/Building-Department	Building Department Hours: Monday: 8am-5pm Tuesday: 8am-5pm Wednesday: 8am- 5pm Thursday: 8am-7pm Friday: 8am-12:30pm
---	---

TOWN OF NATICK - OFFICE OF THE INSPECTOR OF BUILDINGS

13 East Central Street

Natick, MA 01760

Ph: (508) 647-6450

Fax: (508) 647-6444

ESTIMATED COST OF CONSTRUCTION DOCUMENT

In accordance with the provisions of the Massachusetts State Building Code, Eight Edition, Section 105.3, the total estimated cost of the construction including all related construction costs* of the building located at: 195 West Central St. Natick MA

Estimated Cost Amounts to \$ 10,000

Date: Dec. 2017


Final Cost Amounts to \$ 32,000

Date: Feb 28, 2018

I, Karthik Birudavolu, being the person referred to as the owner identified below, do solemnly swear that the statements herein are strictly true and correct and made in good faith.

*Related construction costs include all work done with or concurrently with the work contemplated by the building permit including; Demolition, H.V.A.C, Plumbing, Electrical, Fire Protection, Painting, Carpeting, Landscaping and Site Improvements.

Furnishings and portable equipment are not part of the total construction costs; however, a separate fixturing permit must be obtained prior to commencement work/


Signature of Owner: 

DEBRIS AFFIDAVIT

JOB SITE LOCATION: 195 W Central St., Natick, MA 01760

In accordance with the provisions of MGL c40, §54, a condition of Building Permit Number 0-2018-0033 is that debris from this work shall be disposed of in a properly licensed solid waste disposal facility as defined by MGL c111, §150A.

Name and Location of Facility: H.A. Sancomb Wellesley Natick MA

Signature of Owner: 

Date: 01/02/2018



The Commonwealth of Massachusetts
Department of Industrial Accidents
1 Congress Street, Suite 100
Boston, MA 02114-2017
www.mass.gov/dia

Workers' Compensation Insurance Affidavit: Builders/Contractors/Electricians/Plumbers.
TO BE FILED WITH THE PERMITTING AUTHORITY.

Applicant Information

Please Print Legibly

Name (Business/Organization/Individual): See other documents attached

Address: hereto and made a part hereof

City/State/Zip: _____ Phone #: _____

Are you an employer? Check the appropriate box:

1. ☐ I am an employer with _____ employees (full and/or part-time).*
2. ☐ I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required.]
3. ☐ I am a homeowner doing all work myself. [No workers' comp. insurance required.] †
4. ☐ I am a homeowner and will be hiring contractors to conduct all work on my property. I will ensure that all contractors either have workers' compensation insurance or are sole proprietors with no employees.
5. ☐ I am a general contractor and I have hired the sub-contractors listed on the attached sheet. These sub-contractors have employees and have workers' comp. insurance. ‡
6. ☐ We are a corporation and its officers have exercised their right of exemption per MGL c. 152, §1(A), and we have no employees. [No workers' comp. insurance required.]

Type of project (required):

7. ☐ New construction
8. ☐ Remodeling
9. ☐ Demolition
10. ☐ Building addition
11. ☐ Electrical repairs or additions
12. ☐ Plumbing repairs or additions
13. ☐ Roof repairs
14. ☐ Other _____

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

† Homeowners who submit this affidavit indicating they are doing all work and then hire outside contractors must submit a new affidavit indicating such.

‡ Contractors that check this box must attached an additional sheet showing the name of the sub-contractors and state whether or not those entities have employees. If the sub-contractors have employees, they must provide their workers' comp. policy number.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy and job site information.

Insurance Company Name: The Hartford Insurance Center of New England

Policy # or Self-ins. Lic. #: 08WECAB0014 Expiration Date: 01/02/2019 / 2/26/18

Job Site Address: 195 W Central Street City/State/Zip: Natick, MA 01760

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under MGL c. 152, §25A is a criminal violation punishable by a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. A copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify under the pains and penalties of perjury that the information provided above is true and correct.

Signature: [Signature] Date: 1/04/2018

Phone #: 781-535-8877

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: _____ Permit/License # _____

Issuing Authority (circle one):

1. Board of Health 2. Building Department 3. City/Town Clerk 4. Electrical Inspector 5. Plumbing Inspector
6. Other _____

Contact Person: _____ Phone #: _____

TOWN OF NATICK BUILDING DEPARTMENT

PERMIT JOB CARD

No. B-2018-0033

Date: 1/9/2018

THIS CERTIFIES THAT SCOTT GRIFFIN ARCHITECTS has permission to Erect,

Enlarge, Alter, Substantially Repair, Move, Demolish or Change Occupancy of the Building Structure located at:

203 WEST CENTRAL ST (AKA 195)

MAP 40-0000071A

All work performed under this permit shall, in every respect, conform to the terms of the application on file in this office and to the provisions of the State Building Code, Town of Natick Zoning By-Laws, and all other Statute, By-Law or Regulation relating to the Construction, Alteration, Maintenance Use and Occupancy of Building in the Town of Natick. This permit shall be deemed abandoned and invalid unless work by it shall have been commenced within six (6) months after issuance. (105.3.2)

The granting of this permit does not authorize any work which would result in the violation of any Statute, By-Law or Regulation. This permit is not valid unless all fees under Section 109.1 of the State Building Code have been paid and you have been issued a Permit by the Building Inspector. Only the work stated under the description below is authorized under this permit. Any additional work will require another Permit.

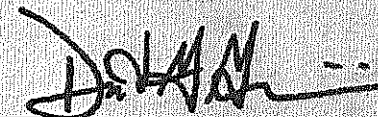
WORK DESCRIPTION

UPGRADE INTERIOR FINISHES AND PAINTING

THIS CARD MUST BE DISPLAYED IN
A CONSPICUOUS LOCATION ON
THE PREMISES UNTIL THE FINAL
INSPECTIONS (105.7) AT THAT TIME
THIS CARD MUST BE RETURNED
TO THE BUILDING DEPARTMENT.

Certificate of Occupancy Required: Yes No Paid \$150.00

See Procedures for Certificate of Occupancy



David G. Gusmini
Building Commissioner
TOWN OF NATICK

IMPORTANT TELEPHONE NUMBERS

Inspector Signature

2/9/18 *[Signature]* OK

Inspection Type

PLUMBING ROUGH OK

ELECTRICAL-ROUGH

FRAMING

INSULATION

REMOVE SACKS CATS
REMOVE OUTLETS
ELECTRICAL-FINAL

PLUMBING-FINAL

GAS ROUGH OK

GAS FINAL

BOH SITE INSPECTIO

FIRE SITE INSPECTI

ASSESSOR SITE INS

FINAL

DPW ENGINEERING

DPW WATER FINAL

Building Final

Building Inspector

(508) 647-6450

Electrical Inspector

(508) 647-6449

Plumbing Inspector

(508) 647-6453

Fire Department Inspector

(508) 647-9556

Engineering Division

(508) 647-6551

Water Division

(508) 647-6550

Health Division

(508) 647-6460

Assessor's Office

(508) 647-6420

All work shall conform to the stamped or endorsed application and plans for which this permit has been issued (105.4). This permit will become null and void if construction is not started within six months of the date the permit was issued (105.3.2). Approved plans must be retained on the job and this card must be displayed until final inspection (105.7). This permit conveys no rights to occupy and street, alley, sidewalk. A refuse-debris disposal form as required by the State Building Code under Article 1, Section 111.5 must be on file with this permit.

NOTICE

INSPECTIONS ARE REQUIRED FOR:

- EXCAVATION before the pouring of concrete. (24 hr. notification before time of delivery)
- FOUNDATION before backfilling.
- TOWN ENGINEERING inspect and signoff on utilities and water meter. Must be inspected before backfilling. (24 hr. notification before inspection).
- Submit certified foundation plan.
- FRAMING - rough wiring and rough plumbing must be inspected before rough fram inspection. Must be inspected before insulation of walls.
- INSULATION
- FINISH wiring, plumbing and mechanical.
- HEALTH INSPECTOR - Site Drainage.
- FINAL Inspection.

BEFORE CERTIFICATE OF OCCUPANCY CAN BE ISSUED:

- The Permit Card IS RETURNED to the Building Department with ALL final inspections signed off.
- The house number must be visibly affixed to the building.
- Certified plot plan is submitted (if required).
- All requirements of the Town of Natick Zoning By-Laws must be met.

1/23/18 *[Signature]*

2/2/18 *[Signature]*

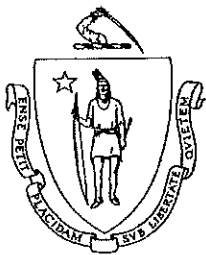
2/15/18 *[Signature]*

2/15/18 *[Signature]*

02/31/18 *[Signature]*

2/16/18 *[Signature]*

Cert of Completion - OK *[Signature]*



Final Construction Control Document

To be submitted at completion of construction by a

Registered Design Professional

for work per the 9th edition of the

Massachusetts State Building Code, 780 CMR, Section 107

Project Title: Biryaniz n Breadz

Date: February 20, 2018

Permit No.

Property Address: 203 W. Central St. aka: 195 W. Central St., Natick MA

Project: Check (x) one or both as applicable: New construction ☒ Existing Construction

Project description: Restaurant Décor updates and equipment updates for new operator.

I, Thomas P. Scott MA Registration Number: 6015 Expiration date: 8-31-18, am a *registered design professional*, and I have prepared or directly supervised the preparation of all design plans, computations and specifications concerning:

☒ Architectural
Fire Protection

Structural
Electrical

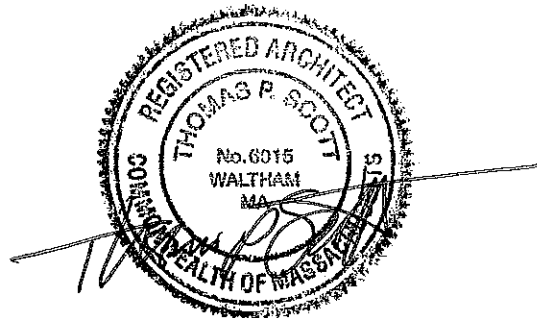
Mechanical
Other: Describe

for the above named project. I, or my designee, have performed the necessary professional services and was present at the construction site on a regular and periodic basis. To the best of my knowledge, information, and belief the work proceeded in accordance with the requirements of 780 CMR and the design documents approved as part of the building permit and that I or my designee:

1. Have reviewed, for conformance to this code and the design concept, shop drawings, samples and other submittals by the contractor in accordance with the requirements of the construction documents.
2. Have performed the duties for registered design professionals in 780 CMR Chapter 17, as applicable.
3. Have been present at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the work and to determine if the work was performed in a manner consistent with the construction documents and this code.

Nothing in this document relieves the contractor of its responsibility regarding the provisions of 780 CMR 107.

Enter in the space to the right a "wet" or electronic signature and seal:



Phone number: 781-693-7400

Email: tscott@sga-architects.com

Building Official Use Only

Building Official Name:

Permit No.:

Date:



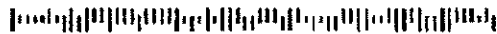
Commonwealth of Massachusetts
Department of Revenue
Christopher C. Harding, Commissioner

mass.gov/dor

Letter ID: L2110920832
Notice Date: May 15, 2018
Case ID: 0-000-587-102



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



GEN 8888 INC
195 W CENTRAL ST
NATICK MA 01760-3714

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, GEN 8888 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) 887-6367 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

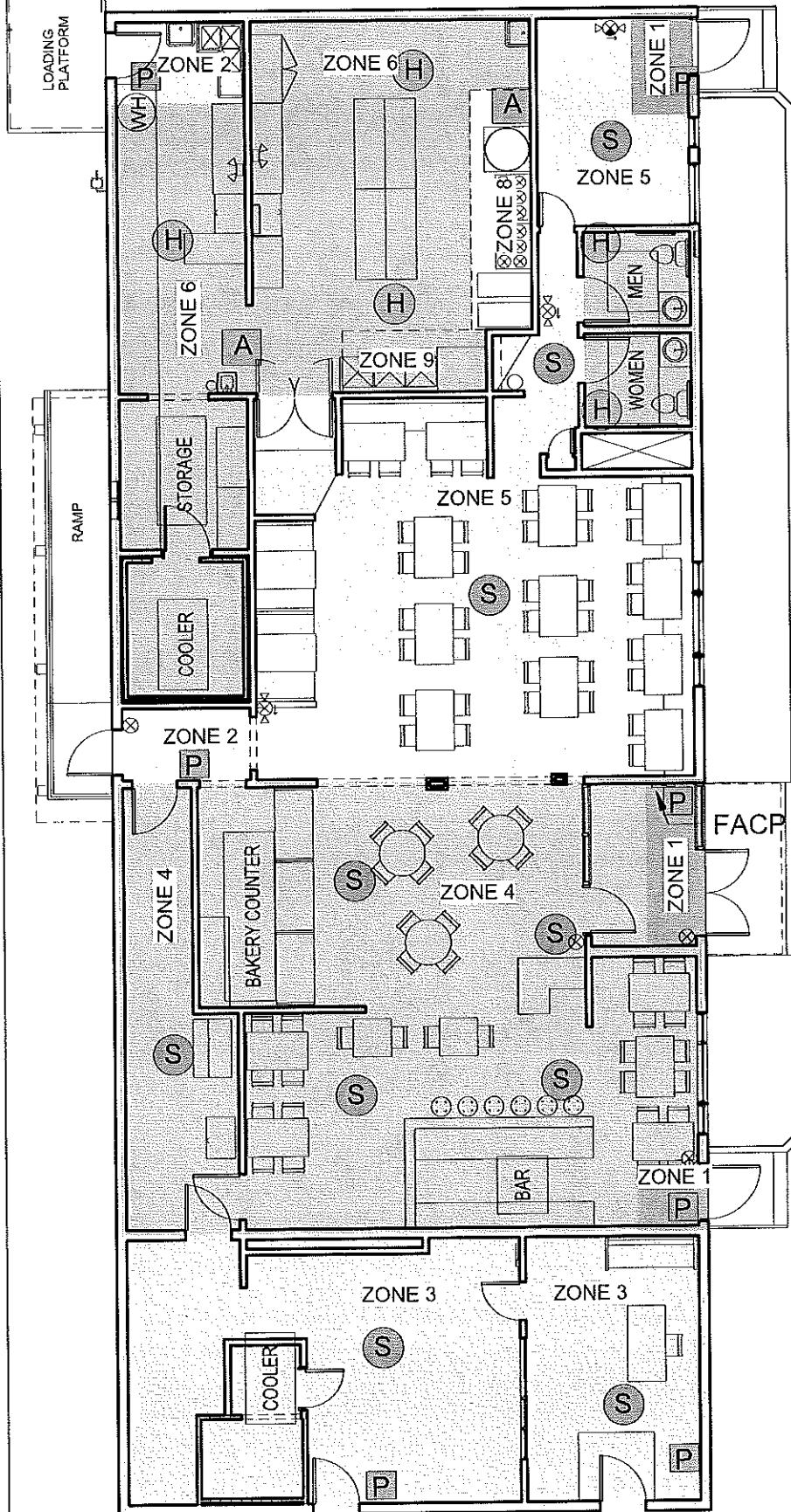
Visit us online!

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

FIRE ALARM PANEL ZONE MAP



195 WEST CENTRAL STREET

FIRE ALARM PANEL KEY:

- | | |
|--|--|
| | ZONE 1 - PULL STATIONS AT FRONT |
| | ZONE 2 - PULL STATIONS AT REAR |
| | ZONE 3 - OFFICE AND ADJACENT STORAGE |
| | ZONE 4 - SMOKE DETECTORS BAR DINING ROOM & BACK HALL |
| | ZONE 5 - SMOKE DETECTORS MAIN DINING ROOM & FRONT STORAGE |
| | ZONE 6 - HEAT DETECTORS KITCHEN, PREP AREA & RESTROOMS |
| | ZONE 7 - ATTIC (NOT SHOWN ON PLAN) |
| | ZONE 8 - ANSUL IN KITCHEN |
| | ZONE 9 - ANSUL IN KITCHEN |









*COMMUNITY AND ECONOMIC
DEVELOPMENT*

BUILDING

PLANNING

ZONING

CONSERVATION

No. 8

BUILDING DEPARTMENT

13 EAST CENTRAL ST. NATICK, MA 01760

Date: February 26, 2018

CERTIFICATE OF COMPLETION

Biryani n Breadz

This is to certify that permission is granted under Sec. 120 of the State Building Code and granted under Sec. VID of the Natick Zoning Bylaws for the COMPLETION of *upgrade interior finishes and painting*, located at *203 (aka 195) West Central Street*, Natick, MA.

David Gusmini
Building Commissioner

No: 233-18

Annual Fee: \$600.00

THE COMMONWEALTH OF MASSACHUSETTS

TOWN OF NATICK

BOARD OF HEALTH

PERMIT TO OPERATE A FOOD ESTABLISHMENT

February 23, 2018

In accordance with Regulations promulgated under authority of Chapter 111, Sections 5 and 31 of the General Laws a Permit is hereby granted to:

BIRYANIZ & BREADS

Whose place of business is:

195 West Central St.

Type of business:

Food Service Establishment

To operate a food service establishment in:

195 West Central St.

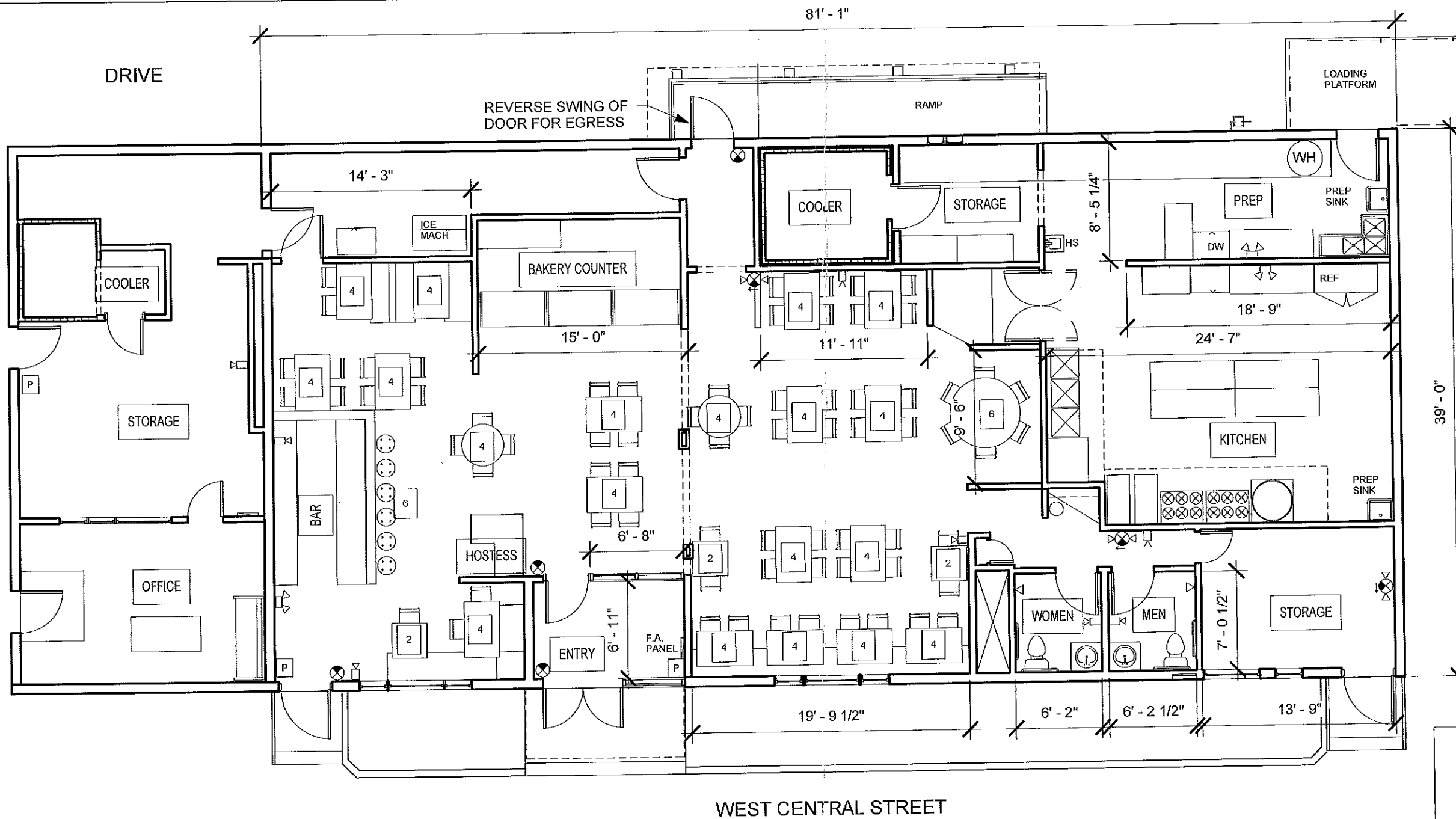
Permit Expires:

December 31, 2018

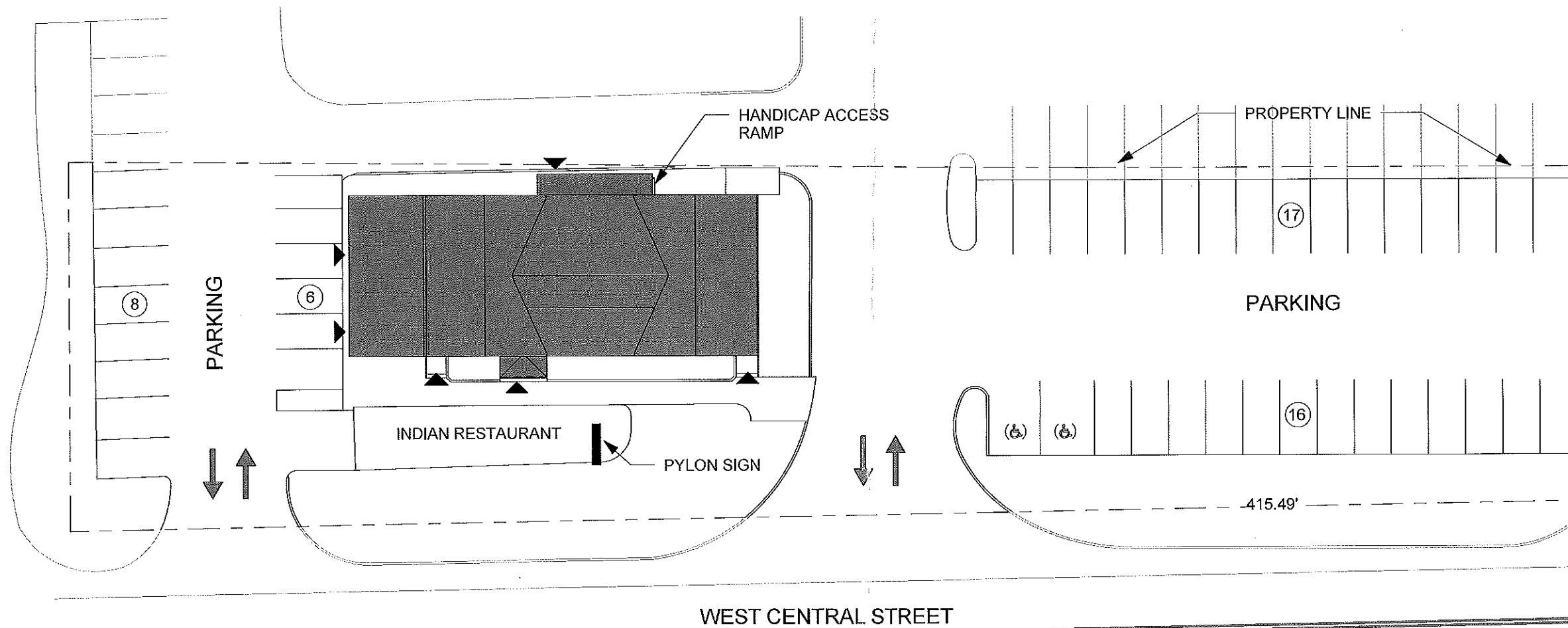


DIRECTOR OF PUBLIC HEALTH

POST THIS LICENSE IN A CONSPICUOUS PLACE
THIS LICENSE SHALL NOT BE SOLD, ASSIGNED OR TRANSFERRED



① RESTAURANT LAYOUT - GROUND FLOOR
1/8" = 1'-0"



① PROPERTY SITE W/ PARKING
1" = 30'-0"

CERTIFICATE OF VOTE**SRI LAKSHMI GANAPATHI, LLC**

At a meeting of the members and manager of SRI LAKSHMI GANAPATHI, LLC held at 75 Union Avenue, Sudbury, Massachusetts, on January 30, 2018, the members and manager, Girish Damireddy, Karthik Birudavolu, Satya Salla and Justin Birudavol, having been notified and in attendance, it was


VOTED: That the Company apply to the Board of Selectmen for the Town of Natick for the transfer of the Liquor License held by Gen8888, Inc. at 195 West Central Street, Natick, Massachusetts.

VOTED: That Harjinder Singh be designated the manager of the establishment with full authority and control of the premises described in the application and of the conduct of all business therein relative to alcoholic beverages.

VOTED: To authorize the LLC manager, Justin Birudavol, to execute on behalf of the Company and file with the Natick Licensing Authority and the Alcoholic Beverage Control Commission of the Commonwealth of Massachusetts any and all applications and forms necessary to accomplish the foregoing.

A TRUE COPY

ATTEST:


Justin Birudavol, Manager

Donna Donovan <ddonovan@natickma.org>

Re: Manager of Record

1 message

Brian Lauzon <lauzon@natickpolice.com>
To: Donna Donovan <ddonovan@natickma.org>

Thu, May 24, 2018 at 1:01 PM

Donna,

Recommend approval. Please make Mr. Singh aware, that if appointed as the Manager of Record, he will be required to become alcohol server trained within 30 days. This training must be conducted in-person, not on-line by either TiPs or AIM. I also want to make sure that as the Manager of Record that he will be on-site at the restaurant here in Natick the majority of time alcoholic beverages are sold as I see he lists his current job as being a manager of Hot Breads in Woburn.

Respectfully submitted,

Lt. Brian G. Lauzon

On Thu, May 24, 2018 at 10:26 AM, Donna Donovan <ddonovan@natickma.org> wrote:

Donna Donovan
Senior Executive Assistant
Town of Natick
508-647-6410

----- Forwarded message -----

From: **Donna Donovan** <ddonovan@natickma.org>
Date: Tue, Apr 10, 2018 at 3:06 PM
Subject: Manager of Record
To: Brian Lauzon <lauzon@natickpolice.com>

This was just dropped off.

Donna Donovan
Senior Executive Assistant
Town of Natick
508-647-6410

ITEM TITLE: David T. Santomenna, Associate Director of Land Conservation, Trustees of Reservations, on Behalf of Tom Hunnewell, Property Owner and Executor of Estate of Morgan Palmer: Request to Approve Revised Conservation Restriction for 5 Dorset Lane (Parcel #38-1) and 1 Dorset Lane (Parcel #38-1A)

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Background Explanation/Request	4/26/2018	Cover Memo
Division of Conservation Services (DCR) Application	4/24/2018	Cover Memo
Plan 1	4/24/2018	Cover Memo
Plan 2	4/24/2018	Cover Memo
Conservation Commission Minutes-3/2/17	4/24/2018	Cover Memo
Info from Open Space Advisory Committee-4/5/18	4/24/2018	Cover Memo
Municipal Certification from the Natick Conservation Commission & the Wellesley Natural Resource Commission	4/24/2018	Cover Memo
Conservation Restriction Requiring BOS Signatures	4/24/2018	Cover Memo
Conservation Restriction Requiring BOS Signatures-REVISED	5/24/2018	Cover Memo



The Trustees
200 High Street, 4th Floor
Boston, MA 02110
tel 617.542.7696
thetrustees.org

Memorandum

To: Trish O'Neill
Executive Assistant
Town of Natick

From: David T. Santomenna
Associate Director of Land Conservation
The Trustees

Cc: Arnold W. Hunnewell, Esq.
Simonds, Winslow, Willis & Abbott, P.A.

At the April 30, 2018 meeting of the Natick Board of Selectmen, I will be presenting for the Selectmen's approval a perpetual conservation restriction (CR) on 35 acres of land in Natick located off Dorset Drive, and owned by the Cedars Trust. Please note that the restriction also covers land in Wellesley, and thus we will be seeking approval from the Town of Wellesley as well. We will request that the Selectmen sign two originals, as the land lies within the jurisdiction of two separate registries of deed.

This restriction will complete the protection of the historic Hunnewell Estate, where The Trustees already hold 12 restrictions. This restriction is being donated by the landowner, and we are most appreciative of the family's generosity and commitment to protecting this important landscape.

The Selectmen's approval of the CR is one component of the approval process, which also requires a final sign-off by the Secretary of Energy and Environmental Affairs (EOEEA). EOEEA has also reviewed preliminary drafts of the restriction, and the version we are presenting incorporates their comments. Note also that both the Natick and Wellesley Conservation Commissions have reviewed the draft CR, and voted to recommend that the respective Boards of Selectmen approve the restriction. Lastly, it's important to note that signing the CR does not carry with it any obligation on the part of the town to monitor or enforce the restriction.

Thank you for your assistance with this matter.

APPENDIX B

DATE:

MUNICIPALITY:

NUMERIC ASSIGNMENT:

(Agency use only)

EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS
DIVISION OF CONSERVATION SERVICES
100 Cambridge Street, 9th Floor
Boston, MA 02114
(617) 626-1011

CONSERVATION RESTRICTION APPLICATION FORM¹

Pursuant to the provisions of G.L. c. 184, §32, the Secretary of Environmental Affairs is hereby requested to approve a conservation restriction as described below.

A. GENERAL INFORMATION

1. GRANTOR:

Name: Morgan Palmer

Address: c/o Arnold Hunnewell, Simonds, Winslow, Willis & Abbott, 50 Congress Street, Suite 925, Boston, MA 02109

Telephone Number: 617-523-1691

Contact Person: Tom Hunnewell

2. GRANTEE:

Name: The Trustees of Reservations

Address: 572 Essex Street, Beverly, MA 01915

Telephone Number: 978-921-1944 x1918

Contact Person: David T. Santomenna

3. TYPE OF RESTRICTION:

a. Conservation only: ☒

b. Joint Restriction: ☐

Type: Agricultural ☐ Historical ☐ Watershed ☐

It is possible for a restriction to fit into more than one category, requiring more than one approval. If a joint restriction, has the approval process been started with either the Commissioners of Food and Agriculture, MDC or the Massachusetts Historical Commission? ⁱⁱ Yes ☐ No ☐

4. STATE FUNDS INVOLVED ☐yes ☒no

☐ CPA

☐ Grant (type) _____

☐ Other _____

5. PUBLIC OFFICIALS:

State Representative(s) Alice Peisch

State Senator(s) Richard Ross

Other involved Official(s) _____

6. GRANTOR'S INTENT

- a. Charitable contribution: Yes ☐ No ☐
Do you intend to claim an IRS income tax deduction? Yes ☒ No ☐
- b. Required as part of municipal or state permitting process: Yes ☐ No ☒
1. Is this restriction required by M.G.L., c. 40A §9 special permit? Yes ☐ No ☒
(Please attach a copy of the permit(s) as an exhibit.)
2. Is it required by M.G.L., c. 131, §40 Wetlands Order of Conditions? Yes ☐ No ☒
(Please attach a copy of the Order of Conditions.)
3. Other? Yes ☐ No ☒
Please explain:
c. Other: Please explain (for example, sale of a C.R. to a public agency):
d. Is this a perpetual restriction? Yes ☒ No ☐
If less than permanent, for how many years? _____ yrs.

B. PUBLIC BENEFIT ⁱⁱⁱ

1. Is the restriction for the preservation of land areas for outdoor recreation by, or the education of, the general public? Yes ☐ No ☒
2. Is the restriction for the protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystems? Yes ☒ No ☐
3. Is the restriction for the preservation of open space (including farmland and forest land) where such preservation is:
a. pursuant to a clearly delineated federal, state, local governmental policy and will yield a significant public benefit? Yes ☒ No ☐
b. for the scenic enjoyment of the general public and will yield a significant public benefit? Yes ☒ No ☐
4. Is the property historically significant? One that meets National Register Criteria or is within a registered historic district or contributes to the integrity of an historic building or property? Yes ☒ No ☐
5. Other public benefit? (if yes, please explain below) Yes ☐ No ☐

C. SITE DATA (Note: If the restriction lies in more than one community, this Site Data form must be completed for that portion of the restriction within each community.)

Location:

1. Municipality: Wellesley & Natick
Dorset Lane (Natick)

Street Location: Off Pond Road (Wellesley) and

2. Grantor's Registry of Deeds Book # Multiple Deeds, see Plan Page #

3. Assessors Map # 38 (Natick) & 186 (Wellesley) Lot # 1 & 1A (Natick), 4 (Wellesley)
4. New Site ☐
Addition to existing restricted area ☒ Please specify: Abuts multiple exiting CR's on Hunnewell Estate

Zoning: (Check all that apply.)

Commercial ☐ Industrial ☐ Residential ☒

Title:

Is there a mortgage? Yes ☐ No ☒
(if "Yes" then assent of mortgagee(s) is required.)
Does applicant have clear title? Yes ☒ No ☐
If not, please explain:

Encumbrances:

Is the property encumbered by any easement(s)? Yes ☒ No ☐
Please explain: Utility easement, view easement, pipeline easement. Please refer to plan.

Geographic Information:

1. Total acres covered by restriction: 36.262 acres
2. Cover:
Acres in A. Upland Forest 29.5 B. Open (field, pasture, etc.) 6.262
C. Vegetated Wetland 0.5 D. Water
3. Topography:
Acres in A. Flat B. Hilly
C. Rolling 236.262 D. Mountains
4. Waterfront:
Feet on A. Ocean B. River
C. Stream D. Lake
Please identify water body:

General Information:

1. Are there any improvements existing on the property to be permitted after execution of the C.R.? Yes ☐ No ☒
If yes, explain in detail:
2. Is the property currently under any of the preferential real estate tax assessment programs? If yes, which one: c. 61 ☐ c. 61A ☐ c. 61B ☐ Yes ☐ No ☒
3. If the property is under agricultural use, is the soil considered prime or of statewide agricultural significance? (If yes, USDA Soil Conservation Service data must be provided.) Yes ☐ No ☒
4. Is the property adjacent to any public or quasi-public land or buildings? Yes ☐ No ☒
Describe briefly: The Premises abut TTOR's Castle Hill Reservation to the west.
5. Does the property lie within an historic district, include an archaeological or rare species site, fall within a Department of Environmental Management designated scenic landscape, river, or within an Executive Office of Environmental Affairs designated Area of Critical Environmental Concern, a Zone II of a public water supply, etc.? Yes ☒ No ☐

Please explain: The Property is included in the National Register of Historic Places as part of the "Hunnewell Estates Historic District".

6. Will public access be allowed?
If yes, explain any limitations, type, etc.:

Yes ☐ No ☒

Prepared by: David T. Santomenna

Address: Trustees of Reservations, Long Hill, 572 Essex Street, Beverly, MA 01915

Telephone Number: 978-921-1944 x 1918 Email: dsantomenna@ttor.org

Grantor: Morgan Palmer

Grantee: The Trustees of Reservations

Address of

Restricted Area: Off Dorset Lane, Natick & Wellesley

For Grantor's

title see: Multiple Deeds, Middlesex & Norfolk County Registries of Deed,
as described in Exhibit A.

CONSERVATION RESTRICTION

MORGAN PALMER, being the sole owner, for my successors and assigns (the "Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grants with quitclaim covenants to The Trustees of Reservations, a Massachusetts charitable corporation established under Chapter 352 of the Acts of 1891, its permitted successors and assigns (the "Grantee"), for nominal consideration, in perpetuity and exclusively for conservation purposes, the following Conservation Restriction ("Restriction") on land owned by Grantor (the "Property") located in Natick and Wellesley. The Restriction provided for herein applies to a portion of the Property; that portion of the Property is referred to herein as the "Restricted Area" and is shown on the plan referred to below in this paragraph as Proposed Conservation Areas A through D; and the Property and the Restricted Area are shown on a plan recorded herewith in the Middlesex and Norfolk County Registries of Deed, by Feldman Land Surveyors, dated _____, 2016, entitled "Exhibit Plan, Palmer Estate, Dorset Lane, Natick, Mass, (Middlesex County), Wellesley, Mass, (Norfolk County)", a reduced copy of which is attached hereto as Exhibit A.

I. PURPOSES:

This Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the General Laws and otherwise by law. The purpose of this Restriction is to assure that the Restricted Area will be maintained in perpetuity for conservation purposes, in a natural, scenic and undeveloped condition, and to prevent any use or change that would materially impair or interfere with its conservation and preservation values ("conservation values").

The conservation values include the following:

- **Open Space Preservation.** The Restricted Area contain approximately ## acres of wooded upland, open meadow, and deciduous wooded swamp and is a significant natural area which qualifies as a "...relatively natural habitat of fish, wildlife, or plants, or similar ecosystem," as that phrase is used in P.L. 96-541, 26 USC170(h)(4)(A)(ii), as amended, and in regulations promulgated thereunder.

- Scenic Protection. The Restricted Area is located within a "Noteworthy Landscape" as identified in the 1982 Massachusetts Landscape Inventory Report, compiled by the Massachusetts Department of Environmental Management; protection of the Restricted Area qualifies as "the preservation of open space (including farmland and forest land) where such preservation is for the scenic enjoyment of the general public" as that phrase is used in P.L. 96-541, 26 USC 170(h)(4)(A)(iii)(I), as amended, and in regulations promulgated thereunder.
- Protection of Wildlife Habitat. According to the Massachusetts Natural Heritage and Endangered Species Program, the Restricted Area contains approximately 0.365 acres of Deciduous Wooded Swamp, and 0.20 acres of Shallow Marsh, Meadow or Fen, wetland.
- Historic Preservation. The Property is included in the National Register of Historic Places as part of the "Hunnewell Estates Historic District" by protecting the scenic qualities of the Restricted Area both its historic landscape and historic setting will be preserved, which qualifies as the "...the preservation of an historically important land area or a certified historic structure" as that phrase is used in P.L. 96-541, 26 USC 170(h)(4)(A)(iv), as amended, and in regulations promulgated thereunder.

II. PROHIBITED ACTS AND USES, EXCEPTIONS THERETO, AND PERMITTED USES

A. Prohibited Acts and Uses

Subject to the exceptions set forth herein, the Grantor will not perform or allow the following acts and uses which are prohibited on, above, and below the Restricted Area:

- (1) Constructing, placing or allowing to remain any temporary or permanent building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, sign, fence, billboard or other advertising display, antenna, utility pole, tower, conduit, line or other temporary or permanent structure or facility on, above or under the Restricted Area;
- (2) Mining, excavating, dredging or removing from the Restricted Area of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise make topographical changes to the area;
- (3) Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever or the installation of underground storage tanks;
- (4) Cutting, removing or otherwise destroying trees, grasses or other vegetation;
- (5) Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, or archaeological conservation;

(6) Use, parking or storage of vehicles including motorcycles, mopeds, all-terrain vehicles, trail bikes, or any other motorized vehicles on the Restricted Area except for vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) in carrying out their official duties;

(7) Subdivision or conveyance of a part or portion of the Restricted Area (as compared to conveyance of the Restricted Area in its entirety which shall be permitted), and no portion of the Restricted Area may be used towards building or development requirements on this or any other parcel; provided, however, that any portion or portions of the Property may be subdivided in order to create separate buildable lots within the portion of the Property shown on the Plan as Proposed Lots 1 and Lots 3 through 8;

(8) The use of the Restricted Area for more than *de minimis* commercial recreation, business, residential or industrial use;

(9) The disruption, removal, or destruction of any stone walls, granite fence posts or town bounds on the Restricted Area;

(10) Any other use of the Restricted Area or activity thereon which is inconsistent with the purpose of this Restriction or which would materially impair its conservation values.

(11) The existence within Proposed Lot 1 of more than one residential dwelling structure, together with such outbuildings, sheds, garages or other improvements as are customary with respect to such permitted residence.

(12) The existence within Proposed Lot 3 of more than one residential dwelling structure, together with such outbuildings, sheds, garages or other improvements as are customary with respect to such permitted residence. (13) The existence within Proposed Lot 6 of more than one residential dwelling structure, together with such outbuildings, sheds, garages or other improvements as are customary with respect to such permitted residence.

B. Reserved Rights and Exceptions

The Grantor reserves the right to conduct or permit the following activities and uses on the Restricted Area, but only if such uses and activities do not materially impair the conservation values or purposes of this Restriction:

(1) Recreational Activities. Fishing, boating, hunting, hiking, horseback riding, cross-country skiing and other non-motorized outdoor recreational activities that do not materially alter the landscape, do not degrade environmental quality, or do not involve more than minimal use for commercial recreational activities;

(2) Vegetation Management. A. In accordance with generally accepted forest management practices, selective minimal removal of brush, pruning and cutting to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the present condition of the Restricted Area, including vistas as documented in the Baseline Survey, woods roads, fence lines and trails and meadows; B. The harvesting of (i) trees to provide firewood or construction materials for use on the Restricted Area, including, without limitation, limited commercial timber production in accordance with a plan that is designed to protect the conservation values of the Restricted Area, including, without limitation, scenic and wildlife habitat values, prepared by a professional forester in accordance with the requirements of M.G.L. Chapter 61 or (ii) vegetation in accordance with M.G.L. Chapter 61A;

(3) Non-native or nuisance species. The removal of non-native or invasive species, the interplanting of native species, and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;

(4) Composting. The stockpiling and composting of stumps, trees and brush limbs and similar biodegradable materials originating on the Restricted Area, provided that such stockpiling and composting is in locations where the presence of such activities will not have a deleterious impact on the purposes (including scenic values) of this Restriction. No such activities will take place closer than one hundred (100) feet from any wetland, waterbody or stream. All exercise of this Reserved Right shall take into account sensitive areas and avoid harm to nesting species during nesting season;

(5) Wildlife Habitat Improvement. With the prior written permission of Grantee, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species including selective planting of native trees, shrubs and plant species;

(6) Archaeological Investigations. The conduct of archaeological activities, including without limitation survey, excavation and artifact retrieval, following submission of an archaeological field investigation plan and its approval in writing by Grantee and the State Archaeologist of the Massachusetts Historical Commission (or appropriate successor official);

(7) Trails. The use, construction, maintenance, marking, and clearing of trails for pedestrian and equestrian use, including, with prior written consent of the Grantee, as provided for herein, the construction, use, maintenance, repair and replacement of boardwalk trails or footbridges where such use is consistent with the purposes of this Restriction;

(8) Signs. The erection, maintenance and replacement of signs with respect to hunting, trespass, trail access, identity and address of the occupants, sale of the Restricted Area, the

Grantee's interest in the Restricted Area (subject to Grantor's prior approval, which may be withheld in the Grantor's sole discretion), and the protected conservation values;

(9) Roads. The maintenance of presently existing roads located on the Restricted Area in their present condition or as reasonably necessary for the uses permitted herein, and, with the prior written permission of Grantee, the construction of new roads for such purposes;

(10) Use by non-profit for open space. The right of a qualified non-profit charitable organization (within the meaning of 501(c)(3) of the Internal Revenue Code, whose primary purposes include conservation purposes, to use and maintain the Restricted Area as a public open space reservation for outdoor recreational and educational uses, should such use occur in the future, including limited, unenclosed and unpaved parking areas, access drives, minor recreational and educational structures, and other provisions for visitation by the public. Subject to appropriate rules and regulations, and to provide suitable interpretation of the natural and cultural history of the Restricted Area and the surrounding area. Said right shall include the right to construct and maintain limited, unenclosed and unpaved parking area and structures appurtenant to public use, provided that such construction and maintenance does not otherwise have a deleterious impact on the conservation values of the Restricted Area. Such right shall also include the right to use motorized vehicles as part of the routine maintenance of the property and for purposes of occasionally providing tours of the Restricted Area for physically impaired visitors, where such tours are supervised by staff of said qualified non-profit organization. Each of the foregoing may only be exercised upon and following the prior written approval of both the Grantee and the Grantor.

(11) Permits. The exercise of any right reserved by Grantor under this Paragraph B shall be in compliance with zoning, the Wetlands Protection Act, and all other applicable federal, state and local laws, rules, regulations, and permits. The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit should be issued.

(12) Inasmuch as this Restriction does not apply to Proposed Lots 1 through and including 8, the development, subdivision, conveyance or any other use of such portions of the Property (subject to paragraphs 11 – 13 of Section A above).

C. Notice and Approval. Whenever notice to or approval by Grantee is required, Grantor shall notify Grantee in writing not less than 60 days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this Restriction. Where Grantee's approval is required, Grantee shall grant or withhold approval in

writing within 60 days of receipt of Grantor's request. Grantee's approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not materially impair the purposes of this Restriction.

Failure of Grantee to respond in writing within 60 days shall be deemed to constitute approval by Grantee of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after 60 days in the notice, the requested activity is not prohibited herein, and the activity will not materially impair the conservation values or purposes of this Restriction.

III. LEGAL REMEDIES OF THE GRANTEE

A. Legal and Injunctive Relief

The rights hereby granted shall include the right to enforce this Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Restricted Area to their condition prior to the time of the injury complained of (it being agreed that the Grantee will have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Restriction. Grantee agrees to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantee determines there is no ongoing diminution of the conservation values of the Restriction.

Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable counsel fees) incurred in enforcing this Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred.

B. Non-Waiver

Enforcement of the terms of this Restriction shall be at the discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

C. Disclaimer of Liability

By acceptance of this Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Restricted Area pertaining to compliance with and

including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

D. Acts Beyond the Grantor's Control

Nothing contained in this Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Restricted Area resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Restricted Area resulting from such causes. In the event of any such occurrence, the Grantor and Grantee will cooperate in the restoration of the Restricted Area, if desirable and feasible.

IV. ACCESS

The Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Restricted Area upon reasonable notice and at reasonable times, for the purpose of inspecting the Restricted Area to determine compliance with or to enforce this Restriction. The Grantor also grants to the Grantee, after notice of a violation and failure of the Grantor to cure said violation, the right to enter the Restricted Area for the purpose of taking any and all actions with respect to the Restricted Area as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to perform a survey of boundary lines.

V. EXTINGUISHMENT

A. If circumstances arise in the future such as render the purpose of this Restriction impossible to accomplish, this restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Secretary of Energy and Environmental Affairs. If any change in conditions ever gives rise to extinguishment or other release of the Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Restricted Area, shall be entitled to a portion of the proceeds in accordance with paragraph B below, subject, however, to any applicable law which expressly provides for a different disposition of the proceeds. Grantee shall use its share of the proceeds in a manner consistent with the conservation purpose of this grant.

B. Proceeds. Grantor and Grantee agree that the donation of this Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Restriction bears to the value of the unrestricted property at that time. Such proportionate value of the Grantee's property right shall remain constant. Any proceeds will be distributed only after complying with the terms of any gift, grant, or other funding requirements.

C. Grantor/Grantee Cooperation Regarding Public Action

Whenever all or any part of the Restricted Area or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in accordance with paragraph V. B. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of the proceeds like a continuing trust in a manner consistent with the conservation purposes of this grant.

VI. ASSIGNABILITY

A. Running of the Burden

The burdens of this Restriction shall run with the Restricted Area in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Restricted Area.

B. Execution of Instruments

The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Restriction; the Grantor, on behalf of herself and her successors and assigns, appoint the Grantee their attorney-in-fact to execute, acknowledge and deliver any such instruments on her behalf. Without limiting the foregoing, the Grantor and her successors and assigns agree themselves to execute any such instruments upon request.

C. Running of the Benefit

The benefits of this Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except in the following instances:

As a condition of any assignment, the Grantee shall require that the purpose of this Restriction continues to be carried out; that the Assignee is not an owner of the fee in the Property, and the Assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and is a donee eligible to receive this Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts. Any assignment will comply with article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VII. SUBSEQUENT TRANSFERS

The Grantor agrees to incorporate by reference the terms of this Restriction in any deed or other legal instrument by which he divests himself of any interest in all or a portion of the Restricted Area, including a leasehold interest and to notify the Grantee within 20 days of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Restriction. Any transfer will comply with article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

The Grantor shall not be liable for violations occurring after their ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this CR shall survive the transfer. Any new owner shall cooperate in the restoration of the Restricted Area or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

VIII. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within thirty (30) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance with any obligation of the Grantor contained in this Restriction.

IX. NON MERGER

The parties intend that any future acquisition of the Restricted Area shall not result in a merger of the Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Restricted Area without having first assigned this Restriction to a non-fee owner to ensure that merger does not occur and that this Restriction continues to be enforceable by a non-fee owner.

X. AMENDMENT

If circumstances arise under which an amendment to or modification of this Restriction would be appropriate, Grantor and Grantee may jointly amend this Restriction; provided that no amendment shall be allowed that will affect the qualification of this Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31-33 of Chapter 184 of the General laws of Massachusetts. Any amendments to this Restriction shall occur only in exceptional circumstances. The Grantee will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation value. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes of this Restriction, shall not affect its perpetual duration, shall be approved by the Secretary of Energy and Environmental Affairs and if applicable, shall comply with the provisions of Art. 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements.

Any amendment shall be recorded in the Middlesex South District and Norfolk Registries of Deed.

XI. EFFECTIVE DATE

This Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative Approvals required by Section 32 of Chapter 184 of the General Laws have been obtained, and it has been recorded in a timely manner in the Middlesex South District and Norfolk Registries of Deed.

XII. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: Morgan Palmer
c/o Arnold W. Hunnewell, Jr.
50 Congress Street; Suite 925
Boston, MA 02109

To Grantee: The Trustees of Reservations
572 Essex Street
Beverly, MA 01915

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

XIII. GENERAL PROVISIONS

A. Controlling Law

The interpretation and performance of this Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

B. Liberal Construction

Any general rule of construction to the contrary notwithstanding, this Restriction shall be liberally construed in favor of the grant to effect the purpose of this Restriction and the policy and purposes of Massachusetts General Laws Chapter 184, Sections 31-33. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purpose of this Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability

If any provision of this Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provision of this Restriction shall not be affected thereby.

D. Entire Agreement

This instrument sets forth the entire agreement of the parties with respect to this Restriction and supersedes all prior discussions, negotiations, understandings or agreements relating to the Restriction, all of which are merged herein.

XIV. MISCELLANEOUS

A. Pre-existing Public Rights. Approval of this Restriction pursuant to M.G.L. Chapter 184, Section 32 by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Restricted Area, and any such pre-existing rights of the public, if any, are not affected by the granting of this Restriction. For the avoidance of doubt, this Restriction does not create or grant any rights in favor of the public or any third party to access the Restricted Area or any other portion of the Property.

B. Homestead

The Grantor attests that there is a residence on or abutting the Restricted Area (including exclusions) that is occupied or is intended to be occupied as a principal residence by a spouse, former spouse, or children of the Grantor, on or abutting the Restricted Area, who have signed and notarized a separate release and subordination of their homestead rights to this Restriction, which will be recorded herewith.

C. Attached hereto and incorporated herein by reference are the following:

Signature pages: Grantor, Grantee, Town of Natick, Town of Wellesley, Executive Office of Energy and Environmental Affairs, Exhibit A, Exhibit B.

No documentary stamps are required, as this Restriction is a gift.

Executed under seal this _____ day of _____, 2016.

Morgan Palmer

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On this ____ day of _____, 20__, before me, the undersigned notary public, personally appeared Morgan Palmer, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public

My commission expires:

ACCEPTANCE OF GRANT

The above Restriction is accepted this _____ day of _____, 20__.

THE TRUSTEES OF RESERVATIONS

By _____

Its _____

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

_____, 20__

On this ____ day of _____, 200_, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose, and that they are authorized to do so on behalf of the Corporation.

Notary Public

My commission expires:

APPROVAL OF SELECTMEN

We, the undersigned, being a majority of the Selectmen of the Town of Natick, Massachusetts, hereby certify that at a meeting duly held on _____, 20__ the Selectmen voted to approve the foregoing Restriction to The Trustees of Reservations pursuant to M.G.L. Chapter 184, Section 32.

Selectmen

COMMONWEALTH OF MASSACHUSETTS

_____, SS.

_____, 20__

On this _____ day of _____, 200_, before me, the undersigned notary public,
personally appeared _____, _____,
_____, _____, and
_____, proved to me through satisfactory evidence of identification, which
was _____, to be the persons whose names are signed on the
preceding or attached document, and acknowledged to me that they signed it voluntarily for its
stated purpose.

Notary Public

My commission expires:

APPROVAL OF SELECTMEN

We, the undersigned, being a majority of the Selectmen of the Town of Wellesley, Massachusetts, hereby certify that at a meeting duly held on _____, 20__ the Selectmen voted to approve the foregoing Restriction to The Trustees of Reservations pursuant to M.G.L. Chapter 184, Section 32.

Selectmen

COMMONWEALTH OF MASSACHUSETTS

_____, SS.

_____, 20____

On this ____ day of _____, 200_, before me, the undersigned notary public,
personally appeared _____, _____,
_____, _____, and
_____, proved to me through satisfactory evidence of identification, which
was _____, to be the persons whose names are signed on the
preceding or attached document, and acknowledged to me that they signed it voluntarily for its
stated purpose.

Notary Public

My commission expires:

APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS

COMMONWEALTH OF MASSACHUSETTS

The undersigned, Secretary of the Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Restriction to The Trustees of Reservations has been approved in the public interest pursuant to M.G.L. Chapter 184, Section 32.

Date: _____, 20__

Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

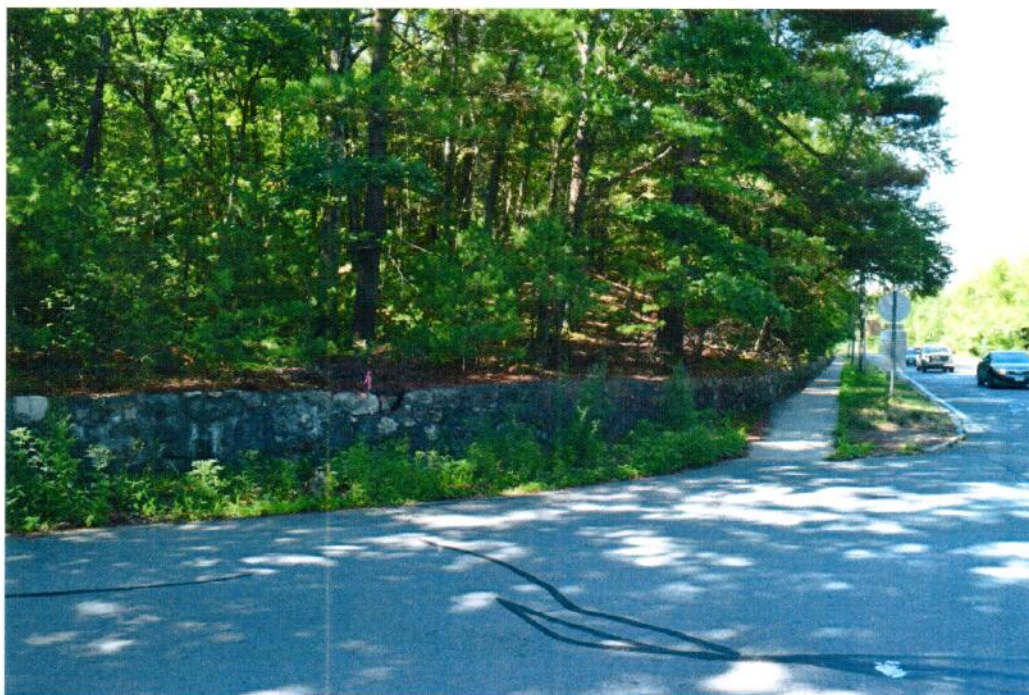
_____, 20__

On this ____ day of _____, 200_, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

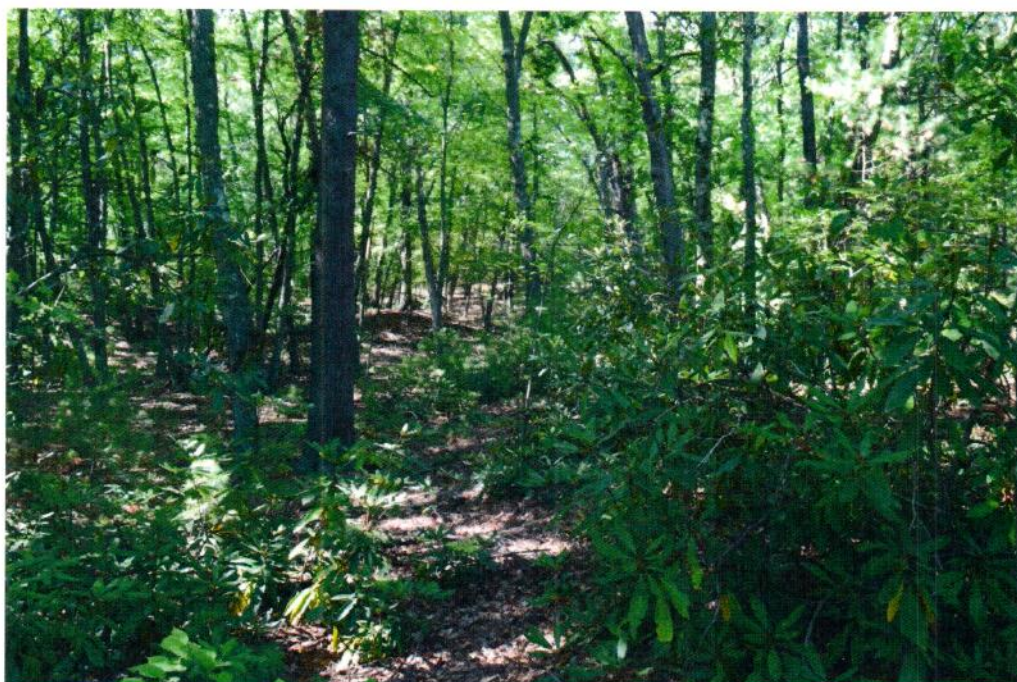
Notary Public

My commission expires:

Morgan Palmer CR Photos
Natick/Wellesley



View looking west along East Central Street (Route 135)



Interior view looking south from Pond Street

Morgan Palmer CR Photos—cont.



Looking north along Pond Road



View looking north from Driveway (Lot8)

Morgan Palmer CR Photos—cont.



Interior view looking east toward Pond Road



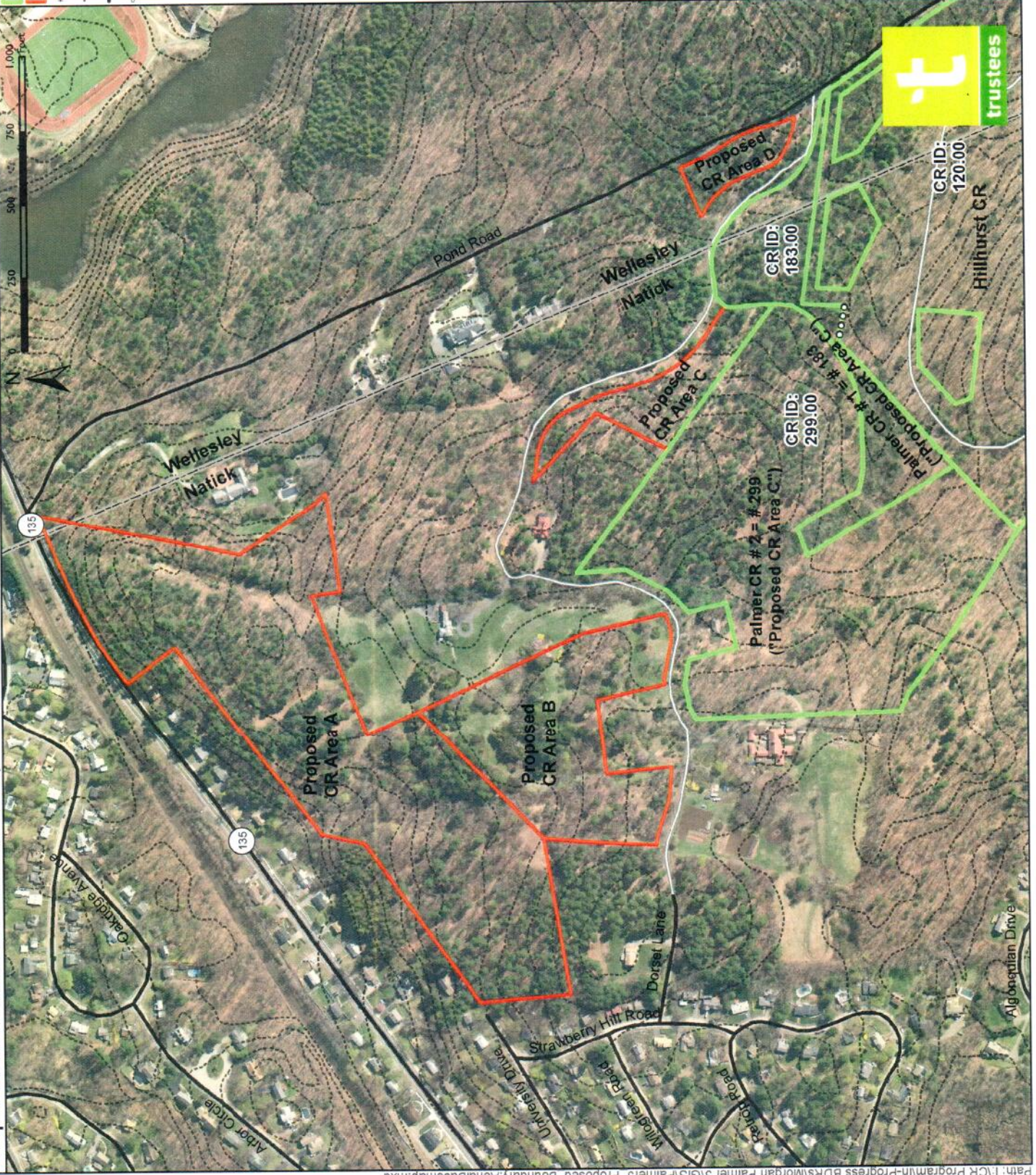
View looking north toward East Central Street

Proposed Conservation Restriction Aerial Map - Morgan Palmer CR # 3 - Natick & Wellesley, MA

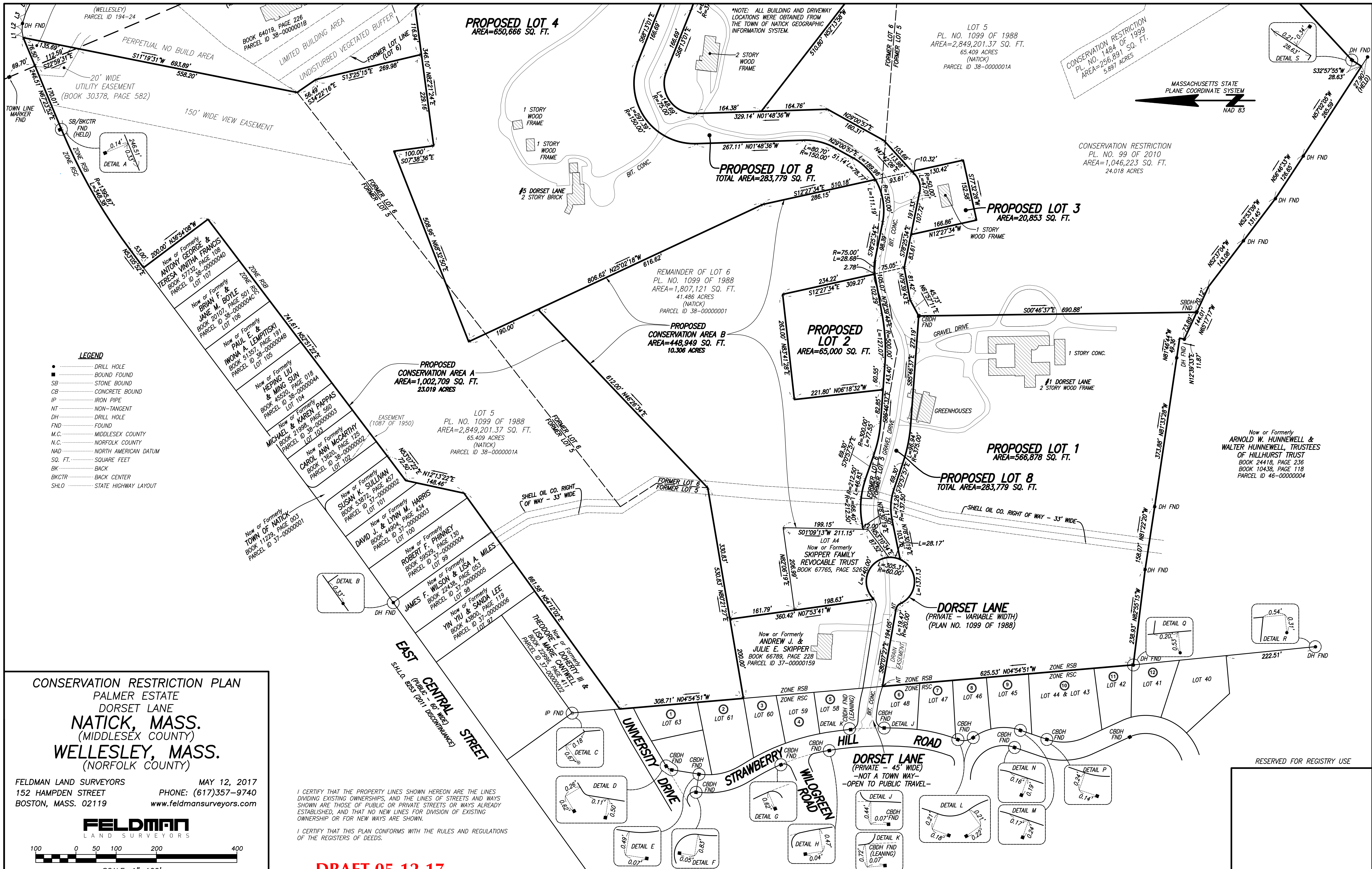
LEGEND

- Existing CR Boundary
- Proposed Palmer # 3 CR
- Town Boundary
- Contour (10 ft)
- Road
- Driveway

Path: I:\CR Program\In-Progress BDRs\Morgan Palmer 3\GIS\Palmer3 Proposed Boundary AerialBaseMap.mxd



2013 Aerial Photography
provided by MassGIS.
CR boundaries by The
Trustees of Reservations,
as shown on CR Plan,
Palmer Estate, Dorset Ln,
Feldman Land Surveyors,
August 5, 2016.



CONSERVATION RESTRICTION PLAN
PALMER ESTATE
DORSET LANE
NATICK, MASS.
(MIDDLESEX COUNTY)
WELLESLEY, MASS.
(NORFOLK COUNTY)

FELDMAN LAND SURVEYORS

MAY 12, 2017
152 HAMPDEN STREET
BOSTON, MASS. 02119

PHONE: (617)357-9740
www.feldmansurveyors.com

1000
050100200

SCALE: 1"=100'

RESEARCH JPT	FIELD CHIEF JF	PROJ MGR PRF	APPROVED	SHEET NO. 1 OF 2
CALC RDN/JPT	CADD RDN/JPT	FIELD CHECKED	CRD FILE 13817	JOB NO. 13817

FILENAME: S:\PROJECTS\13800a\13817\DWG\13817-CR.dwg

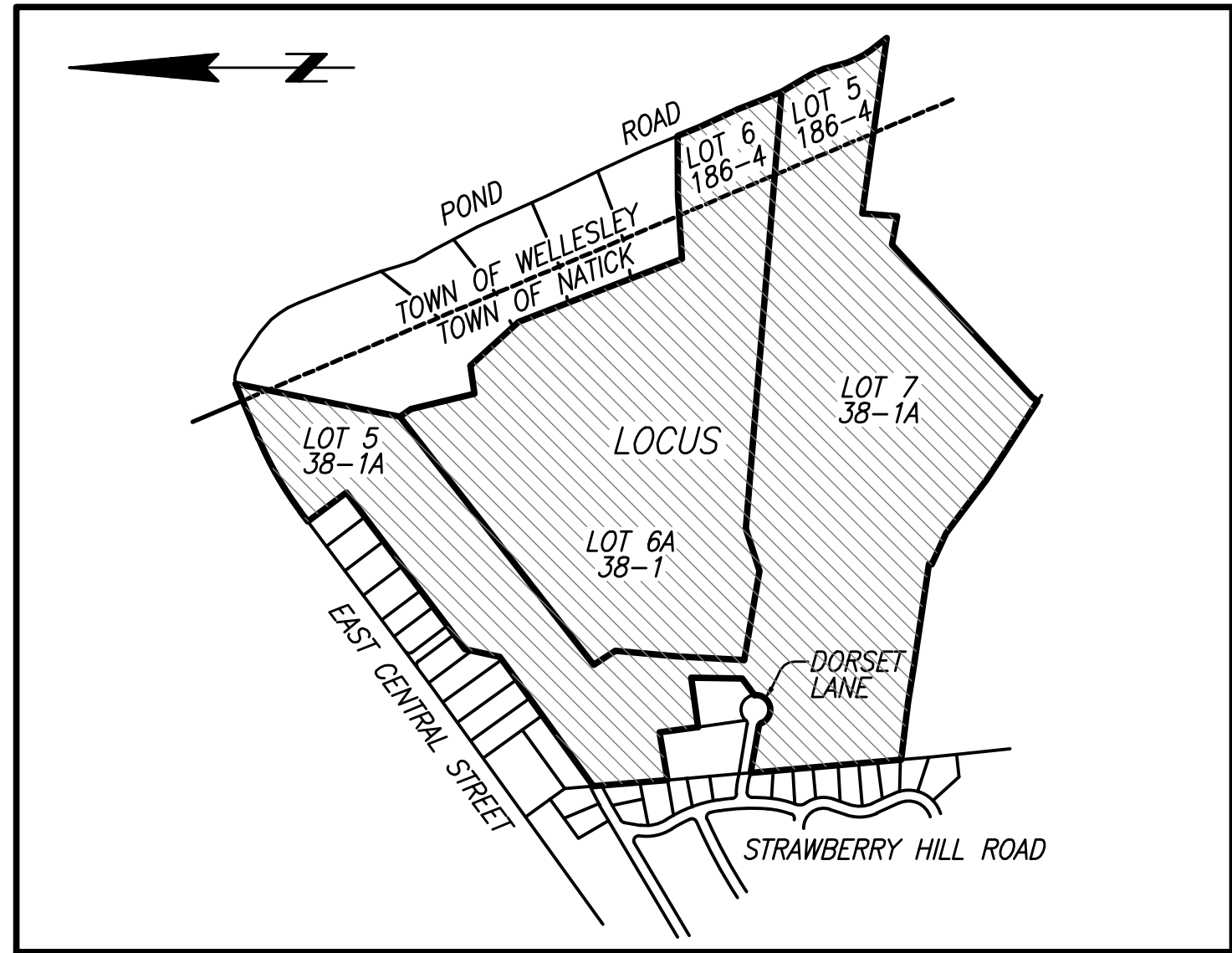
I CERTIFY THAT THE PROPERTY LINES SHOWN HEREON ARE THE LINES DIVIDING EXISTING OWNERSHIPS, AND THE LINES OF STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.

I CERTIFY THAT THIS PLAN CONFORMS WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS.

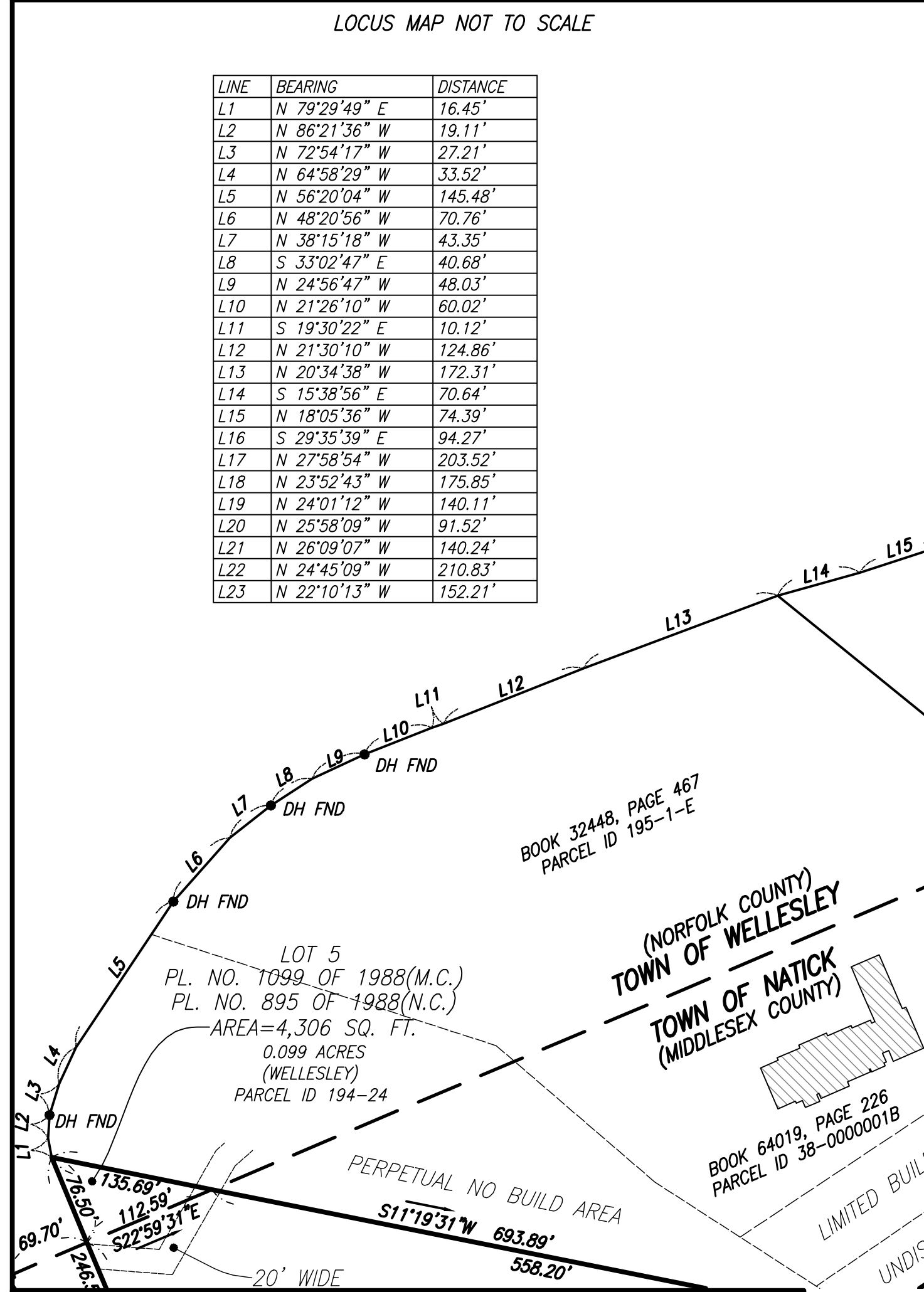
DRAFT 05-12-17

PAUL R. FOLEY, PLS (MA# 48355) DATE

RESERVED FOR REGISTRY USE



LINE	BEARING	DISTANCE
L1	N 79°29'49" E	16.45'
L2	N 86°21'36" W	19.11'
L3	N 72°54'17" W	27.21'
L4	N 64°58'29" W	33.52'
L5	N 56°20'04" W	145.48'
L6	N 48°20'56" W	70.76'
L7	N 38°15'18" W	43.35'
L8	S 33°02'47" E	40.68'
L9	N 24°56'47" W	48.03'
L10	N 21°26'10" W	60.02'
L11	S 19°30'22" E	10.12'
L12	N 21°30'10" W	124.86'
L13	N 20°34'38" W	172.31'
L14	S 15°38'56" E	70.64'
L15	N 18°05'36" W	74.39'
L16	S 29°35'39" E	94.27'
L17	N 27°58'54" W	203.52'
L18	N 23°52'43" W	175.85'
L19	N 24°01'12" W	140.11'
L20	N 25°58'09" W	91.52'
L21	N 26°09'07" W	140.24'
L22	N 24°45'09" W	210.83'
L23	N 22°10'13" W	152.21'



CONSERVATION RESTRICTION PLAN

PALMER ESTATE

DORSET LANE

NATICK, MASS.

(MIDDLESEX COUNTY)

WELLESLEY, MASS.

(NORFOLK COUNTY)

FELDMAN LAND SURVEYORS

152 HAMPDEN STREET

BOSTON, MASS. 02119

MAY 12, 2017

PHONE: (617)357-9740

www.feldmansurveyors.com

FELDMAN

LAND SURVEYORS

100

0

50

100

200

400

SCALE: 1"=100'

RESEARCH JPT	FIELD CHIEF JF	PROJ MGR PRF	APPROVED	SHEET NO. 2 OF 2
CALC RDN/JPT	CADD RDN/JPT	FIELD CHECKED	CRD FILE 13817	JOB NO. 13817

FILENAME: S:\PROJECTS\13800s\13817\DWG\13817-CR.dwg

REFERENCES

MIDDLESEX COUNTY REGISTRY OF DEEDS
BOOK 13620 PAGE 125
BOOK 18591 PAGE 028
BOOK 19276 PAGE 588
BOOK 19276 PAGE 617
BOOK 19367 PAGE 417
BOOK 19367 PAGE 427
BOOK 20107 PAGE 501
BOOK 21998 PAGE 560
BOOK 22438 PAGE 053
BOOK 22996 PAGE 411
BOOK 25386 PAGE 302
BOOK 26301 PAGE 416
BOOK 27601 PAGE 571
BOOK 28311 PAGE 533
BOOK 30378 PAGE 580
BOOK 30378 PAGE 586
BOOK 30536 PAGE 298
BOOK 31013 PAGE 607
BOOK 33460 PAGE 131
BOOK 35594 PAGE 399
BOOK 42254 PAGE 397
BOOK 43900 PAGE 119
BOOK 44559 PAGE 376
BOOK 44904 PAGE 434
BOOK 45520 PAGE 018
BOOK 45890 PAGE 054
BOOK 49204 PAGE 575
BOOK 51357 PAGE 191
BOOK 53872 PAGE 457
BOOK 54276 PAGE 161
BOOK 54402 PAGE 598
BOOK 55465 PAGE 243
BOOK 57510 PAGE 471
BOOK 57732 PAGE 108
BOOK 59542 PAGE 249

REFERENCES (CONTINUED)

MIDDLESEX COUNTY REGISTRY OF DEEDS
PLAN NO. 1845 OF 1949
PLAN NO. 1086 OF 1950
PLAN NO. 1087 OF 1950
PLAN NO. 1961 OF 1955
PLAN NO. 1099 OF 1988
PLAN NO. 0321 OF 1989
PLAN NO. 1128 OF 1989
PLAN NO. 1074 OF 1992
PLAN NO. 1238 OF 1998
PLAN NO. 1484 OF 1999
PLAN NO. 0099 OF 2010
NORFOLK COUNTY REGISTRY OF DEEDS
PLAN NO. 895 OF 1988
PLAN NO. 870 OF 1999
TOWN OF NATICK ENGINEERING DEPARTMENT
UNRECORDED PLAN ENTITLED "SUBDIVISION OF LAND IN NATICK, MA," PREPARED BY HERITAGE ASSOCIATES HAVING A DATE OF 6-19-1987 AND A DRAWING NUMBER OF 87-225.
MASSACHUSETTS HIGHWAY DEPARTMENT
SHLO 8253

ABUTTERS' LIST (FROM SHEET 1 OF 2)

- Now or Formerly NATHAN DOHM & JENNIFER HEALEY BOOK 33460, PAGE 131 PARCEL ID 37-00000023
- Now or Formerly ERIC D. & ELIZABETH J. BERMAN BOOK 54402, PAGE 596 PARCEL ID 37-00000025
- Now or Formerly HYUN CHUNG UHM & PAUL S. KANG BOOK 44559, PAGE 376 PARCEL ID 37-00000026
- Now or Formerly CHAD F. & KELLY J. GRILLER BOOK 64118, PAGE 431 PARCEL ID 37-00000027
- Now or Formerly PAUL & MELISSA STEPHENS BOOK 55465, PAGE 243 PARCEL ID 37-00000028
- Now or Formerly STEPHEN F. & SANDRA VOGEL BOOK 39272, PAGE 296 PARCEL ID 37-00000030
- Now or Formerly TIMOTHY P. & JANE A. ROSE BOOK 27601, PAGE 571 PARCEL ID 37-00000031
- Now or Formerly KATALIN POPOVICI & MARIUS BONACIU BOOK 57510, PAGE 471 PARCEL ID 37-00000032
- Now or Formerly DENNIS & MAURA S. GAUGHAN BOOK 30536, PAGE 298 PARCEL ID 37-00000033
- Now or Formerly JASON T. & ELIZABETH F. MAZZOLA BOOK 64194, PAGE 577 PARCEL ID 45-00000063
- Now or Formerly PAUL C. & LINDA M. SULLIVAN BOOK 26301, PAGE 416 PARCEL ID 45-00000064
- Now or Formerly RICHARD M. BOWER & ELENA ANN DEOLLOQUI BOOK 18159, PAGE 028 PARCEL ID 45-00000065

DRAFT 05-12-17

PAUL R. FOLEY, PLS (MA# 48355)

DATE

LOCUS VESTING DEEDS

MIDDLESEX COUNTY REGISTRY OF DEEDS

OWNERSHIP RESIDES WITH MORGAN PALMER VIA A WILL BY MARY PALMER, DOCKET NUMBER 95P 3123 EP.

BOOK 6579, PAGE 152; BOOK 6579, PAGE 161; BOOK 6583, PAGE 522; BOOK 6675, PAGE 196; BOOK 6755, PAGE 505, BOOK 6880, PAGE 464; BOOK 6929, PAGE 211; BOOK 7089, PAGE 203; BOOK 19276, PAGE 588; BOOK 19276, PAGE 617; BOOK 19367, PAGE 417; AND BOOK 19367, PAGE 427.

NORFOLK COUNTY REGISTRY OF DEEDS

BOOK 2344, PAGE 337; BOOK 2344, PAGE 338; BOOK 2344, PAGE 341; BOOK 2344, PAGE 332; BOOK 2375, PAGE 134; BOOK 2436, PAGE 324; BOOK 2480, PAGE 310; BOOK 2480, PAGE 311; BOOK 2579, PAGE 308; BOOK 2600, PAGE 21; BOOK 2705, PAGE 199, BOOK 8071, PAGE 317, BOOK 8071, PAGE 342; BOOK 8112, PAGE 590; AND BOOK 8112, PAGE 600.

LEGEND

- DRILL HOLE
- BOUND FOUND
- STONE BOUND
- CONCRETE BOUND
- IRON PIPE
- NON-TANGENT
- DRILL HOLE
- FOUND
- MIDDLESEX COUNTY
- NORFOLK COUNTY
- NORTH AMERICAN DATUM
- SQ. FT.
- SQUARE FEET
- BACK
- BACK CENTER
- STATE HIGHWAY LAYOUT

Natick Conservation Commission
March 2, 2017

The Meeting was called to order at 7:00 by Chairman, Matthew Gardner. Members present: Acting Chairman, Doug Shepard, George Bain, Jeff Richards, Brian Colleran, Mike Downey, Kathy Rehl

Discussion

Conservation Restriction – Off Strawberry Hill Road/Dorset Drive

Trustees of the Reservation (Morgan's Land lots are already restricted. Trustees will hold and manage the Conservation Restriction. There are private restrictions that will require Selectmen's approval. Conservation Commission will vote to recommend their support to Selectmen.

1. Benefits of Conservation Restriction that Commission signs.
2. Letter to Board of Selectmen

Kathy Rehl – representing upper Charles River Trust. It will stay in family, but is permanently protected.

Mr. Colleran asked if there is something in easement to protect existing trails. Yes, current ownership needs to maintain roads and trails. If public, would have more access.

It's classified 61B and will maintain that classification.

Mr. Gardner asked for a motion to sign document and express support to Board of Selectmen, George Bain moved, Brian Colleran seconded, all in favor 7-0.

1 Arbor Circle

Robert Libin, homeowner, shares a pit area with neighbor. He saw a large tree hanging over the pit area and it poses a hazard of dropping. He contacted a tree company to remove a total of five trees.

Commissioners, Kathy Rehl, George Bain and Mike Downey visited the site and all agreed the trees should be removed. They questioned if the area was in fact jurisdictional. There is a culvert that runs from pit to other side of pit, but didn't see water in culvert pipe.

Mr. Libin said there was a Determination issued to his property in 1997 for landscaping. Is

here to remove the trees for safety. Mr. Gardner stated that safety is an immediate concern.

Does Mr. Libin own the tree that poses the hazard? The town has an easement for a pipe, but tree is on higher ground.

Kathy Rehl agreed the tree is a safety issue and feels it's a nonfunctioning culvert and not a wetlands issue.

Mr. Gardner recommended that Art Goodhind, Tree Warden, confirm the ownership of tree and is it a public share tree. Mr. Libin is willing to pay for all the trees to be removed, even the one that is potentially on town property.

Mr. Libin has no intention of filling the pit in the future.

Once Mr. Goodhind gives status of tree ownership, Commission said to remove all the dead trees.

Certificate of Compliance continuation - 14 Connecticut Avenue

The approved plan didn't show steps that were already there. Mr. Hernandez was asked to find evidence that was not on the approved plan, but is on the as built. Pictures were presented showing steps were there before work was done. It's something the Commission would have approved.

Matt Gardner will visit the property Saturday. The Commission agreed to issue a Certificate of Compliance this evening and will issue Monday.

Mr. Gardner asked for a motion to issue a Certificate of Compliance, George Bain moved, Jeff Richards seconded, all in favor 7-0.

Request for Determination continuation – 36 Farm Hill Road

Applicant was not aware of importance of wetlands. He would like to remove five trees close to his house; two are leaning toward house.

Commission agreed to a site visit on Friday, March 3rd.

Mr. Gardner asked or a motion to continue to March 16th, George Bain moved, Jeff Richards seconded, all in favor 7-0.

Request for Determination – 45 Eliot Hill Road

Matthew Gardner read public hearing notice. The proposal is to remove several trees along edge of lawn that show evidence of rot. Proximity within 100 feet. The trees have been marked.

Mr. Downey stated that the state would like to know if there is Ash Boor in the tree. Also, concerned with damage on driveway with a crane.

Commission agreed to a site visit March 3rd.

Mr. Gardner asked for a motion to continue to March 16th, George Bain moved, Jeff Richards seconded, all in favor 7-0.

Notice of Intent continuation – 2 South Street

Ken Soderholm, carpenter, and Mark Arnold from Goddard gave presentation with revised plans. Only dealing with patios, walkways and hardscape. Adding small gazebo. The edge of the lawn is eroding along the riverbank. The existing in ground pool will be removed and reduced in size. 1900 sf of lawn converted to natural habitat. Will remove two dead trees. All the non revegetation work will be out of the 40 ft setback.

Onsite materials will be use to put in pool void. An alternative analysis is not required; it's exempt.

Kathy Rehl recommended to change a couple of plantings that will be more sustainable.

Commission is comfortable with plan.

Mr. Gardner asked for a motion to close, Kathy Rehl moved, George Bain seconded, all in favor 7-0.

Mr. Gardner asked for a motion to issue Standard Order of Conditions with two special conditions;

1. Stockpiling outside of 50 ft per River Protection Act.
2. Erosion control blanket/materials should not be sourced outside of United States.

Mr. Bain moved, Mr. Colleran seconded, all in favor 7-0.

Emergency Certification – Cottage Street/Sanctuary

Mr. Gardner asked for a motion to issue an Emergency Certification for removal of a Beaver Dam blocking the culvert under Sanctuary Blvd and Cottage Street, Kathy Rehl moved, Brian Colleran seconded, all in favor 7-0.

Minutes

February 2nd

Mr. Gardner asked for a motion to approve February 2nd minutes, Kathy Rehl moved, George Bain seconded, all in favor 7-0.

Sunshine Sign Co - \$580

Mr. Gardner asked for a motion to order two pet waste signs from Sunshine Sign, Kathy Rehl moved, Brian Colleran seconded, all in favor 7-0.

Meeting adjourned 9:30.



Patricia O'Neil <poneil@natickma.org>

Fwd: Morgan Palmer

2 messages

Victoria Parsons <vparsons@natickma.org>
To: Patricia O'Neil <poneil@natickma.org>

Thu, Apr 5, 2018 at 3:14 PM

Hi,

I read through this and Martin (Open Space Advisory Committee Chair) provides some information that may be helpful.

----- Forwarded message -----

From: **Martin Kessel** <Martin@thekessels.org>
Date: Thu, Apr 5, 2018 at 3:08 PM
Subject: RE: Morgan Palmer
To: Victoria Parsons <vparsons@natickma.org>, Kathy Rehl <kathy@rehlgardens.com>

Victoria,

It's good to see this is finally happening after several years of discussion!

I've seen lots of CR documents as filed with the Registrar of Deeds, but I hadn't previously seen a "Municipal Certification" document (the one that the ConCom approved last year). Apparently it's part of the process, and some of the paragraphs have been copied from that document into the CR document itself (which is attached to your other e-mail).

I recalled that the ConCom had to sign the actual CR document, but looking back at some older CRs, that is not the case. Only the Board of Selectmen signs. (The ConCom signed the CR for Pegan Hill, but that was because they were the actual holder of the CR; here The Trustees is the holder.)

The CR document itself refers to an Exhibit A that describes the property, but I can't find Exhibit A. This page usually gives the total acres for the CR and then refers to a map for the actual boundaries (rather crucial pieces of information). We do have the map itself, and from it, I've calculated that 35.10 acres of the CR is within Natick and 1.16 acres in Wellesley. This is a bit *more* than the 33.362 acres mentioned in the "Municipal Certification" document.

The area under CR is broken up a bit, mostly by the road and existing buildings. I'm assuming it's as contiguous as possible, which, of course, is what we want. In any case, when combined with the numerous other CRs donated by the Hunnewell family over the years, this land completes a continuous protected area that now stretches from the Charles River all the way up to Route 135.

Martin Kessel

Martin@TheKessels.org

43 Water Street

Natick, MA 01760

Home phone: 508-653-5083

Cell phone: 508-254-6703

From: Victoria Parsons [mailto:vparsons@natickma.org]

Sent: Thursday, April 05, 2018 11:10 AM

To: Kathy Rehl <kathy@rehlgardens.com>

Cc: Martin@thekessels.org

Subject: Re: Morgan Palmer

Hi,

I wanted to re-visit this. Looking through these e-mails the reason I do not remember it is because I was not at the meeting where this was discussed with the Commission. Tom Hunnewell has contacted the Board of Selectman and asked them to approve a CR on 5 Dorsett Lane on behalf of Morgan Palmer. He says everything is in order with the Conservation Commission. I see the attached document but as I see from these e-mails there was no other documents that followed the document attached. Does anyone have any other information on this or remember anything else? If is indeed "all set" with respect to the Natick Conservation Commission? If it is I will just let the Selectman know they are all set and if they need a letter from me I will just reiterate the minutes in summary.

From the minutes I see:

"

Conservation Restriction – Off Strawberry Hill Road/Dorset Drive

Trustees of the Reservation (Morgan's Land lots are already restricted. Trustees will hold and manage the Conservation Restriction. There are private restrictions that will require Selectmen's approval. Conservation Commission will vote to recommend their support to Selectmen.

1. Benefits of Conservation Restriction that Commission signs.
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Kathy Rehl – representing upper Charles River Trust. It will stay in family, but is permanently protected.

Mr. Colleran asked if there is something in easement to protect existing trails. Yes, current ownership needs to maintain roads and trails. If public, would have more access.

It's classified 61B and will maintain that classification.

Mr. Gardner asked for a motion to sign document and express support to Board of Selectmen, George Bain moved, Brian Colleran seconded, all in favor 7-0."

I do not believe any letter was sent from our office to the BOS. I wasn't at the meeting so that is probably where the disconnect was.

Patricia O'Neil <poneil@natickma.org>
To: Victoria Parsons <vparsons@natickma.org>

Thu, Apr 5, 2018 at 3:21 PM

Great -- this is very useful -- helps a lot. Thanks very much.

[Quoted text hidden]

--

Trish O'Neil
Executive Assistant
Town of Natick
13 East Central Street
Natick, MA 01760
P: 508-647-6410
F: 508-647-6401
poneil@natickma.gov
www.natickma.gov

MUNICIPAL CERTIFICATION

(We) the undersigned Natural Resource Commission of the Town of Wellesley, and the Conservation Commission of the Town of Natick (the certifiers) hereby certify that the proposed conservation restriction to the Trustees of Reservations is in the public interest in that:

- The Restricted Area contains approximately 33.362 acres of wooded upland, open meadow, and deciduous wooded swamp and is a significant natural area which qualifies as a "...relatively natural habitat of fish, wildlife, or plants, or similar ecosystem," as that phrase is used in P.L. 96-541, 26 USC170(h)(4)(A)(ii), as amended, and in regulations promulgated thereunder;
- The Restricted Area is located within a "Noteworthy Landscape" as identified in the 1982 Massachusetts Landscape Inventory Report, compiled by the Massachusetts Department of Environmental Management; protection of the Restricted Area qualifies as "the preservation of open space (including farmland and forest land) where such preservation is for the scenic enjoyment of the general public" as that phrase is used in P.L. 96-541, 26 USC170(h)(4)(A)(iii)(I), as amended, and in regulations promulgated thereunder;
- According to the Massachusetts Natural Heritage and Endangered Species Program, the Restricted Area contains approximately 0.365 acres of Deciduous Wooded Swamp; 0.20 acres of Shallow Marsh, Meadow or Fen, wetland and an approximately ½ acre Potential Vernal Pool;
- The Property is included in the National Register of Historic Places as part of the "Hunnewell Estates Historic District" by protecting the scenic qualities of the Restricted Area both its historic landscape and historic setting will be preserved, which qualifies as the "...the preservation of an historically important land area or a certified historic structure" as that phrase is used in P.L. 96-541, 26 USC 170(h)(4)(A)(iv), as amended, and in regulations promulgated thereunder;
- The Property abuts or is proximate to 13 additional perpetual conservation restrictions held by Grantee on land within the Hunnewell Estates Historic District, encumbering in the aggregate 166.6 acres; the protection of the Property therefore expands and enhances an existing well-established conservation area;
- The protection of the Restricted Area via a Conservation Restriction is consistent with and advances the goals of the Town of Wellesley's current Open Space and Recreation Plan, specifically Goal 1: Preserve open space for habitat protection and enhancement of community character; Objective E: Continue to protect and enhance open space in Wellesley: Continue to identify important open space properties and work with property owners to obtain conservation restrictions;
- The protection of the Restricted Area via a Conservation Restriction is consistent with and advances the goals of the Town of Natick's current Open Space and Recreation Plan, specifically Goal 1: Protect Natick's open spaces, including lakes, rivers, streams, woodlands, farms and parks that can be enjoyed by future generations: Objective 1A Protect privately held open space through acquisition, conservation restrictions, easements, and other means; 1F, prioritize areas that enhance existing open spaces, by creating larger contiguous parcels or connecting existing open space, neighborhoods, trail or wildlife corridors; areas of historic significance; and
- The entirety of the wooded portion of the Restricted Area is mapped as Prime Forest 3 by the University of Massachusetts Department of Natural Resources Conservation.

Wellesley Natural Resources Commission

Juan E. Sanphar
Hildi Kost-Gross
Jim McOlney
Raeia C. McManus
Stephen Murphy
Doyel Shepard

Date: 2/28/2017

Natick Conservation Commission

Hart
Brian Allen
Chris Barr
William O'Connell
Mike A

Date: _____

Grantor: Arnold W. Hunnewell, Jr., personal representative of the Estate of Morgan Palmer (Middlesex County Probate Court Docket No. MI17P5310EA)

Grantee: The Trustees of Reservations

Address of Restricted Area: Off Dorset Lane, Natick & Wellesley

For Grantor's title see: Multiple Deeds, Middlesex & Norfolk County Registries of Deed, as described in Exhibit A.

CONSERVATION RESTRICTION

Arnold W. Hunnewell, Jr., personal representative of the Estate of Morgan Palmer (Middlesex County Probate Court Docket No. MI17P5310EA, his permitted successors and assigns, (the "Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grants with quitclaim covenants to The Trustees of Reservations, a Massachusetts charitable corporation established under Chapter 352 of the Acts of 1891, its permitted successors and assigns (the "Grantee"), for nominal consideration, in perpetuity and exclusively for conservation purposes, the following Conservation Restriction ("Restriction") on land owned by Grantor (the "Property") located in Natick and Wellesley. The Restriction provided for herein applies to a portion of the Property, which portion is referred to herein as the "Restricted Area" and is shown on the plan referred to below in this paragraph as Proposed Conservation Areas A (23.019 acres), B (9.958 acres) and C (2.994 acres). The Property and the Restricted Area are shown on a plan recorded herewith in the Middlesex and Norfolk County Registries of Deeds, by Feldman Land Surveyors, dated August 31, 2017, entitled "Conservation Restriction Plan, Palmer Estate, Dorset Lane, Natick, Mass, (Middlesex County), Wellesley, Mass, (Norfolk County), hereinafter (the "Plan"). A reduced copy of Sheet 1 of the Plan is attached hereto as Exhibit B., and a reduced copy of Sheet 2 of the Plan is attached as Exhibit C. For Grantee's title to the Property, see Exhibit A.

I. PURPOSES:

This Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the General Laws and otherwise by law. The purpose of this Restriction is to assure that the Restricted Area will be maintained in perpetuity for conservation purposes, in a natural, scenic and undeveloped condition, and to prevent any use or change that would

materially impair or interfere with its conservation and preservation values (“conservation values”).

The conservation values include the following:

- **Open Space Preservation.** The Restricted Area contains approximately 33.362 acres of wooded upland, open meadow, and deciduous wooded swamp and is a significant natural area which qualifies as a “...relatively natural habitat of fish, wildlife, or plants, or similar ecosystem,” as that phrase is used in P.L. 96-541, 26 USC170(h)(4)(A)(ii), as amended, and in regulations promulgated thereunder.
- **Scenic Protection.** The Restricted Area is located within a “Noteworthy Landscape” as identified in the 1982 Massachusetts Landscape Inventory Report, compiled by the Massachusetts Department of Environmental Management; protection of the Restricted Area qualifies as “the preservation of open space (including farmland and forest land) where such preservation is for the scenic enjoyment of the general public” as that phrase is used in P.L. 96-541, 26 USC170(h)(4)(A)(iii)(I), as amended, and in regulations promulgated thereunder.
- **Protection of Wildlife Habitat.** According to the Massachusetts Natural Heritage and Endangered Species Program, the Restricted Area contains approximately 0.365 acres of Deciduous Wooded Swamp; 0.20 acres of Shallow Marsh, Meadow or Fen, wetland and an approximately ½ acre Potential Vernal Pool.
- **Historic Preservation.** The Property is included in the National Register of Historic Places as part of the “Hunnewell Estates Historic District” by protecting the scenic qualities of the Restricted Area both its historic landscape and historic setting will be preserved, which qualifies as the “...the preservation of an historically important land area or a certified historic structure” as that phrase is used in P.L. 96-541, 26 USC 170(h)(4)(A)(iv), as amended, and in regulations promulgated thereunder.
- **Contiguous Open Space.** The Property abuts or is proximate to 13 additional perpetual conservation restrictions held by Grantee on land within the Hunnewell Estates Historic District, encumbering in the aggregate 166.6 acres; the protection of the Property therefore expands and enhances an existing well-established conservation area.
- **Conformity with Established Plans (Wellesley).** The protection of the Restricted Area via a Conservation Restriction is consistent with and advances the goals of the Town of Wellesley’s current Open Space and Recreation Plan, specifically Goal 1: Preserve open space for habitat protection and enhancement of community character; Objective E: Continue to protect and enhance open space in Wellesley: Continue to

identify important open space properties and work with property owners to obtain conservation restrictions.

- **Conformity with Established Plans (Natick).** The protection of the Restricted Area via a Conservation Restriction is consistent with and advances the goals of the Town of Natick's current Open Space and Recreation Plan, specifically Goal 1: Protect Natick's open spaces, including lakes, rivers, streams, woodlands, farms and parks that can be enjoyed by future generations: Objective 1A Protect privately held open space through acquisition, conservation restrictions, easements, and other means; 1F, prioritize areas that enhance existing open spaces, by creating larger contiguous parcels or connecting existing open space, neighborhoods, trail or wildlife corridors; areas of historic significance.
- **Forest Protection.** All of the wooded portion of the Restricted Area is mapped as Prime Forest 3 by the UMass Department of Natural Resources Conservation,

The conservation values of the Premises and the public benefits of this Conservation Restriction are described in more detail in a ***Baseline Documentation Report*** (BDR) to be kept on file at the office of Grantee, with a copy provided to the Grantor, and incorporated herein by this reference. Grantor and Grantee hereby acknowledge that this Report provides an accurate representation of the condition and the values of the Premises at the time of the granting of this Conservation Restriction and is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein. Notwithstanding the BDR, the parties may utilize any other evidence of the condition of the Premises at the time of this grant, should the BDR be unavailable or if it does not adequately address the issues presented.

II. PROHIBITED ACTS AND USES, EXCEPTIONS THERETO, AND PERMITTED USES

A. Prohibited Acts and Uses

Subject to the exceptions set forth herein, the Grantor will not perform or allow the following acts and uses which are prohibited on, above, and below the Restricted Area:

- (1) Constructing, placing or allowing to remain any temporary or permanent building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, sign, fence, billboard or other advertising display, antenna, utility pole, tower, conduit,

line or other temporary or permanent structure or facility on, above or under the Restricted Area;

(2) Mining, excavating, dredging or removing from the Restricted Area of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise make topographical changes to the area;

(3) Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever or the installation of underground storage tanks;

(4) Cutting, removing or otherwise destroying trees, grasses or other vegetation;

(5) Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, or archaeological conservation;

(6) Use, parking or storage of vehicles including motorcycles, mopeds, all-terrain vehicles, trail bikes, or any other motorized vehicles on the Restricted Area except for vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) in carrying out their official duties;

(7) Subdivision or conveyance of a part or portion of the Restricted Area (as compared to conveyance of the Restricted Area in its entirety which shall be permitted), and no portion of the Restricted Area may be used towards building or development requirements on this or any other parcel; provided, however, that any portion or portions of the Property may be subdivided in order to create separate buildable lots within the portion of the Property shown on the Plan as Proposed Lots 1 and Lots 3 through 8;

(8) The use of the Restricted Area for more than *de minimis* commercial recreation, business, residential or industrial use;

(9) The disruption, removal, or destruction of any stone walls, granite fence posts or town bounds on the Restricted Area;

(10) Any other use of the Restricted Area or activity thereon which is inconsistent with the purpose of this Restriction or which would materially impair its conservation values.

(11) The existence within Proposed Lot 1 of more than one residential dwelling structure, together with such outbuildings, sheds, garages or other improvements as are customary with respect to such permitted residence.

(12) The existence within Proposed Lot 2 of more than one residential dwelling structure, together with such outbuildings, sheds, garages or other improvements as are customary with respect to such permitted residence.

(13) The existence within Proposed Lot 6 of more than one residential dwelling structure, together with such outbuildings, sheds, garages or other improvements as are customary with respect to such permitted residence.

B. Reserved Rights and Exceptions

The Grantor reserves the right to conduct or permit the following activities and uses on the Restricted Area, but only if such uses and activities do not materially impair the conservation values or purposes of this Restriction:

(1) Recreational Activities. Fishing, boating, hunting, hiking, horseback riding, cross-country skiing and other non-motorized outdoor recreational activities that do not materially alter the landscape, do not degrade environmental quality, or do not involve more than minimal use for commercial recreational activities;

(2) Vegetation Management. A. In accordance with generally accepted forest management practices, selective minimal removal of brush, pruning and cutting to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the present condition of the Restricted Area, including vistas as documented in the Baseline Survey, woods roads, fence lines and trails and meadows; B. The harvesting of (i) trees to provide firewood or construction materials for use on the Restricted Area, including, without limitation, limited commercial timber production in accordance with a plan that is designed to protect the conservation values of the Restricted Area, including, without limitation, scenic and wildlife habitat values, prepared by a professional forester in accordance with the requirements of M.G.L. Chapter 61 and (ii) cultivation and harvesting of vegetation in accordance with M.G.L. Chapter 61A;

(3) Non-native or nuisance species. The removal of non-native or invasive species, the interplanting of native species, and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;

(4) Composting. The stockpiling and composting of stumps, trees and brush limbs and similar biodegradable materials originating on the Restricted Area, provided that such stockpiling and composting is in locations where the presence of such activities will not have a deleterious impact on the purposes (including scenic values) of this Restriction. No such activities will take place closer than one hundred (100) feet from any wetland, waterbody or stream. All exercise of this Reserved Right shall take into account sensitive areas and avoid harm to nesting species during nesting season;

(5) Wildlife Habitat Improvement. With the prior written permission of Grantee, measures designed to restore native biotic communities, or to maintain, enhance or

restore wildlife, wildlife habitat, or rare or endangered species including selective planting of native trees, shrubs and plant species;

(6) Archaeological Investigations. The conduct of archaeological activities, including without limitation survey, excavation and artifact retrieval, following submission of an archaeological field investigation plan and its approval in writing by Grantee and the State Archaeologist of the Massachusetts Historical Commission (or appropriate successor official);

(7) Trails. The use, construction, maintenance, marking, and clearing of trails for pedestrian and equestrian use, including, with prior written consent of the Grantee, as provided for herein, the construction, use, maintenance, repair and replacement of boardwalk trails or footbridges where such use is consistent with the purposes of this Restriction;

(8) Signs. The erection, maintenance and replacement of signs with respect to hunting, trespass, trail access, identity and address of the occupants, sale of the Restricted Area, the Grantee's interest in the Restricted Area (subject to Grantor's prior approval, which may be withheld in the Grantor's sole discretion), and the protected conservation values;

(9) Roads. The maintenance of presently existing roads located on the Restricted Area in their present condition or as reasonably necessary for the uses permitted herein, and, with the prior written permission of Grantee, the construction of new roads for such purposes;

(10) Use by non-profit for open space. The right of a qualified non-profit charitable organization (within the meaning of 501(c)(3) of the Internal Revenue Code, whose primary purposes include conservation purposes to use and maintain the Restricted Area as a public open space reservation for outdoor recreational and educational uses, should such use occur in the future, including limited, unenclosed and unpaved parking areas, access drives, minor recreational and educational structures including but not limited to signs, information kiosks, and other interpretive elements, and other provisions for visitation by the public, and subject to appropriate rules and regulations, and to provide suitable interpretation of the natural and cultural history of the Restricted Area and the surrounding area. Said right shall include the right to construct and maintain limited, unenclosed and unpaved parking area and structures appurtenant to public use, including but not limited to signs, information kiosks, and other interpretive elements, provided that such construction and maintenance does not otherwise have a deleterious impact on the conservation values of the Restricted Area. Such right shall

also include the right to use motorized vehicles as part of the routine maintenance of the property and for purposes of occasionally providing tours of the Restricted Area for physically impaired visitors, where such tours are supervised by staff of said qualified non-profit organization. Each of the foregoing may only be exercised upon and following the prior written approval of both the Grantee and the Grantor.

(11) Permits. The exercise of any right reserved by Grantor under this Paragraph B shall be in compliance with zoning, the Wetlands Protection Act, and all other applicable federal, state and local laws, rules, regulations, and permits. The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit should be issued.

(12) Inasmuch as this Restriction does not apply to Proposed Lots 1 through and including 8, the development, subdivision, conveyance or any other use of such portions of the Property (subject to paragraphs 11 – 13 of Section A above).

C. Notice and Approval. Whenever notice to or approval by Grantee is required, Grantor shall notify Grantee in writing not less than 60 days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this Restriction. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within 60 days of receipt of Grantor's request. Grantee's approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not materially impair the purposes of this Restriction.

Failure of Grantee to respond in writing within 60 days shall be deemed to constitute approval by Grantee of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after 60 days in the notice, the requested activity is not prohibited herein, and the activity will not materially impair the conservation values or purposes of this Restriction.

III. LEGAL REMEDIES OF THE GRANTEE

A. Legal and Injunctive Relief

The rights hereby granted shall include the right to enforce this Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Restricted Area to their condition prior to the time of the injury complained of (it being agreed that the Grantee will have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Restriction. Grantee agrees to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantee determines there is no ongoing diminution of the conservation values of the Restriction.

Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable counsel fees) incurred in enforcing this Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for such survey work as shall be reasonably necessary, and to have the boundaries permanently monumented.

B. Non-Waiver

Enforcement of the terms of this Restriction shall be at the discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

C. Disclaimer of Liability

By acceptance of this Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Restricted Area pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

D. Acts Beyond the Grantor's Control

Nothing contained in this Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Restricted Area resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Restricted Area resulting from such causes. In the event of any such occurrence, the Grantor and Grantee will cooperate in the restoration of the Restricted Area, if desirable and feasible.

IV. ACCESS

The Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Restricted Area upon reasonable notice and at reasonable times, for the purpose of inspecting the Restricted Area to determine compliance with or to enforce this Restriction. The Grantor also grants to the Grantee, after notice of a violation and failure of the Grantor to cure said violation, the right to enter the Restricted Area for the purpose of taking any and all actions with respect to the Restricted Area as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to perform a survey of boundary lines.

V. EXTINGUISHMENT

A. If circumstances arise in the future such as render the purpose of this Restriction impossible to accomplish, this restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Secretary of Energy and Environmental Affairs. If any change in conditions ever gives rise to extinguishment or other release of the Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Restricted Area, shall be entitled to a portion of the proceeds in accordance with paragraph B below, subject, however, to any applicable law which expressly provides for a different disposition of the proceeds. Grantee shall use its share of the proceeds in a manner consistent with the conservation purpose of this grant.

B. Proceeds. Grantor and Grantee agree that the donation of this Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Restriction bears to the value of the unrestricted property at that time. Such proportionate value of the Grantee's property right shall remain constant. Any proceeds will be distributed only after complying with the terms of any gift, grant, or other funding requirements.

C. Grantor/Grantee Cooperation Regarding Public Action

Whenever all or any part of the Restricted Area or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in accordance with paragraph V. B. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall

use its share of the proceeds like a continuing trust in a manner consistent with the conservation purposes of this grant.

VI. ASSIGNABILITY

A. Running of the Burden

The burdens of this Restriction shall run with the Restricted Area in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Restricted Area.

B. Execution of Instruments

The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Restriction; the Grantor, on behalf of herself and her successors and assigns, appoint the Grantee their attorney-in-fact to execute, acknowledge and deliver any such instruments on her behalf. Without limiting the foregoing, the Grantor and her successors and assigns agree themselves to execute any such instruments upon request.

C. Running of the Benefit

The benefits of this Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except in the following instances:

As a condition of any assignment, the Grantee shall require that the purpose of this Restriction continues to be carried out; that the Assignee is not an owner of the fee in the Property, and the Assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and is a donee eligible to receive this Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts. Any assignment will comply with article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VII. SUBSEQUENT TRANSFERS

The Grantor agrees to incorporate by reference the terms of this Restriction in any deed or other legal instrument by which he divests himself of any interest in all or a portion of the Restricted Area, including a leasehold interest and to notify the Grantee within 20 days of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Restriction. Any transfer will comply with article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

The Grantor shall not be liable for violations occurring after their ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this CR shall survive the transfer. Any new owner shall cooperate in the restoration of the Restricted Area or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

VIII. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within thirty (30) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance with any obligation of the Grantor contained in this Restriction.

IX. NON MERGER

The parties intend that any future acquisition of the Restricted Area shall not result in a merger of the Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Restricted Area without having first assigned this Restriction to a non-fee owner to ensure that merger does not occur and that this Restriction continues to be enforceable by a non-fee owner.

X. EFFECTIVE DATE

This Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative Approvals required by Section 32 of Chapter 184 of the General Laws have been obtained, and it has been recorded in a timely manner in the Middlesex South District and Norfolk Registries of Deed.

XI. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: The Cedars Trust
c/o Arnold W. Hunnewell, Jr., Trustee
Simonds, Winslow, Willis & Abbott
50 Congress Street; Suite 925
Boston, MA 02109

To Grantee: The Trustees of Reservations
200 High Street
Boston, MA 02110

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

XII. GENERAL PROVISIONS

A. Controlling Law

The interpretation and performance of this Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

B. Liberal Construction

Any general rule of construction to the contrary notwithstanding, this Restriction shall be liberally construed in favor of the grant to effect the purpose of this Restriction and the policy and purposes of Massachusetts General Laws Chapter 184, Sections 31-33. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purpose of this Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability

If any provision of this Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provision of this Restriction shall not be affected thereby.

D. Entire Agreement

This instrument sets forth the entire agreement of the parties with respect to this Restriction and supersedes all prior discussions, negotiations, understandings or agreements relating to the Restriction, all of which are merged herein.

XIII. MISCELLANEOUS

A. Pre-existing Public Rights. Approval of this Restriction pursuant to M.G.L. Chapter 184, Section 32 by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Restricted Area, and any such pre-existing rights of the public, if any, are not affected by the granting of this Restriction. For the avoidance of doubt, this Restriction does not create or grant any rights in favor of the public or any third party to access the Restricted Area or any other portion of the Property.

B. Homestead

The Grantor attests that there is a residence abutting the Restricted Area (including exclusions) that is occupied or is intended to be occupied as a principal residence by a spouse, former spouse, or children of the Grantor, on or abutting the Restricted Area, who have signed and notarized a separate release and subordination of their homestead rights to this Restriction, which will be recorded herewith.

C. Attached hereto and incorporated herein by reference are the following:

Signature pages: Grantor, Grantee, Town of Natick, Town of Wellesley, Executive Office of Energy and Environmental Affairs, Exhibit A, Exhibit B, Exhibit C.

No documentary stamps are required, as this Restriction is a gift.

Executed under seal this _____ day of _____, 2018.

Arnold W. Hunnewell, Jr., personal
representative

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared Arnold W. Hunnewell, Jr., proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public

My commission expires:

ACCEPTANCE OF GRANT

The above Restriction is accepted this _____ day of _____, 20__.

THE TRUSTEES OF RESERVATIONS

By _____

Its _____

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

_____, 20__

On this ____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose, and that they are authorized to do so on behalf of the Corporation.

Notary Public
My commission expires:

APPROVAL OF SELECTMEN

We, the undersigned, being a majority of the Selectmen of the Town of Natick, Massachusetts, hereby certify that at a meeting duly held on _____, 20__ the Selectmen voted to approve the foregoing Restriction to The Trustees of Reservations pursuant to M.G.L. Chapter 184, Section 32.

Selectmen

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

_____, 20__

On this ____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, _____, _____, _____, and _____, proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public

My commission expires:

APPROVAL OF SELECTMEN

We, the undersigned, being a majority of the Selectmen of the Town of Wellesley, Massachusetts, hereby certify that at a meeting duly held on _____, 20__ the Selectmen voted to approve the foregoing Restriction to The Trustees of Reservations pursuant to M.G.L. Chapter 184, Section 32.

Selectmen

COMMONWEALTH OF MASSACHUSETTS

_____, ss. _____, 20__

On this ____ day of _____, 200_, before me, the undersigned notary public, personally appeared _____, _____, _____, _____, and _____, proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public

My commission expires:

APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS

COMMONWEALTH OF MASSACHUSETTS

The undersigned, Secretary of the Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Restriction to The Trustees of Reservations has been approved in the public interest pursuant to M.G.L. Chapter 184, Section 32. Any proposed modification, release, or partial release to this conservation restriction must be approved by the then-acting Secretary of EOEEA in accordance with MGL Chapter 184 Section 32 and the then-current EOEEA policy that maintains the conservation values of Conservation Restrictions.

Date: _____, 20__

Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

_____, 20__

On this ____ day of _____, 200__, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public

My commission expires:

Exhibit A

For Grantor's title to the Premises, see the following eight (8) deeds recorded with the Middlesex County Registry of Deeds in:

Book 6579, Page 152;
Book 6579, Page 161;
Book 6583, Page 522;
Book 6675, Page 196;
Book 6755, Page 505,
Book 6880, Page 464;
Book 6929, Page 211; and
Book 7089, Page 203.

See also those eight (8) deeds recorded with the Norfolk County Registry of Deeds in:

Book 2344, Page 338;
Book 2344, Page 341;
Book 2375, Page 134;
Book 2436, Page 324;
Book 2480, Page 311;
Book 2579, Page 308;
Book 2600, Page 21; and
Book 2705, Page 199.

See also Estate of Mary H. Palmer (Middlesex County Probate Court Docket No. 95P3123EP) and Estate of Morgan Palmer (Middlesex County Probate Court Docket No. MI17P5310EA).

Grantor: Arnold W. Hunnewell, Jr., personal representative of the Estate of Morgan Palmer (Middlesex County Probate Court Docket No. MII7P5310EA)

Grantee: The Trustees of Reservations

Address of Restricted Area: Off Dorset Lane, Natick & Wellesley, Massachusetts

For Grantor's title see: Multiple Deeds, Middlesex & Norfolk County Registries of Deed, as described in Exhibit A.

CONSERVATION RESTRICTION

Arnold W. Hunnewell, Jr., personal representative of the Estate of Morgan Palmer (Middlesex County Probate Court Docket No. MII7P5310EA), constituting all of the owner(s), his permitted successors and assigns, (the "Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grants with quitclaim covenants to The Trustees of Reservations, a Massachusetts charitable corporation established under Chapter 352 of the Acts of 1891, its permitted successors and assigns (the "Grantee"), for nominal consideration, in perpetuity and exclusively for conservation purposes, the following Conservation Restriction ("Restriction") on a portion of the land owned by Grantor (the "Property") located in Natick and Wellesley, Massachusetts. The Restriction provided for herein applies to that portion of the Property which is referred to herein as the "Restricted Area" and which is shown on the plan referred to below in this paragraph as Proposed Conservation Areas A (14.434 acres), A1 (3.884 acres), B (9.958 acres), C (2.994 acres), and D (1.164 acres), and to those portions of the Property which are referred to herein and shown on the plan as Excluded Lots 1 through and including 7. The Property, the Restricted Area, and the Excluded Lots are shown on a plan recorded herewith in the Middlesex and Norfolk County Registries of Deeds at Middlesex South Registry of Deeds Plan Book ____ Page ____ and Norfolk County Registry of Deeds Plan Book ____ Page ____, by Feldman Land Surveyors, dated April 23, 2018, entitled "Conservation Restriction Plan, Palmer Estate, Dorset Lane, Natick, Mass, (Middlesex County), Wellesley, Mass,

(Norfolk County), (the "Plan"). A reduced copy of Sheet 1 of the Plan is attached hereto as Exhibit B, and a reduced copy of Sheet 2 of the Plan is attached as Exhibit C. For Grantor's title to the Property see Exhibit A.

I. PURPOSES:

This Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the General Laws and otherwise by law. The purpose of this Restriction is to assure that the Restricted Area will be maintained in perpetuity for conservation purposes, in a natural, scenic and undeveloped condition, and to prevent any use or change that would materially impair or interfere with its conservation and preservation values ("conservation values").

The conservation values include the following:

- **Open Space Preservation.** The Restricted Area contains approximately 33.362 acres of wooded upland, open meadow, and deciduous wooded swamp and is a significant natural area which qualifies as a "...relatively natural habitat of fish, wildlife, or plants, or similar ecosystem," as that phrase is used in P.L. 96-541, 26 USC 170(h)(4)(A)(ii), as amended, and in regulations promulgated thereunder.
- **Scenic Protection.** The Restricted Area is located within a "Noteworthy Landscape" as identified in the 1982 Massachusetts Landscape Inventory Report, compiled by the Massachusetts Department of Environmental Management; protection of the Restricted Area qualifies as "the preservation of open space (including farmland and forest land) where such preservation is for the scenic enjoyment of the general public" as that phrase is used in P.L. 96-541, 26 USC 170(h)(4)(A)(iii)(I), as amended, and in regulations promulgated thereunder.
- **Protection of Wildlife Habitat.** According to the Massachusetts Natural Heritage and Endangered Species Program, the Restricted Area contains approximately 0.365 acres of Deciduous Wooded Swamp; 0.20 acres of Shallow Marsh, Meadow or Fen, wetland and an approximately ½ acre Potential Vernal Pool.
- **Historic Preservation.** The Property is included in the National Register of Historic Places as part of the "Hunnewell Estates Historic District" by protecting the scenic qualities of the Restricted Area both its historic landscape and historic setting will be preserved, which qualifies as the "...the preservation of an historically important land area or a certified historic structure" as that phrase is used in P.L. 96-541, 26 USC 170(h)(4)(A)(iv), as amended, and in regulations promulgated thereunder.
- **Contiguous Open Space.** The Property abuts or is proximate to 13 additional perpetual conservation restrictions held by Grantee on land within the Hunnewell Estates Historic District, encumbering in the aggregate 166.6 acres; the protection of the Property therefore expands and enhances an existing well-established conservation area.

- **Conformity with Established Plans (Wellesley).** The protection of the Restricted Area via a Conservation Restriction is consistent with and advances the goals of the Town of Wellesley's current Open Space and Recreation Plan, specifically Goal 1: Preserve open space for habitat protection and enhancement of community character; Objective E: Continue to protect and enhance open space in Wellesley: Continue to identify important open space properties and work with property owners to obtain conservation restrictions.
- **Conformity with Established Plans (Natick).** The protection of the Restricted Area via a Conservation Restriction is consistent with and advances the goals of the Town of Natick's current Open Space and Recreation Plan, specifically Goal 1: Protect Natick's open spaces, including lakes, rivers, streams, woodlands, farms and parks that can be enjoyed by future generations: Objective 1A Protect privately held open space through acquisition, conservation restrictions, easements, and other means; 1F, prioritize areas that enhance existing open spaces, by creating larger contiguous parcels or connecting existing open space, neighborhoods, trail or wildlife corridors; areas of historic significance.
- **Forest Protection.** All of the wooded portion of the Restricted Area is mapped as Prime Forest 3 by the UMass Department of Natural Resources Conservation,

The conservation values of the Premises and the public benefits of this Conservation Restriction are described in more detail in a **Baseline Documentation Report (BDR)** to be kept on file at the office of Grantee, with a copy provided to the Grantor, and incorporated herein by this reference. Grantor and Grantee hereby acknowledge that this Report provides an accurate representation of the condition and the values of the Premises at the time of the granting of this Conservation Restriction and is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein. Notwithstanding the BDR, the parties may utilize any other evidence of the condition of the Premises at the time of this grant, should the BDR be unavailable or if it does not adequately address the issues presented.

II. PROHIBITED ACTS AND USES, EXCEPTIONS THERETO, AND PERMITTED USES

A. Prohibited Acts and Uses

Subject to the exceptions set forth herein, the Grantor will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Restricted Area:

- (1) Constructing, placing or allowing to remain any temporary or permanent building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, sign, fence, billboard or other advertising display, antenna, utility pole, tower, conduit, line or other temporary or permanent structure or facility on, above or under the Restricted Area;

- (2) Mining, excavating, dredging or removing from the Restricted Area of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise making topographical changes to the area;
- (3) Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, waste or other substance or material whatsoever or the installation of underground storage tanks;
- (4) Cutting, removing or otherwise destroying trees, grasses or other vegetation;
- (5) Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, wildlife habitat, or archaeological conservation;
- (6) Use, parking or storage of vehicles including motorcycles, mopeds, all-terrain vehicles, trail bikes, or any other motorized vehicles on the Restricted Area except for vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) in carrying out their official duties;
- (7) Subdivision or conveyance of a part or portion of the Restricted Area (as compared to conveyance of the Restricted Area in its entirety which shall be permitted), and no portion of the Restricted Area may be used towards building or development requirements on this or any other parcel; provided, however, that any portion or portions of the Property may be subdivided in order to create separate buildable lots within the portion of the Property shown on the Plan as Proposed Lots 1 and Lots 3 through 7;
- (8) The use of the Restricted Area for more than *de minimis* commercial recreation, business, residential or industrial use;
- (9) The disruption, removal, or destruction of any stone walls, granite fence posts or town bounds on the Restricted Area;
- (10) Any other use of the Restricted Area or activity thereon which is inconsistent with the purpose of this Restriction or which would materially impair its conservation values.

B. Reserved Rights and Exceptions

The Grantor reserves the right to conduct or permit the following activities and uses on the Restricted Area, but only if such uses and activities do not materially impair the conservation values or purposes of this Restriction:

- (1) Recreational Activities. Fishing, boating, hunting, hiking, horseback riding, cross-country skiing and other non-motorized outdoor recreational activities that do not materially alter the landscape, do not degrade environmental quality, or do not involve more than minimal use for commercial recreational activities;

(2) Vegetation Management. A. In accordance with generally accepted forest management practices, selective minimal removal of brush, pruning and cutting to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the present condition of the Restricted Area, including vistas as documented in the BDR, woods roads, fence lines and trails and meadows; B. The harvesting of (i) trees to provide firewood or construction materials for use on the Restricted Area, including, without limitation, limited commercial timber production in accordance with a plan that is designed to protect the conservation values of the Restricted Area, including, without limitation, scenic and wildlife habitat values, prepared by a professional forester in accordance with the requirements of M.G.L. Chapter 6I and (ii) cultivation and harvesting of vegetation in accordance with M.G.L. Chapter 6IA;

(3) Non-native or nuisance species. The removal of non-native or invasive species, the interplanting of native species, and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;

(4) Composting. The stockpiling and composting of stumps, trees and brush limbs and similar biodegradable materials originating on the Restricted Area, provided that such stockpiling and composting is in locations where the presence of such activities will not have a deleterious impact on the purposes (including scenic values) of this Restriction. No such activities will take place closer than one hundred (100) feet from any wetland, waterbody or stream. All exercise of this Reserved Right shall take into account sensitive areas and avoid harm to nesting species during nesting season;

(5) Wildlife Habitat Improvement. With the prior written permission of Grantee, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species including selective planting of native trees, shrubs and plant species;

(6) Archaeological Investigations. The conduct of archaeological activities, including without limitation survey, excavation and artifact retrieval, following submission of an archaeological field investigation plan and its approval in writing by Grantee and the State Archaeologist of the Massachusetts Historical Commission (or appropriate successor official);

(7) Trails. The use, construction, maintenance, marking, and clearing of trails for pedestrian and equestrian use, including, with prior written consent of the Grantee, as provided for herein, the construction, use, maintenance, repair and replacement of boardwalk trails or footbridges where such use is consistent with the purposes of this Restriction;

(8) Signs. The erection, maintenance and replacement of signs with respect to hunting, trespass, trail access, identity and address of the occupants, sale of the Restricted Area, the Grantee's interest in the Restricted Area (subject to Grantor's prior approval, which may be withheld in the Grantor's sole discretion), and the protected conservation values;

(9) Roads. The maintenance of presently existing roads located on the Restricted Area in their present condition or as reasonably necessary for the uses permitted herein, and, with the prior written permission of Grantee, the construction of new roads for such purposes;

(10) Use by non-profit for open space. The right of a qualified non-profit charitable organization (within the meaning of 501(c)(3) of the Internal Revenue Code), whose primary purposes include conservation purposes, to use and maintain the Restricted Area as a public open space reservation for outdoor recreational and educational uses, should such use occur in the future, including limited, unenclosed and unpaved parking areas, access drives, minor recreational and educational structures including but not limited to signs, information kiosks, and other interpretive elements, and other provisions for visitation by the public, and subject to appropriate rules and regulations, and to provide suitable interpretation of the natural and cultural history of the Restricted Area and the surrounding area. Said right shall include the right to construct and maintain limited, unenclosed and unpaved parking areas and structures appurtenant to public use, including but not limited to signs, information kiosks, and other interpretive elements, provided that such construction and maintenance does not impair the conservation values of the Restricted Area. Such right shall also include the right to use motorized vehicles as part of the routine maintenance of the property and for purposes of occasionally providing tours of the Restricted Area for physically impaired visitors, where such tours are supervised by staff of said qualified non-profit organization. Each of the foregoing may only be exercised upon and following the prior written approval of both the Grantee and the Grantor.

(11) Permits. The exercise of any right reserved by Grantor under this Paragraph B shall be in compliance with zoning, the Wetlands Protection Act, and all other applicable federal, state and local laws, rules, regulations, and permits. The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit should be issued.

C. Excluded Lots

The Grantor reserves the right to develop the Excluded Lots 1 through 7 (hereinafter the "Excluded Lots") as shown on the Plan, to include the right to subdivide, convey, or use the Excluded Lots for any purposes, subject to the following:

- (1) Any subdivision, conveyance, or construction shall require prior notice to the Grantee in compliance with Section D;

- (2) The existence within Excluded Lot 1 of more than one residential dwelling structure, together with such outbuildings, sheds, garages or other improvements as are customary with respect to such permitted residence, is prohibited;
- (3) The existence within Excluded Lot 2 of more than one residential dwelling structure, together with such outbuildings, sheds, garages or other improvements as are customary with respect to such permitted residence, is prohibited;
- (4) The existence within Excluded Lot 6 of more than one residential dwelling structure, together with such outbuildings, sheds, garages or other improvements as are customary with respect to such permitted residence, is prohibited;
- (5) Any such uses of the Excluded Lots shall comply with Paragraph 11 of Section B; and
- (6) Any such uses of the Excluded Lots as herein permitted shall not impair the Conservation Values of this Restriction.

D. Notice and Approval. Whenever notice to or approval by Grantee is required, Grantor shall notify Grantee in writing not less than 60 days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this Restriction. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within 60 days of receipt of Grantor's request. Grantee's approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not materially impair the purposes of this Restriction.

Failure of Grantee to respond in writing within 60 days shall be deemed to constitute approval by Grantee of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after 60 days in the notice, the requested activity is not prohibited herein, and the activity will not materially impair the conservation values or purposes of this Restriction.

III. LEGAL REMEDIES OF THE GRANTEE

A. Legal and Injunctive Relief

The rights hereby granted shall include the right to enforce this Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Restricted Area to their condition prior to the time of the injury complained of (it being agreed that the Grantee will have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Restriction. Grantee agrees to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantee determines there is no ongoing diminution of the conservation values of the Restriction.

Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable counsel fees) incurred in enforcing this Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for such survey work as shall be reasonably necessary, and to have the boundaries permanently monumented.

B. Non-Waiver

Enforcement of the terms of this Restriction shall be at the discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

C. Disclaimer of Liability

By acceptance of this Restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Restricted Area pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

D. Acts Beyond the Grantor's Control

Nothing contained in this Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Restricted Area resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Restricted Area resulting from such causes. In the event of any such occurrence, the Grantor and Grantee will cooperate in the restoration of the Restricted Area, if desirable and feasible.

IV. ACCESS

The Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Restricted Area upon reasonable notice and at reasonable times, for the purpose of inspecting the Restricted Area to determine compliance with or to enforce this Restriction. The Grantor also grants to the Grantee, after notice of a violation and failure of the Grantor to cure said violation, the right to enter the Restricted Area for the purpose of taking any and all actions with respect to the Restricted Area as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to perform a survey of boundary lines.

V. EXTINGUISHMENT

A. If circumstances arise in the future such as render the purpose of this Restriction impossible to accomplish, this restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Secretary of Energy and Environmental Affairs. If any change in conditions ever gives rise to extinguishment or other release of the Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Restricted Area, shall be entitled to a portion of the proceeds in accordance with paragraph B below, subject, however, to any applicable law which expressly provides for a different disposition of the proceeds. Grantee shall use its share of the proceeds in a manner consistent with the conservation purpose of this grant.

B. Proceeds. Grantor and Grantee agree that the donation of this Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Restriction bears to the value of the unrestricted property at that time. Such proportionate value of the Grantee's property right shall remain constant. Any proceeds will be distributed only after complying with the terms of any gift, grant, or other funding requirements.

C. Grantor/Grantee Cooperation Regarding Public Action

Whenever all or any part of the Restricted Area or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in accordance with paragraph V. B. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of the proceeds like a continuing trust in a manner consistent with the conservation purposes of this grant.

VI. ASSIGNABILITY

A. Running of the Burden

The burdens of this Restriction shall run with the Restricted Area in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Restricted Area.

B. Execution of Instruments

The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Restriction; the Grantor, on behalf of herself and her successors and assigns, appoint the Grantee their attorney-in-fact to execute, acknowledge and deliver any such instruments on her behalf. Without limiting the foregoing, the Grantor and her successors and assigns agree themselves to execute any such instruments upon request.

C. Running of the Benefit

The benefits of this Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except in the following instances:

As a condition of any assignment, the Grantee shall require that the purpose of this Restriction continues to be carried out; that the Assignee is not an owner of the fee in the Property, and the Assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and is a donee eligible to receive this Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts. Any assignment will comply with article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

VII. SUBSEQUENT TRANSFERS

The Grantor agrees to incorporate by reference the terms of this Restriction in any deed or other legal instrument by which he divests himself of any interest in all or a portion of the Restricted Area, including a leasehold interest and to notify the Grantee within 20 days of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Restriction. Any transfer will comply with article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

The Grantor shall not be liable for violations occurring after their ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer if in violation of this CR shall survive the transfer. Any new owner shall cooperate in the restoration of the Restricted Area or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

VIII. ESTOPPEL CERTIFICATES

Upon request by the Grantor, the Grantee shall, within thirty (30) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance with any obligation of the Grantor contained in this Restriction.

IX. NON MERGER

The parties intend that any future acquisition of the Restricted Area shall not result in a merger of the Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Restricted Area without having first assigned this Restriction to a non-fee owner that is qualified under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts in order to ensure that merger does not occur and that this Restriction continues to be enforceable by a non-fee owner.

X. EFFECTIVE DATE

This Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative Approvals required by Section 32 of Chapter 184 of the General Laws have been obtained, and it has been recorded in a timely manner in the Middlesex South District and Norfolk Registries of Deed.

XI. NOTICES

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor: Arnold W. Hunnewell, Jr., personal representative
of the Estate of Morgan Palmer
c/o Simonds, Winslow, Willis & Abbott
50 Congress Street; Suite 925
Boston, MA 02109

To Grantee: The Trustees of Reservations
200 High Street
Boston, MA 02110

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

XII. GENERAL PROVISIONS

A. Controlling Law

The interpretation and performance of this Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

B. Liberal Construction

Any general rule of construction to the contrary notwithstanding, this Restriction shall be liberally construed in favor of the grant to effect the purpose of this Restriction and the policy and purposes of Massachusetts General Laws Chapter 184, Sections 31-33. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purpose of this Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability

If any provision of this Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provision of this Restriction shall not be affected thereby.

D. Entire Agreement

This instrument sets forth the entire agreement of the parties with respect to this Restriction and supersedes all prior discussions, negotiations, understandings or agreements relating to the Restriction, all of which are merged herein.

XIII. MISCELLANEOUS

A. Pre-existing Public Rights. Approval of this Restriction pursuant to M.G.L. Chapter 184, Section 32 by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Restricted Area, and any such pre-existing rights of the public, if any, are not affected by the granting of this Restriction. For the avoidance of doubt, this Restriction does not create or grant any rights in favor of the public or any third party to access the Restricted Area or any other portion of the Property.

B. Homestead

The Grantor attests that there is a residence abutting the Restricted Area (including exclusions) that is occupied or is intended to be occupied as a principal residence by a spouse, former spouse, or children of the Grantor, on or abutting the Restricted Area, who have signed and notarized a separate release and subordination of their homestead rights to this Restriction, which will be recorded herewith.

C. Subordination

The Grantor attests that there is no mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a surety interest affecting the Premises.

D. Attachments

Attached hereto and incorporated herein by reference are the following:

Signature pages:

Grantor

Grantee Acceptance

Approval by Natick Select Board

Approval by Wellesley Select Board

Approval of the Secretary of Energy and Environmental Affairs.

Exhibits:


Exhibit A: Grantor's Title

Exhibit B: Reduced Copy of Recorded Plan of Premises, Sheet 1

Exhibit C: Reduced Copy of Recorded Plan of Premises, Sheet 2

No documentary stamps are required, as this Restriction is a gift.

Executed under seal this 16th day of May, 2018.


A handwritten signature in blue ink, appearing to read "Arnold W. Hunnewell, Jr.", written over a horizontal line.

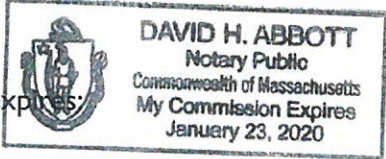
Arnold W. Hunnewell, Jr., personal
Representative of the Estate of
Morgan Palmer

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

On this 16th day of May, 2018, before me, the undersigned notary public, personally appeared Arnold W. Hunnewell, Jr., proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as personal representative of the Estate of Morgan Palmer.



Notary Public
My commission expires: 

ACCEPTANCE OF GRANT

The above Restriction is accepted this 14 day of May, 2018.

THE TRUSTEES OF RESERVATIONS

By [Signature]

Its President + CEO

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

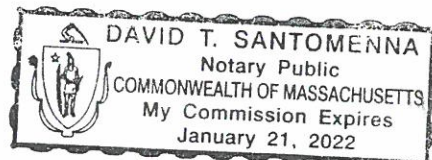
May 14, 2018

On this 14th day of May, 2018 before me, the undersigned notary public, personally appeared Barbara E. Baker, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose, and that they are authorized to do so on behalf of the Corporation.

[Signature]

Notary Public

My commission expires: 1/21/2022



APPROVAL OF SELECTMEN

We, the undersigned, being a majority of the Selectmen of the Town of Natick, Massachusetts, hereby certify that at a meeting duly held on _____, 20__ the Selectmen voted to approve the foregoing Restriction from Arnold W. Hunnewell, Jr., personal representative of the Estate of Morgan Palmer to The Trustees of Reservations pursuant to M.G.L. Chapter 184, Section 32.

Selectmen

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

_____, 20__

On this ____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, _____, _____, _____, and _____, proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public

My commission expires:

APPROVAL OF SELECTMEN

We, the undersigned, being a majority of the Selectmen of the Town of Wellesley, Massachusetts, hereby certify that at a meeting duly held on _____, 20__ the Selectmen voted to approve the foregoing Restriction from Arnold W. Hunnewell, Jr., personal representative of the Estate of Morgan Palmer to The Trustees of Reservations pursuant to M.G.L. Chapter 184, Section 32.

Selectmen

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

_____, 20__

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared _____, _____, _____, _____, and _____, proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public

My commission expires:

APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS

COMMONWEALTH OF MASSACHUSETTS

The undersigned, Secretary of the Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Restriction from Arnold W. Hunnewell, Jr., personal representative of the Estate of Morgan Palmer (Middlesex County Probate Court Docket No. MII7P5310EA) to The Trustees of Reservations has been approved in the public interest pursuant to M.G.L. Chapter 184, Section 32. Any proposed modification, release, or partial release to this conservation restriction must be approved by the then-acting Secretary of EOEEA in accordance with MGL Chapter 184 Section 32 and the then-current EOEEA policy that maintains the conservation values of Conservation Restrictions.

Dated: _____, 2018

MATTHEW A. BEATON

Secretary of Energy and Environmental Affairs

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss:

On this ____ day of _____, 2018, before me, the undersigned notary public, personally appeared MATTHEW A. BEATON, and proved to me through satisfactory evidence of identification which was _____ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Notary Public

My Commission Expires:

Exhibit A

For Grantor's title to the Premises, see the following eight (8) deeds recorded with the Middlesex County Registry of Deeds in:

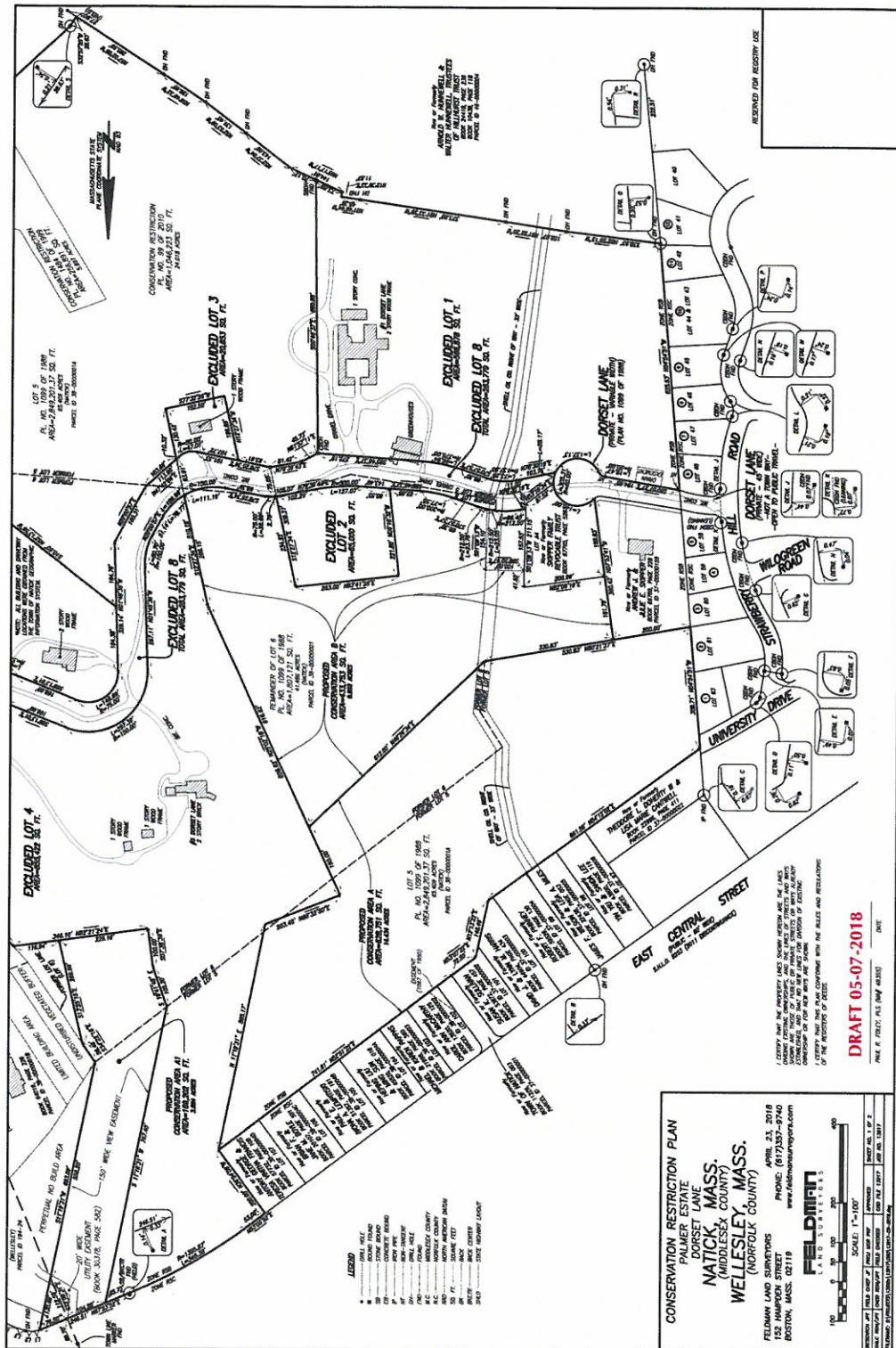
Book 6579, Page 152;
Book 6579, Page 161;
Book 6583, Page 522;
Book 6675, Page 196;
Book 6755, Page 505,
Book 6880, Page 464;
Book 6929, Page 211; and
Book 7089, Page 203.

See also those eight (8) deeds recorded with the Norfolk County Registry of Deeds in:

Book 2344, Page 338;
Book 2344, Page 341;
Book 2375, Page 134;
Book 2436, Page 324;
Book 2480, Page 311;
Book 2579, Page 308;
Book 2600, Page 21; and
Book 2705, Page 199.

See also Estate of Mary H. Palmer (Middlesex County Probate Court Docket No. 95P3123EP) and Estate of Morgan Palmer (Middlesex County Probate Court Docket No. M117P5310EA).

Exhibit B - Reduced Copy of Recorded Plan of Premises, Sheet 1



REFERENCES
 1. LOT 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 8

ITEM TITLE: Public Hearing: Fiscal Year 2019 Water & Sewer Rates

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Public Hearing Notice	5/24/2018	Cover Memo
FY 2019 Water & Sewer Rate Recommendations	5/25/2018	Cover Memo
FY 2019 Water/Sewer Rate Setting	5/29/2018	Cover Memo

**PUBLIC HEARING
BOARD OF SELECTMEN
TOWN OF NATICK**

The Board of Selectmen of the Town of Natick will hold a public hearing on the Fiscal 2019 Water and Sewer rates on Tuesday, May 29, 2018, 7:00 p.m. in the Edward H. Dlott Meeting Room of Natick Town Hall, 13 East Central Street, Natick, Massachusetts.

All persons interested in this matter may appear and be heard at the time and place mentioned above.

Michael J. Hickey, Jr., Clerk



FISCAL YEAR 2019 WATER AND SEWER RATE RECOMMENDATIONS

Prepared for the Board of Selectmen acting as Water & Sewer Commissioners

TOWN OF NATICK





Town of Natick

2019 Water/Sewer Rate Setting

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Section I:
Status of the Water/Sewer Enterprise Fund



Town of Natick

2019 Water/Sewer Rate Setting

Section I: Status of the Water/Sewer Enterprise Fund

The Town of Natick operates the Water/Sewer Enterprise Fund to separately account for the operations of providing water and sanitary sewer services to the residents of Natick. According to the Mass. Department of Revenue, an enterprise fund is established “under G.L. c. 44, § 53F½ to separately account for municipal services of a proprietary nature, *i.e.*, those services provided to individual customers for a charge in a manner similar to private business.” Fees and/or rates are charged for this service and the fund is segregated from the other financial operations of the Town of Natick.¹

FY 2017 & FY 2018 Rates in Review

Fiscal Year 2017 and 2018 rates were based on appropriated expenses of the Water & Sewer Enterprise Fund. As with any budget, the setting of rates and planning of expenditures is just that – a plan. Reality, especially when it comes to an industry directly impacted by climate conditions and the weather, often differs. FY 2017 water rates increased 2.00% and sewer rates increased by 4.5%. FY2018 rates were increased 3.50% for water and 3.50% for sewer to ensure adequate revenues for the fund.

Usage Impacts

Usage has remained relatively consistent for several years. However, this data isn’t the complete story. Average use plays a large role in our rate structure as there are less units being billed at a higher tier. The average use has generally declined in each of the last several years and is on track to decline again in FY 2018. FY 2016 use was above the multiyear average due to weather conditions.

Detailed actual usage for FY 2009-2018 is shown in the table below, (and in greater detail in Attachment D).

¹ For more information, please see Massachusetts Department of Revenue, Bureau of Accounts. [Informational Guideline Release 08-101, Enterprise Funds, G.L. c. 44, § 53F½](#). Commonwealth of Massachusetts. Boston, MA. April 2008.



Town of Natick

2019 Water/Sewer Rate Setting

Water & Sewer Usage (in Hundred Cubic Feet)									
FY 2009	FY 2010	FY2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018
1,365,462	1,379,663	1,408,927	1,329,410	1,365,462	1,379,663	1,376,176	1,411,132	1,338,585	TBD
Irrigation Usage (in Hundred Cubic Feet)									
FY 2009	FY 2010	FY2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018
162,702	167,342	171,645	137,975	162,702	167,342	170,420	201,885	161,807	TBD
									Average
									1,372,074
									164,858

Analyzing usage is important, because it allows rate setters to see where changes are occurring and what impacts the weather or prices have on the different rate blocks the Town utilizes.

Table A below details actual user fee revenues.

	FY 2018 YTD	FY 2017	FY2016	FY 2015
W/S User Charges	12,341,101.39	12,986,605.05	13,385,565.76	12,666,040.62
W/S Service/Flat Fees	217,925.29	126,391.02	241,414.43	199,906.65
Sewer Entrance Fees	189,195.90	98,606.00	101,423.20	156,586.00
	12,748,222.58	13,211,602.07	13,728,403.39	13,022,533.27

FY 2019 Operating & Capital Budgets

The establishment of rates for the Water/Sewer Enterprise Fund is directly a factor of the expenses necessary to provide the service. In other words, the Town of Natick must use an expense-driven model when determining expenses for the upcoming year. This gives a strong incentive to the commissioners and the operators to make sure operations are as efficient and cost effective as possible.

Rates and fees are set in order to collect the appropriated expenditures for the Water and Sewer Enterprise Fund for FY 2019 as shown below.



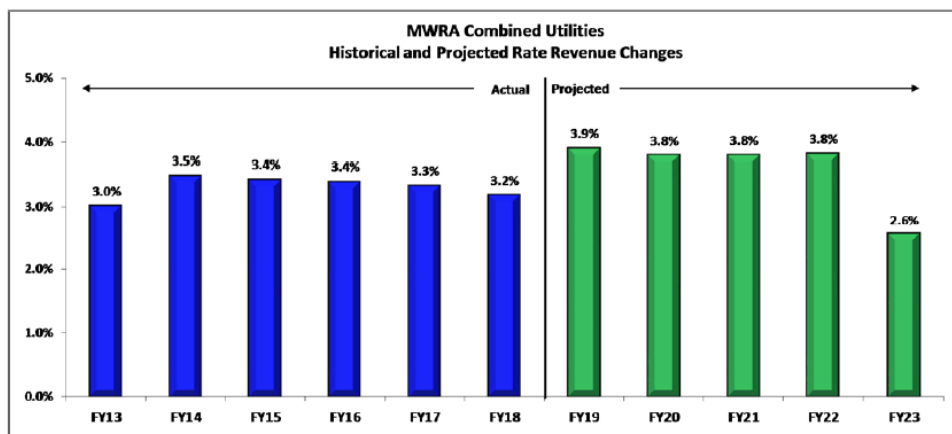
Town of Natick

2019 Water/Sewer Rate Setting

Expenditure Summary	FY19 Estimated
Operational Budget	10,152,352
Fringe Benefits	862,498
Debt & Interest	3,033,388
In-Kind Services (Indirects)	2,218,150
Reserve	200,000
Capital Improvements	500,000
TOTAL WATER & SEWER EXPENDITURES	\$ 16,966,388

For FY 2019, the proposed operating and capital budget for the Water/Sewer Enterprise Fund is \$16,966,388. Major components include;

1. Increase in the MWRA Assessment: The MWRA Assessment – the charge which the Town must pay for the treatment of the Town’s sewage by the Massachusetts Water Resource Authority- represents 85% of our sewer budget. Fortunately this assessment may decrease as the MWRA finalizes its FY 2019 budget later in June.



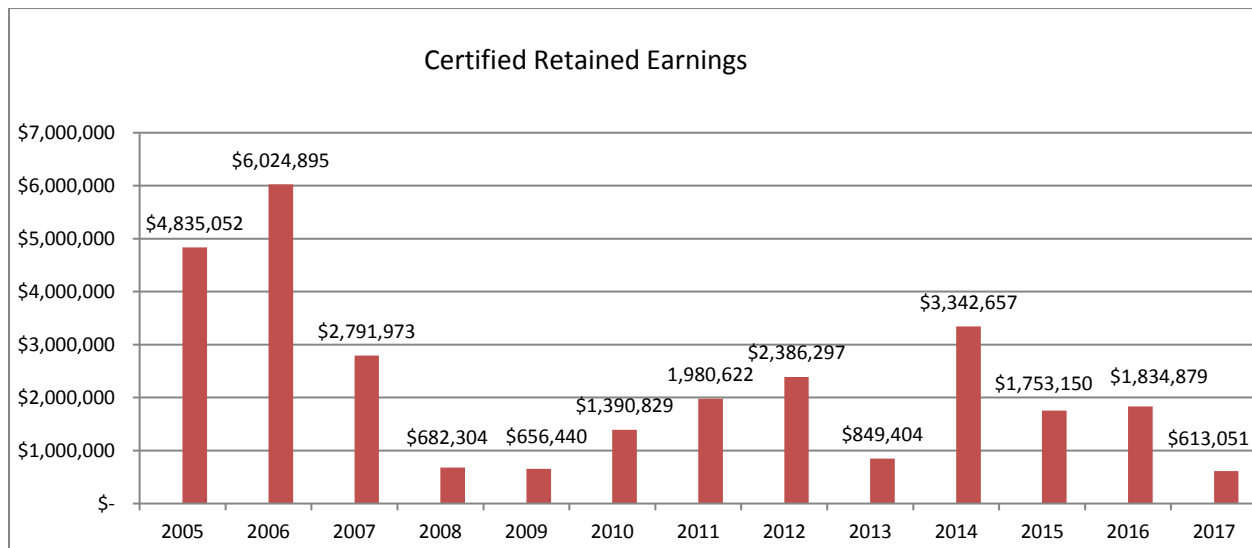


Town of Natick

2019 Water/Sewer Rate Setting

2. Debt Service: Debt service in FY 2019 is forecast at \$3,033,388. The major capital projects include the rehabilitation or replacement town wells, replacement of a sewer pump stations, water and sewer main replacement and upgrade. Potential Summer Water Ban: A water ban this summer is possible. This would reduce irrigation use and therefore revenue. In FY 2012 we collected fewer funds then we expended. That year irrigation use dropped nearly 20%. This caused our retained earnings to drop below the 10% margin. Table 101 shows the relationship between irrigation use and year end retained earnings. In 2012 irrigation use dropped significantly. The 2013 certified retained earnings show a corresponding drop. A similar phenomenon exists in FY 2017.

Irrigation Usage (in Hundred Cubic Feet)											
FY 2007	FY 2008	FY 2009	FY 2010	FY2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	Average
171,645	137,975	162,702	167,342	171,645	137,975	162,702	167,342	170,420	201,885	161,807	164,858





Town of Natick

2019 Water/Sewer Rate Setting

3. Average Use Drop: From FY 2016 to FY 2017 the average use dropped from 14.75 units to 14.03 units. This is great for water conservation, but bad for rates. When the use drops the units billed at a higher tier also drops therefore causing rates to increase. We expect this trend to continue in FY 2019.
4. Energy Cost Increase: The cost of electricity, which represents 7% of the operations budget is projected to increase. Changes in basic delivery and supply charges are proposed to increase the price we pay for electrical service.



Section II:

Rate Recommendation



Section II: Rate Recommendation

Rate Methodology

The Board of Selectmen, as the Water & Sewer Commissioners of the Town of Natick, is charged with setting rates necessary to support revenues for the operation of the Water & Sewer Enterprise Fund on an annual basis. The proposed rates of the Water/Sewer Enterprise Fund are raised according to the following guiding principles:

- 1) Rates are sufficient to cover expenses in any given year; and,
- 2) Water rates are tiered and designed to foster conservation: the more you use, the more you pay.

The rate recommendations presented on the following pages have been derived from a sophisticated model developed by the Deputy Town Administrator for Operations. Every meter read and every account has been imported into the model from Fiscal Years 2007 to 2017. The usage in each of the years is calculated and the proposed rates applied to that usage. Staff will continue to review this model on an annual basis, thus insuring better data and quality by creating a larger sample with which to model upon.

The proposed collection rate is set at 95%. This represents what we actually collect during the fiscal year. Although we bill and will eventually collect 100% of what we read from meters, we collect 95% of the amount billed in a fiscal year. Unfortunately, all accounts are not paid on time, thus delaying the receipt of that collection to a future fiscal year, often through a tax lien.

The vacancy rate remains at 5% for multi-unit averaged dwelling units. From FY 2009-2011, the Town implemented a phased averaging of all multi-unit dwellings in the Town of Natick. This was designed to create a fairer and more equitable rate structure for all rate-payers, and it has largely worked. An apartment dweller or condominium owner now pays either tier 1 or tier 2 water rates, comparable to what a single-metered single-family home pays. This model of averaging did not take into account factor for the reality of the real estate market and in FY 2014 the model was updated to add a vacancy rate for multi-unit complexes. This is something we do when evaluating the value of such properties for tax purposes, and the Assessor's office has validated that larger multi-unit dwellings in Natick maintain a 5% vacancy rate.



Town of Natick

2019 Water/Sewer Rate Setting

For FY 2019, staff has prepared the following proposed rate option for the Board of Selectmen to consider:

Rate Increase: Staff recommends the Board of Selectmen ***raise the current water rates 7.00% and sewer rates by 9.75%.*** Should fiscal year 2018 end as forecasted and rates are raised as proposed for FY 2019, we should maintain a sufficient balance in retained earnings. Such a balance is not only prudent financial policy, but as FY 2012 has shown, such a reserve is essential to maintain operations while avoiding mid-year rate increases.

We will continue a prudent review of operating and capital expenses and do everything in our power to ensure that future increases when necessary can be planned and managed so as to avoid large rate increases in any given year.

This rate increase equitably raises the costs of water & sewer services. It is anticipated that it will raise the required funds to cover water and sewer enterprise fund expenses for fiscal year 2019.



Town of Natick

2019 Water/Sewer Rate Setting



Town of Natick

Proposed Water/Sewer Rates - FY 2019

Water 7.00%

Sewer 9.75%

Rate Changes

This page shows comparative rates between FY 2018 and FY2019 in a variety of different rate categories and blocks. To calculate your bill, simply take your usage by tier and then apply the appropriate Rate for either Water and/or Sewer services.

Combined Water & Sewer Rates

FY 2018		FY 2019	
0-10	Water \$ 1.77	0-10	Water \$ 1.89
	Sewer \$ 4.90		Sewer \$ 5.38
11-20	Water \$ 2.71	11-20	Water \$ 2.90
	Sewer \$ 8.73		Sewer \$ 9.58
21-40	Water \$ 4.02	21-40	Water \$ 4.30
	Sewer \$ 14.43		Sewer \$ 15.84
40+	Water \$ 6.24	40+	Water \$ 6.68
	Sewer \$ 14.43		Sewer \$ 15.84

Combined Elderly Rates

FY 2018		FY 2019	
0-10	Water \$ -	0-10	Water \$ -
	Sewer \$ -		Sewer \$ -
11-20	Water \$ -	11-20	Water \$ -
	Sewer \$ -		Sewer \$ -
21-40	Water \$ 2.86	21-40	Water \$ 3.06
	Sewer \$ 10.27		Sewer \$ 11.27
40+	Water \$ 4.44	40+	Water \$ 4.75
	Sewer \$ 10.27		Sewer \$ 11.27

Water Only

FY 2018		FY 2019	
0-10	Water \$ 1.77	0-10	Water \$ 1.89
11-20	Water \$ 2.71	11-20	Water \$ 2.90
21-40	Water \$ 4.02	21-40	Water \$ 4.30
40+	Water \$ 10.10	40+	Water \$ 10.81

Elderly Water Only

FY 2018		FY 2019	
0-10	Water \$ -	0-10	Water \$ -
11-20	Water \$ -	11-20	Water \$ -
21-40	Water \$ 2.86	21-40	Water \$ 3.06
40+	Water \$ 4.44	40+	Water \$ 4.75

Irrigation

FY 2018		FY 2019	
0-10	Water \$ 3.17	0-10	Water \$ 3.39
11-20	Water \$ 6.17	11-20	Water \$ 6.60
21-40	Water \$ 8.24	21-40	Water \$ 8.82
40+	Water \$ 10.10	40+	Water \$ 10.81

Sewer Only

FY 2018		FY 2019	
0-10	Sewer \$ 4.90	0-10	Sewer \$ 5.38
	\$ -		\$ -
11-20	Sewer \$ 8.73	11-20	Sewer \$ 9.58
	\$ -		\$ -
20+	Sewer \$ 14.43	20+	Sewer \$ 15.84



Section III:

Future Year's Considerations



Town of Natick

2019 Water/Sewer Rate Setting

Section III: Future Year's Considerations

Towards FY 2019 and Beyond

The rates for FY 2020 are projected to increase 4.8%. In order to evaluate the size of these increases, staff has prepared the following forecast for the Water & Sewer Enterprise Fund.

Summary of Budgeted Expenditures & Revenues

	FY19 Estimated	FY20 Estimated	FY21 Estimated	FY22 Estimated
Revenue Summary				
Water & Sewer Fees	15,361,388	16,100,526	16,877,318	17,693,949
Connection Fees	120,000	120,000	120,000	120,000
Investment Income	35,000	35,000	35,000	35,000
Betterments				
Misc. Fees	800,000	800,000	800,000	800,000
Revenue from Liens				
I&I Stabilization Fund	150,000	150,000	150,000	150,000
Water & Sewer Retained Earnings	500,000	550,000	575,000	600,000
TOTAL WATER & SEWER RECEIPTS	\$ 16,966,388	\$ 17,755,526	\$ 18,557,318	\$ 19,398,949
Expenditure Summary				
	FY19 Estimated	FY20 Estimated	FY20 Estimated	FY20 Estimated
Operational Budget	10,152,352	10,609,208	11,086,622	11,585,520
Fringe Benefits	862,498	948,748	1,043,623	1,147,985
Debt & Interest	3,033,388	3,185,057	3,344,310	3,511,526
In-Kind Services (Indirects)	2,218,150	2,262,513	2,307,763	2,353,919
Reserve	200,000	200,000	200,000	200,000
Capital Improvements	500,000	550,000	575,000	600,000
TOTAL WATER & SEWER EXPENDITURES	\$ 16,966,388	\$ 17,755,526	\$ 18,557,318	\$ 19,398,949
NET EXCESS / (DEFICIT)	\$ 0	\$ 0	\$ 0	\$ 0

This forecast takes into account the following assumptions/variables:

Revenue Assumptions:

- Investment Income will continue to rise, albeit gradually
- Other Departmental Income will remain stable
- Retained Earnings, if any exists to support capital, will only be spent on smaller ticket capital projects. It is important to maintain retained earnings balance



Town of Natick

2019 Water/Sewer Rate Setting

Expense Assumptions:

- Labor Contracts will be settled with a 2% COLA in FY 2019.
- All other departmental expenses will increase at the rate of 2.5%
- MWRA assessments will increase between 3%-5%. The extent to which, is still quite uncertain.
- As shown on the MWRA rate chart, the sharp spikes in future years are quite problematic from a planning standpoint. We are uncertain to the extent, if at all, to which these spikes take into account changes within flow rates due to continued regional improvements in reducing Inflow & Infiltration (I&I).
- Fully funding the FY 2019-2023 Capital Improvement Plan. This will increase debt service annually until decreasing after FY 2022. This can be avoided or amended if items are issued for longer terms or projects are removed or delayed.
- Increases in health care benefits remain consistent. This amount is consistent with recent developments in overall health care costs.
- Increases in pension costs remain consistent.

In addition, any impact of increased regulations from the EPA or DEP and a standing order potentially limiting the amount of water Natick can pull from its water sources have not been built into these assumptions. These have the ability to greatly impact rates for homeowners if the amount of water we have to sell is reduced, while costs increase.

Results

These projections indicate rate increases required annually beginning in FY 2019. These increases will be necessary to offset expense increases and still maintain retained earnings/reserves at the low end of recommended levels. Costs will be increasing – and the single largest, the MWRA Assessment – is out of our control.

Many things can change, however, and MWRA assessments as well as capital expenditures can be lower than planned. Any opportunity to improve efficiencies and streamline costs has been and will continue to be implemented. Certainly large rate increases will be avoided if at all possible.



Town of Natick

2019 Water/Sewer Rate Setting

Attachments



Town of Natick

Proposed Water/Sewer Rates - FY 2019

Attachment A

Water 7.00%

Sewer 9.75%

Rate Changes

This page shows comparative rates between FY 2018 and FY2019 in a variety of different rate categories and blocks. To calculate your bill, simply take your usage by tier and then apply the appropriate Rate for either Water and/or Sewer services.

Combined Water & Sewer Rates

<u>FY 2018</u>			<u>FY 2019</u>		
0-10	Water	\$ 1.77	0-10	Water	\$ 1.89
	Sewer	\$ 4.90		Sewer	\$ 5.38
11-20	Water	\$ 2.71	11-20	Water	\$ 2.90
	Sewer	\$ 8.73		Sewer	\$ 9.58
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	Sewer	\$ 14.43		Sewer	\$ 15.84
40+	Water	\$ 6.24	40+	Water	\$ 6.68
	Sewer	\$ 14.43		Sewer	\$ 15.84

Combined Elderly Rates

<u>FY 2018</u>			<u>FY 2019</u>		
0-10	Water	\$ -	0-10	Water	\$ -
	Sewer	\$ -		Sewer	\$ -
11-20	Water	\$ -	11-20	Water	\$ -
	Sewer	\$ -		Sewer	\$ -
21-40	Water	\$ 2.86	21-40	Water	\$ 3.06
	Sewer	\$ 10.27		Sewer	\$ 11.27
40+	Water	\$ 4.44	40+	Water	\$ 4.75
	Sewer	\$ 10.27		Sewer	\$ 11.27

Water Only

<u>FY 2018</u>			<u>FY 2019</u>		
0-10	Water	\$ 1.77	0-10	Water	\$ 1.89
11-20	Water	\$ 2.71	11-20	Water	\$ 2.90
21-40	Water	\$ 4.02	21-40	Water	\$ 4.30
40+	Water	\$ 10.10	40+	Water	\$ 10.81

Elderly Water Only

<u>FY 2018</u>			<u>FY 2019</u>		
0-10	Water	\$ -	0-10	Water	\$ -
11-20	Water	\$ -	11-20	Water	\$ -
21-40	Water	\$ 2.86	21-40	Water	\$ 3.06
40+	Water	\$ 4.44	40+	Water	\$ 4.75

Irrigation

<u>FY 2018</u>			<u>FY 2019</u>		
0-10	Water	\$ 3.17	0-10	Water	\$ 3.39
11-20	Water	\$ 6.17	11-20	Water	\$ 6.60
21-40	Water	\$ 8.24	21-40	Water	\$ 8.82
40+	Water	\$ 10.10	40+	Water	\$ 10.81

Sewer Only

<u>FY 2018</u>			<u>FY 2019</u>		
0-10	Sewer	\$ 4.90	0-10	Sewer	\$ 5.38
		\$ -			\$ -
11-20	Sewer	\$ 8.73	11-20	Sewer	\$ 9.58
		\$ -			\$ -
20+	Sewer	\$ 14.43	20+	Sewer	\$ 15.84



Town of Natick

Water/Sewer Rates - FY 2019 (Proposed)
Retained Earnings History

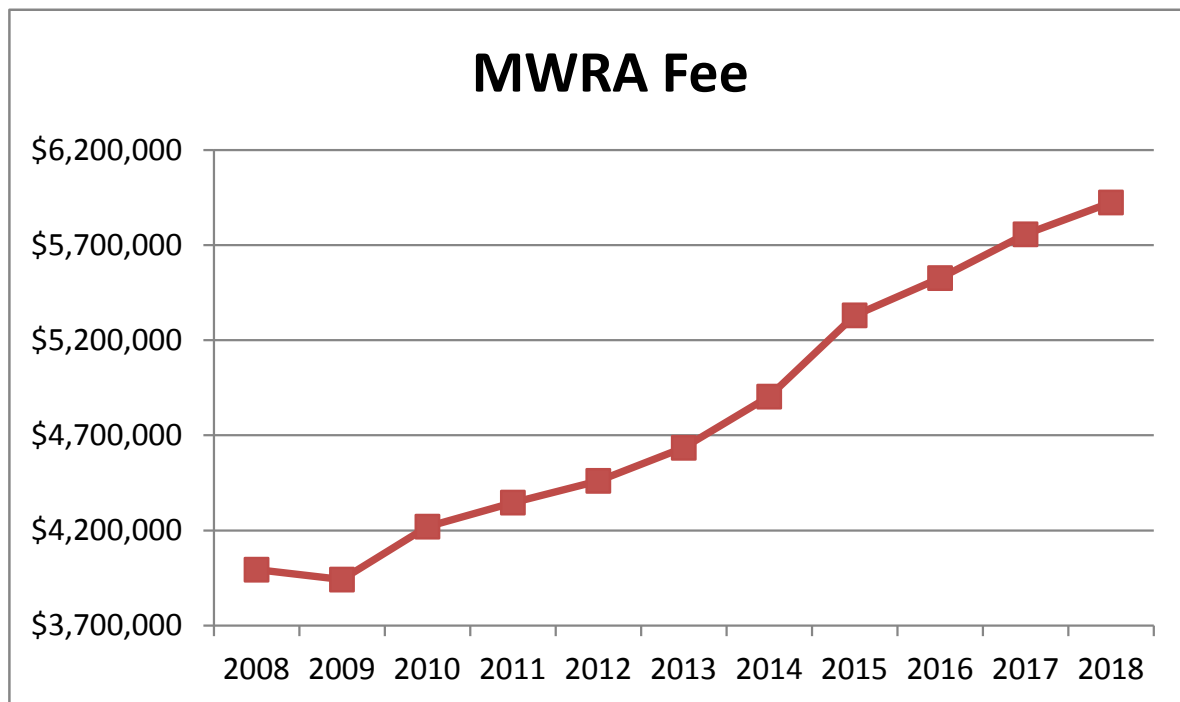
Attachment B

Fiscal Year	2005	2006	2007	2008	2009	2010
Certified Retained Earnings	\$4,835,052	\$6,024,895	\$2,791,973	\$682,304	\$656,440	\$1,390,829
Fiscal Year	2012	2013	2014	2015	2016	2017
Certified Retained Earnings	\$2,386,297	\$849,404	\$3,342,657	\$1,753,150	\$1,834,879	\$613,051



Water Sewer Enterprise MWRA Assessment

Fiscal Year	MWRA Fee	Change	
2008	\$3,993,641		
2009	\$3,941,631	-\$52,010	-1.30%
2010	\$4,219,801	\$278,170	7.06%
2011	\$4,346,280	\$126,479	3.00%
2012	\$4,460,551	\$114,271	2.63%
2013	\$4,634,401	\$173,850	3.90%
2014	\$4,903,457	\$269,056	5.81%
2015	\$5,330,710	\$427,253	8.71%
2016	\$5,526,614	\$195,904	3.68%
2017	\$5,756,705	\$230,091	4.16%
2018	\$5,924,062	\$167,357	2.91%





Town of Natick

Water/Sewer Rates - FY 2019 (Proposed) Usage History

Attachment D

This attachment provides a history of gross usage in the water/sewer enterprise fund. Amounts shown are in Hundred Cubic Feet (HCF).

Based on FY2011 Use			Based on FY2012 Use			Based on FY2013 Use		
CODE	USE	AVERAGE	CODE	USE	AVERAGE	CODE	USE	AVERAGE
ELD	5,710	14.87	ELD	5,511	14.31	ELD	5,289	15.15
ELW	1,076	13.62	ELW	873	10.91	ELW	815	12.73
IRR	171,645	19.85	IRR	137,975	15.64	IRR	162,702	17.86
SEW	7,441	130.54	SEW	9,041	74.72	SEW	9,846	79.40
WAT	146,227	24.42	WAT	131,325	21.50	WAT	130,783	22.22
WSM	1,076,828	17.92	WSM	1,044,685	16.79	WSM	1,056,027	16.73
Total	1,408,927		Total	1,329,410		Total	1,365,462	

Based on FY2014 Use			Based on FY2015 Use			Based on FY2016 Use		
CODE	USE	AVERAGE	CODE	USE	AVERAGE	CODE	USE	AVERAGE
ELD	4,147	13.55	ELD	3,970	13.15	ELD	3,602	13.64
ELW	650	13.54	ELW	562	11.71	ELW	463	11.58
IRR	167,342	16.08	IRR	170,420	16.12	IRR	201,855	18.07
SEW	11,370	77.35	SEW	10,571	83.90	SEW	7,808	47.90
WAT	128,636	22.07	WAT	125,327	21.41	WAT	129,998	22.49
WSM	1,067,518	15.89	WSM	1,065,326	15.27	WSM	1,067,406	14.75
Total	1,379,663		Total	1,376,176		Total	1,411,132	

Based on FY2017 Use			Three -Year Average			Six-Year Average		
CODE	USE	AVERAGE	CODE	USE	AVERAGE	CODE	USE	AVERAGE
ELD	3,563	12.73	ELD	3,712	13.45	ELD	4,347	14.11
ELW	534	13.35	ELW	520	12.28	ELW	650	12.35
IRR	161,807	14.94	IRR	178,027	16.76	IRR	167,017	17.27
SEW	9,061	60.01	SEW	9,147	69.72	SEW	9,616	82.30
WAT	116,488	20.41	WAT	123,938	21.99	WAT	127,093	22.35
WSM	1,047,132	14.03	WSM	1,059,955	15.30	WSM	1,058,016	16.22
Total	1,338,585		Total	1,375,298		Total	1,366,738	



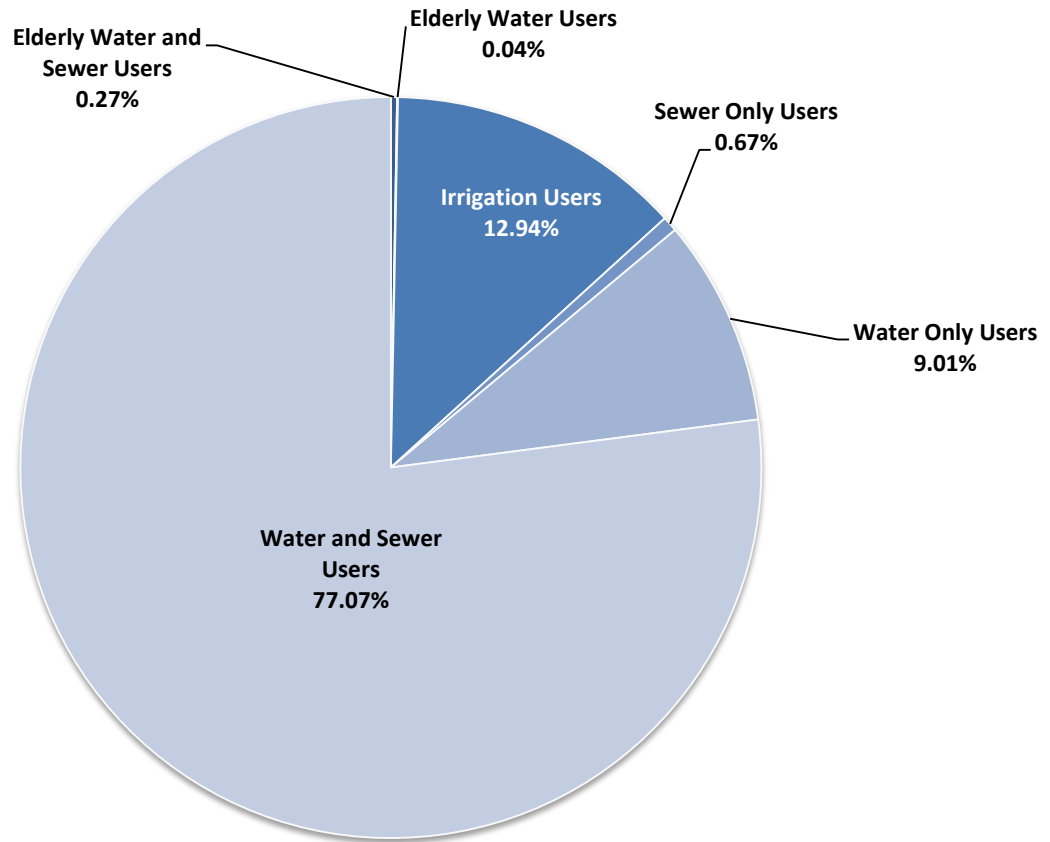
Town of Natick

Water/Sewer Rates - FY 2019 (Proposed)
Usage History

Attachment D

Total Usage Breakout by Rate Code

Based on Three Year Avg Use





To protect the Water & Sewer Enterprise Fund's financial stability and to ensure the availability of adequate financial resources in times of emergency, it is essential that policies regarding the enterprise fund's financial management be adopted and adhered to in the preparation and implementation of the operating and capital budgets.

1) Reserves

Maintaining adequate reserves is a fundamental principle of sound financial management. Although there is no standardized reserve policy guidance for enterprise funds in Massachusetts, industry practice would suggest the following:

- a) Retained Earnings (as certified by the Mass. Department of Revenue *eff. July 1* of each fiscal year) shall serve as the principle reserves for the Water & Sewer Enterprise Funds.
- b) Retained Earnings balance should be at least 10% of the gross revenues of the Water & Sewer Enterprise Fund after accounting for planned draws in any fiscal year (e.g. capital purchases).
- c) Reserves can be used for any lawful purpose, but serve primarily to provide financial security in case of catastrophic and unforeseen events, or capital and asset renewal and replacement.
- d) Reserves should not be used to subsidize ongoing operations, whenever possible.

2) Capital

In order to preserve the Town's fixed asset base and ensure that Water and Sewer facilities, and equipment efficiently and effectively support the Town's programs and operations, the Town should provide consistent and stable funding sources for the timely and periodic renewal and/or replacement of water/sewer infrastructure, vehicles and equipment. To that end:

- a) Methods of Financing: Generally, the Town should finance all vehicles, equipment and infrastructure with a useful life less than 10 years out of its Retained Earnings. For those vehicles, equipment and infrastructure with a useful life greater than 10 years, the town should consider borrowing as per the regulations set forth under M.G.L. Ch. 44 Sec. 7 & 8 and/or any other applicable laws, if sufficient Retained Earnings are not available.
- b) Debt Management: When borrowing is necessary to finance a capital improvement, the Town Finance Director shall seek to issue bonds in such way as to minimize issuance and interest costs while achieving the best terms for the financial betterment of the Enterprise Fund.
- c) Capital Planning: All capital projects funded through the Enterprise Fund must be part of the agreed to and adopted 5-year Capital Improvement Plan.
- d) Roadway Improvement: Any disruption caused of a paved surface as a result of Water & Sewer Infrastructure Improvements shall be restored as part of the Water & Sewer project and paid for out of revenues of the Water & Sewer Enterprise Fund.

3) Rate Structures

- a) The Town of Natick should continue its established practice of ascending or inclined block rates for water usage in order to promote conservation.
- b) Rates should be proposed and adopted sufficient to cover all costs incurred during the fiscal year with the exception of catastrophic events. Mid-year rate modifications should be avoided whenever possible.

4) Indirect Costs

- a) Indirect costs shall be reviewed at regular intervals to ensure that they are reasonable to the services being provided by the General Fund in support of Water & Sewer Operations.

These policies should be reviewed at regular intervals for their effectiveness and continued improvement.

Water & Sewer

Water	2016 Actual	2017 Actual	2018 Revised Budget	2019 Original Budget	2018 vs. 2019	
Salaries					\$ (+/-)	%(+/-)
Personnel Services	1,088,499	1,206,784	1,193,057	1,247,097	54,040	4.53%
Operating Expenses						
Purchased Services	521,400	503,563	610,150	665,486	55,336	9.07%
Other Services	12,099	10,104	16,600	17,000	400	2.41%
Tech./Prof. Services	53,284	54,286	56,000	61,500	5,500	9.82%
Supplies	51,857	102,585	61,500	70,700	9,200	14.96%
Other Supplies	203,453	200,970	226,000	242,000	16,000	7.08%
Other Charges	189,604	47,604	200,000	205,000	5,000	2.50%
Total Expenses	1,031,697	919,113	1,170,250	1,261,686	91,436	7.81%
Total Water	2,120,196	2,125,897	2,363,307	2,508,783	145,476	6.16%

Sewer	2016 Actual	2017 Actual	2018 Revised Budget	2019 Original Budget	2018 vs. 2019	
Salaries					\$ (+/-)	%(+/-)
Personnel Services	705,307	699,625	793,453	800,921	7,468	0.94%
Operating Expenses						
Purchased Services	95,130	124,479	109,186	113,493	4,307	3.95%
Other Services	2,140	1,339	2,100	2,200	100	4.76%
Tech./Prof. Services	15,832	5,777	15,000	15,000	0	0.00%
Supplies	3,466	3,998	4,000	4,200	200	5.00%
Other Charges	5,656,981	5,882,056	6,189,540	6,503,000	313,460	5.06%
Total Expenses	5,773,548	6,017,648	6,319,826	6,637,893	318,067	5.03%
Total Sewer	6,478,855	6,717,273	7,113,279	7,438,814	325,535	4.58%

Utility Billing	2016 Actual	2017 Actual	2018 Revised Budget	2019 Original Budget	2018 vs. 2019	
Salaries					\$ (+/-)	%(+/-)
Personnel Services	104,154	107,657	113,485	115,755	2,270	2.00%
Operating Expenses						
Supplies	57,647	59,497	89,000	89,000	0	0.00%
Total Expenses	57,647	59,497	89,000	89,000	0	0.00%
Total Utility Billing	161,801	167,155	202,485	204,755	2,270	1.12%

Employee Benefits	2016 Actual	2017 Actual	2018 Revised Budget	2019 Original Budget	2018 vs. 2019	
					\$ (+/-)	%(+/-)
Medicare	25,161	26,585	30,554	31,375	821	2.69%
Insurance Group Health/Life	425,602	371,954	433,796	441,577	7,781	1.79%
LIUNA Pension	61,984	65,389	75,658	74,432	-1,226	-1.62%
Funding Schedule	280,719	273,812	296,128	315,114	18,986	6.41%
Total Employee Benefits	793,465	737,740	836,136	862,498	26,362	3.15%

Debt Service	2016 Actual	2017 Actual	2018 Revised Budget	2019 Original Budget	2018 vs. 2019	
					\$ (+/-)	%(+/-)
Principal	1,970,363	1,976,150	2,071,932	2,335,173	263,241	12.71%
Interest	434,325	364,638	420,706	698,215	277,509	65.96%
Total Debt Service	2,404,688	2,340,788	2,492,638	3,033,388	540,750	21.69%

Reserve Fund	2016 Actual	2017 Actual	2018 Revised Budget	2019 Original Budget	2018 vs. 2019	
					\$ (+/-)	%(+/-)
Total Reserve Fund	200,000	200,000	200,000	200,000	0	0.00%

Total Enterprise	12,159,005	12,288,852	13,207,845	14,248,238	1,040,393	7.88%
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Town of Natick -May 29, 2018

WATER/SEWER RATE SETTING - FY 2019



Town of Natick

Overview of Enterprise Fund Rate Setting

- ✖ Water & Sewer Enterprise Funds are driven by an expense-first model – that is operating & capital expenses are established and revenues are calculated to meet those expenses.
- ✖ The expense process began last fall with the development of the Water/Sewer Enterprise Budget.
- ✖ Budget reviewed by FinCom and BOS before final approval at Spring Town Meeting.



Town of Natick

Natick Overall – What do rates pay for?

- × 10 groundwater wells – Natick uses no surface water or MWRA water
- × Water Treatment plants at Springvale and Elm Bank.
- × Two storage tanks with 9 million gallon total capacity.
- × 196 miles of water mains
- × 11,364 water sewer accounts with 13,842 meters
- × 34 sewer pump stations
- × 147 miles of sewer mains
- × Staff and indirect costs
- × Operational Costs for all water and sewer operations
- × Capital and fund reserves



Town of Natick

RATE SETTING METHODOLOGY

- ✖ FY 2019 Rates are based on a model which uses actual usage data from FY 2007-2018.
- ✖ Staff used the usage for these years and then applied the rates as proposed in each option to every meter read to obtain a purely data-driven model for rate revenues.
- ✖ Since not all fees are collected in a given year, all rate options are shown at 95% of what is billed. This reduction factor is to account for the average amount that is not collected in the same Fiscal Year in which it is billed.

Budget

EXPENSES



Town of Natick

FY 2019 BUDGET SUMMARY

Water & Sewer Account	Amount (\$)
Water & Sewer Operations	9,947,597
Utility Billing	204,755
Fringe Benefits	862,498
Debt Service	3,033,388
<u>Reserve Fund</u>	<u>200,000</u>
Subtotal	14,248,238
Capital Improvements	500,000
<u>Indirects</u>	<u>2,218,150</u>
Total	16,966,388

Amount to be Raised



Town of Natick

Major Expense Drivers

- + Debt Service – forecast at \$3,033,388
- + Energy Cost – \$674,529
- + MWRA Rates – 85% of the sewer costs



MWRA Fees

Fiscal Year	Fee	Change	
2016	\$5,526,614	\$195,811	3.67%
2017	\$5,756,705	\$220,260	4.02%
2018	\$6,044,540	\$287,835	4.99%
Estimated 2019	\$6,350,000	\$305,460	5.05%
Since 2011		46%	
Percent of Sewer Budget		85%	



Town of Natick

	FY18 Budgeted	FY19 Estimated
Revenue Summary		
Water & Sewer Fees	14,160,250	15,361,388
Connection Fees	100,000	120,000
Investment Income	25,000	35,000
Betterment	1,000,000	800,000
Misc. Fees		
Revenue from Liens		
I&I Stabilization Fund	150,000	150,000
Water & Sewer Retained Earnings	683,000	500,000
TOTAL WATER & SEWER RECEIPTS	\$ 16,118,250	\$ 16,966,388
	FY18 Estimated	FY19 Estimated
Expenditure Summary		
Operational Budget	9,671,246	10,152,352
Fringe Benefits	836,137	862,498
Debt & Interest	2,542,638	3,033,388
In-Kind Services (Indirects)	2,035,229	2,218,150
Reserve	200,000	200,000
Capital Improvements	833,000	500,000
TOTAL WATER & SEWER EXPENDITURES	\$ 16,118,250	\$ 16,966,388
NET EXCESS / (DEFICIT)	\$ 0	\$ 0

FY18 – FY19 % Change: 10.5% Budgeted Increase (including capital)

Budget Revenue

WATER & SEWER USAGE



Town of Natick

Overall Projected Usage decreased for FY 2018.

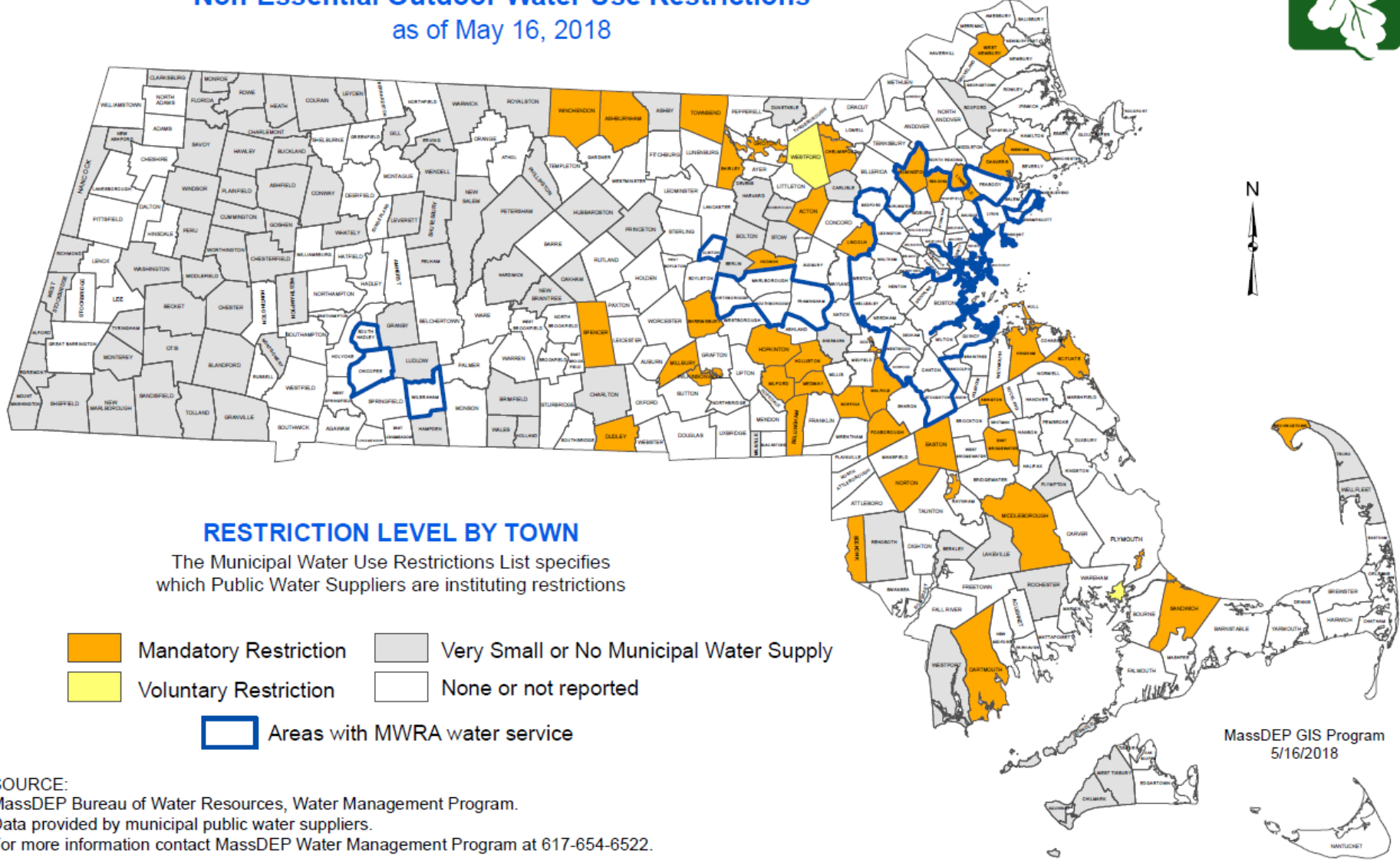
Water & Sewer Usage (in Hundred Cubic Feet)										
FY 2009	FY 2010	FY2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Average
1,365,462	1,379,663	1,408,927	1,329,410	1,365,462	1,379,663	1,376,176	1,411,132	1,338,585	1,325,500	1,367,998
Irrigation Usage (in Hundred Cubic Feet)										
FY 2009	FY 2010	FY2011	FY 2012	FY 2013	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	Average
162,702	167,342	171,645	137,975	162,702	167,342	170,420	201,885	161,807	159,060	166,288

- Average Use decreased from FY2017-FY2018 by 1%
- Continuing trend from FY2016

CURRENT MUNICIPAL WATER USE RESTRICTIONS

Non-Essential Outdoor Water Use Restrictions

as of May 16, 2018

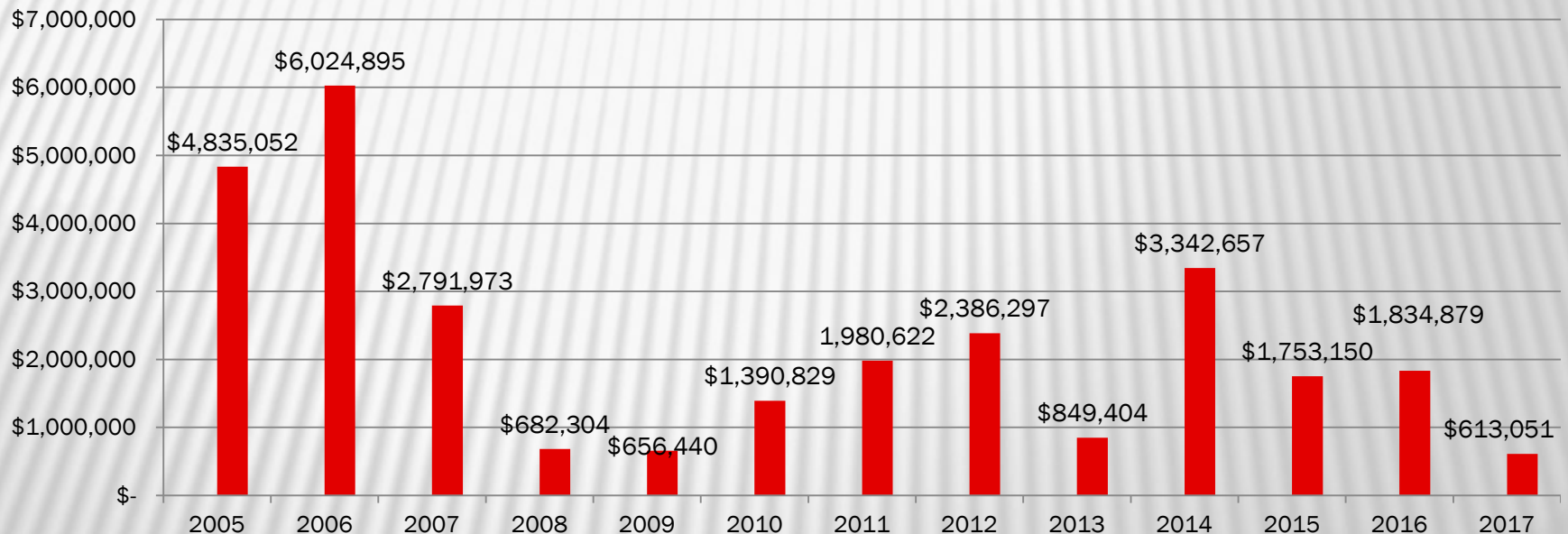




Town of Natick

Irrigation use dropped significantly in FY2017 dropping the retained earnings

Certified Retained Earnings



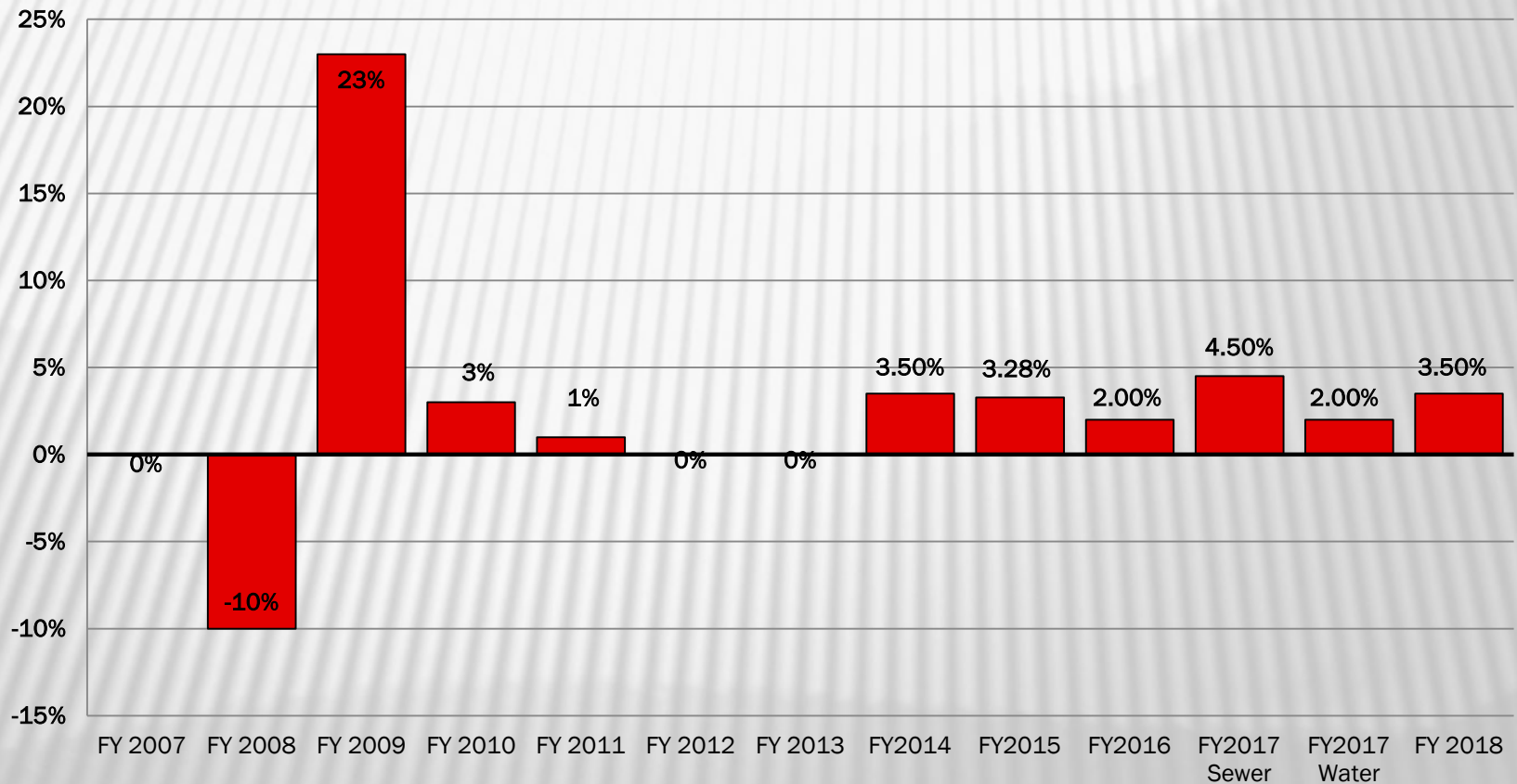
Increase for FY 2019

RATE PROPOSAL



Town of Natick

Rate Change History





Town of Natick

FY 2019 Rate Proposal:

- × 7.00% ***increase*** in Water Rates
- × 9.75% ***increase*** in Sewer Rates
- × No change in tiers or rate structure



Town of Natick



Town of Natick

Proposed Water/Sewer Rates - FY 2019

Attachment A

Water 7.00%

Sewer 9.75%

Rate Changes

This page shows comparative rates between FY 2018 and FY2019 in a variety of different rate categories and blocks. To calculate your bill, simply take your usage by tier and then apply the appropriate Rate for either Water and/or Sewer services.

Combined Water & Sewer Rates

<u>FY 2018</u>			<u>FY 2019</u>		
0-10	Water	\$ 1.77	0-10	Water	\$ 1.89
	Sewer	\$ 4.90		Sewer	\$ 5.38
11-20	Water	\$ 2.71	11-20	Water	\$ 2.90
	Sewer	\$ 8.73		Sewer	\$ 9.58
21-40	Water	\$ 4.02	21-40	Water	\$ 4.30
	Sewer	\$ 14.43		Sewer	\$ 15.84
40+	Water	\$ 6.24	40+	Water	\$ 6.68
	Sewer	\$ 14.43		Sewer	\$ 15.84

Combined Elderly Rates

<u>FY 2018</u>			<u>FY 2019</u>		
0-10	Water	\$ -	0-10	Water	\$ -
	Sewer	\$ -		Sewer	\$ -
11-20	Water	\$ -	11-20	Water	\$ -
	Sewer	\$ -		Sewer	\$ -
21-40	Water	\$ 2.86	21-40	Water	\$ 3.06
	Sewer	\$ 10.27		Sewer	\$ 11.27
40+	Water	\$ 4.44	40+	Water	\$ 4.75
	Sewer	\$ 10.27		Sewer	\$ 11.27

Water Only

<u>FY 2018</u>			<u>FY 2019</u>		
0-10	Water	\$ 1.77	0-10	Water	\$ 1.89
	Water	\$ 2.71		Water	\$ 2.90
21-40	Water	\$ 4.02	21-40	Water	\$ 4.30
	Water	\$ 10.10		Water	\$ 10.81

Elderly Water Only

<u>FY 2018</u>			<u>FY 2019</u>		
0-10	Water	\$ -	0-10	Water	\$ -
	Water	\$ -		Water	\$ -
21-40	Water	\$ 2.86	21-40	Water	\$ 3.06
	Water	\$ 4.44		Water	\$ 4.75

Irrigation

<u>FY 2018</u>			<u>FY 2019</u>		
0-10	Water	\$ 3.17	0-10	Water	\$ 3.39
	Water	\$ 6.17		Water	\$ 6.60
21-40	Water	\$ 8.24	21-40	Water	\$ 8.82
	Water	\$ 10.10		Water	\$ 10.81

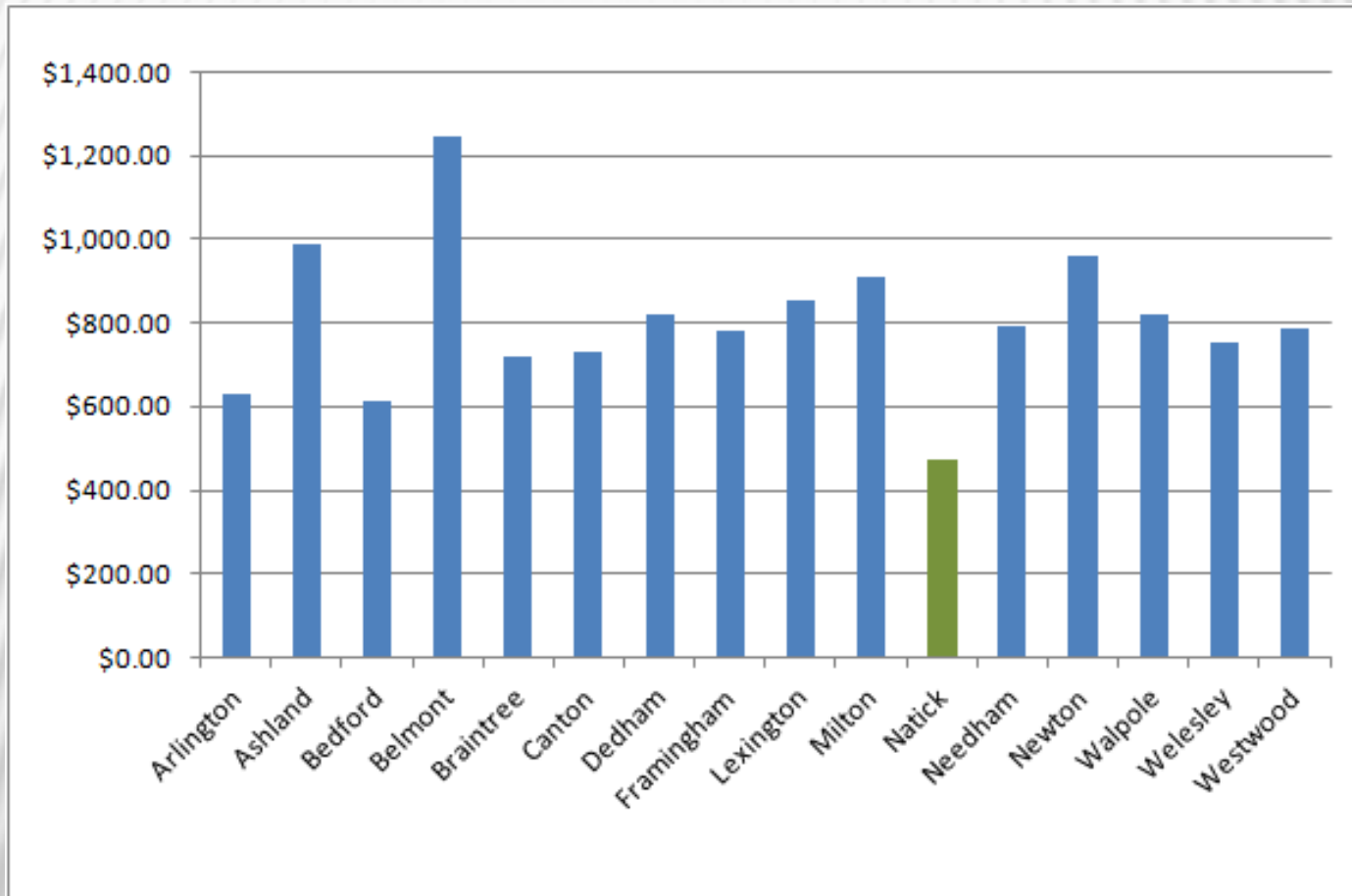
Sewer Only

<u>FY 2018</u>			<u>FY 2019</u>		
0-10	Sewer	\$ 4.90	0-10	Sewer	\$ 5.38
	Sewer	\$ -		Sewer	\$ -
11-20	Sewer	\$ 8.73	11-20	Sewer	\$ 9.58
	Sewer	\$ -		Sewer	\$ -
20+	Sewer	\$ 14.43	20+	Sewer	\$ 15.84
	Sewer	\$ -		Sewer	\$ -



Town of Natick

Average Annual Water & Sewer Bills – Comparative Communities



FY 2020 and beyond

LOOKING TOWARD THE FUTURE



Town of Natick

Future Year Considerations

- ✘ Took into account all known and projected unknown costs; including but not limited to: Labor Contracts, General Expenses, MWRA Assessments, Health Care costs, Pension costs, Debt Service, Indirects and the Five-year Capital Improvement Plan.
- ✘ Variables: Unknown extent of real increases in debt service, health care, DEP/EPA requirements or MWRA Assessments. These cost drivers could be significantly higher or lower than forecast.



Town of Natick

Forecast assumes close to an annual 4.5% increase

Summary of Budgeted Expenditures & Revenues

	FY19 Estimated	FY20 Estimated	FY21 Estimated	FY22 Estimated
Revenue Summary				
Water & Sewer Fees	15,361,388	16,100,526	16,877,318	17,693,949
Connection Fees	120,000	120,000	120,000	120,000
Investment Income	35,000	35,000	35,000	35,000
Betterments				
Misc. Fees →	800,000	800,000	800,000	800,000
Revenue from Liens				
I&I Stabilization Fund	150,000	150,000	150,000	150,000
Water & Sewer Retained Earnings	500,000	550,000	575,000	600,000
TOTAL WATER & SEWER RECEIPTS	\$ 16,966,388	\$ 17,755,526	\$ 18,557,318	\$ 19,398,949
	FY19 Estimated	FY20 Estimated	FY20 Estimated	FY20 Estimated
Expenditure Summary				
Operational Budget	10,152,352	10,609,208	11,086,622	11,585,520
Fringe Benefits	862,498	948,748	1,043,623	1,147,985
Debt & Interest	3,033,388	3,185,057	3,344,310	3,511,526
In-Kind Services (Indirects)	2,218,150	2,262,513	2,307,763	2,353,919
Reserve	200,000	200,000	200,000	200,000
Capital Improvements	500,000	550,000	575,000	600,000
TOTAL WATER & SEWER EXPENDITURES	\$ 16,966,388	\$ 17,755,526	\$ 18,557,318	\$ 19,398,949
NET EXCESS / (DEFICIT)	\$ 0	\$ 0	\$ 0	\$ 0



Town of Natick

Rate Recommendation:

Staff recommends the Board of Selectmen vote:

7.00% Water Rate Increase

9.75% Sewer Rate Increase

We believe that this rate increase is necessary to preserve the financial stability of the Enterprise Fund, maintain operations and ensure that the appropriate degree of capital and operational investment can be made in the water & sewer system of the Town of Natick.

Comments or Questions?

THANK YOU

ITEM TITLE: Sustainability Coordinator

ITEM SUMMARY: a. Aggregation
b. Future of Compost Pilot
c. Leo Ryan, Sustainability Committee Chair RE: Committee Vacancies

ATTACHMENTS:

Description	Upload Date	Type
Memo-Bay State Consultants	5/23/2018	Cover Memo
Compost Pilot Update	5/24/2018	Cover Memo

TO: Natick Board of Selectmen
FROM: John Shortsleeve, Kim Pare, Bill Chenard, Jillian Wilson-Martin
CC: Patricia O'Neil, Joe Shortsleeve, Paul Gromer, Marlana Patton, Carol Carver
RE: New Aggregation Rate Discussion
DATE: May 21, 2018

Context:

On May 1 we received 7 bids for electric supply for the Natick Aggregation in accordance with the Town of Natick's specifications for a standard higher renewable energy product and an RPS compliant product.

We recommended the lowest 12-month bids of 11.427 cents per kilowatt-hour (kWh) for the Natick Standard Green product and 11.299 cents/kWh for the Natick Basic product. The Town accepted our recommendations and executed that 12-month contract that afternoon.

We based that recommendation on the following three points:

- 1) We believe the Natick Standard Green rate will be below the 12-month average of the Eversource residential rate and Natick electricity customers will save money over the course of the 12-month contract.
- 2) It provides a stable 12-month price and eliminates the volatility of the 6-month seasonal rates.
- 3) Any consumer that so chooses can opt-in to the less expensive optional RPS compliant price of 11.299 cents per kWh (the Natick Basic product).

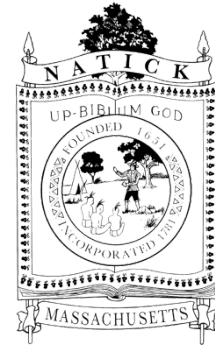
Residential Basic Service Projections:

We always advise public officials to avoid making specific forward projections of savings in any public forum. If forced to make a projection we recommend a general statement. In this case because the supply contract is a 12-month term, the general statement would be that we expect the 12-month level aggregation rate to be higher than the residential basic service summer rate, lower than the winter basic service rate, and that the aggregation price is designed and expected to achieve savings as compared to the average residential basic service rate over the 12-month period covered by the contract.

In a confidential forum, when discussing bids with public officials, we do make specific basic service projections, and did so in this case. When we do that we try to be conservative. That means that we try to err on the side of underestimating Basic Service rates. Because the

Eversource Summer Basic service rate request was filed last week, it is now safe to say that on May 1 we conservatively estimated that the summer residential basic service rate would be approximately 11 cents. The residential rate requested by Eversource last week was 11.397 cents. That should give the Board of Selectmen and any resident that sees this memo a measure of confidence in the conservatism embedded in our statement: We believe the aggregation price will be higher than the summer rate, lower than the winter rate and lower than the 12-month average Eversource residential Basic Service rate over the 12-month period covered by the contract.

Memorandum



To: Natick Board of Selectmen

CC: William Chenard, Acting Town Administrator
Jeremy Marsette, Director, Public Works
Thomas Hladick, Deputy Director, Public Works

From: Jillian Wilson Martin, Sustainability Coordinator

Date: May 23, 2017

Subject: Compost Pilot – Initial Assessment and Preliminary Next Steps

While Natick has made tremendous strides in recycling and reduction, we still generate approximately 1,100 lbs of solid waste per household (HH) per year. This costs approximately \$66 per ton or \$405,000 in total to dispose of each year. We expect to learn more about the composition of our waste stream through a comprehensive waste characterization study this summer, and already have many proactive waste reduction programs underway.

One opportunity that we have focused on in recent years is the separation of organics (food waste and non-food paper) from our waste stream. Audits from other municipalities have discovered that these materials comprise 40% of solid waste after recycling. In Natick, this would equate to approximately 2,454 tons of trash annually.

Pilot Background

To explore this opportunity, the Natick Department of Public Works (DPW) is currently providing in-house support for a curbside composting pilot that serves 500 households. The goal of the pilot was to gain insight into the costs and benefits of a food waste diversion program and to determine if the Town should invest in the equipment and operational changes needed to offer this service to all households. As such, the Town collects weekly data on tons collected and set out rates, and participating residents are asked to take frequent surveys to evaluate different aspects of the pilot.

The pilot is operated on a weekly collection schedule, in which participating residents set bagged food waste out in a separate bin on their scheduled trash/recycling day. The food waste is collected by a DPW driver using a Town truck, and is tipped at the Town of Needham's composting facility for \$0, in exchange for twice weekly collection at Needham's Hillside Elementary School's cafeteria. The DPW driver spends approximately 18 hours a week (Tues – Friday) on collection and hauling. The approved residential compostable bags are sold at the DPW and Tilly and Salvy's Bacon Street Farm at cost (\$5 for 60 bags; each bag holds three gallons).

Pilot Findings

Below is a brief summary of findings from the curbside composting pilot, based on participation to-date.

- **The Pilot is Reducing Residential Trash:** Pilot members are throwing away approximately 8 lbs of food waste per household per week. 78% of pilot members say the pilot has reduced the number of trash bags they set out each week and, by pricing the compostable bags at a lower per gallon cost than the Pay as You Throw alternative, 45% report that they are saving money through the program.
- **The Pilot Makes it Easy to Divert Food Waste:** 95% of participating households report the program is working "Great!" for their families. Many participants have said they tried and failed at backyard composting and that the pilot makes it easy for them to participate.

- **The Demand for Compost Services is Growing:** In 2015, the Town conducted a survey to gauge residents' interest in food waste diversion and 1,000 residents said they would be interested in participating in a curbside composting pilot. Since launching the pilot, the DPW has received frequent requests to join, but the Town did not initially maintain a waiting list. However, based on the volume of calls received, in October 2017, we created an [online form](#) to collect names and addresses of interested residents. We currently have nearly 400 people on that list.

Natick is one of more than 20 municipalities that have received grants from the Massachusetts Department of Environmental Protection to divert food waste from trash at the curb or drop-off sites since 2013. In addition, a variety of private haulers now offer these services directly to residents.

- **Food is Expensive to Throw Away:** Natick incinerates trash at a facility in Millbury, MA at a cost of approximately \$66/ton. Alternatively, we are able to compost food waste in Needham for \$0/ton and larger commercial compost sites in the region charge \$35/ton. If food waste comprised 40% of the Town's trash, and we were able to eliminate it from what we tip for incineration, it could save \$76,000 - \$160,000 in tipping fees.
- **However, Collection Costs are High & Creative Solutions are Needed:** The pilot has been possible through grants and the use of existing DPW resources. In year one, the pilot's operating costs outweighed its tip fee savings, and while grant funds were available to cover these costs, a sustainable program cannot rely on state grants. As such, the Town is proactively exploring alternative approaches to collection, such as split body trucks, seasonal collection schedules and regional sorting solutions. The goal is to identify a path forward that will save taxpayer money, while also supporting the program's environmental goals.

Next Steps & Proposed Future Model

The pilot was originally scheduled to end in June 2018, but has been extended by six months to November 2. In the interim, the Town is working to identify creative, low-cost solutions to make the service available to all residents and is in the process of assessing potential options via surveys with pilot participants. The goal is to announce a new plan in mid-September.

At present, the tentative plan is to outsource hauling for organics collection and change to a "subscription model", in which the Town would leverage tip fee savings to subsidize participation. Due to procurement law, the best deal for residents would be to encourage them to contract with a private hauler on an individual basis, and to provide incentives to households that can show proof of participation in an organics diversion program. These incentives may include free curbside carts, countertop containers, compostable bags and finished compost.

Note, the Town is also exploring the opportunity to offer a residential drop-off program for organics at the Natick Recycling Center.

Request of the Board

While the Town is still in the initial stages of determining the next phase of the food waste pilot, we have the opportunity to secure funding that would support the purchase of food waste carts should we choose to move forward. In 2017, Natick was awarded a \$21,000 grant from MassDEP for this purpose, but we have not executed the contract. MassDEP has advised the Town to move forward with signing the contract, which requires approval from the Board of Selectmen for the proposed future model, described above and in more detail in Appendix A. Approving this plan would not obligate the Town to move forward, but would allow us to secure funding to purchase carts, should we choose to do so, by December 31, 2018.

Appendix A

Natick Compost Pilot 2.0: Implementation Plan

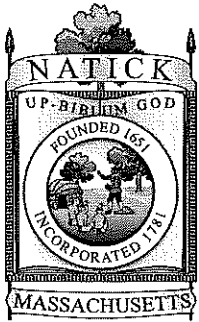
Start and End Dates:	November 5, 2018, following the completion of the Town's initial pilot program. The projected length of this program, the second phase of the pilot, is two years.
Program Description:	<p>Natick's initial curbside composting pilot collected food waste from approximately 500 residents weekly on their trash day using in-house hauling resources. Because of the reliance on in-house staff and equipment, opportunities to grow were limited. As such, in the new version of the pilot, the Town seeks to convert existing pilot members and encourage new households to enter into individual agreements with the private food waste haulers servicing our community. Our goal is to reach 750 "Pilot 2.0" members by December 2019. We plan to drive participation in this new pilot by providing residents that can show proof of private collection with special incentives, including food waste carts, compostable bags, kitchen countertop containers and other items.</p> <p>Carts and other incentives will be distributed by the Town based on proof of participation in a program. Residents will be asked to pick up their bin at the Natick Department of Public Works.</p> <p>The private food waste haulers we have identified that currently provide this service – or would like to provide this service – in our area include:</p> <ul style="list-style-type: none">• Black Earth Composting• Casella• City Compost• Hidden Acres• Orifice Recycling• Waste Management <p>Each of these companies hauls food waste to different permitted facilities across the state.</p>
Program Financing:	Residents will pay private haulers directly for the cost of collection services, which will vary by hauler. The Town of Natick will provide food waste carts and a minimum of \$15 in incentives per household per year to participate for the next two years. The \$15 estimate is based on the value of a 40% estimated reduction in tipping costs per participating household and will be validated by a waste audit planned for the summer of 2018. These funds would be made available via a transfer of funds from an existing budget allocated for disposal fees. The Town will use its Recycling Dividend funds to fund the balance of cart costs (if any) that are not covered by the grant.
Next Steps:	Natick will complete a waste audit this summer that will further inform the development of the next phase of its compost pilot and will request information from local haulers on the cost of their services. The Town will then share this information with residents and market the new model to existing pilot members and the larger community via public outreach events and Town-wide communication channels. The expectation is that the Town would be prepared to order wheeled food carts in early fall 2018, to support the new phase of the pilot beginning November 5, 2018. Based on demand, the Town may order another amount of carts by December 15, 2018. Natick will also plan on applying for a new wheeled food waste cart through the 2018 SMRP program to secure funds for additional carts through the remainder of the new pilot.

ITEM TITLE: Town Engineer: Roadway Improvements Contract Award
Recommendation

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Contract Award Recommendation & Contract	5/22/2018	Cover Memo



TOWN OF NATICK MASSACHUSETTS

TO: Natick Board of Selectmen
William Chenard, Acting Town Administrator
Jeremy Marsette, Director, Natick Public Works
William McDowell, Town Engineer
John DiGiacomo, Assistant Town Engineer

FROM: Bryan R. Le Blanc, Procurement Officer

DATE: May 21, 2018

SUBJECT: CONTRACT AWARD
Roadway Improvements at Various Locations in Natick - 2018

On April 26, 2018, sealed bids were received in accordance with M.G.L. c. 30, §39M, for the procurement of services to perform roadway improvements at various locations in the Town of Natick. Bids were received from four (4) bidders. (See attached.)

The lowest bidder, D&R General Contracting, Inc. ("D&R"), is the lowest responsible and eligible bidder. We recommend that the Natick Board of Selectmen award the contract to D&R for the complete main bid work, as provided for in the Town's Invitation for Bids. The amount of the award will be for \$1,877,313.01, as provided for in D&R's bid. Mr. McDowell and I have reviewed the bids received and have checked the references and qualifications of D&R, and have determined it to be a responsible and eligible bidder.

Please advise if you have any questions or require additional information.

Bids Received: 04/26/18

Newspaper Advertisement (Metrowest Daily News): 04/04/18

Website Posting: 03/29/18

Town Hall Postings: 03/29/18

Central Register: 04/04/18

COMMBUYS Posting: 03/29/18

Funding: MassDOT Chapter 90 Local Roadway Assistance,
FY18 Annual Roadway Supplement ATM 2017,
FY19 Annual Roadway Supplement ATM 2018 = Total \$1,877,313.01

Bids Received: See attached.

IFB Opening Form

Bids - Roadway Improvements at Various Locations in Natick - 2018

Date & Time: April 26, 2018, 11:00 A.M. EDT

[illegible]

Insurance certificates will be requested. Insurance on goods and local segment
not prejudicial to waive. ~~See Bureau of the 26 ending of the 28/10/1971~~

CPO Signature:

Witness Signature:

Town of Natick, Massachusetts
Contract for Services Related to the Furnishing of Roadway Improvements at
Various Locations – 2018

This Contract is made this twenty-ninth day of May, 2018, by and between the Town of Natick, Massachusetts, with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting by the Natick Board of Selectmen (hereinafter the "Town of Natick," the "Town," or the "Owner"), and D&R General Contracting, Inc., a corporation organized under the laws of the Commonwealth of Massachusetts, with a principal office located at 732 Newburyport Turnpike, Melrose, MA 02176 (hereinafter the "Contractor").

The words "he," "him" and "his" in this Contract, as far as they refer to the Contractor, shall so refer whether the Contractor is an individual, partnership or corporation. All prior contracts, if any exist between the Town and the Contractor, are hereby terminated and shall be of no force and effect.

1. Scope of Services

In consideration of the obligations herein contained, the Contractor shall provide services related to the furnishing Roadway Improvements at Various Locations in Natick, as set forth in the Invitation for Bids for Services Related to the Furnishing of Roadway Improvements at Various Locations - 2018 ("IFB"), issued by the Board of Selectmen of the Town of Natick, Massachusetts, which is incorporated herein by reference.

2. Standard of Care

The Contractor shall furnish all supplies, equipment, and labor necessary for the performance of the services required by this Contract in accordance with the applicable professional standards in the Eastern Massachusetts area. The Contractor warrants that it has in its employ, and throughout the term of the Contract or any extension or renewal thereof, will continue to have a sufficient number of persons experienced in developing and providing services required by this Contract, such that the Contractor's obligations under the Contract will be carried out in a prompt, safe and professional manner.

3. Term

The term of this Contract shall commence as of the execution date of this contract and shall end on November 15, 2018. Time is of the essence in the performance of services rendered by the Contractor under this Contract. The Contractor, therefore, shall achieve final completion of the work by November 15, 2018.

4. Incorporation of the Invitation for Bids/Order of Priority of Contract Documents

The provisions of the IFB and the Contractor's Bid are incorporated herein by reference. In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

Town of Natick, Massachusetts
Contract for Services Related to the Furnishing of Roadway Improvements at
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Highest Priority:	Amendments to Contract (if any)
Second Priority:	Contract
Third Priority:	Addenda to the IFB (if any)
Fourth Priority:	IFB
Fifth Priority:	Contractor's Bid.

5. **Payment**

In consideration for performance of the work in accordance with the requirements of this Contract, and in accordance with M.G.L. c.30, §39G, the Town shall pay the Contractor the prices set forth in the Contractor's Bid, a copy of which is attached hereto and incorporated by reference. Price adjustments and retainage shall be calculated and paid according to the IFB.

This Contract is a fixed price contract; and, therefore, miscellaneous expenditures associated with the Contractor's work on this project shall not be paid by the Town. In the event that an unforeseen miscellaneous expense is incurred, the Contractor shall receive the Town's approval in writing prior to incurring the expense if it will subsequently seek payment of said expense from the Town.

Payment shall be made to the Contractor for work completed in accordance with this Contract. All requests for payment shall be submitted to the Town as an invoice and shall specify work completed, progress made toward completing deliverables, the number of hours worked, the classification of each employee who performed work, and the billing rate for each employee who performed work on the project.

Payment will be due fifteen (15) days after receipt of the Contractor's invoice by the Town for services rendered in accordance with this Contract. The Town shall not make payments in advance.

If the Town objects to all or part of any invoice, the Town shall notify the Contractor in writing within two (2) weeks of the date of receipt of the invoice, and shall pay that portion of the invoice not in dispute within fifteen (15) days after the date of receipt of the invoice.

Should it be necessary for the Contractor to engage the services of a specialized contractor or companies other than those originally proposed in the Contractor's response to the Town's Invitation for Bids, the Contractor shall take such measures only with the Town's prior written approval. Charges for such services shall be billed directly to the Town unless otherwise agreed upon by the parties.

Payment of the amounts due under this Contract shall release the Town of Natick, Massachusetts and its officers, employees, boards, commissions, committees,

Town of Natick, Massachusetts
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agents and representatives, from any and all claims and liability in any way relating to this Contract or anything done in pursuance thereof.

No payment by the Town to the Contractor shall be deemed to be a waiver of any right of the Town under this Contract or ratification by the Town of any breach hereof by the Contractor.

6. **Warranty**

Any equipment delivered, unless otherwise agreed by the parties, shall be of generally merchantable quality and shall be fit for the purpose sought by the Town of Natick. All manufacturers' warranties on any equipment delivered shall be assigned to the Town of Natick.

7. **Compliance with Laws**

The Contractor shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Contractor shall comply with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended, and the applicable minimum wage rates as determined by the Massachusetts Commissioner of Labor and Industries. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and applicable provisions of any other laws, including, without limitation, Chapter 30, Sections 39F, 39G, 39K, 39L, 39M, 39N, 39O, 39P, and 39R of the Massachusetts General Laws, as amended, and Chapter 149, Sections 34, 34A, and 34B of the Massachusetts General Laws, as amended, and Chapter 82, Section 40 of the Massachusetts General Laws, as amended, as though such terms were set forth in their entirety herein.

8. **Insurance**

The Contractor shall provide and maintain throughout the term of the Contract and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.

- a. **Workers' Compensation Insurance** as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.

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- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
- d. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
- e. The Town of Natick shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.
- f. All certificates and policies shall contain the following provision:

“Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Natick Town Administrator, Natick Town Hall, 13 East Central Street, Natick, MA 01760 before such cancellation or amendment shall take place.”
- g. Certificates evidencing such insurance in five (5) copies shall be furnished to the Town at the execution of this Contract. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. The Contractor shall make no claims against the Town of Natick or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Contract.
- h. The Contractor shall also be required to provide to the Town of Natick with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the Town of Natick is named as an additional insured on each such policy.

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- i. No insurance shall be obtained from an insurer which:
 - (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
 - (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better;
- j. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.
- k. The Contractor shall provide to the Town a copy of a certificate of insurance that provides evidence of all environmental liability insurance maintained by the Contractor.

9. Indemnification

The Contractor shall compensate the Town of Natick for all damage to Town property of any nature arising out of the Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town of Natick and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or the act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the Contractor under the Contract, or which arise out of the violation of any federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of this Contract. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the Town and any judgment that may be obtained in any such claim or suit.

10. No Personal Liability

Neither the Town of Natick, nor its officers, employees, boards, commissions, committees, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Contract, or the violation of any Federal, Massachusetts or Town

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of Natick statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Contractor or its employees, regarding the subject matter of this Contract.

11. Familiarity with Area of Work

By signing this Contract, the Contractor acknowledges that it has examined the area of work which is the subject matter of this Contract and that it is familiar with all sites which are the subject of this Contract and with all conditions of the IFB and of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

12. Performance Bond

Within ten (10) calendar days after notification of award of this Contract by the Town, the Contractor shall deliver to the Town a Performance Bond, in the amount of one hundred (100%) percent of the Contract price, with a surety company that is acceptable to the Town and that is licensed by the Massachusetts Division of Insurance.

13. Labor and Materials Payment Bond

Within ten (10) calendar days after notification of award of this Contract by the Town, the Contractor shall deliver to the Town a Labor and Materials Bond, in the amount of one hundred (100%) percent of the Contract price, with a surety company that is acceptable to the Town and that is licensed by the Massachusetts Division of Insurance.

14. Independent Contractor Status

The Contractor shall provide services under this Contract as an independent contractor with the Town of Natick, and not as an employee of the Town of Natick. No employee, agent or representative of the Contractor shall be entitled to receive any benefits of employment with the Town of Natick, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation.

Town of Natick, Massachusetts
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15. Use of Alcohol and Controlled and/or Mood Altering Substances Prohibited

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and controlled and/or mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Contractor is prohibited on Town of Natick property which is the subject matter of this Contract and during all hours of work under this Contract. If any officer, employee, agent, or representative of the Contractor violates the foregoing provision, the Town of Natick shall have the right to order that such officer, employee, agent, or representative of the Contractor shall not be permitted to return to work on this Contract. Under such circumstances, the Contractor shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this Contract.

16. No Smoking

Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Contractor, its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the Town of Natick.

17. Criminal Background Screening

For each employee of the Contractor who is performing services under this Contract, the Contractor shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the Town that such employee passed the Contractor's pre-employment criminal background screen. In the event that any employee refuses to permit the Contractor to provide such information to the Town, the Contractor shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

18. Delays/*Force Majeure*

Except as specifically set forth in this Contract, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, wars, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, and project site conditions which could not have been reasonably anticipated. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to

Town of Natick, Massachusetts
Contract for Services Related to the Furnishing of Roadway Improvements at
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resume as soon as reasonably possible the normal pursuit of the services for the Project.

19. Termination

- a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the Town to the Contractor, the Town shall have the right to terminate this Contract upon written notice to the Contractor.
- b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event, the Town may terminate this Contract upon written notice to the Contractor.
- c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation by Natick Town Meeting of sufficient money to fund the Contract. Should Natick Town Meeting fail to appropriate necessary funds therefor, the Town of Natick shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event, the Town may terminate this Contract upon written notice to the Contractor.
- d. The Town may terminate this Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.
- e. The Town may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.

In the event of termination, the Contractor shall be entitled to be paid for services rendered in accordance with this Contract prior to termination.

In the event that this Contract is terminated pursuant to Section 19a. or 19b. above, the Town may make any reasonable purchase or contract to purchase services in substitution for services due from the Contractor and may deduct the cost of any substitute contract, or damages sustained by the Town due to non-performance or non-conformance of services, together with incidental and

Town of Natick, Massachusetts
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consequential damages, from the Contract price, and shall withhold such damages from sums due or sums which become due.

20. Notices

Except as otherwise provided in this Contract, all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section 20.

If to the Town: Natick Town Administrator
 Natick Town Hall
 13 East Central Street
 Natick, MA 01760

With copies to: John P. Flynn, Esq.
 Murphy, Hesse, Toomey & Lehane, LLP
 300 Crown Colony Drive, Suite 410
 Quincy, MA 02169

If to the Contractor: President
 D & R General Contracting, Inc.
 732 Newburyport Turnpike
 Melrose, MA 02176.

21. Miscellaneous Provisions

- a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, MA, and in no other court or jurisdiction.
- b. No action or failure to act by the Town shall constitute a waiver of a right or duty afforded to the Town under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the Town shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Town. No waiver by the Town of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.

Town of Natick, Massachusetts
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- c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing services under this Contract, report the same to the Town in writing.
- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.
- e. The Contractor shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.
- f. The Contractor shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.
- g. Prior to commencing services under this Contract, the Contractor shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. By entering into this Contract, the Contractor certifies under penalties of perjury that its Bid was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- i. By entering into this Contract, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents,

Town of Natick, Massachusetts
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subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

- k. Prevailing wage rates, as contained in the Bid documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- l. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.
- m. **To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this agreement, any statutorily-mandated provisions contained herein shall control.**
- n. The Contractor shall not assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the Town.
- o. The Contractor shall not assign any money due or to become due to the Contractor unless the Town of Natick shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.
- p. This Contract may be amended only by written consent of the parties.
- q. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract.

Town of Natick, Massachusetts
Contract for Services Related to the Furnishing of Roadway Improvements at
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When executed, this Contract supersedes any other agreement of any of the parties in connection with the transaction contemplated.

- r. The parties agree that the traditional canon of contract interpretation, resolving ambiguities against the drafter of the particular instrument, shall not be employed in construing provisions of the Contract
- s. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.
- t. The provisions of this Contract shall be binding upon and shall inure to the benefit of the heirs, assigns and successors in interest of the parties.
- u. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.
- v. This Contract is executed in triplicate as a sealed instrument.

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Town of Natick, Massachusetts
Contract for Services Related to the Furnishing of Roadway Improvements at
Various Locations – 2018

The Town of Natick, Massachusetts

D & R General Contracting, Inc.

by: the Natick Board of Selectmen

by:

Amy K. Mistrot, Chair

Signature

Susan G. Salamoff, Vice Chair

Printed Name

Michael J. Hickey, Jr., Clerk

Printed Title

Jonathan H. Freedman, Member

Richard P. Jennett, Jr., Member

Dated:

Dated:

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

In accordance with the requirements of M.G.L. Chapter 44, Section 31C, this is to certify that an appropriation in the amount of this Contract is available therefor, and that the Natick Board of Selectmen is authorized to execute this Contract and to approve all requisitions and execute change orders.

Arti P. Mehta
Comptroller, Town of Natick

Dated:

APPROVED AS TO FORM ONLY (AND NOT AS TO SUBSTANCE):

John P. Flynn, Esq.

Dated:

Town of Natick, Massachusetts
Contract for Services Related to the Furnishing of Roadway Improvements at
Various Locations – 2018

CERTIFICATE OF VOTE

I, _____, hereby certify
(Clerk/Secretary)

that I am the duly qualified and acting _____ of
(Corporation Name) (Title)

and I further certify that at a meeting of the Directors of said Corporation duly called and held on _____ 20____, at which meeting all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower either

_____,
(Name) (Title) ;

_____, ; or
(Name) (Title)

_____,
(Name) (Title),

any one acting singly, to execute all contracts and bonds on behalf of the Corporation.

I, further certify that the above vote is still in effect on this the ____ day of _____, 20____ and has not been changed or modified in any respect.

Signature

Printed Name

Printed Title

The certification contained here above shall be executed by CONTRACTOR or copy of current "certification of authority to sign for the Corporation" shall be attached.)

**Town of Natick
Natick, Massachusetts**

INVITATION FOR BIDS

FOR

SERVICES RELATED TO THE FURNISHING OF ROADWAY IMPROVEMENTS AT VARIOUS LOCATIONS - 2018

Addendum 2 - April 24, 2018

BIDS DUE:

April 26, 2018, 11:00 A.M. LOCAL TIME

Late Bids Will Be Rejected

DELIVER COMPLETED BIDS TO:

Town of Natick
c/o Bryan LeBlanc
Procurement Director
Department of Public Works
75 West Street
Natick, MA 01760
Phone: 508-647-6438

APPENDIX 1
TOWN OF NATICK
BID FORM
(9 pages)

The undersigned hereby submits a sealed bid for the furnishing of Roadway Improvements at Various Locations - 2018.

Printed Name of Bidder:

D&R General Contracting, Inc.

Address: 732 Newburyport Turnpike

Melrose, MA 02176

The Bidder hereby acknowledges receipt of Addenda # 1 X # 2 X # 3

The Bidder hereby pledges to deliver the complete scope of services required for the Main Bid Work, for the price shown below:

Total Price in Words: One Million Eight Hundred Seventy-Seven Thousand Three
Hundred Thirteen Dollars One Cent

Total Price in Numbers: 1,877,313.01

Unit Prices, which will not be directly used for purposes of award, are as shown on the following pages:

UNIT OR LUMP SUM ITEM NO.	PRICE BID IN BOTH WORDS AND FIGURES	ESTIMATED QUANTITY	TOTAL IN FIGURES (UNIT PRICE TIMES ESTIMATED QUANTITY)
1A.	Bit. Conc. Binder Course, per ton. <u>Seventy-Five</u> Dollars and <u>No</u> Cents (\$ <u>75.00</u>)	5741 Tons	\$ <u>430,575.00</u>
1B.	Bit. Conc. Leveling Course, per ton. <u>Seventy-Eight</u> Dollars and <u>No</u> Cents (\$ <u>78.00</u>)	250 Tons	\$ <u>19,500.00</u>
1C.	Bit. Conc. Top Course, per ton. <u>Seventy-Eight</u> Dollars and <u>No</u> Cents (\$ <u>78.00</u>)	3790 Tons	\$ <u>295,620.00</u>
1D.	Bit. Conc. Driveway Aprons, Wheelchair Ramps, & Sidewalks, per ton. <u>One Hundred Seventy-Five</u> Dollars and <u>No</u> Cents (\$ <u>175.00</u>)	1,550 Tons	\$ <u>271,250.00</u>
1E.	Trench Patch with 2.5 Inches of Binder, <u>One Hundred Fifty</u> Dollars and <u>No</u> Cents (\$ <u>150.00</u>)	356 Tons	\$ <u>53,400.00</u>
2A.	Reclaim Base Course, per square yard <u>Five</u> Dollars and <u>Thirty-Five</u> Cents (\$ <u>5.35</u>)	33,370 S.Y.	\$ <u>178,529.50</u>

UNIT OR LUMP SUM ITEM NO.	PRICE BID IN BOTH WORDS AND FIGURES	ESTIMATED QUANTITY	TOTAL IN FIGURES (UNIT PRICE TIMES ESTIMATED QUANTITY)
2B.	Cold Plane Pavement, per square yard Four Dollars and <u>No</u> Cents (\$ <u>4.00</u>)	11,450 S.Y.	\$ <u>45,800.00</u>
3.	Single Treated Stone Chip Seal, per square yard Two Dollars and <u>Fifty</u> Cents (\$ <u>2.50</u>)	36,000 S.Y.	\$ <u>90,000.00</u>
4A.	Granite Curbing Straight, Type VA4, per linear foot Forty Dollars and <u>No</u> Cents (\$ <u>40.00</u>)	250 L.F.	\$ <u>10,000.00</u>
4B.	Granite Curbing Curved, Type VA4, per linear foot Forty-Five Dollars and <u>No</u> Cents (\$ <u>45.00</u>)	1,560 L.F.	\$ <u>70,200.00</u>
4C.	R & R Granite Curbing, per linear foot Twenty-Two Dollars and <u>No</u> Cents (\$ <u>22.00</u>)	200 L.F.	\$ <u>4,400.00</u>
5.	Bit. Conc. Berm, per linear foot Four Dollars and <u>No</u> Cents (\$ <u>4.00</u>)	2,000 L.F.*	\$ <u>8,000.00</u>
6A.	Cement Conc. Sidewalks, and Wheelchair Ramps, per square yard Seventy-Five Dollars and <u>No</u> Cents (\$ <u>75.00</u>)	400 S.Y.	\$ <u>30,000.00</u>

UNIT OR LUMP SUM ITEM NO.	PRICE BID IN BOTH WORDS AND FIGURES	ESTIMATED QUANTITY	TOTAL IN FIGURES (UNIT PRICE TIMES ESTIMATED QUANTITY)
6B.	Cement Concrete Driveway Aprons, per square yard <u>Seventy-Five</u> Dollars and <u>No</u> Cents (\$ <u>75.00</u>)	100 S.Y.	\$ <u>7,500.00</u>
6C.	Cast in Place, 2'x 4' Tactile Warning Panels, per each <u>One Hundred</u> Dollars and <u>No</u> Cents (\$ <u>100.00</u>)	40 EA.	\$ <u>4,000.00</u>
7A.	Adjustment Sewer & Drain Castings, per each <u>Two Hundred Seventy-Five</u> Dollars and <u>No</u> Cents (\$ <u>275.00</u>)	60 EA.	\$ <u>16,500.00</u>
7B.	Adjustment Water Gate Box Castings, per each <u>No</u> Dollars and <u>One</u> Cents (\$ <u>.01</u>)	90 EA.	\$ <u>.90</u>
7C.	Rebuild Sewer & Drain Structures, per vertical foot <u>Three Hundred</u> Dollars and <u>No</u> Cents (\$ <u>300.00</u>)	90 V.F.	\$ <u>27,000.00</u>
7D.	Remodeled Sewer & Drain Structures, per each <u>No</u> Dollars and <u>One</u> Cents (\$ <u>.01</u>)	175 EA.	\$ <u>1.75</u>
	per cubic yard		

8. Processed Gravel for Sub-Base, 2,400 C.Y. \$ 24.00
No
 Dollars and One
 Cents (\$.01)

UNIT OR LUMP SUM
 ITEM PRICE BID IN BOTH ESTIMATED TOTAL IN FIGURES
 NO. WORDS AND FIGURES QUANTITY (UNIT PRICE TIMES
 ESTIMATED QUANTITY)

9A. Earth Excavation, 1,186 C.Y. \$ 11.86
 per cubic yard
No
 Dollars and One
 Cents (\$.01)

9B. Class A Rock Excavation, 2 C.Y. * \$ 350.00
 per cubic yard
One Hundred Seventy-Five
 Dollars and No
 Cents (\$ 175.00)

9C. Trench Excavation, 380 C.Y. \$ 17,100.00
 per cubic yard
Forty-Five
 Dollars and No
 Cents (\$ 45.00)

10. Loam & Seed Borders, 8,000 S.Y. \$ 60,000.00
 per square yard
Seven
 Dollars and Fifty
 Cents (\$ 7.50)

11. Calcium Chloride – Dust Control 8,000 LBS \$ 8,000.00
 per pound
One
 Dollars and No
 Cents (\$ 1.00)

12. Natick Police Details, 4,300 MH* \$215,000.00
 per man-hour
Fifty
 Dollars and Zero
 Cents (\$ 50.00)

13. Pavement Markings 12 inch (Paint) 1,500 L.F. \$ 3,750.0
Per linear foot
Two
Dollars and Fifty
Cents (\$ 2.50)
14. Pavement Markings 4 inch (Paint) 400 L.F. \$ 800.00
Per Linear Foot
Two
Dollars and No
Cents (\$ 2.00)
15. Traffic Controls for Construction L.S. \$ 10,000.00
Lump Sum
Ten Thousand
Dollars and No
Cents (\$ 10,000.00)

* Item Not Anticipated Or Quantity Assumed, Values Used For Comparison of Bids.

The undersigned certifies under the penalties of perjury that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

The Bidder agrees that all Bid specifications and Contract specifications are hereto made part of any Contract executed with the Town and are binding on the Successful Bidder.

Authorized Signature Robert A. Rotondi

Robert A. Rotondi
Printed Name

President
Printed Title

April 26, 2018
Date

If a Corporation:
Full Legal Name

D&R General Contracting, Inc.

Officers of Corporation and Addresses

Robert A. Rotondi, President, 67 Orchard Lane, Melrose, MA 02176

State of Incorporation Massachusetts

Principal Place of Business _____

732 Newburyport Turnpike

Melrose, MA 02176

Telephone Number, 781-321-7772

Qualified in Massachusetts Yes ☒ No ☐

Principal Place of Business in Massachusetts

Same

Telephone Number _____

Full Legal Name of Surety Company

Western Surety

Principal Place of Business of Surety Company

333 South Wabash Ave.

Chicago, IL 60604

Telephone Number _____

Admitted in Massachusetts Yes ☒ No ☐

Place of Business in Massachusetts

Telephone Number _____

Appendix 2
CERTIFICATE OF NON-COLLUSION

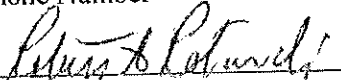
The undersigned certifies, under penalties of perjury, that this Bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

D&R General Contracting, Inc.
Name of Bidder

732 Newburyport Turnpike
Address of Bidder

Melrose, MA 02176

781-321-7772
Telephone Number

By: 
(Signature)

Robert A. Rotondi
Printed Name

President
Printed Title

April 26, 2018
Date

Appendix 3
CERTIFICATE OF TAX COMPLIANCE

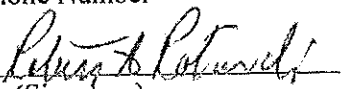
Pursuant to Massachusetts General Laws (M.G.L.) c.62C, §49A, I certify under the penalties of perjury that the Bidder named below has complied with all laws of the Commonwealth of Massachusetts pertaining to the payment of taxes, to the reporting of employees and contractors, and to the withholding and remitting of child support.

D&R General Contracting, Inc.
Name of Bidder

732 Newburyport Turnpike
Address of Bidder

Melrose, MA 02176

781-321-7772
Telephone Number

By: 
(Signature)

Robert A. Rotondi
Printed Name

President
Printed Title

April 26, 2018
Date

Appendix 4
CONFLICT OF INTEREST CERTIFICATION

The Bidder hereby certifies that:

1. The Bidder has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a Contract pursuant to this Invitation for Bids.
2. No consultant to, or subcontractor for, the Bidder has given, offered, or agreed to give any gift, contribution, or offer of employment to the Bidder, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a Contract by the Bidder.
3. No person, corporation, or other entity, other than a bona fide full time employee of the Bidder has been retained or hired to solicit for or in any way assist the Bidder in obtaining the Contract (pursuant to this IFB) upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Contract to the Bidder.
4. The Bidder understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Bidder with respect to the transaction outlined in the IFB.
5. The Bidder understands that the Bidder, his/her/its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

D&R General Contracting, Inc.

Name of Bidder

732 Newburyport Turnpike

Address of Bidder

Melrose, MA 02176

781-321-7772

Telephone Number

By: 

(Signature)

Robert A. Rotondi

Printed Name

President

Printed Title

April 26, 2018

Date

Appendix 5
CERTIFICATE OF CORPORATE BIDDER

I, Johanna Schwartz, certify that I am the Clerk of the Corporation named as Responder in the attached Response Form; that Robert A. Rotondi, who signed said Response on behalf of the Responder was then President of said Corporation and was duly authorized to sign said Response Form; and that I know his/her signature thereto is genuine.

(Corporate Seal)

D&R General Contracting, Inc.

Name of Bidder

732 Newburyport Turnpike

Address of Bidder

Melrose, MA 02176

781-321-7772

Telephone Number

By: 

(Signature)

Johanna Schwartz

Printed Name

Clerk

Printed Title

April 26, 2018

Date

This Certificate shall be completed where Bidder is a Corporation and shall be so completed by its Clerk. In the event that the Clerk is the person signing the Bidder on behalf of the Corporation, this Certificate shall be completed by another officer of the Corporation.

Appendix 6
CERTIFICATE OF COMPLIANCE WITH M.G.L. c.151B

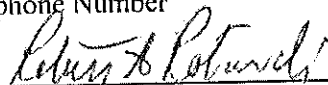
The Bidder hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited basis outlined therein.

D&R General Contracting, Inc.
Name of Bidder

732 Newburyport Turnpike
Address of Bidder

Melrose, MA 02176

781-321-7772
Telephone Number

By: 
(Signature)

Robert A. Rotondi
Printed Name

President
Printed Title

April 26, 2018
Date

Appendix 7

CERTIFICATE OF COMPLIANCE WITH APPLICABLE EEO/AA/SDO PROVISIONS

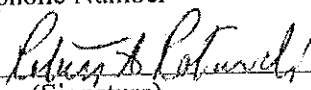
The Bidder hereby certifies that it shall comply with all applicable minority workforce percentage ratio and specific affirmative action steps contained in any EEO/AA provisions of this Contract, including, without limitation any imposed by the Massachusetts Supplier Diversity Office (SDO).

D&R General Contracting, Inc.
Name of Bidder

732 Newburyport Turnpike
Address of Bidder

Melrose, MA 02176

781-321-7772
Telephone Number

By: 
(Signature)

Robert A. Rotondi
Printed Name

President
Printed Title

April 26, 2018
Date

Appendix 8
CERTIFICATE OF NON-DEBARMENT

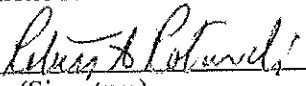
The Bidder hereby certifies that it is presently not debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, and that, should any proceeding arise in which it is debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, the Bidder shall inform the Town of Natick within one (1) business day of such debarment, suspension, or prohibition from practice.

D&R General Contracting, Inc.
Name of Bidder

732 Newburyport Turnpike
Address of Bidder

Melrose, MA 02176

781-321-7772
Telephone Number

By: 
(Signature)

Robert A. Rotondi
Printed Name

President
Printed Title

April 26, 2018
Date



STATEMENT OF BIDDER'S QUALIFICATIONS

Treasury Number: 04-2635094

Principals:

Robert A. Rotondi, President and Treasurer
67 Orchard Lane
Melrose, Massachusetts 02176

Background:

D&R General Contracting, Inc. was established April 1, 1978. Incorporated in the Commonwealth of Massachusetts, D&R has been doing business for 38 years under the present firm name. The nature of the work performed by our company is general contracting, roadway reconstruction and resurfacing with an emphasis on bituminous concrete paving. D&R has always completed the work it has been awarded.

D&R has a maximum bonding capacity is \$75,000,000.00. The bonding is supplied by Western Surety Company.

D & R is also Pre-qualified to do work with the following entities:

Massachusetts DOT Resurfacing	\$50,000,000.00
Department of Conservation and Recreation Resurfacing	\$50,000,000.00

Banking Information:

Cambridge Savings Bank
Robert Kershaw, First Vice President
1374 Massachusetts Avenue
Cambridge, MA 02138
Telephone: 617-441-7048

Management Staff:

Individual Name	Position	Years of Experience	Type of Work	Capacity
Robert A. Rotondi	President	40 yrs.	Paving/Construction	Owner
Johanna Schwartz	Accounting/Corp. Clerk	25 yrs.	Office	Manager
Richard J. Amirault	Contracts Administrator	30 yrs.	Contracts/Bids	Administrator
Joseph Rotondi	Operations Manager	12 yrs.	Construction	Manager
Steve Johanson	Construction Manager	30 yrs.	Construction	Manager
John Meehan	Construction Superintendent	20 yrs.	Construction	Superintendent
Richard Meehan	Construction Superintendent	20 yrs.	Construction	Superintendent
Laird Walsh	Construction Superintendent	30 yrs.	Construction	Superintendent
Lou Iuliano	Sales Manager	30 yrs.	Paving	Manager

D&R General Contracting, Inc.
732 Newburyport Turnpike
Melrose, MA 02176
(781) 321-7772 Phone
(781) 321-7778 Fax
www.drtpaving.com

**MAJOR CONTRACTS
D&R GENERAL CONTRACTING, INC.**

OWNER	CONTACT PERSON NAME AND TELEPHONE #	LOCATION	DESCRIPTION	BIDDER'S CONTRACT AMOUNT	GENERAL OR SUB CONTRACTORS	BALANCE TO BE COMPLETED	ESTIMATED DATE OF COMPLETION
City of Everett 2010-2014	Jill Barringer 617-394-2290	City of Everett	Resurfacing	\$ 2,225,000.00	GC	0%	Complete
Town of Holliston 2010-2012	Tom Smith 508-429-0615	Town of Holliston	Resurfacing and Construction	\$ 1,275,200.00	GC	0%	Complete
Town of Westwood 2010-2013	Vickie Quinn 781-251-2578 508-429-0615	Town of Westwood	Resurfacing and Construction	\$ 2,100,000.00	GC	0%	Complete
City of Revere 2010-2013	Frank Stringy 781-286-8181	City of Revere	Resurfacing	\$ 3,000,000.00	GC	0%	Complete
Mass DOT	Robert Blackmar 617-590-4130	City of Lowell Route 38	Resurfacing and Construction	\$ 1,500,000.00	GC	0%	Complete
Mass DOT	Robert Blackmar 617-590-4130	Framingham-Natick Route 9	Resurfacing and Construction	\$ 10,000,000.00	GC	0%	Complete
Mass DOT	Robert Blackmar 617-590-4130	Auburn Worcester Route 290/395	Resurfacing and Construction	\$ 7,200,000.00	GC	0%	Complete
Department of Conservation and Recreation 2010-2012	Mark MacLean 617-626-4923	Metropolitan District	Resurfacing	\$ 2,225,766.00	GC	0%	Complete
City of Woburn 2011-2013	Jay Duran 781-897-5980	Town of Woburn	Resurfacing and Construction	\$ 1,220,515.00	GC	0%	Complete
City of Melrose 2011	Rick Cantone 781-389-7883	City of Melrose	Resurfacing and Construction	\$ 788,350.00	GC	0%	Complete
City of Melrose 2011	Rick Cantone 781-389-7883	City of Melrose	Sidewalks and Curbing	\$ 599,867.00	GC	0%	Complete
Town of Walpole 2011	Richard Flood 774-259-0138	Town of Walpole	Resurfacing and Construction	\$ 954,887.00	GC	0%	Complete
City of Lynn 2011-2013	Jay Fink 781-477-7099	City of Lynn	Resurfacing	\$ 803,300.00	GC	0%	Complete
Town of Wilmington 2011	Donald Onusseit 978-658-4481	Town of Wilmington	Resurfacing and Construction	\$ 896,175.00	GC	0%	Complete
Department of Conservation and Recreation 2012-2014	Mark MacLean 617-626-4923	Metropolitan District	Resurfacing	\$ 3,439,438.00	GC	0%	Complete
MassDOT	Brian Lewis 508-824-6633	195 Canton Sharon Norwood Walpole	Resurface	\$ 8,782,642.00	GC	0%	Complete
Town of Georgetown 2012	Peter Durkee 978-352-5704	Town of Georgetown	Resurfacing	\$ 300,000.00	GC	0%	Complete
City of Braintree 2012	Richard Grey 781-794-8956	City of Braintree	Resurfacing and Construction	\$ 1,799,427.00	GC	0%	Complete
Town of Nahant 2012	Timothy Lowe 781-581-0026	Town of Nahant	Resurfacing	\$ 143,125.00	GC	0%	Complete
Town of Natick 2012	Mark Coviello 508-245-2535	Town of Natick	Resurfacing	\$ 1,304,851.00	GC	0%	Complete
City of Salem 2012	Richard Rennard 978-744-3302	City of Salem	Resurfacing	\$ 1,532,480.00	GC	10%	Complete
Town of Swampscott 2012	Gino Cresta 781-596-8828	Town of Swampscott	Resurfacing	\$ 838,833.00	GC	0%	Complete
Town of Wilmington 2012	Donald Onusseit 978-658-4481	Town of Wilmington	Resurfacing and Construction	\$ 837,610.00	GC	0%	Complete
Town of Weymouth 2012	Bob O'Connor 781-337-5100	Town of Weymouth	Resurfacing	\$ 1,098,866.00	GC	0%	Complete
Town of Walpole 2012	Richard Flood 774-259-0138	Town of Walpole	Resurfacing	\$ 800,880.00	GC	0%	Complete
City of Woburn 2012	Jay Duran 781-897-5980	Town of Woburn	Resurfacing and Construction	\$ 1,254,288.00	GC	0%	Complete
MassDOT	Neil Raymond 774-292-2064	District 3	Resurface	\$ 1,929,288.00	GC	0%	Complete
Town of Lexington 2013	Dave Cannon 781-274-8326	Town of Lexington	Resurface	\$ 2,631,606.00	GC	0%	Complete
Town of Natick 2013	Mark Coviello 508-245-2535	Town of Natick	Resurfacing	\$ 1,479,204.00	GC	0%	Complete
Town of Wilmington 2013	Donald Onusseit 978-658-4481	Town of Wilmington	Resurfacing and Construction	\$ 851,225.00	GC	0%	Complete
Town of Burlington 2013	Tim Mazzone 781-270-1640	Town of Burlington	Resurfacing and Construction	\$ 960,821.00	GC	0%	Complete
City of Boston 2013	Kevin Linskey 617-438-8507	City of Boston	Resurfacing	\$ 1,095,785.00	GC	0%	Complete
City of Everett 2013	Jill Barringer 617-394-2290	City of Everett	Bike Path	\$ 258,425.00	GC	0%	Complete
Town of Holliston 2010-2013	Tom Smith 508-429-0615	Town of Holliston	Resurfacing and Construction	\$ 631,261.00	GC	0%	Complete
Town of Westwood 2010-2013	Vickie Quinn 781-251-2578 508-429-0615	Town of Westwood	Resurfacing and Construction	\$ 849,739.00	GC	0%	Complete
Town of Norwood 2013	Catherine Carney 781-762-1240	Town of Norwood	Resurfacing and Construction	\$ 564,357.00	GC	0%	Complete
City of Melrose 2013-2015	Rick Cantone 781-389-7883	City of Melrose	Resurfacing and Construction	\$ 1,123,550.00	GC	0%	Complete

City of Woburn 2013	Jay Duran 781-897-5980	Town of Woburn	Resurfacing and Construction	\$ 1,418,000.00	GC	0%	Complete
MassDOT Route 129 Lynn 2014	Mark Spinale 781-853-8852	MassDOT	Resurfacing and Construction	\$ 3,995,000.00	GC	0%	Complete
City of Malden 2014	Robert Knox 781-397-7372	City of Malden	Resurfacing and Construction	\$ 1,455,661.00	GC	0%	Complete
City of Arlington 2014	Wayne Chouinard 781-316-3301	City of Arlington	Resurfacing and Construction	\$ 854,067.00	GC	0%	Complete
Town of Lincoln 2014	Chris Bibbo 781-259-8999	Town of Lincoln	Resurfacing and Construction	\$ 227,560.00	GC	0%	Complete
City of Lynn 2014	Jay Fink 781-477-7099	City of Lynn	Resurfacing and Construction	\$ 2,481,800.00	GC	0%	Complete
City of Salem 2014	John Tomasz 978-744-3306	City of Salem	Resurfacing and Construction	\$ 1,192,656.00	GC	0%	Complete
City of Somerville 2014	Stan Koty 617-455-7856	City of Somerville	Resurfacing and Construction	\$ 2,186,796.00	GC	0%	Complete
Town of Stoneham 2014-2016	David Lizotte 781-438-0760	Town of Stoneham	Resurfacing and Construction	\$ 1,060,000.00	GC	0%	Complete
Town of Watertown 2014	Matt Shuman 617-972-6420	Town of Watertown	Resurfacing and Construction	\$ 2,162,806.00	GC	0%	Complete
Town of Wellesley 2014-2016	Public Works 781-235-7600	Town of Wellesley	Resurfacing and Construction	\$ 1,833,870.00	GC	0%	Complete
Town of Wilmington 2014	Donald Onusseit 978-658-4481	Town of Wilmington	Resurfacing and Construction	\$ 844,350.00	GC	0%	Complete
MassDOT District 6 2015-2017	Mark Spinale 781-853-8852	MassDOT	Resurfacing and Construction	\$ 7,228,128.00	GC	0%	Complete
Town of Newton 2015	Jim McGonagle 617-796-1000	Town of Newton	Resurfacing and Construction	\$ 1,097,350.00	GC	0%	Complete
Town of Newton 2015	Jim McGonagle 617-796-1000	Town of Newton	Resurfacing and Construction	\$ 2,479,500.00	GC	0%	Complete
Town of Natick 2015	Mark Coviello 508-245-2535	Town of Natick	Resurfacing	\$ 1,651,235.00	GC	0%	Complete
Town of Arlington 2015	Wayne Chouinard 781-316-3301	Town of Arlington	Resurfacing and Construction	\$ 1,772,025.00	GC	0%	Complete
Town of Lexington 2015	Dave Pinsonneault 781-274-8300	Town of Lexington	Resurfacing and Construction	\$ 2,676,332.00	GC	15%	11/15/2017
City of Lynn 2015	Jay Fink 781-477-7099	City of Lynn	Resurfacing and Construction	\$ 2,000,000.00	GC	0%	Complete
City of Chelsea 2015	Bert Travema 617-828-7332	City of Chelsea	Resurfacing and Construction	\$ 477,000.00	GC	0%	Complete
City of Malden 2015	Robert Knox 781-397-7372	City of Malden	Resurfacing and Construction	\$ 553,105.00	GC	0%	Complete
City of Medford 2015	Brian Kerins 781-393-2417	City of Medford	Resurfacing and Construction	\$ 631,510.00	GC	0%	Complete
Town of Nahant 2015	Dennis Ball 781-581-0026	Town of Nahant	Resurfacing and Construction	\$ 259,570.00	GC	0%	Complete
City of Peabody 2015-2017	David Terezoni 978-536-7116	City of Peabody	Resurfacing	\$ 1,074,252.00	GC	0%	Complete
City of Salem 2015	John Tomasz 978-744-3306	City of Salem	Resurfacing and Construction	\$ 1,060,793.00	GC	0%	Complete
City of Somerville 2015	Stan Koty 617-455-7856	City of Somerville	Resurfacing and Construction	\$ 4,014,574.00	GC	0%	Complete
City of Waltham 2015	Bernie McDonald 781-853-9880	City of Waltham	Resurfacing and Construction	\$ 4,598,666.00	GC	0%	Complete
Town of Wilmington 2015	Donald Onusseit 978-658-4481	Town of Wilmington	Resurfacing and Construction	\$ 842,726.00	GC	0%	Complete
Town of Winchester 2015	James Gill 781-721-7100	Town of Winchester	Resurfacing and Construction	\$ 594,000.00	GC	0%	Complete
City of Woburn 2015	Jay Duran 781-897-5980	Town of Woburn	Resurfacing and Construction	\$ 612,369.00	GC	0%	Complete
Town of Lincoln 2016	Chris Bibbo 781-259-8999	Town of Lincoln	Resurfacing and Construction	\$ 195,740.00	GC	0%	Complete
City of Lynn 2016	Public Works 781-268-8000	City of Lynn	Resurfacing and Construction	\$ 2,000,000.00	GC	0%	Complete
City of Malden 2016	Robert Knox 781-397-7372	City of Malden	Resurfacing and Construction	\$ 1,373,998.00	GC	0%	Complete
City of Melrose 2016-2018	Rick Cantone 781-389-7883	City of Melrose	Resurfacing and Construction	\$ 1,181,695.00	GC	25%	11/15/2018
Town of Medway 2016	Jay Duran 781-897-5980	Town of Woburn	Resurfacing and Construction	\$ 649,500.00	GC	0%	Complete
Town of Natick 2016	Mark Coviello 508-245-2535	Town of Natick	Resurfacing	\$ 1,899,777.00	GC	0%	Complete
City of Somerville 2016	Stan Koty 617-455-7856	City of Somerville	Resurfacing and Construction	\$ 3,395,180.00	GC	50%	11/15/2017
Town of Wilmington 2016	Donald Onusseit 978-658-4481	Town of Wilmington	Resurfacing and Construction	\$ 825,981.00	GC	0%	Complete
DCR	James Caputo 617-908-3885	Eastern Mass	Resurfacing	\$ 6,241,702.00	GC	50%	5/1/2018
Town of Newbury 2017-2020	James Sarette 978-465-0862	Town of Newbury	Resurfacing	\$ 499,000.00	GC	80%	5/1/2020
City of Revere 2017-2020	Donald Goodwin 781-286-8149	City of Revere	Resurfacing	\$ 4,500,000.00	GC	80%	5/15/2020
City of Medford 2017	Brian Kerins 781-393-2417	City of Medford	Resurfacing	\$ 717,836.00	GC	75%	11/15/2017

City of Lynn 2017-2020	Andrew Hall 781-268-8000	City of Lynn	Resurfacing	\$ 2,457,426.00	GC	90%	5/1/2020
Town of Saugus 2017-2020	Brendan O'Regan 781-231-4145	Town of Saugus	Resurfacing	\$ 348,375.00	GC	80%	7/1/2020
Town of Winchester 2017	James Gill 781-721-7100	Town of Winchester	Resurfacing	\$ 417,700.00	GC	75%	6/30/2018
Town of Reading 2017	Jeffrey Zager 781-942-9077	Town of Reading	Resurfacing and Construction	\$ 978,745.00	GC	75%	11/15/2017
Town of Wilmington 2017	Jamie Magaldi 978-694-2003	Town of Wilmington	Resurfacing and Construction	\$ 836,666.00	GC	50%	6/30/2018
Town of Essex 2017-2020	Paul Goodwin 978-768-6262	Town of Essex	Resurfacing	\$ 103,386.00	GC	100%	8/1/2020
MassDOT	Brian Lewis 774-292-2084	Abington-Weymouth	Resurfacing and Construction	\$ 11,349,200.00	GC	100%	7/1/2022
City of Salem 2017	David Knowlton 978-619-5673	City of Salem	Resurfacing and Construction	\$ 1,215,716.00	GC	100%	11/1/2017
Town of Stoneham 2017-2020	David Lizotte 781-438-0760	Town of Stoneham	Resurfacing and Construction	\$ 619,393.00	GC	100%	7/21/2020

VEHICLES AND TRUCKS 2015						
Vehicle #	Year	MAKE	Vin number	GVW	Plate #	Expiration
22	2010	Ford F150	1FTMF1C87AKC36268	7,000	N72679	Dec-15
30	2011	International 700 SER Tack Distributor	1HTZZAAN7BJ334796	33,000	N96674	Dec-15
31	2015	Ford F350 Rack Truck (White)	1FDRF3G60FEA49255	14,000	M38731	Dec-15
32	2012	Ford F150	1FTNF1CF2CKD72488	8,000	K72818	Dec-15
33	2008	Ford Lowcab Rack Truck	3FRLL45Z58V073616	16,000	N37180	Dec-15
34	2010	Ford F150	1FTMF1C85AKC36270	7,000	N72677	Dec-15
35	2010	Ford F150	1FTMF1C85AKC36267	7,000	N72678	Dec-15
36	2008	Ford Lowcab	3FRLL45Z58V247987	16,000	N76918	Dec-15
37	2008	Ford F450 Super Duty	1FDXF47R48EB06731	16,000	N69052	Dec-15
38	2008	Ford F150	1FTRX12W98FC03780	7,000	M90874	Dec-15
39	2008	Ford F450 Super Duty	1FDXF46R08EE28090	16,000	E67113	Dec-15
40	2005	Sterling Acterra Attenuator Truck	2FZACFC555AN70084	26,000	M94765	Dec-15
44	2004	Ford F350 Cabch (Gray)	1FDWF36P94EA49247	13,000	K45503	Dec-15
45	2000	Ford F350 PU (Gray)	1FTSW30FXEYEC35808	10,000	H33020	Dec-15
47	2001	Ford SRWSUP PU (Gray)	1FTNF20F81ED32616	9,000	J13636	Dec-15
48	2005	Ford F450 Cabch (Gray)	1FDXF46P05ED16352	16,000	K74362	Dec-15
49	2004	2004 Ford F 450	1FDXW46PX4ED63547	15,000	K81797	Dec-15
50	2005	Ford F350	1FTWF30P15EB90599	11,000	L32710	Dec-15
51	2005	Ford F450	1FDXF46PX5ED05486	16,000	L40658	Dec-15
52	2005	Ford F450	1FDXF46P36ED16362	16,000	L40657	Dec-15
53	2006	Ford LCF Truck	3FRML55Z46V386109	20,000	L88795	Dec-15
54	2006	Ford LCF Truck	3FRML55Z06V385110	20,000	L88794	Dec-15
55	2014	Ford F150	1FTEX1EM9EKF80587	7,000	J13637	Dec-15
56	2004	Ford F350 Dump	1FDWF37L04EA14687	13,000	M94767	Dec-15
57	2004	Sterling Acterra Attenuator Truck	2FZACFC64AM92128	26,000	M94764	Dec-15
58	2006	Ford F450 Super	1FDXW47P96ED92877	16,000	M59039	Dec-15
59	2006	Ford F450 Super	1FDXW47P06ED92878	16,000	M84835	Dec-15
67	2004	Ford F650 - CABCH Red	3FRNF85334V589653	26,000	K25921	Dec-15
68	2003	Ford F650 - CABCH Red	3FDNF85233MB06344	26,000	P52280	Dec-15
72	1993	Ford Ranger (grey)	1FTCR10A7PTA53790	4,000	F20271	Dec-15
82	2003	Ford F350 Pickup	1FTSF30P23ED65339	10,000	K31051	Dec-15
84	1984	Peterbuilt Water Tanker	1XP9K59X5EP165702	50,000	J70035	Dec-15
85	2001	F250 Pickup	1FTNF20F81ED32633	9,000	J13637	Dec-15
86	2004	Ford F 750 White	3FRXF75294V600421	43,000	P76659	Dec-15
88	1995	Ford F450	1FDLF47F05EA60424	15,000	E67149	Dec-15
90	2002	Ford F350	1FTSW30F92EA67662	10,000	J67967	Dec-15
91	1998	PTRB Conven Tract (IFTA)	1XP5DB9X8WN448518	130,000	53829	Jun-15
93	2000	F350	1FDWW36F6YEB18117	13,000	H30768	Dec-15
94	2004	Ford F350 Pickup (Gray)	1FTSF30PX4EB00525	10,000	K72802	Dec-15
95	2003	Ford F350 Pickup	1FTSF30P83EC39132	10,000	K20301	Dec-15
96	1999	Ford F 350	1FDSX34F8XEB74668	10,000	G47849	Dec-15
97	2000	F250 Pickup	1FTNF20F6YEA49173	9,000	G93624	Dec-15
98	2003	Ford F350 Pickup	1FTSF30P83EC3824	10,000	K20288	Dec-15
99	2000	F350	1FDSX34FXEYEA81457	10,000	J22276	Dec-15
101	2006	Mack CV 713	1M2AG11C86M042300	77,000	P52277	Dec-15
102	2006	Mack CV 713	1M2AG11C86M042301	77,000	L86496	Dec-15
103	2006	Mack CV 713	1M2AG11C86M044703	77,000	L86495	Dec-15
104	2006	Mack CV 713	1M2AG11C76M044704	77,000	P52278	Dec-15
105	2006	Mack CV 713	1M2AG11C86M044708	77,000	L86491	Dec-15
106	2006	Mack CV 713	1M2AG11C26M044707	77,000	P52279	Dec-15
107	2006	Mack CV 713	1M2AG11C96M044705	77,000	71310	Jun-15
108	2006	Mack CV 713	1M2AG11C86M044709	77,000	71308	Jun-15
109	2007	Mack CV 713	1M2AG11C77M060967	80,000	69492	Jun-15
110	2007	Mack CV 713	1M2AG11C97M060968	80,000	L96408	Dec-15
111	2007	Mack CV 713	1M2AG11C57M060966	80,000	69495	Jun-15
112	2007	Mack CV 713	1M2AG11C07M060969	80,000	85666	Jun-15
113	2007	Mack CV 713	1M2AG11C07M060972	80,000	69494	Jun-15
114	2007	Mack CV 713	1M2AG11C97M060971	80,000	71307	Jun-15
115	2007	Mack CV 713	1M2AG11C77M060970	80,000	71308	Jun-15
116	2007	Mack CV 713	1M2AG11C27M060973	80,000	71309	Jun-15
117	2007	Mack CHN 613	1M1AJ07Y97N009676	130,000	84283	Jun-15
118	2007	Mack CHN 613	1M1AJ07Y07N009677	130,000	84282	Jun-15
123	1997	PTRB Conven Tract (IFTA)	1NPAXBTX0VN439920	80,000	85667	Jun-15
3LT	2002	ALLMA Light Twr.Utility Trailer	0631PR002	2,000	898920	Nov-15
7LT	2004	Allma Light Twr.Utility Trailer	0930PR004	2,000	962832	Nov-15
8LT	2004	Allma Light Twr.Utility Trailer	0934PR004	2,000	B2663	Nov-15
LT10	2005	Magnum Light Tower Utility Trailer	5AJLS16165B005440	2,000	W5182	Nov-15
LT12	2005	Magnum Light Tower Utility Trailer	5AJLS161X5B005425	2,000	W5183	Nov-15
LT13	2005	Magnum Light Tower Utility Trailer	5AJLS161X5B005442	2,000	W5184	Nov-15
LT15	2005	Magnum Light Tower Utility Trailer	5AJLS1615B005443	2,000	W5185	Nov-15
LT16	2005	Magnum Light Tower Utility Trailer	5AJLS16155B005364	2,000	W5176	Nov-15
LT18	2005	Magnum Light Tower Utility Trailer	5AJLS161S5B005439	2,000	W5181	Nov-15
LT19	2005	Magnum Light Tower Utility Trailer	5AJLS16135B005363	2,000	W5179	Nov-15
LT20	2010	Allamond Light Tower	1548PR010	2,000	A56935	Nov-15
LT21	2010	Allamond Light Tower	1549PR010	2,000	A56936	Nov-15
LT22	2010	Allamond Light Tower	1550PR010	2,000	A56920	Nov-15
LT23	2010	Allamond Light Tower	1551PR010	2,000	A56919	Nov-15
LT24	2010	Allamond Light Tower	1552PR010	2,000	A56918	Nov-15
LT27	2005	Magnum Pro Light Tower	5AJLS16166B002183	2,000	A81899	Nov-15
AB1	2001	Wanco Constr Trail Orange	5F11S101X11000725	2,000	J1622	Nov-15
AB11	2005	VerMac ArrowBd.Trl.ST-4815 Orange	2S9US11175S132176	2,000	G3627	Nov-15
AB2	2001	Wanco Constr Trail Orange	5F11S101811000724	2,000	803919	Nov-14
AB3	1999	Arrow Board	1W9181017X1249139	1,000	804829	Nov-15
AB5	2004	VerMac ArrowBd.Trl.ST-4815 Orange	2S9US11144S132246	2,000	A5259	Nov-15

VEHICLES AND TRUCKS 2015						
Vehicle #	Year	MAKE	Vin number	GVW	Plate #	Expiration
AB7	2004	VerMac ArrowBd.Trl.ST-4815 Orange	2S9US11164S132247	2,000	A5260	Nov-15
AB8	2004	VerMac ArrowBd.Trl.ST-4815 Orange	2S9US11174S132273	2,000	A5257	Nov-15
AB9	2004	VerMac ArrowBd.Trl.ST-4815 Orange	2S9US11154S132272	2,000	A5261	Nov-15
AB12	2008	VerMac Arrow Board Trailer ST 4815 Orange	2S9US21168S132244	2,000	Y1185	Nov-15
AB13	2008	VerMac Arrow Board Trailer ST 4815 Orange	2S9US21108S132062	2,000	W4797	Nov-15
AB15	2008	VerMac Arrow Board Trailer ST 4815 Orange	2S9US21148S132243	2,000	Y1184	Nov-15
AB17	2008	Wanco Arrow Board Trailer WTSP55-LSA Orange	5F11S101281004570	2,100	A12642	Nov-15
AB19	2008	Wanco Arrow Board Trailer WTSP55-LSA Orange	5F11S101681004572	2,100	A12641	Nov-15
AB20	2009	Wanco Arrow Board Trailer WTSP55-LSA Orange	5F11S101X91002406	2,100	A55733	Nov-15
AB21	2009	Wanco Arrow Board Trailer WTSP55-LSA Orange	5F11S101191002407	2,100	A55730	Nov-15
AB22	2009	Wanco Arrow Board Trailer WTSP55-LSA Orange	5F11S101391002408	2,100	A55734	Nov-15
AB23	2009	Wanco Arrow Board Trailer WTSP55-LSA Orange	5F11S101991002414	2,100	A55735	Nov-15
AB24	2010	Wanco Arrow Board Trailer WTSP55-LSA Orange	5F11S1010A1001026	2,100	A56941	Nov-15
AB25	2010	Wanco Arrow Board Trailer WTSP55-LSA Orange	5F11S1012A1001027	2,100	A56944	Nov-15
AB27	2010	Wanco Arrow Board Trailer WTSP55-LSA Orange	5F11S1016A1001029	2,100	A56938	Nov-15
AB28	2010	Wanco Arrow Board Trailer WTSP55-LSA Orange	5F11S1012A1001030	2,100	A56943	Nov-15
AB29	2010	Wanco Arrow Board Trailer WTSP55-LSA Orange	5F11S1014A1001031	2,100	A56940	Nov-15
AUTO EPL2	2005	Ford Explorer (blue)	1FMZU74EX5UB12634		47XG36	Jun-16
	2008	Ford Explorer (black)	1FMEU75E58UB15247		7142CL	Feb-17
AUTO WAG	2005	Ford Freestar	2FMZA57635BA54910		13WX44	Apr-15
COM 1	2001	Leroi Compressor Q185DJE	3515X790	3,000	A64508	Nov-15
COM2	2003	Atlas Compressor (trailer)	4500A06193H008193	3,000	960729	Nov-15
COM4	1995	Atlas Compressor (td)	H0L600755	2,000	688247	Nov-15
COM5	2004	Sullivan D184 Compressor/Trailer	PE4024T011803	3,000	982833	Nov-15
COM6	2005	Sullivan D185 Compressor/Trailer	23854	3,000	G5835	Nov-15
MB3	2002	Vermac Message Board	2S9US41562S132976	3,000	B35058	Nov-15
MB4	2002	Vermac Message Board	2S9US41542S132975	3,000	B35059	Nov-15
T10	1997	Tow Master Trailer #T10	4KNUT1625VL160461	13,000	853984	Nov-15
T1	1997	J and J Semi Trailer	1S92S2627VM006764	45,000	SM82957	Dec-15
T2	1998	Steco trailer	1S9DSF2TXW1252855	80,000	SM66728	Dec-17
T3	2000	Steco trailer	5EWDS2626Y1263304	80,000	SM69514	Dec-19
T4	2002	Etnyre Lowboy Semi Trailer	1E92793312E111001	133,000	SM75181	Dec-15
T6	1998	Custo.Utility Trailer-Blk (MDR)	1KX331530W1002637	8,000	A59378	Nov-15
T7	1984	Homem GT4000 Trail 1 ton trailer	Z722657	5,000	590728	Nov-15
T8	1989	Trail King UTL Trailer	1TKU01624KM023723	13,000	F6972	Nov-15
T12	2008	Etnyre Lowboy Semi Trailer	1E93002018E111228	133,000	SM75769	Dec-17
T17	2008	Evaco Superline Trailer	1E9BE162X8A283053	10,000	A62955	Nov-15
T14	1999	Cam Utility Trailer - Yellow	4YUUF2226XJ001773	12,000	A19291	Nov-15
T15	1993	International Utility Trailer - Yellow	1ZFCF1427PB000047	12,000	A19290	Nov-15
T16	1998	Karav Trailer	186U81057WF033570	6,000	A35623	Nov-15
T13	2007	Evaco Superline Trailer	1E9BE18287A283435	10,000	A62956	Nov-15
T18	2013	Load Trail Trailer	4ZESA1018D1034588	7,000	B79141	Nov-15
T19	2013	Load Trail Trailer	4ZESA1016D1034590	7,000	B79137	Nov-15
T20	2013	Homem LE4000 Trailer			C21893	Nov-15
T21	1988	Semi Lowbed Trailer	1B93B4526JP011167	80,000	SM92344	Dec-18
HR2	2014	150 Magma DHR 2 Wheel Trailer	1G9141411EM119053	5,820	C35082	Nov-15
TAC1	1997	Leeboy Tack Wagon	L250T905	3,000	960386	Nov-15
	2013	Lincoln MKS	1LNHL9EK7DG606302		616VC9	Sep-15
	2010	Ford Expedition	1FMJU2A57AEB55241		716HR4	Apr-15
	2014	Lincoln Navigator	5LMJJ2J56EEL02774		1SW393	Mar-16
	2015	Ford Explorer	1FM5K8B89FGA05890		1ML991	Jan-16
V2	2013	Dodge Caravan - Gray	2C4RDGBG0DR683604		P99244	Dec-15
V3	2013	Dodge Caravan - Gray	2C4RDGBG5DR665146		R17179	Dec-15
V4	2013	Dodge Caravan - Black	2C4RDGBG9DR688767		R17182	Dec-15
	1988	Brigad WHGM Fuel Truck	4GDP8C1Y9JV702121		Yard - No Reg	

D&R General Contracting, Inc.		
Machinery & Equipment		
	Description	Serial Number
	Sidewalk Paver	60188061750049
SP2	Salsco Sidewalk Paver	
R1	Lee Boy Static Roller	293
R2	1992 Dresser Roller 714	62672
R4	Buehling 2 Ton roller	5072
R6	Dresser Roller 714 1992	62724
R7	Buehling 1987 roller	10112
R8	Buehling 1998 roller	11110
R9	Bomag BW11AS roller 2000	109D08906554
R10	Bomag BW5AS roller 3-5 2000	B158C35113V
R11	1992 Dresser Roller S-3-5	62644
R12	1997 HYPAC Vibratory Roller Model C850B	B188C1847R
R13	Hypac C350D roller 2002	109D08906610
R14	HYPAC HY0034 Roller Model C330B 2002	109B15803773
R16	Hypac C350D roller 2000	109D08906508
R17	2004 HYPAC C530AH Roller	901A22202106
R18	2004 HYPAC C766C Vibr. Roller	901C20902528
R19	2005 Beuthing Model B205 Static Roller	205562
R20	Caterpillar Vibratory Roller-2006	EAA00203-----ID#S038444
R21	Caterpillar Vibratory roller-2006	EAA00351-----ID#S040691
R22	2008 Hamm HD10C Roller	1701301
R23	2008 Hamm HDO80V 10 Ton Vibratory Roller	1810580
R25	2009 Volvo DD138 HFA	VCEDD138C00200160
R26	Buehling B205 Static Roller	205576
VR27	2012 Cat CB14B Roller	CATCB14BJ47300113
VR28	2013 Cat CB14B Roller	CATCB14BL47300294
RG1	2008 Komatsu Grader GD655-3	51286
P4	2005 Cat AP 1055B Asphalt Paver	CATAP105HA3P00262
P6	2005 Cat AP 1000B Asphalt Paver	CATAP100CAGP00207
P7	2006 Cat AP 655C Asphalt Paver	CATAP655CAYP00346
P8	2008 Cat AP 1000D Asphalt Paver	CATAP100TEAD00306
Berm	Miller Berm Machine	J12280
Berm 2	Miller Berm Machine	J18954
Extac	2006 Extac Robotrac	9872
SL1	Mustang Skid Steer Loader	MMC02086H00002927
SL2	Mustang Skid Steer Loader	MMC02086C00002946
SL3	1999 Melroe Bobcat 863	514430032
SL4	1999 New Holland Skid Steer Model LX665	69274
SL5	1999 New Holland Skid Steer Model LX665	69260
SL6	2001 Cat 226 Skid-Steer Loader	5FZ04707
SL7	Mustang Skid Steer Loader	02086T00003855
SL8	Mustang Skid Steer Loader	02076H00005330
FL1	2008 Komatsu Loader WA380-5	A53422
FL3	2003 Komatsu Loader WA380-5H	H50586
Excav 1	2003 Komatsu Excavator PC150LC-6	K34119
BL3	1997 New Holland Backhoe Model 675E	31003537
BL4	2014 John Deere Backhoe	1T0140KXLEE270273
BL5	2014 John Deere Backhoe	1T0410KXPPEE270314
XL5100	2000 Gradall XL5100	513144
XL4100	2001 Gradall XL4100 Hydraul. Excavat.	414538
XL4300	2009 Gradall XL4300	4300000054
XL4300-2	2011 Gradall XL4300 Series III	4300000067
TM1	2008 Weller Transfer Machine - E1250	E1250-1017
Fork 1	Nissan Forklift CPH02A25V/CPH02000439	
MB1	Vermac PCMS 1210 Message Board	2S9US41522S132973
MB2	Vermac PCMS 1210 Message Board	2S9US41522S132974
	2007 Doppstadt SM514K Track Trommel Screen	007
	Fintec Screener 542	2006 542 929 33412309

BID BOND

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

CONTRACTOR:

(Name, legal status and address)
D&R General Contracting, Inc.

732 Newburyport Turnpike
Melrose, MA 02176

SURETY:

(Name, legal status and principal place of business)

Western Surety Company

333 South Wabash Ave.

Chicago, IL 60604

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

Town of Natick

MA

BOND AMOUNT: \$ Five Percent of the Attached bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)

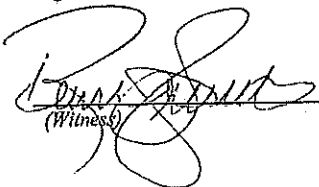
Roadway Improvements at Various Locations; 2018

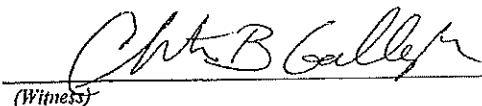
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 26th day of April, 2018

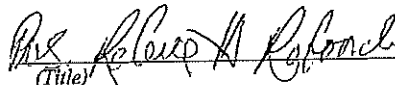

(Witness)


(Witness)

D&R General Contracting, Inc.

(Principal)


(Seal)


(Title)

Western Surety Company

(Surety)

(Seal)


(Title) Adam W. DeSanctis, Attorney-in-Fact

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Gregory D Juwa, Richard F Caruso, James J Axon, Michael F Carney, Wilder Parks Jr, Michael T Gilbert, Adam W DeSanctis, Christine B Gallagher, Bryan F Juwa, Paul A Patalano, David A Boutiette, Rebecca Shanley, Jonathan E Duggan, Individually

of Woburn, MA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 18th day of May, 2017.



WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

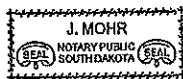
State of South Dakota
County of Minnehaha

} ss

On this 18th day of May, 2017, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 26th day of April, 2018.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

**Town of Natick
Natick, Massachusetts**

INVITATION FOR BIDS

FOR

SERVICES RELATED TO THE FURNISHING OF ROADWAY IMPROVEMENTS AT VARIOUS LOCATIONS - 2018

Addendum 2 - April 24, 2018

BIDS DUE:

April 26, 2018, 11:00 A.M. LOCAL TIME

Late Bids Will Be Rejected

DELIVER COMPLETED BIDS TO:

Town of Natick
c/o Bryan LeBlanc
Procurement Director
Department of Public Works
75 West Street
Natick, MA 01760
Phone: 508-647-6438

**TOWN OF NATICK
NATICK, MASSACHUSETTS 01760**

NOTICE TO BIDDERS

The Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 (“the Town”), acting through the Natick Board of Selectmen, invites the submission of sealed bids for **Services Related to The Furnishing of Roadway Improvements at Various Locations - 2018.**

Prospective Bidders shall be prequalified in accordance with 720 CMR 5.00, “Prequalification of Contractors”. Bids received, which are not on the official or waiver contractor lists issued by the Commonwealth of Massachusetts Department of Transportation (MassDOT) Prequalification Office, will be considered not qualified. The Invitation for Bids (“IFB”) may be obtained from the Town of Natick, Department of Public Works, 75 West Street, Natick, MA 01760, between 7:30 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 7:30 A.M. and 12:00 P.M. on Fridays, beginning at 7:30 A.M., on Thursday April 5, 2018. Sealed Bids will be received until **11:00A.M., local time, April 26, 2018**, at the Department of Public Works, 75 West Street, at which time and place all bids will be publicly opened and read. All Bids shall comply with the IFB issued by the Town of Natick, including, without limitation, Section 1, Instructions to Bidders, and Bid Submission Requirements. The Town reserves the right to waive any informality in or to reject any, any part of, or all Bids in the best interest of the Town. Any Bid submitted will be binding for thirty (30) days subsequent to the time of bid opening.

This contract contains price adjustments for bituminous concrete mixtures, diesel fuel, and gasoline. The base price for liquid asphalt on this project is \$457.50 per ton. The base price for diesel fuel is \$2.404 per gallon and for gasoline is \$2.142 per gallon. (March 14, 2018)

Section 1. Instructions to Bidders and Bid Submission Requirements

In accordance with the provisions of Chapter 30, Section 39M of the Massachusetts General Laws (M.G.L. c. 30, §39M), the Town of Natick, Massachusetts, Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting through the Natick Board of Selectmen (hereinafter "the Town of Natick" or "the Town"), invites sealed Bids for the provision of services related to the furnishing of Roadway Improvements at Various Locations - 2018.

Prospective Bidders shall be prequalified in accordance with 720 CMR 5.00, "Prequalification of Contractors". Bids received, which are not on the official or waiver contractor lists issued by the Commonwealth of Massachusetts Department of Transportation (MassDOT) Prequalification Office, will be considered not qualified.

Copies of this IFB may be obtained from the Department of Public Works, 75 West Street, Natick, MA 01760, between 7:30 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 7:30 A.M. and 12:00 P.M. on Fridays, beginning at 7:30 A.M., on Thursday April 5, 2018.

No formal Pre-Bid Conference will be held.

Questions regarding this IFB shall be submitted in writing and shall be delivered to the Department of Public Works by the close of business 4:00 P.M. Thursday on April 19, 2018. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all registered Bidders.

Sealed Bids marked "Town of Natick: Sealed Bid for Services Related to the Furnishing of Roadway Improvements at Various Locations - 2018" shall be received by 11:00 A.M. local time, April 26, 2018, at this address:

Town of Natick
Department of Public Works
75 West Street
Natick, MA 01760.

Each Bidder's name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock in the Administration Office at the Department of Public Works shall be considered official. No late Bids shall be accepted. No faxed Bids shall be accepted. Conditional Bids will not be accepted.

Each Bid shall be submitted in accordance with the Bid Submission Requirements in order to be considered for award. Any Bid submitted shall be binding for thirty (30) days subsequent to the time of the opening of Bids. Each Bidder's name, address and contact phone number shall be clearly visible from the outside of each sealed envelope.

Each Bid shall be accompanied by a Bid Deposit in the form of a Bid bond, or cash, or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company, payable to the Town of Natick, MA. The amount of such Bid Deposit shall be five (5%) percent of the value of the Bid.

The Bid Deposits of the three (3) lowest responsible and eligible Bidders will be returned upon the execution and delivery of a Contract or, if no award is made, upon the expiration of the time prescribed herein for making an award; except that, if any Bidder fails to perform his/her/its agreement to execute a Contract and furnish a Performance Bond and a Labor and Materials Payment Bond if required, his/her/its Bid Deposit shall become and be the property of the Town, as liquidated damages; provided that the amount of the Bid Deposit which becomes the property of the Town will not, in any event, exceed the difference between his/her/its Bid price and the Bid price of the next lowest responsible and eligible Bidder; and provided further that, in case of death, disability, bona fide clerical or mechanical error of a substantial nature, or other similar unforeseen circumstances affecting a Bidder, his/her/its Bid Deposit will be returned to him/her/it. The Bid Deposits of Bidders other than the three (3) lowest responsible and eligible Bidders will be returned following award of the Contract by the Town.

The Town of Natick **will not** reimburse Bidders for any costs incurred in preparing Bids in response to this IFB.

Submission of a Bid shall be conclusive evidence that the Bidder has examined this IFB and is familiar with all the conditions of the Contract. Upon finding any omissions or discrepancy in this IFB, each Bidder shall notify the Town immediately so that any necessary addenda may be issued. Failure of a Bidder to investigate completely this IFB and/or to be thoroughly familiar with this IFB shall in no way relieve any such Bidder from any obligation with respect to the Bid.

By submission of a Bid, the Bidder agrees that if his/her/its Bid is accepted, then it shall enter into a Contract with the Town of Natick which incorporates all of the requirements of this IFB. By submission of a Bid, the Bidder further indicates acceptance of all terms and conditions of this IFB.

Changes, modifications or withdrawal of Bids shall be submitted in writing to the Department of Public Works prior to the deadline and shall be contained in a sealed envelope clearly marked, as appropriate, "CORRECTION, MODIFICATION OR WITHDRAWAL OF SEALED BID FOR SERVICES RELATED TO THE FURNISHING OF ROADWAY IMPROVEMENTS AT VARIOUS LOCATIONS - 2018". No corrections, modifications, or withdrawal of Bids shall be permitted after Bids have been opened.

M.G.L. c. 30, §39M, which is incorporated herein by reference, shall govern all procedures.

Prevailing wage rates as determined by the Commissioner of the Massachusetts Department of Labor and Workforce Development under the provisions of the Massachusetts General Laws, Chapter 149, Sections 26 to 27G, as amended, apply to this work. It is the responsibility of the Bidder, before Bid submission, to request, if necessary, any additional

information on Minimum Wage Rates for those trades' people who may be employed for the proposed work under any such Contract awarded.

For further information, please refer to the succeeding sections, with which each Bidder shall comply in submitting a Bid.

Section 2. Pre-Bid Conference/Questions

No formal Pre-Bid Conference will be held.

Questions, if any, concerning this IFB or its conditions shall be addressed to:

Bryan LeBlanc
Procurement Director
Department of Public Works
75 West Street
Natick, MA 02186.

Questions regarding this IFB shall be submitted in writing and shall be delivered by the close of business by 4:00P.M., local time, Thursday on April 19, 2018. Questions may also be submitted to the attention of Bryan LeBlanc at the following email address: bleblanc@natickma.org or at the following fax number: 508-647-6560. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all Bidders.

Section 3. Background & Specifications

A. Locations of Road Improvements in the Work

The work included is for the following listed streets. The Town Engineer shall be contacted for specific work item locations. At the discretion of the Town of Natick, other streets and/or areas of work may be added to this list.

Centre Street

See attached plan entitled "Roadway Improvements at Various Locations -2018, Centre Street" Sheets 1-6.

Gibbs Street

See attached plan entitled "Roadway Improvements at Various Locations -2018, Gibbs Street." Sheet 7.

Manor Avenue

See attached plan entitled "Roadway Improvements at Various Locations -2018, Manor Avenue" Sheet 8 & 9.

Paul Street

See attached plan entitled "Roadway Improvements at Various Locations -2018, Paul Street" Sheet 10.

Walnut Park Road

See attached plan entitled "Roadway Improvements at Various Locations -2018, Walnut Park Road" Sheet 11.

Overbrook Terrace

See attached plan entitled "Roadway Improvements at Various Locations -2018, Overbrook Terrace" Sheet 12.

Whittier Road

See attached plan entitled "Roadway Improvements at Various Locations -2018, Whittier Road" Sheet 13 & 14.

Belmore Road

See attached plan entitled "Roadway Improvements at Various Locations -2018, Belmore Road." Sheet 15 & 16.

Edwards Road

See attached plan entitled "Roadway Improvements at Various Locations -2018, Edwards Road." Sheet 17 & 18.

Jameson Street

See attached plan entitled "Roadway Improvements at Various Locations -2018, Jameson Street" Sheet 19.

Oxbow Road

See attached plan entitled "Roadway Improvements at Various Locations -2018, Oxbow Road" Sheet 20 & 21.

Walnut Avenue

See attached plan entitled "Roadway Improvements at Various Locations -2018, Walnut Avenue" Sheet 22.

Oxford Street

See attached plan entitled "Roadway Improvements at Various Locations -2018, Oxford Street" Sheet 23 - 25.

Byron Road

See attached plan entitled "Roadway Improvements at Various Locations -2018, Byron Road" Sheet 26 & 27.

Lodge Road

See attached plan entitled "Roadway Improvements at Various Locations -2018, Lodge Road" Sheet 28.

Meadow Street

See attached plan entitled "Roadway Improvements at Various Locations -2018, Meadow Street" Sheet 29 & 30.

Meadow Street

See attached plan entitled "Roadway Improvements at Various Locations -2018, Meadow Street" Sheet 29 & 30.

Jackson Court

See attached plan entitled "Roadway Improvements at Various Locations -2018, Jackson Court" Sheet 31.

Neil Circle

See attached plan entitled "Roadway Improvements at Various Locations -2018, Neil Circle" Sheet 32.

Fieldstone Lane

See attached plan entitled "Roadway Improvements at Various Locations -2018, Fieldstone Lane" Sheet 33 - 35.

Mohegan Trail

See attached plan entitled "Roadway Improvements at Various Locations -2018, Mohegan Trail" Sheet 36 – 37.

B. Performance Standards Applicable to the Work

All materials and methods of construction shall conform to the requirements of the latest edition of "Commonwealth of Massachusetts, Highway Department Standard Specifications for Highways and Bridges", (hereinafter referred to as "M.H.D. Specifications") and these specifications.

Where there is a conflict between these technical specifications and the M.H.D. Specifications, the M.H.D. Specifications shall prevail.

THE BELOW BID ITEM DESCRIPTION REFERS TO EACH ITEM LISTED IN THE BID FORM ATTACHED HERETO IN APPENDIX 1.

Item No. 1A through Item No. 1E

The work under these items shall conform to the relevant provisions of Section 460 and Section 701 of the Commonwealth of Massachusetts, Department of Public Works, and Standard Specifications for Highways and Bridges.

The unit price for items 1A through 1E shall constitute full compensation for all materials, labor, and equipment required to place pavements, as specified, or as directed by the Natick Town Engineer ("the Town Engineer"). The unit price for item 1B and 1C shall also include the application of a tack coat, as specified, or as directed by the Town Engineer. The unit price for item 1D shall include all costs for cleaning the existing bituminous concrete surfaces and for adjusting existing water service boxes to the final grade for new sidewalks and driveway aprons, and those that are receiving overlays. The unit price for item 1E shall include only full compensation for the placement of a single compacted layer of 2.5 inches of bituminous pavement. All costs associated with the excavation of the trench shall be paid under Bid Item 9C.

Item No. 2A

The work under this item shall conform to the relevant provisions of Section 403 of the Commonwealth of Massachusetts, Department of Public Works, and Standard Specifications for Highways and Bridges.

The CONTRACTOR shall furnish all labor, materials, and equipment necessary for the preparation of a stabilized base course. The work shall consist of scarifying and pulverizing the in-place asphalt pavement and underlying material to a depth of 12 inches, mixing and/or blending the material and spreading and compacting the resultant mixture to the lines and grades established by the Engineer. Included in the unit bid price shall be all costs associated with the delivery of all excess pulverized materials to the Town of Natick gravel pit at 17 Oak Street.

Item No. 2B

The work under this item shall conform to the relevant provisions of Section 120.66 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges.

The CONTRACTOR shall furnish all labor, materials, and equipment necessary to cold plane areas designated by the Town Engineer, and as specified. Included in the unit bid price shall be all costs associated with the delivery of all excess cold-planed materials to the Town of Natick gravel pit at 17 Oak Street.

Item No. 3

The work under this item shall conform to the specifications entitled, "Stone Seal (Treated) Specifications".

The Successful Bidder shall furnish all labor, materials, and equipment necessary to for the placement of liquid asphalt and stone on properly prepared streets as specified or directed by the Town Engineer.

Item No. 4A through Item No. 4C

The work under these items shall conform to the relevant provisions of Section 500, and Section 580 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges.

The unit price for items 4A and 4B shall constitute full compensation for all materials, labor, and equipment required to place Type VA4 Straight, and Type VA4 Curved granite curbing respectively, as specified or as directed by the Town Engineer. The length and radius of all curved granite curbing to be installed shall be as indicated on the attached plans. The unit price for item 4C shall constitute full compensation for all labor, materials, and equipment to remove and reset existing granite curbing to new lines and grades as directed by the Town Engineer.

Item No. 5

The work under this item shall conform to the relevant provisions of Section 500 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges.

The unit price for this item shall constitute full compensation for all materials, labor, and equipment required to place a modified bituminous concrete Cape Cod berm, and Type-2 bituminous concrete berm as shown on the plans. The modified Cape Cod berm shall be as shown on the attached detail sheet named "Modified Cape Cod Berm".

Item No. 6A through Item No. 6C

The work under these items shall conform to the relevant provisions of Section 701 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges.

The unit price for these items shall constitute full compensation for all materials, labor, and equipment necessary to place cement concrete sidewalks; cement concrete wheelchair ramps; cement concrete driveway aprons; and cast in-place tactile warning panels, as specified or as directed by the Town Engineer. Also, the unit price for these items shall include all costs for adjusting existing water service boxes to the final grade for new sidewalks and driveway aprons.

Cement concrete wheelchair ramps shall be constructed at locations as directed by the Town Engineer, and shall conform to the current requirements of Section 4.29.2 of the American with Disabilities Act Standards for Accessible Design. All costs associated with the construction of all wheelchair ramps shall be included the unit price for Item 6A.

Item 6C shall constitute full compensation for all material, labor, and equipment necessary to cast in-place composite tactile warning panels in locations as directed by the Town Engineer. The tactile warning panels shall be 2 feet by 4 feet in size. The panels shall be the cast-in-place composite panel system as manufactured by ADA Solutions, Inc., or an approved equal. The panels shall be Federal Color No. 20109 (Brick Red). The panels shall be installed in accordance with the manufacture's recommendations.

Item No. 7A through Item No. 7D

The work under these items shall conform to the relevant provisions of Section 220 of the Commonwealth of Massachusetts, Department of Public Works, and Standard Specifications for Highways and Bridges. The Successful Bidder shall be responsible to coordinate the adjustment of electrical and gas company castings with the appropriate utility company. No additional compensation will be made for the adjustment of electrical and gas company castings.

Item No. 8

The work under this item shall conform to the relevant provisions of Section 402 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges. Processed gravel for sub-base will be paid for at specified contract unit price, and shall include all labor, materials, equipment, and incidental work required to place, fine grade, and compact the gravel to the lines and grades established by the Town Engineer.

Item No. 9A through No. 9C

The work under these items shall conform to the relevant provisions of Section 120 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges.

The work under these items shall include all labor, materials, equipment, and incidental costs required for the excavation, disposal or compaction of all materials not being removed under other items of any contract awarded pursuant to this IFB. The unit price of item 9C shall include all labor, materials, equipment, and incidental costs required for cutting, excavating, and disposal of all existing pavement material, as directed by the Town Engineer, in preparation in the placement of trench patch materials.

Item No. 10

The Successful Bidder will be paid any specified contract unit price for all loam borders, complete in-place, as specified or as directed by the Town Engineer. This work shall conform to the specifications entitled "Loam & Seed Borders".

Item No. 11

The work under this item shall conform to the relevant provisions of Section 440 of the Commonwealth of Massachusetts, Department of Public Works, and Standard Specifications for Highways and Bridges. The unit price for this item shall constitute full compensation for all materials, labor, and equipment required to furnish and place calcium chloride for roadway dust control as specified or as directed by the Town Engineer.

Item No. 12

The price for Police Details established for this bid item is an estimated hourly figures times a fixed hourly cost to facilitate comparison of bids. The Contractor shall be reimbursed for the actual cost of services of uniformed officers rendered in connection with traffic control, when traffic control services are mandated by the Town of Natick. The work of this section shall be measured per hour of police officer detail work. Costs associated with overtime pay for police details when used for the Contractor's convenience or due to Contractor negligence shall be paid by the Contractor with no reimbursement from the Town. The Contractor **shall not** reimburse any town or police department for administration, processing or similar fees invoiced to the Contractor. Any fees as previously described paid by the Contractor will not be reimbursed by the Town of Natick. All reimbursement shall be made through payment requests and shall be accompanied by proof of payment by the Contractor.

There shall be no additional cost to the Town if the Contractor works more than 8 hours per day. The Contractor will only be reimbursed for Police Details up to 8 hours per day, per detail officer. It is the Contractor's responsibility to ensure all work requiring police details is complete within the 8 hour police

detail shift. The Contractor will not be reimbursed for overtime charged by the police details unless approved by the Town.

Item No. 13 and 14

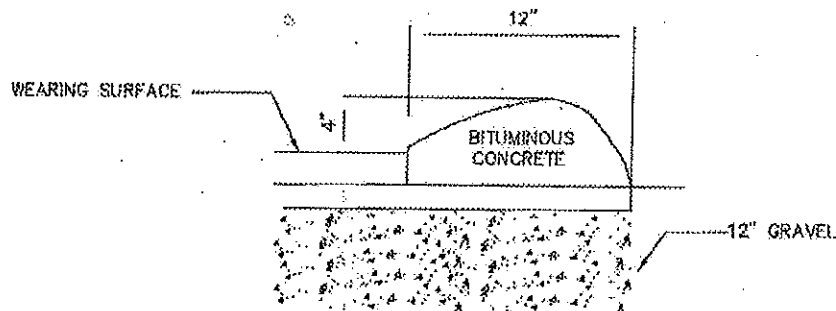
The work for this item shall conform to the relevant provisions of Section 860 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges, and the following: The white 12" wide crosswalk and stop lines shall be installed in the location shown on the plans. The stop line shall be parallel to the crosswalk line.

All edge lines and centerline makings shall be 4" wide (minimum).

The unit price for this item shall constitute full compensation for all materials, labor and equipment required to furnish and place roadway traffic markings as specified .

Item 15

The work for this item shall conform to the relevant provisions of Section 850 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges, NCHRP 350 and the MUTCD (most current edition) for streets and highways, Traffic Controls for Construction



MODIFIED CAPE COD BERM DETAIL

(NO SCALE)

TOWN OF NATICK, MASSACHUSETTS

DEPARTMENT OF PUBLIC WORKS -- ENGINEERING DIVISION

75 WEST STREET NATICK, MA 01760

Detail Number:

R-1.3

Detail Name:

Bituminous Berm

Date Last Updated:

02/01/2011

Stone Seal (Treated) Specifications

SCOPE OF WORK

Work under this contract shall consist of the Contractor furnishing and applying liquid asphalt and treated stone on properly prepared bituminous streets in the town of Natick in accordance with the detailed requirements set forth below. Bid quantities are approximate only; payment shall be for actual quantities applied to streets. Streets to be stone sealed shall be as listed in the contract documents or as selected by the Town Engineer.

DETAILED REQUIREMENTS

Materials

a. Liquid Asphalt

Liquid asphalt grades shall be: CRS-2 (3% Latex), CMS-2 (3% Latex), RS-2 (3% Latex), HFMS (3% Latex) or MC-3000 conforming to AASHTO specifications M208, M140 or M82.

b. Latex Additive

The latex additive shall be Ultrapave 70 (Anionic) or Ultrapave 1156 (Cationic) or equivalent conforming to the following specifications. It is required that the latex be co-milled at the bulk emulsion facility, to ensure complete and balanced blending. The emulsion manufacturing plant must be open to inspection by the awarding authority.

	Anionic	Cationic
Monomer Ratio (Butadiene/Styrene)	(76 +/- 2/ 24 +/- 2)	(76 +/- 2/ 24 +/- 2)
Solids, min %	67	59
Solids, min lbs/gal	5.2	4.8
Coagulum	0.1%	0.1%
pH of Latex	9.5-10.5	4.0-5.5
Brookfield Visc. (Model RVT, #3 Spindle @ 20 RPM)	800-2000	5000 max
Mechanical Stability	Excellent	Excellent

c. Treated Stone

Stone shall be crushed quarry stone, free from dust, soft stone or other contaminants, with a minimum of 70% of the stones having a fractured face. All stone shall satisfy a 35% maximum for the L.A. Abrasion Test and a 35% maximum for the Flakiness Index Test. Stone shall be treated prior to application with Liquid Asphalt Material at the rate of 0.2% to 0.5% residual asphalt to ensure uniform treatment of all stones. Proper pre-treatment shall be obtained by a twin shafted Pugmill with a Digital Readout Belt Scale.

Required Stone Gradation	
9.5 mm (3/8" Stone)	
Sieve Size	% Passing
12.5 mm (1/2")	100
9.5 mm (3/8")	85-100
6.3 mm (1/4")	10-60
4.75 mm (#4)	0-25
2.36 mm (#8)	0-5

Maximum passing 0.075 mm (#200) sieve shall not exceed 2.0%, wet washed, for all sized aggregates used in surface treatments.

Material Quantities

The quantity of asphalt material to be used shall be in the range of 1.6 to 2.3 liters per square meter (0.35 to 0.50 gallons per square yard), or the quantity of MC-3000 to be used shall be in the range of 1.1 to 1.6 liters per square meter (0.25 to 0.35 gallons per square yard). Cover aggregate shall be spread in the range of 11 to 16 kilograms per square meter (20 to 30 pounds per square yard). The Contractor will use lab tests to design specific material quantities to meet existing field conditions. Variations in material quantities will be made without adjustment to contract unit price. The Contractor must maintain a laboratory open to the inspection of the awarding agency.

Equipment

The equipment used by the Contractor shall include, but not be limited to, one or more of the following:

a. Asphalt Distributor

The asphalt distributor shall contain suitable mechanical circulating and heating mechanisms to provide a uniform approved temperature of the entire mass of material. The distributor shall be equipped with a radar type sensor used to measure ground speed and feed a Digital Volumetric Accumulator capable of measuring liters applied and distance traveled. It shall be capable of applying asphalt material in accurately measured quantities at any rate between 0.5 to 9.1 liters per square meter (0.1 to 2.0 gallons per square yard), of roadway surface, at any length of spray bar up to 4.9 meters (16 feet). The distributor shall be capable of maintaining a uniform rate of distribution of asphalt material regardless of change in grade, width or direction of the road. It shall be equipped with an electronic control for setting asphalt pump discharge rate and on/off switching of spray for nozzles in .3 meter (one foot) increments which shall be located in the truck cab. The spray nozzles and pressure system shall provide a sufficient and uniform fan-shaped spray of asphalt material throughout the entire length of the spray bar at all times while operating. The spray shall completely cover the roadway surface receiving the treatment.

b. Asphalt Spreader

The aggregate spreader shall be hydrostatically driven and self-propelled. It may be equipped with a hydraulically controlled variable adjustable head that is capable of spreading stone in widths from 1.4 to 4.5 meters (4.5 to 18 feet). The spreader shall be mounted on pneumatic tires and shall apply the treated stone on the road surface in a manner that ensures that the tires do not contact the road surface until after the stone has been applied. The unit shall be equipped with an electronic radar type sensor used to measure ground speed and will automatically adjust the stone application rate depending on width of application and the speed of chip spreader. It shall have the ability to apply stone on any grade from 0-6%. The spreader shall be equipped with an integral hopper with a minimum capacity of 4.5 metric tons (5 tons) of treated stone which shall be filled by trucks in a manner which ensures that the truck tires never come in contact with asphalt-treated road surfaces until the stone has been properly applied. To maintain constant stone application, a self locking truck hitch will permit towing of aggregate trucks without stopping the chip spreader. It will be capable of maintaining positive engagement over irregular terrain.

c. Rollers

At least one rubber tired and one steel wheeled roller shall be used on each treated surface immediately after the stone has been applied. Each roller shall have a compacting width of not less than 1.5 meters (5 feet). Each roller shall have a gross weight of not less than 7.2 metric tons (8 tons), and contact pressure adjustable from 1,400 to 2,000 kPa (200 to 300 psi).

d. Trucks

Rear discharge conveyor-fed trucks in sufficient number and size may be used to deliver treated stone to the spreader.

Construction Methods

a. Streets to be Treated

Work under this contract shall consist of the Contractor furnishing and applying liquid asphalt and treated stone on properly prepared bituminous streets in the town of Natick in accordance with the contract specifications. Bid quantities are approximate only; payment shall be for actual quantities applied to streets. Streets to be stone sealed shall be as listed in the contract documents or as selected by the Town Engineer.

b. Surface Preparation

Surface preparation, which may include pothole patching, truing and leveling, adjusting of street irons (Valve covers, manhole covers, drop inlet gratings, etc) will be the responsibility of the contractor with payment made under separate bid items.

Immediately prior to the application of asphalt materials, Highway Department personnel shall remove small branches and other debris, and use a mechanical street sweeper to clean any loose material from the pavement surface.

The Contractor shall protect manhole covers, drop inlets, catch basins, curbs and any other structures within the shoulder areas against the application of the surface treatment materials.

c. Weather Limitations

Work will not be done unless the road surface is dry. No work shall be done during rain or foggy periods. No work shall be done if the ambient temperature is below 10° C (50° F).

d. Spreading Asphalt and Treated Stones

Prior to application of asphalt material on any street, sufficient quantities of materials to cover the entire street at the specified rates shall be on the site and ready for application. The awarding authority shall be responsible for providing the Contractor with an aggregate storage area near the job site. The asphalt material shall not be applied more than 90 meters (300 feet) in advance of the self propelled aggregate spreader. AT NO TIME SHALL ANY ASPHALT MATERIAL BE ON ANY ROAD SURFACE FOR MORE THAN FIFTEEN MINUTES BEFORE IT IS COVERED WITH TREATED STONE.

e. Rolling

Initial rolling shall be done immediately following the application of treated stone. Rollers shall be operated at a speed that will not displace aggregate.

f. Traffic Control

Traffic control is the sole responsibility of the awarding authority. Unless otherwise specified, the roadway shall be kept open to traffic at all times, with traffic discontinued on the lane being surface treated. Controlled traffic may be permitted as soon as the final layer is applied and rolled. A recommended maximum speed of 30 km/h (20 mph) should be maintained for a period of two (2) hours.

g. Surplus Aggregate

Surplus aggregate shall be swept off of the road surfaces by the Highway Department, and shall be the property of the awarding authority. Sweeping will be done after stone seal has properly cured, and care will be taken not to dislodge imbedded aggregate or damage the surface.

Loam and Seed Borders

SCOPE OF WORK

Loam Borders shall be built or rebuilt between the inside edge of the curbing and the edge of the sidewalk in locations designated by the Engineer. The depth of the loam shall be six inches measured in its finished state. The finished grade of the loam border shall be such that the edges of the loam border and the sidewalk shall meet flush and at the same grade. The same shall apply on the inside edge of the curb. Lawns adjacent to the walk being built that do not meet the proposed line or grade shall be regraded to meet the proposed line and grade.

MATERIALS

Loam shall be clear, rich, dark colored loam, friable, reasonably well supplied with plant food, free from excess swamp much, peat, clay, silt, stones, sods, roots, gravel, sand, subsoil or other foreign material. All loam furnished for this work shall be approved by the Engineer.

Limestone shall be ground limestone that will pass a number 20 sieve and at least 75% will pass a number 100 sieve. Ground limestone shall have a neutralizing value satisfactory to the Engineer.

Fertilizer shall be furnished in containers plainly marked with the chemical analysis of the product and it shall have one of the following compositions by weight:

	10-6-4	8-6-4	7-7-7
Nitrogen	10% min	8% min	7% min
Avail. Potash Acid	6% min	6% min	7% min
Water Soluble Potash	4% min	4% min	7% min

At least 50% by weight of the nitrogen content of the fertilizer shall be derived from organic material.

Grass seed shall be of the previous year's crop and in no case shall the weed seed content exceed one percent by weight. Grass seed shall conform to the requirements of the following table:

	Proportion	Germination Min.	Purity Minimum
Creeping Red Fescue	50%	85%	95%
Kentucky Blue	25%	85%	90%
Domestic Rye	10%	90%	98%
Red Top	10%	85%	92%
Ladino Clover	5%	85%	96%

The several varieties of seed shall be furnished and delivered separately, and mixed after delivery as directed by the Engineer.

The responsibility for satisfactory results shall rest entirely with the Contractor regardless of any tentative approval given by the Engineer.

METHOD OF CONSTRUCTION

The loam borders shall be excavated to subgrade six inches below and parallel to the finished grade. Loam shall then be spread on the subgrade in sufficient quantities to produce without rolling and after material settlement has taken place a depth of four inches. On this layer of loam, ground limestone shall be spread at the rate of one half pound per square yard and thoroughly incorporated into the loam for the total depth by harrowing or spading and raking. The surface shall be brought smoothly to a grade parallel to the finished grade.

The second layer of loam shall then be spread in sufficient quantities to produce after final rolling the required finished depth. At least five days shall elapse after the application of the ground limestone and then fertilizer shall be spread on the top layer of loam at the rate of two tenths of a pound per square yard. The full depth of the loam shall then be spades, harrowed and graded to the finished grade.

After the grass plots have been prepared as described above, grass seed shall be carefully and appropriately sown at the rate of three and six tenths pounds to each one hundred square yards. The surface shall then be raked until the grass seed is thoroughly covered with a thin layer of loam. Finally the surface shall be rolled with a hand roller weighing not more than one hundred pounds per foot of width.

The Contractor shall insure a good catch of grass. He or she shall reloam, regrade, and reseed any area which in its opinion of the Engineer requires such.

METHOD OF MEASUREMENT

Measurements taken for payment shall be by the square yard of the finished work, complete in place.

BASIS OF PAYMENT

The Contractor will be paid the contract unit price per square yard for all loam borders, complete in place, which unit price shall include full compensation for all labor, materials, tools and equipment and all incidentals necessary to complete the work under this item, as directed by the Engineer and as specified herein.

C. Notice to Owners of Utilities

Written notice shall be given by the Successful Bidder to all public service corporations or municipal and State officials owning or having charge of publicly or privately owned utilities of his/her/its intention to commence operations affecting such utilities at least one week in advance of the commencement of such operations. The Successful Bidder shall, at the same time, file a copy of such notice with the Town Engineer.

The following are the names of owners and representatives of the principal utilities affected; however, the Town of Natick does not guarantee completeness of this list:

TOWN OF NATICK, DEPARTMENT OF PUBLIC WORKS, 508-647-6551
William McDowell, Town Engineer

Natick Police Department 508-647-9550
Natick Fire Department 508-647-9550

Eversource Gas
Chris Howard
157 Cordaville Road
Southborough, MA 01772
508-305-6822

Eversource Electric
Christine Cosby
157 Cordaville Road
Southborough, MA 01772
508-305-6989

Verizon
385 Myles Standish Blvd.
Taunton, MA 02780
Karen Nunes, 508-828-6437

COMCAST
330 Billerica Road
Chelmsford, MA 01824
Pam Letizi, 603-695-1412

The Successful Bidder shall make his/her/its own investigation to assure that no damage to existing structures, drainage lines, traffic signal conduits, and other utilities will occur as result of his/her/its operations.

The Successful Bidder shall notify "MASS DIG SAFE" and procure a DIG SAFE NUMBER of each location prior to disturbing ground in any way.

"DIG SAFE" CALL CENTER - TELEPHONE NUMBER 1-888-344-7233

D. Protection of Utilities and Property

The Successful Bidder, in constructing or installing facilities alongside or near storm drains, gas pipes, electric or telephone conduits, poles, sidewalks, walls, vaults or other structures, shall, at his/her/its expense, sustain them securely in place, cooperating with the officers and agents of the various utility companies and municipal departments which control them, so that the services of these structures shall be maintained. The Successful Bidder shall also be responsible for the repair or replacement, at his own expense, of any damage to such structures caused by his/her/its acts or elect, and shall leave them in the same condition as they existed prior to commencement of the work. In case of damage to utilities, the Successful Bidder shall promptly notify the utility owner and shall, if requested by the Town Engineer, furnish labor and equipment to work temporarily under the owner's direction in providing access to the utility. Pipes or other structures damaged by the operation of the Successful Bidder may be repaired by the Town or by the utility owner who suffers the loss. The cost of such repair shall be borne by the Successful Bidder, without compensation therefor.

If, as the work progresses, it is found that any of the utility structures are so placed as to render it impracticable, in the judgment of Town, to do the work called for under any contract awarded pursuant to this IFB, the Successful Bidder shall protect and maintain the services such utilities and structures and the Town will, as soon thereafter as reasonable, cause the position of the utilities to be changed or take such other actions deemed suitable and proper. If live service connections are to be interrupted by excavations of any kind, the Successful Bidder shall not break the service until new services are provided. Abandoned services shall be plugged off or otherwise made secure.

E. Provisions for Travel and Prosecution of the Work

The work shall be accomplished in a manner, which safely maintains traffic on all project roadways.

The Successful Bidder shall perform the work in cooperation with the various agencies in a manner which causes the least interference with the operations of the aforementioned agencies and shall have no claim for delay which may be due, or result, from said work of these agents.

F. Public Safety and Convenience

The Successful Bidder shall be required, without additional compensation, to provide safe and convenient address to all abutters during the prosecution of the work. Necessary access for fire apparatus and other emergency vehicles shall be maintained at all times.

Sweeping and cleaning of surfaces beyond the limits of the project to clean up material caused by spillage or vehicular tracking during the various phases of the work shall be considered as incidental to the work being performed under any contract awarded pursuant to this IFB. There will be no additional compensation provided for cleaning such spillage/tracking.

G. Protection and Restoration of Properties

In areas where mature trees abut or are close to existing pavements to be excavated, or reclaimed, or trenches to be excavated for utilities, the Successful Bidder shall notify the Town of Natick Tree Warden ("the Tree Warden") prior to commencing work. The Town Engineer will arrange for the Tree Warden to inspect the trees and determine the proper methods of protection. Excavations near trees to be maintained shall be carefully done to expose the tree roots with a minimum of damage. The Successful Bidder shall prune and paint the exposed roots under the direction of the Tree Warden. If any excavation or other work is performed by the Successful Bidder prior to the Tree Warden's inspection which, in the Tree Warden's judgment, damages the tree roots, trunk or branches to the extent that the tree cannot be expected to survive, then the Successful Bidder shall remove the tree and replace it with a new tree of specie and size as directed by the Tree Warden at no additional cost to the Town.

H. Property Bounds

The Successful Bidder shall exercise due care when working around all property bounds, which are to remain. Should any damage to a bound result from the actions of the Successful Bidder, the bound shall be replaced and/or realigned by a registered land surveyor employed by the Successful Bidder, as directed by the Town, at no cost to the Town.

I. Traffic Control

A minimum of two travel lanes shall be provided during non-working hours. Traffic may be reduced to one lane for short periods of time during working hours with the approval of the Department of Public Works and the Police Department and with adequate police direction.

The work under any contract awarded pursuant to this IFB shall be performed on heavily traveled roadways. The Successful Bidder shall furnish, install, maintain and move all warning devices, barricades, signs, bridging materials, special apparatus, and other safety measures deemed necessary by the Department of Public Works and or Police Department for the protection of motorists, pedestrians, and the Successful Bidder's own personnel. All costs in connection with these measures shall be included in various payment items of any contract awarded pursuant to this IFB, and no additional compensation will be made as a result of such costs.

Particular care shall be taken to establish and maintain methods and procedures, which will not create unnecessary or unusual hazards to public safety. Traffic control and safety devices required only for working hour operations shall be removed at the end of each working day.

Signs having messages that are irrelevant to normal traffic conditions shall be removed or properly covered at the end of each work period. Signs shall be kept clean at all times and legends shall be distinctive and unmarred.

The Successful Bidder shall complete the binder course of each pavement repair on the same workday on which the repair was begun unless otherwise approved by the Town Engineer. No separate payment will be made for temporary backfilling and re excavation, but all costs in connection therewith shall be included in the unit prices bid for the respective patching items.

If, as a result of deterioration of pavement repairs, the roadways becomes hazardous, in the judgment of the Town, to vehicular or pedestrian travel, the Successful Bidder shall be notified and shall immediately reconstruct or repair the work to eliminate the hazard. If the Successful Bidder's forces are not available, the Town will perform the necessary work, and the Successful Bidder shall reimburse the Town for all cost in connection therewith.

J. Work Done by Others

Relocation and/or resetting to new grades of all private utilities, including utility poles, made necessary by the construction of this project, will be accomplished by the respective utility companies. The Successful Bidder shall be responsible for coordinating all utilities adjustments with each of the private utility companies and fully responsible for payment of all permit fees and construction costs associated with this work as required by the respective utility company.

K. Disposal of Surplus Excavated Materials

All existing and other materials not required or needed for use on the project, and not required to be removed and stacked, shall become the property of the Successful Bidder and shall be removed from the site and legally disposed of. Separate payment will not be made for this work; all cost in connection therewith shall be included in the prices bid for the appropriate contract bid item.

L. Safety and Health Regulations

This project is subject to the Safety and Health Regulations of the U.S. Department of Labor set forth in 29 CFR, Part 1926, and the Massachusetts Department of Labor and Industries, Division of Industrial Safety "Rules and Regulations for the Prevention of Accidents in Construction Operations (Industrial Bulletin No. 12)."

Employees performing under any contract awarded pursuant to this IFB shall have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration (OSHA) that is at least ten (10) hours in duration, at the time the employee begins work. The Successful Bidder shall furnish documentation of successful completion of said course with the first certified payroll report for

each employee; and the Successful Bidder shall comply fully with all laws and regulations applicable to awards made subject to Section 39S of Massachusetts General Law.

Quantities estimated and listed in the bid forms for the above referenced items were generated for comparison bids only and are not guaranteed by the Town. All work done and all materials supplied under this CONTRACT shall be in conformance with the Massachusetts Highway Department Standard Specifications for Highways and Bridges, dated 1988; the Supplemental Specifications, dated December 11, 2002; Standard Special Provisions dated April 21, 2005; the 1977 Construction Standards; the April 2003 Metric/English Supplemental Drawings; the 2003 Manual on Uniform Traffic Control Devices for Streets and Highways; the 1996 Construction and Traffic Standards Details; the 1968 Standard drawings for Traffic Signals and Highway Lighting, all as amended, and the specifications contained on the following pages.

M. Successful Bidder's Personnel

The Successful Bidder's personnel shall be adequately trained by the Successful Bidder, shall be experienced in the provision of services specified in this IFB, and shall be of good moral character. All of the Successful Bidder's employees assigned to the sites shall pass pre-employment criminal background screening.

The Successful Bidder shall provide the Town with the following information:

1. Name, business address, telephone and cell phone numbers of the president and foreman.
2. Name, address, and telephone number of all employees assigned to the sites. The Successful Bidder will update this list whenever there is a change in personnel.

The Successful Bidder shall provide services as an independent contractor with the Town of Natick and the Successful Bidder and his/her/its employees shall not be entitled to receive any benefits of employment with the Town of Natick, including without limitation salary, overtime, vacation pay, holiday pay, health insurance, life insurance, pension or deferred compensation.

N. Environmental Conditions

Fresh concrete shall be adequately protected from freezing, rapid hydration, heavy rains, flowing water, mechanical injury and/or vandalism. In the event of sudden rains, the Town Engineer may permit the placement of concrete already on-site or in transit, provided that the Successful Bidder has already on hand sufficient materials to properly tent or otherwise protect the work. The subgrade shall be properly protected and concrete shall not be placed in pools of water or upon frozen surfaces. Such permission, as noted above, shall in no way relax the requirements for quality and appearance of the work. Delivery of concrete to the site shall be timed to allow for finishing all work during daylight hours.

O. Traffic Police

Under the unit price for this bid item, the Successful Bidder shall make the necessary arrangements with the Police Department to furnish uniformed police officers for the purposes of controlling and regulating traffic in the vicinity of the project. The Successful Bidder shall sign all Police detail slips. The Successful Bidder shall pay the Police Department directly prior to being reimbursed by the Town.

P. Monthly Price Adjustments

Any contract awarded pursuant to this IFB shall contain a price adjustment for bituminous concrete mixtures. The base price for liquid asphalt for this work is \$ 457.50 per ton

Any contract awarded pursuant to this IFB shall contain price adjustments for diesel fuel and gasoline. The base price for diesel fuel is \$2.404 per gallon and for gasoline is \$2.142 per gallon.

(per MassDOT 3/14/2018)

MONTHLY PRICE ADJUSTMENTS FOR HOT MIX ASPHALT MIXTURES

This provision applies to all projects using greater than one hundred (100) tons of hot mix asphalt (HMA) mixtures containing liquid asphalt cement as stipulated in the Form of General Bid Items section of the bid documents.

The Price Adjustment will be based on the variance in price for the liquid asphalt component only from the Base Price to the Period Price. It shall not include transportation or other charges. This Price Adjustment will occur on a monthly basis.

The Base Price of liquid asphalt on a project as listed in the Notice to Contractors section of the bid documents is a fixed price determined at the time of bid by the Department by using the same method as for the determination of the Period Price detailed below.

Period Price

Please note that, starting December 15, 2008, two sets of period prices will be posted each month on the Mass Highway website at <http://www.mhd.state.ma.us/>. They will be labeled "New Asphalt Period Price Method" and "Old Asphalt Period Price Method".

New Asphalt Period Price Method

The "New Asphalt Period Price Method" is for contracts bid after December 15, 2008 and will show the Period Price of liquid asphalt for each monthly period as determined by Mass Highway using the average selling price per standard ton of PG64-28 paving grade (primary binder classification) asphalt, FOB manufacturer's terminal, as listed under the "East Coast Market - New England, Boston, Massachusetts area" section of the Poten & Partners, Inc. "Asphalt Weekly Monitor". This average selling price is listed in the issue having a publication date of the second Friday of the month and will be posted as the Period Price for that month. Mass Highway will post this Period Price on this website within two (2) business days following

their receipt of the relevant issue of the "Asphalt Weekly Monitor". Poten and Partners has granted Mass Highway the right to publish this specific asphalt price information sourced from the Asphalt Weekly Monitor.

New and Old Asphalt Period Price Methods

The paragraphs below apply to both the New and the Old Asphalt Period Price Methods.

The Contract Price of the hot mix asphalt mixture will be paid under the respective item in any contract awarded pursuant to this IFB. The price adjustment, as herein provided, upwards or downwards, will be made after the work has been performed, using the monthly period price for the month during which the work was performed.

The Price Adjustment applies only to the actual virgin liquid asphalt content in the mixture placed on the job in accordance with the Standard Specifications for Highways and Bridges, Division III, Section M3.11.03.

The Price Adjustment will be a separate payment item. It will be determined by multiplying the number of tons of hot mix asphalt mixtures placed during each monthly period times the liquid asphalt content percentage times the variance in price between Base Price and Period Price of liquid asphalt.

This Price Adjustment will be paid only if the variance from the Base Price is five percent (5%) or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments.

No Price Adjustment will be allowed beyond the Completion Date of this Contract, unless there is an approved extension of time.

MONTHLY PRICE ADJUSTMENTS FOR DIESEL FUEL AND GASOLINE

This monthly fuel price adjustment is inserted in this contract because the national and worldwide energy situation has made the future cost of fuel unpredictable. This adjustment will provide for either additional compensation to the SUCCESSFUL BIDDER or repayment to the Town, depending on an increase or decrease in the average price of diesel fuel or gasoline.

This adjustment will be based on fuel usage factors for various items of work developed by the Highway Research Board in Circular 158, dated July 1974. These factors will be multiplied by the quantities of work done in each item during each monthly period and further multiplied by the variance in price from the Base Price to the Period Price.

The Base Price of Diesel Fuel and Gasoline will be the price as indicated in the Department's web site (<https://www.mass.gov/service-details/2018-massdot-contract-price-adjustments>) for the month in which the contract was bid, which includes State Tax.

The Period Price will be the average of prices charged to the State, including State Tax for the bulk purchases made during each month.

This adjustment will be effected only if the variance from the Base Price is five percent (5%) or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments.

No adjustment will be paid for work done beyond the extended completion date of any contract.

Any adjustment (increase or decrease) to estimated quantities made to each item at the time of final payment will have the fuel price adjustment figured at the average period price for the entire term of the project for the difference of quantity.

The fuel price adjustment will apply only to the following items of work at the fuel factors **shown:**

ITEMS COVERED FUEL FACTORS

Excavation: and Borrow Work: Shall apply to the corresponding Mass. Highway Payment Items 120, 120.1, 121, 123, 124, 125, 127, 129.3, 140, 140.1, 141, 142, 143, 144, 150, 150.1, 151 and 151.1
(Both Factors used)
0.29 Gallons / CY for Diesel
0.15 Gallons / CY for Gasoline

Surfacing Work:
All Items containing Hot Mix Asphalt
2.90 Gallons / Ton for Diesel
Does Not Apply for Gasoline

Q. Measurement and Payment

In general, payment will be made for CONTRACT work satisfactorily completed through the end of the previous month. The payment will include any additional work which has been completed and approved and change order work agreed upon by the OWNER and Contractor which has been completed and approved.

Each application for payment will indicate the total of a minimum 5 percent retainage held by the Owner on the total of all work completed under the contract and approved for payment to date.

Within sixty five (65) days after the effective date of Substantial Completion and receipt of an Application for Payment, the OWNER shall submit to the CONTRACTOR payment for the quantity of work completed with the following deductions:

1. A retainer of one (1%) percent of the undisputed Substantial Completion payment amount.
2. Less the estimated cost of completing all incomplete and unsatisfactory work item.

R. Contract Term

The term of this Contract shall commence as of the execution date of this contract and shall end on November 15, 2018. Time is of the essence in the performance of services rendered by the Contractor under this Contract. The Contractor, therefore, shall achieve final completion of the work by November 15, 2018. Unless previously agreed to, in writing by the Town.

Section 4. Bid Submission Requirements

Each Bidder shall submit the following with his/her/its Bid:

1. A fully executed Bid Form (Appendix 1) (which shall include certification of the following:
 - A. Bidder is an established business with a minimum of five (5) years of experience in providing services related to the furnishing of roadway improvements (Bidder shall attach to the Bid Form a short statement of the status of the business, the year of incorporation/commencement, a list of any name changes, and a list of any lawsuits pending against Bidder.)
 - B. Bidder holds all applicable State and Federal permits, licenses and approvals. (Bidder shall attach to the Bid Form copies of all applicable State and Federal permits, licenses, and approvals.)
 - C. Bidder provides a Town approved Foreman, who shall be present at the work site at all times.
 - D. Bidder provides supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract with the Town.
 - E. Bidder holds all applicable documentation and Insurance in accordance with this IFB. (Bidder shall attach to the Bid Form copies of relevant insurance certificates hereto. Nothing in this provision, however, shall eliminate the requirement that the Bidder, if chosen as the Successful Bidder, shall submit to the Town an endorsement or a rider in compliance with Section 8 of the Contract.)
 - F. Bidder shall attach to the Bid Form contact information for all clients over the last five (5) years as well as all current Contracts (contact person, address and telephone number). Bidder shall also provide a list of at least

six (6) successfully completed jobs in such time, giving the name and address of these projects.

- G. Bidder has not defaulted on any Contract within the last five (5) years.
- H. Bidder maintains a permanent place of business. (Bidder shall attach to the Bid Form the address of his/her/its business.)
- I. Bidder has adequate personnel and equipment to perform the work expeditiously. (Bidder shall also attach to the Bid Form a statement of experience of his/her/its personnel and the proposed staffing plan it shall offer in reference to the work for which Bids are sought. Bidder shall attach to the Bid Form a description of his/her/its equipment and shall explain how such equipment satisfies the requirements stated herein.)
- J. Bidder has suitable financial status to meet obligations incident to the work. Bidder shall attach to the Bid Form a financial statement that shows the Bidder's present financial status.
- K. Bidder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Bidder shall attach to the Bid Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)
- L. Bidder has not failed to perform satisfactorily on Contracts of a similar nature.
- M. Bidder possesses the skill, ability and integrity necessary for the faithful performance of the work.
- N. Bidder certifies that he/she/it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.
- O. Bidder certifies that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.
- P. Bidder certifies that his/her/its materials meet the specifications. (A manufacturer's certificate, certifying conformance to the above material specifications, shall be furnished to the Town by the Successful Bidder.)

2. A fully executed Certificate of Non-Collusion. (Appendix 2)
3. A fully executed Certificate of Tax Compliance. (M.G.L. c.62C, §49A) (Appendix 3)
4. A fully executed Conflict of Interest Certification. (M.G.L. c.268A) (Appendix 4)
5. A fully executed Certificate of Corporate Bidder, if applicable. (Appendix 5)
6. A fully executed Certificate of Compliance with M.G.L. c.151B. (Appendix 6)
7. A fully executed Certificate of Compliance with EEO/AA/SDO provisions. (Appendix 7)
8. A full executed Certificate of Non-Debarment. (Appendix 8)
9. A Bid Deposit in the form of a Bid bond, or cash, or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company, payable to the Awarding Authority. The amount of such Bid Deposit shall be in the amount of five (5%) percent of the value of the Bid.
10. A certificate of insurability from an insurance company that is licensed to do business in the Commonwealth of Massachusetts indicating that all the provisions of the specifications can be met.
11. A letter of intent from a surety company that is licensed to do business in the Commonwealth of Massachusetts stating that the Bidder shall be able to obtain a Performance Bond in the amount of one hundred (100%) percent of the Contract Price.
12. A letter of intent from a surety company that is licensed to do business in the Commonwealth of Massachusetts stating that the Bidder shall be able to obtain a Labor and Materials Payment Bond in the amount of one hundred (100%) percent of the Contract Price.

Section 5. Bid Submission

Sealed Bids marked "Town of Natick: Sealed Bid for the Furnishing of Roadway Improvements at Various Locations - 2018" shall be received by 11:00A.M., local time, April 26, 2018, at this address:

Town of Natick
Department of Public Works
75 West Street
Natick, MA 01760.

Each Bidder's name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock in the Administration Office at the Department of Public Works shall be considered official. No late Bids shall be accepted. No faxed Bids shall be accepted. Conditional Bids will not be accepted.

Each Bid shall be submitted in accordance with the Bid Submission Requirements in order to be considered for award. Any Bid submitted shall be binding for thirty (30) days subsequent to the time of the opening of Bids.

As soon as is reasonably possible after the deadline for Bid submission, Bids will be opened in accordance with M.G.L. 30, §39M. **Bids received after that date and time will be rejected.**

Section 6. Selection Process and Award

Bids submitted to the Town prior to the deadline will be reviewed by the Procurement Officer to determine compliance with the foregoing Bid Submission Requirements and this IFB.

Pursuant to M.G.L. c.30, §39M, the Town shall award, within thirty (30) days of the opening of sealed Bids, one (1) Contract, if at all, to the lowest responsible and eligible Bidder, based upon the lowest total cost to provide the required services in the Main Bid Work, who complies with the Bid Submission Requirements in Section 4 above. The award of any Contract pursuant to this IFB shall be subject to appropriation by Natick Town Meeting.

The term "lowest responsible and eligible Bidder" shall mean the Bidder: "(1) whose Bid is the lowest of those Bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who shall certify that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; (4) who, where the provisions of Section 8B of Chapter 29 (of the Massachusetts General Laws (M.G.L.)) apply, shall have been determined to be qualified thereunder; and (5) who obtains within ten (10) days of the notification of Contract award the security by bond required under Section 29 of Chapter 149 (of the Massachusetts General Laws (M.G.L.)); provided that for the purposes of this section the term "security by bond" shall mean the bond of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the Awarding Authority; provided further, that if there is more than one (1) surety company, the surety companies shall be jointly and severally liable". M.G.L. c.30, §39M.

Nothing in this IFB will compel the Town to award a Contract. The Town may cancel this IFB, may waive, to the extent allowed by law, any informalities, and may reject any and all Bids, if the Town, in its sole discretion, determines said action to be in the best interest of the

Town of Natick. The Town may reject as non-responsive any Bid that fails to satisfy any of the Bid Submission Requirements.)

No person or firm debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency shall be awarded a Contract.

The Successful Bidder shall provide certification of insurance coverage and shall be required to indemnify and hold the Town harmless (see below for more information).

Within ten (10) business days after notification of award of a Contract by the Town, the Successful Bidder shall furnish to the Town a Performance Bond in the amount of one hundred (100%) percent of the Contract price, with a surety company which is acceptable to the Town.

Within ten (10) business days after notification of award of Contract by the Town, the Successful Bidder shall furnish to the Town a Labor and Materials Payment Bond in the amount of one hundred (100%) percent of the Contract price, with a surety company which is acceptable to the Town.

The Successful Bidder shall, within ten (10) days after presentation thereof by the Town, execute a Contract in accordance with the terms of this IFB, in the form of the attached Contract.

The Successful Bidder who enters into a Contract with the Town shall be responsible for obtaining, at his/her/its own expense, all appropriate federal, state and local permits, licenses and approvals.

The Town may terminate any such Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend any such Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.

Section 7. Compliance with Laws

The Successful Bidder shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his/her/its work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Successful Bidder shall comply, to the extent applicable, with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended. Any Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and any other laws, as though such terms were set forth in their entirety herein.

Section 8. Insurance

The Successful Bidder shall keep in force throughout the term of the Contract and any extension or renewal thereof the amount of insurance described in the Contract which is a part of this IFB and is incorporated herein by reference. Without limitation of other requirements of this IFB, no Contract shall be entered into by the parties unless the Successful Bidder complies with all applicable insurance requirements, including, without limitation, the required language mandating that the Town of Natick shall be named as an additional insured on the required policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form.

Section 9. Indemnification

The Successful Bidder shall assume the indemnification responsibilities described in the Contract which is a part of this IFB and is incorporated herein by reference.

Section 10. Performance Bond Requirements

Within ten (10) calendar days after notification of award of any contract by the Town, the Successful Bidder shall deliver to the Town a Performance Bond, in the amount of one hundred (100%) percent of the contract price, with a surety company that is acceptable to the Town and that is licensed by the Massachusetts Division of Insurance.

Section 11. Labor and Materials Payment Bond Requirements

Within ten (10) calendar days after notification of award of any contract by the Town, the Successful Bidder shall deliver to the Town a Labor and Materials Payment Bond, in the amount of one hundred (100%) percent of the contract price, with a surety company that is acceptable to the Town and that is licensed by the Massachusetts Division of Insurance.

Section 12. Use of Alcohol and Controlled Substances Prohibited

The use of alcoholic beverages, narcotics, and mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Successful Bidder is prohibited on Town of Natick property which is the subject matter of this IFB and during all hours of work under any Contract with the Town. If any officer, employee, agent, or representative of the Successful Bidder violates the foregoing provision, the Town of Natick shall have the right to order that such officer, employee, agent, or representative of the Successful Bidder shall not be permitted to return to work under any Contract with the Town. Under such circumstances, the Successful Bidder shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with any Contract with the Town.

Section 13. No Smoking

Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Successful Bidder, his/her/its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the Town of Natick.

Section 14. Criminal Background Screening

For each employee of the Successful Bidder who is performing services under any Contract, the Successful Bidder shall, subject to his/her/its confidentiality and privacy obligations owing to his/her/its employees and third parties, provide a written confirmation to the Town that such employee passed the Successful Bidder's pre-employment criminal background screen. In the event that any employee refuses to permit the Successful Bidder to provide such information to the Town, the Successful Bidder shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

Section 15. Appendices

1. Bid Form
2. Certificate of Non-Collusion
3. Certificate of Tax Compliance (M.G.L. c.62C, §49A)
4. Conflict of Interest Certification (M.G.L. c.268A)
5. Certificate of Corporate Bidder
6. Certificate of Compliance with M.G.L. c.151B
7. Certificate of Compliance with EEO/AA/SDO provisions
8. Certificate of Non-Debarment
9. Prevailing Wage Rates
10. Form of Contract

**APPENDIX 1
TOWN OF NATICK
BID FORM
(9 pages)**

The undersigned hereby submits a sealed bid for the furnishing of Roadway Improvements at Various Locations - 2018.

Printed Name of Bidder:

Address:

The Bidder hereby acknowledges receipt of Addenda # 1 _____ # 2 _____ # 3 _____

The Bidder hereby pledges to deliver the complete scope of services required for the Main Bid Work, for the price shown below:

Total Price in Words:

Total Price in Numbers:

Unit Prices, which will not be directly used for purposes of award, are as shown on the following pages:

UNIT OR LUMP SUM ITEM NO.	PRICE BID IN BOTH WORDS AND FIGURES	ESTIMATED QUANTITY	TOTAL IN FIGURES (UNIT PRICE TIMES ESTIMATED QUANTITY)
1A.	Bit. Conc. Binder Course, per ton. Dollars and _____ Cents (\$ _____)	5741 Tons	\$ _____
1B.	Bit. Conc. Leveling Course, per ton. Dollars and _____ Cents (\$ _____)	250 Tons	\$ _____
1C.	Bit. Conc. Top Course, per ton. Dollars and _____ Cents (\$ _____)	3790 Tons	\$ _____
1D.	Bit. Conc. Driveway Aprons, Wheelchair Ramps, & Sidewalks, per ton. Dollars and _____ Cents (\$ _____)	1,550 Tons	\$ _____
1E.	Trench Patch with 2.5 Inches of Binder, Dollars and _____ Cents (\$ _____)	356 Tons	\$ _____
2A.	Reclaim Base Course, per square yard Dollars and _____ Cents (\$ _____)	33,370 S.Y.	\$ _____

UNIT OR LUMP SUM ITEM PRICE BID IN BOTH NO. WORDS AND FIGURES	ESTIMATED QUANTITY	TOTAL IN FIGURES (UNIT PRICE TIMES ESTIMATED QUANTITY)
2B. Cold Plane Pavement, per square yard Dollars and _____ Cents (\$ _____)	11,450 S.Y.	\$ _____
3. Single Treated Stone Chip Seal, per square yard Dollars and _____ Cents (\$ _____)	36,000 S.Y.	\$ _____
4A. Granite Curbing Straight, Type VA4, per linear foot Dollars and _____ Cents (\$ _____)	250 L.F.	\$ _____
4B. Granite Curbing Curved, Type VA4, per linear foot Dollars and _____ Cents (\$ _____)	1,560 L.F.	\$ _____
4C. R & R Granite Curbing, per linear foot Dollars and _____ Cents (\$ _____)	200 L.F.	\$ _____
5. Bit. Conc. Berm, per linear foot Dollars and _____ Cents (\$ _____)	2,000 L.F.*	\$ _____
6A. Cement Conc. Sidewalks, and Wheelchair Ramps, per square yard Dollars and _____ Cents (\$ _____)	400 S.Y.	\$ _____

UNIT OR LUMP SUM ITEM NO.	PRICE BID IN BOTH WORDS AND FIGURES	ESTIMATED QUANTITY	TOTAL IN FIGURES (UNIT PRICE TIMES ESTIMATED QUANTITY)
6B.	Cement Concrete Driveway Aprons, per square yard Dollars and _____ Cents (\$ _____)	100 S.Y.	\$ _____
6C.	Cast in Place, 2'x 4' Tactile Warning Panels, per each Dollars and _____ Cents (\$ _____)	40 EA.	\$ _____
7A.	Adjustment Sewer & Drain Castings, per each Dollars and _____ Cents (\$ _____)	60 EA.	\$ _____
7B.	Adjustment Water Gate Box Castings, per each Dollars and _____ Cents (\$ _____)	90 EA.	\$ _____
7C.	Rebuild Sewer & Drain Structures, per vertical foot Dollars and _____ Cents (\$ _____)	90 V.F.	\$ _____
7D.	Remodeled Sewer & Drain Structures, per each Dollars and _____ Cents (\$ _____) per cubic yard	175 EA.	\$ _____

8. Processed Gravel for Sub-Base, 2,400 C.Y. \$ _____

Dollars and _____
Cents (\$ _____)

UNIT OR LUMP SUM ITEM PRICE BID IN BOTH NO. WORDS AND FIGURES	ESTIMATED QUANTITY	TOTAL IN FIGURES (UNIT PRICE TIMES ESTIMATED QUANTITY)
9A. Earth Excavation, per cubic yard _____ Dollars and _____ Cents (\$ _____)	1,186 C.Y.	\$ _____
9B. Class A Rock Excavation, per cubic yard _____ Dollars and _____ Cents (\$ _____)	2 C.Y. *	\$ _____
9C. Trench Excavation, per cubic yard _____ Dollars and _____ Cents (\$ _____)	380 C.Y.	\$ _____
10. Loam & Seed Borders, per square yard _____ Dollars and _____ Cents (\$ _____)	8,000 S.Y.	\$ _____
11. Calcium Chloride – Dust Control per pound _____ Dollars and _____ Cents (\$ _____)	8,000 LBS	\$ _____
12. Natick Police Details, per man-hour Fifty Dollars and Zero Cents (\$50.00)	4,300 MH*	<u>\$215,000.00</u>

13. Pavement Markings 12 inch (Paint) 1,500 L.F. \$ _____
Per linear foot

Dollars and _____
Cents (\$ _____)

14. Pavement Markings 4 inch (Paint) 400 L.F. \$ _____
Per Linear Foot

Dollars and _____
Cents (\$ _____)

15. Traffic Controls for Construction L.S. \$ _____
Lump Sum

Dollars and _____
Cents (\$ _____)

* Item Not Anticipated Or Quantity Assumed, Values Used For Comparison of Bids.

Bidder certifies as follows:

- A. Bidder is an established business with a minimum of five (5) years of experience in providing services related to the furnishing of roadway improvements (Bidder shall attach to the Bid Form a short statement of the status of the business, the year of incorporation/commencement, a list of any name changes, and a list of any lawsuits pending against Bidder.)
- B. Bidder holds all applicable State and Federal permits, licenses and approvals. (Bidder shall attach to the Bid Form copies of all applicable State and Federal permits, licenses, and approvals.)
- C. Bidder provides a Town approved Foreman, who shall be present at the work site at all times.
- D. Bidder provides supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract with the Town.
- E. Bidder holds all applicable documentation and Insurance in accordance with this IFB. (Bidder shall attach to the Bid Form copies of relevant insurance certificates hereto. Nothing in this provision, however, shall eliminate the requirement that the Bidder, if chosen as the Successful Bidder, shall submit to the Town an endorsement or a rider in compliance with Section 8 of the Contract.)
- F. Bidder shall attach to the Bid Form contact information for all clients over the last five (5) years as well as all current Contracts (contact person, address and telephone number). Bidder shall also provide a list of at least six (6) successfully completed jobs in such time, giving the name and address of these projects.
- G. Bidder has not defaulted on any Contract within the last five (5) years.
- H. Bidder maintains a permanent place of business. (Bidder shall attach to the Bid Form the address of his/her/its business.)
- I. Bidder has adequate personnel and equipment to perform the work expeditiously. (Bidder shall also attach to the Bid Form a statement of experience of his/her/its personnel and the proposed staffing plan it shall offer in reference to the work for which Bids are sought. Bidder shall attach to the Bid Form a description of his/her/its equipment and shall explain how such equipment satisfies the requirements stated herein.)

- J. Bidder has suitable financial status to meet obligations incident to the work. (Bidder shall attach to the Bid Form a financial statement that shows the Bidder's present financial status).
- K. Bidder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Bidder shall attach to the Bid Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)
- L. Bidder has not failed to perform satisfactorily on Contracts of a similar nature.
- M. Bidder possesses the skill, ability and integrity necessary for the faithful performance of the work.
- N. Bidder certifies that he/she/it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.
- O. Bidder certifies that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.
- P. Bidder certifies that his/her/its materials meet the specifications. (A manufacturer's certificate, certifying conformance to the above material specifications, shall be furnished to the Town by the Successful Bidder.)

The Bidder understands that, pursuant to M.G.L. c.30, §39M, the Town shall award, within thirty (30) days of the opening of sealed Bids, one (1) Contract, if at all, to the lowest responsible and eligible Bidder, based upon the lowest total cost to provide the required services in the Main Bid Work, who complies with the Bid Submission Requirements in Section 4 above. The award of any Contract pursuant to this IFB shall be subject to appropriation by Natick Town Meeting.

The Bidder agrees that, if he/she/it is the Successful Bidder, he/she/it will within ten (10) days after presentation thereof by the Awarding Authority, execute a Contract in accordance with the terms of this Bid and furnish a Performance Bond and a Labor and Materials Payment Bond, each with a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Awarding Authority in the amount of one hundred percent (100%) of the Contract price, the premiums for which are to be paid by the Successful Bidder and are included in the Contract price; provided, however, that if there is more than one (1) surety company, the surety companies shall be jointly and severally liable.

The undersigned certifies under the penalties of perjury that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

The Bidder agrees that all Bid specifications and Contract specifications are hereto made part of any Contract executed with the Town and are binding on the Successful Bidder.

Authorized Signature

Printed Name

Printed Title

Date

If a Corporation:
Full Legal Name

Officers of Corporation and Addresses

State of Incorporation _____

Principal Place of Business _____

Telephone Number _____

Qualified in Massachusetts Yes _____ No _____

Principal Place of Business in Massachusetts

Telephone Number _____

Full Legal Name of Surety Company

Principal Place of Business of Surety Company

Telephone Number _____

Admitted in Massachusetts Yes _____ No _____

Place of Business in Massachusetts

Telephone Number _____

Appendix 2
CERTIFICATE OF NON-COLLUSION

The undersigned certifies, under penalties of perjury, that this Bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 3
CERTIFICATE OF TAX COMPLIANCE

Pursuant to Massachusetts General Laws (M.G.L.) c.62C, §49A, I certify under the penalties of perjury that the Bidder named below has complied with all laws of the Commonwealth of Massachusetts pertaining to the payment of taxes, to the reporting of employees and contractors, and to the withholding and remitting of child support.

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 4
CONFLICT OF INTEREST CERTIFICATION

The Bidder hereby certifies that:

1. The Bidder has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a Contract pursuant to this Invitation for Bids.
2. No consultant to, or subcontractor for, the Bidder has given, offered, or agreed to give any gift, contribution, or offer of employment to the Bidder, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a Contract by the Bidder.
3. No person, corporation, or other entity, other than a bona fide full time employee of the Bidder has been retained or hired to solicit for or in any way assist the Bidder in obtaining the Contract (pursuant to this IFB) upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Contract to the Bidder.
4. The Bidder understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Bidder with respect to the transaction outlined in the IFB.
5. The Bidder understands that the Bidder, his/her/its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 5
CERTIFICATE OF CORPORATE BIDDER

I, _____, certify that I am the Clerk of the Corporation named as Responder in the attached Response Form; that _____, who signed said Response on behalf of the Responder was then _____ of said Corporation and was duly authorized to sign said Response Form; and that I know his/her signature thereto is genuine.

(Corporate Seal)

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

This Certificate shall be completed where Bidder is a Corporation and shall be so completed by its Clerk. In the event that the Clerk is the person signing the Bidder on behalf of the Corporation, this Certificate shall be completed by another officer of the Corporation.

Appendix 6
CERTIFICATE OF COMPLIANCE WITH M.G.L. c.151B

The Bidder hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited basis outlined therein.

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 9
PREVAILING WAGE RATES
(SEE ATTACHED DOCUMENT.)

Appendix 10
FORM OF CONTRACT
(SEE ATTACHED DOCUMENT.)

717294v1

**Town of Natick
Natick, Massachusetts**

INVITATION FOR BIDS

FOR

SERVICES RELATED TO THE FURNISHING OF ROADWAY IMPROVEMENTS AT VARIOUS LOCATIONS - 2018

Addendum 1 - April 23, 2018

BIDS DUE:

April 26, 2018, 11:00 A.M. LOCAL TIME

Late Bids Will Be Rejected

DELIVER COMPLETED BIDS TO:

Town of Natick
c/o Bryan LeBlanc
Procurement Director
Department of Public Works
75 West Street
Natick, MA 01760
Phone: 508-647-6438

**TOWN OF NATICK
NATICK, MASSACHUSETTS 01760**

NOTICE TO BIDDERS

The Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 ("the Town"), acting through the Natick Board of Selectmen, invites the submission of sealed bids for **Services Related to The Furnishing of Roadway Improvements at Various Locations - 2018.**

Prospective Bidders shall be prequalified in accordance with 720 CMR 5.00, "Prequalification of Contractors". Bids received, which are not on the official or waiver contractor lists issued by the Commonwealth of Massachusetts Department of Transportation (MassDOT) Prequalification Office, will be considered not qualified. The Invitation for Bids ("IFB") may be obtained from the Town of Natick, Department of Public Works, 75 West Street, Natick, MA 01760, between 7:30 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 7:30 A.M. and 12:00 P.M. on Fridays, beginning at 7:30 A.M., on Thursday April 5, 2018. Sealed Bids will be received until **11:00A.M., local time, April 26, 2018**, at the Department of Public Works, 75 West Street, at which time and place all bids will be publicly opened and read. All Bids shall comply with the IFB issued by the Town of Natick, including, without limitation, Section 1, Instructions to Bidders, and Bid Submission Requirements. The Town reserves the right to waive any informality in or to reject any, any part of, or all Bids in the best interest of the Town. Any Bid submitted will be binding for thirty (30) days subsequent to the time of bid opening. This contract contains price adjustments for bituminous concrete mixtures, diesel fuel, and gasoline. The base price for liquid asphalt on this project is \$457.50 per ton. The base price for diesel fuel is \$2.404 per gallon and for gasoline is \$2.142 per gallon. (March 14, 2018)

Section 1. Instructions to Bidders and Bid Submission Requirements

In accordance with the provisions of Chapter 30, Section 39M of the Massachusetts General Laws (M.G.L. c. 30, §39M), the Town of Natick, Massachusetts, Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting through the Natick Board of Selectmen (hereinafter “the Town of Natick” or “the Town”), invites sealed Bids for the provision of services related to the furnishing of Roadway Improvements at Various Locations - 2018.

Prospective Bidders shall be prequalified in accordance with 720 CMR 5.00, “Prequalification of Contractors”. Bids received, which are not on the official or waiver contractor lists issued by the Commonwealth of Massachusetts Department of Transportation (MassDOT) Prequalification Office, will be considered not qualified.

Copies of this IFB may be obtained from the Department of Public Works, 75 West Street, Natick, MA 01760, between 7:30 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 7:30 A.M. and 12:00 P.M. on Fridays, beginning at 7:30 A.M., on Thursday April 5, 2018.

No formal Pre-Bid Conference will be held.

Questions regarding this IFB shall be submitted in writing and shall be delivered to the Department of Public Works by the close of business 4:00 P.M. Thursday on April 19, 2018. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all registered Bidders.

Sealed Bids marked “Town of Natick: Sealed Bid for Services Related to the Furnishing of Roadway Improvements at Various Locations - 2018” shall be received by 11:00 A.M. local time, April 26, 2018, at this address:

Town of Natick
Department of Public Works
75 West Street
Natick, MA 01760.

Each Bidder’s name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock in the Administration Office at the Department of Public Works shall be considered official. No late Bids shall be accepted. No faxed Bids shall be accepted. Conditional Bids will not be accepted.

Each Bid shall be submitted in accordance with the Bid Submission Requirements in order to be considered for award. Any Bid submitted shall be binding for thirty (30) days subsequent to the time of the opening of Bids. Each Bidder’s name, address and contact phone number shall be clearly visible from the outside of each sealed envelope.

Each Bid shall be accompanied by a Bid Deposit in the form of a Bid bond, or cash, or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company, payable to the Town of Natick, MA. The amount of such Bid Deposit shall be five (5%) percent of the value of the Bid.

The Bid Deposits of the three (3) lowest responsible and eligible Bidders will be returned upon the execution and delivery of a Contract or, if no award is made, upon the expiration of the time prescribed herein for making an award; except that, if any Bidder fails to perform his/her/its agreement to execute a Contract and furnish a Performance Bond and a Labor and Materials Payment Bond if required, his/her/its Bid Deposit shall become and be the property of the Town, as liquidated damages; provided that the amount of the Bid Deposit which becomes the property of the Town will not, in any event, exceed the difference between his/her/its Bid price and the Bid price of the next lowest responsible and eligible Bidder; and provided further that, in case of death, disability, bona fide clerical or mechanical error of a substantial nature, or other similar unforeseen circumstances affecting a Bidder, his/her/its Bid Deposit will be returned to him/her/it. The Bid Deposits of Bidders other than the three (3) lowest responsible and eligible Bidders will be returned following award of the Contract by the Town.

The Town of Natick **will not** reimburse Bidders for any costs incurred in preparing Bids in response to this IFB.

Submission of a Bid shall be conclusive evidence that the Bidder has examined this IFB and is familiar with all the conditions of the Contract. Upon finding any omissions or discrepancy in this IFB, each Bidder shall notify the Town immediately so that any necessary addenda may be issued. Failure of a Bidder to investigate completely this IFB and/or to be thoroughly familiar with this IFB shall in no way relieve any such Bidder from any obligation with respect to the Bid.

By submission of a Bid, the Bidder agrees that if his/her/its Bid is accepted, then it shall enter into a Contract with the Town of Natick which incorporates all of the requirements of this IFB. By submission of a Bid, the Bidder further indicates acceptance of all terms and conditions of this IFB.

Changes, modifications or withdrawal of Bids shall be submitted in writing to the Department of Public Works prior to the deadline and shall be contained in a sealed envelope clearly marked, as appropriate, "CORRECTION, MODIFICATION OR WITHDRAWAL OF SEALED BID FOR SERVICES RELATED TO THE FURNISHING OF ROADWAY IMPROVEMENTS AT VARIOUS LOCATIONS - 2018". No corrections, modifications, or withdrawal of Bids shall be permitted after Bids have been opened.

M.G.L. c. 30, §39M, which is incorporated herein by reference, shall govern all procedures.

Prevailing wage rates as determined by the Commissioner of the Massachusetts Department of Labor and Workforce Development under the provisions of the Massachusetts General Laws, Chapter 149, Sections 26 to 27G, as amended, apply to this work. It is the responsibility of the Bidder, before Bid submission, to request, if necessary, any additional

information on Minimum Wage Rates for those trades' people who may be employed for the proposed work under any such Contract awarded.

For further information, please refer to the succeeding sections, with which each Bidder shall comply in submitting a Bid.

Section 2. Pre-Bid Conference/Questions

No formal Pre-Bid Conference will be held.

Questions, if any, concerning this IFB or its conditions shall be addressed to:

Bryan LeBlanc
Procurement Director
Department of Public Works
75 West Street
Natick, MA 02186.

Questions regarding this IFB shall be submitted in writing and shall be delivered by the close of business by 4:00P.M., local time, Thursday on April 19, 2018. Questions may also be submitted to the attention of Bryan LeBlanc at the following email address: bleblanc@natickma.org or at the following fax number: 508-647-6560. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all Bidders.

Section 3. Background & Specifications

A. Locations of Road Improvements in the Work

The work included is for the following listed streets. The Town Engineer shall be contacted for specific work item locations. At the discretion of the Town of Natick, other streets and/or areas of work may be added to this list.

Centre Street

See attached plan entitled "Roadway Improvements at Various Locations -2018, Centre Street" Sheets 1-6.

Gibbs Street

See attached plan entitled "Roadway Improvements at Various Locations -2018, Gibbs Street." Sheet 7.

Manor Avenue

See attached plan entitled "Roadway Improvements at Various Locations -2018, Manor Avenue" Sheet 8 & 9.

Paul Street

See attached plan entitled "Roadway Improvements at Various Locations -2018, Paul Street" Sheet 10.

Walnut Park Road

See attached plan entitled "Roadway Improvements at Various Locations -2018, Walnut Park Road" Sheet 11.

Overbrook Terrace

See attached plan entitled "Roadway Improvements at Various Locations -2018, Overbrook Terrace" Sheet 12.

Whittier Road

See attached plan entitled "Roadway Improvements at Various Locations -2018, Whittier Road" Sheet 13 & 14.

Belmore Road

See attached plan entitled "Roadway Improvements at Various Locations -2018, Belmore Road." Sheet 15 & 16.

Edwards Road

See attached plan entitled "Roadway Improvements at Various Locations -2018, Edwards Road." Sheet 17 & 18.

Jameson Street

See attached plan entitled "Roadway Improvements at Various Locations -2018, Jameson Street" Sheet 19.

Oxbow Road

See attached plan entitled "Roadway Improvements at Various Locations -2018, Oxbow Road" Sheet 20 & 21.

Walnut Avenue

See attached plan entitled "Roadway Improvements at Various Locations -2018, Walnut Avenue" Sheet 22.

Oxford Street

See attached plan entitled "Roadway Improvements at Various Locations -2018, Oxford Street" Sheet 23 - 25.

Byron Road

See attached plan entitled "Roadway Improvements at Various Locations -2018, Byron Road" Sheet 26 & 27.

Lodge Road

See attached plan entitled "Roadway Improvements at Various Locations -2018, Lodge Road" Sheet 28.

Meadow Street

See attached plan entitled "Roadway Improvements at Various Locations -2018, Meadow Street" Sheet 29 & 30.

Meadow Street

See attached plan entitled "Roadway Improvements at Various Locations -2018, Meadow Street" Sheet 29 & 30.

Jackson Court

See attached plan entitled "Roadway Improvements at Various Locations -2018, Jackson Court" Sheet 31.

Neil Circle

See attached plan entitled "Roadway Improvements at Various Locations -2018, Neil Circle" Sheet 32.

Fieldstone Lane

See attached plan entitled "Roadway Improvements at Various Locations -2018, Fieldstone Lane" Sheet 33 - 35.

Mohegan Trail

See attached plan entitled "Roadway Improvements at Various Locations -2018, Mohegan Trail" Sheet 36 – 37.

B. Performance Standards Applicable to the Work

All materials and methods of construction shall conform to the requirements of the latest edition of "Commonwealth of Massachusetts, Highway Department Standard Specifications for Highways and Bridges", (hereinafter referred to as "M.H.D. Specifications") and these specifications.

Where there is a conflict between these technical specifications and the M.H.D. Specifications, the M.H.D. Specifications shall prevail.

THE BELOW BID ITEM DESCRIPTION REFERS TO EACH ITEM LISTED IN THE BID FORM ATTACHED HERETO IN APPENDIX 1.

Item No. 1A through Item No. 1E

The work under these items shall conform to the relevant provisions of Section 460 and Section 701 of the Commonwealth of Massachusetts, Department of Public Works, and Standard Specifications for Highways and Bridges.

The unit price for items 1A through 1E shall constitute full compensation for all materials, labor, and equipment required to place pavements, as specified, or as directed by the Natick Town Engineer ("the Town Engineer"). The unit price for item 1B and 1C shall also include the application of a tack coat, as specified, or as directed by the Town Engineer. The unit price for item 1D shall include all costs for cleaning the existing bituminous concrete surfaces and for adjusting existing water service boxes to the final grade for new sidewalks and driveway aprons, and those that are receiving overlays. The unit price for item 1E shall include only full compensation for the placement of a single compacted layer of 2.5 inches of bituminous pavement. All costs associated with the excavation of the trench shall be paid under Bid Item 9C.

Item No. 2A

The work under this item shall conform to the relevant provisions of Section 403 of the Commonwealth of Massachusetts, Department of Public Works, and Standard Specifications for Highways and Bridges.

The CONTRACTOR shall furnish all labor, materials, and equipment necessary for the preparation of a stabilized base course. The work shall consist of scarifying and pulverizing the in-place asphalt pavement and underlying material to a depth of 12 inches, mixing and/or blending the material and spreading and compacting the resultant mixture to the lines and grades established by the Engineer. Included in the unit bid price shall be all costs associated with the delivery of all excess pulverized materials to the Town of Natick gravel pit at 17 Oak Street.

Item No. 2B

The work under this item shall conform to the relevant provisions of Section 120.66 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges.

The CONTRACTOR shall furnish all labor, materials, and equipment necessary to cold plane areas designated by the Town Engineer, and as specified. Included in the unit bid price shall be all costs associated with the delivery of all excess cold-planed materials to the Town of Natick gravel pit at 17 Oak Street.

Item No. 3

The work under this item shall conform to the specifications entitled, "Stone Seal (Treated) Specifications".

The Successful Bidder shall furnish all labor, materials, and equipment necessary to for the placement of liquid asphalt and stone on properly prepared streets as specified or directed by the Town Engineer.

Item No. 4A through Item No. 4C

The work under these items shall conform to the relevant provisions of Section 500, and Section 580 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges.

The unit price for items 4A and 4B shall constitute full compensation for all materials, labor, and equipment required to place Type VA4 Straight, and Type VA4 Curved granite curbing respectively, as specified or as directed by the Town Engineer. The length and radius of all curved granite curbing to be installed shall be as indicated on the attached plans. The unit price for item 4C shall constitute full compensation for all labor, materials, and equipment to remove and reset existing granite curbing to new lines and grades as directed by the Town Engineer.

Item No. 5

The work under this item shall conform to the relevant provisions of Section 500 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges.

The unit price for this item shall constitute full compensation for all materials, labor, and equipment required to place a modified bituminous concrete Cape Cod berm, and Type-2 bituminous concrete berm as shown on the plans. The modified Cape Cod berm shall be as shown on the attached detail sheet named "Modified Cape Cod Berm".

Item No. 6A through Item No. 6C

The work under these items shall conform to the relevant provisions of Section 701 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges.

The unit price for these items shall constitute full compensation for all materials, labor, and equipment necessary to place cement concrete sidewalks; cement concrete wheelchair ramps; cement concrete driveway aprons; and cast in-place tactile warning panels, as specified or as directed by the Town Engineer. Also, the unit price for these items shall include all costs for adjusting existing water service boxes to the final grade for new sidewalks and driveway aprons.

Cement concrete wheelchair ramps shall be constructed at locations as directed by the Town Engineer, and shall conform to the current requirements of Section 4.29.2 of the American with Disabilities Act Standards for Accessible Design. All costs associated with the construction of all wheelchair ramps shall be included the unit price for Item 6A.

Item 6C shall constitute full compensation for all material, labor, and equipment necessary to cast in-place composite tactile warning panels in locations as directed by the Town Engineer. The tactile warning panels shall be 2 feet by 4 feet in size. The panels shall be the cast-in-place composite panel system as manufactured by ADA Solutions, Inc., or an approved equal. The panels shall be Federal Color No. 20109 (Brick Red). The panels shall be installed in accordance with the manufacture's recommendations.

Item No. 7A through Item No. 7D

The work under these items shall conform to the relevant provisions of Section 220 of the Commonwealth of Massachusetts, Department of Public Works, and Standard Specifications for Highways and Bridges. The Successful Bidder shall be responsible to coordinate the adjustment of electrical and gas company castings with the appropriate utility company. No additional compensation will be made for the adjustment of electrical and gas company castings.

Item No. 8

The work under this item shall conform to the relevant provisions of Section 402 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges. Processed gravel for sub-base will be paid for at specified contract unit price, and shall include all labor, materials, equipment, and incidental work required to place, fine grade, and compact the gravel to the lines and grades established by the Town Engineer.

Item No. 9A through No. 9C

The work under these items shall conform to the relevant provisions of Section 120 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges.

The work under these items shall include all labor, materials, equipment, and incidental costs required for the excavation, disposal or compaction of all materials not being removed under other items of any contract awarded pursuant to this IFB. The unit price of item 9C shall include all labor, materials, equipment, and incidental costs required for cutting, excavating, and disposal of all existing pavement material, as directed by the Town Engineer, in preparation in the placement of trench patch materials.

Item No. 10

The Successful Bidder will be paid any specified contract unit price for all loam borders, complete in-place, as specified or as directed by the Town Engineer. This work shall conform to the specifications entitled "Loam & Seed Borders".

Item No. 11

The work under this item shall conform to the relevant provisions of Section 440 of the Commonwealth of Massachusetts, Department of Public Works, and Standard Specifications for Highways and Bridges. The unit price for this item shall constitute full compensation for all materials, labor, and equipment required to furnish and place calcium chloride for roadway dust control as specified or as directed by the Town Engineer.

Item No. 12

The price for Police Details established for this bid item is an estimated hourly figures times a fixed hourly cost to facilitate comparison of bids. The Contractor shall be reimbursed for the actual cost of services of uniformed officers rendered in connection with traffic control, when traffic control services are mandated by the Town of Natick. The work of this section shall be measured per hour of police officer detail work. Costs associated with overtime pay for police details when used for the Contractor's convenience or due to Contractor negligence shall be paid by the Contractor with no reimbursement from the Town. The Contractor **shall not** reimburse any town or police department for administration, processing or similar fees invoiced to the Contractor. Any fees as previously described paid by the Contractor will not be reimbursed by the Town of Natick. All reimbursement shall be made through payment requests and shall be accompanied by proof of payment by the Contractor.

There shall be no additional cost to the Town if the Contractor works more than 8 hours per day. The Contractor will only be reimbursed for Police Details up to 8 hours per day, per detail officer. It is the Contractor's responsibility to ensure all work requiring police details is complete within the 8 hour police

detail shift. The Contractor will not be reimbursed for overtime charged by the police details unless approved by the Town.

Item No. 13 and 14

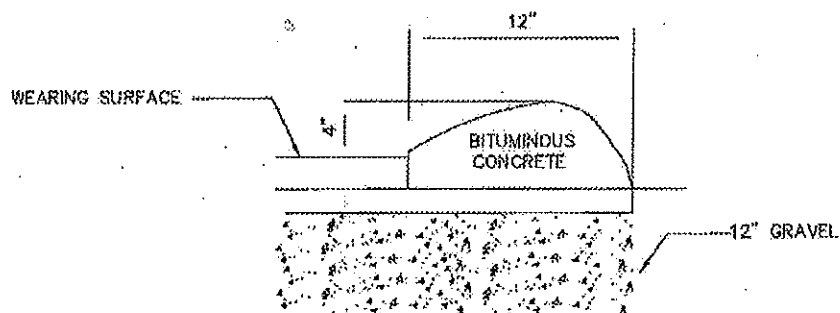
The work for this item shall conform to the relevant provisions of Section 860 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges, and the following: The white 12" wide crosswalk and stop lines shall be installed in the location shown on the plans. The stop line shall be parallel to the crosswalk line.

All edge lines and centerline makings shall be 4" wide (minimum).

The unit price for this item shall constitute full compensation for all materials, labor and equipment required to furnish and place roadway traffic markings as specified .

Item 15

The work for this item shall conform to the relevant provisions of Section 850 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges, NCHRP 350 and the MUTCD (most current edition) for streets and highways, Traffic Controls for Construction



MODIFIED CAPE COD BERM DETAIL

(NO SCALE)

TOWN OF NATICK, MASSACHUSETTS

DEPARTMENT OF PUBLIC WORKS -- ENGINEERING DIVISION

75 WEST STREET NATICK, MA 01760

Detail Number:

R-1.3

Detail Name:

Bituminous Berm

Date Last Updated:

02/01/2011

Stone Seal (Treated) Specifications

SCOPE OF WORK

Work under this contract shall consist of the Contractor furnishing and applying liquid asphalt and treated stone on properly prepared bituminous streets in the town of Natick in accordance with the detailed requirements set forth below. Bid quantities are approximate only; payment shall be for actual quantities applied to streets. Streets to be stone sealed shall be as listed in the contract documents or as selected by the Town Engineer.

DETAILED REQUIREMENTS

Materials

a. Liquid Asphalt

Liquid asphalt grades shall be: CRS-2 (3% Latex), CMS-2 (3% Latex), RS-2 (3% Latex), HFMS (3% Latex) or MC-3000 conforming to AASHTO specifications M208, M140 or M82.

b. Latex Additive

The latex additive shall be Ultrapave 70 (Anionic) or Ultrapave 1156 (Cationic) or equivalent conforming to the following specifications. It is required that the latex be co-milled at the bulk emulsion facility, to ensure complete and balanced blending. The emulsion manufacturing plant must be open to inspection by the awarding authority.

	Anionic	Cationic
Monomer Ratio (Butadiene/Styrene)	(76 +/- 2/ 24 +/- 2)	(76 +/- 2/ 24 +/- 2)
Solids, min %	67	59
Solids, min lbs/gal	5.2	4.8
Coagulum	0.1%	0.1%
pH of Latex	9.5-10.5	4.0-5.5
Brookfield Visc. (Model RVT, #3 Spindle @ 20 RPM)	800-2000	5000 max
Mechanical Stability	Excellent	Excellent

c. Treated Stone

Stone shall be crushed quarry stone, free from dust, soft stone or other contaminants, with a minimum of 70% of the stones having a fractured face. All stone shall satisfy a 35% maximum for the L.A. Abrasion Test and a 35% maximum for the Flakiness Index Test. Stone shall be treated prior to application with Liquid Asphalt Material at the rate of 0.2% to 0.5% residual asphalt to ensure uniform treatment of all stones. Proper pre-treatment shall be obtained by a twin shafted Pugmill with a Digital Readout Belt Scale.

Required Stone Gradation

9.5 mm (3/8" Stone)	
Sieve Size	% Passing
12.5 mm (1/2")	100
9.5 mm (3/8")	85-100
6.3 mm (1/4")	10-60
4.75 mm (#4)	0-25
2.36 mm (#8)	0-5

Maximum passing 0.075 mm (#200) sieve shall not exceed 2.0%, wet washed, for all sized aggregates used in surface treatments.

Material Quantities

The quantity of asphalt material to be used shall be in the range of 1.6 to 2.3 liters per square meter (0.35 to 0.50 gallons per square yard), or the quantity of MC-3000 to be used shall be in the range of 1.1 to 1.6 liters per square meter (0.25 to 0.35 gallons per square yard). Cover aggregate shall be spread in the range of 11 to 16 kilograms per square meter (20 to 30 pounds per square yard). The Contractor will use lab tests to design specific material quantities to meet existing field conditions. Variations in material quantities will be made without adjustment to contract unit price. The Contractor must maintain a laboratory open to the inspection of the awarding agency.

Equipment

The equipment used by the Contractor shall include, but not be limited to, one or more of the following:

a. Asphalt Distributor

The asphalt distributor shall contain suitable mechanical circulating and heating mechanisms to provide a uniform approved temperature of the entire mass of material. The distributor shall be equipped with a radar type sensor used to measure ground speed and feed a Digital Volumetric Accumulator capable of measuring liters applied and distance traveled. It shall be capable of applying asphalt material in accurately measured quantities at any rate between 0.5 to 9.1 liters per square meter (0.1 to 2.0 gallons per square yard), of roadway surface, at any length of spray bar up to 4.9 meters (16 feet). The distributor shall be capable of maintaining a uniform rate of distribution of asphalt material regardless of change in grade, width or direction of the road. It shall be equipped with an electronic control for setting asphalt pump discharge rate and on/off switching of spray for nozzles in .3 meter (one foot) increments which shall be located in the truck cab. The spray nozzles and pressure system shall provide a sufficient and uniform fan-shaped spray of asphalt material throughout the entire length of the spray bar at all times while operating. The spray shall completely cover the roadway surface receiving the treatment.

b. Asphalt Spreader

The aggregate spreader shall be hydrostatically driven and self-propelled. It may be equipped with a hydraulically controlled variable adjustable head that is capable of spreading stone in widths from 1.4 to 4.5 meters (4.5 to 18 feet). The spreader shall be mounted on pneumatic tires and shall apply the treated stone on the road surface in a manner that ensures that the tires do not contact the road surface until after the stone has been applied. The unit shall be equipped with an electronic radar type sensor used to measure ground speed and will automatically adjust the stone application rate depending on width of application and the speed of chip spreader. It shall have the ability to apply stone on any grade from 0-6%. The spreader shall be equipped with an integral hopper with a minimum capacity of 4.5 metric tons (5 tons) of treated stone which shall be filled by trucks in a manner which ensures that the truck tires never come in contact with asphalt-treated road surfaces until the stone has been properly applied. To maintain constant stone application, a self locking truck hitch will permit towing of aggregate trucks without stopping the chip spreader. It will be capable of maintaining positive engagement over irregular terrain.

c. Rollers

At least one rubber tired and one steel wheeled roller shall be used on each treated surface immediately after the stone has been applied. Each roller shall have a compacting width of not less than 1.5 meters (5 feet). Each roller shall have a gross weight of not less than 7.2 metric tons (8 tons), and contact pressure adjustable from 1,400 to 2,000 kPa (200 to 300 psi).

d. Trucks

Rear discharge conveyor-fed trucks in sufficient number and size may be used to deliver treated stone to the spreader.

Construction Methods

a. Streets to be Treated

Work under this contract shall consist of the Contractor furnishing and applying liquid asphalt and treated stone on properly prepared bituminous streets in the town of Natick in accordance with the contract specifications. Bid quantities are approximate only; payment shall be for actual quantities applied to streets. Streets to be stone sealed shall be as listed in the contract documents or as selected by the Town Engineer.

b. Surface Preparation

Surface preparation, which may include pothole patching, truing and leveling, adjusting of street irons (Valve covers, manhole covers, drop inlet gratings, etc) will be the responsibility of the contractor with payment made under separate bid items.

Immediately prior to the application of asphalt materials, Highway Department personnel shall remove small branches and other debris, and use a mechanical street sweeper to clean any loose material from the pavement surface.

The Contractor shall protect manhole covers, drop inlets, catch basins, curbs and any other structures within the shoulder areas against the application of the surface treatment materials.

c. Weather Limitations

Work will not be done unless the road surface is dry. No work shall be done during rain or foggy periods. No work shall be done if the ambient temperature is below 10° C (50° F).

d. Spreading Asphalt and Treated Stones

Prior to application of asphalt material on any street, sufficient quantities of materials to cover the entire street at the specified rates shall be on the site and ready for application. The awarding authority shall be responsible for providing the Contractor with an aggregate storage area near the job site. The asphalt material shall not be applied more than 90 meters (300 feet) in advance of the self propelled aggregate spreader. AT NO TIME SHALL ANY ASPHALT MATERIAL BE ON ANY ROAD SURFACE FOR MORE THAN FIFTEEN MINUTES BEFORE IT IS COVERED WITH TREATED STONE.

e. Rolling

Initial rolling shall be done immediately following the application of treated stone. Rollers shall be operated at a speed that will not displace aggregate.

f. Traffic Control

Traffic control is the sole responsibility of the awarding authority. Unless otherwise specified, the roadway shall be kept open to traffic at all times, with traffic discontinued on the lane being surface treated. Controlled traffic may be permitted as soon as the final layer is applied and rolled. A recommended maximum speed of 30 km/h (20 mph) should be maintained for a period of two (2) hours.

g. Surplus Aggregate

Surplus aggregate shall be swept off of the road surfaces by the Highway Department, and shall be the property of the awarding authority. Sweeping will be done after stone seal has properly cured, and care will be taken not to dislodge imbedded aggregate or damage the surface.

Loam and Seed Borders

SCOPE OF WORK

Loam Borders shall be built or rebuilt between the inside edge of the curbing and the edge of the sidewalk in locations designated by the Engineer. The depth of the loam shall be six inches measured in its finished state. The finished grade of the loam border shall be such that the edges of the loam border and the sidewalk shall meet flush and at the same grade. The same shall apply on the inside edge of the curb. Lawns adjacent to the walk being built that do not meet the proposed line or grade shall be regraded to meet the proposed line and grade.

MATERIALS

Loam shall be clear, rich, dark colored loam, friable, reasonably well supplied with plant food, free from excess swamp muck, peat, clay, silt, stones, sods, roots, gravel, sand, subsoil or other foreign material. All loam furnished for this work shall be approved by the Engineer.

Limestone shall be ground limestone that will pass a number 20 sieve and at least 75% will pass a number 100 sieve. Ground limestone shall have a neutralizing value satisfactory to the Engineer.

Fertilizer shall be furnished in containers plainly marked with the chemical analysis of the product and it shall have one of the following compositions by weight:

	10-6-4	8-6-4	7-7-7
Nitrogen	10% min	8% min	7% min
Avail. Potash Acid	6% min	6% min	7% min
Water Soluble Potash	4% min	4% min	7% min

At least 50% by weight of the nitrogen content of the fertilizer shall be derived from organic material.

Grass seed shall be of the previous year's crop and in no case shall the weed seed content exceed one percent by weight. Grass seed shall conform to the requirements of the following table:

	Proportion	Germination Min.	Purity Minimum
Creeping Red Fescue	50%	85%	95%
Kentucky Blue	25%	85%	90%
Domestic Rye	10%	90%	98%
Red Top	10%	85%	92%
Ladino Clover	5%	85%	96%

The several varieties of seed shall be furnished and delivered separately, and mixed after delivery as directed by the Engineer.

The responsibility for satisfactory results shall rest entirely with the Contractor regardless of any tentative approval given by the Engineer.

METHOD OF CONSTRUCTION

The loam borders shall be excavated to subgrade six inches below and parallel to the finished grade. Loam shall then be spread on the subgrade in sufficient quantities to produce without rolling and after material settlement has taken place a depth of four inches. On this layer of loam, ground limestone shall be spread at the rate of one half pound per square yard and thoroughly incorporated into the loam for the total depth by harrowing or spading and raking. The surface shall be brought smoothly to a grade parallel to the finished grade.

The second layer of loam shall then be spread in sufficient quantities to produce after final rolling the required finished depth. At least five days shall elapse after the application of the ground limestone and then fertilizer shall be spread on the top layer of loam at the rate of two tenths of a pound per square yard. The full depth of the loam shall then be spades, harrowed and graded to the finished grade.

After the grass plots have been prepared as described above, grass seed shall be carefully and appropriately sown at the rate of three and six tenths pounds to each one hundred square yards. The surface shall then be raked until the grass seed is thoroughly covered with a thin layer of loam. Finally the surface shall be rolled with a hand roller weighing not more than one hundred pounds per foot of width.

The Contractor shall insure a good catch of grass. He or she shall reloam, regrade, and reseed any area which in its opinion of the Engineer requires such.

METHOD OF MEASUREMENT

Measurements taken for payment shall be by the square yard of the finished work, complete in place.

BASIS OF PAYMENT

The Contractor will be paid the contract unit price per square yard for all loam borders, complete in place, which unit price shall include full compensation for all labor, materials, tools and equipment and all incidentals necessary to complete the work under this item, as directed by the Engineer and as specified herein.

C. Notice to Owners of Utilities

Written notice shall be given by the Successful Bidder to all public service corporations or municipal and State officials owning or having charge of publicly or privately owned utilities of his/her/its intention to commence operations affecting such utilities at least one week in advance of the commencement of such operations. The Successful Bidder shall, at the same time, file a copy of such notice with the Town Engineer.

The following are the names of owners and representatives of the principal utilities affected; however, the Town of Natick does not guarantee completeness of this list:

TOWN OF NATICK, DEPARTMENT OF PUBLIC WORKS, 508-647-6551
William McDowell, Town Engineer

Natick Police Department 508-647-9550
Natick Fire Department 508-647-9550

Eversource Gas
Chris Howard
157 Cordaville Road
Southborough, MA 01772
508-305-6822

Eversource Electric
Christine Cosby
157 Cordaville Road
Southborough, MA 01772
508-305-6989

Verizon
385 Myles Standish Blvd.
Taunton, MA 02780
Karen Nunes, 508-828-6437

COMCAST
330 Billerica Road
Chelmsford, MA 01824
Pam Letizi, 603-695-1412

The Successful Bidder shall make his/her/its own investigation to assure that no damage to existing structures, drainage lines, traffic signal conduits, and other utilities will occur as result of his/her/its operations.

The Successful Bidder shall notify "MASS DIG SAFE" and procure a DIG SAFE NUMBER of each location prior to disturbing ground in any way.

"DIG SAFE" CALL CENTER - TELEPHONE NUMBER 1-888-344-7233

D. Protection of Utilities and Property

The Successful Bidder, in constructing or installing facilities alongside or near storm drains, gas pipes, electric or telephone conduits, poles, sidewalks, walls, vaults or other structures, shall, at his/her/its expense, sustain them securely in place, cooperating with the officers and agents of the various utility companies and municipal departments which control them, so that the services of these structures shall be maintained. The Successful Bidder shall also be responsible for the repair or replacement, at his own expense, of any damage to such structures caused by his/her/its acts or elect, and shall leave them in the same condition as they existed prior to commencement of the work. In case of damage to utilities, the Successful Bidder shall promptly notify the utility owner and shall, if requested by the Town Engineer, furnish labor and equipment to work temporarily under the owner's direction in providing access to the utility. Pipes or other structures damaged by the operation of the Successful Bidder may be repaired by the Town or by the utility owner who suffers the loss. The cost of such repair shall be borne by the Successful Bidder, without compensation therefor.

If, as the work progresses, it is found that any of the utility structures are so placed as to render it impracticable, in the judgment of Town, to do the work called for under any contract awarded pursuant to this IFB, the Successful Bidder shall protect and maintain the services such utilities and structures and the Town will, as soon thereafter as reasonable, cause the position of the utilities to be changed or take such other actions deemed suitable and proper. If live service connections are to be interrupted by excavations of any kind, the Successful Bidder shall not break the service until new services are provided. Abandoned services shall be plugged off or otherwise made secure.

E. Provisions for Travel and Prosecution of the Work

The work shall be accomplished in a manner, which safely maintains traffic on all project roadways.

The Successful Bidder shall perform the work in cooperation with the various agencies in a manner which causes the least interference with the operations of the aforementioned agencies and shall have no claim for delay which may be due, or result, from said work of these agents.

F. Public Safety and Convenience

The Successful Bidder shall be required, without additional compensation, to provide safe and convenient address to all abutters during the prosecution of the work. Necessary access for fire apparatus and other emergency vehicles shall be maintained at all times.

Sweeping and cleaning of surfaces beyond the limits of the project to clean up material caused by spillage or vehicular tracking during the various phases of the work shall be considered as incidental to the work being performed under any contract awarded pursuant to this IFB. There will be no additional compensation provided for cleaning such spillage/tracking.

G. Protection and Restoration of Properties

In areas where mature trees abut or are close to existing pavements to be excavated, or reclaimed, or trenches to be excavated for utilities, the Successful Bidder shall notify the Town of Natick Tree Warden ("the Tree Warden") prior to commencing work. The Town Engineer will arrange for the Tree Warden to inspect the trees and determine the proper methods of protection. Excavations near trees to be maintained shall be carefully done to expose the tree roots with a minimum of damage. The Successful Bidder shall prune and paint the exposed roots under the direction of the Tree Warden. If any excavation or other work is performed by the Successful Bidder prior to the Tree Warden's inspection which, in the Tree Warden's judgment, damages the tree roots, trunk or branches to the extent that the tree cannot be expected to survive, then the Successful Bidder shall remove the tree and replace it with a new tree of specie and size as directed by the Tree Warden at no additional cost to the Town.

H. Property Bounds

The Successful Bidder shall exercise due care when working around all property bounds, which are to remain. Should any damage to a bound result from the actions of the Successful Bidder, the bound shall be replaced and/or realigned by a registered land surveyor employed by the Successful Bidder, as directed by the Town, at no cost to the Town.

I. Traffic Control

A minimum of two travel lanes shall be provided during non-working hours. Traffic may be reduced to one lane for short periods of time during working hours with the approval of the Department of Public Works and the Police Department and with adequate police direction.

The work under any contract awarded pursuant to this IFB shall be performed on heavily traveled roadways. The Successful Bidder shall furnish, install, maintain and move all warning devices, barricades, signs, bridging materials, special apparatus, and other safety measures deemed necessary by the Department of Public Works and or Police Department for the protection of motorists, pedestrians, and the Successful Bidder's own personnel. All costs in connection with these measures shall be included in various payment items of any contract awarded pursuant to this IFB, and no additional compensation will be made as a result of such costs.

Particular care shall be taken to establish and maintain methods and procedures, which will not create unnecessary or unusual hazards to public safety. Traffic control and safety devices required only for working hour operations shall be removed at the end of each working day.

Signs having messages that are irrelevant to normal traffic conditions shall be removed or properly covered at the end of each work period. Signs shall be kept clean at all times and legends shall be distinctive and unmarred.

The Successful Bidder shall complete the binder course of each pavement repair on the same workday on which the repair was begun unless otherwise approved by the Town Engineer. No separate payment will be made for temporary backfilling and re excavation, but all costs in connection therewith shall be included in the unit prices bid for the respective patching items.

If, as a result of deterioration of pavement repairs, the roadways becomes hazardous, in the judgment of the Town, to vehicular or pedestrian travel, the Successful Bidder shall be notified and shall immediately reconstruct or repair the work to eliminate the hazard. If the Successful Bidder's forces are not available, the Town will perform the necessary work, and the Successful Bidder shall reimburse the Town for all cost in connection therewith.

J. Work Done by Others

Relocation and/or resetting to new grades of all private utilities, including utility poles, made necessary by the construction of this project, will be accomplished by the respective utility companies. The Successful Bidder shall be responsible for coordinating all utilities adjustments with each of the private utility companies and fully responsible for payment of all permit fees and construction costs associated with this work as required by the respective utility company.

K. Disposal of Surplus Excavated Materials

All existing and other materials not required or needed for use on the project, and not required to be removed and stacked, shall become the property of the Successful Bidder and shall be removed from the site and legally disposed of. Separate payment will not be made for this work; all cost in connection therewith shall be included in the prices bid for the appropriate contract bid item.

L. Safety and Health Regulations

This project is subject to the Safety and Health Regulations of the U.S. Department of Labor set forth in 29 CFR, Part 1926, and the Massachusetts Department of Labor and Industries, Division of Industrial Safety "Rules and Regulations for the Prevention of Accidents in Construction Operations (Industrial Bulletin No. 12)."

Employees performing under any contract awarded pursuant to this IFB shall have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration (OSHA) that is at least ten (10) hours in duration, at the time the employee begins work. The Successful Bidder shall furnish documentation of successful completion of said course with the first certified payroll report for

each employee; and the Successful Bidder shall comply fully with all laws and regulations applicable to awards made subject to Section 39S of Massachusetts General Law.

Quantities estimated and listed in the bid forms for the above referenced items were generated for comparison bids only and are not guaranteed by the Town. All work done and all materials supplied under this CONTRACT shall be in conformance with the Massachusetts Highway Department Standard Specifications for Highways and Bridges, dated 1988; the Supplemental Specifications, dated December 11, 2002; Standard Special Provisions dated April 21, 2005; the 1977 Construction Standards; the April 2003 Metric/English Supplemental Drawings; the 2003 Manual on Uniform Traffic Control Devices for Streets and Highways; the 1996 Construction and Traffic Standards Details; the 1968 Standard drawings for Traffic Signals and Highway Lighting, all as amended, and the specifications contained on the following pages.

M. Successful Bidder's Personnel

The Successful Bidder's personnel shall be adequately trained by the Successful Bidder, shall be experienced in the provision of services specified in this IFB, and shall be of good moral character. All of the Successful Bidder's employees assigned to the sites shall pass pre-employment criminal background screening.

The Successful Bidder shall provide the Town with the following information:

1. Name, business address, telephone and cell phone numbers of the president and foreman.
2. Name, address, and telephone number of all employees assigned to the sites. The Successful Bidder will update this list whenever there is a change in personnel.

The Successful Bidder shall provide services as an independent contractor with the Town of Natick and the Successful Bidder and his/her/its employees shall not be entitled to receive any benefits of employment with the Town of Natick, including without limitation salary, overtime, vacation pay, holiday pay, health insurance, life insurance, pension or deferred compensation.

N. Environmental Conditions

Fresh concrete shall be adequately protected from freezing, rapid hydration, heavy rains, flowing water, mechanical injury and/or vandalism. In the event of sudden rains, the Town Engineer may permit the placement of concrete already on-site or in transit, provided that the Successful Bidder has already on hand sufficient materials to properly tent or otherwise protect the work. The subgrade shall be properly protected and concrete shall not be placed in pools of water or upon frozen surfaces. Such permission, as noted above, shall in no way relax the requirements for quality and appearance of the work. Delivery of concrete to the site shall be timed to allow for finishing all work during daylight hours.

O. Traffic Police

Under the unit price for this bid item, the Successful Bidder shall make the necessary arrangements with the Police Department to furnish uniformed police officers for the purposes of controlling and regulating traffic in the vicinity of the project. The Successful Bidder shall sign all Police detail slips. The Successful Bidder shall pay the Police Department directly prior to being reimbursed by the Town.

P. Monthly Price Adjustments

Any contract awarded pursuant to this IFB shall contain a price adjustment for bituminous concrete mixtures. The base price for liquid asphalt for this work is \$ 457.50 per ton

Any contract awarded pursuant to this IFB shall contain price adjustments for diesel fuel and gasoline. The base price for diesel fuel is \$2.404 per gallon and for gasoline is \$2.142 per gallon.
(per MassDOT 3/14/2018)

MONTHLY PRICE ADJUSTMENTS FOR HOT MIX ASPHALT MIXTURES

This provision applies to all projects using greater than one hundred (100) tons of hot mix asphalt (HMA) mixtures containing liquid asphalt cement as stipulated in the Form of General Bid Items section of the bid documents.

The Price Adjustment will be based on the variance in price for the liquid asphalt component only from the Base Price to the Period Price. It shall not include transportation or other charges. This Price Adjustment will occur on a monthly basis.

The Base Price of liquid asphalt on a project as listed in the Notice to Contractors section of the bid documents is a fixed price determined at the time of bid by the Department by using the same method as for the determination of the Period Price detailed below.

Period Price

Please note that, starting December 15, 2008, two sets of period prices will be posted each month on the Mass Highway website at <http://www.mhd.state.ma.us/>. They will be labeled "New Asphalt Period Price Method" and "Old Asphalt Period Price Method".

New Asphalt Period Price Method

The "New Asphalt Period Price Method" is for contracts bid after December 15, 2008 and will show the Period Price of liquid asphalt for each monthly period as determined by Mass Highway using the average selling price per standard ton of PG64-28 paving grade (primary binder classification) asphalt, FOB manufacturer's terminal, as listed under the "East Coast Market - New England, Boston, Massachusetts area" section of the Poten & Partners, Inc. "Asphalt Weekly Monitor". This average selling price is listed in the issue having a publication date of the second Friday of the month and will be posted as the Period Price for that month. Mass Highway will post this Period Price on this website within two (2) business days following

their receipt of the relevant issue of the "Asphalt Weekly Monitor". Poten and Partners has granted Mass Highway the right to publish this specific asphalt price information sourced from the Asphalt Weekly Monitor.

New and Old Asphalt Period Price Methods

The paragraphs below apply to both the New and the Old Asphalt Period Price Methods.

The Contract Price of the hot mix asphalt mixture will be paid under the respective item in any contract awarded pursuant to this IFB. The price adjustment, as herein provided, upwards or downwards, will be made after the work has been performed, using the monthly period price for the month during which the work was performed.

The Price Adjustment applies only to the actual virgin liquid asphalt content in the mixture placed on the job in accordance with the Standard Specifications for Highways and Bridges, Division III, Section M3.11.03.

The Price Adjustment will be a separate payment item. It will be determined by multiplying the number of tons of hot mix asphalt mixtures placed during each monthly period times the liquid asphalt content percentage times the variance in price between Base Price and Period Price of liquid asphalt.

This Price Adjustment will be paid only if the variance from the Base Price is five percent (5%) or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments.

No Price Adjustment will be allowed beyond the Completion Date of this Contract, unless there is an approved extension of time.

MONTHLY PRICE ADJUSTMENTS FOR DIESEL FUEL AND GASOLINE

This monthly fuel price adjustment is inserted in this contract because the national and worldwide energy situation has made the future cost of fuel unpredictable. This adjustment will provide for either additional compensation to the SUCCESSFUL BIDDER or repayment to the Town, depending on an increase or decrease in the average price of diesel fuel or gasoline.

This adjustment will be based on fuel usage factors for various items of work developed by the Highway Research Board in Circular 158, dated July 1974. These factors will be multiplied by the quantities of work done in each item during each monthly period and further multiplied by the variance in price from the Base Price to the Period Price.

The Base Price of Diesel Fuel and Gasoline will be the price as indicated in the Department's web site (<https://www.mass.gov/service-details/2018-massdot-contract-price-adjustments>) for the month in which the contract was bid, which includes State Tax.

The Period Price will be the average of prices charged to the State, including State Tax for the bulk purchases made during each month.

This adjustment will be effected only if the variance from the Base Price is five percent (5%) or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments.

No adjustment will be paid for work done beyond the extended completion date of any contract.

Any adjustment (increase or decrease) to estimated quantities made to each item at the time of final payment will have the fuel price adjustment figured at the average period price for the entire term of the project for the difference of quantity.

The fuel price adjustment will apply only to the following items of work at the fuel factors **shown:**

ITEMS COVERED FUEL FACTORS

Excavation: and Borrow Work: Shall apply to the corresponding Mass. Highway Payment Items 120, 120.1, 121, 123, 124, 125, 127, 129.3, 140, 140.1, 141, 142, 143, 144, 150, 150.1, 151 and 151.1

(Both Factors used)

0.29 Gallons / CY for Diesel

0.15 Gallons / CY for Gasoline

Surfacing Work:

All Items containing Hot Mix Asphalt

2.90 Gallons / Ton for Diesel

Does Not Apply for Gasoline

Q. Measurement and Payment

In general, payment will be made for CONTRACT work satisfactorily completed through the end of the previous month. The payment will include any additional work which has been completed and approved and change order work agreed upon by the OWNER and Contractor which has been completed and approved.

Each application for payment will indicate the total of a minimum 5 percent retainage held by the Owner on the total of all work completed under the contract and approved for payment to date.

Within sixty five (65) days after the effective date of Substantial Completion and receipt of an Application for Payment, the OWNER shall submit to the CONTRACTOR payment for the quantity of work completed with the following deductions:

1. A retainer of one (1%) percent of the undisputed Substantial Completion payment amount.
2. Less the estimated cost of completing all incomplete and unsatisfactory work item.

R. Contract Term

The term of this Contract shall commence as of the execution date of this contract and shall end on November 15, 2018. Time is of the essence in the performance of services rendered by the Contractor under this Contract. The Contractor, therefore, shall achieve final completion of the work by November 15, 2018. Unless previously agreed to, in writing by the Town.

Section 4. Bid Submission Requirements

Each Bidder shall submit the following with his/her/its Bid:

1. A fully executed Bid Form (Appendix 1) (which shall include certification of the following:
 - A. Bidder is an established business with a minimum of five (5) years of experience in providing services related to the furnishing of roadway improvements (Bidder shall attach to the Bid Form a short statement of the status of the business, the year of incorporation/commencement, a list of any name changes, and a list of any lawsuits pending against Bidder.)
 - B. Bidder holds all applicable State and Federal permits, licenses and approvals. (Bidder shall attach to the Bid Form copies of all applicable State and Federal permits, licenses, and approvals.)
 - C. Bidder provides a Town approved Foreman, who shall be present at the work site at all times.
 - D. Bidder provides supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract with the Town.
 - E. Bidder holds all applicable documentation and Insurance in accordance with this IFB. (Bidder shall attach to the Bid Form copies of relevant insurance certificates hereto. Nothing in this provision, however, shall eliminate the requirement that the Bidder, if chosen as the Successful Bidder, shall submit to the Town an endorsement or a rider in compliance with Section 8 of the Contract.)
 - F. Bidder shall attach to the Bid Form contact information for all clients over the last five (5) years as well as all current Contracts (contact person, address and telephone number). Bidder shall also provide a list of at least

six (6) successfully completed jobs in such time, giving the name and address of these projects.

- G. Bidder has not defaulted on any Contract within the last five (5) years.
- H. Bidder maintains a permanent place of business. (Bidder shall attach to the Bid Form the address of his/her/its business.)
- I. Bidder has adequate personnel and equipment to perform the work expeditiously. (Bidder shall also attach to the Bid Form a statement of experience of his/her/its personnel and the proposed staffing plan it shall offer in reference to the work for which Bids are sought. Bidder shall attach to the Bid Form a description of his/her/its equipment and shall explain how such equipment satisfies the requirements stated herein.)
- J. Bidder has suitable financial status to meet obligations incident to the work. Bidder shall attach to the Bid Form a financial statement that shows the Bidder's present financial status.
- K. Bidder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Bidder shall attach to the Bid Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)
- L. Bidder has not failed to perform satisfactorily on Contracts of a similar nature.
- M. Bidder possesses the skill, ability and integrity necessary for the faithful performance of the work.
- N. Bidder certifies that he/she/it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.
- O. Bidder certifies that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.
- P. Bidder certifies that his/her/its materials meet the specifications. (A manufacturer's certificate, certifying conformance to the above material specifications, shall be furnished to the Town by the Successful Bidder.)

2. A fully executed Certificate of Non-Collusion. (Appendix 2)
3. A fully executed Certificate of Tax Compliance. (M.G.L. c.62C, §49A) (Appendix 3)
4. A fully executed Conflict of Interest Certification. (M.G.L. c.268A) (Appendix 4)
5. A fully executed Certificate of Corporate Bidder, if applicable. (Appendix 5)
6. A fully executed Certificate of Compliance with M.G.L. c.151B. (Appendix 6)
7. A fully executed Certificate of Compliance with EEO/AA/SDO provisions. (Appendix 7)
8. A full executed Certificate of Non-Debarment. (Appendix 8)
9. A Bid Deposit in the form of a Bid bond, or cash, or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company, payable to the Awarding Authority. The amount of such Bid Deposit shall be in the amount of five (5%) percent of the value of the Bid.
10. A certificate of insurability from an insurance company that is licensed to do business in the Commonwealth of Massachusetts indicating that all the provisions of the specifications can be met.
11. A letter of intent from a surety company that is licensed to do business in the Commonwealth of Massachusetts stating that the Bidder shall be able to obtain a Performance Bond in the amount of one hundred (100%) percent of the Contract Price.
12. A letter of intent from a surety company that is licensed to do business in the Commonwealth of Massachusetts stating that the Bidder shall be able to obtain a Labor and Materials Payment Bond in the amount of one hundred (100%) percent of the Contract Price.

Section 5. Bid Submission

Sealed Bids marked "Town of Natick: Sealed Bid for the Furnishing of Roadway Improvements at Various Locations - 2018" shall be received by 11:00A.M., local time, April 26, 2018, at this address:

Town of Natick
Department of Public Works
75 West Street
Natick, MA 01760.

Each Bidder's name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock in the Administration Office at the Department of Public Works shall be considered official. No late Bids shall be accepted. No faxed Bids shall be accepted. Conditional Bids will not be accepted.

Each Bid shall be submitted in accordance with the Bid Submission Requirements in order to be considered for award. Any Bid submitted shall be binding for thirty (30) days subsequent to the time of the opening of Bids.

As soon as is reasonably possible after the deadline for Bid submission, Bids will be opened in accordance with M.G.L. 30, §39M. **Bids received after that date and time will be rejected.**

Section 6. Selection Process and Award

Bids submitted to the Town prior to the deadline will be reviewed by the Procurement Officer to determine compliance with the foregoing Bid Submission Requirements and this IFB.

Pursuant to M.G.L. c.30, §39M, the Town shall award, within thirty (30) days of the opening of sealed Bids, one (1) Contract, if at all, to the lowest responsible and eligible Bidder, based upon the lowest total cost to provide the required services in the Main Bid Work, who complies with the Bid Submission Requirements in Section 4 above. The award of any Contract pursuant to this IFB shall be subject to appropriation by Natick Town Meeting.

The term "lowest responsible and eligible Bidder" shall mean the Bidder: "(1) whose Bid is the lowest of those Bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who shall certify that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; (4) who, where the provisions of Section 8B of Chapter 29 (of the Massachusetts General Laws (M.G.L.)) apply, shall have been determined to be qualified thereunder; and (5) who obtains within ten (10) days of the notification of Contract award the security by bond required under Section 29 of Chapter 149 (of the Massachusetts General Laws (M.G.L.)); provided that for the purposes of this section the term "security by bond" shall mean the bond of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the Awarding Authority; provided further, that if there is more than one (1) surety company, the surety companies shall be jointly and severally liable". M.G.L. c.30, §39M.

Nothing in this IFB will compel the Town to award a Contract. The Town may cancel this IFB, may waive, to the extent allowed by law, any informalities, and may reject any and all Bids, if the Town, in its sole discretion, determines said action to be in the best interest of the

Town of Natick. The Town may reject as non-responsive any Bid that fails to satisfy any of the Bid Submission Requirements.)

No person or firm debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency shall be awarded a Contract.

The Successful Bidder shall provide certification of insurance coverage and shall be required to indemnify and hold the Town harmless (see below for more information).

Within ten (10) business days after notification of award of a Contract by the Town, the Successful Bidder shall furnish to the Town a Performance Bond in the amount of one hundred (100%) percent of the Contract price, with a surety company which is acceptable to the Town.

Within ten (10) business days after notification of award of Contract by the Town, the Successful Bidder shall furnish to the Town a Labor and Materials Payment Bond in the amount of one hundred (100%) percent of the Contract price, with a surety company which is acceptable to the Town.

The Successful Bidder shall, within ten (10) days after presentation thereof by the Town, execute a Contract in accordance with the terms of this IFB, in the form of the attached Contract.

The Successful Bidder who enters into a Contract with the Town shall be responsible for obtaining, at his/her/its own expense, all appropriate federal, state and local permits, licenses and approvals.

The Town may terminate any such Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend any such Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.

Section 7. Compliance with Laws

The Successful Bidder shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his/her/its work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Successful Bidder shall comply, to the extent applicable, with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended. Any Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and any other laws, as though such terms were set forth in their entirety herein.

Section 8. Insurance

The Successful Bidder shall keep in force throughout the term of the Contract and any extension or renewal thereof the amount of insurance described in the Contract which is a part of this IFB and is incorporated herein by reference. Without limitation of other requirements of this IFB, no Contract shall be entered into by the parties unless the Successful Bidder complies with all applicable insurance requirements, including, without limitation, the required language mandating that the Town of Natick shall be named as an additional insured on the required policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form.

Section 9. Indemnification

The Successful Bidder shall assume the indemnification responsibilities described in the Contract which is a part of this IFB and is incorporated herein by reference.

Section 10. Performance Bond Requirements

Within ten (10) calendar days after notification of award of any contract by the Town, the Successful Bidder shall deliver to the Town a Performance Bond, in the amount of one hundred (100%) percent of the contract price, with a surety company that is acceptable to the Town and that is licensed by the Massachusetts Division of Insurance.

Section 11. Labor and Materials Payment Bond Requirements

Within ten (10) calendar days after notification of award of any contract by the Town, the Successful Bidder shall deliver to the Town a Labor and Materials Payment Bond, in the amount of one hundred (100%) percent of the contract price, with a surety company that is acceptable to the Town and that is licensed by the Massachusetts Division of Insurance.

Section 12. Use of Alcohol and Controlled Substances Prohibited

The use of alcoholic beverages, narcotics, and mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Successful Bidder is prohibited on Town of Natick property which is the subject matter of this IFB and during all hours of work under any Contract with the Town. If any officer, employee, agent, or representative of the Successful Bidder violates the foregoing provision, the Town of Natick shall have the right to order that such officer, employee, agent, or representative of the Successful Bidder shall not be permitted to return to work under any Contract with the Town. Under such circumstances, the Successful Bidder shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with any Contract with the Town.

Section 13. No Smoking

Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Successful Bidder, his/her/its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the Town of Natick.

Section 14. Criminal Background Screening

For each employee of the Successful Bidder who is performing services under any Contract, the Successful Bidder shall, subject to his/her/its confidentiality and privacy obligations owing to his/her/its employees and third parties, provide a written confirmation to the Town that such employee passed the Successful Bidder's pre-employment criminal background screen. In the event that any employee refuses to permit the Successful Bidder to provide such information to the Town, the Successful Bidder shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

Section 15. Appendices

1. Bid Form
2. Certificate of Non-Collusion
3. Certificate of Tax Compliance (M.G.L. c.62C, §49A)
4. Conflict of Interest Certification (M.G.L. c.268A)
5. Certificate of Corporate Bidder
6. Certificate of Compliance with M.G.L. c.151B
7. Certificate of Compliance with EEO/AA/SDO provisions
8. Certificate of Non-Debarment
9. Prevailing Wage Rates
10. Form of Contract

APPENDIX 1
TOWN OF NATICK
BID FORM
(9 pages)

The undersigned hereby submits a sealed bid for the furnishing of Roadway Improvements at Various Locations - 2018.

Printed Name of Bidder:

Address: _____

The Bidder hereby acknowledges receipt of Addenda # 1 _____ # 2 _____ # 3 _____

The Bidder hereby pledges to deliver the complete scope of services required for the Main Bid Work, for the price shown below:

Total Price in Words:

Total Price in Numbers:

Unit Prices, which will not be directly used for purposes of award, are as shown on the following pages:

UNIT OR LUMP SUM ITEM NO.	PRICE BID IN BOTH WORDS AND FIGURES	ESTIMATED QUANTITY	TOTAL IN FIGURES (UNIT PRICE TIMES ESTIMATED QUANTITY)
1A.	Bit. Conc. Binder Course, per ton. Dollars and _____ Cents (\$ _____)	5741 Tons	\$ _____
1B.	Bit. Conc. Leveling Course, per ton. Dollars and _____ Cents (\$ _____)	250 Tons	\$ _____
1C.	Bit. Conc. Top Course, per ton. Dollars and _____ Cents (\$ _____)	3790 Tons	\$ _____
1D.	Bit. Conc. Driveway Aprons, Wheelchair Ramps, & Sidewalks, per ton. Dollars and _____ Cents (\$ _____)	1,550 Tons	\$ _____
1E.	Trench Patch with 2.5 Inches of Binder, Dollars and _____ Cents (\$ _____)	356 Tons	\$ _____
2A.	Reclaim Base Course, per square yard Dollars and _____ Cents (\$ _____)	33,370 S.Y.	\$ _____

UNIT OR LUMP SUM ITEM NO.	PRICE BID IN BOTH WORDS AND FIGURES	ESTIMATED QUANTITY	TOTAL IN FIGURES (UNIT PRICE TIMES ESTIMATED QUANTITY)
2B.	Cold Plane Pavement, per square yard Dollars and _____ Cents (\$ _____)	11,450 S.Y.	\$ _____
3.	Single Treated Stone Chip Seal, per square yard Dollars and _____ Cents (\$ _____)	36,000 S.Y.	\$ _____
4A.	Granite Curbing Straight, Type VA4, per linear foot Dollars and _____ Cents (\$ _____)	250 L.F.	\$ _____
4B.	Granite Curbing Curved, Type VA4, per linear foot Dollars and _____ Cents (\$ _____)	1,560 L.F.	\$ _____
4C.	R & R Granite Curbing, per linear foot Dollars and _____ Cents (\$ _____)	200 L.F.	\$ _____
5.	Bit. Conc. Berm, per linear foot Dollars and _____ Cents (\$ _____)	2,000 L.F.*	\$ _____
6A.	Cement Conc. Sidewalks, and Wheelchair Ramps, per square yard Dollars and _____ Cents (\$ _____)	400 S.Y.	\$ _____

UNIT OR LUMP SUM ITEM NO.	PRICE BID IN BOTH WORDS AND FIGURES	ESTIMATED QUANTITY	TOTAL IN FIGURES (UNIT PRICE TIMES ESTIMATED QUANTITY)
6B.	Cement Concrete Driveway Aprons, per square yard Dollars and _____ Cents (\$ _____)	100 S.Y.	\$ _____
6C.	Cast in Place, 2'x 4' Tactile Warning Panels, per each Dollars and _____ Cents (\$ _____)	40 EA.	\$ _____
7A.	Adjustment Sewer & Drain Castings, per each Dollars and _____ Cents (\$ _____)	180 EA.	\$ _____
7B.	Adjustment Water Gate Box Castings, per each Dollars and _____ Cents (\$ _____)	90 EA.	\$ _____
7C.	Rebuild Sewer & Drain Structures, per vertical foot Dollars and _____ Cents (\$ _____)	90 V.F.	\$ _____
7D.	Remodeled Sewer & Drain Structures, per each Dollars and _____ Cents (\$ _____) per cubic yard	10 EA.	\$ _____

8. Processed Gravel for Sub-Base, 2,400 C.Y. \$ _____

Dollars and _____
Cents (\$ _____)

UNIT OR LUMP SUM ITEM NO.	PRICE BID IN BOTH WORDS AND FIGURES	ESTIMATED QUANTITY	TOTAL IN FIGURES (UNIT PRICE TIMES ESTIMATED QUANTITY)
------------------------------	--	-----------------------	--

9A.	Earth Excavation, per cubic yard	1,186 C.Y.	\$ _____
-----	-------------------------------------	------------	----------

Dollars and _____
Cents (\$ _____)

9B.	Class A Rock Excavation, per cubic yard	2 C.Y. *	\$ _____
-----	--	----------	----------

Dollars and _____
Cents (\$ _____)

9C.	Trench Excavation, per cubic yard	380 C.Y.	\$ _____
-----	--------------------------------------	----------	----------

Dollars and _____
Cents (\$ _____)

10.	Loam & Seed Borders, per square yard	8,000 S.Y.	\$ _____
-----	---	------------	----------

Dollars and _____
Cents (\$ _____)

11.	Calcium Chloride – Dust Control per pound	8,000 LBS	\$ _____
-----	--	-----------	----------

Dollars and _____
Cents (\$ _____)

12.	Natick Police Details, per man-hour Fifty Dollars and Zero Cents (\$50.00)	4,300 MH*	<u>\$215,000.00</u>
-----	--	-----------	---------------------

13. Pavement Markings 12 inch (Paint) 1,500 L.F. \$ _____
Per linear foot

Dollars and _____
Cents (\$ _____)

14. Pavement Markings 4 inch (Paint) 400 L.F. \$ _____
Per Linear Foot

Dollars and _____
Cents (\$ _____)

15. Traffic Controls for Construction L.S. \$ _____
Lump Sum

Dollars and _____
Cents (\$ _____)

* Item Not Anticipated Or Quantity Assumed, Values Used For Comparison of Bids.

Bidder certifies as follows:

- A. Bidder is an established business with a minimum of five (5) years of experience in providing services related to the furnishing of roadway improvements (Bidder shall attach to the Bid Form a short statement of the status of the business, the year of incorporation/commencement, a list of any name changes, and a list of any lawsuits pending against Bidder.)
- B. Bidder holds all applicable State and Federal permits, licenses and approvals. (Bidder shall attach to the Bid Form copies of all applicable State and Federal permits, licenses, and approvals.)
- C. Bidder provides a Town approved Foreman, who shall be present at the work site at all times.
- D. Bidder provides supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract with the Town.
- E. Bidder holds all applicable documentation and Insurance in accordance with this IFB. (Bidder shall attach to the Bid Form copies of relevant insurance certificates hereto. Nothing in this provision, however, shall eliminate the requirement that the Bidder, if chosen as the Successful Bidder, shall submit to the Town an endorsement or a rider in compliance with Section 8 of the Contract.)
- F. Bidder shall attach to the Bid Form contact information for all clients over the last five (5) years as well as all current Contracts (contact person, address and telephone number). Bidder shall also provide a list of at least six (6) successfully completed jobs in such time, giving the name and address of these projects.
- G. Bidder has not defaulted on any Contract within the last five (5) years.
- H. Bidder maintains a permanent place of business. (Bidder shall attach to the Bid Form the address of his/her/its business.)
- I. Bidder has adequate personnel and equipment to perform the work expeditiously. (Bidder shall also attach to the Bid Form a statement of experience of his/her/its personnel and the proposed staffing plan it shall offer in reference to the work for which Bids are sought. Bidder shall attach to the Bid Form a description of his/her/its equipment and shall explain how such equipment satisfies the requirements stated herein.)

- J. Bidder has suitable financial status to meet obligations incident to the work. (Bidder shall attach to the Bid Form a financial statement that shows the Bidder's present financial status).
- K. Bidder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Bidder shall attach to the Bid Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)
- L. Bidder has not failed to perform satisfactorily on Contracts of a similar nature.
- M. Bidder possesses the skill, ability and integrity necessary for the faithful performance of the work.
- N. Bidder certifies that he/she/it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.
- O. Bidder certifies that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.
- P. Bidder certifies that his/her/its materials meet the specifications. (A manufacturer's certificate, certifying conformance to the above material specifications, shall be furnished to the Town by the Successful Bidder.)

The Bidder understands that, pursuant to M.G.L. c.30, §39M, the Town shall award, within thirty (30) days of the opening of sealed Bids, one (1) Contract, if at all, to the lowest responsible and eligible Bidder, based upon the lowest total cost to provide the required services in the Main Bid Work, who complies with the Bid Submission Requirements in Section 4 above. The award of any Contract pursuant to this IFB shall be subject to appropriation by Natick Town Meeting.

The Bidder agrees that, if he/she/it is the Successful Bidder, he/she/it will within ten (10) days after presentation thereof by the Awarding Authority, execute a Contract in accordance with the terms of this Bid and furnish a Performance Bond and a Labor and Materials Payment Bond, each with a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Awarding Authority in the amount of one hundred percent (100%) of the Contract price, the premiums for which are to be paid by the Successful Bidder and are included in the Contract price; provided, however, that if there is more than one (1) surety company, the surety companies shall be jointly and severally liable.

The undersigned certifies under the penalties of perjury that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

The Bidder agrees that all Bid specifications and Contract specifications are hereto made part of any Contract executed with the Town and are binding on the Successful Bidder.

Authorized Signature

Printed Name

Printed Title

Date

If a Corporation:
Full Legal Name

Officers of Corporation and Addresses

State of Incorporation _____

Principal Place of Business _____

Telephone Number. _____

Qualified in Massachusetts Yes _____ No _____

Principal Place of Business in Massachusetts

Telephone Number _____

Full Legal Name of Surety Company

Principal Place of Business of Surety Company

Telephone Number _____

Admitted in Massachusetts Yes _____ No _____

Place of Business in Massachusetts

Telephone Number _____

Appendix 2
CERTIFICATE OF NON-COLLUSION

The undersigned certifies, under penalties of perjury, that this Bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 3
CERTIFICATE OF TAX COMPLIANCE

Pursuant to Massachusetts General Laws (M.G.L.) c.62C, §49A, I certify under the penalties of perjury that the Bidder named below has complied with all laws of the Commonwealth of Massachusetts pertaining to the payment of taxes, to the reporting of employees and contractors, and to the withholding and remitting of child support.

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 4
CONFLICT OF INTEREST CERTIFICATION

The Bidder hereby certifies that:

1. The Bidder has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a Contract pursuant to this Invitation for Bids.
2. No consultant to, or subcontractor for, the Bidder has given, offered, or agreed to give any gift, contribution, or offer of employment to the Bidder, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a Contract by the Bidder.
3. No person, corporation, or other entity, other than a bona fide full time employee of the Bidder has been retained or hired to solicit for or in any way assist the Bidder in obtaining the Contract (pursuant to this IFB) upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Contract to the Bidder.
4. The Bidder understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Bidder with respect to the transaction outlined in the IFB.
5. The Bidder understands that the Bidder, his/her/its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 5
CERTIFICATE OF CORPORATE BIDDER

I, _____, certify that I am the Clerk of the Corporation named as Responder in the attached Response Form; that _____, who signed said Response on behalf of the Responder was then _____ of said Corporation and was duly authorized to sign said Response Form; and that I know his/her signature thereto is genuine.

(Corporate Seal)

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

This Certificate shall be completed where Bidder is a Corporation and shall be so completed by its Clerk. In the event that the Clerk is the person signing the Bidder on behalf of the Corporation, this Certificate shall be completed by another officer of the Corporation.

Appendix 6
CERTIFICATE OF COMPLIANCE WITH M.G.L. c.151B

The Bidder hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited basis outlined therein.

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 7

CERTIFICATE OF COMPLIANCE WITH APPLICABLE EEO/AA/SDO PROVISIONS

The Bidder hereby certifies that it shall comply with all applicable minority workforce percentage ratio and specific affirmative action steps contained in any EEO/AA provisions of this Contract, including, without limitation any imposed by the Massachusetts Supplier Diversity Office (SDO).

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 8
CERTIFICATE OF NON-DEBARMENT

The Bidder hereby certifies that it is presently not debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, and that, should any proceeding arise in which it is debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, the Bidder shall inform the Town of Natick within one (1) business day of such debarment, suspension, or prohibition from practice.

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 9
PREVAILING WAGE RATES
(SEE ATTACHED DOCUMENT.)

Appendix 10
FORM OF CONTRACT
(SEE ATTACHED DOCUMENT.)

717294v1

**Town of Natick
Natick, Massachusetts**

INVITATION FOR BIDS

FOR

SERVICES RELATED TO THE FURNISHING OF ROADWAY IMPROVEMENTS AT VARIOUS LOCATIONS - 2018

April 5, 2018

BIDS DUE:

April 26, 2018, 11:00 A.M. LOCAL TIME

Late Bids Will Be Rejected

DELIVER COMPLETED BIDS TO:

Town of Natick
c/o Bryan LeBlanc
Procurement Director
Department of Public Works
75 West Street
Natick, MA 01760
Phone: 508-647-6438

**TOWN OF NATICK
NATICK, MASSACHUSETTS 01760**

NOTICE TO BIDDERS

The Town of Natick, Natick Town Hall, 13 East Central Street, Natick, MA 01760 ("the Town"), acting through the Natick Board of Selectmen, invites the submission of sealed bids for **Services Related to The Furnishing of Roadway Improvements at Various Locations - 2018.**

Prospective Bidders shall be prequalified in accordance with 720 CMR 5.00, "Prequalification of Contractors". Bids received, which are not on the official or waiver contractor lists issued by the Commonwealth of Massachusetts Department of Transportation (MassDOT) Prequalification Office, will be considered not qualified. The Invitation for Bids ("IFB") may be obtained from the Town of Natick, Department of Public Works, 75 West Street, Natick, MA 01760, between 7:30 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 7:30 A.M. and 12:00 P.M. on Fridays, beginning at 7:30 A.M., on Thursday April 5, 2018. Sealed Bids will be received until **11:00A.M., local time, April 26, 2018**, at the Department of Public Works, 75 West Street, at which time and place all bids will be publicly opened and read. All Bids shall comply with the IFB issued by the Town of Natick, including, without limitation, Section 1, Instructions to Bidders, and Bid Submission Requirements. The Town reserves the right to waive any informality in or to reject any, any part of, or all Bids in the best interest of the Town. Any Bid submitted will be binding for thirty (30) days subsequent to the time of bid opening. This contract contains price adjustments for bituminous concrete mixtures, diesel fuel, and gasoline. The base price for liquid asphalt on this project is \$457.50 per ton. The base price for diesel fuel is \$2.404 per gallon and for gasoline is \$2.142 per gallon. (March 14, 2018)

Section 1. Instructions to Bidders and Bid Submission Requirements

In accordance with the provisions of Chapter 30, Section 39M of the Massachusetts General Laws (M.G.L. c. 30, §39M), the Town of Natick, Massachusetts, Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting through the Natick Board of Selectmen (hereinafter “the Town of Natick” or “the Town”), invites sealed Bids for the provision of services related to the furnishing of Roadway Improvements at Various Locations - 2018.

Prospective Bidders shall be prequalified in accordance with 720 CMR 5.00, “Prequalification of Contractors”. Bids received, which are not on the official or waiver contractor lists issued by the Commonwealth of Massachusetts Department of Transportation (MassDOT) Prequalification Office, will be considered not qualified.

Copies of this IFB may be obtained from the Department of Public Works, 75 West Street, Natick, MA 01760, between 7:30 A.M. and 4:00 P.M. local time, Monday through Thursday, and between 7:30 A.M. and 12:00 P.M. on Fridays, beginning at 7:30 A.M., on Thursday April 5, 2018.

No formal Pre-Bid Conference will be held.

Questions regarding this IFB shall be submitted in writing and shall be delivered to the Department of Public Works by the close of business 4:00 P.M. Thursday on April 19, 2018. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all registered Bidders.

Sealed Bids marked “Town of Natick: Sealed Bid for Services Related to the Furnishing of Roadway Improvements at Various Locations - 2018” shall be received by 11:00 A.M. local time, April 26, 2018, at this address:

Town of Natick
Department of Public Works
75 West Street
Natick, MA 01760.

Each Bidder’s name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock in the Administration Office at the Department of Public Works shall be considered official. No late Bids shall be accepted. No faxed Bids shall be accepted. Conditional Bids will not be accepted.

Each Bid shall be submitted in accordance with the Bid Submission Requirements in order to be considered for award. Any Bid submitted shall be binding for thirty (30) days subsequent to the time of the opening of Bids. Each Bidder’s name, address and contact phone number shall be clearly visible from the outside of each sealed envelope.

Each Bid shall be accompanied by a Bid Deposit in the form of a Bid bond, or cash, or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company, payable to the Town of Natick, MA. The amount of such Bid Deposit shall be five (5%) percent of the value of the Bid.

The Bid Deposits of the three (3) lowest responsible and eligible Bidders will be returned upon the execution and delivery of a Contract or, if no award is made, upon the expiration of the time prescribed herein for making an award; except that, if any Bidder fails to perform his/her/its agreement to execute a Contract and furnish a Performance Bond and a Labor and Materials Payment Bond if required, his/her/its Bid Deposit shall become and be the property of the Town, as liquidated damages; provided that the amount of the Bid Deposit which becomes the property of the Town will not, in any event, exceed the difference between his/her/its Bid price and the Bid price of the next lowest responsible and eligible Bidder; and provided further that, in case of death, disability, bona fide clerical or mechanical error of a substantial nature, or other similar unforeseen circumstances affecting a Bidder, his/her/its Bid Deposit will be returned to him/her/it. The Bid Deposits of Bidders other than the three (3) lowest responsible and eligible Bidders will be returned following award of the Contract by the Town.

The Town of Natick will not reimburse Bidders for any costs incurred in preparing Bids in response to this IFB.

Submission of a Bid shall be conclusive evidence that the Bidder has examined this IFB and is familiar with all the conditions of the Contract. Upon finding any omissions or discrepancy in this IFB, each Bidder shall notify the Town immediately so that any necessary addenda may be issued. Failure of a Bidder to investigate completely this IFB and/or to be thoroughly familiar with this IFB shall in no way relieve any such Bidder from any obligation with respect to the Bid.

By submission of a Bid, the Bidder agrees that if his/her/its Bid is accepted, then it shall enter into a Contract with the Town of Natick which incorporates all of the requirements of this IFB. By submission of a Bid, the Bidder further indicates acceptance of all terms and conditions of this IFB.

Changes, modifications or withdrawal of Bids shall be submitted in writing to the Department of Public Works prior to the deadline and shall be contained in a sealed envelope clearly marked, as appropriate, "CORRECTION, MODIFICATION OR WITHDRAWAL OF SEALED BID FOR SERVICES RELATED TO THE FURNISHING OF ROADWAY IMPROVEMENTS AT VARIOUS LOCATIONS - 2018". No corrections, modifications, or withdrawal of Bids shall be permitted after Bids have been opened.

M.G.L. c. 30, §39M, which is incorporated herein by reference, shall govern all procedures.

Prevailing wage rates as determined by the Commissioner of the Massachusetts Department of Labor and Workforce Development under the provisions of the Massachusetts General Laws, Chapter 149, Sections 26 to 27G, as amended, apply to this work. It is the responsibility of the Bidder, before Bid submission, to request, if necessary, any additional

information on Minimum Wage Rates for those trades' people who may be employed for the proposed work under any such Contract awarded.

For further information, please refer to the succeeding sections, with which each Bidder shall comply in submitting a Bid.

Section 2. Pre-Bid Conference/Questions

No formal Pre-Bid Conference will be held.

Questions, if any, concerning this IFB or its conditions shall be addressed to:

Bryan LeBlanc
Procurement Director
Department of Public Works
75 West Street
Natick, MA 02186.

Questions regarding this IFB shall be submitted in writing and shall be delivered by the close of business by 4:00P.M., local time, Thursday on April 19, 2018. Questions may also be submitted to the attention of Bryan LeBlanc at the following email address: bleblanc@natickma.org or at the following fax number: 508-647-6560. Questions presented after this time shall not be considered. No question shall be considered which is not submitted in writing. Any questions requiring consideration shall be answered in an addendum delivered to all Bidders.

Section 3. Background & Specifications

A. Locations of Road Improvements in the Work

The work included is for the following listed streets. The Town Engineer shall be contacted for specific work item locations. At the discretion of the Town of Natick, other streets and/or areas of work may be added to this list.

Centre Street

See attached plan entitled "Roadway Improvements at Various Locations -2018, Centre Street" Sheets 1-6.

Gibbs Street

See attached plan entitled "Roadway Improvements at Various Locations -2018, Gibbs Street." Sheet 7.

Manor Avenue

See attached plan entitled "Roadway Improvements at Various Locations -2018, Manor Avenue" Sheet 8 & 9.

Paul Street

See attached plan entitled "Roadway Improvements at Various Locations -2018, Paul Street" Sheet 10.

Walnut Park Road

See attached plan entitled "Roadway Improvements at Various Locations -2018, Walnut Park Road" Sheet 11.

Overbrook Terrace

See attached plan entitled "Roadway Improvements at Various Locations -2018, Overbrook Terrace" Sheet 12.

Whittier Road

See attached plan entitled "Roadway Improvements at Various Locations -2018, Whittier Road" Sheet 13 & 14.

Belmore Road

See attached plan entitled "Roadway Improvements at Various Locations -2018, Belmore Road." Sheet 15 & 16.

Edwards Road

See attached plan entitled "Roadway Improvements at Various Locations -2018, Edwards Road." Sheet 17 & 18.

Jameson Street

See attached plan entitled "Roadway Improvements at Various Locations -2018, Jameson Street" Sheet 19.

Oxbow Road

See attached plan entitled "Roadway Improvements at Various Locations -2018, Oxbow Road" Sheet 20 & 21.

Walnut Avenue

See attached plan entitled "Roadway Improvements at Various Locations -2018, Walnut Avenue" Sheet 22.

Oxford Street

See attached plan entitled "Roadway Improvements at Various Locations -2018, Oxford Street" Sheet 23 - 25.

Byron Road

See attached plan entitled "Roadway Improvements at Various Locations -2018, Byron Road" Sheet 26 & 27.

Lodge Road

See attached plan entitled "Roadway Improvements at Various Locations -2018, Lodge Road" Sheet 28.

Meadow Street

See attached plan entitled "Roadway Improvements at Various Locations -2018, Meadow Street" Sheet 29 & 30.

Meadow Street

See attached plan entitled "Roadway Improvements at Various Locations -2018, Meadow Street" Sheet 29 & 30.

Jackson Court

See attached plan entitled "Roadway Improvements at Various Locations -2018, Jackson Court" Sheet 31.

Neil Circle

See attached plan entitled "Roadway Improvements at Various Locations -2018, Neil Circle" Sheet 32.

Fieldstone Lane

See attached plan entitled "Roadway Improvements at Various Locations -2018, Fieldstone Lane" Sheet 33 - 35.

Mohegan Trail

See attached plan entitled "Roadway Improvements at Various Locations -2018, Mohegan Trail" Sheet 36 – 37.

B. Performance Standards Applicable to the Work

All materials and methods of construction shall conform to the requirements of the latest edition of "Commonwealth of Massachusetts, Highway Department Standard Specifications for Highways and Bridges", (hereinafter referred to as "M.H.D. Specifications") and these specifications.

Where there is a conflict between these technical specifications and the M.H.D. Specifications, the M.H.D. Specifications shall prevail.

THE BELOW BID ITEM DESCRIPTION REFERS TO EACH ITEM LISTED IN THE BID FORM ATTACHED HERETO IN APPENDIX 1.

Item No. 1A through Item No. 1E

The work under these items shall conform to the relevant provisions of Section 460 and Section 701 of the Commonwealth of Massachusetts, Department of Public Works, and Standard Specifications for Highways and Bridges.

The unit price for items 1A through 1E shall constitute full compensation for all materials, labor, and equipment required to place pavements, as specified, or as directed by the Natick Town Engineer ("the Town Engineer"). The unit price for item 1B and 1C shall also include the application of a tack coat, as specified, or as directed by the Town Engineer. The unit price for item 1D shall include all costs for cleaning the existing bituminous concrete surfaces and for adjusting existing water service boxes to the final grade for new sidewalks and driveway aprons, and those that are receiving overlays. The unit price for item 1E shall include only full compensation for the placement of a single compacted layer of 2.5 inches of bituminous pavement. All costs associated with the excavation of the trench shall be paid under Bid Item 9C.

Item No. 2

The work under this item shall conform to the relevant provisions of Section 403 of the Commonwealth of Massachusetts, Department of Public Works, and Standard Specifications for Highways and Bridges.

The CONTRACTOR shall furnish all labor, materials, and equipment necessary for the preparation of a stabilized base course. The work shall consist of scarifying and pulverizing the in-place asphalt pavement and underlying material to a depth of 12 inches, mixing and/or blending the material and spreading and compacting the resultant mixture to the lines and grades established by the Engineer. Included in the unit bid price shall be all costs associated with the delivery of all excess pulverized materials to the Town of Natick gravel pit at 17 Oak Street.

Item No. 3

The work under this item shall conform to the specifications entitled, "Stone Seal (Treated) Specifications".

The Successful Bidder shall furnish all labor, materials, and equipment necessary to for the placement of liquid asphalt and stone on properly prepared streets as specified or directed by the Town Engineer.

Item No. 4A through Item No. 4C

The work under these items shall conform to the relevant provisions of Section 500, and Section 580 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges.

The unit price for items 4A and 4B shall constitute full compensation for all materials, labor, and equipment required to place Type VA4 Straight, and Type VA4 Curved granite curbing respectively, as specified or as directed by the Town Engineer. The length and radius of all curved granite curbing to be installed shall be as indicated on the attached plans. The unit price for item 4C shall constitute full compensation for all labor, materials, and equipment to remove and reset existing granite curbing to new lines and grades as directed by the Town Engineer.

Item No. 5

The work under this item shall conform to the relevant provisions of Section 500 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges.

The unit price for this item shall constitute full compensation for all materials, labor, and equipment required to place a modified bituminous concrete Cape Cod berm, and Type-2 bituminous concrete berm as shown on the plans. The modified Cape Cod berm shall be as shown on the attached detail sheet named "Modified Cape Cod Berm".

Item No. 6A through Item No. 6C

The work under these items shall conform to the relevant provisions of Section 701 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges.

The unit price for these items shall constitute full compensation for all materials, labor, and equipment necessary to place cement concrete sidewalks; cement concrete wheelchair ramps; cement concrete driveway aprons; and cast in-place tactile warning panels, as specified or as directed by the Town Engineer. Also, the unit price for these items shall include all costs for adjusting existing water service boxes to the final grade for new sidewalks and driveway aprons.

Cement concrete wheelchair ramps shall be constructed at locations as directed by the Town Engineer, and shall conform to the current requirements of Section 4.29.2 of the American with Disabilities Act Standards for Accessible Design. All costs associated with the construction of all wheelchair ramps shall be included the unit price for Item 6A.

Item 6C shall constitute full compensation for all material, labor, and equipment necessary to cast in-place composite tactile warning panels in locations as directed by the Town Engineer. The tactile warning panels shall be 2 feet by 4 feet in size. The panels shall be the cast-in-place composite panel system as manufactured by ADA Solutions, Inc., or an approved equal. The panels shall be Federal Color No. 20109 (Brick Red). The panels shall be installed in accordance with the manufacture's recommendations.

Item No. 7A through Item No. 7D

The work under these items shall conform to the relevant provisions of Section 220 of the Commonwealth of Massachusetts, Department of Public Works, and Standard Specifications for Highways and Bridges. The Successful Bidder shall be responsible to coordinate the adjustment of electrical and gas company castings with the appropriate utility company. No additional compensation will be made for the adjustment of electrical and gas company castings.

Item No. 8

The work under this item shall conform to the relevant provisions of Section 402 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges. Processed gravel for sub-base will be paid for at specified contract unit price, and shall include all labor, materials, equipment, and incidental work required to place, fine grade, and compact the gravel to the lines and grades established by the Town Engineer.

Item No. 9A through No. 9C

The work under these items shall conform to the relevant provisions of Section 120 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges.

The work under these items shall include all labor, materials, equipment, and incidental costs required for the excavation, disposal or compaction of all materials not being removed under other items of any contract awarded pursuant to this IFB. The unit price of item 9C shall include all labor, materials, equipment, and incidental costs required for cutting, excavating, and disposal of all existing pavement material, as directed by the Town Engineer, in preparation in the placement of trench patch materials.

Item No. 10

The Successful Bidder will be paid any specified contract unit price for all loam borders, complete in-place, as specified or as directed by the Town Engineer. This work shall conform to the specifications entitled "Loam & Seed Borders".

Item No. 11

The work under this item shall conform to the relevant provisions of Section 440 of the Commonwealth of Massachusetts, Department of Public Works, and Standard Specifications for Highways and Bridges. The unit price for this item shall constitute full compensation for all materials, labor, and equipment required to furnish and place calcium chloride for roadway dust control as specified or as directed by the Town Engineer.

Item No. 12

The price for Police Details established for this bid item is an estimated hourly figures times a fixed hourly cost to facilitate comparison of bids. The Contractor shall be reimbursed for the actual cost of services of uniformed officers rendered in connection with traffic control, when traffic control services are mandated by the Town of Natick. The work of this section shall be measured per hour of police officer detail work. Costs associated with overtime pay for police details when used for the Contractor's convenience or due to Contractor negligence shall be paid by the Contractor with no reimbursement from the Town. The Contractor **shall not** reimburse any town or police department for administration, processing or similar fees invoiced to the Contractor. Any fees as previously described paid by the Contractor will not be reimbursed by the Town of Natick. All reimbursement shall be made through payment requests and shall be accompanied by proof of payment by the Contractor.

There shall be no additional cost to the Town if the Contractor works more than 8 hours per day. The Contractor will only be reimbursed for Police Details up to 8 hours per day, per detail officer. It is the Contractor's responsibility to ensure all work requiring police details is complete within the 8 hour police detail shift. The Contractor will not be reimbursed for overtime charged by the police details unless approved by the Town.

Item No. 13 and 14

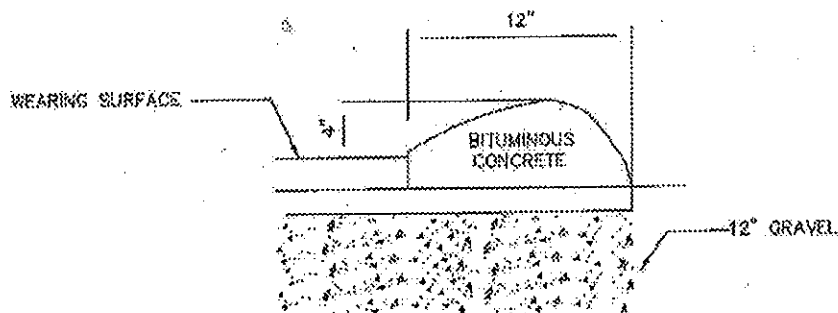
The work for this item shall conform to the relevant provisions of Section 860 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges, and the following: The white 12" wide crosswalk and stop lines shall be installed in the location shown on the plans. The stop line shall be parallel to the crosswalk line.

All edge lines and centerline makings shall be 4" wide (minimum).

The unit price for this item shall constitute full compensation for all materials, labor and equipment required to furnish and place roadway traffic markings as specified .

Item 15

The work for this item shall conform to the relevant provisions of Section 850 of the Commonwealth of Massachusetts, Department of Public Works, Standard Specifications for Highways and Bridges, NCHRP 350 and the MUTCD (most current edition) for streets and highways, Traffic Controls for Construction



MODIFIED CAPE COD BERM DETAIL

(NO SCALE)

TOWN OF NATICK, MASSACHUSETTS

DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION

75 WEST STREET NATICK, MA 01760

Detail Number:

R-1.3

Detail Name:

Bituminous Berm

Date Last Revised:

02/01/2011

Stone Seal (Treated) Specifications

SCOPE OF WORK

Work under this contract shall consist of the Contractor furnishing and applying liquid asphalt and treated stone on properly prepared bituminous streets in the town of Natick in accordance with the detailed requirements set forth below. Bid quantities are approximate only; payment shall be for actual quantities applied to streets. Streets to be stone sealed shall be as listed in the contract documents or as selected by the Town Engineer.

DETAILED REQUIREMENTS

Materials

a. Liquid Asphalt

Liquid asphalt grades shall be: CRS-2 (3% Latex), CMS-2 (3% Latex), RS-2 (3% Latex), HFMS (3% Latex) or MC-3000 conforming to AASHTO specifications M208, M140 or M82.

b. Latex Additive

The latex additive shall be Ultrapave 70 (Anionic) or Ultrapave 1156 (Cationic) or equivalent conforming to the following specifications. It is required that the latex be co-milled at the bulk emulsion facility, to ensure complete and balanced blending. The emulsion manufacturing plant must be open to inspection by the awarding authority.

	Anionic	Cationic
Monomer Ratio (Butadiene/Styrene)	(76 +/- 2/ 24 +/- 2)	(76 +/- 2/ 24 +/- 2)
Solids, min %	67	59
Solids, min lbs/gal	5.2	4.8
Coagulum	0.1%	0.1%
pH of Latex	9.5-10.5	4.0-5.5
Brookfield Visc. (Model RVT, #3 Spindle @ 20 RPM)	800-2000	5000 max
Mechanical Stability	Excellent	Excellent

c. Treated Stone

Stone shall be crushed quarry stone, free from dust, soft stone or other contaminants, with a minimum of 70% of the stones having a fractured face. All stone shall satisfy a 35% maximum for the L.A. Abrasion Test and a 35% maximum for the Flakiness Index Test. Stone shall be treated prior to application with Liquid Asphalt Material at the rate of 0.2% to 0.5% residual asphalt to ensure uniform treatment of all stones. Proper pre-treatment shall be obtained by a twin shafted Pugmill with a Digital Readout Belt Scale.

Required Stone Gradation

9.5 mm (3/8" Stone)	
Sieve Size	% Passing
12.5 mm (1/2")	100
9.5 mm (3/8")	85-100
6.3 mm (1/4")	10-60
4.75 mm (#4)	0-25
2.36 mm (#8)	0-5

Maximum passing 0.075 mm (#200) sieve shall not exceed 2.0%, wet washed, for all sized aggregates used in surface treatments.

Material Quantities

The quantity of asphalt material to be used shall be in the range of 1.6 to 2.3 liters per square meter (0.35 to 0.50 gallons per square yard), or the quantity of MC-3000 to be used shall be in the range of 1.1 to 1.6 liters per square meter (0.25 to 0.35 gallons per square yard). Cover aggregate shall be spread in the range of 11 to 16 kilograms per square meter (20 to 30 pounds per square yard). The Contractor will use lab tests to design specific material quantities to meet existing field conditions. Variations in material quantities will be made without adjustment to contract unit price. The Contractor must maintain a laboratory open to the inspection of the awarding agency.

Equipment

The equipment used by the Contractor shall include, but not be limited to, one or more of the following:

a. Asphalt Distributor

The asphalt distributor shall contain suitable mechanical circulating and heating mechanisms to provide a uniform approved temperature of the entire mass of material. The distributor shall be equipped with a radar type sensor used to measure ground speed and feed a Digital Volumetric Accumulator capable of measuring liters applied and distance traveled. It shall be capable of applying asphalt material in accurately measured quantities at any rate between 0.5 to 9.1 liters per square meter (0.1 to 2.0 gallons per square yard), of roadway surface, at any length of spray bar up to 4.9 meters (16 feet). The distributor shall be capable of maintaining a uniform rate of distribution of asphalt material regardless of change in grade, width or direction of the road. It shall be equipped with an electronic control for setting asphalt pump discharge rate and on/off switching of spray for nozzles in .3 meter (one foot) increments which shall be located in the truck cab. The spray nozzles and pressure system shall provide a sufficient and uniform fan-shaped spray of asphalt material throughout the entire length of the spray bar at all times while operating. The spray shall completely cover the roadway surface receiving the treatment.

b. Asphalt Spreader

The aggregate spreader shall be hydrostatically driven and self-propelled. It may be equipped with a hydraulically controlled variable adjustable head that is capable of spreading stone in widths from 1.4 to 4.5 meters (4.5 to 18 feet). The spreader shall be mounted on pneumatic tires and shall apply the treated stone on the road surface in a manner that ensures that the tires do not contact the road surface until after the stone has been applied. The unit shall be equipped with an electronic radar type sensor used to measure ground speed and will automatically adjust the stone application rate depending on width of application and the speed of chip spreader. It shall have the ability to apply stone on any grade from 0-6%. The spreader shall be equipped with an integral hopper with a minimum capacity of 4.5 metric tons (5 tons) of treated stone which shall be filled by trucks in a manner which ensures that the truck tires never come in contact with asphalt-treated road surfaces until the stone has been properly applied. To maintain constant stone application, a self locking truck hitch will permit towing of aggregate trucks without stopping the chip spreader. It will be capable of maintaining positive engagement over irregular terrain.

c. Rollers

At least one rubber tired and one steel wheeled roller shall be used on each treated surface immediately after the stone has been applied. Each roller shall have a compacting width of not less than 1.5 meters (5 feet). Each roller shall have a gross weight of not less than 7.2 metric tons (8 tons), and contact pressure adjustable from 1,400 to 2,000 kPa (200 to 300 psi).

d. Trucks

Rear discharge conveyor-fed trucks in sufficient number and size may be used to deliver treated stone to the spreader.

Construction Methods

a. Streets to be Treated

Work under this contract shall consist of the Contractor furnishing and applying liquid asphalt and treated stone on properly prepared bituminous streets in the town of Natick in accordance with the contract specifications. Bid quantities are approximate only; payment shall be for actual quantities applied to streets. Streets to be stone sealed shall be as listed in the contract documents or as selected by the Town Engineer.

b. Surface Preparation

Surface preparation, which may include pothole patching, truing and leveling, adjusting of street irons (Valve covers, manhole covers, drop inlet gratings, etc) will be the responsibility of the contractor with payment made under separate bid items.

Immediately prior to the application of asphalt materials, Highway Department personnel shall remove small branches and other debris, and use a mechanical street sweeper to clean any loose material from the pavement surface.

The Contractor shall protect manhole covers, drop inlets, catch basins, curbs and any other structures within the shoulder areas against the application of the surface treatment materials.

c. Weather Limitations

Work will not be done unless the road surface is dry. No work shall be done during rain or foggy periods. No work shall be done if the ambient temperature is below 10° C (50° F).

d. Spreading Asphalt and Treated Stones

Prior to application of asphalt material on any street, sufficient quantities of materials to cover the entire street at the specified rates shall be on the site and ready for application. The awarding authority shall be responsible for providing the Contractor with an aggregate storage area near the job site. The asphalt material shall not be applied more than 90 meters (300 feet) in advance of the self propelled aggregate spreader. AT NO TIME SHALL ANY ASPHALT MATERIAL BE ON ANY ROAD SURFACE FOR MORE THAN FIFTEEN MINUTES BEFORE IT IS COVERED WITH TREATED STONE.

e. Rolling

Initial rolling shall be done immediately following the application of treated stone. Rollers shall be operated at a speed that will not displace aggregate.

f. Traffic Control

Traffic control is the sole responsibility of the awarding authority. Unless otherwise specified, the roadway shall be kept open to traffic at all times, with traffic discontinued on the lane being surface treated. Controlled traffic may be permitted as soon as the final layer is applied and rolled. A recommended maximum speed of 30 km/h (20 mph) should be maintained for a period of two (2) hours.

g. Surplus Aggregate

Surplus aggregate shall be swept off of the road surfaces by the Highway Department, and shall be the property of the awarding authority. Sweeping will be done after stone seal has properly cured, and care will be taken not to dislodge imbedded aggregate or damage the surface.

Loam and Seed Borders

SCOPE OF WORK

Loam Borders shall be built or rebuilt between the inside edge of the curbing and the edge of the sidewalk in locations designated by the Engineer. The depth of the loam shall be six inches measured in its finished state. The finished grade of the loam border shall be such that the edges of the loam border and the sidewalk shall meet flush and at the same grade. The same shall apply on the inside edge of the curb. Lawns adjacent to the walk being built that do not meet the proposed line or grade shall be regraded to meet the proposed line and grade.

MATERIALS

Loam shall be clear, rich, dark colored loam, friable, reasonably well supplied with plant food, free from excess swamp much, peat, clay, silt, stones, sods, roots, gravel, sand, subsoil or other foreign material. All loam furnished for this work shall be approved by the Engineer.

Limestone shall be ground limestone that will pass a number 20 sieve and at least 75% will pass a number 100 sieve. Ground limestone shall have a neutralizing value satisfactory to the Engineer.

Fertilizer shall be furnished in containers plainly marked with the chemical analysis of the product and it shall have one of the following compositions by weight:

	10-6-4	8-6-4	7-7-7
Nitrogen	10% min	8% min	7% min
Avail. Potash Acid	6% min	6% min	7% min
Water Soluble Potash	4% min	4% min	7% min

At least 50% by weight of the nitrogen content of the fertilizer shall be derived from organic material.

Grass seed shall be of the previous year's crop and in no case shall the weed seed content exceed one percent by weight. Grass seed shall conform to the requirements of the following table:

	Proportion	Germination Min.	Purity Minimum
Creeping Red Fescue	50%	85%	95%
Kentucky Blue	25%	85%	90%
Domestic Rye	10%	90%	98%
Red Top	10%	85%	92%
Ladino Clover	5%	85%	96%

The several varieties of seed shall be furnished and delivered separately, and mixed after delivery as directed by the Engineer.

The responsibility for satisfactory results shall rest entirely with the Contractor regardless of any tentative approval given by the Engineer.

METHOD OF CONSTRUCTION

The loam borders shall be excavated to subgrade six inches below and parallel to the finished grade. Loam shall then be spread on the subgrade in sufficient quantities to produce without rolling and after material settlement has taken place a depth of four inches. On this layer of loam, ground limestone shall be spread at the rate of one half pound per square yard and thoroughly incorporated into the loam for the total depth by harrowing or spading and raking. The surface shall be brought smoothly to a grade parallel to the finished grade.

The second layer of loam shall then be spread in sufficient quantities to produce after final rolling the required finished depth. At least five days shall elapse after the application of the ground limestone and then fertilizer shall be spread on the top layer of loam at the rate of two tenths of a pound per square yard. The full depth of the loam shall then be spades, harrowed and graded to the finished grade.

After the grass plots have been prepared as described above, grass seed shall be carefully and appropriately sown at the rate of three and six tenths pounds to each one hundred square yards. The surface shall then be raked until the grass seed is thoroughly covered with a thin layer of loam. Finally the surface shall be rolled with a hand roller weighing not more than one hundred pounds per foot of width.

The Contractor shall insure a good catch of grass. He or she shall reloom, regrade, and reseed any area which in its opinion of the Engineer requires such.

METHOD OF MEASUREMENT

Measurements taken for payment shall be by the square yard of the finished work, complete in place.

BASIS OF PAYMENT

The Contractor will be paid the contract unit price per square yard for all loam borders, complete in place, which unit price shall include full compensation for all labor, materials, tools and equipment and all incidentals necessary to complete the work under this item, as directed by the Engineer and as specified herein.

C. Notice to Owners of Utilities

Written notice shall be given by the Successful Bidder to all public service corporations or municipal and State officials owning or having charge of publicly or privately owned utilities of his/her/its intention to commence operations affecting such utilities at least one week in advance of the commencement of such operations. The Successful Bidder shall, at the same time, file a copy of such notice with the Town Engineer.

The following are the names of owners and representatives of the principal utilities affected; however, the Town of Natick does not guarantee completeness of this list:

TOWN OF NATICK, DEPARTMENT OF PUBLIC WORKS, 508-647-6551
William McDowell, Town Engineer

Natick Police Department 508-647-9550
Natick Fire Department 508-647-9550

Eversource Gas
Chris Howard
157 Cordaville Road
Southborough, MA 01772
508-305-6822

Eversource Electric
Christine Cosby
157 Cordaville Road
Southborough, MA 01772
508-305-6989

Verizon
385 Myles Standish Blvd.
Taunton, MA 02780
Karen Nunes, 508-828-6437

COMCAST
330 Billerica Road
Chelmsford, MA 01824
Pam Letizi, 603-695-1412

The Successful Bidder shall make his/her/its own investigation to assure that no damage to existing structures, drainage lines, traffic signal conduits, and other utilities will occur as result of his/her/its operations.

The Successful Bidder shall notify "MASS DIG SAFE" and procure a DIG SAFE NUMBER of each location prior to disturbing ground in any way.

"DIG SAFE" CALL CENTER - TELEPHONE NUMBER 1-888-344-7233

D. Protection of Utilities and Property

The Successful Bidder, in constructing or installing facilities alongside or near storm drains, gas pipes, electric or telephone conduits, poles, sidewalks, walls, vaults or other structures, shall, at his/her/its expense, sustain them securely in place, cooperating with the officers and agents of the various utility companies and municipal departments which control them, so that the services of these structures shall be maintained. The Successful Bidder shall also be responsible for the repair or replacement, at his own expense, of any damage to such structures caused by his/her/its acts or elect, and shall leave them in the same condition as they existed prior to commencement of the work. In case of damage to utilities, the Successful Bidder shall promptly notify the utility owner and shall, if requested by the Town Engineer, furnish labor and equipment to work temporarily under the owner's direction in providing access to the utility. Pipes or other structures damaged by the operation of the Successful Bidder may be repaired by the Town or by the utility owner who suffers the loss. The cost of such repair shall be borne by the Successful Bidder, without compensation therefor.

If, as the work progresses, it is found that any of the utility structures are so placed as to render it impracticable, in the judgment of Town, to do the work called for under any contract awarded pursuant to this IFB, the Successful Bidder shall protect and maintain the services such utilities and structures and the Town will, as soon thereafter as reasonable, cause the position of the utilities to be changed or take such other actions deemed suitable and proper. If live service connections are to be interrupted by excavations of any kind, the Successful Bidder shall not break the service until new services are provided. Abandoned services shall be plugged off or otherwise made secure.

E. Provisions for Travel and Prosecution of the Work

The work shall be accomplished in a manner, which safely maintains traffic on all project roadways.

The Successful Bidder shall perform the work in cooperation with the various agencies in a manner which causes the least interference with the operations of the aforementioned agencies and shall have no claim for delay which may be due, or result, from said work of these agents.

F. Public Safety and Convenience

The Successful Bidder shall be required, without additional compensation, to provide safe and convenient address to all abutters during the prosecution of the work. Necessary access for fire apparatus and other emergency vehicles shall be maintained at all times.

Sweeping and cleaning of surfaces beyond the limits of the project to clean up material caused by spillage or vehicular tracking during the various phases of the work shall be considered as incidental to the work being performed under any contract awarded pursuant to this IFB. There will be no additional compensation provided for cleaning such spillage/tracking.

G. Protection and Restoration of Properties

In areas where mature trees abut or are close to existing pavements to be excavated, or reclaimed, or trenches to be excavated for utilities, the Successful Bidder shall notify the Town of Natick Tree Warden ("the Tree Warden") prior to commencing work. The Town Engineer will arrange for the Tree Warden to inspect the trees and determine the proper methods of protection. Excavations near trees to be maintained shall be carefully done to expose the tree roots with a minimum of damage. The Successful Bidder shall prune and paint the exposed roots under the direction of the Tree Warden. If any excavation or other work is performed by the Successful Bidder prior to the Tree Warden's inspection which, in the Tree Warden's judgment, damages the tree roots, trunk or branches to the extent that the tree cannot be expected to survive, then the Successful Bidder shall remove the tree and replace it with a new tree of specie and size as directed by the Tree Warden at no additional cost to the Town.

H. Property Bounds

The Successful Bidder shall exercise due care when working around all property bounds, which are to remain. Should any damage to a bound result from the actions of the Successful Bidder, the bound shall be replaced and/or realigned by a registered land surveyor employed by the Successful Bidder, as directed by the Town, at no cost to the Town.

I. Traffic Control

A minimum of two travel lanes shall be provided during non-working hours. Traffic may be reduced to one lane for short periods of time during working hours with the approval of the Department of Public Works and the Police Department and with adequate police direction.

The work under any contract awarded pursuant to this IFB shall be performed on heavily traveled roadways. The Successful Bidder shall furnish, install, maintain and move all warning devices, barricades, signs, bridging materials, special apparatus, and other safety measures deemed necessary by the Department of Public Works and or Police Department for the protection of motorists, pedestrians, and the Successful Bidder's own personnel. All costs in connection with these measures shall be included in various payment items of any contract awarded pursuant to this IFB, and no additional compensation will be made as a result of such costs.

Particular care shall be taken to establish and maintain methods and procedures, which will not create unnecessary or unusual hazards to public safety. Traffic control and safety devices required only for working hour operations shall be removed at the end of each working day.

Signs having messages that are irrelevant to normal traffic conditions shall be removed or properly covered at the end of each work period. Signs shall be kept clean at all times and legends shall be distinctive and unmarred.

The Successful Bidder shall complete the binder course of each pavement repair on the same workday on which the repair was begun unless otherwise approved by the Town Engineer. No separate payment will be made for temporary backfilling and re excavation, but all costs in connection therewith shall be included in the unit prices bid for the respective patching items.

If, as a result of deterioration of pavement repairs, the roadways becomes hazardous, in the judgment of the Town, to vehicular or pedestrian travel, the Successful Bidder shall be notified and shall immediately reconstruct or repair the work to eliminate the hazard. If the Successful Bidder's forces are not available, the Town will perform the necessary work, and the Successful Bidder shall reimburse the Town for all cost in connection therewith.

J. Work Done by Others

Relocation and/or resetting to new grades of all private utilities, including utility poles, made necessary by the construction of this project, will be accomplished by the respective utility companies. The Successful Bidder shall be responsible for coordinating all utilities adjustments with each of the private utility companies and fully responsible for payment of all permit fees and construction costs associated with this work as required by the respective utility company.

K. Disposal of Surplus Excavated Materials

All existing and other materials not required or needed for use on the project, and not required to be removed and stacked, shall become the property of the Successful Bidder and shall be removed from the site and legally disposed of. Separate payment will not be made for this work; all cost in connection therewith shall be included in the prices bid for the appropriate contract bid item.

L. Safety and Health Regulations

This project is subject to the Safety and Health Regulations of the U.S. Department of Labor set forth in 29 CFR, Part 1926, and the Massachusetts Department of Labor and Industries, Division of Industrial Safety "Rules and Regulations for the Prevention of Accidents in Construction Operations (Industrial Bulletin No. 12)."

Employees performing under any contract awarded pursuant to this IFB shall have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration (OSHA) that is at least ten (10) hours in duration, at the time the employee begins work. The Successful Bidder shall furnish documentation of successful completion of said course with the first certified payroll report for

each employee; and the Successful Bidder shall comply fully with all laws and regulations applicable to awards made subject to Section 39S of Massachusetts General Law.

Quantities estimated and listed in the bid forms for the above referenced items were generated for comparison bids only and are not guaranteed by the Town. All work done and all materials supplied under this CONTRACT shall be in conformance with the Massachusetts Highway Department Standard Specifications for Highways and Bridges, dated 1988; the Supplemental Specifications, dated December 11, 2002; Standard Special Provisions dated April 21, 2005; the 1977 Construction Standards; the April 2003 Metric/English Supplemental Drawings; the 2003 Manual on Uniform Traffic Control Devices for Streets and Highways; the 1996 Construction and Traffic Standards Details; the 1968 Standard drawings for Traffic Signals and Highway Lighting, all as amended, and the specifications contained on the following pages.

M. Successful Bidder's Personnel

The Successful Bidder's personnel shall be adequately trained by the Successful Bidder, shall be experienced in the provision of services specified in this IFB, and shall be of good moral character. All of the Successful Bidder's employees assigned to the sites shall pass pre-employment criminal background screening.

The Successful Bidder shall provide the Town with the following information:

1. Name, business address, telephone and cell phone numbers of the president and foreman.
2. Name, address, and telephone number of all employees assigned to the sites. The Successful Bidder will update this list whenever there is a change in personnel.

The Successful Bidder shall provide services as an independent contractor with the Town of Natick and the Successful Bidder and his/her/its employees shall not be entitled to receive any benefits of employment with the Town of Natick, including without limitation salary, overtime, vacation pay, holiday pay, health insurance, life insurance, pension or deferred compensation.

N. Environmental Conditions

Fresh concrete shall be adequately protected from freezing, rapid hydration, heavy rains, flowing water, mechanical injury and/or vandalism. In the event of sudden rains, the Town Engineer may permit the placement of concrete already on-site or in transit, provided that the Successful Bidder has already on hand sufficient materials to properly tent or otherwise protect the work. The subgrade shall be properly protected and concrete shall not be placed in pools of water or upon frozen surfaces. Such permission, as noted above, shall in no way relax the requirements for quality and appearance of the work. Delivery of concrete to the site shall be timed to allow for finishing all work during daylight hours.

O. Traffic Police

Under the unit price for this bid item, the Successful Bidder shall make the necessary arrangements with the Police Department to furnish uniformed police officers for the purposes of controlling and regulating traffic in the vicinity of the project. The Successful Bidder shall sign all Police detail slips. The Successful Bidder shall pay the Police Department directly prior to being reimbursed by the Town.

P. Monthly Price Adjustments

Any contract awarded pursuant to this IFB shall contain a price adjustment for bituminous concrete mixtures. The base price for liquid asphalt for this work is \$ 457.50 per ton

Any contract awarded pursuant to this IFB shall contain price adjustments for diesel fuel and gasoline. The base price for diesel fuel is \$2.404 per gallon and for gasoline is \$2.142 per gallon.
(per MassDOT 3/14/2018)

MONTHLY PRICE ADJUSTMENTS FOR HOT MIX ASPHALT MIXTURES

This provision applies to all projects using greater than one hundred (100) tons of hot mix asphalt (HMA) mixtures containing liquid asphalt cement as stipulated in the Form of General Bid Items section of the bid documents.

The Price Adjustment will be based on the variance in price for the liquid asphalt component only from the Base Price to the Period Price. It shall not include transportation or other charges. This Price Adjustment will occur on a monthly basis.

The Base Price of liquid asphalt on a project as listed in the Notice to Contractors section of the bid documents is a fixed price determined at the time of bid by the Department by using the same method as for the determination of the Period Price detailed below.

Period Price

Please note that, starting December 15, 2008, two sets of period prices will be posted each month on the Mass Highway website at <http://www.mhd.state.ma.us/>. They will be labeled "New Asphalt Period Price Method" and "Old Asphalt Period Price Method".

New Asphalt Period Price Method

The "New Asphalt Period Price Method" is for contracts bid after December 15, 2008 and will show the Period Price of liquid asphalt for each monthly period as determined by Mass Highway using the average selling price per standard ton of PG64-28 paving grade (primary binder classification) asphalt, FOB manufacturer's terminal, as listed under the "East Coast Market - New England, Boston, Massachusetts area" section of the Poten & Partners, Inc. "Asphalt Weekly Monitor". This average selling price is listed in the issue having a publication date of the second Friday of the month and will be posted as the Period Price for that month. Mass Highway will post this Period Price on this website within two (2) business days following

their receipt of the relevant issue of the "Asphalt Weekly Monitor". Poten and Partners has granted Mass Highway the right to publish this specific asphalt price information sourced from the Asphalt Weekly Monitor.

New and Old Asphalt Period Price Methods

The paragraphs below apply to both the New and the Old Asphalt Period Price Methods.

The Contract Price of the hot mix asphalt mixture will be paid under the respective item in any contract awarded pursuant to this IFB. The price adjustment, as herein provided, upwards or downwards, will be made after the work has been performed, using the monthly period price for the month during which the work was performed.

The Price Adjustment applies only to the actual virgin liquid asphalt content in the mixture placed on the job in accordance with the Standard Specifications for Highways and Bridges, Division III, Section M3.11.03.

The Price Adjustment will be a separate payment item. It will be determined by multiplying the number of tons of hot mix asphalt mixtures placed during each monthly period times the liquid asphalt content percentage times the variance in price between Base Price and Period Price of liquid asphalt.

This Price Adjustment will be paid only if the variance from the Base Price is five percent (5%) or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments.

No Price Adjustment will be allowed beyond the Completion Date of this Contract, unless there is an approved extension of time.

MONTHLY PRICE ADJUSTMENTS FOR DIESEL FUEL AND GASOLINE

This monthly fuel price adjustment is inserted in this contract because the national and worldwide energy situation has made the future cost of fuel unpredictable. This adjustment will provide for either additional compensation to the SUCCESSFUL BIDDER or repayment to the Town, depending on an increase or decrease in the average price of diesel fuel or gasoline.

This adjustment will be based on fuel usage factors for various items of work developed by the Highway Research Board in Circular 158, dated July 1974. These factors will be multiplied by the quantities of work done in each item during each monthly period and further multiplied by the variance in price from the Base Price to the Period Price.

The Base Price of Diesel Fuel and Gasoline will be the price as indicated in the Department's web site (www.mhd.state.ma.us) for the month in which the contract was bid, which includes State Tax.

The Period Price will be the average of prices charged to the State, including State Tax for the bulk purchases made during each month.

This adjustment will be effected only if the variance from the Base Price is five percent (5%) or more for a monthly period. The complete adjustment will be paid in all cases with no deduction of the 5% from either upward or downward adjustments.

No adjustment will be paid for work done beyond the extended completion date of any contract.

Any adjustment (increase or decrease) to estimated quantities made to each item at the time of final payment will have the fuel price adjustment figured at the average period price for the entire term of the project for the difference of quantity.

The fuel price adjustment will apply only to the following items of work at the fuel factors **shown:**

ITEMS COVERED FUEL FACTORS

Excavation: and Borrow Work: Shall apply to the corresponding Mass. Highway Payment Items 120, 120.1, 121, 123, 124, 125, 127, 129.3, 140, 140.1, 141, 142, 143, 144, 150, 150.1, 151 and 151.1

(Both Factors used)

0.29 Gallons / CY for Diesel

0.15 Gallons / CY for Gasoline

Surfacing Work:

All Items containing Hot Mix Asphalt

2.90 Gallons / Ton for Diesel

Does Not Apply for Gasoline

Q. Measurement and Payment

In general, payment will be made for CONTRACT work satisfactorily completed through the end of the previous month. The payment will include any additional work which has been completed and approved and change order work agreed upon by the OWNER and Contractor which has been completed and approved.

Each application for payment will indicate the total of a minimum 5 percent retainage held by the Owner on the total of all work completed under the contract and approved for payment to date.

Within sixty five (65) days after the effective date of Substantial Completion and receipt of an Application for Payment, the OWNER shall submit to the CONTRACTOR payment for the quantity of work completed with the following deductions:

1. A retainer of one (1%) percent of the undisputed Substantial Completion payment amount.
2. Less the estimated cost of completing all incomplete and unsatisfactory work item.

R. Contract Term

The term of this Contract shall commence as of the execution date of this contract and shall end on November 15, 2018. Time is of the essence in the performance of services rendered by the Contractor under this Contract. The Contractor, therefore, shall achieve final completion of the work by November 15, 2018. Unless previously agreed to, in writing by the Town.

Section 4. Bid Submission Requirements

Each Bidder shall submit the following with his/her/its Bid:

1. A fully executed Bid Form (Appendix 1) (which shall include certification of the following:
 - A. Bidder is an established business with a minimum of five (5) years of experience in providing services related to the furnishing of roadway improvements (Bidder shall attach to the Bid Form a short statement of the status of the business, the year of incorporation/commencement, a list of any name changes, and a list of any lawsuits pending against Bidder.)
 - B. Bidder holds all applicable State and Federal permits, licenses and approvals. (Bidder shall attach to the Bid Form copies of all applicable State and Federal permits, licenses, and approvals.)
 - C. Bidder provides a Town approved Foreman, who shall be present at the work site at all times.
 - D. Bidder provides supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract with the Town.
 - E. Bidder holds all applicable documentation and Insurance in accordance with this IFB. (Bidder shall attach to the Bid Form copies of relevant insurance certificates hereto. Nothing in this provision, however, shall eliminate the requirement that the Bidder, if chosen as the Successful Bidder, shall submit to the Town an endorsement or a rider in compliance with Section 8 of the Contract.)
 - F. Bidder shall attach to the Bid Form contact information for all clients over the last five (5) years as well as all current Contracts (contact person, address and telephone number). Bidder shall also provide a list of at least

six (6) successfully completed jobs in such time, giving the name and address of these projects.

- G. Bidder has not defaulted on any Contract within the last five (5) years.
- H. Bidder maintains a permanent place of business. (Bidder shall attach to the Bid Form the address of his/her/its business.)
- I. Bidder has adequate personnel and equipment to perform the work expeditiously. (Bidder shall also attach to the Bid Form a statement of experience of his/her/its personnel and the proposed staffing plan it shall offer in reference to the work for which Bids are sought. Bidder shall attach to the Bid Form a description of his/her/its equipment and shall explain how such equipment satisfies the requirements stated herein.)
- J. Bidder has suitable financial status to meet obligations incident to the work. Bidder shall attach to the Bid Form a financial statement that shows the Bidder's present financial status.
- K. Bidder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Bidder shall attach to the Bid Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)
- L. Bidder has not failed to perform satisfactorily on Contracts of a similar nature.
- M. Bidder possesses the skill, ability and integrity necessary for the faithful performance of the work.
- N. Bidder certifies that he/she/it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.
- O. Bidder certifies that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.
- P. Bidder certifies that his/her/its materials meet the specifications. (A manufacturer's certificate, certifying conformance to the above material specifications, shall be furnished to the Town by the Successful Bidder.)

2. A fully executed Certificate of Non-Collusion. (Appendix 2)
3. A fully executed Certificate of Tax Compliance. (M.G.L. c.62C, §49A) (Appendix 3)
4. A fully executed Conflict of Interest Certification. (M.G.L. c.268A) (Appendix 4)
5. A fully executed Certificate of Corporate Bidder, if applicable. (Appendix 5)
6. A fully executed Certificate of Compliance with M.G.L. c.151B. (Appendix 6)
7. A fully executed Certificate of Compliance with EEO/AA/SDO provisions. (Appendix 7)
8. A full executed Certificate of Non-Debarment. (Appendix 8)
9. A Bid Deposit in the form of a Bid bond, or cash, or a certified check on, or a treasurer's or cashier's check issued by, a responsible bank or trust company, payable to the Awarding Authority. The amount of such Bid Deposit shall be in the amount of five (5%) percent of the value of the Bid.
10. A certificate of insurability from an insurance company that is licensed to do business in the Commonwealth of Massachusetts indicating that all the provisions of the specifications can be met.
11. A letter of intent from a surety company that is licensed to do business in the Commonwealth of Massachusetts stating that the Bidder shall be able to obtain a Performance Bond in the amount of one hundred (100%) percent of the Contract Price.
12. A letter of intent from a surety company that is licensed to do business in the Commonwealth of Massachusetts stating that the Bidder shall be able to obtain a Labor and Materials Payment Bond in the amount of one hundred (100%) percent of the Contract Price.

Section 5. Bid Submission

Sealed Bids marked "Town of Natick: Sealed Bid for the Furnishing of Roadway Improvements at Various Locations - 2018" shall be received by 11:00A.M., local time, April 26, 2018, at this address:

Town of Natick
Department of Public Works
75 West Street
Natick, MA 01760.

Each Bidder's name, address and contact phone number shall be clearly visible from the outside of each sealed envelope. The clock in the Administration Office at the Department of Public Works shall be considered official. No late Bids shall be accepted. No faxed Bids shall be accepted. Conditional Bids will not be accepted.

Each Bid shall be submitted in accordance with the Bid Submission Requirements in order to be considered for award. Any Bid submitted shall be binding for thirty (30) days subsequent to the time of the opening of Bids.

As soon as is reasonably possible after the deadline for Bid submission, Bids will be opened in accordance with M.G.L. 30, §39M. **Bids received after that date and time will be rejected.**

Section 6. Selection Process and Award

Bids submitted to the Town prior to the deadline will be reviewed by the Procurement Officer to determine compliance with the foregoing Bid Submission Requirements and this IFB.

Pursuant to M.G.L. c.30, §39M, the Town shall award, within thirty (30) days of the opening of sealed Bids, one (1) Contract, if at all, to the lowest responsible and eligible Bidder, based upon the lowest total cost to provide the required services in the Main Bid Work, who complies with the Bid Submission Requirements in Section 4 above. The award of any Contract pursuant to this IFB shall be subject to appropriation by Natick Town Meeting.

The term "lowest responsible and eligible Bidder" shall mean the Bidder: "(1) whose Bid is the lowest of those Bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who shall certify that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; (4) who, where the provisions of Section 8B of Chapter 29 (of the Massachusetts General Laws (M.G.L.)) apply, shall have been determined to be qualified thereunder; and (5) who obtains within ten (10) days of the notification of Contract award the security by bond required under Section 29 of Chapter 149 (of the Massachusetts General Laws (M.G.L.)); provided that for the purposes of this section the term "security by bond" shall mean the bond of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the Awarding Authority; provided further, that if there is more than one (1) surety company, the surety companies shall be jointly and severally liable". M.G.L. c.30, §39M.

Nothing in this IFB will compel the Town to award a Contract. The Town may cancel this IFB, may waive, to the extent allowed by law, any informalities, and may reject any and all Bids, if the Town, in its sole discretion, determines said action to be in the best interest of the

Town of Natick. The Town may reject as non-responsive any Bid that fails to satisfy any of the Bid Submission Requirements.)

No person or firm debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency shall be awarded a Contract.

The Successful Bidder shall provide certification of insurance coverage and shall be required to indemnify and hold the Town harmless (see below for more information).

Within ten (10) business days after notification of award of a Contract by the Town, the Successful Bidder shall furnish to the Town a Performance Bond in the amount of one hundred (100%) percent of the Contract price, with a surety company which is acceptable to the Town.

Within ten (10) business days after notification of award of Contract by the Town, the Successful Bidder shall furnish to the Town a Labor and Materials Payment Bond in the amount of one hundred (100%) percent of the Contract price, with a surety company which is acceptable to the Town.

The Successful Bidder shall, within ten (10) days after presentation thereof by the Town, execute a Contract in accordance with the terms of this IFB, in the form of the attached Contract.

The Successful Bidder who enters into a Contract with the Town shall be responsible for obtaining, at his/her/its own expense, all appropriate federal, state and local permits, licenses and approvals.

The Town may terminate any such Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend any such Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.

Section 7. Compliance with Laws

The Successful Bidder shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his/her/its work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Successful Bidder shall comply, to the extent applicable, with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended. Any Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and any other laws, as though such terms were set forth in their entirety herein.

Section 8. Insurance

The Successful Bidder shall keep in force throughout the term of the Contract and any extension or renewal thereof the amount of insurance described in the Contract which is a part of this IFB and is incorporated herein by reference. Without limitation of other requirements of this IFB, no Contract shall be entered into by the parties unless the Successful Bidder complies with all applicable insurance requirements, including, without limitation, the required language mandating that the Town of Natick shall be named as an additional insured on the required policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form.

Section 9. Indemnification

The Successful Bidder shall assume the indemnification responsibilities described in the Contract which is a part of this IFB and is incorporated herein by reference.

Section 10. Performance Bond Requirements

Within ten (10) calendar days after notification of award of any contract by the Town, the Successful Bidder shall deliver to the Town a Performance Bond, in the amount of one hundred (100%) percent of the contract price, with a surety company that is acceptable to the Town and that is licensed by the Massachusetts Division of Insurance.

Section 11. Labor and Materials Payment Bond Requirements

Within ten (10) calendar days after notification of award of any contract by the Town, the Successful Bidder shall deliver to the Town a Labor and Materials Payment Bond, in the amount of one hundred (100%) percent of the contract price, with a surety company that is acceptable to the Town and that is licensed by the Massachusetts Division of Insurance.

Section 12. Use of Alcohol and Controlled Substances Prohibited

The use of alcoholic beverages, narcotics, and mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Successful Bidder is prohibited on Town of Natick property which is the subject matter of this IFB and during all hours of work under any Contract with the Town. If any officer, employee, agent, or representative of the Successful Bidder violates the foregoing provision, the Town of Natick shall have the right to order that such officer, employee, agent, or representative of the Successful Bidder shall not be permitted to return to work under any Contract with the Town. Under such circumstances, the Successful Bidder shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with any Contract with the Town.

Section 13. No Smoking

Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Successful Bidder, his/her/its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the Town of Natick.

Section 14. Criminal Background Screening

For each employee of the Successful Bidder who is performing services under any Contract, the Successful Bidder shall, subject to his/her/its confidentiality and privacy obligations owing to his/her/its employees and third parties, provide a written confirmation to the Town that such employee passed the Successful Bidder's pre-employment criminal background screen. In the event that any employee refuses to permit the Successful Bidder to provide such information to the Town, the Successful Bidder shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

Section 15. Appendices

1. Bid Form
2. Certificate of Non-Collusion
3. Certificate of Tax Compliance (M.G.L. c.62C, §49A)
4. Conflict of Interest Certification (M.G.L. c.268A)
5. Certificate of Corporate Bidder
6. Certificate of Compliance with M.G.L. c.151B
7. Certificate of Compliance with EEO/AA/SDO provisions
8. Certificate of Non-Debarment
9. Prevailing Wage Rates
10. Form of Contract

APPENDIX 1
TOWN OF NATICK
BID FORM
(9 pages)

The undersigned hereby submits a sealed bid for the furnishing of Roadway Improvements at Various Locations - 2018.

Printed Name of Bidder:

Address:

The Bidder hereby pledges to deliver the complete scope of services required for the Main Bid Work, for the price shown below:

Total Price in Words:

Total Price in Numbers:

Unit Prices, which will not be directly used for purposes of award, are as shown on the following pages:

UNIT OR LUMP SUM ITEM NO.	PRICE BID IN BOTH WORDS AND FIGURES	ESTIMATED QUANTITY	TOTAL IN FIGURES (UNIT PRICE TIMES ESTIMATED QUANTITY)
1A.	Bit. Conc. Binder Course, per ton. _____ Dollars and _____ Cents (\$ _____)	5741 Tons	\$ _____
1B.	Bit. Conc. Leveling Course, per ton. _____ Dollars and _____ Cents (\$ _____)	250 Tons	\$ _____
1C.	Bit. Conc. Top Course, per ton. _____ Dollars and _____ Cents (\$ _____)	3790 Tons	\$ _____
1D.	Bit. Conc. Driveway Aprons, Wheelchair Ramps, & Sidewalks, per ton. _____ Dollars and _____ Cents (\$ _____)	1,550 Tons	\$ _____
1E.	Trench Patch with 2.5 Inches of Binder, _____ Dollars and _____ Cents (\$ _____)	356 Tons	\$ _____
2.	Reclaim Base Course, per square yard _____ Dollars and _____ Cents (\$ _____)	33,370 S.Y.	\$ _____

UNIT OR LUMP SUM ITEM NO.	PRICE BID IN BOTH WORDS AND FIGURES	ESTIMATED QUANTITY	TOTAL IN FIGURES (UNIT PRICE TIMES ESTIMATED QUANTITY)
3.	Single Treated Stone Chip Seal, per square yard Dollars and _____ Cents (\$ _____)	36,000 S.Y.	\$ _____
4A.	Granite Curbing Straight, Type VA4, per linear foot Dollars and _____ Cents (\$ _____)	250 L.F.	\$ _____
4B.	Granite Curbing Curved, Type VA4, per linear foot Dollars and _____ Cents (\$ _____)	1,560 L.F.	\$ _____
4C.	R & R Granite Curbing, per linear foot Dollars and _____ Cents (\$ _____)	200 L.F.	\$ _____
5.	Bit. Conc. Berm, per linear foot Dollars and _____ Cents (\$ _____)	2,000 L.F.*	\$ _____
6A.	Cement Conc. Sidewalks, and Wheelchair Ramps, per square yard Dollars and _____ Cents (\$ _____)	400 S.Y.	\$ _____

UNIT OR LUMP SUM ITEM NO.	PRICE BID IN BOTH WORDS AND FIGURES	ESTIMATED QUANTITY	TOTAL IN FIGURES (UNIT PRICE TIMES ESTIMATED QUANTITY)
6B.	Cement Concrete Driveway Aprons, per square yard	100 S.Y.	\$ _____
	Dollars and _____ Cents (\$ _____)		
6C.	Cast in Place, 2'x 4' Tactile Warning Panels, per each	40 EA.	\$ _____
	Dollars and _____ Cents (\$ _____)		
7A.	Adjustment Sewer & Drain Castings, per each	180 EA.	\$ _____
	Dollars and _____ Cents (\$ _____)		
7B.	Adjustment Water Gate Box Castings, per each	90 EA.	\$ _____
	Dollars and _____ Cents (\$ _____)		
7C.	Rebuild Sewer & Drain Structures, per vertical foot	90 V.F.	\$ _____
	Dollars and _____ Cents (\$ _____)		
7D.	Remodeled Sewer & Drain Structures, per each	10 EA.	\$ _____
	Dollars and _____ Cents (\$ _____)		
8.	Processed Gravel for Sub-Base, per cubic yard	2,400 C.Y.	\$ _____
	Dollars and _____ Cents (\$ _____)		

UNIT OR LUMP SUM ITEM NO.	PRICE BID IN BOTH WORDS AND FIGURES	ESTIMATED QUANTITY	TOTAL IN FIGURES (UNIT PRICE TIMES ESTIMATED QUANTITY)
9A.	Earth Excavation, per cubic yard Dollars and _____ Cents (\$ _____)	1,186 C.Y.	\$ _____
9B.	Class A Rock Excavation, per cubic yard Dollars and _____ Cents (\$ _____)	2 C.Y. *	\$ _____
9C.	Trench Excavation, per cubic yard Dollars and _____ Cents (\$ _____)	380 C.Y.	\$ _____
10.	Loam & Seed Borders, per square yard Dollars and _____ Cents (\$ _____)	8,000 S.Y.	\$ _____
11.	Calcium Chloride – Dust Control per pound Dollars and _____ Cents (\$ _____)	8,000 LBS	\$ _____
12.	Natick Police Details, per man-hour Fifty Dollars and Zero Cents (\$50.00)	4,300 MH*	<u>\$215,000.00</u>
13.	Pavement Markings 12 inch (Paint) Per linear foot Dollars and _____ Cents (\$ _____)	1,500 L.F.	\$ _____

14. Pavement Markings 4 inch (Paint) 400 L.F. \$ _____
Per Linear Foot

Dollars and _____
Cents (\$ _____)

15. Traffic Controls for Construction L.S. \$ _____
Lump Sum

Dollars and _____
Cents (\$ _____)

* Item Not Anticipated Or Quantity Assumed, Values Used For Comparison of Bids.

Bidder certifies as follows:

- A. Bidder is an established business with a minimum of five (5) years of experience in providing services related to the furnishing of roadway improvements (Bidder shall attach to the Bid Form a short statement of the status of the business, the year of incorporation/commencement, a list of any name changes, and a list of any lawsuits pending against Bidder.)
- B. Bidder holds all applicable State and Federal permits, licenses and approvals. (Bidder shall attach to the Bid Form copies of all applicable State and Federal permits, licenses, and approvals.)
- C. Bidder provides a Town approved Foreman, who shall be present at the work site at all times.
- D. Bidder provides supervision of all workers performing under all Contracts held and pledges to provide such supervision under any Contract with the Town.
- E. Bidder holds all applicable documentation and Insurance in accordance with this IFB. (Bidder shall attach to the Bid Form copies of relevant insurance certificates hereto. Nothing in this provision, however, shall eliminate the requirement that the Bidder, if chosen as the Successful Bidder, shall submit to the Town an endorsement or a rider in compliance with Section 8 of the Contract.)
- F. Bidder shall attach to the Bid Form contact information for all clients over the last five (5) years as well as all current Contracts (contact person, address and telephone number). Bidder shall also provide a list of at least six (6) successfully completed jobs in such time, giving the name and address of these projects.
- G. Bidder has not defaulted on any Contract within the last five (5) years.
- H. Bidder maintains a permanent place of business. (Bidder shall attach to the Bid Form the address of his/her/its business.)
- I. Bidder has adequate personnel and equipment to perform the work expeditiously. (Bidder shall also attach to the Bid Form a statement of experience of his/her/its personnel and the proposed staffing plan it shall offer in reference to the work for which Bids are sought. Bidder shall attach to the Bid Form a description of his/her/its equipment and shall explain how such equipment satisfies the requirements stated herein.)

- J. Bidder has suitable financial status to meet obligations incident to the work. (Bidder shall attach to the Bid Form a financial statement that shows the Bidder's present financial status).
- K. Bidder is registered with the Secretary of the Commonwealth of Massachusetts to do business in Massachusetts. (Bidder shall attach to the Bid Form a copy of a Letter of Good Standing from the Secretary of the Commonwealth's Office.)
- L. Bidder has not failed to perform satisfactorily on Contracts of a similar nature.
- M. Bidder possesses the skill, ability and integrity necessary for the faithful performance of the work.
- N. Bidder certifies that he/she/it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.
- O. Bidder certifies that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least ten (10) hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.
- P. Bidder certifies that his/her/its materials meet the specifications. (A manufacturer's certificate, certifying conformance to the above material specifications, shall be furnished to the Town by the Successful Bidder.)

The Bidder understands that, pursuant to M.G.L. c.30, §39M, the Town shall award, within thirty (30) days of the opening of sealed Bids, one (1) Contract, if at all, to the lowest responsible and eligible Bidder, based upon the lowest total cost to provide the required services in the Main Bid Work, who complies with the Bid Submission Requirements in Section 4 above. The award of any Contract pursuant to this IFB shall be subject to appropriation by Natick Town Meeting.

The Bidder agrees that, if he/she/it is the Successful Bidder, he/she/it will within ten (10) days after presentation thereof by the Awarding Authority, execute a Contract in accordance with the terms of this Bid and furnish a Performance Bond and a Labor and Materials Payment Bond, each with a surety company qualified to do business under the laws of the Commonwealth of Massachusetts and satisfactory to the Awarding Authority in the amount of one hundred percent (100%) of the Contract price, the premiums for which are to be paid by the Successful Bidder and are included in the Contract price; provided, however, that if there is more than one (1) surety company, the surety companies shall be jointly and severally liable.

The undersigned certifies under the penalties of perjury that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

The Bidder agrees that all Bid specifications and Contract specifications are hereto made part of any Contract executed with the Town and are binding on the Successful Bidder.

Authorized Signature

Printed Name

Printed Title

Date

If a Corporation:
Full Legal Name

Officers of Corporation and Addresses

State of Incorporation _____

Principal Place of Business _____

Telephone Number. _____

Qualified in Massachusetts Yes _____ No _____

Principal Place of Business in Massachusetts

Telephone Number _____

Full Legal Name of Surety Company

Principal Place of Business of Surety Company

Telephone Number _____

Admitted in Massachusetts Yes _____ No _____

Place of Business in Massachusetts

Telephone Number _____

Appendix 2
CERTIFICATE OF NON-COLLUSION

The undersigned certifies, under penalties of perjury, that this Bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 3
CERTIFICATE OF TAX COMPLIANCE

Pursuant to Massachusetts General Laws (M.G.L.) c.62C, §49A, I certify under the penalties of perjury that the Bidder named below has complied with all laws of the Commonwealth of Massachusetts pertaining to the payment of taxes, to the reporting of employees and contractors, and to the withholding and remitting of child support.

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 4
CONFLICT OF INTEREST CERTIFICATION

The Bidder hereby certifies that:

1. The Bidder has not given, offered, or agreed to give any gift, contribution, or offer of employment as an inducement for, or in connection with, the award of a Contract pursuant to this Invitation for Bids.

2. No consultant to, or subcontractor for, the Bidder has given, offered, or agreed to give any gift, contribution, or offer of employment to the Bidder, or to any other person, corporation, or entity as an inducement for, or in connection with, the award to the consultant or subcontractor of a Contract by the Bidder.

3. No person, corporation, or other entity, other than a bona fide full time employee of the Bidder has been retained or hired to solicit for or in any way assist the Bidder in obtaining the Contract (pursuant to this IFB) upon an agreement or understanding that such person, corporation or entity be paid a fee or other compensation contingent upon the award of a Contract to the Bidder.

4. The Bidder understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Bidder with respect to the transaction outlined in the IFB.

5. The Bidder understands that the Bidder, his/her/its officers, employees, agents, subcontractors, and affiliated entities, shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 5
CERTIFICATE OF CORPORATE BIDDER

I, _____, certify that I am the Clerk of the Corporation named as Responder in the attached Response Form; that _____, who signed said Response on behalf of the Responder was then _____ of said Corporation and was duly authorized to sign said Response Form; and that I know his/her signature thereto is genuine.

(Corporate Seal)

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

This Certificate shall be completed where Bidder is a Corporation and shall be so completed by its Clerk. In the event that the Clerk is the person signing the Bidder on behalf of the Corporation, this Certificate shall be completed by another officer of the Corporation.

Appendix 6
CERTIFICATE OF COMPLIANCE WITH M.G.L. c.151B

The Bidder hereby certifies that it is in compliance with and shall remain in compliance with Massachusetts General Laws (M.G.L.) Chapter 151B and shall not discriminate on any prohibited basis outlined therein.

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 7

CERTIFICATE OF COMPLIANCE WITH APPLICABLE EEO/AA/SDO PROVISIONS

The Bidder hereby certifies that it shall comply with all applicable minority workforce percentage ratio and specific affirmative action steps contained in any EEO/AA provisions of this Contract, including, without limitation any imposed by the Massachusetts Supplier Diversity Office (SDO).

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 8
CERTIFICATE OF NON-DEBARMENT

The Bidder hereby certifies that it is presently not debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, and that, should any proceeding arise in which it is debarred, suspended, or otherwise prohibited from practice by any federal, state, or local agency, the Bidder shall inform the Town of Natick within one (1) business day of such debarment, suspension, or prohibition from practice.

Name of Bidder

Address of Bidder

Telephone Number

By: _____
(Signature)

Printed Name

Printed Title

Date

Appendix 9
PREVAILING WAGE RATES
(SEE ATTACHED DOCUMENT.)

Appendix 10
FORM OF CONTRACT
(SEE ATTACHED DOCUMENT.)



CHARLES D. BAKER
Governor

KARYN H. POLITO
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

ROSALIN ACOSTA
Secretary
WILLIAM D MCKINNEY
Director

Awarding Authority: Town of Natick
Contract Number: City/Town: NATICK
Description of Work: Roadway Improvements in the Town of Natick, Massachusetts (Paving/Sidewalks, etc.)
Job Location: Various locations in Natick

Information about Prevailing Wage Schedules for Awarding Authorities and Contractors

- This wage schedule applies only to the specific project referenced at the top of this page and uniquely identified by the "Wage Request Number" on all pages of this schedule.
- An Awarding Authority must request an updated wage schedule from the Department of Labor Standards ("DLS") if it has not opened bids or selected a contractor within 90 days of the date of issuance of the wage schedule. For CM AT RISK projects (bid pursuant to G.L. c. 149A), the earlier of: (a) the execution date of the GMP Amendment, or (b) the bid for the first construction scope of work must be within 90-days of the wage schedule issuance date.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project as required by M.G.L. c. 149, § 27. The wage schedule shall be made a part of the contract awarded for the project. The wage schedule must be posted in a conspicuous place at the work site for the life of the project in accordance with M.G.L. c. 149 § 27. The wages listed on the wage schedule must be paid to employees performing construction work on the project whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- All apprentices working on the project are required to be registered with the Massachusetts Department of Labor Standards, Division of Apprentice Standards (DLS/DAS). Apprentice must keep his/her apprentice identification card on his/her person during all work hours on the project. An apprentice registered with DAS may be paid the lower apprentice wage rate at the applicable step as provided on the prevailing wage schedule. **Any apprentice not registered with DLS/DAS regardless of whether or not they are registered with any other federal, state, local, or private agency must be paid the journeyworker's rate for the trade.**
- The wage rates will remain in effect for the duration of the project, except in the case of multi-year public construction projects. For construction projects lasting longer than one year, awarding authorities must request an updated wage schedule. Awarding authorities are required to request these updates no later than two weeks before the anniversary of the date the contract was executed by the awarding authority and the general contractor. For multi-year CM AT RISK projects, awarding authority must request an annual update no later than two weeks before the anniversary date, determined as the earlier of: (a) the execution date of the GMP Amendment, or (b) the execution date of the first amendment to permit procurement of construction services. Contractors are required to obtain the wage schedules from awarding authorities, and to pay no less than these rates to covered workers. The annual update requirement is not applicable to 27F "rental of equipment" contracts.
- Every contractor or subcontractor which performs construction work on the project is required to submit weekly payroll reports and a Statement of Compliance directly to the awarding authority by mail or email and keep them on file for three years. Each weekly payroll report must contain: the employee's name, address, occupational classification, hours worked, and wages paid. Do not submit weekly payroll reports to DLS. A sample of a payroll reporting form may be obtained at <http://www.mass.gov/dols/pw>.
- Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at (617) 626-6953.
- Employees not receiving the prevailing wage rate set forth on the wage schedule may report the violation to the Fair Labor Division of the office of the Attorney General at (617) 727-3465.
- Failure of a contractor or subcontractor to pay the prevailing wage rates listed on the wage schedule to all employees who perform construction work on the project is a violation of the law and subjects the contractor or subcontractor to civil and

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2016	\$32.15	\$10.91	\$10.89	\$0.00	\$53.95
(3 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2016	\$32.22	\$10.91	\$10.89	\$0.00	\$54.02
(4 & 5 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2016	\$32.34	\$10.91	\$10.89	\$0.00	\$54.14
ADS/SUBMERSIBLE PILOT PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2017	\$92.97	\$9.90	\$21.15	\$0.00	\$124.02
	08/01/2018	\$97.80	\$9.90	\$21.15	\$0.00	\$128.85
	08/01/2019	\$102.78	\$9.90	\$21.15	\$0.00	\$133.83
For apprentice rates see "Apprentice- PILE DRIVER"						
AIR TRACK OPERATOR LABORERS - ZONE 2	12/01/2017	\$33.58	\$7.70	\$13.60	\$0.00	\$54.88
	06/01/2018	\$34.42	\$7.70	\$13.60	\$0.00	\$55.72
	12/01/2018	\$35.26	\$7.70	\$13.60	\$0.00	\$56.56
	06/01/2019	\$36.13	\$7.70	\$13.60	\$0.00	\$57.43
	12/01/2019	\$36.99	\$7.70	\$13.60	\$0.00	\$58.29
	06/01/2020	\$37.88	\$7.70	\$13.60	\$0.00	\$59.18
	12/01/2020	\$38.77	\$7.70	\$13.60	\$0.00	\$60.07
	06/01/2021	\$39.69	\$7.70	\$13.60	\$0.00	\$60.99
	12/01/2021	\$40.60	\$7.70	\$13.60	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER"						
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	12/01/2017	\$35.90	\$11.50	\$7.10	\$0.00	\$54.50
	06/01/2018	\$36.90	\$11.50	\$7.10	\$0.00	\$55.50
	12/01/2018	\$37.90	\$11.50	\$7.10	\$0.00	\$56.50
	06/01/2019	\$38.90	\$11.50	\$7.10	\$0.00	\$57.50
	12/01/2019	\$39.90	\$11.50	\$7.10	\$0.00	\$58.50
	06/01/2020	\$40.90	\$11.50	\$7.10	\$0.00	\$59.50
	12/01/2020	\$41.90	\$11.50	\$7.10	\$0.00	\$60.50
ASPHALT RAKER LABORERS - ZONE 2	12/01/2017	\$33.08	\$7.70	\$13.60	\$0.00	\$54.38
	06/01/2018	\$33.92	\$7.70	\$13.60	\$0.00	\$55.22
	12/01/2018	\$34.76	\$7.70	\$13.60	\$0.00	\$56.06
	06/01/2019	\$35.63	\$7.70	\$13.60	\$0.00	\$56.93
	12/01/2019	\$36.49	\$7.70	\$13.60	\$0.00	\$57.79
	06/01/2020	\$37.38	\$7.70	\$13.60	\$0.00	\$58.68
	12/01/2020	\$38.27	\$7.70	\$13.60	\$0.00	\$59.57
	06/01/2021	\$39.19	\$7.70	\$13.60	\$0.00	\$60.49
	12/01/2021	\$40.10	\$7.70	\$13.60	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE OPERATING ENGINEERS LOCAL 4	12/01/2017	\$46.63	\$10.50	\$15.50	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
BACKHOE/FRONT-END LOADER OPERATING ENGINEERS LOCAL 4	12/01/2017	\$46.63	\$10.50	\$15.50	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BARCO-TYPE JUMPING TAMPER LABORERS - ZONE 2	12/01/2017	\$33.08	\$7.70	\$13.60	\$0.00	\$54.38
	06/01/2018	\$33.92	\$7.70	\$13.60	\$0.00	\$55.22
	12/01/2018	\$34.76	\$7.70	\$13.60	\$0.00	\$56.06
	06/01/2019	\$35.63	\$7.70	\$13.60	\$0.00	\$56.93
	12/01/2019	\$36.49	\$7.70	\$13.60	\$0.00	\$57.79
	06/01/2020	\$37.38	\$7.70	\$13.60	\$0.00	\$58.68
	12/01/2020	\$38.27	\$7.70	\$13.60	\$0.00	\$59.57
	06/01/2021	\$39.19	\$7.70	\$13.60	\$0.00	\$60.49
	12/01/2021	\$40.10	\$7.70	\$13.60	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
BLOCK PAVER, RAMMER / CURB SETTER LABORERS - ZONE 2	12/01/2017	\$33.58	\$7.70	\$13.60	\$0.00	\$54.88
	06/01/2018	\$34.42	\$7.70	\$13.60	\$0.00	\$55.72
	12/01/2018	\$35.26	\$7.70	\$13.60	\$0.00	\$56.56
	06/01/2019	\$36.13	\$7.70	\$13.60	\$0.00	\$57.43
	12/01/2019	\$36.99	\$7.70	\$13.60	\$0.00	\$58.29
	06/01/2020	\$37.88	\$7.70	\$13.60	\$0.00	\$59.18
	12/01/2020	\$38.77	\$7.70	\$13.60	\$0.00	\$60.07
	06/01/2021	\$39.69	\$7.70	\$13.60	\$0.00	\$60.99
	12/01/2021	\$40.60	\$7.70	\$13.60	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER"						
BOILER MAKER BOILERMAKERS LOCAL 29	01/01/2017	\$42.92	\$6.97	\$16.21	\$0.00	\$66.10

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$27.90	\$6.97	\$10.54	\$0.00	\$45.41
2	65	\$27.90	\$6.97	\$10.54	\$0.00	\$45.41
3	70	\$30.04	\$6.97	\$11.35	\$0.00	\$48.36
4	75	\$32.19	\$6.97	\$12.16	\$0.00	\$51.32
5	80	\$34.34	\$6.97	\$12.97	\$0.00	\$54.28
6	85	\$36.48	\$6.97	\$13.78	\$0.00	\$57.23
7	90	\$38.63	\$6.97	\$14.59	\$0.00	\$60.19
8	95	\$40.77	\$6.97	\$15.40	\$0.00	\$63.14

Notes:

Apprentice to Journeyworker Ratio:1:5

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING) <i>BRICKLAYERS LOCAL 3 (LOWELL)</i>	03/01/2018	\$49.96	\$10.75	\$19.43	\$0.00	\$80.14
	08/01/2018	\$51.31	\$10.75	\$19.56	\$0.00	\$81.62
	02/01/2019	\$51.91	\$10.75	\$19.56	\$0.00	\$82.22
	08/01/2019	\$53.26	\$10.75	\$19.70	\$0.00	\$83.71
	02/01/2020	\$53.86	\$10.75	\$19.70	\$0.00	\$84.31
	08/01/2020	\$55.21	\$10.75	\$19.85	\$0.00	\$85.81
	02/01/2021	\$55.81	\$10.75	\$19.85	\$0.00	\$86.41
	08/01/2021	\$57.21	\$10.75	\$20.01	\$0.00	\$87.97
	02/01/2022	\$57.79	\$10.75	\$20.01	\$0.00	\$88.55

Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Lowell

Effective Date - 03/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.98	\$10.75	\$19.43	\$0.00	\$55.16
2	60	\$29.98	\$10.75	\$19.43	\$0.00	\$60.16
3	70	\$34.97	\$10.75	\$19.43	\$0.00	\$65.15
4	80	\$39.97	\$10.75	\$19.43	\$0.00	\$70.15
5	90	\$44.96	\$10.75	\$19.43	\$0.00	\$75.14

Effective Date - 08/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.66	\$10.75	\$19.56	\$0.00	\$55.97
2	60	\$30.79	\$10.75	\$19.56	\$0.00	\$61.10
3	70	\$35.92	\$10.75	\$19.56	\$0.00	\$66.23
4	80	\$41.05	\$10.75	\$19.56	\$0.00	\$71.36
5	90	\$46.18	\$10.75	\$19.56	\$0.00	\$76.49

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2017	\$46.17	\$10.50	\$15.50	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
CAISSON & UNDERPINNING BOTTOM MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2017	\$38.60	\$7.70	\$14.95	\$0.00	\$61.25
	06/01/2018	\$39.55	\$7.70	\$14.95	\$0.00	\$62.20
	12/01/2018	\$40.50	\$7.70	\$14.95	\$0.00	\$63.15
	06/01/2019	\$41.50	\$7.70	\$14.95	\$0.00	\$64.15
	12/01/2019	\$42.50	\$7.70	\$14.95	\$0.00	\$65.15
	06/01/2020	\$43.49	\$7.70	\$14.95	\$0.00	\$66.14
	12/01/2020	\$44.47	\$7.70	\$14.95	\$0.00	\$67.12
	06/01/2021	\$45.49	\$7.70	\$14.95	\$0.00	\$68.14
	12/01/2021	\$46.50	\$7.70	\$14.95	\$0.00	\$69.15

For apprentice rates see "Apprentice- LABORER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CAISSON & UNDERPINNING LABORER <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2017	\$37.45	\$7.70	\$14.95	\$0.00	\$60.10
	06/01/2018	\$38.40	\$7.70	\$14.95	\$0.00	\$61.05
	12/01/2018	\$39.35	\$7.70	\$14.95	\$0.00	\$62.00
	06/01/2019	\$40.35	\$7.70	\$14.95	\$0.00	\$63.00
	12/01/2019	\$41.35	\$7.70	\$14.95	\$0.00	\$64.00
	06/01/2020	\$42.34	\$7.70	\$14.95	\$0.00	\$64.99
	12/01/2020	\$43.32	\$7.70	\$14.95	\$0.00	\$65.97
	06/01/2021	\$44.34	\$7.70	\$14.95	\$0.00	\$66.99
	12/01/2021	\$45.35	\$7.70	\$14.95	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						
CAISSON & UNDERPINNING TOP MAN <i>LABORERS - FOUNDATION AND MARINE</i>	12/01/2017	\$37.45	\$7.70	\$14.95	\$0.00	\$60.10
	06/01/2018	\$38.40	\$7.70	\$14.95	\$0.00	\$61.05
	12/01/2018	\$39.35	\$7.70	\$14.95	\$0.00	\$62.00
	06/01/2019	\$40.35	\$7.70	\$14.95	\$0.00	\$63.00
	12/01/2019	\$41.35	\$7.70	\$14.95	\$0.00	\$64.00
	06/01/2020	\$42.34	\$7.70	\$14.95	\$0.00	\$64.99
	12/01/2020	\$43.32	\$7.70	\$14.95	\$0.00	\$65.97
	06/01/2021	\$44.34	\$7.70	\$14.95	\$0.00	\$66.99
	12/01/2021	\$45.35	\$7.70	\$14.95	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2017	\$33.08	\$7.70	\$13.60	\$0.00	\$54.38
	06/01/2018	\$33.92	\$7.70	\$13.60	\$0.00	\$55.22
	12/01/2018	\$34.76	\$7.70	\$13.60	\$0.00	\$56.06
	06/01/2019	\$35.63	\$7.70	\$13.60	\$0.00	\$56.93
	12/01/2019	\$36.49	\$7.70	\$13.60	\$0.00	\$57.79
	06/01/2020	\$37.38	\$7.70	\$13.60	\$0.00	\$58.68
	12/01/2020	\$38.27	\$7.70	\$13.60	\$0.00	\$59.57
	06/01/2021	\$39.19	\$7.70	\$13.60	\$0.00	\$60.49
	12/01/2021	\$40.10	\$7.70	\$13.60	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
CARPENTER <i>CARPENTERS -ZONE 2 (Eastern Massachusetts)</i>	03/01/2018	\$40.28	\$9.90	\$17.50	\$0.00	\$67.68
	09/01/2018	\$41.32	\$9.90	\$17.50	\$0.00	\$68.72
	03/01/2019	\$42.35	\$9.90	\$17.50	\$0.00	\$69.75

Classification

**Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate**

Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 03/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.14	\$9.90	\$1.73	\$0.00	\$31.77
2	60	\$24.17	\$9.90	\$1.73	\$0.00	\$35.80
3	70	\$28.20	\$9.90	\$12.31	\$0.00	\$50.41
4	75	\$30.21	\$9.90	\$12.31	\$0.00	\$52.42
5	80	\$32.22	\$9.90	\$14.04	\$0.00	\$56.16
6	80	\$32.22	\$9.90	\$14.04	\$0.00	\$56.16
7	90	\$36.25	\$9.90	\$15.77	\$0.00	\$61.92
8	90	\$36.25	\$9.90	\$15.77	\$0.00	\$61.92

Effective Date - 09/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.66	\$9.90	\$1.73	\$0.00	\$32.29
2	60	\$24.79	\$9.90	\$1.73	\$0.00	\$36.42
3	70	\$28.92	\$9.90	\$12.31	\$0.00	\$51.13
4	75	\$30.99	\$9.90	\$12.31	\$0.00	\$53.20
5	80	\$33.06	\$9.90	\$14.04	\$0.00	\$57.00
6	80	\$33.06	\$9.90	\$14.04	\$0.00	\$57.00
7	90	\$37.19	\$9.90	\$15.77	\$0.00	\$62.86
8	90	\$37.19	\$9.90	\$15.77	\$0.00	\$62.86

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80

Step 1&2 \$29.76/ 3&4 \$35.45/ 5&6 \$52.14/ 7&8 \$57.89

Apprentice to Journeyworker Ratio:1:5

CARPENTER WOOD FRAME	10/01/2017	\$26.25	\$7.07	\$7.86	\$0.00	\$41.18
CARPENTERS - ZONE 2 (Wood Frame)	04/01/2018	\$26.67	\$7.07	\$7.86	\$0.00	\$41.60
	10/01/2018	\$27.09	\$7.07	\$7.86	\$0.00	\$42.02
	04/01/2019	\$27.52	\$7.07	\$7.86	\$0.00	\$42.45
	10/01/2019	\$27.95	\$7.07	\$7.86	\$0.00	\$42.88

As of 9/1/09 Carpentry work on wood-frame WEATHERIZATION projects shall be paid the WOOD FRAME CARPENTER rate.

Classification
Effective Date
Base Wage
Health
Pension
**Supplemental
Unemployment**
Total Rate
Apprentice - CARPENTER (Wood Frame) - Zone 2
Effective Date - 10/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$15.75	\$7.07	\$0.00	\$0.00	\$22.82
2	60	\$15.75	\$7.07	\$0.00	\$0.00	\$22.82
3	65	\$17.06	\$7.07	\$7.86	\$0.00	\$31.99
4	70	\$18.38	\$7.07	\$7.86	\$0.00	\$33.31
5	75	\$19.69	\$7.07	\$7.86	\$0.00	\$34.62
6	80	\$21.00	\$7.07	\$7.86	\$0.00	\$35.93
7	85	\$22.31	\$7.07	\$7.86	\$0.00	\$37.24
8	90	\$23.63	\$7.07	\$7.86	\$0.00	\$38.56

Effective Date - 04/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$16.00	\$7.07	\$0.00	\$0.00	\$23.07
2	60	\$16.00	\$7.07	\$0.00	\$0.00	\$23.07
3	65	\$17.34	\$7.07	\$7.86	\$0.00	\$32.27
4	70	\$18.67	\$7.07	\$7.86	\$0.00	\$33.60
5	75	\$20.00	\$7.07	\$7.86	\$0.00	\$34.93
6	80	\$21.34	\$7.07	\$7.86	\$0.00	\$36.27
7	85	\$22.67	\$7.07	\$7.86	\$0.00	\$37.60
8	90	\$24.00	\$7.07	\$7.86	\$0.00	\$38.93

Notes:

% Indentured After 10/1/17; 45/45/55/55/70/70/80/80

Step 1&2 \$18.88/ 3&4 \$26.26/ 5&6 \$33.31/ 7&8 \$35.93

Apprentice to Journeyworker Ratio:1:5

CARPENTER WOOD FRAME (All Other Work) CARPENTERS -ZONE 2 (Wood Frame)	06/01/2016	\$25.32	\$9.80	\$16.82	\$0.00	\$51.94
CEMENT MASONRY/PLASTERING BRICKLAYERS LOCAL 3 (LOWELL)	01/01/2018	\$41.67	\$12.35	\$22.41	\$0.30	\$76.73
	07/01/2018	\$42.59	\$12.35	\$22.41	\$0.30	\$77.65
	01/01/2019	\$43.83	\$12.35	\$22.41	\$0.30	\$78.89
	07/01/2019	\$44.71	\$12.35	\$22.41	\$0.30	\$79.77
	01/01/2020	\$45.95	\$12.35	\$22.41	\$0.30	\$81.01

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - CEMENT MASONRY/PLASTERING - Lowell

Effective Date - 01/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.84	\$12.35	\$15.41	\$0.00	\$48.60
2	60	\$25.00	\$12.35	\$17.41	\$0.30	\$55.06
3	65	\$27.09	\$12.35	\$18.41	\$0.30	\$58.15
4	70	\$29.17	\$12.35	\$19.41	\$0.30	\$61.23
5	75	\$31.25	\$12.35	\$20.41	\$0.30	\$64.31
6	80	\$33.34	\$12.35	\$21.41	\$0.30	\$67.40
7	90	\$37.50	\$12.35	\$22.41	\$0.30	\$72.56

Effective Date - 07/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.30	\$12.35	\$15.41	\$0.00	\$49.06
2	60	\$25.55	\$12.35	\$17.41	\$0.30	\$55.61
3	65	\$27.68	\$12.35	\$18.41	\$0.30	\$58.74
4	70	\$29.81	\$12.35	\$19.41	\$0.30	\$61.87
5	75	\$31.94	\$12.35	\$20.41	\$0.30	\$65.00
6	80	\$34.07	\$12.35	\$21.41	\$0.30	\$68.13
7	90	\$38.33	\$12.35	\$22.41	\$0.30	\$73.39

Notes:

Steps 3,4 are 500 hrs. All other steps are 1,000 hrs.

Apprentice to Journeyworker Ratio:1:3

CHAIN SAW OPERATOR	12/01/2017	\$33.08	\$7.70	\$13.60	\$0.00	\$54.38
LABORERS - ZONE 2	06/01/2018	\$33.92	\$7.70	\$13.60	\$0.00	\$55.22
	12/01/2018	\$34.76	\$7.70	\$13.60	\$0.00	\$56.06
	06/01/2019	\$35.63	\$7.70	\$13.60	\$0.00	\$56.93
	12/01/2019	\$36.49	\$7.70	\$13.60	\$0.00	\$57.79
	06/01/2020	\$37.38	\$7.70	\$13.60	\$0.00	\$58.68
	12/01/2020	\$38.27	\$7.70	\$13.60	\$0.00	\$59.57
	06/01/2021	\$39.19	\$7.70	\$13.60	\$0.00	\$60.49
	12/01/2021	\$40.10	\$7.70	\$13.60	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES	12/01/2017	\$47.63	\$10.50	\$15.50	\$0.00	\$73.63
OPERATING ENGINEERS LOCAL 4						

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

COMPRESSOR OPERATOR	12/01/2017	\$31.80	\$10.50	\$15.50	\$0.00	\$57.80
OPERATING ENGINEERS LOCAL 4						

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

DELEADER (BRIDGE)	01/01/2017	\$51.41	\$7.85	\$16.10	\$0.00	\$75.36
PAINTERS LOCAL 35 - ZONE 2						

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.71	\$7.85	\$0.00	\$0.00	\$33.56
2	55	\$28.28	\$7.85	\$3.66	\$0.00	\$39.79
3	60	\$30.85	\$7.85	\$3.99	\$0.00	\$42.69
4	65	\$33.42	\$7.85	\$4.32	\$0.00	\$45.59
5	70	\$35.99	\$7.85	\$14.11	\$0.00	\$57.95
6	75	\$38.56	\$7.85	\$14.44	\$0.00	\$60.85
7	80	\$41.13	\$7.85	\$14.77	\$0.00	\$63.75
8	90	\$46.27	\$7.85	\$15.44	\$0.00	\$69.56

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

DEMO: ADZEMAN
LABORERS - ZONE 2

12/01/2017	\$37.65	\$7.70	\$14.75	\$0.00	\$60.10
06/01/2018	\$38.60	\$7.70	\$14.75	\$0.00	\$61.05
12/01/2018	\$39.55	\$7.70	\$14.75	\$0.00	\$62.00
06/01/2019	\$40.55	\$7.70	\$14.75	\$0.00	\$63.00
12/01/2019	\$41.55	\$7.70	\$14.75	\$0.00	\$64.00

For apprentice rates see "Apprentice- LABORER"

DEMO: BACKHOE/LOADER/HAMMER OPERATOR
LABORERS - ZONE 2

12/01/2017	\$38.65	\$7.70	\$14.75	\$0.00	\$61.10
06/01/2018	\$39.60	\$7.70	\$14.75	\$0.00	\$62.05
12/01/2018	\$40.55	\$7.70	\$14.75	\$0.00	\$63.00
06/01/2019	\$41.55	\$7.70	\$14.75	\$0.00	\$64.00
12/01/2019	\$42.55	\$7.70	\$14.75	\$0.00	\$65.00

For apprentice rates see "Apprentice- LABORER"

DEMO: BURNERS
LABORERS - ZONE 2

12/01/2017	\$38.40	\$7.70	\$14.75	\$0.00	\$60.85
06/01/2018	\$39.35	\$7.70	\$14.75	\$0.00	\$61.80
12/01/2018	\$40.30	\$7.70	\$14.75	\$0.00	\$62.75
06/01/2019	\$41.30	\$7.70	\$14.75	\$0.00	\$63.75
12/01/2019	\$42.30	\$7.70	\$14.75	\$0.00	\$64.75

For apprentice rates see "Apprentice- LABORER"

DEMO: CONCRETE CUTTER/SAWYER
LABORERS - ZONE 2

12/01/2017	\$38.65	\$7.70	\$14.75	\$0.00	\$61.10
06/01/2018	\$39.60	\$7.70	\$14.75	\$0.00	\$62.05
12/01/2018	\$40.55	\$7.70	\$14.75	\$0.00	\$63.00
06/01/2019	\$41.55	\$7.70	\$14.75	\$0.00	\$64.00
12/01/2019	\$42.55	\$7.70	\$14.75	\$0.00	\$65.00

For apprentice rates see "Apprentice- LABORER"

DEMO: JACKHAMMER OPERATOR
LABORERS - ZONE 2

12/01/2017	\$38.40	\$7.70	\$14.75	\$0.00	\$60.85
06/01/2018	\$39.35	\$7.70	\$14.75	\$0.00	\$61.80
12/01/2018	\$40.30	\$7.70	\$14.75	\$0.00	\$62.75
06/01/2019	\$41.30	\$7.70	\$14.75	\$0.00	\$63.75
12/01/2019	\$42.30	\$7.70	\$14.75	\$0.00	\$64.75

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- LABORER"						
DEMO: WRECKING LABORER	12/01/2017	\$37.65	\$7.70	\$14.75	\$0.00	\$60.10
LABORERS - ZONE 2	06/01/2018	\$38.60	\$7.70	\$14.75	\$0.00	\$61.05
	12/01/2018	\$39.55	\$7.70	\$14.75	\$0.00	\$62.00
	06/01/2019	\$40.55	\$7.70	\$14.75	\$0.00	\$63.00
	12/01/2019	\$41.55	\$7.70	\$14.75	\$0.00	\$64.00
For apprentice rates see "Apprentice- LABORER"						
DIRECTIONAL DRILL MACHINE OPERATOR	12/01/2017	\$46.17	\$10.50	\$15.50	\$0.00	\$72.17
OPERATING ENGINEERS LOCAL 4						
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
DIVER	08/01/2017	\$61.98	\$9.90	\$21.15	\$0.00	\$93.03
PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2018	\$65.20	\$9.90	\$21.15	\$0.00	\$96.25
	08/01/2019	\$68.52	\$9.90	\$21.15	\$0.00	\$99.57
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER	08/01/2017	\$44.27	\$9.90	\$21.15	\$0.00	\$75.32
PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2018	\$46.57	\$9.90	\$21.15	\$0.00	\$77.62
	08/01/2019	\$48.94	\$9.90	\$21.15	\$0.00	\$79.99
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER TENDER (EFFLUENT)	08/01/2017	\$66.41	\$9.90	\$21.15	\$0.00	\$97.46
PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2018	\$69.86	\$9.90	\$21.15	\$0.00	\$100.91
	08/01/2019	\$73.41	\$9.90	\$21.15	\$0.00	\$104.46
For apprentice rates see "Apprentice- PILE DRIVER"						
DIVER/SLURRY (EFFLUENT)	08/01/2017	\$92.97	\$9.90	\$21.15	\$0.00	\$124.02
PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2018	\$97.80	\$9.90	\$21.15	\$0.00	\$128.85
	08/01/2019	\$102.78	\$9.90	\$21.15	\$0.00	\$133.83
For apprentice rates see "Apprentice- PILE DRIVER"						
DRAWBRIDGE OPERATOR (Construction)	03/01/2018	\$50.15	\$13.00	\$17.85	\$0.00	\$81.00
ELECTRICIANS LOCAL 103	09/01/2018	\$51.34	\$13.00	\$17.89	\$0.00	\$82.23
	03/01/2019	\$52.53	\$13.00	\$17.93	\$0.00	\$83.46
For apprentice rates see "Apprentice- ELECTRICIAN"						
ELECTRICIAN	03/01/2018	\$50.15	\$13.00	\$17.85	\$0.00	\$81.00
ELECTRICIANS LOCAL 103	09/01/2018	\$51.34	\$13.00	\$17.89	\$0.00	\$82.23
	03/01/2019	\$52.53	\$13.00	\$17.93	\$0.00	\$83.46

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - *ELECTRICIAN - Local 103*

Effective Date - 03/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$20.06	\$13.00	\$0.60	\$0.00	\$33.66
2	40	\$20.06	\$13.00	\$0.60	\$0.00	\$33.66
3	45	\$22.57	\$13.00	\$13.61	\$0.00	\$49.18
4	45	\$22.57	\$13.00	\$13.61	\$0.00	\$49.18
5	50	\$25.08	\$13.00	\$13.99	\$0.00	\$52.07
6	55	\$27.58	\$13.00	\$14.38	\$0.00	\$54.96
7	60	\$30.09	\$13.00	\$14.76	\$0.00	\$57.85
8	65	\$32.60	\$13.00	\$15.15	\$0.00	\$60.75
9	70	\$35.11	\$13.00	\$15.53	\$0.00	\$63.64
10	75	\$37.61	\$13.00	\$15.93	\$0.00	\$66.54

Effective Date - 09/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$20.54	\$13.00	\$0.62	\$0.00	\$34.16
2	40	\$20.54	\$13.00	\$0.62	\$0.00	\$34.16
3	45	\$23.10	\$13.00	\$13.62	\$0.00	\$49.72
4	45	\$23.10	\$13.00	\$13.62	\$0.00	\$49.72
5	50	\$25.67	\$13.00	\$14.01	\$0.00	\$52.68
6	55	\$28.24	\$13.00	\$14.40	\$0.00	\$55.64
7	60	\$30.80	\$13.00	\$14.78	\$0.00	\$58.58
8	65	\$33.37	\$13.00	\$15.17	\$0.00	\$61.54
9	70	\$35.94	\$13.00	\$15.56	\$0.00	\$64.50
10	75	\$38.51	\$13.00	\$15.96	\$0.00	\$67.47

Notes :

App Prior 1/1/03; 30/35/40/45/50/55/65/70/75/80

Apprentice to Journeyworker Ratio:2:3***

ELEVATOR CONSTRUCTOR	01/01/2017	\$55.86	\$15.28	\$15.71	\$0.00	\$86.85
ELEVATOR CONSTRUCTORS LOCAL 4						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - ELEVATOR CONSTRUCTOR - Local 4						
Effective Date - 01/01/2017						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$27.93	\$15.28	\$0.00	\$0.00	\$43.21
2	55	\$30.72	\$15.28	\$15.71	\$0.00	\$61.71
3	65	\$36.31	\$15.28	\$15.71	\$0.00	\$67.30
4	70	\$39.10	\$15.28	\$15.71	\$0.00	\$70.09
5	80	\$44.69	\$15.28	\$15.71	\$0.00	\$75.68
Notes: Steps 1-2 are 6 mos.; Steps 3-5 are 1 year Apprentice to Journeyworker Ratio:1:1						
ELEVATOR CONSTRUCTOR HELPER ELEVATOR CONSTRUCTORS LOCAL 4	01/01/2017	\$39.10	\$15.28	\$15.71	\$0.00	\$70.09
For apprentice rates see "Apprentice - ELEVATOR CONSTRUCTOR"						
FENCE & GUARD RAIL ERECTOR LABORERS - ZONE 2	12/01/2017	\$33.08	\$7.70	\$13.60	\$0.00	\$54.38
	06/01/2018	\$33.92	\$7.70	\$13.60	\$0.00	\$55.22
	12/01/2018	\$34.76	\$7.70	\$13.60	\$0.00	\$56.06
	06/01/2019	\$35.63	\$7.70	\$13.60	\$0.00	\$56.93
	12/01/2019	\$36.49	\$7.70	\$13.60	\$0.00	\$57.79
	06/01/2020	\$37.38	\$7.70	\$13.60	\$0.00	\$58.68
	12/01/2020	\$38.27	\$7.70	\$13.60	\$0.00	\$59.57
	06/01/2021	\$39.19	\$7.70	\$13.60	\$0.00	\$60.49
	12/01/2021	\$40.10	\$7.70	\$13.60	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 4	11/01/2017	\$42.88	\$10.00	\$15.25	\$0.00	\$68.13
	05/01/2018	\$43.59	\$10.00	\$15.25	\$0.00	\$68.84
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 4	11/01/2017	\$44.34	\$10.00	\$15.25	\$0.00	\$69.59
	05/01/2018	\$45.06	\$10.00	\$15.25	\$0.00	\$70.31
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 4	11/01/2017	\$22.83	\$10.00	\$15.25	\$0.00	\$48.08
	05/01/2018	\$23.26	\$10.00	\$15.25	\$0.00	\$48.51
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
FIRE ALARM INSTALLER ELECTRICIANS LOCAL 103	03/01/2018	\$50.15	\$13.00	\$17.85	\$0.00	\$81.00
	09/01/2018	\$51.34	\$13.00	\$17.89	\$0.00	\$82.23
	03/01/2019	\$52.53	\$13.00	\$17.93	\$0.00	\$83.46
For apprentice rates see "Apprentice- ELECTRICIAN"						
FIRE ALARM REPAIR / MAINTENANCE / COMMISSIONINGELECTRICIANS LOCAL 103	03/01/2018	\$37.61	\$13.00	\$15.93	\$0.00	\$66.54
	09/01/2018	\$38.51	\$13.00	\$15.96	\$0.00	\$67.47
	03/01/2019	\$39.40	\$13.00	\$15.98	\$0.00	\$68.38
For apprentice rates see "Apprentice- TELECOMMUNICATIONS TECHNICIAN"						
FIREMAN (ASST. ENGINEER) OPERATING ENGINEERS LOCAL 4	12/01/2017	\$38.57	\$10.50	\$15.50	\$0.00	\$64.57
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FLAGGER & SIGNALER	12/01/2017	\$21.50	\$7.70	\$13.60	\$0.00	\$42.80
LABORERS - ZONE 2	06/01/2018	\$21.50	\$7.70	\$13.60	\$0.00	\$42.80
	12/01/2018	\$22.50	\$7.70	\$13.60	\$0.00	\$43.80
	06/01/2019	\$22.50	\$7.70	\$13.60	\$0.00	\$43.80
	12/01/2019	\$23.50	\$7.70	\$13.60	\$0.00	\$44.80
	06/01/2020	\$23.50	\$7.70	\$13.60	\$0.00	\$44.80
	12/01/2020	\$24.50	\$7.70	\$13.60	\$0.00	\$45.80
	06/01/2021	\$24.50	\$7.70	\$13.60	\$0.00	\$45.80
	12/01/2021	\$24.50	\$7.70	\$13.60	\$0.00	\$45.80

For apprentice rates see "Apprentice- LABORER"

FLOORCOVERER	03/01/2016	\$42.13	\$9.80	\$17.62	\$0.00	\$69.55
FLOORCOVERERS LOCAL 2168 ZONE 1						

Apprentice - FLOORCOVERER - Local 2168 Zone 1

Effective Date - 03/01/2016

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.07	\$9.80	\$1.79	\$0.00	\$32.66
2	55	\$23.17	\$9.80	\$1.79	\$0.00	\$34.76
3	60	\$25.28	\$9.80	\$12.25	\$0.00	\$47.33
4	65	\$27.38	\$9.80	\$12.25	\$0.00	\$49.43
5	70	\$29.49	\$9.80	\$14.04	\$0.00	\$53.33
6	75	\$31.60	\$9.80	\$14.04	\$0.00	\$55.44
7	80	\$33.70	\$9.80	\$15.83	\$0.00	\$59.33
8	85	\$35.81	\$9.80	\$15.83	\$0.00	\$61.44

Notes: Steps are 750 hrs.

% After 09/1/17; 45/45/55/55/70/70/80/80 (1500hr Steps)

Step 1&2 \$30.55/ 3&4 \$36.49/ 5&6 \$53.33/ 7&8 \$59.33

Apprentice to Journeyworker Ratio:1:1

FORK LIFT/CHERRY PICKER	12/01/2017	\$46.63	\$10.50	\$15.50	\$0.00	\$72.63
OPERATING ENGINEERS LOCAL 4						

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GENERATOR/LIGHTING PLANT/HEATERS	12/01/2017	\$31.80	\$10.50	\$15.50	\$0.00	\$57.80
OPERATING ENGINEERS LOCAL 4						

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)	01/01/2017	\$40.91	\$7.85	\$16.10	\$0.00	\$64.86
GLAZIERS LOCAL 35 (ZONE 2)						

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - GLAZIER - Local 35 Zone 2

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.46	\$7.85	\$0.00	\$0.00	\$28.31
2	55	\$22.50	\$7.85	\$3.66	\$0.00	\$34.01
3	60	\$24.55	\$7.85	\$3.99	\$0.00	\$36.39
4	65	\$26.59	\$7.85	\$4.32	\$0.00	\$38.76
5	70	\$28.64	\$7.85	\$14.11	\$0.00	\$50.60
6	75	\$30.68	\$7.85	\$14.44	\$0.00	\$52.97
7	80	\$32.73	\$7.85	\$14.77	\$0.00	\$55.35
8	90	\$36.82	\$7.85	\$15.44	\$0.00	\$60.11

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

HOISTING ENGINEER/CRANES/GRADALLS OPERATING ENGINEERS LOCAL 4	12/01/2017	\$46.63	\$10.50	\$15.50	\$0.00	\$72.63
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Apprentice - OPERATING ENGINEERS - Local 4

Effective Date - 12/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$25.65	\$10.50	\$0.00	\$0.00	\$36.15
2	60	\$27.98	\$10.50	\$15.50	\$0.00	\$53.98
3	65	\$30.31	\$10.50	\$15.50	\$0.00	\$56.31
4	70	\$32.64	\$10.50	\$15.50	\$0.00	\$58.64
5	75	\$34.97	\$10.50	\$15.50	\$0.00	\$60.97
6	80	\$37.30	\$10.50	\$15.50	\$0.00	\$63.30
7	85	\$39.64	\$10.50	\$15.50	\$0.00	\$65.64
8	90	\$41.97	\$10.50	\$15.50	\$0.00	\$67.97

Notes:

Apprentice to Journeyworker Ratio:1:6

HVAC (DUCTWORK) SHEETMETAL WORKERS LOCAL 17 - A	02/01/2018	\$44.11	\$12.20	\$24.12	\$2.41	\$82.84
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For apprentice rates see "Apprentice- SHEET METAL WORKER"

HVAC (ELECTRICAL CONTROLS) ELECTRICIANS LOCAL 103	03/01/2018	\$50.15	\$13.00	\$17.85	\$0.00	\$81.00
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09/01/2018 \$51.34 \$13.00 \$17.89 \$0.00 \$82.23

03/01/2019 \$52.53 \$13.00 \$17.93 \$0.00 \$83.46

For apprentice rates see "Apprentice- ELECTRICIAN"

HVAC (TESTING AND BALANCING - AIR) SHEETMETAL WORKERS LOCAL 17 - A	02/01/2018	\$44.11	\$12.20	\$24.12	\$2.41	\$82.84
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For apprentice rates see "Apprentice- SHEET METAL WORKER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC (TESTING AND BALANCING -WATER) PIPEFITTERS LOCAL 537	03/01/2017	\$51.19	\$9.70	\$18.14	\$0.00	\$79.03
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HVAC MECHANIC PIPEFITTERS LOCAL 537	03/01/2017	\$51.19	\$9.70	\$18.14	\$0.00	\$79.03
For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"						
HYDRAULIC DRILLS LABORERS - ZONE 2	12/01/2017	\$33.58	\$7.70	\$13.60	\$0.00	\$54.88
	06/01/2018	\$34.42	\$7.70	\$13.60	\$0.00	\$55.72
	12/01/2018	\$35.26	\$7.70	\$13.60	\$0.00	\$56.56
	06/01/2019	\$36.13	\$7.70	\$13.60	\$0.00	\$57.43
	12/01/2019	\$36.99	\$7.70	\$13.60	\$0.00	\$58.29
	06/01/2020	\$37.88	\$7.70	\$13.60	\$0.00	\$59.18
	12/01/2020	\$38.77	\$7.70	\$13.60	\$0.00	\$60.07
	06/01/2021	\$39.69	\$7.70	\$13.60	\$0.00	\$60.99
	12/01/2021	\$40.60	\$7.70	\$13.60	\$0.00	\$61.90
For apprentice rates see "Apprentice- LABORER"						
INSULATOR (PIPES & TANKS) HEAT & FROST INSULATORS LOCAL 6 (BOSTON)	09/01/2017	\$47.09	\$11.75	\$14.20	\$0.00	\$73.04
	09/01/2018	\$49.34	\$11.75	\$14.20	\$0.00	\$75.29
	09/01/2019	\$51.84	\$11.75	\$14.20	\$0.00	\$77.79

Apprentice - ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Boston

Effective Date - 09/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.55	\$11.75	\$10.45	\$0.00	\$45.75
2	60	\$28.25	\$11.75	\$11.20	\$0.00	\$51.20
3	70	\$32.96	\$11.75	\$11.95	\$0.00	\$56.66
4	80	\$37.67	\$11.75	\$12.70	\$0.00	\$62.12

Effective Date - 09/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$24.67	\$11.75	\$10.45	\$0.00	\$46.87
2	60	\$29.60	\$11.75	\$11.20	\$0.00	\$52.55
3	70	\$34.54	\$11.75	\$11.95	\$0.00	\$58.24
4	80	\$39.47	\$11.75	\$12.70	\$0.00	\$63.92

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio:1:4

IRONWORKER/WELDER IRONWORKERS LOCAL 7 (BOSTON AREA)	03/16/2017	\$44.65	\$7.80	\$20.85	\$0.00	\$73.30
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Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - IRONWORKER - Local 7 Boston

Effective Date - 03/16/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$26.79	\$7.80	\$20.85	\$0.00	\$55.44
2	70	\$31.26	\$7.80	\$20.85	\$0.00	\$59.91
3	75	\$33.49	\$7.80	\$20.85	\$0.00	\$62.14
4	80	\$35.72	\$7.80	\$20.85	\$0.00	\$64.37
5	85	\$37.95	\$7.80	\$20.85	\$0.00	\$66.60
6	90	\$40.19	\$7.80	\$20.85	\$0.00	\$68.84

Notes: ** Structural 1:6; Ornamental 1:4 Apprentice to Journeyworker Ratio:**						
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JACKHAMMER & PAVING BREAKER OPERATOR LABORERS - ZONE 2	12/01/2017	\$33.08	\$7.70	\$13.60	\$0.00	\$54.38
	06/01/2018	\$33.92	\$7.70	\$13.60	\$0.00	\$55.22
	12/01/2018	\$34.76	\$7.70	\$13.60	\$0.00	\$56.06
	06/01/2019	\$35.63	\$7.70	\$13.60	\$0.00	\$56.93
	12/01/2019	\$36.49	\$7.70	\$13.60	\$0.00	\$57.79
	06/01/2020	\$37.38	\$7.70	\$13.60	\$0.00	\$58.68
	12/01/2020	\$38.27	\$7.70	\$13.60	\$0.00	\$59.57
	06/01/2021	\$39.19	\$7.70	\$13.60	\$0.00	\$60.49
For apprentice rates see "Apprentice- LABORER"						
LABORER LABORERS - ZONE 2	12/01/2017	\$32.83	\$7.70	\$13.60	\$0.00	\$54.13
	06/01/2018	\$33.67	\$7.70	\$13.60	\$0.00	\$54.97
	12/01/2018	\$34.51	\$7.70	\$13.60	\$0.00	\$55.81
	06/01/2019	\$35.38	\$7.70	\$13.60	\$0.00	\$56.68
	12/01/2019	\$36.24	\$7.70	\$13.60	\$0.00	\$57.54
	06/01/2020	\$37.13	\$7.70	\$13.60	\$0.00	\$58.43
	12/01/2020	\$38.02	\$7.70	\$13.60	\$0.00	\$59.32
	06/01/2021	\$38.94	\$7.70	\$13.60	\$0.00	\$60.24
	12/01/2021	\$39.85	\$7.70	\$13.60	\$0.00	\$61.15

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - LABORER - Zone 2

Effective Date - 12/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.70	\$7.70	\$13.60	\$0.00	\$41.00
2	70	\$22.98	\$7.70	\$13.60	\$0.00	\$44.28
3	80	\$26.26	\$7.70	\$13.60	\$0.00	\$47.56
4	90	\$29.55	\$7.70	\$13.60	\$0.00	\$50.85

Effective Date - 06/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$20.20	\$7.70	\$13.60	\$0.00	\$41.50
2	70	\$23.57	\$7.70	\$13.60	\$0.00	\$44.87
3	80	\$26.94	\$7.70	\$13.60	\$0.00	\$48.24
4	90	\$30.30	\$7.70	\$13.60	\$0.00	\$51.60

Notes:

Apprentice to Journeyworker Ratio:1:5

LABORER: CARPENTER TENDER LABORERS - ZONE 2	12/01/2017	\$32.83	\$7.70	\$13.60	\$0.00	\$54.13
	06/01/2018	\$33.67	\$7.70	\$13.60	\$0.00	\$54.97
	12/01/2018	\$34.51	\$7.70	\$13.60	\$0.00	\$55.81
	06/01/2019	\$35.38	\$7.70	\$13.60	\$0.00	\$56.68
	12/01/2019	\$36.24	\$7.70	\$13.60	\$0.00	\$57.54
	06/01/2020	\$37.13	\$7.70	\$13.60	\$0.00	\$58.43
	12/01/2020	\$38.02	\$7.70	\$13.60	\$0.00	\$59.32
	06/01/2021	\$38.94	\$7.70	\$13.60	\$0.00	\$60.24
For apprentice rates see "Apprentice- LABORER"						
LABORER: CEMENT FINISHER TENDER LABORERS - ZONE 2	12/01/2017	\$32.83	\$7.70	\$13.60	\$0.00	\$54.13
	06/01/2018	\$33.67	\$7.70	\$13.60	\$0.00	\$54.97
	12/01/2018	\$34.51	\$7.70	\$13.60	\$0.00	\$55.81
	06/01/2019	\$35.38	\$7.70	\$13.60	\$0.00	\$56.68
	12/01/2019	\$36.24	\$7.70	\$13.60	\$0.00	\$57.54
	06/01/2020	\$37.13	\$7.70	\$13.60	\$0.00	\$58.43
	12/01/2020	\$38.02	\$7.70	\$13.60	\$0.00	\$59.32
	06/01/2021	\$38.94	\$7.70	\$13.60	\$0.00	\$60.24
For apprentice rates see "Apprentice- LABORER"						
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER LABORERS - ZONE 2	12/01/2017	\$33.03	\$7.70	\$13.55	\$0.00	\$54.28
	06/01/2018	\$33.87	\$7.70	\$13.55	\$0.00	\$55.12
	12/01/2018	\$34.71	\$7.70	\$13.55	\$0.00	\$55.96
	06/01/2019	\$35.58	\$7.70	\$13.55	\$0.00	\$56.83
	12/01/2019	\$36.44	\$7.70	\$13.55	\$0.00	\$57.69
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: MASON TENDER <i>LABORERS - ZONE 2</i>	12/01/2017	\$33.08	\$7.70	\$13.60	\$0.00	\$54.38
	06/01/2018	\$33.92	\$7.70	\$13.60	\$0.00	\$55.22
	12/01/2018	\$34.76	\$7.70	\$13.60	\$0.00	\$56.06
	06/01/2019	\$35.63	\$7.70	\$13.60	\$0.00	\$56.93
	12/01/2019	\$36.49	\$7.70	\$13.60	\$0.00	\$57.79
	06/01/2020	\$37.38	\$7.70	\$13.60	\$0.00	\$58.68
	12/01/2020	\$38.27	\$7.70	\$13.60	\$0.00	\$59.57
	06/01/2021	\$39.19	\$7.70	\$13.60	\$0.00	\$60.49
	12/01/2021	\$40.10	\$7.70	\$13.60	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
LABORER: MULTI-TRADE TENDER <i>LABORERS - ZONE 2</i>	12/01/2017	\$32.83	\$7.70	\$13.60	\$0.00	\$54.13
	06/01/2018	\$33.67	\$7.70	\$13.60	\$0.00	\$54.97
	12/01/2018	\$34.51	\$7.70	\$13.60	\$0.00	\$55.81
	06/01/2019	\$35.38	\$7.70	\$13.60	\$0.00	\$56.68
	12/01/2019	\$36.24	\$7.70	\$13.60	\$0.00	\$57.54
	06/01/2020	\$37.13	\$7.70	\$13.60	\$0.00	\$58.43
	12/01/2020	\$38.02	\$7.70	\$13.60	\$0.00	\$59.32
	06/01/2021	\$38.94	\$7.70	\$13.60	\$0.00	\$60.24
	12/01/2021	\$39.85	\$7.70	\$13.60	\$0.00	\$61.15
For apprentice rates see "Apprentice- LABORER"						
LABORER: TREE REMOVER <i>LABORERS - ZONE 2</i>	12/01/2017	\$32.83	\$7.70	\$13.60	\$0.00	\$54.13
	06/01/2018	\$33.67	\$7.70	\$13.60	\$0.00	\$54.97
	12/01/2018	\$34.51	\$7.70	\$13.60	\$0.00	\$55.81
	06/01/2019	\$35.38	\$7.70	\$13.60	\$0.00	\$56.68
	12/01/2019	\$36.24	\$7.70	\$13.60	\$0.00	\$57.54
	06/01/2020	\$37.13	\$7.70	\$13.60	\$0.00	\$58.43
	12/01/2020	\$38.02	\$7.70	\$13.60	\$0.00	\$59.32
	06/01/2021	\$38.94	\$7.70	\$13.60	\$0.00	\$60.24
	12/01/2021	\$39.85	\$7.70	\$13.60	\$0.00	\$61.15
This classification applies to all tree work associated with the removal of standing trees, and trimming and removal of branches and limbs when the work is not done for a utility company for the purpose of operation, maintenance or repair of utility company equipment. For apprentice rates see "Apprentice- LABORER"						
LASER BEAM OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2017	\$33.08	\$7.70	\$13.60	\$0.00	\$54.38
	06/01/2018	\$33.92	\$7.70	\$13.60	\$0.00	\$55.22
	12/01/2018	\$34.76	\$7.70	\$13.60	\$0.00	\$56.06
	06/01/2019	\$35.63	\$7.70	\$13.60	\$0.00	\$56.93
	12/01/2019	\$36.49	\$7.70	\$13.60	\$0.00	\$57.79
	06/01/2020	\$37.38	\$7.70	\$13.60	\$0.00	\$58.68
	12/01/2020	\$38.27	\$7.70	\$13.60	\$0.00	\$59.57
	06/01/2021	\$39.19	\$7.70	\$13.60	\$0.00	\$60.49
	12/01/2021	\$40.10	\$7.70	\$13.60	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
MARBLE & TILE FINISHERS BRICKLAYERS LOCAL 3 - MARBLE & TILE	02/01/2018	\$39.82	\$10.75	\$18.34	\$0.00	\$68.91
	08/01/2018	\$40.90	\$10.75	\$18.47	\$0.00	\$70.12
	02/01/2019	\$41.41	\$10.75	\$18.47	\$0.00	\$70.63
	08/01/2019	\$42.49	\$10.75	\$18.61	\$0.00	\$71.85
	02/01/2020	\$43.00	\$10.75	\$18.61	\$0.00	\$72.36
	08/01/2020	\$44.08	\$10.75	\$18.76	\$0.00	\$73.59
	02/01/2021	\$44.59	\$10.75	\$18.76	\$0.00	\$74.10
	08/01/2021	\$45.71	\$10.75	\$18.92	\$0.00	\$75.38
	02/01/2022	\$46.18	\$10.75	\$18.92	\$0.00	\$75.85

Apprentice - MARBLE & TILE FINISHER - Local 3 Marble & Tile

Effective Date - 02/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.91	\$10.75	\$18.34	\$0.00	\$49.00
2	60	\$23.89	\$10.75	\$18.34	\$0.00	\$52.98
3	70	\$27.87	\$10.75	\$18.34	\$0.00	\$56.96
4	80	\$31.86	\$10.75	\$18.34	\$0.00	\$60.95
5	90	\$35.84	\$10.75	\$18.34	\$0.00	\$64.93

Effective Date - 08/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.45	\$10.75	\$18.47	\$0.00	\$49.67
2	60	\$24.54	\$10.75	\$18.47	\$0.00	\$53.76
3	70	\$28.63	\$10.75	\$18.47	\$0.00	\$57.85
4	80	\$32.72	\$10.75	\$18.47	\$0.00	\$61.94
5	90	\$36.81	\$10.75	\$18.47	\$0.00	\$66.03

Notes:

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS, TILELAYERS & TERRAZZO MBCH BRICKLAYERS LOCAL 3 - MARBLE & TILE	02/01/2018	\$52.10	\$10.75	\$20.03	\$0.00	\$82.88
	08/01/2018	\$53.45	\$10.75	\$20.16	\$0.00	\$84.36
	02/01/2019	\$54.07	\$10.75	\$20.16	\$0.00	\$84.98
	08/01/2019	\$55.42	\$10.75	\$20.30	\$0.00	\$86.47
	02/01/2020	\$56.05	\$10.75	\$20.30	\$0.00	\$87.10
	08/01/2020	\$57.40	\$10.75	\$20.45	\$0.00	\$88.60
	02/01/2021	\$58.04	\$10.75	\$20.45	\$0.00	\$89.24
	08/01/2021	\$59.44	\$10.75	\$20.61	\$0.00	\$90.80
	02/01/2022	\$60.01	\$10.75	\$20.61	\$0.00	\$91.37

Classification

Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile

Effective Date - 02/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.05	\$10.75	\$20.03	\$0.00	\$56.83
2	60	\$31.26	\$10.75	\$20.03	\$0.00	\$62.04
3	70	\$36.47	\$10.75	\$20.03	\$0.00	\$67.25
4	80	\$41.68	\$10.75	\$20.03	\$0.00	\$72.46
5	90	\$46.89	\$10.75	\$20.03	\$0.00	\$77.67

Effective Date - 08/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.73	\$10.75	\$20.16	\$0.00	\$57.64
2	60	\$32.07	\$10.75	\$20.16	\$0.00	\$62.98
3	70	\$37.42	\$10.75	\$20.16	\$0.00	\$68.33
4	80	\$42.76	\$10.75	\$20.16	\$0.00	\$73.67
5	90	\$48.11	\$10.75	\$20.16	\$0.00	\$79.02

Notes:

Apprentice to Journeyworker Ratio:1:5

MECH. SWEEPER OPERATOR (ON CONST. SITES) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2017	\$46.17	\$10.50	\$15.50	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MECHANICS MAINTENANCE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2017	\$46.17	\$10.50	\$15.50	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
MILLWRIGHT (Zone 2) <i>MILLWRIGHTS LOCAL 1121 - Zone 2</i>	10/01/2017	\$36.32	\$9.90	\$18.50	\$0.00	\$64.72
	04/01/2018	\$37.17	\$9.90	\$18.50	\$0.00	\$65.57
	10/01/2018	\$38.02	\$9.90	\$18.50	\$0.00	\$66.42
	04/01/2019	\$38.87	\$9.90	\$18.50	\$0.00	\$67.27

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - MILLWRIGHT - Local 1121 Zone 2						
Effective Date - 10/01/2017						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$19.98	\$9.90	\$5.31	\$0.00	\$35.19
2	65	\$23.61	\$9.90	\$15.13	\$0.00	\$48.64
3	75	\$27.24	\$9.90	\$16.10	\$0.00	\$53.24
4	85	\$30.87	\$9.90	\$17.06	\$0.00	\$57.83
Effective Date - 04/01/2018						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$20.44	\$9.90	\$5.31	\$0.00	\$35.65
2	65	\$24.16	\$9.90	\$15.13	\$0.00	\$49.19
3	75	\$27.88	\$9.90	\$16.10	\$0.00	\$53.88
4	85	\$31.59	\$9.90	\$17.06	\$0.00	\$58.55
Notes:						
Steps are 2,000 hours						
Apprentice to Journeyworker Ratio:1:5						
MORTAR MIXER	12/01/2017	\$33.08	\$7.70	\$13.60	\$0.00	\$54.38
LABORERS - ZONE 2	06/01/2018	\$33.92	\$7.70	\$13.60	\$0.00	\$55.22
	12/01/2018	\$34.76	\$7.70	\$13.60	\$0.00	\$56.06
	06/01/2019	\$35.63	\$7.70	\$13.60	\$0.00	\$56.93
	12/01/2019	\$36.49	\$7.70	\$13.60	\$0.00	\$57.79
	06/01/2020	\$37.38	\$7.70	\$13.60	\$0.00	\$58.68
	12/01/2020	\$38.27	\$7.70	\$13.60	\$0.00	\$59.57
	06/01/2021	\$39.19	\$7.70	\$13.60	\$0.00	\$60.49
	12/01/2021	\$40.10	\$7.70	\$13.60	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
OILER (OTHER THAN TRUCK CRANES,GRADALLS)	12/01/2017	\$23.24	\$10.50	\$15.50	\$0.00	\$49.24
OPERATING ENGINEERS LOCAL 4						
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OILER (TRUCK CRANES, GRADALLS)	12/01/2017	\$27.40	\$10.50	\$15.50	\$0.00	\$53.40
OPERATING ENGINEERS LOCAL 4						
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
OTHER POWER DRIVEN EQUIPMENT - CLASS II	12/01/2017	\$46.17	\$10.50	\$15.50	\$0.00	\$72.17
OPERATING ENGINEERS LOCAL 4						
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PAINTER (BRIDGES/TANKS)	01/01/2017	\$51.41	\$7.85	\$16.10	\$0.00	\$75.36
PAINTERS LOCAL 35 - ZONE 2						

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.71	\$7.85	\$0.00	\$0.00	\$33.56
2	55	\$28.28	\$7.85	\$3.66	\$0.00	\$39.79
3	60	\$30.85	\$7.85	\$3.99	\$0.00	\$42.69
4	65	\$33.42	\$7.85	\$4.32	\$0.00	\$45.59
5	70	\$35.99	\$7.85	\$14.11	\$0.00	\$57.95
6	75	\$38.56	\$7.85	\$14.44	\$0.00	\$60.85
7	80	\$41.13	\$7.85	\$14.77	\$0.00	\$63.75
8	90	\$46.27	\$7.85	\$15.44	\$0.00	\$69.56

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, NEW) * 01/01/2017 \$42.31 \$7.85 \$16.10 \$0.00 \$66.26

* If 30% or more of surfaces to be painted are new construction,

NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2

Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - New

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.16	\$7.85	\$0.00	\$0.00	\$29.01
2	55	\$23.27	\$7.85	\$3.66	\$0.00	\$34.78
3	60	\$25.39	\$7.85	\$3.99	\$0.00	\$37.23
4	65	\$27.50	\$7.85	\$4.32	\$0.00	\$39.67
5	70	\$29.62	\$7.85	\$14.11	\$0.00	\$51.58
6	75	\$31.73	\$7.85	\$14.44	\$0.00	\$54.02
7	80	\$33.85	\$7.85	\$14.77	\$0.00	\$56.47
8	90	\$38.08	\$7.85	\$15.44	\$0.00	\$61.37

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (SPRAY OR SANDBLAST, REPAINT) 01/01/2017 \$40.37 \$7.85 \$16.10 \$0.00 \$64.32

PAINTERS LOCAL 35 - ZONE 2

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
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Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.19	\$7.85	\$0.00	\$0.00	\$28.04
2	55	\$22.20	\$7.85	\$3.66	\$0.00	\$33.71
3	60	\$24.22	\$7.85	\$3.99	\$0.00	\$36.06
4	65	\$26.24	\$7.85	\$4.32	\$0.00	\$38.41
5	70	\$28.26	\$7.85	\$14.11	\$0.00	\$50.22
6	75	\$30.28	\$7.85	\$14.44	\$0.00	\$52.57
7	80	\$32.30	\$7.85	\$14.77	\$0.00	\$54.92
8	90	\$36.33	\$7.85	\$15.44	\$0.00	\$59.62

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER (TRAFFIC MARKINGS)	12/01/2017	\$32.83	\$7.70	\$13.60	\$0.00	\$54.13
LABORERS - ZONE 2	06/01/2018	\$33.67	\$7.70	\$13.60	\$0.00	\$54.97
	12/01/2018	\$34.51	\$7.70	\$13.60	\$0.00	\$55.81
	06/01/2019	\$35.38	\$7.70	\$13.60	\$0.00	\$56.68
	12/01/2019	\$36.24	\$7.70	\$13.60	\$0.00	\$57.54
	06/01/2020	\$37.13	\$7.70	\$13.60	\$0.00	\$58.43
	12/01/2020	\$38.02	\$7.70	\$13.60	\$0.00	\$59.32
	06/01/2021	\$38.94	\$7.70	\$13.60	\$0.00	\$60.24
	12/01/2021	\$39.85	\$7.70	\$13.60	\$0.00	\$61.15

For Apprentice rates see "Apprentice- LABORER"

PAINTER / TAPER (BRUSH, NEW) *	01/01/2017	\$40.91	\$7.85	\$16.10	\$0.00	\$64.86
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* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.46	\$7.85	\$0.00	\$0.00	\$28.31
2	55	\$22.50	\$7.85	\$3.66	\$0.00	\$34.01
3	60	\$24.55	\$7.85	\$3.99	\$0.00	\$36.39
4	65	\$26.59	\$7.85	\$4.32	\$0.00	\$38.76
5	70	\$28.64	\$7.85	\$14.11	\$0.00	\$50.60
6	75	\$30.68	\$7.85	\$14.44	\$0.00	\$52.97
7	80	\$32.73	\$7.85	\$14.77	\$0.00	\$55.35
8	90	\$36.82	\$7.85	\$15.44	\$0.00	\$60.11

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PAINTER / TAPER (BRUSH, REPAINT)	01/01/2017	\$38.97	\$7.85	\$16.10	\$0.00	\$62.92
PAINTERS LOCAL 35 - ZONE 2						

Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT

Effective Date - 01/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$19.49	\$7.85	\$0.00	\$0.00	\$27.34
2	55	\$21.43	\$7.85	\$3.66	\$0.00	\$32.94
3	60	\$23.38	\$7.85	\$3.99	\$0.00	\$35.22
4	65	\$25.33	\$7.85	\$4.32	\$0.00	\$37.50
5	70	\$27.28	\$7.85	\$14.11	\$0.00	\$49.24
6	75	\$29.23	\$7.85	\$14.44	\$0.00	\$51.52
7	80	\$31.18	\$7.85	\$14.77	\$0.00	\$53.80
8	90	\$35.07	\$7.85	\$15.44	\$0.00	\$58.36

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

PANEL & PICKUP TRUCKS DRIVER	12/01/2012	\$30.28	\$9.07	\$8.00	\$0.00	\$47.35
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B						

PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK)	08/01/2017	\$44.27	\$9.90	\$21.15	\$0.00	\$75.32
PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2018	\$46.57	\$9.90	\$21.15	\$0.00	\$77.62
	08/01/2019	\$48.94	\$9.90	\$21.15	\$0.00	\$79.99

For apprentice rates see "Apprentice- PILE DRIVER"

PILE DRIVER	08/01/2017	\$44.27	\$9.90	\$21.15	\$0.00	\$75.32
PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2018	\$46.57	\$9.90	\$21.15	\$0.00	\$77.62
	08/01/2019	\$48.94	\$9.90	\$21.15	\$0.00	\$79.99

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - PILE DRIVER - Local 56 Zone 1

Effective Date - 08/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.14	\$9.90	\$21.15	\$0.00	\$53.19
2	60	\$26.56	\$9.90	\$21.15	\$0.00	\$57.61
3	70	\$30.99	\$9.90	\$21.15	\$0.00	\$62.04
4	75	\$33.20	\$9.90	\$21.15	\$0.00	\$64.25
5	80	\$35.42	\$9.90	\$21.15	\$0.00	\$66.47
6	80	\$35.42	\$9.90	\$21.15	\$0.00	\$66.47
7	90	\$39.84	\$9.90	\$21.15	\$0.00	\$70.89
8	90	\$39.84	\$9.90	\$21.15	\$0.00	\$70.89

Effective Date - 08/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.29	\$9.90	\$21.15	\$0.00	\$54.34
2	60	\$27.94	\$9.90	\$21.15	\$0.00	\$58.99
3	70	\$32.60	\$9.90	\$21.15	\$0.00	\$63.65
4	75	\$34.93	\$9.90	\$21.15	\$0.00	\$65.98
5	80	\$37.26	\$9.90	\$21.15	\$0.00	\$68.31
6	80	\$37.26	\$9.90	\$21.15	\$0.00	\$68.31
7	90	\$41.91	\$9.90	\$21.15	\$0.00	\$72.96
8	90	\$41.91	\$9.90	\$21.15	\$0.00	\$72.96

Notes:

Apprentice to Journeyworker Ratio:1:5

PIPEFITTER & STEAMFITTER
PIPEFITTERS LOCAL 537

03/01/2017 \$51.19 \$9.70 \$18.14 \$0.00 \$79.03

Apprentice - PIPEFITTER - Local 537

Effective Date - 03/01/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$20.48	\$9.70	\$7.50	\$0.00	\$37.68
2	45	\$23.04	\$9.70	\$18.14	\$0.00	\$50.88
3	60	\$30.71	\$9.70	\$18.14	\$0.00	\$58.55
4	70	\$35.83	\$9.70	\$18.14	\$0.00	\$63.67
5	80	\$40.95	\$9.70	\$18.14	\$0.00	\$68.79

Notes:

** 1:3; 3:15; 1:10 thereafter / Steps are 1 yr.

Refrig/AC Mechanic **1:1;1:2;2:4;3:6;4:8;5:10;6:12;7:14;8:17;9:20;10:23(Max)

Apprentice to Journeyworker Ratio:**

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PIPELAYER	12/01/2017	\$33.08	\$7.70	\$13.60	\$0.00	\$54.38
LABORERS - ZONE 2	06/01/2018	\$33.92	\$7.70	\$13.60	\$0.00	\$55.22
	12/01/2018	\$34.76	\$7.70	\$13.60	\$0.00	\$56.06
	06/01/2019	\$35.63	\$7.70	\$13.60	\$0.00	\$56.93
	12/01/2019	\$36.49	\$7.70	\$13.60	\$0.00	\$57.79
	06/01/2020	\$37.38	\$7.70	\$13.60	\$0.00	\$58.68
	12/01/2020	\$38.27	\$7.70	\$13.60	\$0.00	\$59.57
	06/01/2021	\$39.19	\$7.70	\$13.60	\$0.00	\$60.49
	12/01/2021	\$40.10	\$7.70	\$13.60	\$0.00	\$61.40

For apprentice rates see "Apprentice- LABORER"

PLUMBERS & GASFITTERS	03/01/2018	\$54.69	\$11.57	\$15.76	\$0.00	\$82.02
PLUMBERS & GASFITTERS LOCAL 12	09/01/2018	\$56.19	\$11.57	\$15.76	\$0.00	\$83.52
	03/01/2019	\$57.69	\$11.57	\$15.76	\$0.00	\$85.02
	09/01/2019	\$59.19	\$11.57	\$15.76	\$0.00	\$86.52
	03/01/2020	\$60.69	\$11.57	\$15.76	\$0.00	\$88.02
	09/01/2020	\$62.19	\$11.57	\$15.76	\$0.00	\$89.52
	03/01/2021	\$63.69	\$11.57	\$15.76	\$0.00	\$91.02

Apprentice - PLUMBER/GASFITTER - Local 12

Effective Date - 03/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$19.14	\$11.57	\$5.72	\$0.00	\$36.43
2	40	\$21.88	\$11.57	\$6.49	\$0.00	\$39.94
3	55	\$30.08	\$11.57	\$8.81	\$0.00	\$50.46
4	65	\$35.55	\$11.57	\$10.36	\$0.00	\$57.48
5	75	\$41.02	\$11.57	\$11.90	\$0.00	\$64.49

Effective Date - 09/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$19.67	\$11.57	\$5.72	\$0.00	\$36.96
2	40	\$22.48	\$11.57	\$6.49	\$0.00	\$40.54
3	55	\$30.90	\$11.57	\$8.82	\$0.00	\$51.29
4	65	\$36.52	\$11.57	\$10.36	\$0.00	\$58.45
5	75	\$42.14	\$11.57	\$11.90	\$0.00	\$65.61

Notes:

** 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr
Step4 with lic\$61.00, Step5 with lic\$67.99

Apprentice to Journeyworker Ratio:**

PNEUMATIC CONTROLS (TEMP.)	03/01/2017	\$51.19	\$9.70	\$18.14	\$0.00	\$79.03
PIPEFITTERS LOCAL 537						

For apprentice rates see "Apprentice- PIPEFITTER" or "PLUMBER/PIPEFITTER"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PNEUMATIC DRILL/TOOL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2017	\$33.08	\$7.70	\$13.60	\$0.00	\$54.38
	06/01/2018	\$33.92	\$7.70	\$13.60	\$0.00	\$55.22
	12/01/2018	\$34.76	\$7.70	\$13.60	\$0.00	\$56.06
	06/01/2019	\$35.63	\$7.70	\$13.60	\$0.00	\$56.93
	12/01/2019	\$36.49	\$7.70	\$13.60	\$0.00	\$57.79
	06/01/2020	\$37.38	\$7.70	\$13.60	\$0.00	\$58.68
	12/01/2020	\$38.27	\$7.70	\$13.60	\$0.00	\$59.57
	06/01/2021	\$39.19	\$7.70	\$13.60	\$0.00	\$60.49
	12/01/2021	\$40.10	\$7.70	\$13.60	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
POWDERMAN & BLASTER <i>LABORERS - ZONE 2</i>	12/01/2017	\$33.83	\$7.70	\$13.60	\$0.00	\$55.13
	06/01/2018	\$34.67	\$7.70	\$13.60	\$0.00	\$55.97
	12/01/2018	\$35.51	\$7.70	\$13.60	\$0.00	\$56.81
	06/01/2019	\$36.38	\$7.70	\$13.60	\$0.00	\$57.68
	12/01/2019	\$37.24	\$7.70	\$13.60	\$0.00	\$58.54
	06/01/2020	\$38.13	\$7.70	\$13.60	\$0.00	\$59.43
	12/01/2020	\$39.02	\$7.70	\$13.60	\$0.00	\$60.32
	06/01/2021	\$39.94	\$7.70	\$13.60	\$0.00	\$61.24
	12/01/2021	\$40.85	\$7.70	\$13.60	\$0.00	\$62.15
For apprentice rates see "Apprentice- LABORER"						
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2017	\$46.63	\$10.50	\$15.50	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2017	\$46.63	\$10.50	\$15.50	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2017	\$31.80	\$10.50	\$15.50	\$0.00	\$57.80
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
READY MIX CONCRETE DRIVERS after 4/30/10 (Drivers Hired After 4/30/2010) <i>TEAMSTERS LOCAL 25c</i>	07/01/2017	\$28.18	\$8.48	\$9.72	\$0.00	\$46.38
READY-MIX CONCRETE DRIVER <i>TEAMSTERS LOCAL 25c</i>	07/01/2017	\$29.48	\$8.48	\$9.72	\$0.00	\$47.68
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2017	\$46.17	\$10.50	\$15.50	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
RIDE-ON MOTORIZED BUGGY OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2017	\$33.08	\$7.70	\$13.60	\$0.00	\$54.38
	06/01/2018	\$33.92	\$7.70	\$13.60	\$0.00	\$55.22
	12/01/2018	\$34.76	\$7.70	\$13.60	\$0.00	\$56.06
	06/01/2019	\$35.63	\$7.70	\$13.60	\$0.00	\$56.93
	12/01/2019	\$36.49	\$7.70	\$13.60	\$0.00	\$57.79
	06/01/2020	\$37.38	\$7.70	\$13.60	\$0.00	\$58.68
	12/01/2020	\$38.27	\$7.70	\$13.60	\$0.00	\$59.57
	06/01/2021	\$39.19	\$7.70	\$13.60	\$0.00	\$60.49
	12/01/2021	\$40.10	\$7.70	\$13.60	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2017	\$46.17	\$10.50	\$15.50	\$0.00	\$72.17
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ROOFER (Inc.Roofing Waterproofing &Roofing Dampproofg) ROOFERS LOCAL 33	02/01/2018	\$42.36	\$11.35	\$14.80	\$0.00	\$68.51
	08/01/2018	\$43.46	\$11.35	\$14.80	\$0.00	\$69.61
	02/01/2019	\$44.61	\$11.35	\$14.80	\$0.00	\$70.76

Apprentice - ROOFER - Local 33

Effective Date - 02/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.18	\$11.35	\$3.44	\$0.00	\$35.97
2	60	\$25.42	\$11.35	\$14.80	\$0.00	\$51.57
3	65	\$27.53	\$11.35	\$14.80	\$0.00	\$53.68
4	75	\$31.77	\$11.35	\$14.80	\$0.00	\$57.92
5	85	\$36.01	\$11.35	\$14.80	\$0.00	\$62.16

Effective Date - 08/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.73	\$11.35	\$3.44	\$0.00	\$36.52
2	60	\$26.08	\$11.35	\$14.80	\$0.00	\$52.23
3	65	\$28.25	\$11.35	\$14.80	\$0.00	\$54.40
4	75	\$32.60	\$11.35	\$14.80	\$0.00	\$58.75
5	85	\$36.94	\$11.35	\$14.80	\$0.00	\$63.09

Notes: ** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1
Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.
(Hot Pitch Mechanics' receive \$1.00 hr. above ROOFER)
Apprentice to Journeyworker Ratio:**

ROOFER SLATE / TILE / PRECAST CONCRETE ROOFERS LOCAL 33	02/01/2018	\$42.61	\$11.35	\$14.80	\$0.00	\$68.76
	08/01/2018	\$43.71	\$11.35	\$14.80	\$0.00	\$69.86
	02/01/2019	\$44.86	\$11.35	\$14.80	\$0.00	\$71.01
For apprentice rates see "Apprentice- ROOFER"						
SHEETMETAL WORKER SHEETMETAL WORKERS LOCAL 17 - A	02/01/2018	\$44.11	\$12.20	\$24.12	\$2.41	\$82.84

Classification

Effective Date Base Wage Health Pension Supplemental
Unemployment Total Rate

Apprentice - SHEET METAL WORKER - Local 17-A

Effective Date - 02/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.64	\$12.20	\$5.61	\$0.00	\$35.45
2	40	\$17.64	\$12.20	\$5.61	\$0.00	\$35.45
3	45	\$19.85	\$12.20	\$10.85	\$1.29	\$44.19
4	45	\$19.85	\$12.20	\$10.85	\$1.29	\$44.19
5	50	\$22.06	\$12.20	\$11.80	\$1.38	\$47.44
6	50	\$22.06	\$12.20	\$12.05	\$1.39	\$47.70
7	60	\$26.47	\$12.20	\$13.70	\$1.57	\$53.94
8	65	\$28.67	\$12.20	\$14.65	\$1.67	\$57.19
9	75	\$33.08	\$12.20	\$16.56	\$1.86	\$63.70
10	85	\$37.49	\$12.20	\$17.96	\$2.03	\$69.68

Notes:

Steps are 6 mos.

Apprentice to Journeyworker Ratio:1:4

SIGN ERECTOR	06/01/2013	\$25.81	\$7.07	\$7.05	\$0.00	\$39.93
PAINTERS LOCAL 35 - ZONE 2						

Apprentice - SIGN ERECTOR - Local 35 Zone 2

Effective Date - 06/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$12.91	\$7.07	\$0.00	\$0.00	\$19.98
2	55	\$14.20	\$7.07	\$2.45	\$0.00	\$23.72
3	60	\$15.49	\$7.07	\$2.45	\$0.00	\$25.01
4	65	\$16.78	\$7.07	\$2.45	\$0.00	\$26.30
5	70	\$18.07	\$7.07	\$7.05	\$0.00	\$32.19
6	75	\$19.36	\$7.07	\$7.05	\$0.00	\$33.48
7	80	\$20.65	\$7.07	\$7.05	\$0.00	\$34.77
8	85	\$21.94	\$7.07	\$7.05	\$0.00	\$36.06
9	90	\$23.23	\$7.07	\$7.05	\$0.00	\$37.35

Notes:

Steps are 4 mos.

Apprentice to Journeyworker Ratio:1:1

SPECIALIZED EARTH MOVING EQUIP < 35 TONS	12/01/2016	\$32.44	\$10.91	\$10.89	\$0.00	\$54.24
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B						
SPECIALIZED EARTH MOVING EQUIP > 35 TONS	12/01/2016	\$32.73	\$10.91	\$10.89	\$0.00	\$54.53
TEAMSTERS JOINT COUNCIL NO. 10 ZONE B						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SPRINKLER FITTER	03/01/2018	\$57.78	\$9.12	\$18.15	\$0.00	\$85.05
SPRINKLER FITTERS LOCAL 550 - (Section A) Zone 1	10/01/2018	\$59.28	\$9.12	\$18.15	\$0.00	\$86.55
	01/01/2019	\$59.28	\$9.47	\$18.35	\$0.00	\$87.10
	03/01/2019	\$60.78	\$9.47	\$18.35	\$0.00	\$88.60
	10/01/2019	\$62.28	\$9.47	\$18.35	\$0.00	\$90.10
	03/01/2020	\$63.78	\$9.47	\$18.35	\$0.00	\$91.60
	10/01/2020	\$65.28	\$9.47	\$18.35	\$0.00	\$93.10
	03/01/2021	\$66.78	\$9.47	\$18.35	\$0.00	\$94.60

Apprentice - SPRINKLER FITTER - Local 550 (Section A) Zone 1

Effective Date - 03/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$20.22	\$9.12	\$8.90	\$0.00	\$38.24
2	40	\$23.11	\$9.12	\$8.90	\$0.00	\$41.13
3	45	\$26.00	\$9.12	\$8.90	\$0.00	\$44.02
4	50	\$28.89	\$9.12	\$8.90	\$0.00	\$46.91
5	55	\$31.78	\$9.12	\$8.90	\$0.00	\$49.80
6	60	\$34.67	\$9.12	\$10.40	\$0.00	\$54.19
7	65	\$37.56	\$9.12	\$10.40	\$0.00	\$57.08
8	70	\$40.45	\$9.12	\$10.40	\$0.00	\$59.97
9	75	\$43.34	\$9.12	\$10.40	\$0.00	\$62.86
10	80	\$46.22	\$9.12	\$10.40	\$0.00	\$65.74

Effective Date - 10/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$20.75	\$9.12	\$8.90	\$0.00	\$38.77
2	40	\$23.71	\$9.12	\$8.90	\$0.00	\$41.73
3	45	\$26.68	\$9.12	\$8.90	\$0.00	\$44.70
4	50	\$29.64	\$9.12	\$8.90	\$0.00	\$47.66
5	55	\$32.60	\$9.12	\$8.90	\$0.00	\$50.62
6	60	\$35.57	\$9.12	\$10.40	\$0.00	\$55.09
7	65	\$38.53	\$9.12	\$10.40	\$0.00	\$58.05
8	70	\$41.50	\$9.12	\$10.40	\$0.00	\$61.02
9	75	\$44.46	\$9.12	\$10.40	\$0.00	\$63.98
10	80	\$47.42	\$9.12	\$10.40	\$0.00	\$66.94

Notes: Apprentice entered prior 9/30/10:

40/45/50/55/60/65/70/75/80/85

Steps are 850 hours

Apprentice to Journeyworker Ratio:1:3

STEAM BOILER OPERATOR	12/01/2017	\$46.17	\$10.50	\$15.50	\$0.00	\$72.17
OPERATING ENGINEERS LOCAL 4						

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN	12/01/2017	\$46.17	\$10.50	\$15.50	\$0.00	\$72.17
OPERATING ENGINEERS LOCAL 4						

For apprentice rates see "Apprentice- OPERATING ENGINEERS"

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TELECOMMUNICATION TECHNICIAN	03/01/2018	\$37.61	\$13.00	\$15.93	\$0.00	\$66.54
ELECTRICIANS LOCAL 103	09/01/2018	\$38.51	\$13.00	\$15.96	\$0.00	\$67.47
	03/01/2019	\$39.40	\$13.00	\$15.98	\$0.00	\$68.38

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 103

Effective Date - 03/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$15.04	\$13.00	\$0.45	\$0.00	\$28.49
2	40	\$15.04	\$13.00	\$0.45	\$0.00	\$28.49
3	45	\$16.92	\$13.00	\$12.74	\$0.00	\$42.66
4	45	\$16.92	\$13.00	\$12.74	\$0.00	\$42.66
5	50	\$18.81	\$13.00	\$13.03	\$0.00	\$44.84
6	55	\$20.69	\$13.00	\$13.32	\$0.00	\$47.01
7	60	\$22.57	\$13.00	\$13.61	\$0.00	\$49.18
8	65	\$24.45	\$13.00	\$13.90	\$0.00	\$51.35
9	70	\$26.33	\$13.00	\$14.19	\$0.00	\$53.52
10	75	\$28.21	\$13.00	\$14.48	\$0.00	\$55.69

Effective Date - 09/01/2018

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$15.40	\$13.00	\$0.46	\$0.00	\$28.86
2	40	\$15.40	\$13.00	\$0.46	\$0.00	\$28.86
3	45	\$17.33	\$13.00	\$12.75	\$0.00	\$43.08
4	45	\$17.33	\$13.00	\$12.75	\$0.00	\$43.08
5	50	\$19.26	\$13.00	\$13.05	\$0.00	\$45.31
6	55	\$21.18	\$13.00	\$13.34	\$0.00	\$47.52
7	60	\$23.11	\$13.00	\$13.62	\$0.00	\$49.73
8	65	\$25.03	\$13.00	\$13.92	\$0.00	\$51.95
9	70	\$26.96	\$13.00	\$14.21	\$0.00	\$54.17
10	75	\$28.88	\$13.00	\$14.50	\$0.00	\$56.38

Notes:

Apprentice to Journeyworker Ratio:1:1

TERRAZZO FINISHERS	02/01/2018	\$51.00	\$10.75	\$20.03	\$0.00	\$81.78
BRICKLAYERS LOCAL 3 - MARBLE & TILE	08/01/2018	\$52.35	\$10.75	\$20.16	\$0.00	\$83.26
	02/01/2019	\$52.99	\$10.75	\$20.16	\$0.00	\$83.90
	08/01/2019	\$54.34	\$10.75	\$20.30	\$0.00	\$85.39
	02/01/2020	\$54.98	\$10.75	\$20.30	\$0.00	\$86.03
	08/01/2020	\$56.33	\$10.75	\$20.45	\$0.00	\$87.53
	02/01/2021	\$56.97	\$10.75	\$20.45	\$0.00	\$88.17
	08/01/2021	\$58.37	\$10.75	\$20.61	\$0.00	\$89.73
	02/01/2022	\$58.96	\$10.75	\$20.61	\$0.00	\$90.32

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile						
Effective Date - 02/01/2018						
Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$25.50	\$10.75	\$20.03	\$0.00	\$56.28
2	60	\$30.60	\$10.75	\$20.03	\$0.00	\$61.38
3	70	\$35.70	\$10.75	\$20.03	\$0.00	\$66.48
4	80	\$40.80	\$10.75	\$20.03	\$0.00	\$71.58
5	90	\$45.90	\$10.75	\$20.03	\$0.00	\$76.68
<div>Notes:</div> <div>Apprentice to Journeyworker Ratio:1:3</div>						
<hr/>						
TEST BORING DRILLER	12/01/2017	\$38.85	\$7.70	\$14.95	\$0.00	\$61.50
LABORERS - FOUNDATION AND MARINE	06/01/2018	\$39.80	\$7.70	\$14.95	\$0.00	\$62.45
	12/01/2018	\$40.75	\$7.70	\$14.95	\$0.00	\$63.40
	06/01/2019	\$41.75	\$7.70	\$14.95	\$0.00	\$64.40
	12/01/2019	\$42.75	\$7.70	\$14.95	\$0.00	\$65.40
	06/01/2020	\$43.74	\$7.70	\$14.95	\$0.00	\$66.39
	12/01/2020	\$44.72	\$7.70	\$14.95	\$0.00	\$67.37
	06/01/2021	\$45.74	\$7.70	\$14.95	\$0.00	\$68.39
	12/01/2021	\$46.75	\$7.70	\$14.95	\$0.00	\$69.40
For apprentice rates see "Apprentice- LABORER"						
TEST BORING DRILLER HELPER	12/01/2017	\$37.57	\$7.70	\$14.95	\$0.00	\$60.22
LABORERS - FOUNDATION AND MARINE	06/01/2018	\$38.52	\$7.70	\$14.95	\$0.00	\$61.17
	12/01/2018	\$39.47	\$7.70	\$14.95	\$0.00	\$62.12
	06/01/2019	\$40.47	\$7.70	\$14.95	\$0.00	\$63.12
	12/01/2019	\$41.47	\$7.70	\$14.95	\$0.00	\$64.12
	06/01/2020	\$42.46	\$7.70	\$14.95	\$0.00	\$65.11
	12/01/2020	\$43.44	\$7.70	\$14.95	\$0.00	\$66.09
	06/01/2021	\$44.46	\$7.70	\$14.95	\$0.00	\$67.11
	12/01/2021	\$45.47	\$7.70	\$14.95	\$0.00	\$68.12
For apprentice rates see "Apprentice- LABORER"						
TEST BORING LABORER	12/01/2017	\$37.45	\$7.70	\$14.95	\$0.00	\$60.10
LABORERS - FOUNDATION AND MARINE	06/01/2018	\$38.40	\$7.70	\$14.95	\$0.00	\$61.05
	12/01/2018	\$39.35	\$7.70	\$14.95	\$0.00	\$62.00
	06/01/2019	\$40.35	\$7.70	\$14.95	\$0.00	\$63.00
	12/01/2019	\$41.35	\$7.70	\$14.95	\$0.00	\$64.00
	06/01/2020	\$42.34	\$7.70	\$14.95	\$0.00	\$64.99
	12/01/2020	\$43.32	\$7.70	\$14.95	\$0.00	\$65.97
	06/01/2021	\$44.34	\$7.70	\$14.95	\$0.00	\$66.99
	12/01/2021	\$45.35	\$7.70	\$14.95	\$0.00	\$68.00
For apprentice rates see "Apprentice- LABORER"						
TRACTORS/PORTABLE STEAM GENERATORS	12/01/2017	\$46.17	\$10.50	\$15.50	\$0.00	\$72.17
OPERATING ENGINEERS LOCAL 4						

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
TRAILERS FOR EARTH MOVING EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2016	\$33.02	\$10.91	\$10.89	\$0.00	\$54.82
TUNNEL WORK - COMPRESSED AIR LABORERS (COMPRESSED AIR)	12/01/2017	\$49.73	\$7.70	\$15.35	\$0.00	\$72.78
	06/01/2018	\$50.68	\$7.70	\$15.35	\$0.00	\$73.73
	12/01/2018	\$51.63	\$7.70	\$15.35	\$0.00	\$74.68
	06/01/2019	\$52.63	\$7.70	\$15.35	\$0.00	\$75.68
	12/01/2019	\$53.63	\$7.70	\$15.35	\$0.00	\$76.68
	06/01/2020	\$54.62	\$7.70	\$15.35	\$0.00	\$77.67
	12/01/2020	\$55.60	\$7.70	\$15.35	\$0.00	\$78.65
	06/01/2021	\$56.62	\$7.70	\$15.35	\$0.00	\$79.67
	12/01/2021	\$57.63	\$7.70	\$15.35	\$0.00	\$80.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE) LABORERS (COMPRESSED AIR)	12/01/2017	\$51.73	\$7.70	\$15.35	\$0.00	\$74.78
	06/01/2018	\$52.68	\$7.70	\$15.35	\$0.00	\$75.73
	12/01/2018	\$53.63	\$7.70	\$15.35	\$0.00	\$76.68
	06/01/2019	\$54.63	\$7.70	\$15.35	\$0.00	\$77.68
	12/01/2019	\$55.63	\$7.70	\$15.35	\$0.00	\$78.68
	06/01/2020	\$56.62	\$7.70	\$15.35	\$0.00	\$79.67
	12/01/2020	\$57.60	\$7.70	\$15.35	\$0.00	\$80.65
	06/01/2021	\$58.62	\$7.70	\$15.35	\$0.00	\$81.67
	12/01/2021	\$59.63	\$7.70	\$15.35	\$0.00	\$82.68
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR LABORERS (FREE AIR TUNNEL)	12/01/2017	\$41.80	\$7.70	\$15.35	\$0.00	\$64.85
	06/01/2018	\$42.75	\$7.70	\$15.35	\$0.00	\$65.80
	12/01/2018	\$43.70	\$7.70	\$15.35	\$0.00	\$66.75
	06/01/2019	\$44.70	\$7.70	\$15.35	\$0.00	\$67.75
	12/01/2019	\$45.70	\$7.70	\$15.35	\$0.00	\$68.75
	06/01/2020	\$46.69	\$7.70	\$15.35	\$0.00	\$69.74
	12/01/2020	\$47.67	\$7.70	\$15.35	\$0.00	\$70.72
	06/01/2021	\$48.69	\$7.70	\$15.35	\$0.00	\$71.74
	12/01/2021	\$49.70	\$7.70	\$15.35	\$0.00	\$72.75
For apprentice rates see "Apprentice- LABORER"						
TUNNEL WORK - FREE AIR (HAZ. WASTE) LABORERS (FREE AIR TUNNEL)	12/01/2017	\$43.80	\$7.70	\$15.35	\$0.00	\$66.85
	06/01/2018	\$44.75	\$7.70	\$15.35	\$0.00	\$67.80
	12/01/2018	\$45.70	\$7.70	\$15.35	\$0.00	\$68.75
	06/01/2019	\$46.70	\$7.70	\$15.35	\$0.00	\$69.75
	12/01/2019	\$47.70	\$7.70	\$15.35	\$0.00	\$70.75
	06/01/2020	\$48.69	\$7.70	\$15.35	\$0.00	\$71.74
	12/01/2020	\$49.67	\$7.70	\$15.35	\$0.00	\$72.72
	06/01/2021	\$50.69	\$7.70	\$15.35	\$0.00	\$73.74
	12/01/2021	\$51.70	\$7.70	\$15.35	\$0.00	\$74.75
For apprentice rates see "Apprentice- LABORER"						
VAC-HAUL TEAMSTERS JOINT COUNCIL NO. 10 ZONE B	12/01/2016	\$32.44	\$10.91	\$10.89	\$0.00	\$54.24

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
WAGON DRILL OPERATOR <i>LABORERS - ZONE 2</i>	12/01/2017	\$33.08	\$7.70	\$13.60	\$0.00	\$54.38
	06/01/2018	\$33.92	\$7.70	\$13.60	\$0.00	\$55.22
	12/01/2018	\$34.76	\$7.70	\$13.60	\$0.00	\$56.06
	06/01/2019	\$35.63	\$7.70	\$13.60	\$0.00	\$56.93
	12/01/2019	\$36.49	\$7.70	\$13.60	\$0.00	\$57.79
	06/01/2020	\$37.38	\$7.70	\$13.60	\$0.00	\$58.68
	12/01/2020	\$38.27	\$7.70	\$13.60	\$0.00	\$59.57
	06/01/2021	\$39.19	\$7.70	\$13.60	\$0.00	\$60.49
	12/01/2021	\$40.10	\$7.70	\$13.60	\$0.00	\$61.40
For apprentice rates see "Apprentice- LABORER"						
WASTE WATER PUMP OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	12/01/2017	\$46.63	\$10.50	\$15.50	\$0.00	\$72.63
For apprentice rates see "Apprentice- OPERATING ENGINEERS"						
WATER METER INSTALLER <i>PLUMBERS & GASFITTERS LOCAL 12</i>	03/01/2018	\$54.69	\$11.57	\$15.76	\$0.00	\$82.02
	09/01/2018	\$56.19	\$11.57	\$15.76	\$0.00	\$83.52
	03/01/2019	\$57.69	\$11.57	\$15.76	\$0.00	\$85.02
	09/01/2019	\$59.19	\$11.57	\$15.76	\$0.00	\$86.52
	03/01/2020	\$60.69	\$11.57	\$15.76	\$0.00	\$88.02
	09/01/2020	\$62.19	\$11.57	\$15.76	\$0.00	\$89.52
	03/01/2021	\$63.69	\$11.57	\$15.76	\$0.00	\$91.02
For apprentice rates see "Apprentice- PLUMBER/PIPEFITTER" or "PLUMBER/GASFITTER"						
Outside Electrical - East						
CABLE TECHNICIAN (Power Zone) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/03/2017	\$27.14	\$7.75	\$1.81	\$0.00	\$36.70
For apprentice rates see "Apprentice- LINEMAN"						
CABLEMAN (Underground Ducts & Cables) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/03/2017	\$38.45	\$7.75	\$9.53	\$0.00	\$55.73
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN CDL <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/03/2017	\$31.66	\$7.75	\$9.44	\$0.00	\$48.85
For apprentice rates see "Apprentice- LINEMAN"						
DRIVER / GROUNDMAN -Inexperienced (<2000 Hrs) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/03/2017	\$24.88	\$7.75	\$1.75	\$0.00	\$34.38
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class A CDL) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/03/2017	\$38.45	\$7.75	\$13.61	\$0.00	\$59.81
For apprentice rates see "Apprentice- LINEMAN"						
EQUIPMENT OPERATOR (Class B CDL) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/03/2017	\$33.92	\$7.75	\$10.21	\$0.00	\$51.88
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/03/2017	\$24.88	\$7.75	\$1.75	\$0.00	\$34.38
For apprentice rates see "Apprentice- LINEMAN"						
GROUNDMAN -Inexperienced (<2000 Hrs.) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/03/2017	\$20.35	\$7.75	\$1.61	\$0.00	\$29.71
For apprentice rates see "Apprentice- LINEMAN"						
JOURNEYMAN LINEMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	09/03/2017	\$45.23	\$7.75	\$16.61	\$0.00	\$69.59

Classification
Effective Date
Base Wage
Health
Pension
**Supplemental
Unemployment**
Total Rate
Apprentice - LINEMAN (Outside Electrical) - East Local 104
Effective Date - 09/03/2017

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$27.14	\$7.75	\$3.31	\$0.00	\$38.20
2	65	\$29.40	\$7.75	\$3.38	\$0.00	\$40.53
3	70	\$31.66	\$7.75	\$3.45	\$0.00	\$42.86
4	75	\$33.92	\$7.75	\$5.02	\$0.00	\$46.69
5	80	\$36.18	\$7.75	\$5.09	\$0.00	\$49.02
6	85	\$38.45	\$7.75	\$5.15	\$0.00	\$51.35
7	90	\$40.71	\$7.75	\$7.22	\$0.00	\$55.68

Notes:
Apprentice to Journeyworker Ratio:1:2

TELEDATA CABLE SPLICER <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	01/01/2016	\$28.98	\$4.25	\$3.12	\$0.00	\$36.35
TELEDATA LINEMAN/EQUIPMENT OPERATOR <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	01/01/2016	\$27.31	\$4.25	\$3.07	\$0.00	\$34.63
TELEDATA WIREMAN/INSTALLER/TECHNICIAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	01/01/2016	\$27.31	\$4.25	\$3.07	\$0.00	\$34.63
TREE TRIMMER <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	01/31/2016	\$18.51	\$3.55	\$0.00	\$0.00	\$22.06
This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is not on the ground. This classification does not apply to wholesale tree removal.						
TREE TRIMMER GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	01/31/2016	\$16.32	\$3.55	\$0.00	\$0.00	\$19.87
This classification applies only to tree work done: (a) for a utility company, R.E.A. cooperative, or railroad or coal mining company, and (b) for the purpose of operating, maintaining, or repairing the utility company's equipment, and (c) by a person who is using hand or mechanical cutting methods and is on the ground. This classification does not apply to wholesale tree removal.						

Additional Apprentice Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentice ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours.)

Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof, unless otherwise specified.

** Multiple ratios are listed in the comment field.

*** APP to JM: 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.

**** APP to JM: 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

Town of Natick, Massachusetts
Contract for Services Related to the Furnishing of Roadway Improvements at
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This Contract is made this _____ day of _____, 2018, by and between the Town of Natick, Massachusetts, with an address of Natick Town Hall, 13 East Central Street, Natick, MA 01760, acting by the Natick Board of Selectmen (hereinafter the "Town of Natick," the "Town," or the "Owner"), and a corporation organized under the laws of Massachusetts, with a principal office located at _____ (hereinafter the "Contractor").

The words "he," "him" and "his" in this Contract, as far as they refer to the Contractor, shall so refer whether the Contractor is an individual, partnership or corporation. All prior contracts, if any exist between the Town and the Contractor, are hereby terminated and shall be of no force and effect.

1. Scope of Services

In consideration of the obligations herein contained, the Contractor shall provide services related to the furnishing Roadway Improvements at Various Locations - 2018, as set forth in the Invitation for Bids for Services Related to the Furnishing of Roadway Improvements at Various Locations - 2018 ("IFB"), issued by the Board of Selectmen of the Town of Natick, Massachusetts, which is incorporated herein by reference.

2. Standard of Care

The Contractor shall furnish all supplies, equipment, and labor necessary for the performance of the services required by this Contract in accordance with the applicable professional standards in the Eastern Massachusetts area. The Contractor warrants that it has in its employ, and throughout the term of the Contract or any extension or renewal thereof, will continue to have a sufficient number of persons experienced in developing and providing services required by this Contract, such that the Contractor's obligations under the Contract will be carried out in a prompt, safe and professional manner.

3. Term

The term of this Contract shall commence as of the execution date of this contract and shall end on November 15, 2018. Time is of the essence in the performance of services rendered by the Contractor under this Contract. The Contractor, therefore, shall achieve final completion of the work by November 15, 2018.

4. Incorporation of the Invitation for Bids/Order of Priority of Contract Documents

The provisions of the IFB and the Contractor's Bid are incorporated herein by reference. In the event of any conflict among the Contract Documents, the Documents shall be construed according to the following priorities:

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Highest Priority:	Amendments to Contract (if any)
Second Priority:	Contract
Third Priority:	Addenda to the IFB (if any)
Fourth Priority:	IFB
Fifth Priority:	Contractor's Bid.

5. **Payment**

In consideration for performance of the work in accordance with the requirements of this Contract, and in accordance with M.G.L. c.30, §39G, the Town shall pay the Contractor the prices set forth in the Contractor's Bid, a copy of which is attached hereto and incorporated by reference. Price adjustments and retainage shall be calculated and paid according to the IFB.

This Contract is a fixed price contract and therefore miscellaneous expenditures associated with the Contractor's work on this project shall not be paid by the Town. In the event that an unforeseen miscellaneous expense is incurred, the Contractor shall receive the Town's approval in writing prior to incurring the expense if it will subsequently seek payment of said expense from the Town.

Payment shall be made to the Contractor for work completed in accordance with this Contract. All requests for payment shall be submitted to the Town as an invoice and shall specify work completed, progress made toward completing deliverables, the number of hours worked, the classification of each employee who performed work, and the billing rate for each employee who performed work on the project.

Payment will be due fifteen (15) days after receipt of the Contractor's invoice by the Town for services rendered in accordance with this Contract. The Town shall not make payments in advance.

If the Town objects to all or part of any invoice, the Town shall notify the Contractor in writing within two (2) weeks of the date of receipt of the invoice, and shall pay that portion of the invoice not in dispute within fifteen (15) days after the date of receipt of the invoice.

Should it be necessary for the Contractor to engage the services of a specialized contractor or companies other than those originally proposed in the Contractor's response to the Town's Invitation for Bids, the Contractor shall take such measures only with the Town's prior written approval. Charges for such services shall be billed directly to the Town unless otherwise agreed upon by the parties.

Payment of the amounts due under this Contract shall release the Town of Natick, Massachusetts and its officers, employees, boards, commissions, committees,

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agents and representatives, from any and all claims and liability in any way relating to this Contract or anything done in pursuance thereof.

No payment by the Town to the Contractor shall be deemed to be a waiver of any right of the Town under this Contract or ratification by the Town of any breach hereof by the Contractor.

6. **Warranty**

Any equipment delivered, unless otherwise agreed by the parties, shall be of generally merchantable quality and shall be fit for the purpose sought by the Town of Natick. All manufacturers' warranties on any equipment delivered shall be assigned to the Town of Natick.

7. **Compliance with Laws**

The Contractor shall comply with all provisions of Federal, Massachusetts and Town of Natick law applicable to his work including, without limitation, statutes, by-laws, rules, regulations, orders and directives, as amended, and including, without limitation, the Williams-Steiger Occupational Safety and Health Act of 1970, as amended, and related regulations, as amended, in effect throughout the term of this Contract and any extension or renewal thereof. Without limitation, the Contractor shall comply with the provisions of Chapter 149, Section 26 to 27D of the Massachusetts General Laws, as amended, and the applicable minimum wage rates as determined by the Massachusetts Commissioner of Labor and Industries. This Contract shall be considered to include in their entirety all terms respecting workers' compensation insurance and other terms required to be included in it by Chapter 152 of the Massachusetts General Laws, as amended, and applicable provisions of any other laws, including, without limitation, Chapter 30, Sections 39F, 39G, 39K, 39L, 39M, 39N, 39O, 39P, and 39R of the Massachusetts General Laws, as amended, and Chapter 149, Sections 34, 34A, and 34B of the Massachusetts General Laws, as amended, and Chapter 82, Section 40 of the Massachusetts General Laws, as amended, as though such terms were set forth in their entirety herein.

8. **Insurance**

The Contractor shall provide and maintain throughout the term of the Contract and any extension or renewal thereof the following insurance with companies that are authorized and licensed in the Commonwealth of Massachusetts to issue policies for the coverages and limits so required.

- a. Workers' Compensation Insurance as required by the laws of the Commonwealth of Massachusetts and employer's liability insurance in the amount of \$1,000,000/\$1,000,000/\$1,000,000.

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- b. Commercial General Liability Insurance, \$1,000,000 each occurrence and \$2,000,000 aggregate limit. Commercial General Liability insurance shall include personal injury liability, broad form property damage liability, products/completed operations liability and broad form contractual liability.
- c. Automobile Liability Insurance, covering all leased, owned, non-owned, and hired vehicles - Combined single limit of \$1,000,000.
- d. Excess Liability Insurance, Umbrella Form - \$1,000,000 each occurrence and \$2,000,000 aggregate, which shall be following form, providing coverage over commercial general liability insurance, automobile liability insurance, and employer's liability under workers' compensation insurance.
- e. The Town of Natick shall be named as an additional insured on each such policy of Commercial General Liability Insurance, Excess Liability Insurance, Umbrella Form, and Automobile Liability Insurance.
- f. All certificates and policies shall contain the following provision:

“Notwithstanding any other provision herein, should any of the above policies be cancelled or materially amended before the expiration date thereof, the issuing company will mail thirty (30) days prior written notice thereof to the named certificate holder and to the Natick Town Administrator, Natick Town Hall, 13 East Central Street, Natick, MA 01760 before such cancellation or amendment shall take place.”
- g. Certificates evidencing such insurance in five (5) copies shall be furnished to the Town at the execution of this Agreement. Such certificates shall not merely name the types of policy provided, but shall specifically refer to this Agreement and shall state that such insurance is as required by this Agreement. The Contractor shall make no claims against the Town of Natick or its officers for any injury to any of its officers or employees or for damage to its equipment arising out of work contemplated by the Agreement.
- h. The Contractor shall also be required to provide to the Town of Natick with its proof of insurance coverage endorsements or riders to the policies of commercial general liability insurance, automobile liability insurance, and excess liability insurance, umbrella form, which indicate that the Town of Natick is named as an additional insured on each such policy.

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- i. No insurance shall be obtained from an insurer which:
 - (1) is not licensed to sell insurance in the Commonwealth of Massachusetts; or
 - (2) is not authorized to provide insurance as an excess or surplus lines insurer, and does not have a current Best's rating of A or better;
- j. Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Contract and shall operate as an immediate termination thereof.
- k. The Contractor shall provide to the Town a copy of a certificate of insurance that provides evidence of all environmental liability insurance maintained by the Contractor.

9. Indemnification

The Contractor shall compensate the Town of Natick for all damage to Town property of any nature arising out of the Contractor's work. To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Town of Natick and all of its officers, employees, boards, commissions, committees, agents and representatives from and against all claims, causes of action, suits, costs, damages, and liability of any kind which arise out of the breach by the Contractor of its obligations under this Contract, or the act or omission of the Contractor, its subcontractors, or their officers, employees, agents and representatives or anyone directly or indirectly employed by them, or anyone for whose acts or omissions they may be liable, regarding the work to be performed by the Contractor under the Contract, or which arise out of the violation of any federal, Massachusetts or Town of Natick statute, by-law, rule, regulation, order or directive, or which relate to personal injury or property damage suffered by the Contractor or any of its officers or employees regarding the subject matter of this Contract. Said costs shall include, without limitation, reasonable legal costs, collections fees, and counsel fees incurred in defending any claim or suit that may be brought against the Town and any judgment that may be obtained in any such claim or suit.

10. No Personal Liability

Neither the Town of Natick, nor its officers, employees, boards, committees, commissions, agents and representatives shall be under any personal obligation or incur any personal liability by reason of this Contract, the execution thereof or anything relating thereto which arises out of the breach or violation of any provision of this Contract, or the violation of any Federal, Massachusetts or Town

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of Natick statute, by-law, rule, regulation, order or directive, or which relates to personal injury or property damage suffered by the Contractor or its employees, regarding the subject matter of this Contract.

11. Familiarity with Area of Work

By signing this Contract, the Contractor acknowledges that it has examined the area of work which is the subject matter of this Contract and that it is familiar with all sites which are the subject of this Contract and with all conditions of the IFB and of this Contract. The Contractor has entered into this Contract in reliance on its own examinations and estimates as to the amount and character of its work, and conditions which may be encountered in the performance thereof, and shall assume all risks and bear all losses pertaining thereto.

12. Performance Bond

Within ten (10) calendar days after notification of award of this Contract by the Town, the Contractor shall deliver to the Town a Performance Bond, in the amount of one hundred (100%) percent of the Contract price, with a surety company that is acceptable to the Town and that is licensed by the Massachusetts Division of Insurance.

13. Labor and Materials Payment Bond

Within ten (10) calendar days after notification of award of this Contract by the Town, the Contractor shall deliver to the Town a Labor and Materials Bond, in the amount of one hundred (100%) percent of the Contract price, with a surety company that is acceptable to the Town and that is licensed by the Massachusetts Division of Insurance.

14. Independent Contractor Status

The Contractor shall provide services under this Contract as an independent contractor with the Town of Natick and not as an employee of the Town of Natick. No employee, agent or representative of the Contractor shall be entitled to receive any benefits of employment with the Town of Natick, including without limitation salary, overtime, vacation pay, holiday pay, sick leave, health insurance, life insurance, pension or deferred compensation.

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15. Use of Alcohol and Controlled Substances Prohibited

The Contractor hereby acknowledges that the use of alcoholic beverages, narcotics, and mood altering substances, except for current valid, legal prescriptions, by any officer, employee, agent, or representative of the Contractor is prohibited on Town of Natick property which is the subject matter of this Agreement and during all hours of work under this Agreement. If any officer, employee, agent, or representative of the Contractor violates the foregoing provision, the Town of Natick shall have the right to order that such officer, employee, agent, or representative of the Contractor shall not be permitted to return to work on this Agreement. Under such circumstances, the Contractor shall promptly remove the subject officer, employee, agent, or representative from the job site and shall not permit the subject officer, employee, agent, or representative to perform further work in conjunction with this Agreement.

16. No Smoking

Pursuant to Massachusetts General Laws (M.G.L.) c. 270, §22, the Commonwealth of Massachusetts Smokefree Workplace Law, the Contractor, its officers, employees, agents, and representatives shall refrain from smoking and from using tobacco products in any public building in the Town of Natick.

17. Criminal Background Screening

For each employee of the Contractor who is performing services under this Contract, the Contractor shall, subject to its confidentiality and privacy obligations owing to its employees and third parties, provide a written confirmation to the Town that such employee passed the Contractor's pre-employment criminal background screen. In the event that any employee refuses to permit the Contractor to provide such information to the Town, the Contractor shall not assign such employee to perform services for the Town, and such employee shall not be authorized to perform services for the Town. The Town shall be permitted to keep such information in its files.

18. Delays/*Force Majeure*

Except as specifically set forth in this Contract, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, wars, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, and project site conditions which could not have been reasonably anticipated. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to

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resume as soon as reasonably possible the normal pursuit of the services for the Project.

19. Termination

- a. If the Contractor shall breach any provision of this Contract, which breach is not cured within twenty-one (21) days of written notice thereof from the Town to the Contractor, the Town shall have the right to terminate this Contract upon written notice to the Contractor.
- b. If any assignment shall be made by the Contractor or by any guarantor of the Contractor for the benefit of creditors, or if a petition is filed by the Contractor or by any guarantor of the Contractor for adjudication as a bankrupt, or for reorganization or an arrangement under any provision of the Bankruptcy Act as then in force and effect, or if an involuntary petition under any of the provisions of the Bankruptcy Act is filed against the Contractor and such involuntary petition is not discharged within ninety (90) days thereafter, in any event the Town may terminate this Contract upon written notice to the Contractor.
- c. The award of this Contract and the continued operation of this Contract are contingent upon appropriation by Natick Town Meeting of sufficient money to fund the Contract. Should Natick Town Meeting fail to appropriate necessary funds therefor, the Town of Natick shall no longer be under any obligation to tender performance, including payment, under the terms of this Contract. In that event the Town may terminate this Contract upon written notice to the Contractor.
- d. The Town may terminate this Contract upon written notice to the Contractor if a source of money to fund the Contract is lost during the Contract term. In the alternative, the parties may agree in writing to amend the Contract to provide for a Contract price which represents a reduced appropriation for the Contract term.
- e. The Town may also terminate this Contract for convenience upon thirty (30) days' written notice to the Contractor.

In the event of termination the Contractor shall be entitled to be paid for services rendered in accordance with this Contract prior to termination.

In the event that this Contract is terminated pursuant to Section 19a. or 19b. above, the Town may make any reasonable purchase or contract to purchase services in substitution for services due from the Contractor and may deduct the cost of any substitute contract, or damages sustained by the Town due to non performance or non conformance of services together with incidental and

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consequential damages from the Contract price, and shall withhold such damages from sums due or sums which become due.

20. Notices

Except as otherwise provided in this Contract all notices required or permitted to be given hereunder shall be in writing and shall be delivered by certified mail or registered mail, return receipt requested, to the parties at the following address or such other address or addresses as to which a party shall have notified the other party in accordance with this Section 20.

If to the Town: Melissa Malone, Town Administrator
 Natick Town Hall
 13 East Central Street
 Natick, MA 01760

With copies to: John P. Flynn, Esq.
 Murphy, Hesse, Toomey & Lehane, LLP
 300 Crown Colony Drive, Suite 410
 Quincy, MA 02169

If to the Contractor:

21. Miscellaneous Provisions

- a. Any action at law or suit in equity instituted by the Contractor as a result of the performance, non-performance or alleged breach of this Contract shall be filed in the Superior Court of the Commonwealth of Massachusetts for Middlesex County, MA, and in no other court or jurisdiction.
- b. No action or failure to act by the Town shall constitute a waiver of a right or duty afforded to the Town under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. No forbearance or indulgence in any form or manner by the Town shall be construed as a waiver or in any way limit the legal or equitable remedies available to the Town. No waiver by the Town of any default or breach by the Contractor shall constitute a waiver of any subsequent default or breach.

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- c. If the Contractor discovers or is informed of any discrepancy or inconsistency in the Contract Documents in relation to any law, statute, ordinance, by-law, decree, code, rule, regulation, or order, the Contractor shall promptly, before commencing services under this Contract, report the same to the Town in writing.
- d. The Contractor acknowledges that it has not been influenced to enter into this Contract, nor has the Contractor relied upon any warranties or representations not set forth in this instrument.
- e. The Contractor shall maintain the confidentiality of information designated by the Town as confidential, unless withholding such information would violate the law or create a risk of significant harm to the public, or unless the Contractor has been required to release such information by final judgment or order of a court of competent jurisdiction, or unless the Town has expressly waived such confidentiality in advance in writing.
- f. The Contractor shall not represent or purport to represent that it speaks for the Town vis-à-vis the media or the public at-large without the Town's express, written consent in advance.
- g. Prior to commencing services under this Contract, the Contractor shall furnish the Town, in writing, the names, addresses and telephone numbers of not fewer than two (2) principal employees of his business who are to be contacted in the event of an after-hours emergency.
- h. By entering into this Contract, the Contractor certifies under penalties of perjury that its Bid was made and submitted in good faith and without collusion or fraud with any person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.
- i. By entering into this Contract, the Contractor certifies under the penalties of perjury, pursuant to M.G.L. c.62C, Section 49A(b), that it has complied with all laws of the Commonwealth relating to taxes, to reporting of employees and contractors, and to withholding and remitting child support.
- j. The Contractor understands that the Massachusetts Conflict of Interest Law, Chapter 268A of the Massachusetts General Laws, applies to the Contractor with respect to the services required to be provided under this Contract. The Contractor and its officers, employees, agents,

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subcontractors and affiliated agencies shall not participate in any activity which constitutes a violation of the Massachusetts Conflict of Interest Law or which creates an appearance of a violation of the Massachusetts Conflict of Interest Law.

- k. Prevailing wage rates, as contained in the Bid documents, shall be paid, pursuant to M.G.L. c.149, §§26-27G, if they are applicable.
- l. The Contractor shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap. The previous sentence shall include, but not be limited to, the following: advertising, recruitment; hiring; rates of pay or other forms of compensation; terms; conditions or privileges of employment; employment upgrading; transfer; demotion; layoff; and termination. The Contractor shall take affirmative actions to insure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, gender identity, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, genetic information, ancestry, children, marital status, veteran status or membership in the armed services, the receiving of public assistance, and handicap.
- m. **To the extent that any of the foregoing sections required by Massachusetts law are inconsistent with other, non-statutory sections in this agreement, any statutorily-mandated provisions contained herein shall control.**
- n. The Contractor shall not assign or subcontract in whole or in part this Contract or in any way transfer any interest in this Contract without the prior express written approval of the Town.
- o. The Contractor shall not assign any money due or to become due to the Contractor unless the Town of Natick shall have received prior written notice of such assignment. No such assignment shall relieve the Contractor of its obligations under this Contract.
- p. This Contract may be amended only by written consent of the parties.
- q. This Contract constitutes the entire agreement of the parties and any other agreement, written or oral, that may exist is excluded from this Contract.

Town of Natick, Massachusetts
Contract for Services Related to the Furnishing of Roadway Improvements at
Various Locations – 2018

When executed, this Contract supersedes any other agreement of any of the parties in connection with the transaction contemplated.

- r. The parties agree that the traditional canon of contract interpretation, resolving ambiguities against the drafter of the particular instrument, shall not be employed in construing provisions of the Contract
- s. If any provision, or portion thereof, of this Contract shall be adjudged to be invalid or unenforceable by final judgment or order of a court of competent jurisdiction the remaining provisions shall continue in effect to the extent permitted by law.
- t. The provisions of this Contract shall be binding upon and shall inure to the benefit of the heirs, assigns and successors in interest of the parties.
- u. This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, regardless of choice of law issues or principles.
- v. This Contract is executed in triplicate as a sealed instrument.

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Town of Natick, Massachusetts
Contract for Services Related to the Furnishing of Roadway Improvements at
Various Locations – 2018

The Town of Natick, Massachusetts

by: the Natick Board of Selectmen

by: (Printed Name of Contractor)

Amy K. Mistrot, Chair

Signature

Susan G. Salamoff, Vice Chair

Printed Name

Michael J. Hickey, Clerk

Printed Title

Jonathan Freedman, Member

Dated: _____

Richard P. Jennett, Jr., Member

Dated: _____

APPROVED AS TO AVAILABILITY OF APPROPRIATION:

In accordance with the requirements of M.G.L. Chapter 44, Section 31C, this is to certify that an appropriation in the amount of this Contract is available therefor, and that the Natick Board of Selectmen is authorized to execute this Contract and to approve all requisitions and execute change orders.

Arti Mehta
Comptroller, Town of Natick

Dated: _____

APPROVED AS TO FORM ONLY (AND NOT AS TO SUBSTANCE):

John P. Flynn, Esq.

Dated: _____

Town of Natick, Massachusetts
Contract for Services Related to the Furnishing of Roadway Improvements at
Various Locations – 2018

CERTIFICATE OF VOTE

I, _____, hereby certify
(Clerk/Secretary)

that I am the duly qualified and acting _____ of
(Corporation Name) (Title)

and I further certify that at a meeting of the Directors of said Corporation duly called and held on _____ 20 ____, at which meeting all Directors were present and voting, the following vote was unanimously passed:

VOTED: To authorize and empower either
_____, _____;
(Name) (Title)
_____, _____; or
(Name) (Title)
_____, _____
(Name) (Title),

any one acting singly, to execute all contracts and bonds on behalf of the Corporation.

I, further certify that the above vote is still in effect on this the ____ day of _____, 20__ and has not been changed or modified in any respect.

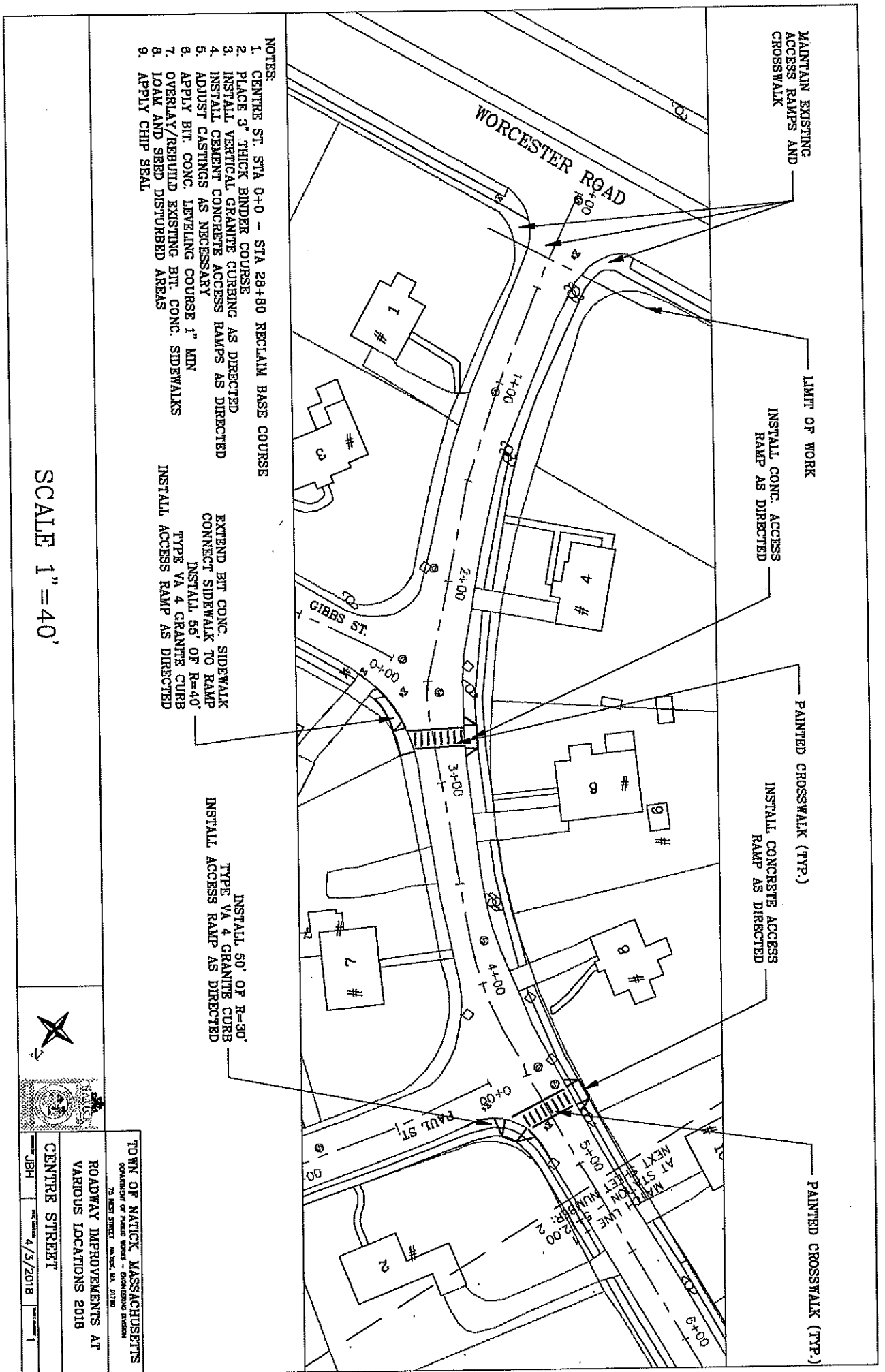
Signature

Printed Name

Printed Title

The certification contained here above shall be executed by CONTRACTOR or copy of current "certification of authority to sign for the Corporation" shall be attached.)

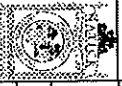
717304v1



- NOTES:
1. CENTRE ST. STA 0+0 - STA 28+80 RECLAIM BASE COURSE
 2. PLACE 3" THICK BINDER COURSE
 3. INSTALL VERTICAL GRANITE CURBING AS DIRECTED
 4. INSTALL CEMENT CONCRETE ACCESS RAMPS AS DIRECTED
 5. ADJUST CASTINGS AS NECESSARY
 6. APPLY BIT. CONC. LEVELING COURSE 1" MIN
 7. OVERLAY/REBUILD EXISTING BIT. CONC. SIDEWALKS
 8. LOAM AND SEED DISTURBED AREAS
 9. APPLY CHIP SEAL

INSTALL 50' OF R=30' TYPE VA 4 GRANITE CURB
 INSTALL ACCESS RAMP AS DIRECTED

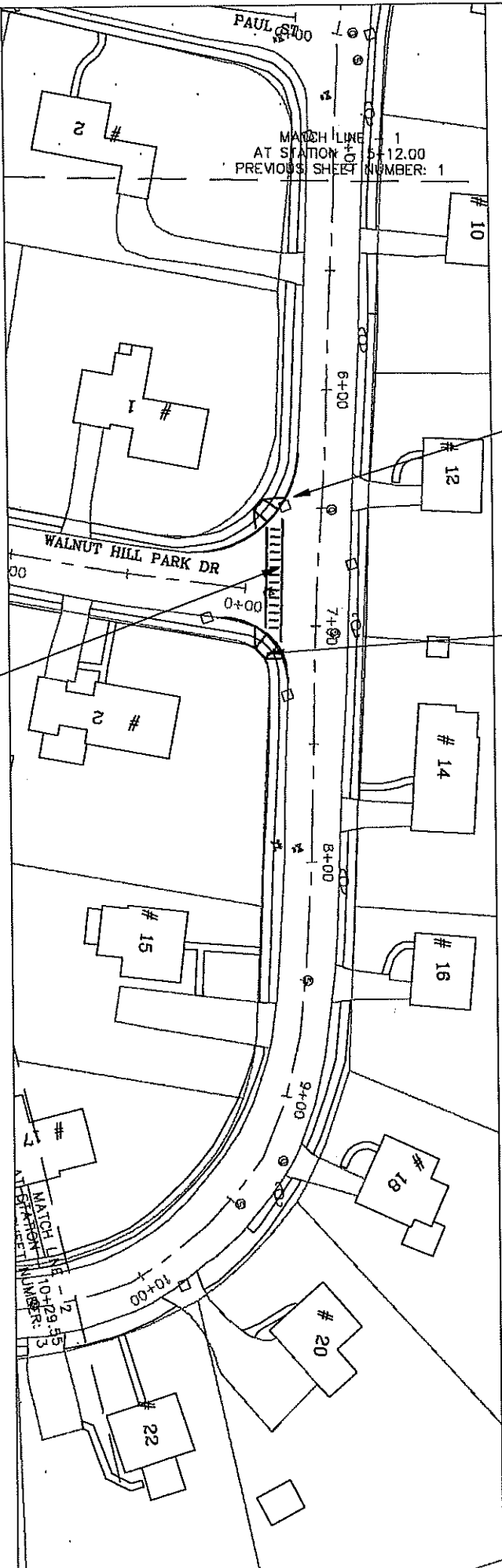
SCALE 1"=40'



TOWN OF NATICK, MASSACHUSETTS			
DEPARTMENT OF PUBLIC WORKS - DISTRICT DIVISION			
75 WEST STREET, NATICK, MA 01740			
ROADWAY IMPROVEMENTS AT			
VARIOUS LOCATIONS 2018			
CENTRE STREET			
DATE	BY	CHK	APP
4/3/2018	JBH		

INSTALL 60' OF R=40'
TYPE VA 4 GRAN CURB
INSTALL ACCESS RAMP
AS DIRECTED

INSTALL 60' OF R=30'
TYPE VA 4 GRAN CURB
INSTALL ACCESS RAMP
AS DIRECTED



- NOTES:
1. CENTRE ST. STA 0+0 - STA 28+80 RECLAIM BASE COURSE
 2. PLACE 3" THICK BINDER COURSE
 3. INSTALL VERTICAL GRANITE CURBING AS DIRECTED
 4. INSTALL CEMENT CONCRETE ACCESS RAMPS AS DIRECTED
 5. ADJUST CASTINGS AS NECESSARY
 6. APPLY BIT. CONC. LEVELING COURSE 1" MIN
 7. OVERLAY/REBUILD EXISTING BIT. CONC. SIDEWALKS
 8. LOAM AND SEED DISTURBED AREAS
 9. APPLY CHIP SEAL

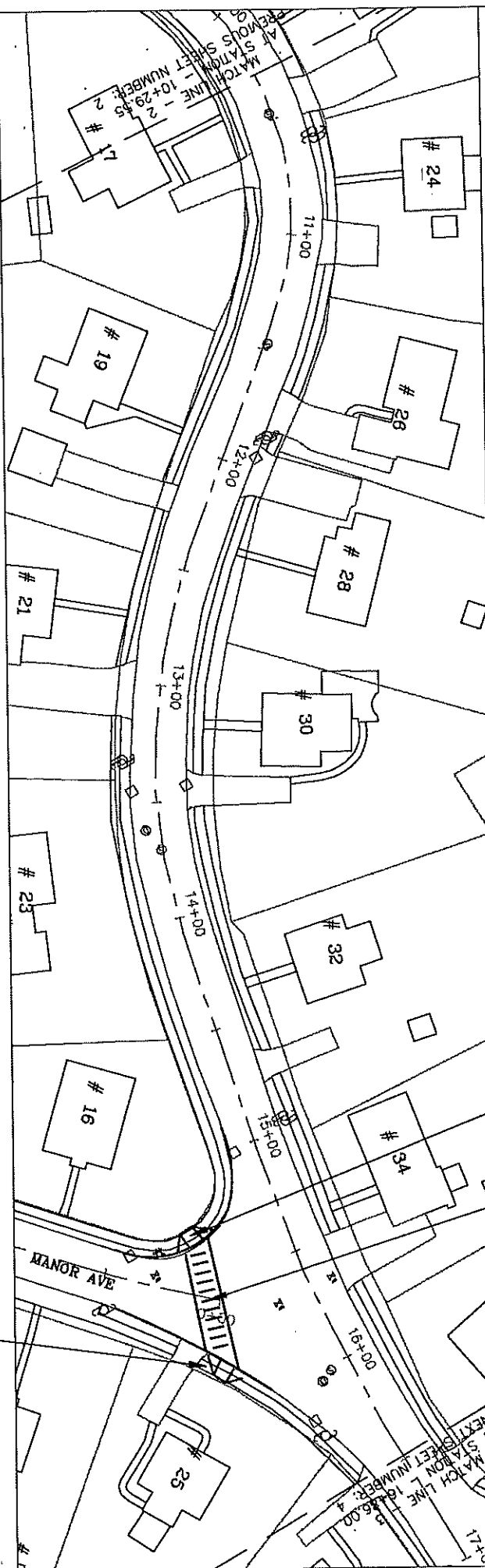
SCALE 1"=40'

TOWN OF NATICK, MASSACHUSETTS
 DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION
 75 WEST STREET, NATICK, MA 01900

**ROADWAY IMPROVEMENTS AT
 VARIOUS LOCATIONS 2018**

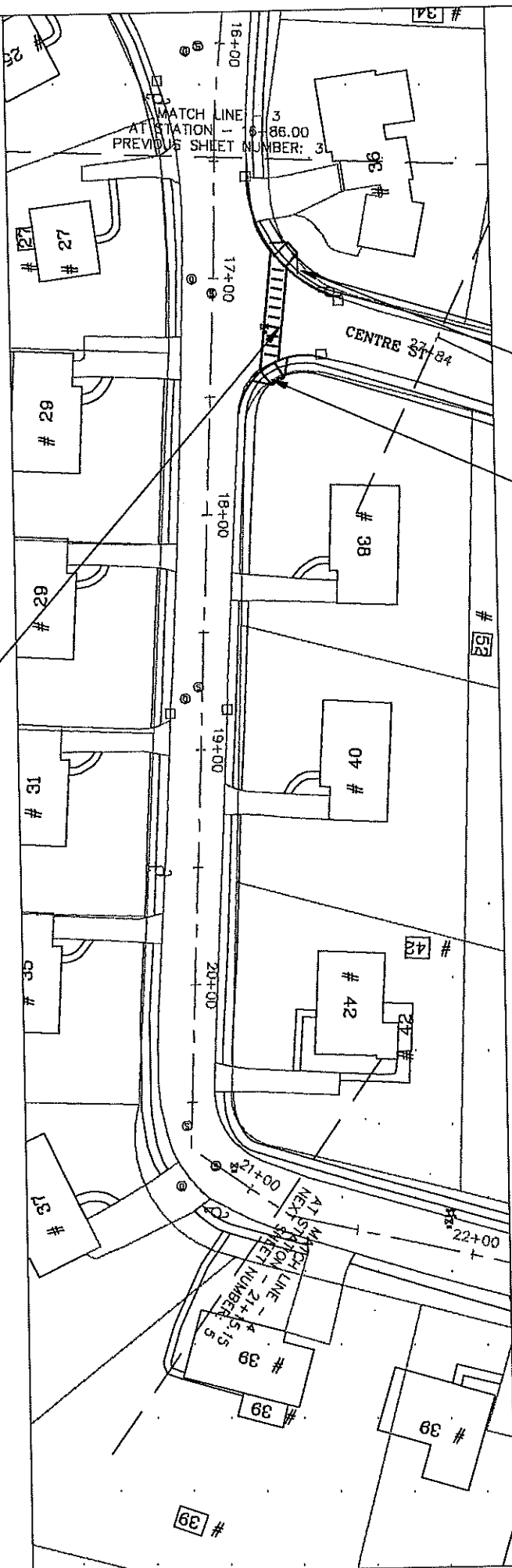
CENTRE STREET

Drawn by: JBH Date: 4/3/2018 Scale: 2



INSTALL 60' OF R=50'
VA 4 GRANITE CURBING
INSTALL ACCESS CONC. ACCESS RAMP
AS DIRECTED

INSTALL 50' OF R=30'
VA 4 GRANITE CURBING
INSTALL ACCESS CONC. ACCESS RAMP
AS DIRECTED



- NOTES:
1. CENTRE ST. STA 0+0 - STA 28+80 RECLAIM BASE COURSE
 2. PLACE 3" THICK BINDER COURSE
 3. INSTALL VERTICAL GRANITE CURBING AS DIRECTED
 4. INSTALL CEMENT CONCRETE ACCESS RAMPS AS DIRECTED
 5. ADJUST CASTINGS AS NECESSARY
 6. APPLY BIT. CONC. LEVELING COURSE 1" MIN
 7. OVERLAY/REBUILD EXISTING BIT. CONC. SIDEWALKS
 8. LOAM AND SEED DISTURBED AREAS
 9. APPLY CHIP SEAL

PAINTED CROSSWALK (TYP.)

SCALE 1"=40'



TOWN OF NATICK, MASSACHUSETTS
DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION
75 WEST STREET, NATICK, MA 01905

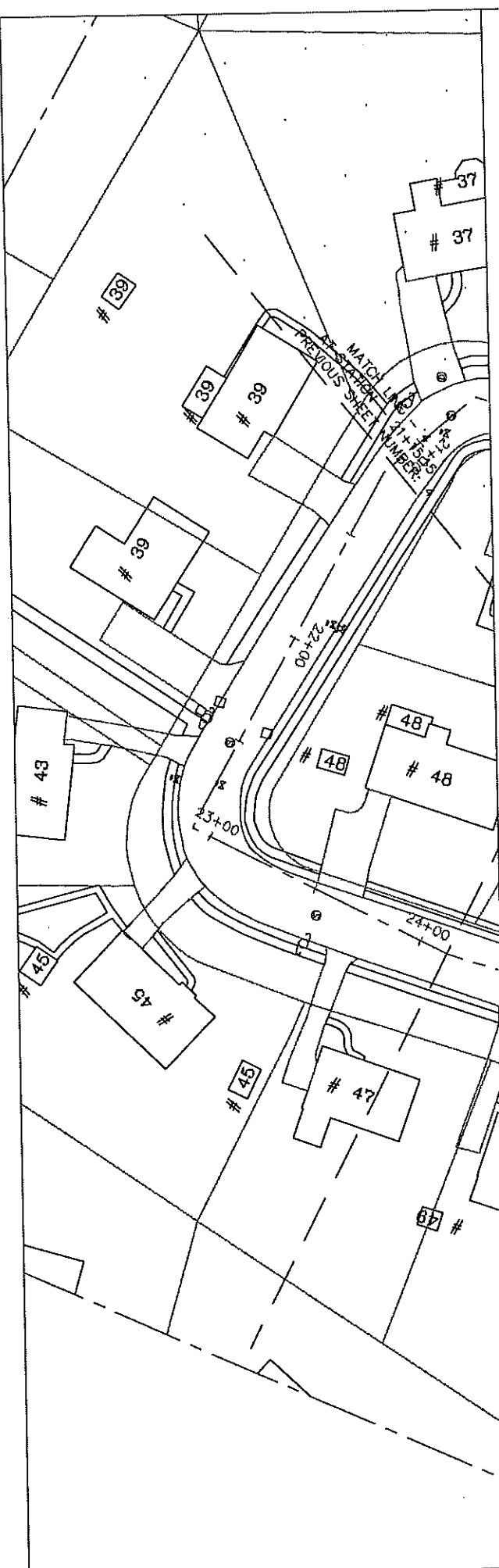
ROADWAY IMPROVEMENTS AT
VARIOUS LOCATIONS 2018

CENTRE STREET

DATE: 4/3/2018

BY: JBH

4

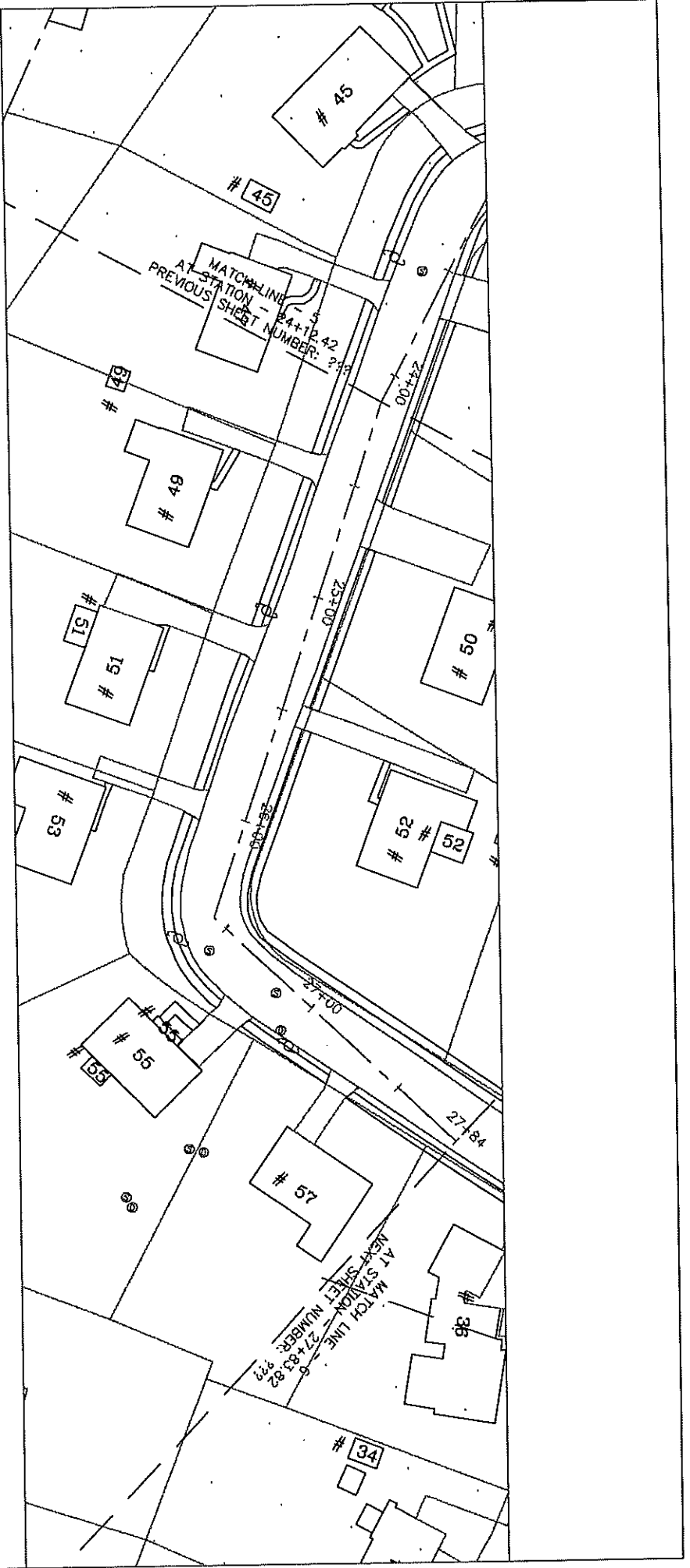


- NOTES:
1. CENTRE ST. STA 0+0 - STA 28+80 RECLAIM BASE COURSE
 2. PLACE 3" THICK BINDER COURSE
 3. INSTALL VERTICAL GRANITE CURBING AS DIRECTED
 4. INSTALL CEMENT CONCRETE ACCESS RAMPS AS DIRECTED
 5. ADJUST CASTINGS AS NECESSARY
 6. APPLY BIT. CONC. LEVELING COURSE 1" MIN
 7. OVERLAY/REBUILD EXISTING BIT. CONC. SIDEWALKS
 8. LOAM AND SEED DISTURBED AREAS
 9. APPLY CHIP SEAL

SCALE 1"=40'



TOWN OF NATICK, MASSACHUSETTS			
DEPARTMENT OF PUBLIC WORKS - OPERATIONS DIVISION			
70 WEST STREET, NATICK, MA 01909			
ROADWAY IMPROVEMENTS AT			
VARIOUS LOCATIONS 2018			
CENTRE STREET			
DESIGNED BY	DATE	SCALE	SHEET
JBH	4/3/2018	1"=40'	5



- NOTES:
1. CENTRE ST. STA 0+0 - STA 28+80 RECLAIM BASE COURSE
 2. PLACE 3" THICK BINDER COURSE
 3. INSTALL VERTICAL GRANITE CURBING AS DIRECTED
 4. INSTALL CEMENT CONCRETE ACCESS RAMPS AS DIRECTED
 5. ADJUST CASTINGS AS NECESSARY
 6. APPLY BIT. CONC. LEVELING COURSE 1" MIN
 7. OVERLAY/REBUILD EXISTING BIT. CONC. SIDEWALKS
 8. LOAM AND SEED DISTURBED AREAS
 9. APPLY CHIP SEAL

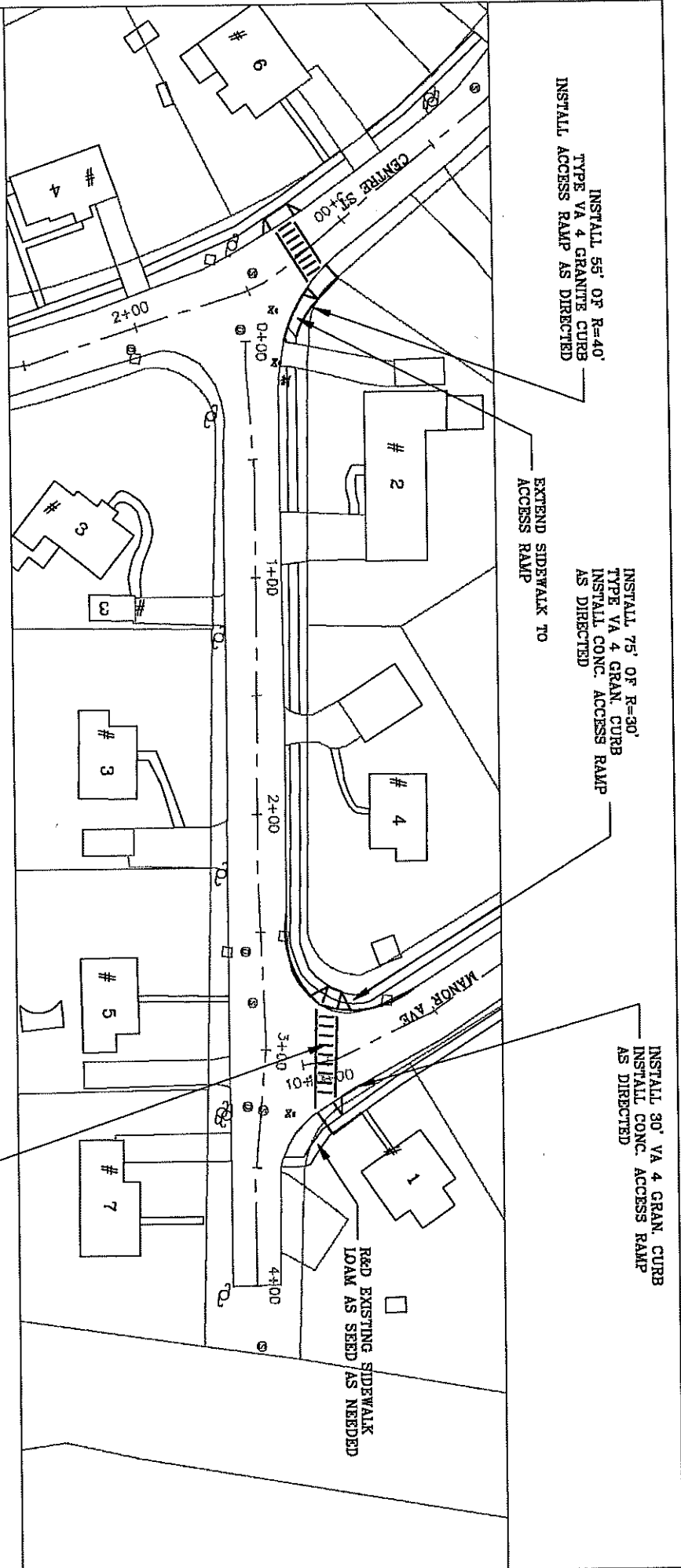
SCALE 1"=40'

TOWN OF NANTUCKET, MASSACHUSETTS
DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION
75 WEST STREET, NANTUCKET, MA 01770

ROADWAY IMPROVEMENTS AT
VARIOUS LOCATIONS 2018

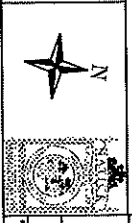
CENTRE STREET

JBM 4/3/2018 6

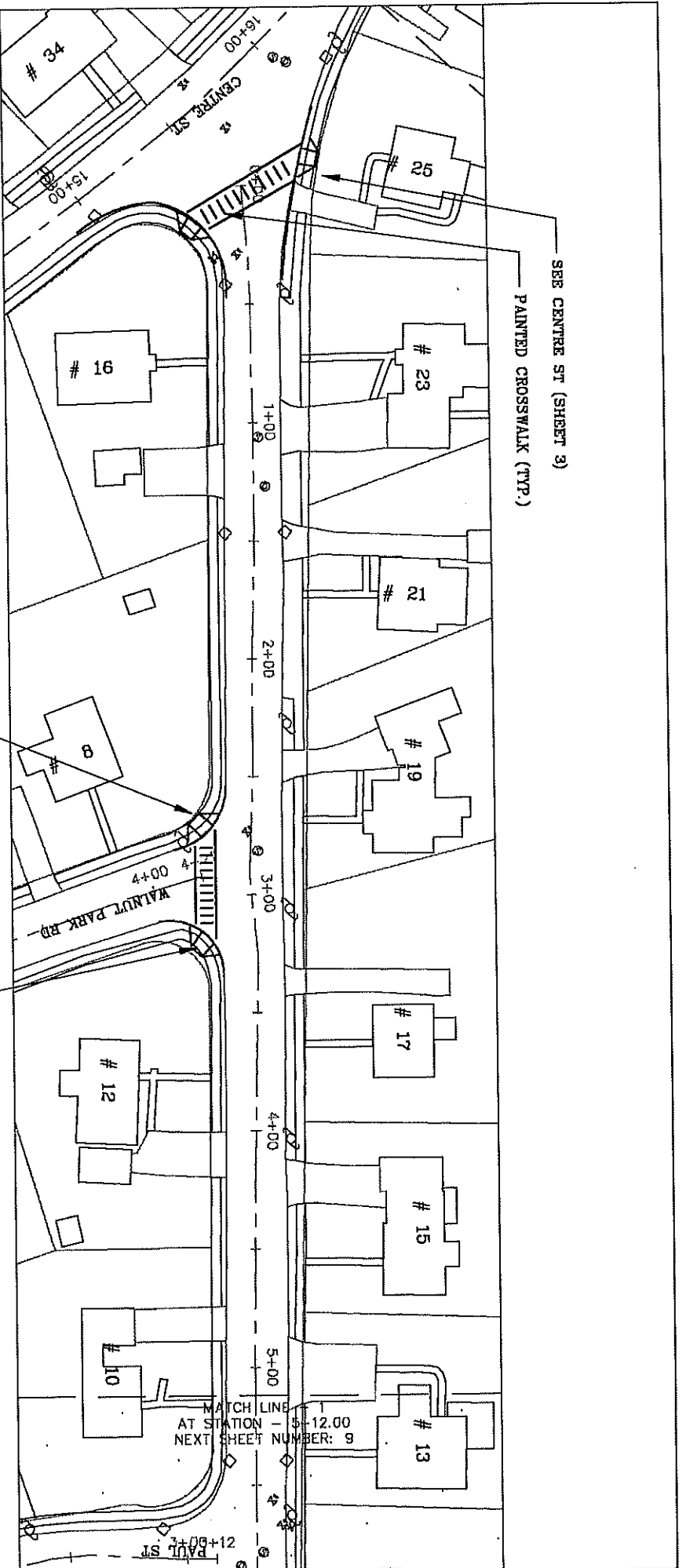


- NOTES:
1. RECLAIM BASE COURSE
 2. PLACE 3" THICK BINDER COURSE
 3. INSTALL VERTICAL GRANITE CURBING AS DIRECTED
 4. INSTALL CEMENT CONCRETE ACCESS RAMPS AS DIRECTED
 5. ADJUST CASTINGS AS NECESSARY
 6. APPLY BIT. CONC. LEVELING COURSE 1" MIN
 7. OVERLAY/REBUILD EXISTING BIT. CONC. SIDEWALKS
 8. LOAM AND SEED DISTURBED AREAS
 9. APPLY CHIP SEAL

SCALE 1"=40'



TOWN OF NATICK, MASSACHUSETTS			
DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION			
73 WEST STREET, NATICK, MA 01760			
ROADWAY IMPROVEMENTS AT			
VARIOUS LOCATIONS 2018			
GIBBS STREET			
PROJECT NO.	DATE	BY	7
18-001	4/3/2018	JBH	



- NOTES:
1. MILL 1.5" FROM ROADWAY SURFACE STA 0+00-STA 10+11
 2. PATCH EXISTING TRENCHES AS DIRECTED
 3. INSTALL VERTICAL GRANITE CURBING AS DIRECTED
 4. INSTALL CEMENT CONCRETE ACCESS RAMPS AS DIRECTED
 5. ADJUST CASTINGS TO FINISH GRADE
 6. PLACE 1.5" TOP WEARING COURSE OF PAVEMENT
 7. INSTALL 5' WIDE BIT. CONC. SIDEWALKS & DRIVEWAY APRONS
 8. LOAM AND SEED DISTURBED AREAS

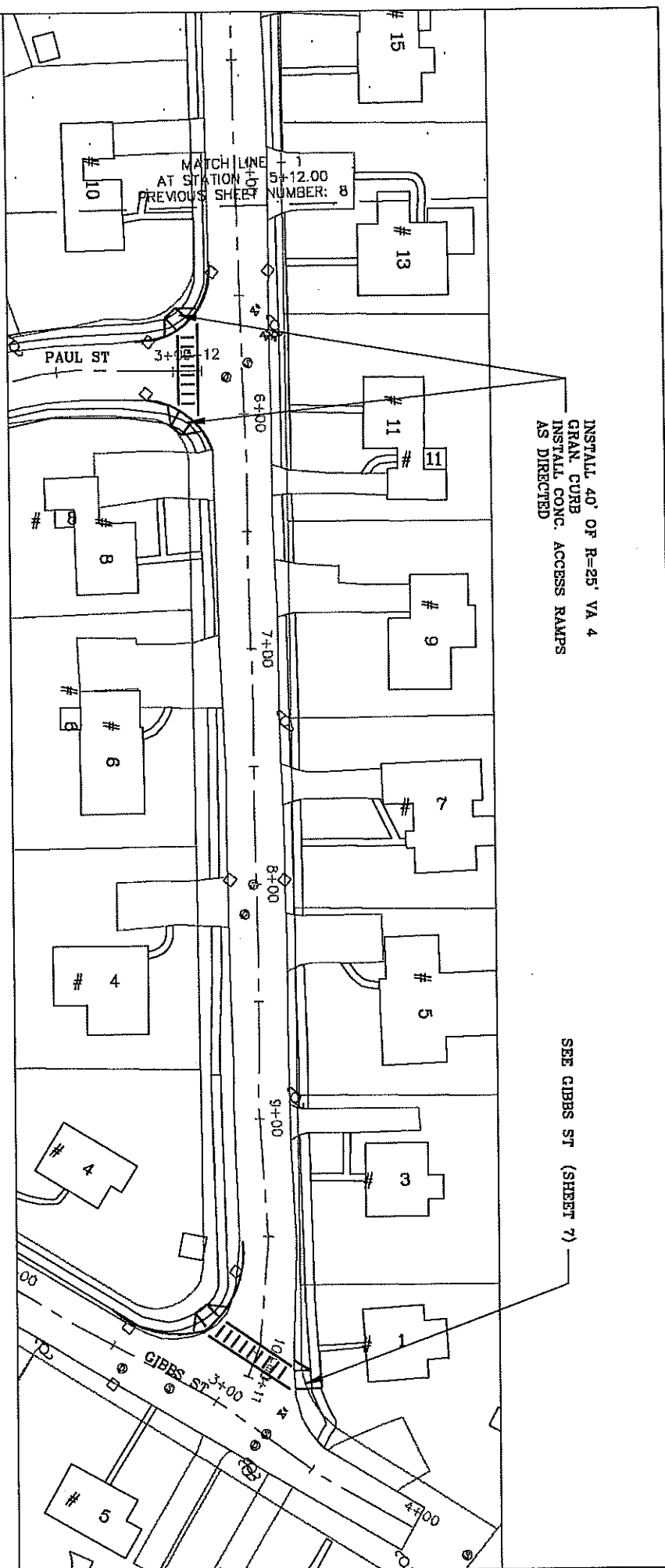
INSTALL 50' OF R=30' OF
VA 4 GRAN. CURB
INSTALL CONC. ACCESS RAMP
AS DIRECTED

INSTALL 80' OF R=30' OF
VA 4 GRAN. CURB
INSTALL CONC. ACCESS RAMP
AS DIRECTED

SCALE 1"=40'



TOWN OF NANTUCKET, MASSACHUSETTS			
DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION			
75 WEST STREET, NANTUCKET, MA 01795			
ROADWAY IMPROVEMENTS AT			
VARIOUS LOCATIONS 2018			
MANOR AVENUE			
DESIGNED BY	DATE	SCALE	SHEET NUMBER
JBH	4/3/2018		8



INSTALL 40' OF R=25' VA 4
GRAN. CURB
INSTALL CONC. ACCESS RAMPS
AS DIRECTED

SEE GIBBS ST (SHEET 7)

- NOTES:
1. MILL 1.5" FROM ROADWAY SURFACE STA 0+00-STA 10+11
 2. PATCH EXISTING TRENCHES AS DIRECTED
 3. INSTALL VERTICAL GRANITE CURBING AS DIRECTED
 4. INSTALL CEMENT CONCRETE ACCESS RAMPS AS DIRECTED
 5. ADJUST CASTINGS TO FINISH GRADE
 6. PLACE 1.5" TOP WEARING COURSE OF PAVEMENT
 7. INSTALL 5" WIDE BIT. CONC. SIDEWALKS & DRIVEWAY APRONS
 8. LOAM AND SEED DISTURBED AREAS

SCALE 1"=40'

TOWN OF NATICK, MASSACHUSETTS
DEPARTMENT OF PUBLIC WORKS - DESIGNING DIVISION
75 WEST STREET, NATICK, MA 01900

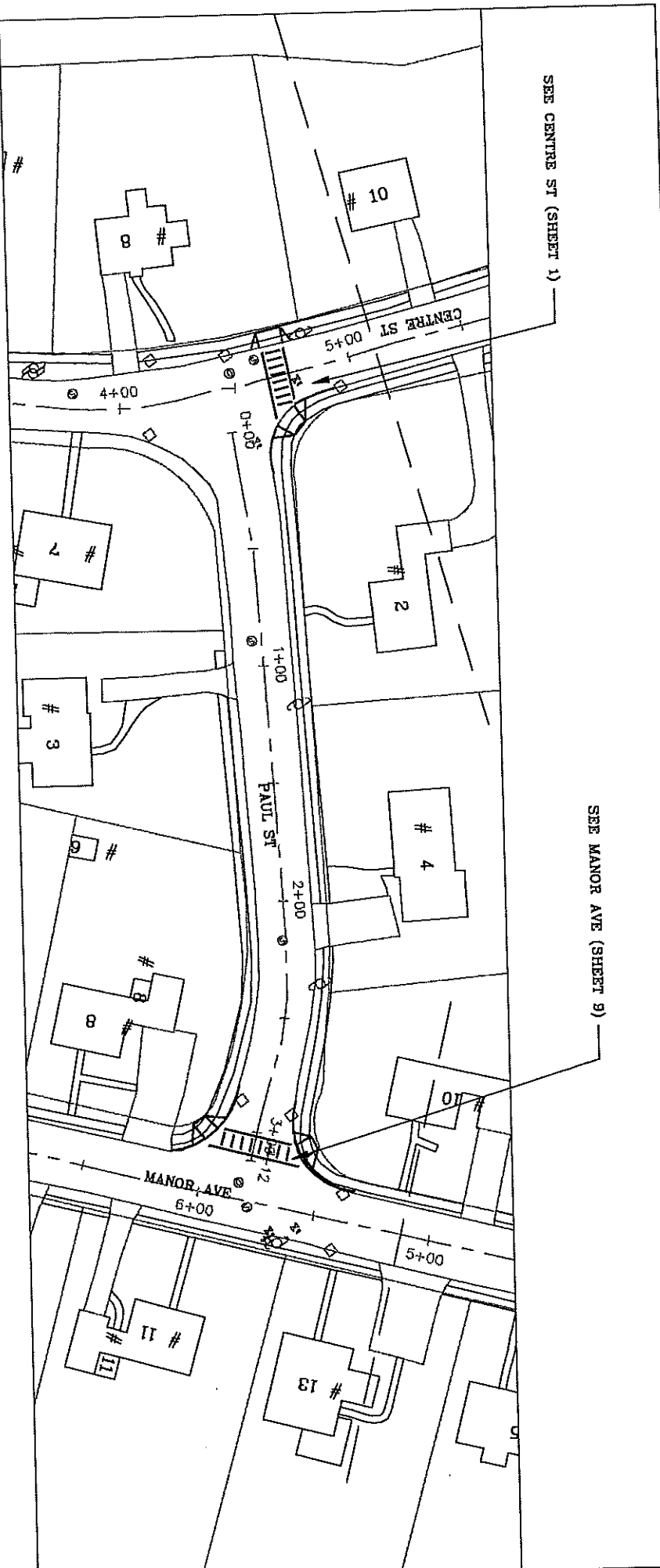
**ROADWAY IMPROVEMENTS AT
VARIOUS LOCATIONS 2018**

MANOR AVENUE

DATE: 4/3/2018

BY: JSH

9



SEE CENTRE ST (SHEET 1)

SEE MANOR AVE (SHEET 9)

- NOTES:
1. MILL 1.5" FROM ROADWAY SURFACE
 2. PATCH EXISTING TRENCHES AS DIRECTED
 3. PATCH EXISTING GRANITE CURBING AS DIRECTED
 4. INSTALL VERTICAL CONCRETE ACCESS RAMPS AS DIRECTED
 5. ADJUST CASTINGS TO FINISH GRADE
 6. PLACE 1.5" TOP WEARING COURSE OF PAVEMENT
 7. INSTALL 5' WIDE BIT. CONC. SIDEWALKS & DRIVEWAY APRONS
 8. LOAM AND SEED DISTURBED AREAS

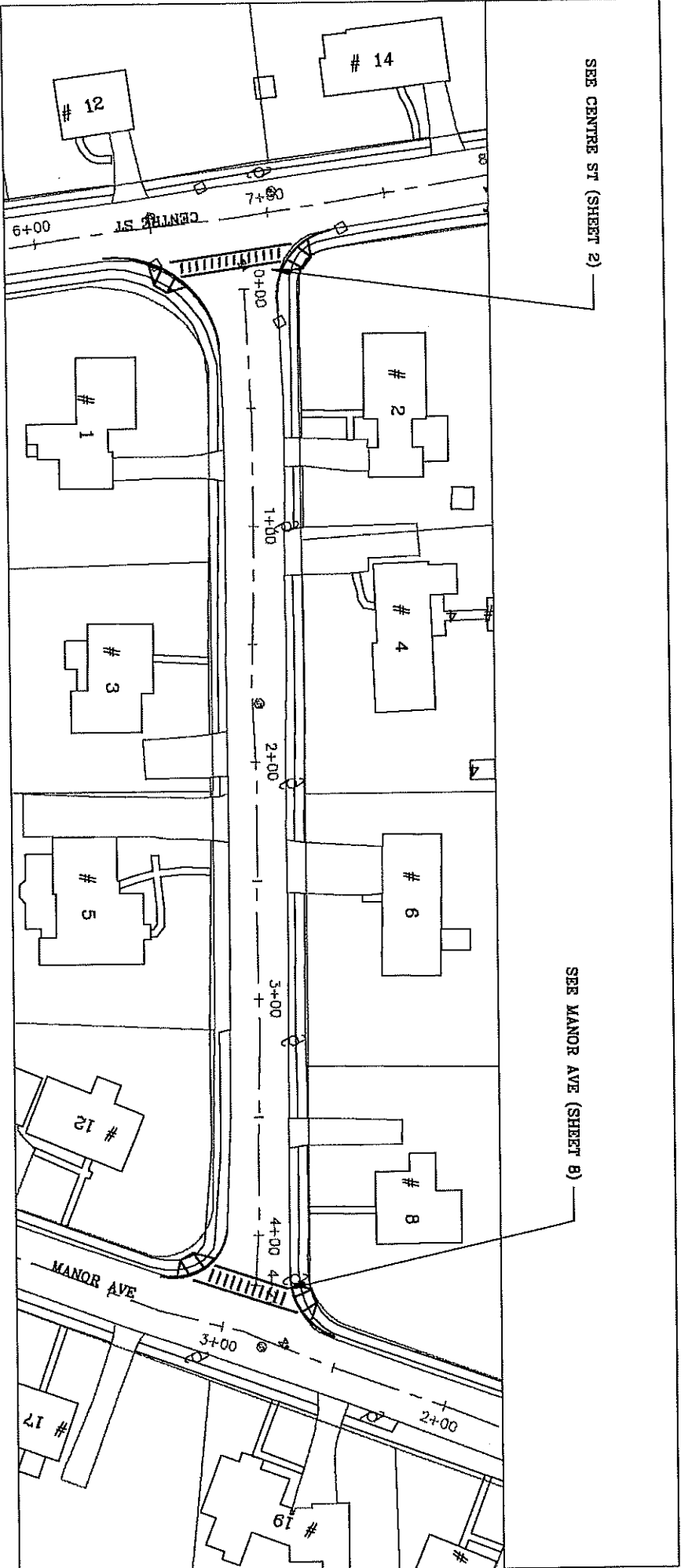
SCALE 1"=40'



TOWN OF NATICK, MASSACHUSETTS
 DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION
 75 WEST STREET, NATICK, MA 01906

PAUL STREET

DESIGNED BY: JBH DATE: 4/3/2018 PROJECT NO: 10

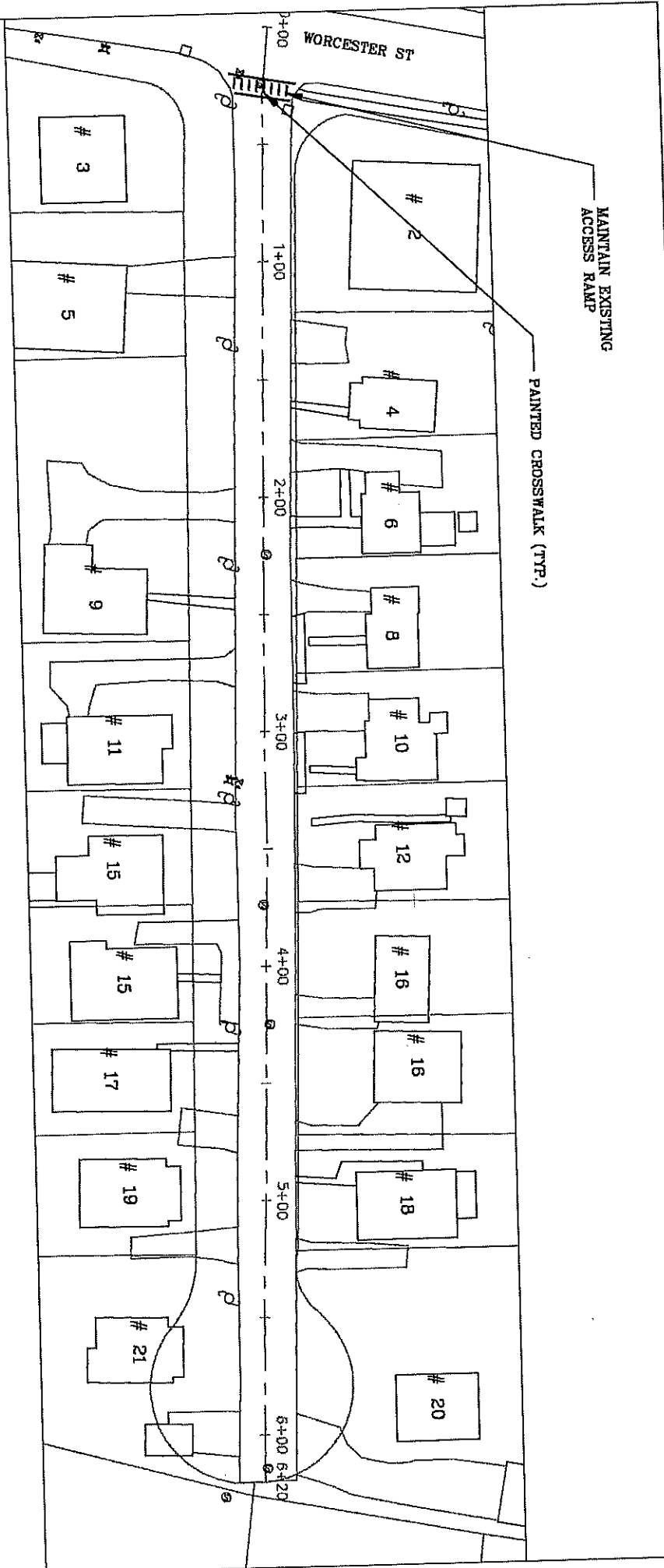


- NOTES:
1. MILL 1.5" FROM ROADWAY SURFACE
 2. PATCH EXISTING TRENCHES AS DIRECTED
 3. INSTALL VERTICAL GRANITE CURBING AS DIRECTED
 4. INSTALL CEMENT CONCRETE ACCESS RAMPS AS DIRECTED
 5. ADJUST CASTINGS TO FINISH GRADE
 6. PLACE 1.5" TOP WEARING COURSE OF PAVEMENT
 7. INSTALL 5' WIDE BIT CONC. SIDEWALKS & DRIVEWAY APRONS
 8. LOAM AND SEED DISTURBED AREAS

SCALE 1"=40'

TOWN OF NATICK, MASSACHUSETTS
DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION
75 WEST STREET, NATICK, MA 01910

ROADWAY IMPROVEMENTS AT VARIOUS LOCATIONS 2018		
WALNUT PARK ROAD		
<small>DESIGNED BY</small> JBH	<small>DATE</small> 4/3/2018	<small>SCALE</small> 1"=40'



- NOTES:
1. RECLAIM BASE COURSE
 2. PLACE 3" THICK BINDER COURSE
 3. INSTALL VERTICAL GRANITE CURBING AS DIRECTED
 4. INSTALL CEMENT CONCRETE ACCESS RAMPS AS DIRECTED
 5. ADJUST CASTINGS AS NECESSARY
 6. APPLY BIT. CONC. LEVELING COURSE 1" MIN
 7. OVERLAY/REBUILD EXISTING BIT. CONC. SIDEWALKS
 8. LOAM AND SEED DISTURBED AREAS
 9. APPLY CHIP SEAL

SCALE 1"=40'

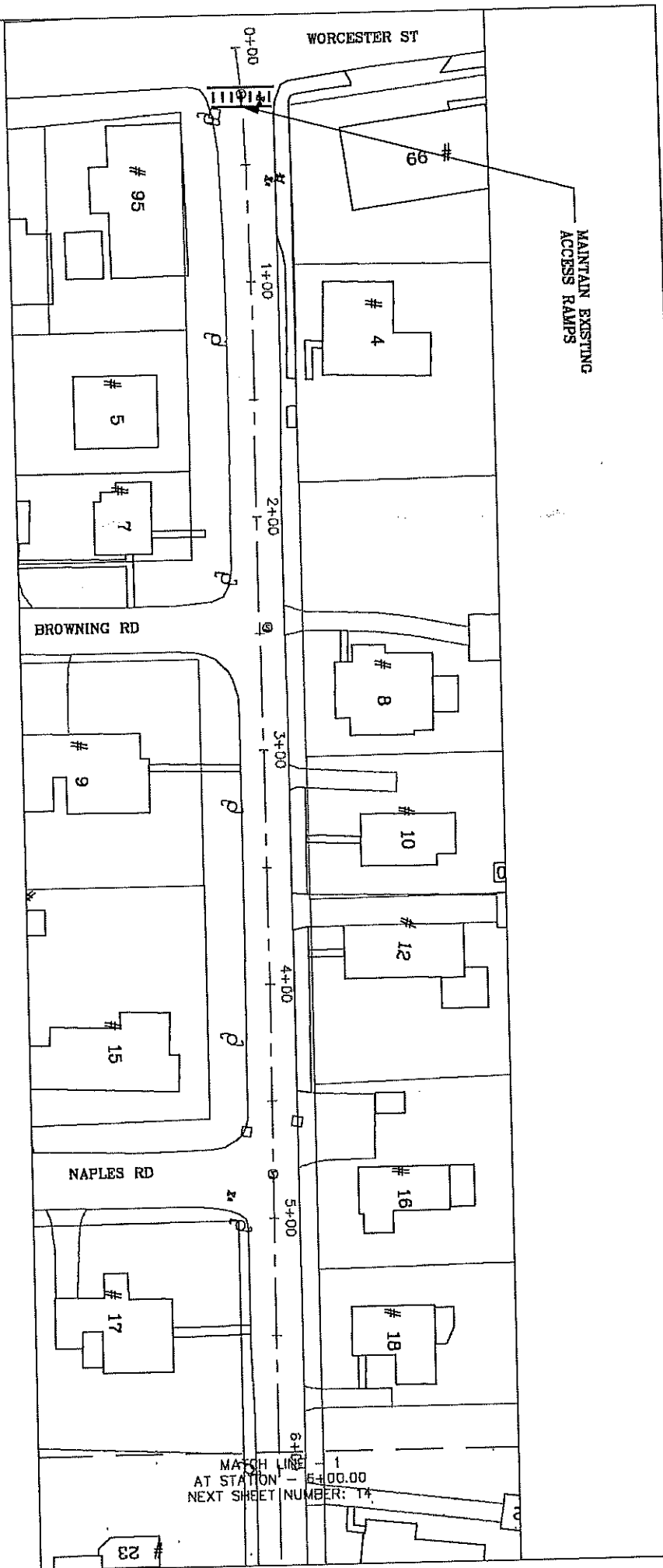


TOWN OF NATICK, MASSACHUSETTS
 DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION
 73 WEST STREET, NATICK, MA 01913

ROADWAY IMPROVEMENTS AT
 VARIOUS LOCATIONS 2018

OVERBROOK TERRACE

DESIGNED BY: JEH
 DATE: 4/3/2018
 DRAWN BY: JEH
 SCALE: 1/2"



MAINTAIN EXISTING
ACCESS RAMPS

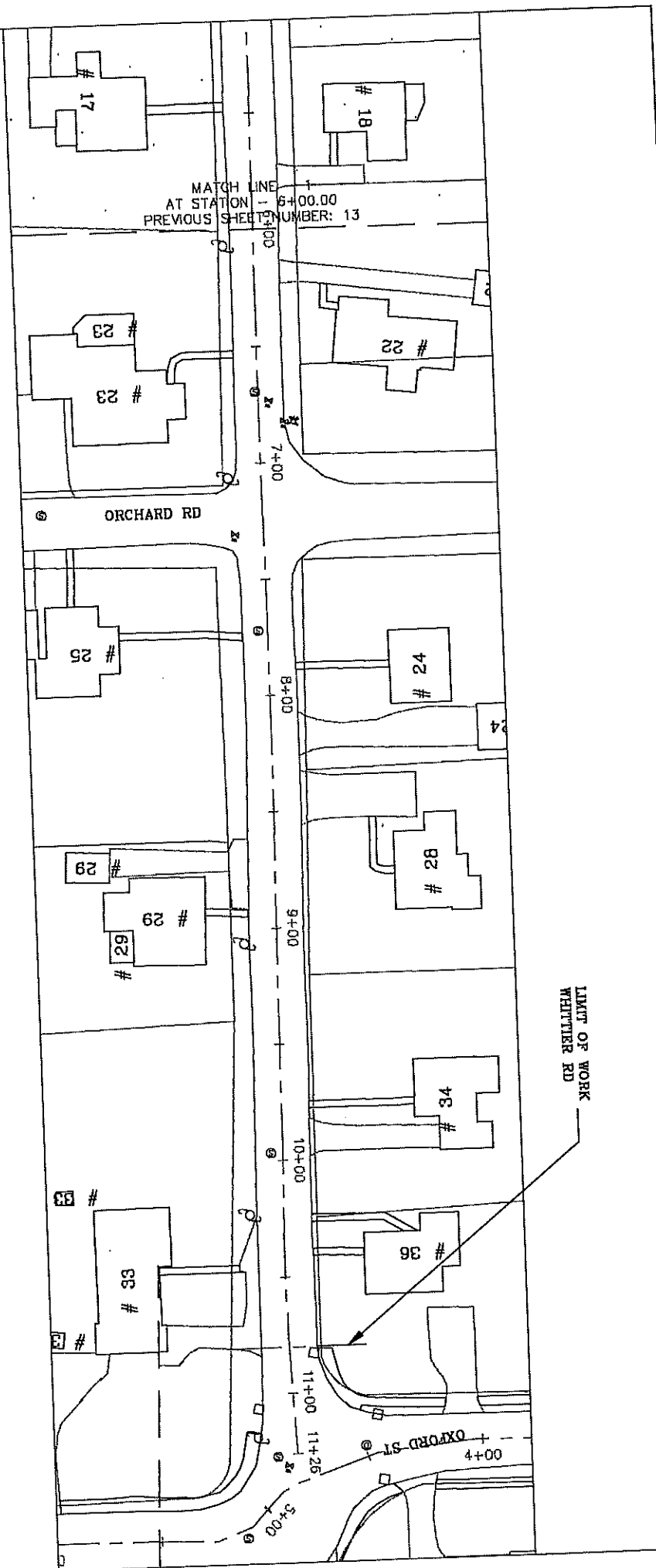
NOTES:

1. RECLAIM BASE COURSE
2. PLACE 3" THICK BINDER COURSE
3. INSTALL VERTICAL GRANITE CURBING AS DIRECTED
4. INSTALL CEMENT CONCRETE ACCESS RAMPS AS DIRECTED
5. ADJUST CASTINGS AS NECESSARY
6. APPLY BIT. CONC. LEVELING COURSE 1" MIN
7. OVERLAY/REBUILD EXISTING BIT. CONC. SIDEWALKS
8. LOAM AND SEED DISTURBED AREAS
9. APPLY CHIP SEAL

SCALE 1"=40'



TOWN OF NATICK, MASSACHUSETTS		
DEPARTMENT OF PUBLIC WORKS - DESIGNING DIVISION		
73 WEST STREET, NATICK, MA 01910		
ROADWAY IMPROVEMENTS AT		
VARIOUS LOCATIONS 2018		
WHITTIER ROAD		
JBH	DATE 4/3/2018	SHEET 13



MATCH LINE
AT STATION 6+00.00
PREVIOUS SHEET NUMBER: 13

LIMIT OF WORK
WHITTIER RD

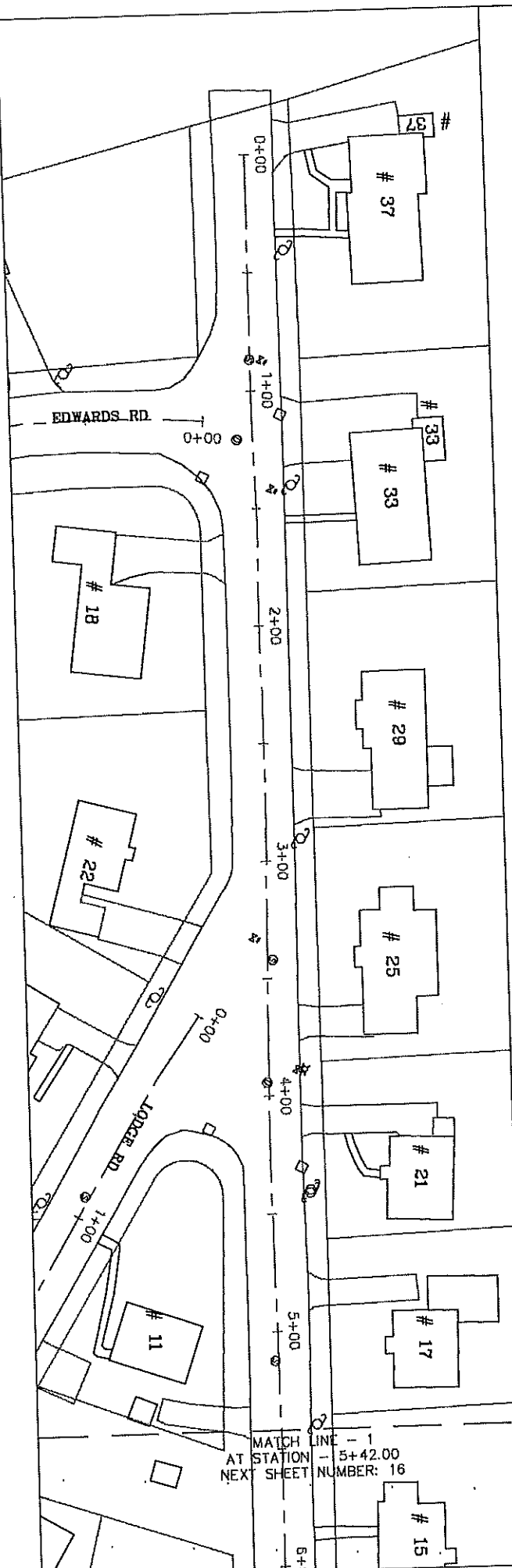
- NOTES:
1. RECLAIM BASE COURSE
 2. PLACE 3" THICK BINDER COURSE
 3. INSTALL VERTICAL GRANITE CURBING AS DIRECTED
 4. INSTALL CEMENT CONCRETE ACCESS RAMPS AS DIRECTED
 5. ADJUST CASTINGS AS NECESSARY
 6. APPLY BIT. CONC. LEVELING COURSE 1" MIN
 7. OVERLAY/REBUILD EXISTING BIT. CONC. SIDEWALKS
 8. LOAM AND SEED DISTURBED AREAS
 9. APPLY CHIP SEAL

SCALE 1" = 40'



TOWN OF NATICK, MASSACHUSETTS			
DEPARTMENT OF PUBLIC WORKS - DESIGNING DIVISION			
75 WEST STREET, NATICK, MA 01760			
ROADWAY IMPROVEMENTS AT			
VARIOUS LOCATIONS 2018			
WHITTIER ROAD			
JBH	4/3/2018	14	

- NOTES:
1. TRENCH PATCH AS DIRECTED
 2. PLACE BITUMINOUS CONC. LEVELING COURSE
 3. ENTIRE LENGTH OF ROADWAY
 4. ADJUST CASTINGS AS NECESSARY
 5. LOAM AND SEED DISTURBED AREAS
 6. APPLY CHIP SEAL TREATMENT



SCALE 1"=40'



TOWN OF NANTUCKET, MASSACHUSETTS
 DEPARTMENT OF PUBLIC WORKS - HIGHWAY DIVISION
 25 WEST STREET, NANTUCKET, MA 02550

ROADWAY IMPROVEMENTS AT
 VARIOUS LOCATIONS 2018

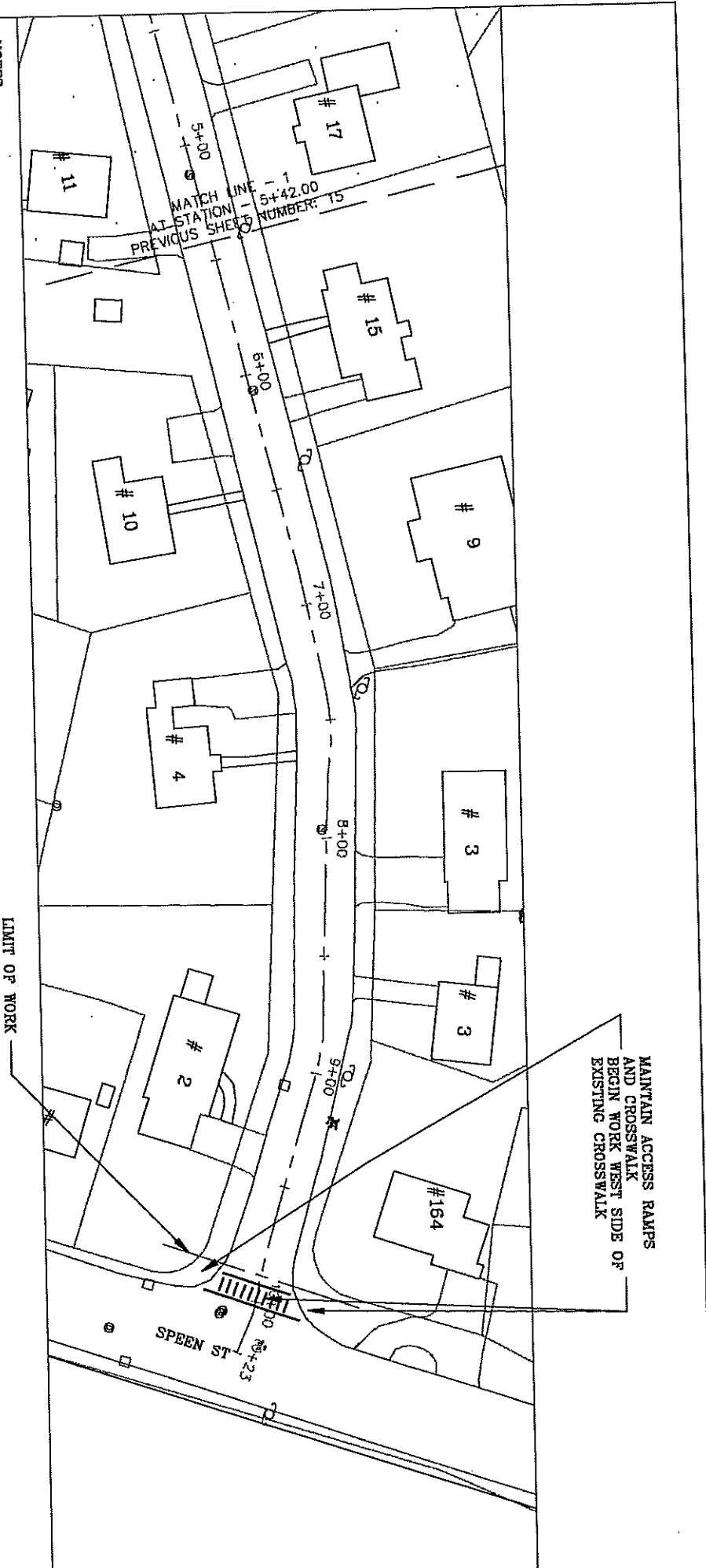
BELMORE ROAD

DATE: 4/3/2018

BY: JBH



15

MATCH LINE - 1
 AT STATION - 5+42.00
 NEXT SHEET NUMBER: 16



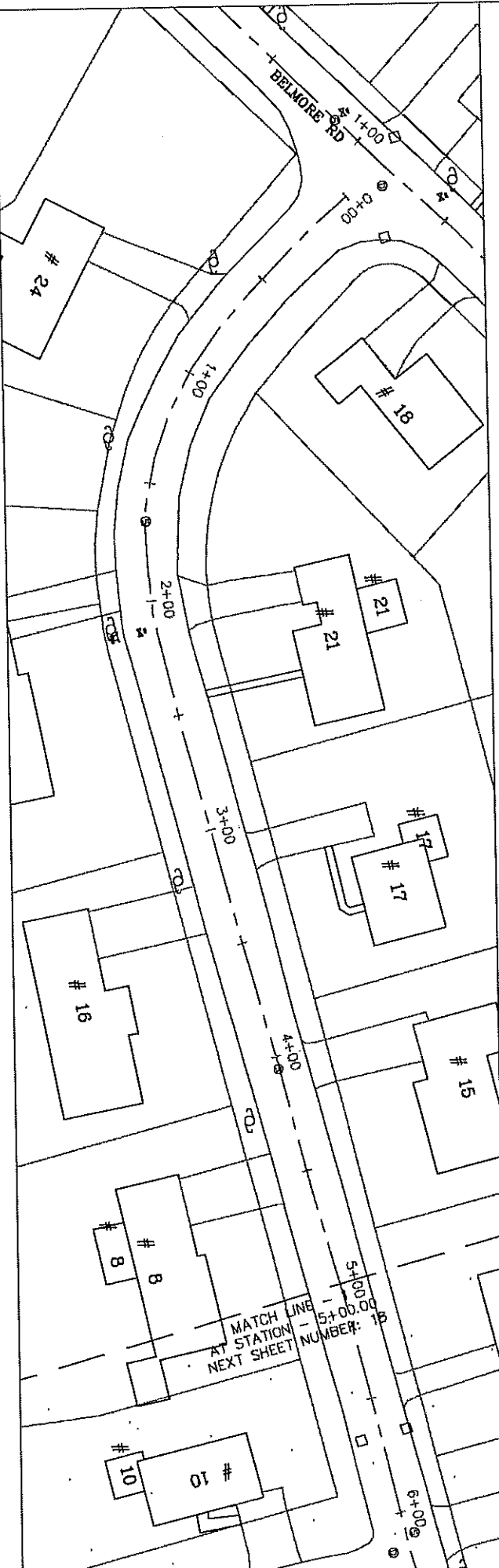
- NOTES:
1. TRENCH PATCH AS DIRECTED
 2. PLACE BITUMINOUS CONC. LEVELING COURSE
 3. ENTIRE LENGTH OF ROADWAY
 4. ADJUST CASTINGS AS NECESSARY
 5. LOAM AND SEED DISTURBED AREAS
 6. APPLY CHIP SEAL TREATMENT

SCALE 1"=40'

TOWN OF NATICK, MASSACHUSETTS
DEPARTMENT OF PUBLIC WORKS - DRIVINGWAY DIVISION
75 WEST STREET, NATICK, MA 01760

ROADWAY IMPROVEMENTS AT	
VARIOUS LOCATIONS 2018	
BEIMORE ROAD	
<small>DATE: 4/3/2018</small>	<small>BY: JBH</small>



- NOTES:
1. RECLAIM BASE COURSE
 2. PLACE 3" THICK BINDER COURSE
 3. INSTALL VERTICAL GRANITE CURBING AS DIRECTED
 4. INSTALL CEMENT CONCRETE ACCESS RAMPS AS DIRECTED
 5. ADJUST CASTINGS AS NECESSARY
 6. APPLY BIT. CONC. LEVELING COURSE 1" MIN
 7. OVERLAY/REBUILD EXISTING BIT. CONC. SIDEWALKS
 8. LOAM AND SEED DISTURBED AREAS
 9. APPLY CHIP SEAL

SCALE 1"=40'



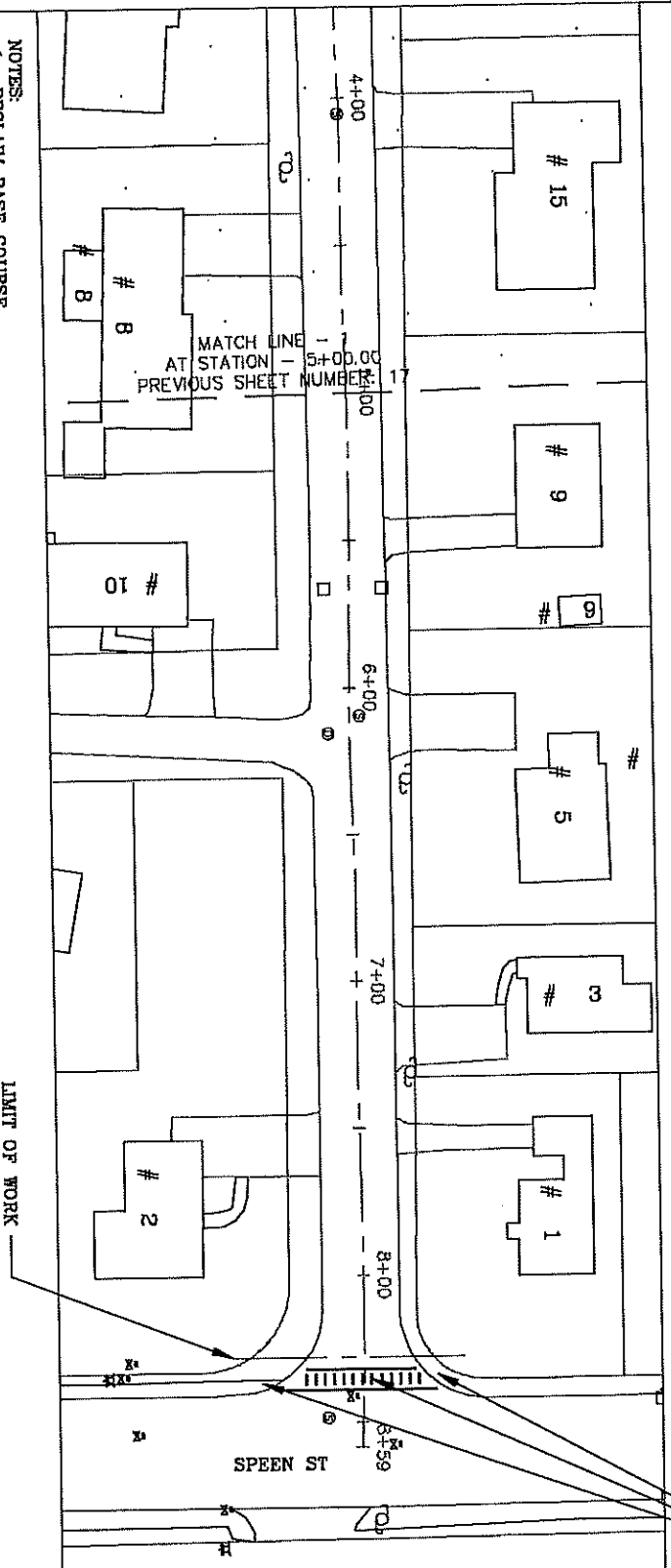
TOWN OF NATICK, MASSACHUSETTS
 DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION
 75 WEST STREET, NATICK, MA 01750

ROADWAY IMPROVEMENTS AT
 VARIOUS LOCATIONS 2018

EDWARDS ROAD

DESIGNED BY: JBH DATE: 4/3/2018 SHEET: 17

MAINTAIN EXISTING ACCESS RAMP
AND EXISTING CROSSWALK
BEGIN WORK WEST SIDE OF CROSSWALK



- NOTES:
1. RECLAIM BASE COURSE
 2. PLACE 3" THICK BINDER COURSE
 3. INSTALL VERTICAL GRANITE CURBING AS DIRECTED
 4. INSTALL CEMENT CONCRETE ACCESS RAMPS AS DIRECTED
 5. ADJUST CASTINGS AS NECESSARY
 6. APPLY BIT. CONC. LEVELING COURSE 1" MIN
 7. LOAM AND SEED DISTURBED AREAS
 8. APPLY CHIP SEAL

SCALE 1"=40'



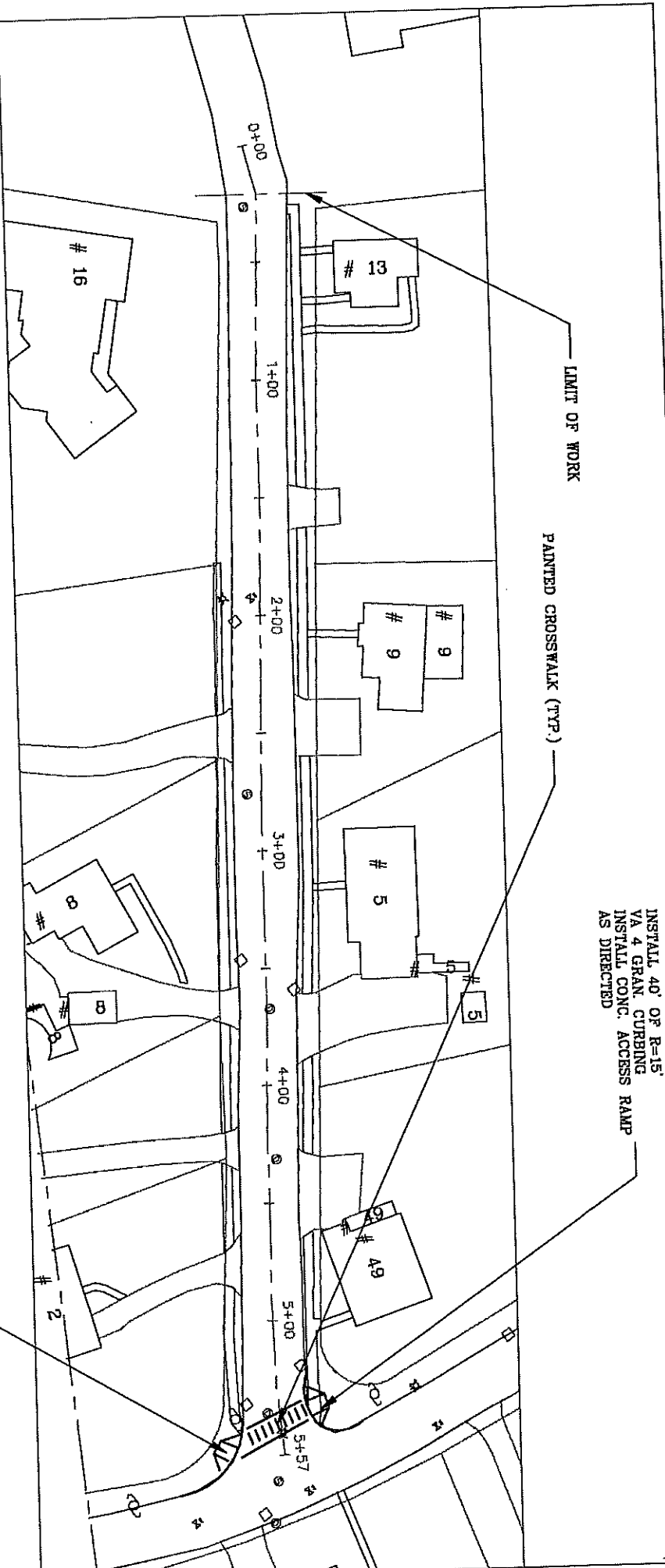
TOWN OF NATICK, MASSACHUSETTS
DEPARTMENT OF PUBLIC WORKS - DRINKING WATER
75 WEST STREET, NATICK, MA 01760

ROADWAY IMPROVEMENTS AT
VARIOUS LOCATIONS 2018

EDWARDS ROAD

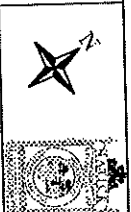
DATE 4/3/2018

18



- NOTES:
1. RECLAIM BASE COURSE
 2. PLACE 3" THICK BINDER COURSE
 3. INSTALL VERTICAL GRANITE CURBING AS DIRECTED
 4. INSTALL CEMENT CONCRETE ACCESS RAMPS AS DIRECTED
 5. ADJUST CASTINGS AS NECESSARY
 6. APPLY BIT. CONC. LEVELING COURSE 1" MIN
 7. OVERLAY/REBUILD EXISTING BIT. CONC. SIDEWALKS
 8. LOAM AND SEED DISTURBED AREAS
 9. APPLY CHIP SEAL

SCALE 1"=40'



TOWN OF NATICK, MASSACHUSETTS
 DIVISION OF PUBLIC WORKS - ENGINEERING DIVISION
 75 WEST STREET, NATICK, MA 01906

ROADWAY IMPROVEMENTS AT
 VARIOUS LOCATIONS 2018

JAMESON STREET

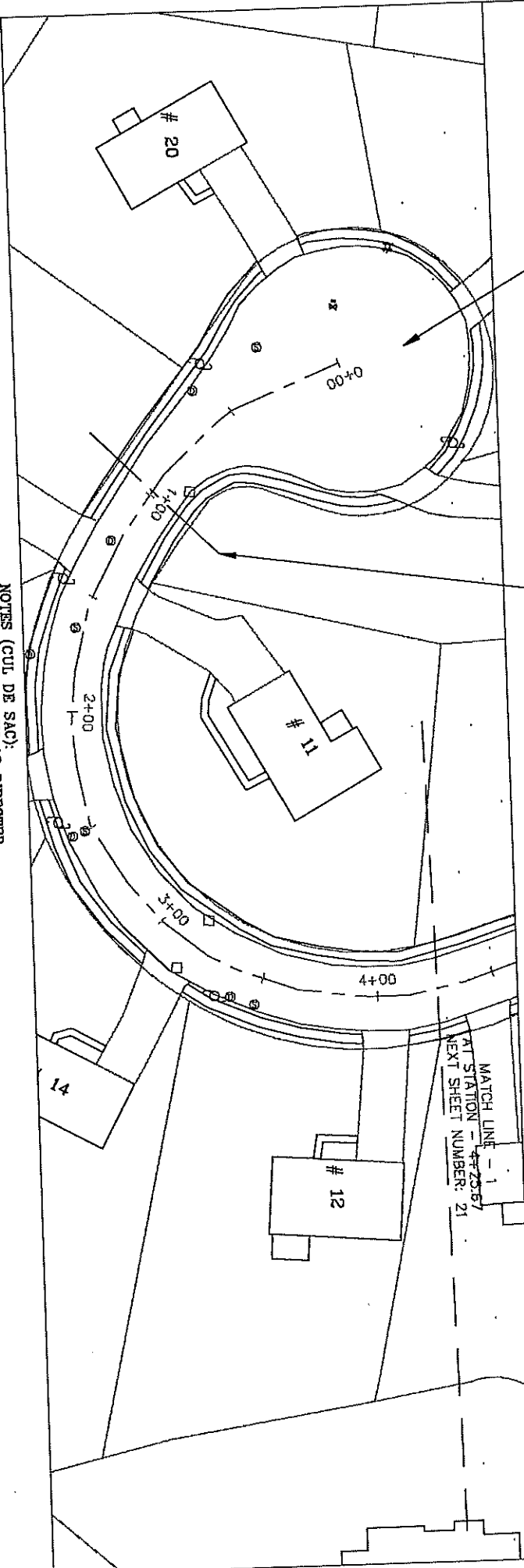
DATE: 4/3/2018

BY: JBH

19

SEE CUL. DE SAC NOTES

LIMIT OF RECLAIM



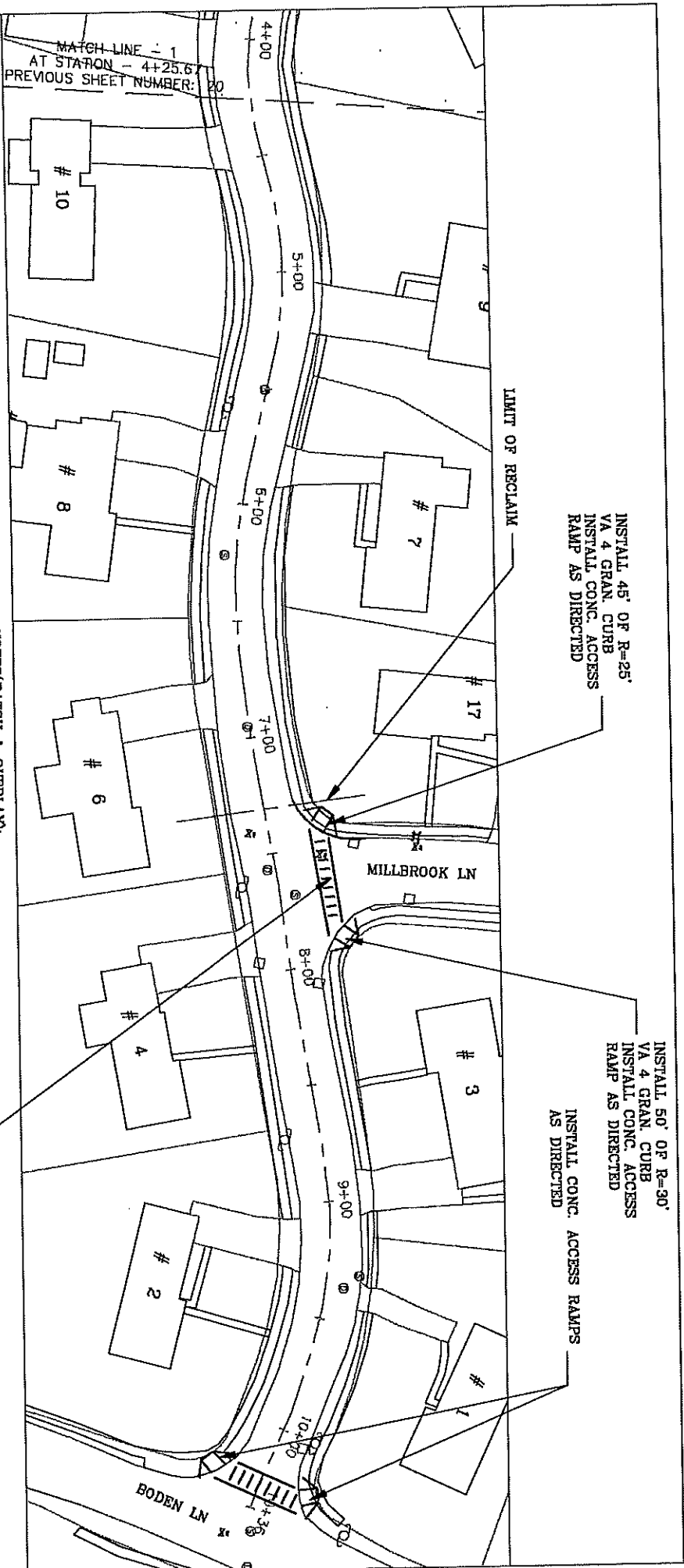
- NOTES:
1. RECLAIM BASE COURSE STA 1+00 - 7+50
 2. PLACE 3" THICK BINDER COURSE
 3. INSTALL VERTICAL GRANITE CURBING AS DIRECTED
 4. INSTALL CEMENT CONCRETE ACCESS RAMPS AS DIRECTED
 5. ADJUST CASTINGS AS NECESSARY
 6. APPLY BIT. CONC. LEVELING COURSE 1" MIN
 7. OVERLAY/REBUILD EXISTING BIT. CONC. SIDEWALKS
 8. LOAM AND SEED DISTURBED AREAS
 9. APPLY CHIP SEAL

- NOTES (CUL. DE SAC):
1. TRENCH PATCH AS DIRECTED
 2. PLACE BITUMINOUS CONC. LEVELING COURSE
 3. ENTIRE LENGTH OF ROADWAY
 4. ADJUST CASTINGS AS NECESSARY
 5. APPLY CHIP SEAL ROAD TREATMENT
 6. LOAM AND SEED DISTURBED AREAS

SCALE 1"=40'



TOWN OF NATICK, MASSACHUSETTS			
DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION			
75 WEST STREET, NATICK, MA 01740			
ROADWAY IMPROVEMENTS AT			
VARIOUS LOCATIONS 2018			
OXBOW ROAD			
DESIGNED BY	DATE	SCALE	SHEET
JBH	4/3/2018	1"=40'	20

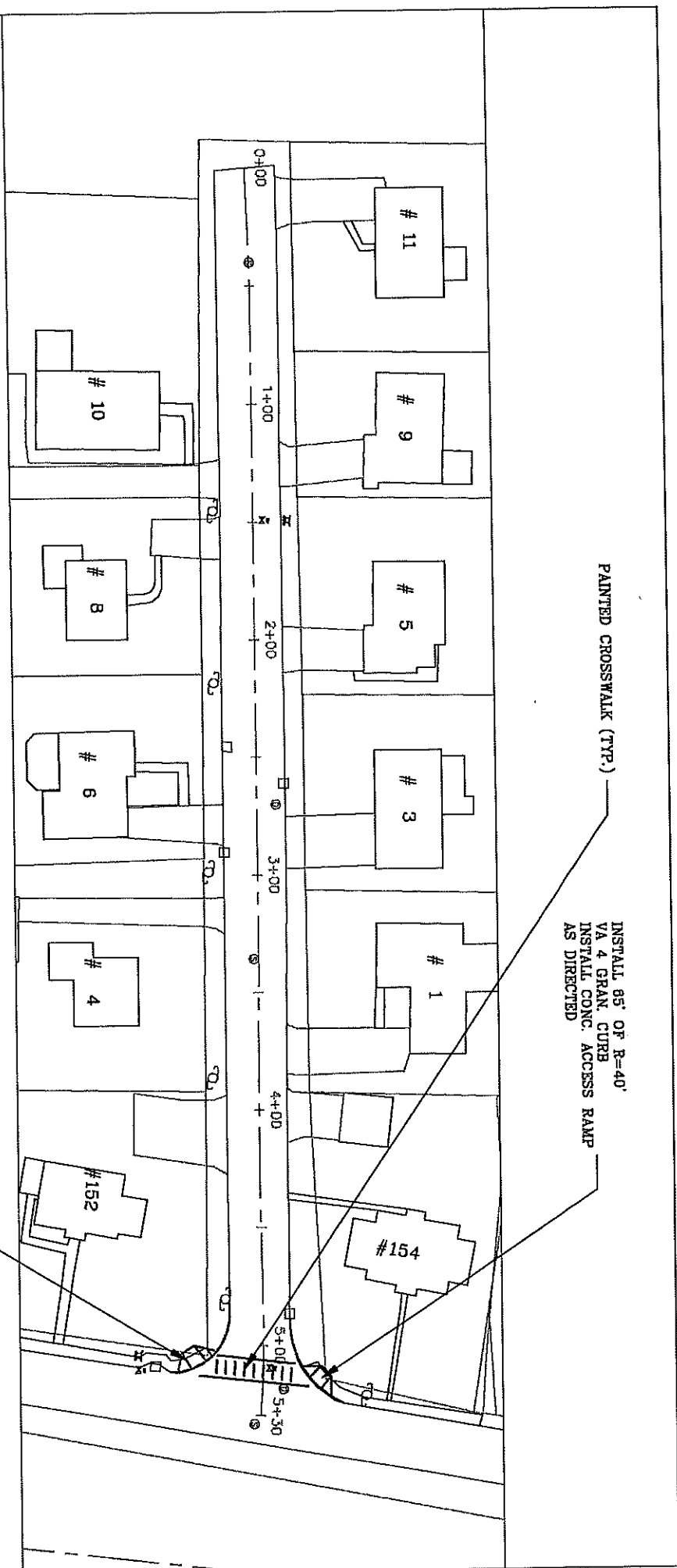


- NOTES(RECLAIM):
1. RECLAIM BASE COURSE STA 1+00 - 7+50
 2. PLACE 3" THICK BINDER COURSE
 3. INSTALL VERTICAL GRANITE CURBING AS DIRECTED
 4. INSTALL CEMENT CONCRETE ACCESS RAMPS AS DIRECTED
 5. ADJUST CASTINGS AS NECESSARY
 6. APPLY BIT. CONC. LEVELING COURSE 1" MIN
 7. OVERLAY/REBUILD EXISTING BIT. CONC. SIDEWALKS
 8. LOAM AND SEED DISTURBED AREAS
 9. APPLY CHIP SEAL

- NOTES(PATCH & OVERLAY):
1. TRENCH PATCH AS DIRECTED STA 7+50 - 10+25
 2. PLACE BITUMINOUS CONC. LEVELING COURSE ENTIRE LENGTH OF ROADWAY
 3. ADJUST CASTINGS AS NECESSARY
 4. APPLY CHIP SEAL ROAD TREATMENT
 5. LOAM AND SEED DISTURBED AREAS

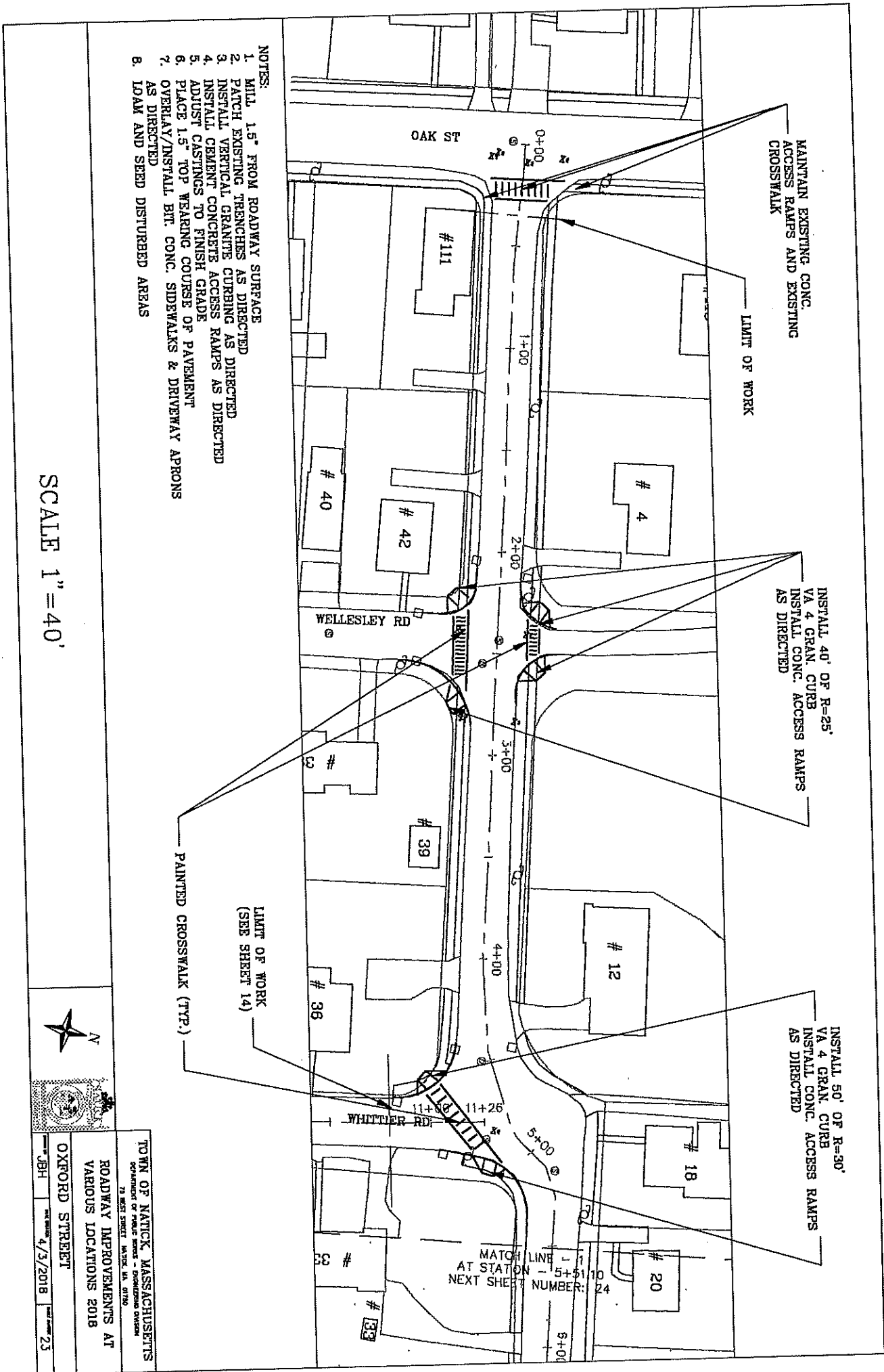
SCALE 1"=40'

TOWN OF NATICK, MASSACHUSETTS <small>DEPARTMENT OF PUBLIC WORKS & ENGINEERING DIVISION</small> <small>75 WEST STREET, NATICK, MA 01908</small>	ROADWAY IMPROVEMENTS AT VARIOUS LOCATIONS 2018 OXBOW ROAD
<small>DESIGNED BY</small> JBH	<small>DATE</small> 4/3/2018
<small>PROJECT NUMBER</small> 21	



SCALE 1"=40'

TOWN OF NATICK, MASSACHUSETTS	
DEPARTMENT OF PUBLIC WORKS - OPERATIONS DIVISION	
73 WEST STREET, NATICK, MA 01700	
ROADWAY IMPROVEMENTS AT	
VARIOUS LOCATIONS 2018	
WALNUT AVENUE	
JRH	4/3/2018
22	



- NOTES:
1. MILL 1.5" FROM ROADWAY SURFACE
 2. PATCH EXISTING TRENCHES AS DIRECTED
 3. INSTALL VERTICAL GRANITE CURBING AS DIRECTED
 4. INSTALL CEMENT CONCRETE ACCESS RAMPS AS DIRECTED
 5. ADJUST CASTINGS TO FINISH GRADE
 6. PLACE 1.5" TOP WEARING COURSE OF PAVEMENT
 7. OVERLAY/INSTALL BIT. CONC. SIDEWALKS & DRIVEWAY APRONS AS DIRECTED
 8. LODAM AND SEED DISTURBED AREAS

SCALE 1"=40'



TOWN OF NANTUCKET, MASSACHUSETTS			
DEPARTMENT OF PUBLIC WORKS - DESIGN DIVISION			
73 WEST STREET, NANTUCKET, MA 01990			
ROADWAY IMPROVEMENTS AT			
VARIOUS LOCATIONS 2018			
OXFORD STREET			
Drawn by: JBH	Scale: 1"=40'	Date: 4/3/2018	Sheet: 23

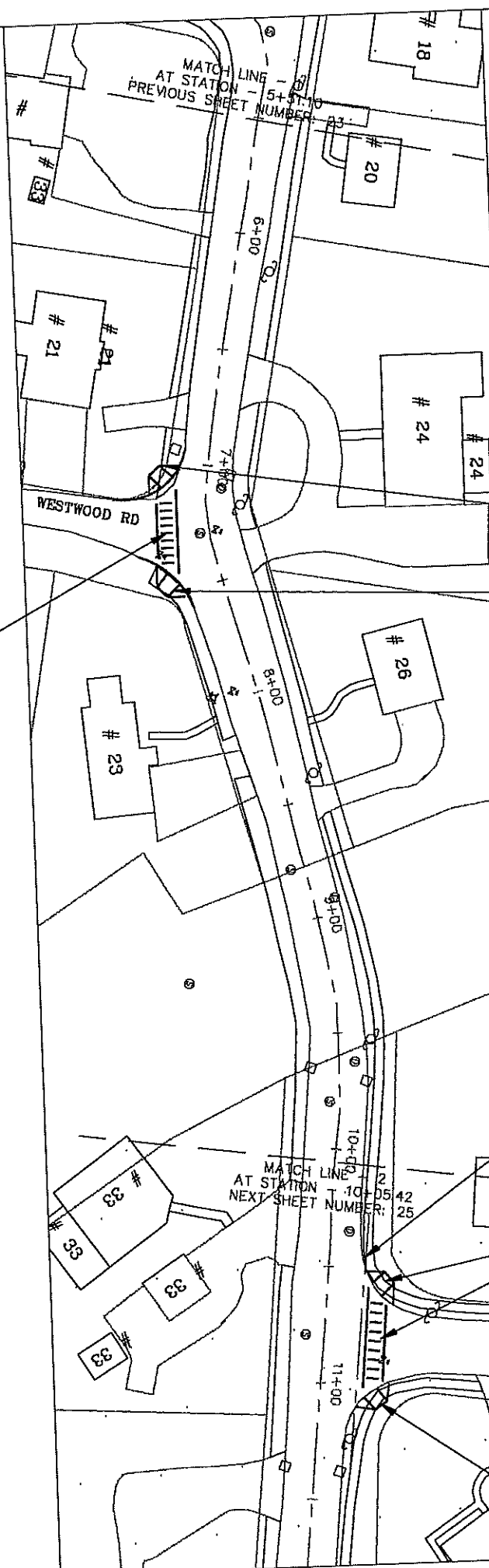
MATCH LINE
AT STATION 5+51.10
NEXT SHEET NUMBER: 24

INSTALL 40' OF R=25'
VA 4 GRAN. CURB
INSTALL CONC. ACCESS RAMP
AS DIRECTED

INSTALL 78' OF R=50'
VA 4 GRAN. CURB
INSTALL CONC. ACCESS RAMP
AS DIRECTED

LIMIT OF WORK

MAINTAIN EXISTING CONC.
ACCESS RAMPS AND EXISTING
CROSSWALK



- NOTES:
1. MILL 1.5" FROM ROADWAY SURFACE
 2. PATCH EXISTING TRENCHES AS DIRECTED
 3. PATCH EXISTING GRANITE CURBING AS DIRECTED
 4. INSTALL CEMENT CONCRETE ACCESS RAMPS AS DIRECTED
 5. ADJUST CASTINGS TO FINISH GRADE
 6. PLACE 1.5" TOP WEARING COURSE OF PAVEMENT
 7. OVERLAY/INSTALL BIT. CONC. SIDEWALKS & DRIVEWAY APRONS AS DIRECTED
 8. LOAM AND SEED DISTURBED AREAS

PAINTED CROSSWALK (TYP.)

SCALE 1"=40'



TOWN OF NATICK, MASSACHUSETTS
REPAIRS TO PUBLIC ROADS - DISTRICT PROJECT
72 WEST STREET, NATICK, MA 01740

ROADWAY IMPROVEMENTS AT
VARIOUS LOCATIONS 2018

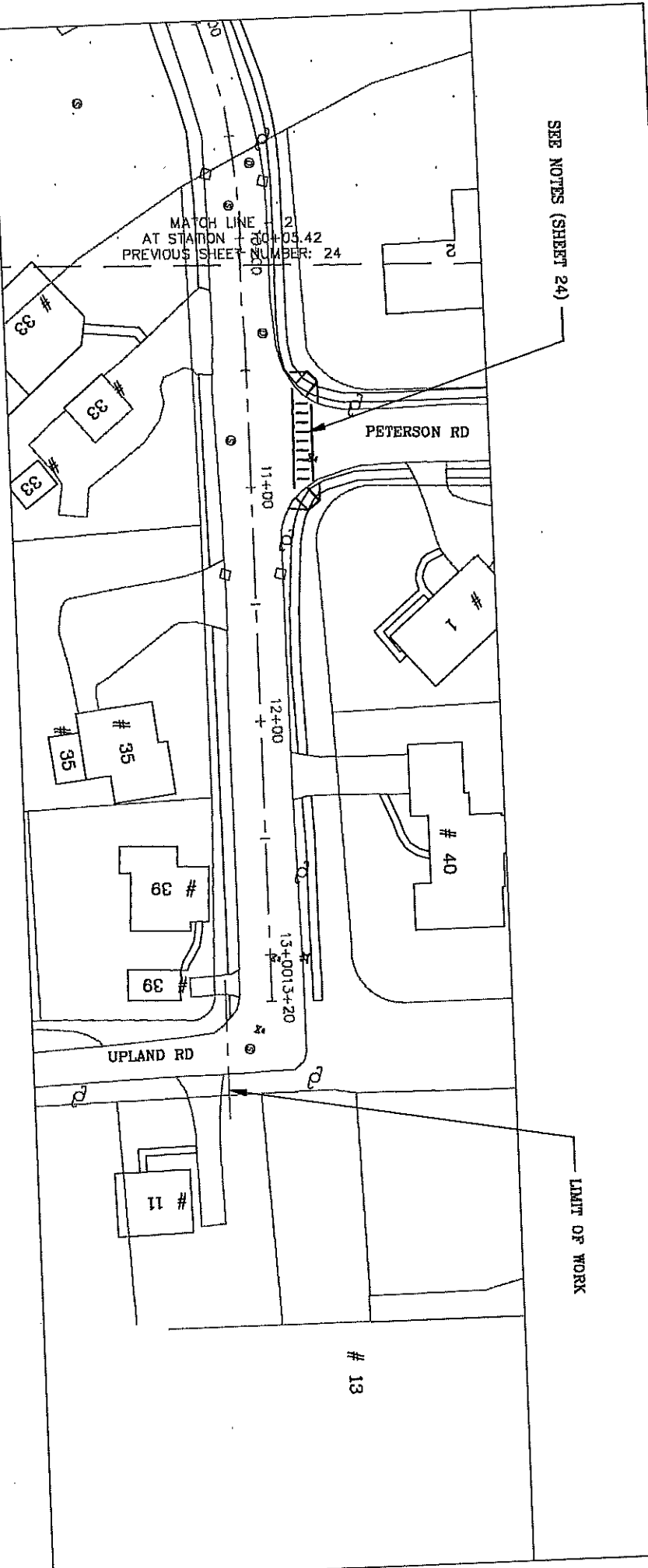
OXFORD STREET

DATE: 4/3/2018

BY: JBH

SHEET 24

SEE NOTES (SHEET 24)



NOTES:

1. MILL 1.5" FROM ROADWAY SURFACE
2. PATCH EXISTING TRENCHES AS DIRECTED
3. INSTALL VERTICAL GRANITE CURBING AS DIRECTED
4. INSTALL CEMENT CONCRETE ACCESS RAMPS AS DIRECTED
5. ADJUST CASTINGS TO FINISH GRADE
6. PLACE 1.5" TOP WEARING COURSE OF PAVEMENT
7. OVERLAY/INSTALL BIT. CONC. SIDEWALKS & DRIVEWAY APRONS
8. AS DIRECTED
9. LOAM AND SEED DISTURBED AREAS

SCALE 1"=40'



TOWN OF NATICK, MASSACHUSETTS
 DEPARTMENT OF PUBLIC WORKS - OPERATIONS DIVISION
 75 WEST STREET, NATICK, MA 01750
 ROADWAY IMPROVEMENTS AT
 VARIOUS LOCATIONS 2018
 OXFORD STREET
 JOB# 4/3/2018 25

MAINTAIN EXISTING CONC.
ACCESS RAMPS AND EXISTING
CROSSWALK

LIMIT OF WORK

WORCESTER RD

0+00

1+00

2+00

3+00

4+00

5+00

MATCH LINE
AT STATION 1+48.48
NEXT SHEET NUMBER: 27

37

3

7

#

10

12

14

17

18

- NOTES:
1. RECLAIM BASE COURSE
 2. PLACE 3" THICK BINDER COURSE
 3. INSTALL VERTICAL GRANITE CURBING AS DIRECTED
 4. INSTALL CEMENT CONCRETE ACCESS RAMPS AS DIRECTED
 5. ADJUST CASTINGS AS NECESSARY
 6. APPLY BIT. CONC. LEVELING COURSE 1" MIN
 7. LOAM AND SEED DISTURBED AREAS
 8. APPLY CHIP SEAL

SCALE 1"=40'

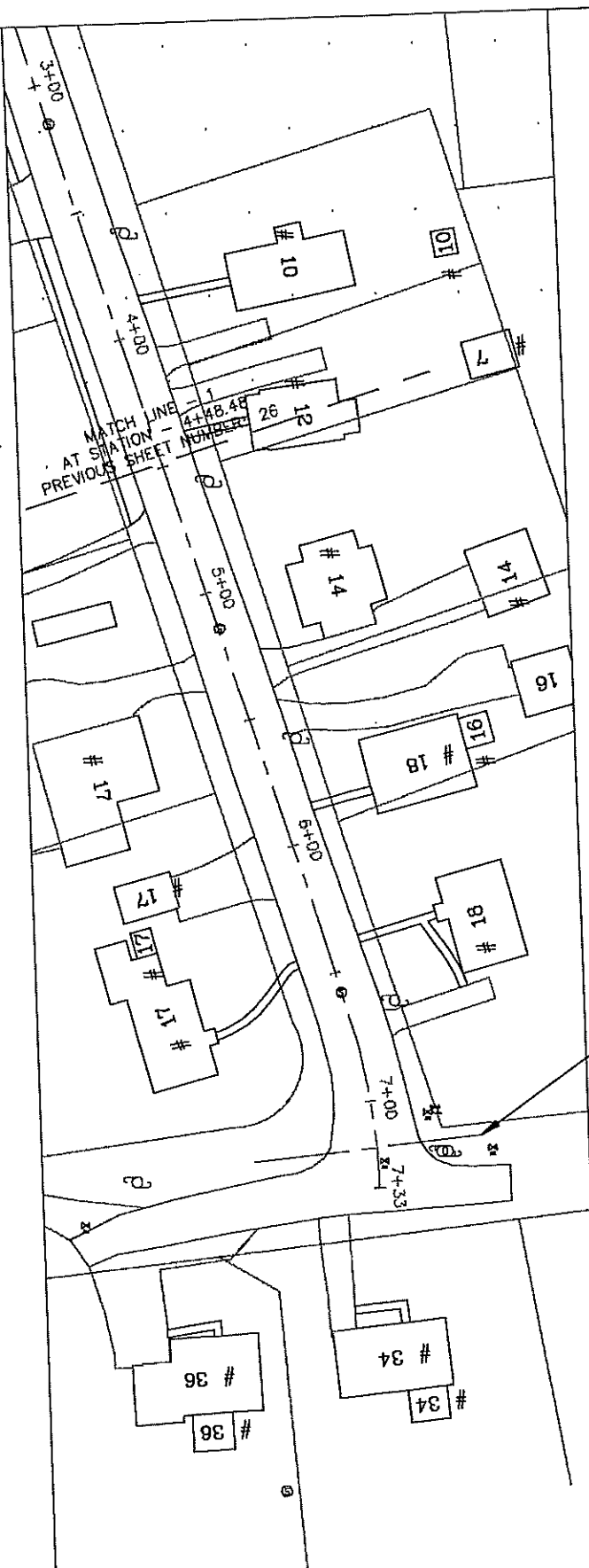


TOWN OF NATICK, MASSACHUSETTS
REPAIRS OF PUBLIC WORKS - DIVERSIFIED PROJECT
72 WEST STREET, NATICK, MA 01913

ROADWAY IMPROVEMENTS AT
VARIOUS LOCATIONS 2018

BYRON ROAD

JBH 4/3/2018 26



- NOTES:
1. RECLAIM BASE COURSE
 2. PLACE 3" THICK BINDER COURSE
 3. INSTALL VERTICAL GRANITE CURBING AS DIRECTED
 4. INSTALL CEMENT CONCRETE ACCESS RAMPS AS DIRECTED
 5. ADJUST CASTINGS AS NECESSARY
 6. APPLY BIT. CONC. LEVELING COURSE 1" MIN
 7. LOAM AND SEED DISTURBED AREAS
 8. APPLY CHIP SEAL

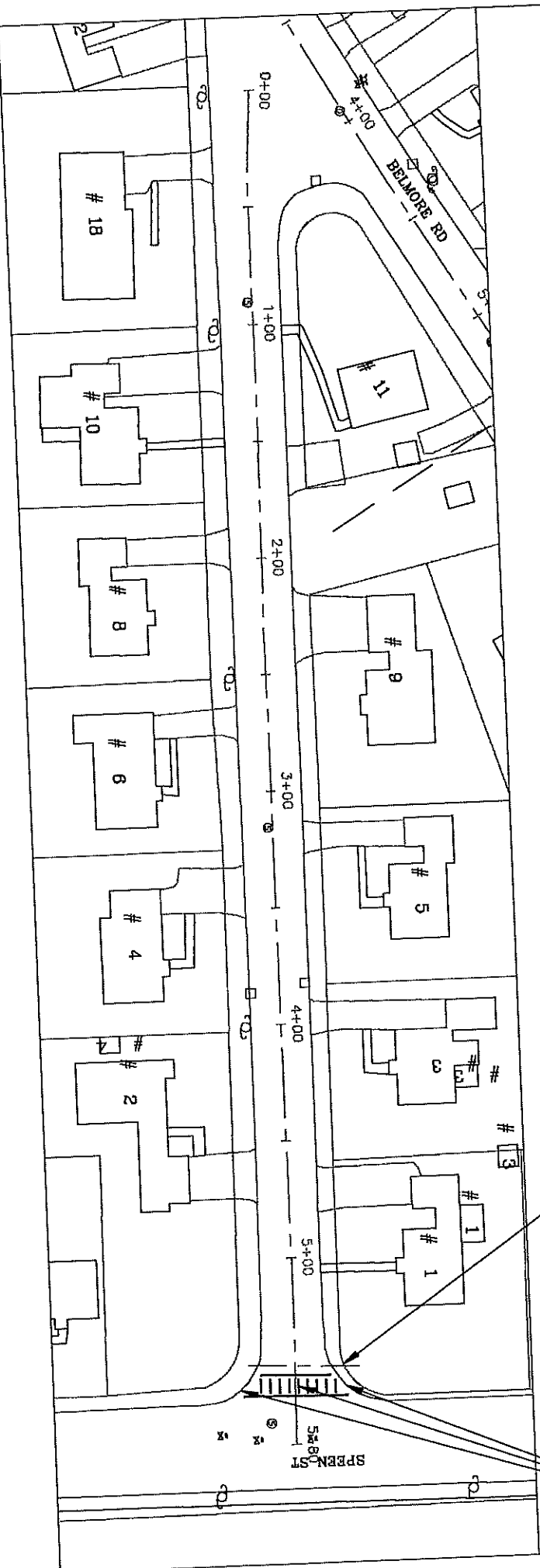
SCALE 1"=40'



TOWN OF NATICK, MASSACHUSETTS			
DEPARTMENT OF PUBLIC WORKS - DESIGN/CONSTRUCTION DIVISION			
75 WEST STREET, NATICK, MA 01760			
ROADWAY IMPROVEMENTS AT			
VARIOUS LOCATIONS 2018			
BYRON ROAD			
DESIGNED BY	JBH	DATE	4/3/2018
PROJECT NUMBER		SHEET NUMBER	27

MAINTAIN EXISTING CONC. ACCESS
RAMPS AND EXISTING CROSSWALK

LIMIT OF WORK



- NOTES:
1. RECLAIM BASE COURSE
 2. PLACE 3" THICK BINDER COURSE
 3. INSTALL VERTICAL GRANITE CURBING AS DIRECTED
 4. INSTALL CEMENT CONCRETE ACCESS RAMPS AS DIRECTED
 5. ADJUST CASTINGS AS NECESSARY
 6. APPLY BIT. CONC. LEVELING COURSE 1" MIN
 7. LOAM AND SEED DISTURBED AREAS
 8. APPLY CHIP SEAL

SCALE 1"=40'

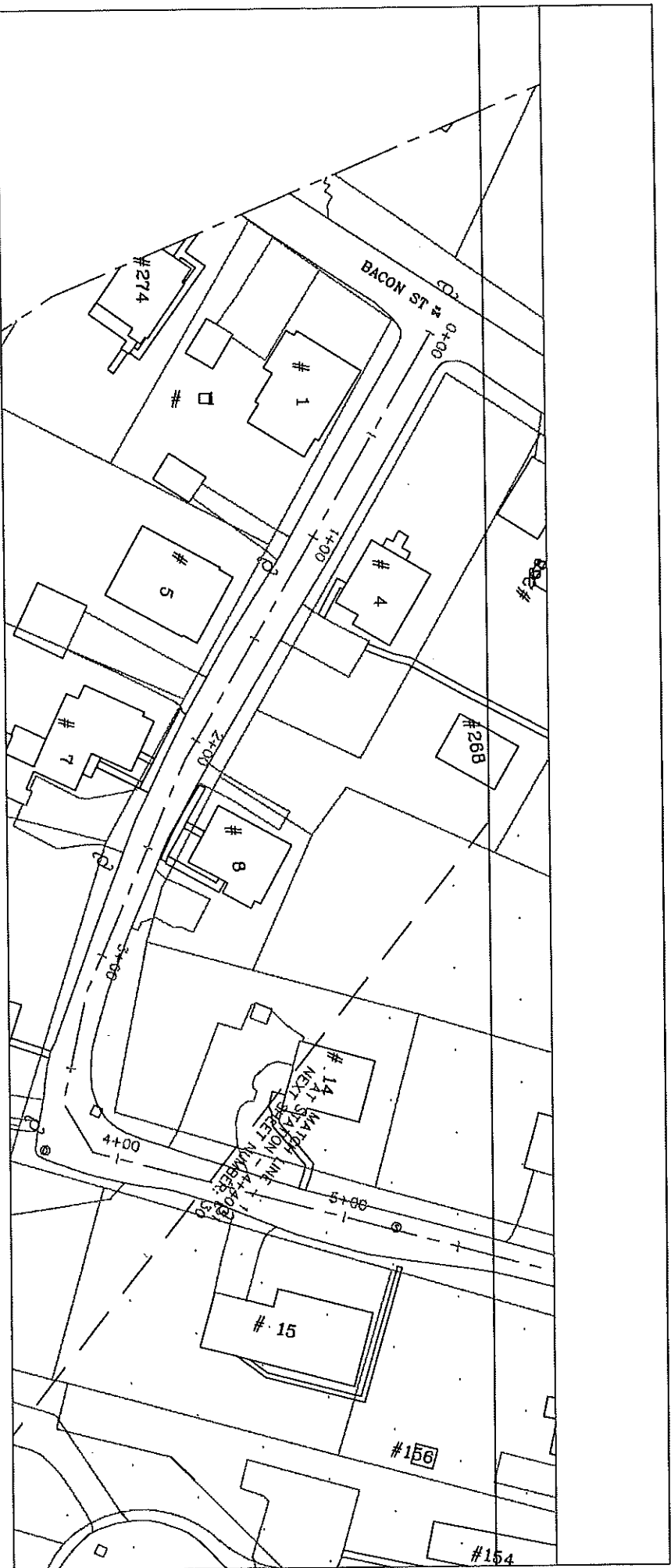


TOWN OF NATICK, MASSACHUSETTS
DIVISION OF PUBLIC WORKS - COMMUNITY DESIGN
75 WEST STREET, NATICK, MA 01913

LODGE ROAD
VARIOUS LOCATIONS 2018

DATE 4/3/2018

28

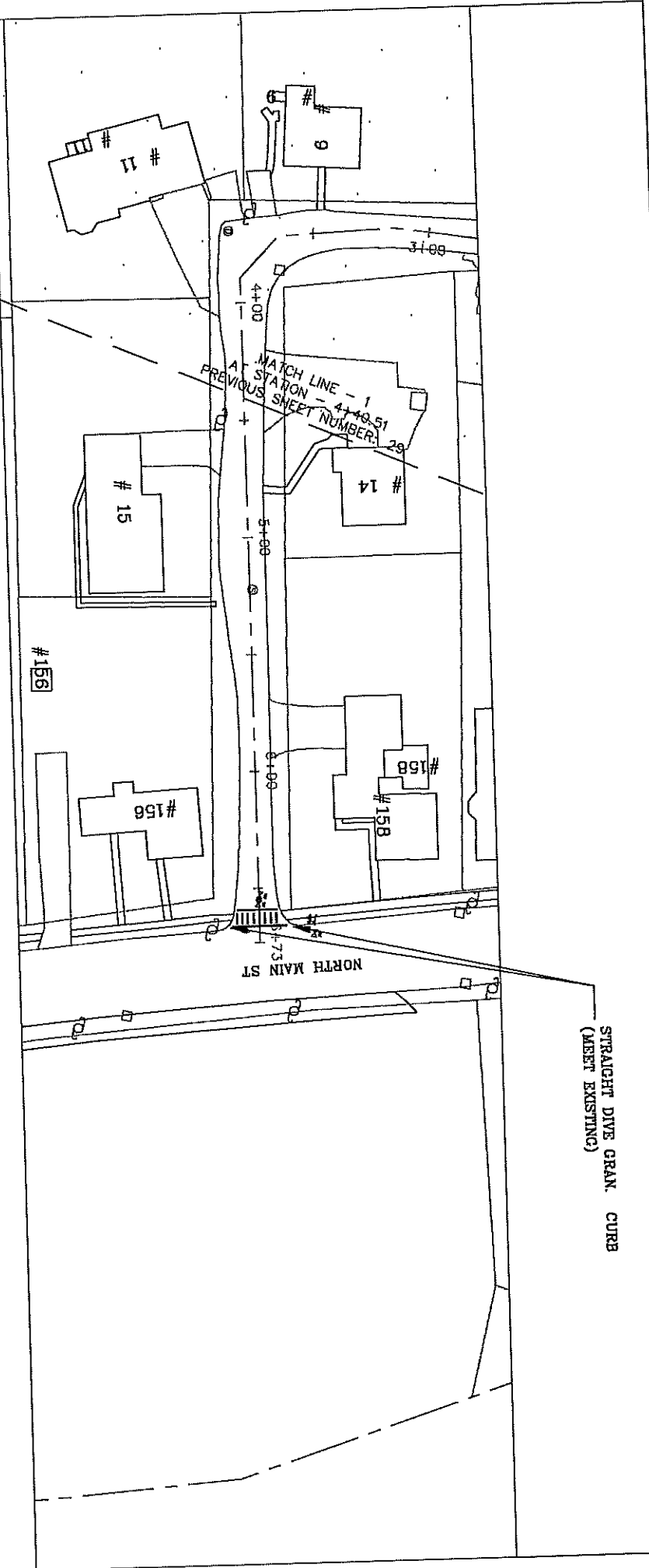


- NOTES:
1. RECLAIM BASE COURSE
 2. PLACE 3" THICK BINDER COURSE
 3. INSTALL VERTICAL GRANITE CURBING AS DIRECTED
 4. INSTALL CEMENT CONCRETE ACCESS RAMPS AS DIRECTED
 5. ADJUST CASTINGS AS NECESSARY
 6. APPLY BIT. CONC. LEVELING COURSE 1" MIN
 7. LOAM AND SEED DISTURBED AREAS
 8. APPLY CHIP SEAL

SCALE 1"=40'



TOWN OF NATICK, MASSACHUSETTS			
DEPARTMENT OF PUBLIC WORKS - DESIGNING DIVISION			
75 WEST STREET, NATICK, MA 01740			
ROADWAY IMPROVEMENTS AT			
VARIOUS LOCATIONS 2018			
MEADOW STREET			
Drawn by	JBH	Scale	4/3/2018
Sheet Number	29		



- NOTES:
1. RECLAIM BASE COURSE
 2. PLACE 3" THICK BINDER COURSE
 3. INSTALL VERTICAL GRANITE CURBING AS DIRECTED
 4. INSTALL CEMENT CONCRETE ACCESS RAMPS AS DIRECTED
 5. ADJUST CASTINGS AS NECESSARY
 6. APPLY BIT. CONC. LEVELING COURSE 1" MIN
 7. LOAM AND SEED DISTURBED AREAS
 8. APPLY CHIP SEAL

SCALE 1" = 40'

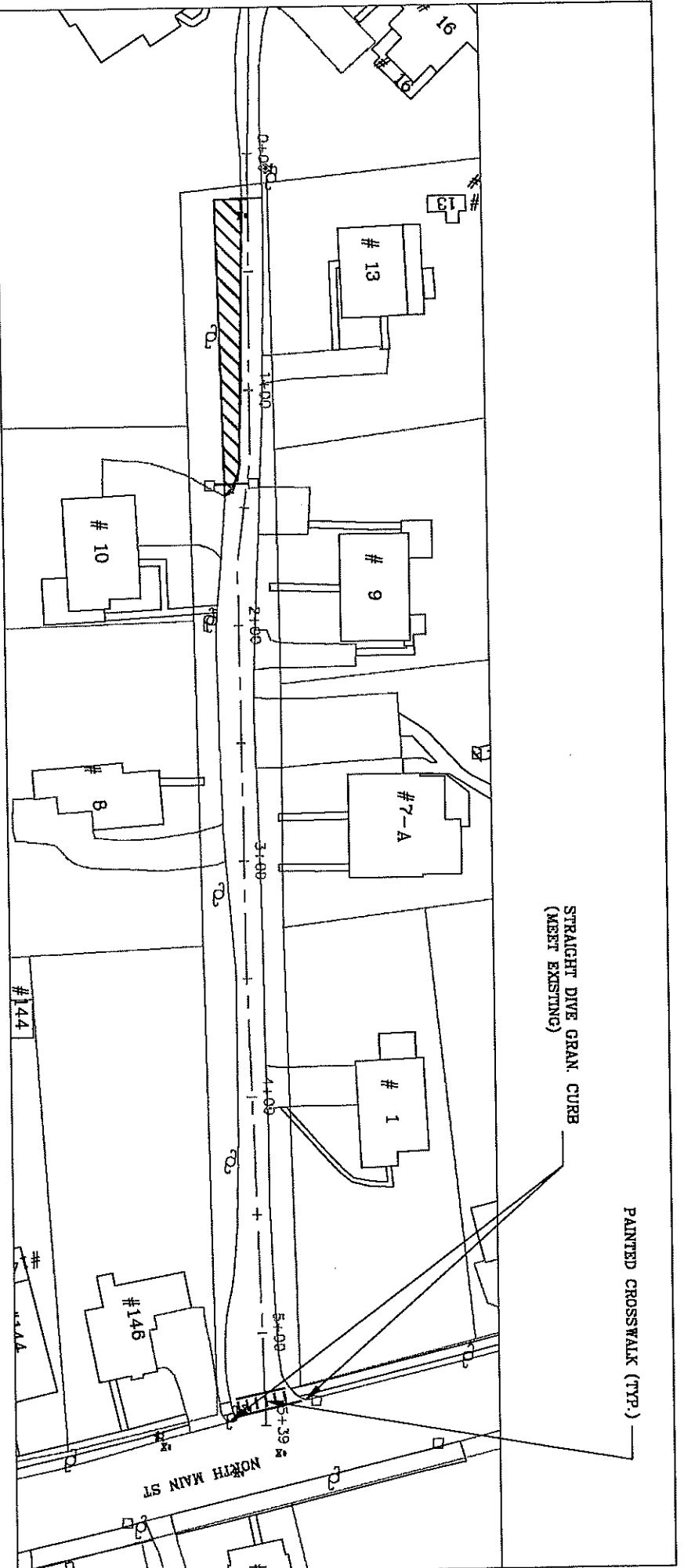


TOWN OF NATICK, MASSACHUSETTS
 DEPARTMENT OF PUBLIC WORKS - HIGHWAY DIVISION
 75 WEST STREET, NATICK, MA 01760

ROADWAY IMPROVEMENTS AT
 VARIOUS LOCATIONS 2018

MEADOW STREET

JBH 4/3/2018 30



- NOTES:
1. RECLAIM BASE COURSE
 2. PLACE 3" THICK BINDER COURSE
 3. INSTALL VERTICAL GRANITE CURBING AS DIRECTED
 4. INSTALL CEMENT CONCRETE ACCESS RAMPS AS DIRECTED
 5. ADJUST CASTINGS AS NECESSARY
 6. APPLY BIT. CONC. LEVELING COURSE 1" MIN
 7. LOAM AND SEED DISTURBED AREAS
 8. APPLY CHIP SEAL

SCALE 1"=40'

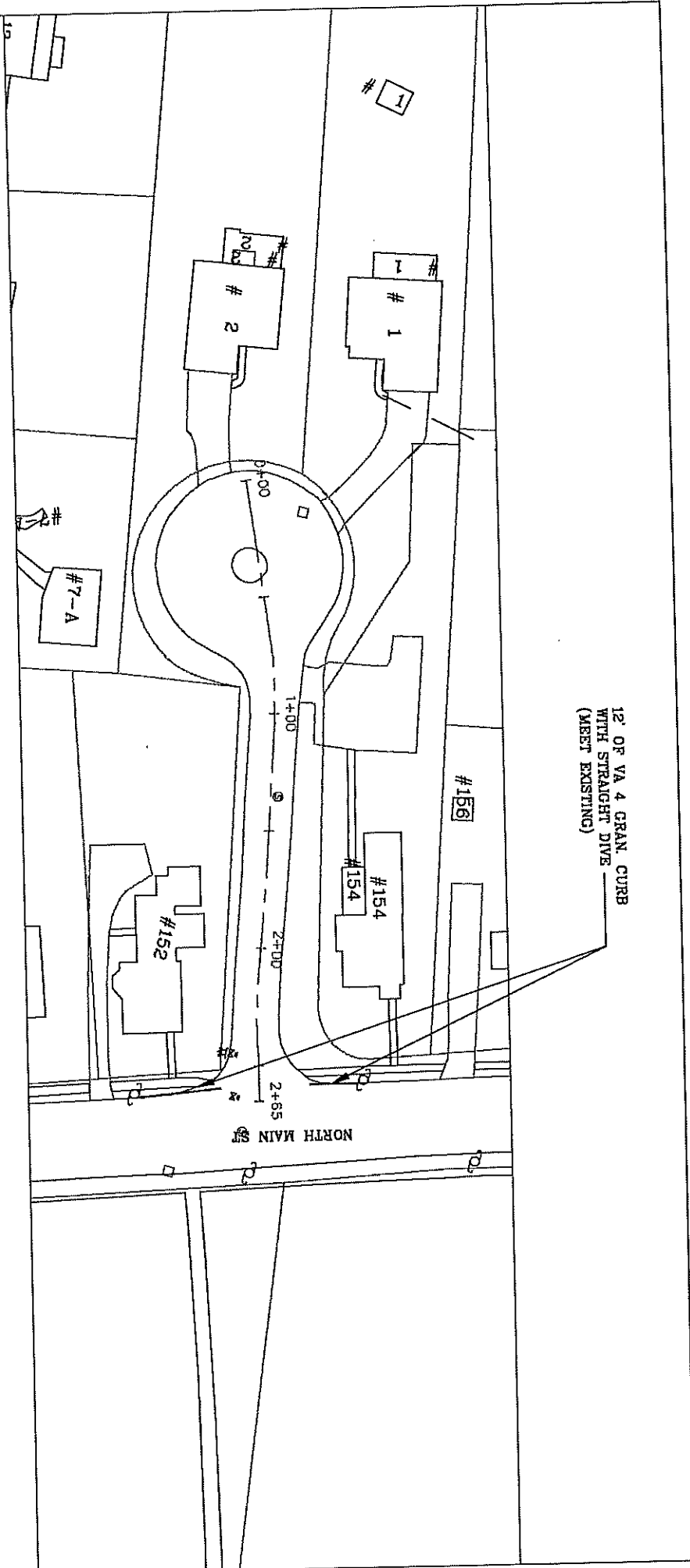


TOWN OF NATICK, MASSACHUSETTS
DEPARTMENT OF PUBLIC WORKS - DIVISION OF HIGHWAYS
75 WEST STREET, NATICK, MA 01750

ROADWAY IMPROVEMENTS AT
VARIOUS LOCATIONS 2018


JACKSON COURT


PROJECT: JBH DATE: 4/3/2018 SHEET: 31



- NOTES:
1. RECLAIM BASE COURSE
 2. PLACE 3" THICK BINDER COURSE
 3. INSTALL VERTICAL GRANITE CURBING AS DIRECTED
 4. INSTALL CEMENT CONCRETE ACCESS RAMPS AS DIRECTED
 5. ADJUST CASTINGS AS NECESSARY
 6. APPLY BIT. CONC. LEVELING COURSE 1" MIN
 7. LOAM AND SEED DISTURBED AREAS
 8. APPLY CHIP SEAL

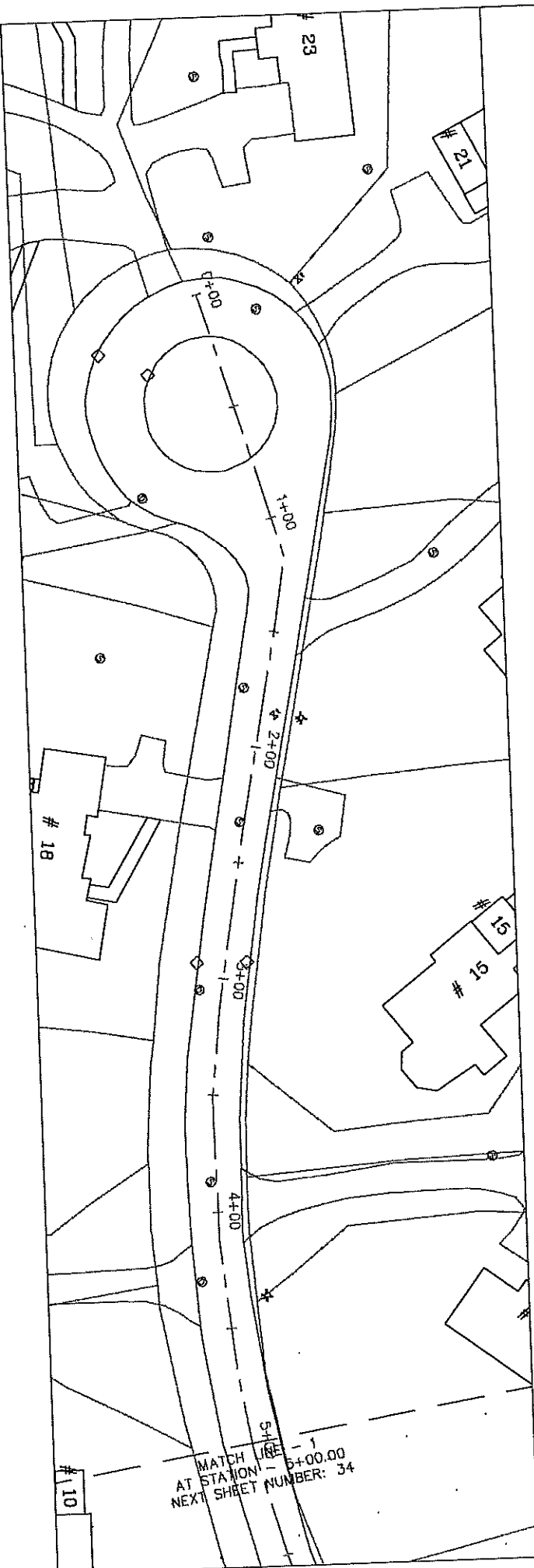
SCALE 1"=40'





TOWN OF NATICK, MASSACHUSETTS			
DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION			
75 WEST STREET, NATICK, MA 01760			
ROADWAY IMPROVEMENTS AT			
VARIOUS LOCATIONS 2018			
NEIL CIRCLE			
DRAWN BY	DATE	BY	SHEET NO.
JBH	4/3/2018	JBH	32

- NOTES:
1. MILL 1.5" FROM ROADWAY SURFACE
 2. PATCH EXISTING TRENCHES AS DIRECTED
 3. INSTALL VERTICAL GRANITE CURBING AS DIRECTED
 4. INSTALL CEMENT CONCRETE ACCESS RAMPS AS DIRECTED
 5. ADJUST CASTINGS TO FINISH GRADE
 6. PLACE 1.5" TOP WEARING COURSE OF PAVEMENT
 7. INSTALL DRIVEWAY APRONS AS DIRECTED
 8. LOAM AND SEED DISTURBED AREAS



SCALE 1"=40'



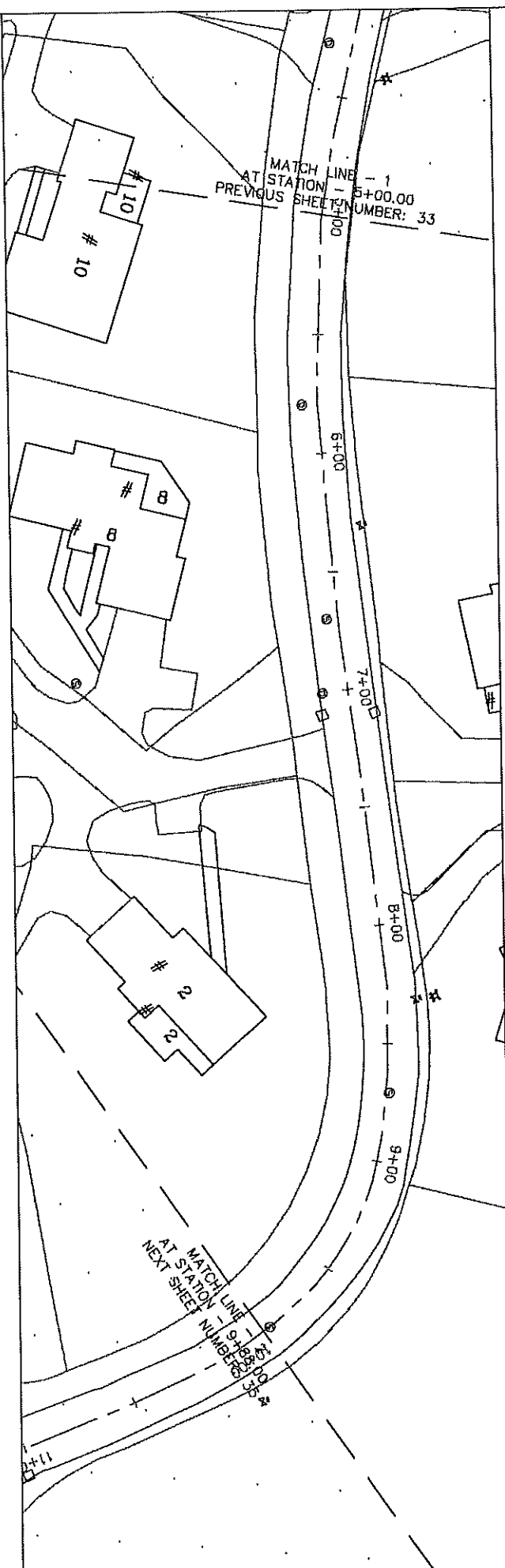
TOWN OF NATICK, MASSACHUSETTS
 DEPARTMENT OF PUBLIC WORKS - ENGINEERING DIVISION
 75 WEST STREET, NATICK, MA 01908

ROADWAY IMPROVEMENTS AT
 VARIOUS LOCATIONS 2018

FIELDSTONE LANE


DESIGNED BY JGH DATE 4/3/2018 DRAWN BY JGH


MATCH LINE
 AT STATION 34+00.00
 NEXT SHEET NUMBER: 34



- NOTES:
1. MILL 1.5" FROM ROADWAY SURFACE
 2. PATCH EXISTING TRENCHES AS DIRECTED
 3. INSTALL VERTICAL GRANITE CURBING AS DIRECTED
 4. INSTALL CEMENT CONCRETE ACCESS RAMPS AS DIRECTED
 5. ADJUST CASTINGS TO FINISH GRADE
 6. PLACE 1.5" TOP WEARING COURSE OF PAVEMENT
 7. INSTALL DRIVEWAY APRONS AS DIRECTED
 8. LOAM AND SEED DISTURBED AREAS

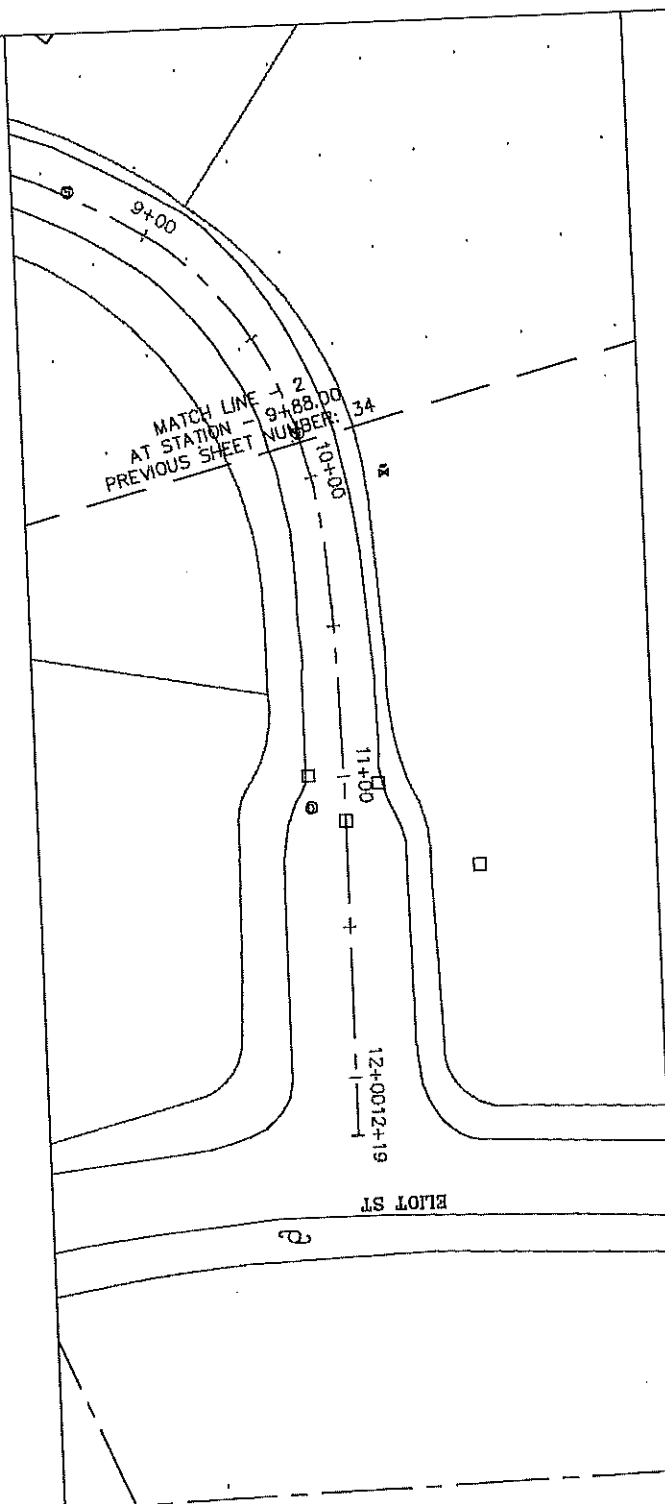
SCALE 1"=40'





TOWN OF NATICK, MASSACHUSETTS <small>DEPARTMENT OF PUBLIC WORKS - DRIVING DIVISION 75 WEST STREET NATICK, MA 01906</small>			
ROADWAY IMPROVEMENTS AT VARIOUS LOCATIONS 2018			
FIELDSTONE LANE			
DESIGNED BY JSH	DATE 4/3/2018	SHEET NUMBER 34	TOTAL SHEETS 34

- NOTES:
1. MILL 1.5" FROM ROADWAY SURFACE
 2. PATCH EXISTING TRENCHES AS DIRECTED
 3. PATCH EXISTING GRANITE CURBING AS DIRECTED
 4. INSTALL VERTICAL CONCRETE ACCESS RAMPS AS DIRECTED
 5. ADJUST CASTINGS TO FINISH GRADE
 6. PLACE 1.5" TOP WEARING COURSE OF PAVEMENT
 7. INSTALL DRIVEWAY APRONS AS DIRECTED
 8. LOAM AND SEED DISTURBED AREAS



SCALE 1"=40'



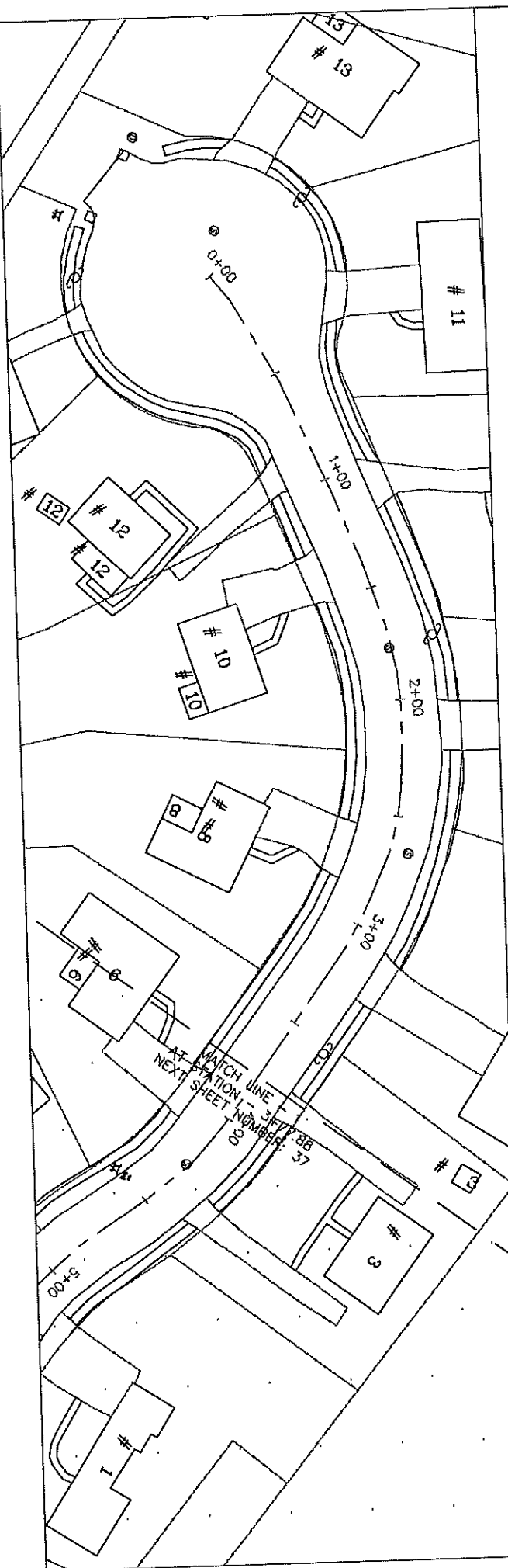
TOWN OF NATICK, MASSACHUSETTS
 DEPARTMENT OF PUBLIC WORKS - HIGHWAYS DIVISION
 25 KEND STREET, NATICK, MA 01760

ROADWAY IMPROVEMENTS AT
 VARIOUS LOCATIONS 2018

FIELDSTONE LANE

DATE: 4/3/2018

35



- NOTES:
1. RECLAIM BASE COURSE
 2. PLACE 3" THICK BINDER COURSE
 3. INSTALL VERTICAL GRANITE CURBING AS DIRECTED
 4. INSTALL CEMENT CONCRETE ACCESS RAMPS AS DIRECTED
 5. ADJUST CASTINGS AS NECESSARY
 6. APPLY BIT. CONC. LEVELING COURSE 1" MIN
 7. LOAM AND SEED DISTURBED AREAS
 8. APPLY CHIP SEAL

SCALE 1"=40'

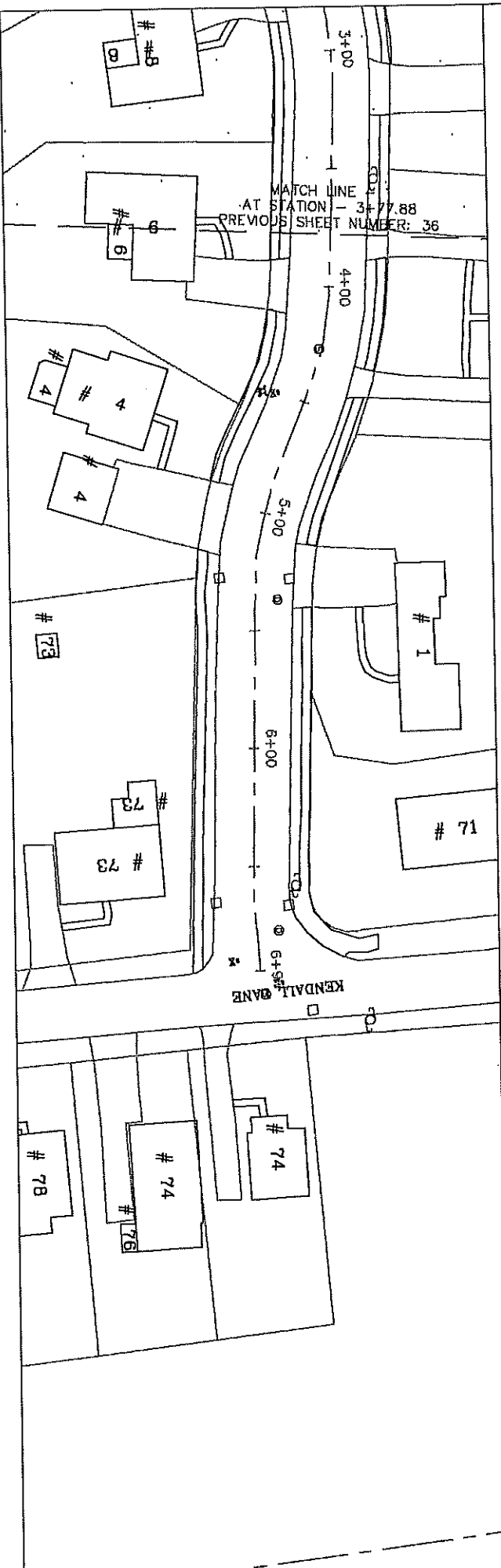


TOWN OF NATICK, MASSACHUSETTS
 DEPARTMENT OF PUBLIC WORKS - DESIGN/CONSTRUCTION
 75 WEST STREET, NATICK, MA 01916

ROADWAY IMPROVEMENTS AT
 VARIOUS LOCATIONS 2018

MOHEGAN TRAIL

DESIGNED BY: JBH DATE: 4/3/2018 DRAWN BY: 36



- NOTES:
1. RECLAIM BASE COURSE
 2. PLACE 3" THICK BINDER COURSE
 3. INSTALL VERTICAL GRANITE CURBING AS DIRECTED
 4. INSTALL CEMENT CONCRETE ACCESS RAMPS AS DIRECTED
 5. ADJUST CASTINGS AS NECESSARY
 6. APPLY BIT. CONC. LEVELING COURSE 1" MIN
 7. LOAM AND SEED DISTURBED AREAS
 8. APPLY CHIP SEAL

SCALE 1"=40'



TOWN OF NATICK, MASSACHUSETTS
 DEPARTMENT OF PUBLIC WORKS - DISTRICT ENGINEER
 75 WEST STREET, NATICK, MA 01900

ROADWAY IMPROVEMENTS AT
 VARIOUS LOCATIONS 2018

MOHEGAN TRAIL

Drawn: JEH Date: 4/3/2016 Sheet: 37



CERTIFICATE OF LIABILITY INSURANCE

D&RGE-1

OP ID: DF

DATE (MM/DD/YYYY)

04/30/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Brown & Brown of MA, LLC
333 Elm Street, Suite 300
Dedham, MA 02026
Dennis Guappone

CONTACT NAME: Michael R. Ross
PHONE (A/C No. Ext): 781-455-6664
E-MAIL ADDRESS:

FAX (A/C No): 781-453-0209

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Employers Mutual Casualty Co

21415

INSURER B: Great American Insurance Co.

22136

INSURER C:

INSURER D:

INSURER E:

INSURER F:

REVISION NUMBER:

COVERAGES

CERTIFICATE NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	5B80578	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>	5Z80578	01/01/2018	01/01/2019	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000	<input checked="" type="checkbox"/>	<input type="checkbox"/>	TUU173992201	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 PER STATUTE <input checked="" type="checkbox"/> OTH-ER
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	<input type="checkbox"/>	5H80578	01/01/2018	01/01/2019	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Town of Natick is added as additional insured for general liability if required by written contract.

CANCELLATION

CERTIFICATE HOLDER

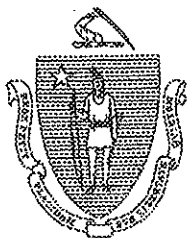
Town of Natick
Byran LeBlanc
75 West Street
Natick, MA 01760

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David M. LeBlanc

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William Francis Galvin
Secretary of the
Commonwealth

The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

April 26, 2018

TO WHOM IT MAY CONCERN:

I hereby certify that according to the records of this office,

D & R GENERAL CONTRACTING, INC.

is a domestic corporation organized on **February 28, 1978**, under the General Laws of the Commonwealth of Massachusetts.

I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.

In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.



William Francis Galvin

Secretary of the Commonwealth



ITEM TITLE: Appointment of Pro Bono Legal Counsel, Glenn Kramer, Related to Real Property Acquisition for Affordable Housing Trust Fund

ITEM SUMMARY:

ITEM TITLE: Approve 2018 Cystic Fibrosis Foundation Cycle for Life-10/6/18

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request	5/22/2018	Cover Memo
Police Approval with Stipulation	5/22/2018	Cover Memo

April 24, 2018

Trish O'Neill, Board of Selectmen
Natick Town Hall
13 East Central Street
Natick, MA 01760

RE: 21st Annual CF Cycle for Life Bicycle Tour, October 6, 2018

Dear Trish:

I am writing to request your approval for the **2018 CF Cycle for Life** to travel through the town of Natick. The event is a single day charity bicycle ride to benefit the Cystic Fibrosis Foundation. Over the past twenty years, more than \$2.4 million have been raised by dedicated CF volunteers and participants.

This year's 21st Anniversary ride is scheduled for Saturday, October 6, 2018. The format of the ride is a split start, so 125 65-mile riders will leave Holliston at 8:30 am traveling through various towns and back. 225 30/12-mile riders will leave Holliston at 10:00 am. The event starts and finishes at the Fatima Shrine on Summer Street in Holliston. We offer three routes, 12 30 and 65 miles. All cue sheets are enclosed.

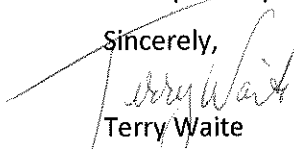
I realize that the Town of Natick requires a Certificate of Insurance. Could you please send a letter specifically making that request so it can be completed correctly? Thank you in advance.

As always, our priority is making the ride as safe as possible by keeping to side roads when practical and providing support to all riders. We anticipate having 300 riders and 40 volunteers ensuring the safety of our riders this year.

Cystic fibrosis is a rare, genetic disease that progressively limits the ability to breathe. To combat this condition, the CF Foundation was founded in 1955 by parents desperate to save their children's lives. Funds raised by riders and sponsors support the efforts of the talented scientists who are racing towards a cure for CF, and who will assure that children and adults fighting CF will lead long and healthy lives.

If you have any questions, please do not hesitate to contact me at the Cystic Fibrosis Foundation in Natick at (800) 966-0444 or email us at twait@cff.org. Thank you for your past support and willingness to help. Can you please let us know about any road closures or planned construction?

Sincerely,



Terry Waite
Senior Director of Development

65 MILE ROUTE

CF Cycle for Life Saturday October 6, 2018



Leg	Total	Dir	Cue
0	0	R	MA-126 S/ Summer Street into Medway
0.8	0.8	L	Lovering Street
0.9	1.7	L	Winthrop Street
0.7	2.4	R	Hill Street into Holliston
0.9	3.3	L	Norfolk Street
1.4	4.7	BR	Franklin Street
0.2	4.9	R	Central Street
0.2	5.1	BL	Fiske Street (becomes Mill Street in Sherborn)
3.1	8.2	BR	Woodland Street
0.2	8.4	BR	Continue on Woodland Street
0.3	8.7	L	Woodland Street into Sherborn
500 ft	8.7	S	Cross S. Main Street (Rt. 27) onto Forest Street
0.8	9.5	BL	Lake Street
0.5	10.0		OPTIONAL REST STOP (Farm Pond, 201 Lake St, Sherborn)
0.7	10.7	S	Cross Farm Road; continuing on Lake Street
0.9	11.8	R	MA-16 E/ Eliot Street into Natick
2.8	14.6	R	Mill Lane (very small side road beside S. Natick dam)
300 ft	14.6	R	Pleasant Street - cross bridge
0.2	14.8	R	Glen Street into Dover
2.4	17.2	R	Farm Street
1.3	18.5	BR	Junction Street (Junction St becomes Harding St in Medfield)
1.1	19.6	R	Hospital Road
1.1	20.7	R	MA-27 N/ South Main Street
0.7	21.4	L	MA-115 S/ Bullard Street (becomes Orchard Street in Millis)
1.9	23.3	BR	Stay on Orchard Street (leaving Rte 115)
300 ft	23.3	S	Cross Middlesex Street, continue on Orchard Street
1.3	24.6	S	MANDATORY REST STOP (Holliston Senior Center, 150 Goulding St, Holliston) *Check in with volunteers*
1.2	25.8	L	Norfolk Street
0.2	26.0	R	Hill Street into Medway
0.5	26.5	L	Winthrop Street
1.6	28.1	R	Adams Street
1.0	29.1	L	MA-126 S/ Summer Street
1.0	30.1	R	MA-109 W/ Milford Street
1.6	31.7	R	Clark Street (turns into South Street in Holliston)
1.3	33.0	L	Rockland Street
0.3	33.3	S	Cross MA-16 onto Adams Street
0.0	33.3	R	Adams Street
1.9	35.2	L	Hanlon Road (turns into College St in Hopkinton)

Rules of the Road:
Always ride single file. Although we have help from the local police details at certain locations, they are NOT closing any roads.
Communicate with other riders when passing.
Use hand signals where possible and never assume a motorist can see you.
Remember, safety first!
If you need assistance, please wait at roadside and flag down a sawgon. Don't be shy about asking for help. Dial 911 in an Emergency.
Dial 617-592-4392 if you get off the route and cannot find your way back.

0.9	36.1	R	MA-85 N/Hayden Rowe Street
0.3	36.4		OPTIONAL REST STOP (Cornell's Pub, 229 Hayden Rowe Street, Hopkinton)
0.1	36.5	L	Granite Street
0.8	37.3	R	Lumber Street
2.1	39.4	S	Cross West Main Street; continue on Lumber Street Extension
200 ft	39.4	R	Elm Street
0.7	40.1	L	MA-135 W/Wood Street
2.2	42.3	R	Fruit Street
0.3	42.6	BR	Continue on Fruit Street
2.4	45.0	R	Flanders Road (becomes Southville Rd, then Cordaville Rd)
2.9	47.9	R	Howe Street
0.7	48.6	L	Cross Street
0.8	49.4	R	Stay on Cross Street
0.9	50.3	R	MA-135 W/East Main Street
0.1	50.4	L	Clinton Street
0.4	50.8		MANDATORY REST STOP (Legacy Farms, Clinton St.)
			Check in with volunteers
1.1	51.9	BR	Stay on Clinton Street (becomes Mill Street in Holliston)
1.7	53.6	R	Prentice Street (becomes Ash Street in Hopkinton)
1.7	55.3	L	South Mill Street (becomes Wilson Street in Holliston)
1.3	56.6	L	Hanlon Street
0.6	57.2	R	Marshall Street
0.7	57.9	BL	Courtland Street
0.8	58.7	S	Cross MA-16 onto South Street
0.7	59.4	L	Fisher Street
0.2	59.6	L	Stay on Fisher Street into Medway
1.6	61.2	L	MA-109 E/ Milford Street
0.6	61.8	L	MA-126 N/ Summer Street into Holliston
2.4	64.2	L	FINISH LINE (FATIMA SHRINE) *Check in with volunteers*

30 MILE ROUTE – (HAYLEE LOOP)

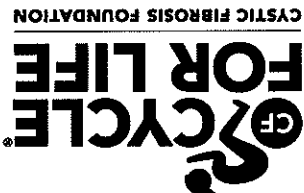
CF Cycle for Life Saturday October 6, 2018



Leg	Total	Dir	Cue
0	0	R	MA-126 S/ Summer Street into Medway
0.8	0.8	L	Lovering Street
0.9	1.7	L	Winthrop Street
0.7	2.4	R	Hill Street into Holliston
0.9	3.3	L	Norfolk Street
1.4	4.7	BR	Franklin Street
0.2	4.9	R	Central Street
0.2	5.1	BL	Fiske Street (becomes Mill Street in Sherborn)
3.1	8.2	BR	Woodland Street
0.2	8.4	BR	Continue on Woodland Street
0.3	8.7	L	Woodland Street into Sherborn
500 ft	8.7	S	Cross S. Main Street (MA-27) onto Forest Street
0.8	9.5	BL	Lake Street
0.5	10.0		MANDATORY REST STOP (Farm Pond, 201 Lake St, Sherborn) *Please check in with volunteers*
0.7	10.7	S	Cross Farm Road; continuing on Lake Street
0.9	11.8	R	MA-16 E/ Eliot Street into Natick
2.8	14.6	R	Mill Lane (very small side road beside S. Natick dam)
300 ft	14.6	R	Pleasant Street - Cross Bridge
0.2	14.8	R	Glen Street into Dover
2.4	17.2	R	Farm Street
1.3	18.5	BR	Junction Street (Junction St becomes Harding St in Medfield)
1.1	19.6	R	Hospital Road
1.1	20.7	R	MA-27 N/ South Main Street
0.7	21.4	L	MA-115 S/ Bullard Street (becomes Orchard Street in Millis)
1.9	23.3	BR	Stay on Orchard Street (leaving MA-115)
300 ft	23.3	S	Cross Middlesex Street, continue on Orchard Street
1.3	24.6	S	OPTIONAL REST STOP (Holliston Senior Center, 150 Goulding St, Holliston))
1.2	25.8	L	Norfolk Street
0.2	26.0	R	Hill Street into Medway
0.5	26.5	L	Winthrop Street
1.0	27.5	R	Partridge Street
0.1	27.6	BL	Partridge Street
0.1	27.7	R	Lovering Street
0.6	28.3	R	MA-126 N/ Summer Street into Holliston
0.9	29.2	L	FINISH LINE at Fatima Shrine *Please check in with volunteers*

12 MILE ROUTE – (JENNA LOOP)

CF Cycle for Life Saturday October 6, 2018



Leg	Total	Dir	Cue
0	0	R	MA-126 S/ Summer Street into Medway
0.8	0.8	L	Lovering Street
0.9	1.7	L	Winthrop Street
0.7	2.4	R	Hill Street into Holliston
0.9	3.3	L	Norfolk Street
1.4	4.7	BR	Franklin Street
0.2	4.9	R	Central Street. Stay on Central Street bearing to the right. (avoiding Fiske Street)
0.9	5.8	L	MANDATORY REST STOP (Lutheran Church, 600 Central Street, Holliston)
			Please check in with volunteers
			From Rest Stop:
1.1	6.9	R	Bullard Lane
0.6	7.5	R	Orchard Street (becomes Goulding Street in Holliston)
1.5	9.0	L	Norfolk Street
0.2	9.2	R	Hill Street into Medway
0.9	10.1	L	Winthrop Street
1.0	11.1	R	Partridge Street
0.1	11.2	BL	Partridge Street
0.1	11.3	R	Lovering Street
0.6	11.9	R	MA-126 N/ Summer Street into Holliston
0.9	12.8	L	FINISH LINE at Fatima Shrine
			Please check in with volunteers

Rules of the Road:

Always ride single file. Although we have help from the local police details at certain locations, they are NOT closing any roads.

Communicate with other riders when passing.

Use hand signals where possible and never assume a motorist can see you.

Remember, safety first!

If you need assistance, please wait at roadside and flag down a sawwagon. Don't be shy about asking for help. Dial **911** in an Emergency.

Dial **617-592-4392** if you get off the route and cannot find your way back.



Patricia O'Neil <poneil@natickma.org>

Cystic Fibrosis Bicycle Tour 10/6/18

2 messages

Patricia O'Neil <poneil@natickma.org>
To: Brian Lauzon <lauzon@natickpolice.com>

Mon, May 21, 2018 at 3:29 PM

Brian, your recommendations?

--

Trish O'Neil
Executive Assistant
Town of Natick
13 East Central Street
Natick, MA 01760
P: 508-647-6410
F: 508-647-6401
poneil@natickma.gov
www.natickma.gov



Cystic Fibrosis Bike Tour 10.06.18.pdf
210K

Brian Lauzon <lauzon@natickpolice.com>
To: Patricia O'Neil <poneil@natickma.org>

Mon, May 21, 2018 at 4:02 PM

Trish,

As in past years we would recommend that this request be approved. Please ask the petitioner to reach out to me prior to this years event so that we can assess if anything needs to be done on our end.

Respectfully,

Lt. Brian G. Lauzon
[Quoted text hidden]

ITEM TITLE: Approve Spring Valley Block Party- 6/3/18 (Rain Date: 6/4/18)

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Request	5/29/2018	Cover Memo
Police Approval with Stipulations	5/29/2018	Cover Memo



Patricia O'Neil <poneil@natickma.org>

Block party

3 messages

'Kelly Mcpherson' via Selectmen <selectmen@natickma.org>

Mon, May 14, 2018 at 4:53 PM

Reply-To: Kelly Mcpherson <quilterkel@yahoo.com>

To: selectmen@natickma.org

The wonderful folks of Spring Valley Rd would like to have a block party. Sunday June 3rd We would like to close the road from noon-8pm. We have closed the road with police barriers on loan in years past. We would like to close from Wedgewood to Waring. Our rain date will be June 24th.

We would also like to invite you all to stop by and meet your constituents.

Thanks

Kelly McPherson

508-314-4410

22springvalley@gmail.com

Please let us know.

Sent from my iPhone please pardon any mistakes

Patricia O'Neil <poneil@natickma.org>

Mon, May 14, 2018 at 4:55 PM

To: Brian Lauzon <lauzon@natickpolice.com>

Brian, your recommendations?

[Quoted text hidden]

--

Trish O'Neil

Executive Assistant

Town of Natick

13 East Central Street

Natick, MA 01760

P: 508-647-6410

F: 508-647-6401

poneil@natickma.gov

www.natickma.gov

Patricia O'Neil <poneil@natickma.org>

Tue, May 29, 2018 at 12:01 PM

To: Kelly Mcpherson <quilterkel@yahoo.com>

Ms. McPherson, you will be hearing back from me tomorrow -- this request is being added to this evening's consent agenda.

[Quoted text hidden]

--

Trish O'Neil

Executive Assistant

Town of Natick

13 East Central Street

Natick, MA 01760

P: 508-647-6410

F: 508-647-6401

poneil@natickma.gov

www.natickma.gov



Patricia O'Neil <poneil@natickma.org>

One change

3 messages

'Kelly Mcpherson' via Selectmen <selectmen@natickma.org>

Mon, May 14, 2018 at 5:12 PM

Reply-To: Kelly Mcpherson <quilterkel@yahoo.com>

To: selectmen@natickma.org

I did mean the road closure would be Wedgewood to Westlake.

Thanks

Kelly

Sent from my iPhone please pardon any mistakes

Patricia O'Neil <poneil@natickma.org>

Mon, May 14, 2018 at 5:27 PM

To: Brian Lauzon <lauzon@natickpolice.com>

Brian, this relates to the previous email.

[Quoted text hidden]

--

Trish O'Neil

Executive Assistant

Town of Natick

13 East Central Street

Natick, MA 01760

P: 508-647-6410

F: 508-647-6401

poneil@natickma.gov

www.natickma.gov

Brian Lauzon <lauzon@natickpolice.com>

Mon, May 14, 2018 at 7:12 PM

To: Patricia O'Neil <poneil@natickma.org>

Trish,

Recommend approval with the following stipulations:

- Public Safety Dispatch (508-647-9500) to be notified when the roadway is going to be closed, and again when it is re-opened. All roadways shall be opened no later than 8pm.
- Nothing be erected or placed in the roadway that cannot be easily removed in the event an emergency response is needed
- Residents in the affected area to be notified in writing prior to the event date
- Nothing be placed on, or around a fire hydrant that cannot be easily moved. Fire hydrants shall not be blocked.

Additionally:

- Traffic cones and/or barricades may be checked out from Police Headquarters the morning of the event, and returned immediately following.

Reminder:

- All laws relative to alcoholic beverages including the possession/carrying of same remain in effect.

Respectfully,

Lt. Brian G. Lauzon

[Quoted text hidden]

ITEM TITLE: Appoint Barbara Sanchez as Recreation & Parks Commission's Representative to the Cochituate Rail Trail Advisory Committee Term Expiring 3/30/2020

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Recreation & Parks Appointment Memo-K. Partanen	5/22/2018	Cover Memo



Natick Community Services Recreation and Parks

COMMUNITY THROUGH PEOPLE, PLACES & PROGRAMS

MEMO

TO: Amy Mistrot, Natick Board of Selectman Chair
CC: Joshua Ostroff, Cochituate Rail Trail Committee Chairman
Michael Fair, Recreation and Parks Commission Chairman
Jemma Lambert, Community Services Director
FROM: Karen Partanen, Recreation & Parks Director
RE: Recommendation of Barbara Sanchez to Cochituate Rail Trail Advisory
Committee
DATE: 5/14/18

On May 7, 2018, the Recreation and Parks Commission voted unanimously to appoint Commissioner Barbara Sanchez to act as the liaison for the Cochituate Rail Trail Advisory Committee.

The Recreation and Parks Commission requests your approval of Barbara to fulfill this role as a replacement for the previous liaison of Richard LeBlanc.

ITEM TITLE: Appoint Alyssa Springer to the Affordable Housing Trust Fund Term
Expiring June 30, 2020

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Packet	5/24/2018	Cover Memo
Memo from Randy Johnson	5/24/2018	Cover Memo



AFFORDABLE HOUSING TRUST FUND BOARD

BOARD DETAILS



OVERVIEW



SIZE 9 Seats



TERM LENGTH 24 Months



TERM LIMIT

The Natick Affordable Housing Trust was formed in February, 2008 through Town Meeting under Massachusetts General Law Chapter 44, Section 55C. The Trust adopted the following mission: To provide for the creation and preservation of affordable housing in the Town of Natick for the benefit of low and moderate income individuals and families



DETAILS

ENACTING RESOLUTION

[ENACTING RESOLUTION
WEBSITE](#)



AFFORDABLE HOUSING TRUST FUND BOARD

BOARD ROSTER



LOVE SCALISE WEST CAROLYN

2nd Term Jul 01, 2017 - Jun 30, 2019

Appointing Authority Board of Selectmen

Position Member



LAURA DUNCAN

3rd Term Jul 01, 2012 - Jun 30, 2018

Appointing Authority Board of Selectmen

Position Banking Representative



HELEN L JOHNSON

1st Term May 01, 2018 - Jun 30, 2020

Appointing Authority Board of Selectmen

Position Real Estate Representative



RANDY JOHNSON

4th Term Mar 03, 2008 - Jun 30, 2018

Appointing Authority Board of Selectmen

Position Construction Representative/Chair



GLENN KRAMER

1st Term Oct 30, 2017 - Jun 30, 2019

Appointing Authority Board of Selectmen

Position Attorney Rep



GANESH RAMACHANDRAN

2nd Term Jul 01, 2017 - Jun 30, 2019

Appointing Authority Board of Selectmen

Position Member



SUSAN G. SALAMOFF

2nd Term Jul 01, 2017 - Jun 30, 2018

Appointing Authority Board of Selectmen

Position Board of Selectmen Rep.



PATRICIA SCIARRA

1st Term Apr 02, 2018 - Jun 30, 2020

Appointing Authority board of selectmen

Position Planning Board Representative



VACANCY

Position Member

Profile

Alyssa

First Name

Springer

Last Name

apspringer@gmail.com

Email Address

230 Bacon Street

Street Address

Suite or Apt

Natick

City

MA

State

01760

Postal Code

What district do you live in? *

☒ Precinct 4

Home: (617) 849-2805

Primary Phone

Home:

Alternate Phone

Sierra Architects

Employer

Architect

Job Title

Which Boards would you like to apply for?

Affordable Housing Trust Fund Board: Submitted

Are you a registered voter in the Town of Natick?

☒ Yes ☐ No

Have you ever attended a Natick town meeting?

☒ Yes ☐ No

Have you ever served on a board, committee, or commission in the Town of Natick?

☒ Yes ☐ No

If yes, please list name(s) of board, committee or commissions, along with date(s) of service:

Currently a member of the Community Development Advisory Committee

Interests & Experiences

Why are you interested in serving on a board or commission? Are there any changes you would like to see to these boards, committees and/or commissions?

The CDAC and AHT are partner committees and I would, therefore, like to be an active member of both of them.

Are you a graduate of the Natick Community Services Citizen's Leadership Academy?

☐ Yes ☒ No

Please list any skills or specialized knowledge you can bring to these boards, committees and/or commissions.

Licensed and practicing architect. Familiar with building codes and current practice. Know many others in the trade within Natick and surrounding towns.

Please list any professional affiliations.

AIA, NCARB, NAIOP, GBCI

Let us know what other specialized interests or hobbies you might have.

Parent to children in Natick school system. Member of FCC Natick and active member of community.

[resume2017.pdf](#)

Upload a Resume

I have been an architect for over 14 years in the Metro Boston area. I have worked in commercial architecture throughout Boston and the suburbs and have a great deal of experience in projects from a 100,000 sf educational building to minor office renovations.

I enjoy solving the puzzles that are inherent in every design project. Above all, I enjoys working with great teams to put together interesting projects. I find that with a good team, even unforeseen circumstances can be resolved through thoughtful discussions about the options best suited for the project.

I was educated at Northeastern University, and have worked with local design firms since earning my master's degree. In my career, I have worked on projects ranging from a field station to support a biologist's lab research to the conversion of an 1800s house into a cooking school for local residents. In these projects, I worked closely with client representatives to determine program requirements and with engineering consultants to ensure that all requirements are met. Most recently, I have worked at Sierra Architects in Waltham, MA and have a broad range of commercial clients across the metrowest.

My husband and I have been home owners in Natick since 2010, before our oldest daughter was born. When I am not working, I enjoy spending time with my family in the thriving community we call home. Together with my husband and daughters, I take advantage of the variety of local offerings in Natick.

I am also a supportive volunteer for cultural and children-focused organizations. I have served on the committee of Kidsbuild for the Boston Society of Architects, acting as co-chair of the committee for my final active year. I have also served as a volunteer at a number of local organizations including Horizons for Homeless Children and the Quincy Animal Shelter and the Family Promise Metrowest. My family and I also fundraise for the MS Society annually and participate in the MS Walk in Concord each April.

Education

Master of Architecture, Northeastern University

Boston, MA

Bachelor of Science, Architecture, Northeastern University

Boston, MA

Professional Experience

Architectural Licenses in Massachusetts since 2008 and New Hampshire since 2015

LEED Accredited Professional since 2008

Sierra Architects, Waltham, MA - 2015-Present

Beacon Architectural Associates, Boston, MA - 2007-2015

Perry and Radford Architects, Cambridge, MA - 2005-2007

Studio-G Architects, Jamaica Plain, MA - 2002-2004

Professional Affiliations

American Institute of Architects/Boston Society of Architects

National Council of Architectural Registration Board

United States Green Building Council

NAIOP Commercial Real Estate Development Association

Civic

Kidsbuild! Co-Chair, Committee Member and Volunteer

Family Promise Metrowest Volunteer

Horizons for Homeless Children Volunteer

Team Captain, Concord MS Walk

Natick Affordable Housing Trust

April 30, 2017

Selectmen's Office
Natick Town Hall, 2nd floor
13 East Central Street

Re: Alyssa Springer's appointment to the Affordable Housing Trust Fund


Dear Board of Selectmen,

I am writing to request that Alyssa Springer be appointed to the Affordable Housing Trust Fund at an upcoming Selectmen's meeting. Alyssa Springer is currently a member-at-large of the Community Development Advisory Committee.

The Affordable Housing Trust Fund and Community Development Advisory Committee hold joint monthly meetings with a shared agenda. Ms. Springer's membership in both committees would allow her to participate in all agenda items at the joint meetings.

Please let me know if additional information or steps are required for Ms. Springer's appointment.

Thank you for your assistance,



Randy Johnson
Chair

Natick Town Hall
13 East Central Street
Natick, MA 01760

ITEM TITLE: Accept the Resignation of Joe Weise from the Transportation Advisory Committee

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Resignation	5/24/2018	Cover Memo

May 16, 2018

Board of Selectman
13 East Central Street
Natick, MA 01760

To the Board:

It is with regret that I step off the Transportation Committee as of June 30th, 2018.

I will be unable to devote the time and work necessary that this Committee deserves.

I appreciate the opportunity to serve over the past two years with a dedicated Committee and to accomplish a number of initiatives.

I will help in other capacities in transportation efforts.

Thank you for your support and dedication.

Best,

A handwritten signature in black ink, appearing to read "Joe Weisse". The signature is stylized with a large, looped initial "J" and a cursive "W".

Joe Weisse
75 Pond Street
Natick, MA 01760

ITEM TITLE: Approve Art for Electrical Art Box Painting
ITEM SUMMARY: a. Box #1: 3 North Main Street / Artist: Mary Erickson, Natick Resident
b. Box #2: 8 Clarendon Street / Artist: Rebecca McGee Tuck, Natick Resident

ATTACHMENTS:

Description	Upload Date	Type
Request for Art Approval & Artwork	5/22/2018	Cover Memo



Natick Center Cultural District
20 Main St. Suite 208
Natick, MA 01760
508.650.8848
www.natickcenter.org

May 17, 2018

Natick Board of Selectmen
Natick Town Hall
13 East Central Street
Natick, MA 01760

RE: NCCD Request Approval of Art for Electrical Box Painting

Dear Natick Board of Selectmen,

On behalf of the Natick Center Associates Board of Directors and the Public Art Committee (PAC) we are seeking approval for the following as related to the "Electrical Box Paint Program":

1. Approval for the artwork at the following locations:
 - a. Box #1 is located at 3 N. Main Street. (Across the street from Calliope Paperie). Artist: Mary Erickson, Natick resident.
 - b. Box #2 is located at 8 Clarendon St. on the side lawn of the Natick Police Dept. Artist: Rebecca McGee Tuck, Natick resident.

We are grateful for the approval of the two Electrical Boxes to be painted which were presented before the Board of Selectmen a few months ago. The artwork has been chosen by the NCCD Public Art Committee and we now seek final approval before painting is commenced on the two electrical boxes noted above.

Approval from NPD Police Chief Hicks has been obtained for the Electrical Box on 8 Clarendon St. located on the side lawn of the Natick Police Dept. The Artist's words on her submission regarding her chosen style: "The utility box is next to the Police Station. The words that I chose to stand out is the Police motto "To Protect and Serve." I chose the comic style as I believe that Police officers are heroes and the graphics and text relate to comic book heroes."

Jeremy Marsette at the DPW has given his approval for these two electrical boxes to be painted and they have been primed for painting.

Once the artwork is approved the painting of the electrical boxes will begin and would be completed by July 1, 2018 before the ArtWalk event.

Thank you for your consideration and for your support of the Natick Center Cultural District's Public Art initiative.

Sincerely,

A handwritten signature in cursive script, reading "Athena Pandolf". The signature is fluid and elegant, with a large initial 'A' and a long, sweeping tail on the 'f'.

Athena Pandolf
Executive Director, NCCD

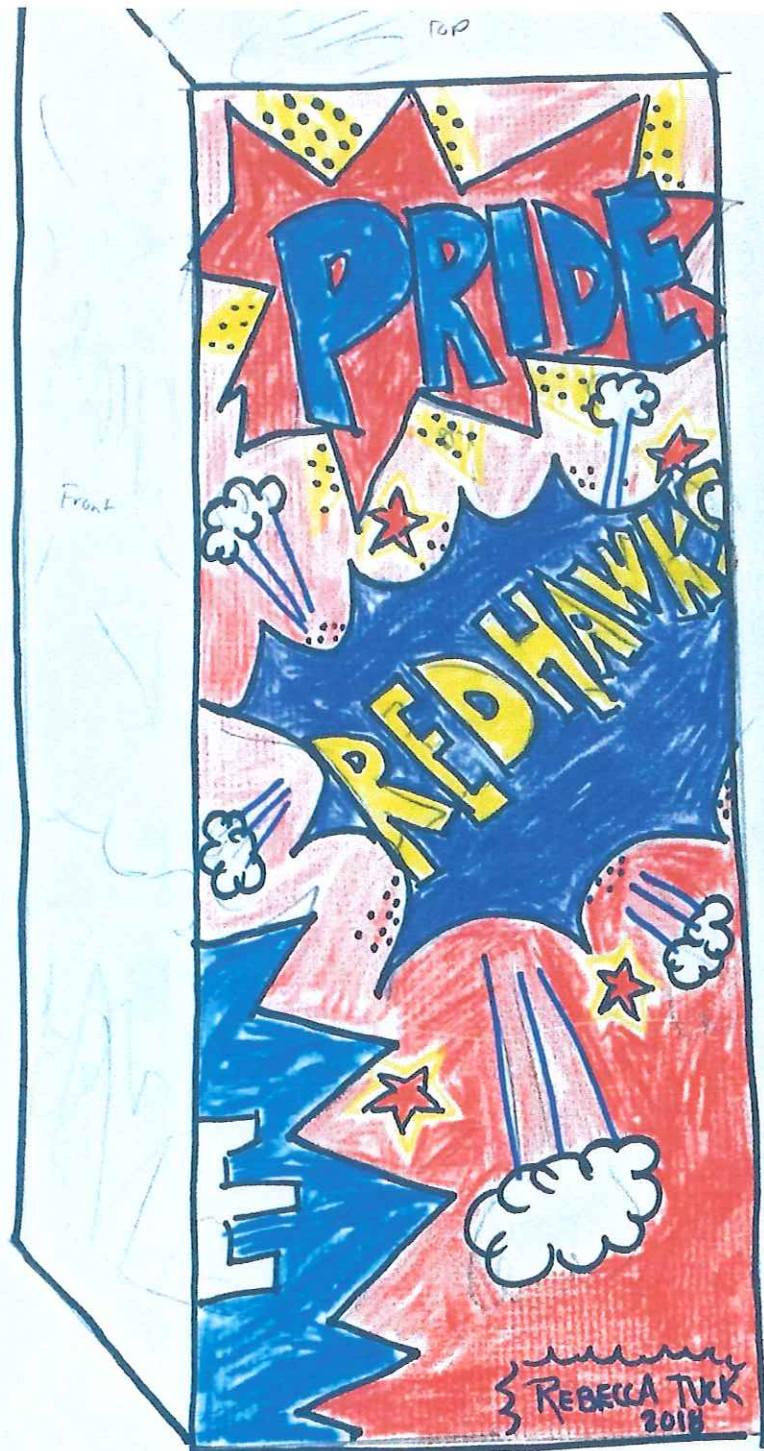
Location: 3 N. Main St.
Artist: Mary Erickson





FRONT

Location: 8 Clarendon St.
Artist: Rebecca McFee Tuck



SIDE - 18
(RT)



ITEM TITLE: Authorize Chair to Sign CIP Comments Letter
ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Draft Letter	5/25/2018	Cover Memo

Town of Natick

Massachusetts 01760
Home of Champions



Amy K. Mistrot, Chair
Susan G. Salamoff, Vice Chair
Michael J. Hickey, Jr., Clerk
Jonathan Freedman
Richard P. Jennett, Jr.

May 29, 2018

Stephanie Pollack
Secretary of Transportation
Massachusetts Department of Transportation
10 Park Plaza, Suite 4160
Boston, MA 02116

RE: Town of Natick Comments on FY 2019-2023 Capital Investment Plan (CIP)

Honorable Secretary Pollack:

Thank you for your consideration of these comments on the draft FY 2019-2023 Capital Investment Plan for the MBTA and MassDOT, submitted on behalf of the Town of Natick. We commend the staff at MassDOT and the MBTA for their diligence in developing this CIP, which we understand is the product of many months of research, evaluation and application of the State's priorities for transportation in the years to come.

The following comments are provided to outline the various projects and initiatives most important to Natick, as they relate to the CIP:

Route 9/27 Interchange

Thank you for including the Route 9/27 Interchange and Bridge Replacement project in the CIP. This is a regional bottleneck and safety hazard for motorists, cyclists and pedestrians. The Town has previously communicated the importance of replacing this 1931 vintage structure and remains committed to working with MassDOT and its new design team in advancing this State project.

Cochituate Rail Trail

The Town is extremely appreciative of the investment of State and Federal funding in the construction of the Cochituate Rail Trail (CRT), which is scheduled to be advertised this summer. In past years, the Town sought state assistance for the necessary CSX land acquisition for this regionally important project, without success. As such, the Town purchased this ROW in 2016, paving the way for the construction of this regional recreational and transit amenity.

Following consultation in 2017 with the MassDOT Office of Real Estate and Asset Development, the Town pursued home rule legislation to allow naming rights to be sold for bridges being constructed as part of this project over Route 9 and Route 30. The intent is to have revenue applied to the debt that Natick has incurred to purchase the CRT corridor. It is our understanding that MassDOT is now opposing this legislation. In the spirit of state and local collaboration, we would be grateful for MassDOT's participation in finding a solution. Natick is not the only community that is affected by the high acquisition cost of abandoned CSX corridors, so a constructive approach would benefit other municipalities as well.

Natick Center MBTA Station

We are pleased to participate with the MBTA on the design of Natick Center Station, which (as you know) has the distinction of being the commuter rail station with the highest ridership while being inaccessible to most riders with mobility limitations. While the Town has unsuccessfully requested construction funding in this CIP, we remain committed to working with the project team to ensure the design is complete in early 2019 so that construction funding could be available in the next CIP. The Town understands that a significant number of commuter, rapid transit, and light rail stations are also inaccessible and that a comprehensive funding strategy is needed.

West Natick MBTA Station

The Town previously sought to expand commuter parking at the West Natick Station, where the MBTA owns a lot that is at capacity very early in the morning throughout the year. As ridership capacity is increased on the Worcester/Framingham Line, including the planned addition of a third track on part of the line, increased commuter parking at this and other locations along the line must be prioritized. The congested roads in Natick, MetroWest and the Boston region argue in favor of greater commuter parking. Please consider the Town a partner in this effort.

In addition, we note the inclusion of improved accessibility for the West Natick Station. The state's long-term goals should reflect a commitment to full accessibility for West Natick and all stations on the commuter rail network, such that Natick is part of a fully accessible MBTA.

Chapter 90

At current investment levels, the Town's average Roadway Surface Rating is declining. Municipalities throughout the Commonwealth, including Natick, are spending more on local roads annually in order to address deteriorating state of local roads, which pulls much needed resources away from the many other pressing issues facing our community. As the Massachusetts Municipal Association has documented, the need for funding roadway infrastructure is more than triple the existing Chapter 90 appropriation. The Town of Natick respectfully requests an increase in funding to meet the need.

There is also an inconsistency in the State's approach to planning with respect to Chapter 90, which is budgeted at \$200 million per year over five years while appropriations are only made on an annual basis. Working with the legislature, MassDOT should work to establish a multi-year approach to enable more predictability in funding for local municipalities.

Complete Streets

The Town is committed to Complete Streets, which is clearly shown by its consistent submission of applications for Complete Streets grants every year that the program has been available – a distinction we fully intend to continue. Further expressing this commitment to making Natick a community more

accepting of all modes of mobility, Natick signed a Community Compact with the Complete Streets program. Our Complete Streets Prioritization Plan is lengthy, and we would make prudent use of additional funding if the Town were able to submit more than one grant per year.

Route 27/North Main Street Improvements

While not specifically cited in the CIP, this important project remains on the Boston Region MPO TIP for FFY 2019, and we are pleased to work with MassDOT (central office and District 3) to bring this project to completion. The Town is working to submit 75% design plans this summer, and continues to commit the necessary resources to ensure the project is ready for bid in the summer of 2019.

Creating a state-wide CIP is certainly no easy task and, as noted above, Natick commends MassDOT for completing this monumental effort. While not all priorities are able to be funded, we are pleased by the commitment shown to Natick and the numerous locally and regionally significant projects outlined on the CIP.

Thank you for your consideration of Natick's needs in finalizing the CIP.

Sincerely,

Amy K. Mistrot
Chair

cc: Representative David P. Linsky
Senator Richard J. Ross
Senator Karen E. Spilka
Congresswoman Katherine Clark

ITEM TITLE: Weekly Warrant Review 5/22/18

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
5/22/18	5/22/2018	Cover Memo



Office of the Comptroller

Town of Natick
Massachusetts 01760

Date: May 21, 2018

From: Cyndi Tomasetti
Staff Accountant

To: Board of Selectmen

Subject: Warrant Review

In accordance with Board of Selectmen's procedures, the Chairperson was sent the following warrants for review and signature on May 17, 2018

Warrant Type	Warrant Number	Check date	Amount
Payroll	2018-48P	5/22/2018	2,386,148.42
Accounts Payable	2018-48S	5/22/2018	539,074.64
Accounts payable	201848SB	5/22/2018	232,077.80
Accounts payable	2018-48R	5/22/2018	27,082.68
Accounts payable	2018-48T	5/22/2018	89,459.86
Accounts payable	201848NC	5/22/2018	944,157.81

If you wish to review the details regarding any of these warrants please feel free to contact this office.

Office of the Town Comptroller • 13 East Central Street • Natick, Massachusetts 01760 • (508) 647-6437 • Fax (508) 655-6980



ITEM TITLE: Approve Meeting Minutes

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
5/17/18	5/23/2018	Cover Memo

BOARD OF SELECTMEN – TOWN OF NATICK

MEETING MINUTES

BELKIN FAMILY LOOKOUT FARM – 89 PLEASANT STREET

May 17, 2018

6:00 PM

PRESENT: Chairman Amy K. Mistrot, Vice Chair Susan G. Salamoff, Clerk Michael J. Hickey, Jr., Jonathan Freedman, and Richard P. Jennett, Jr.

ALSO PRESENT: Bill Chenard, Acting Town Administrator; Bryan R. LeBlanc, Procurement Officer; Police Chief James Hicks; Lt. Brian Lauzon; Jay Mofenson, Lookout Farm Owner; and John Burns, Lookout Farm Manager.

The Chair called the meeting to order at 6:05 p.m. Mr. Freedman and Mr. Hickey arrived after the discussion and votes to award contracts had taken place.

CITIZEN'S CONCERNS: No one requested to be heard.

APPOINTMENTS WITH THE BOARD OF SELECTMEN

1. Procurement Officer – Contracts:

- a. Camp Arrowhead Rehabilitation: As presented by Mr. Le Blanc, a recommendation was made that the Natick Board of Selectmen award a contract, as procured pursuant to M.G.L. c. 149, §§44A *et seq.*, and as per the contours of Mr. Le Blanc's memorandum, to Marino Construction, Inc., of Chelmsford, Massachusetts, for the complete main bid work provided for in the Town's Invitation for Bids, subject to approval by the Commonwealth of Massachusetts Department of Conservation and Recreation (DCR). The amount of the award will be for \$395,000.00, as provided for in Marino Construction's bid. Moved by Mr. Jennett and seconded by Ms. Salamoff, the award was affirmatively made by the Board of Selectmen 3-0-0.

Funding was as follows:

2016 Special Town Meeting #2 Article 6

2018 Spring Annual Town Meeting Article 14 Motion F = Total \$395,000.00

- b. Emergency Alert System: As presented by Mr. Le Blanc, a recommendation was made that the Natick Board of Selectmen award a contract to Lyme Computer Systems, of Lyme, New Hampshire, for licensing of its RAVE emergency alert product, as covered under General Services Administration (GSA) Contract Number GS-35F-465GA. The total contract award is \$28,000.00 (\$10,000 for year 1, and a total of \$9,000 each year for years 2 and 3) to provide such emergency alert services for a three (3)-year period, as stated in Lyme Computer Systems' quote. The second and third years of the award shall be subject to

annual appropriation. This procurement is deemed compliant with the Uniform Procurement Act, pursuant to M.G.L. c. 30B, §1(d). On a motion by Mr. Jennett and seconded by Ms. Salamoff, the award was affirmatively made by the Board of Selectmen 3-0-0.

Funding was as follows:

Emergency Management Line Item - Total \$10,000.00 (Year 1) + \$9,000.00 (Year 2, subject to appropriation) + \$9,000.00 (Year 3, subject to appropriation) = \$28,000.00

- c. W-148 West Central and Route 30 Water Mains, Health Center Forcemain Rehabilitation:
As presented by Mr. Le Blanc, a recommendation was made that the Natick Board of Selectmen award a contract, as procured pursuant to M.G.L. c. 30, §39M, to CN Corporation, of Assonet, Massachusetts, for rehabilitation of the West Central and Route 30 Water Mains and Health Center Force Mains, as outlined in the main bid work of the Town's Invitation for Bids. The amount of the award is for \$2,337,027.83, as provided for in CN's bid. Moved by Mr. Jennett and seconded by Ms. Salamoff the award was affirmatively made by the Board of Selectmen, 3-0-0.

Funding was as follows:

Acct # 655113-584000 Rt 30 Water Loop FY2017 Fall ATM \$385,000.00

Acct # 655112-583000 West Central Water Main FY2017 Fall ATM \$1,008,000.00

Acct # 655314-584000 Rt 9 & Rt 27 Infrastructure FY2018 Spring ATM \$944,027.83

Total: \$2,337,027.83

2. **Lookout Farm Site Visit:** The meeting continued with a tour of the property that included the two additional sites (picnic area adjacent to playground and U Barn areas) proposed to permit the pouring of hard cider and beer. The visit to the sites provided a good opportunity to view and to discuss set-up, safety and management of the operation.

ADJOURNMENT

On a motion by Mr. Freedman, seconded by Mr. Jennett, the Board voted unanimously on a roll call vote to adjourn the Board of Selectmen's Meeting at 7:04 p.m.

Michael J. Hickey, Jr., Clerk

May 17, 2017 Board of Selectmen Meeting Minutes Approved by the Board of Selectmen on May 29, 2017

Submitted by Susan G. Salamoff, Vice Chair

All documents used at this Board of Selectmen meeting are available at:

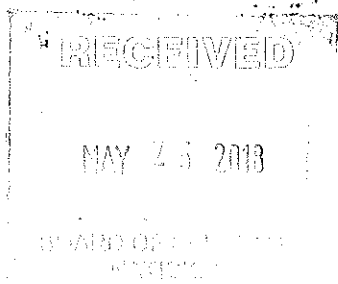
<https://naticktown.novusagenda.com/agendapublic/MeetingView.aspx?MeetingID=524&MinutesMeetingID=-1&doctype=Agenda>

ITEM TITLE: Correspondence 5/29/18

ITEM SUMMARY:

ATTACHMENTS:

Description	Upload Date	Type
Correspondence 5/29/18	5/24/2018	Cover Memo



247 Station Drive, SE-370
Westwood, MA 02090

William Hayes
Senior Arborist
Electric Transmission
Vegetation Management

Certified mail-return receipt requested

May 12, 2018

Dear Municipal Official:

This letter is to inform you that Eversource Energy, Eastern MA intends to selectively apply herbicides along the power line rights-of-way that pass through your municipality. This treatment is conducted as a component of an integrated vegetation management program that uses the appropriate mechanical and/or herbicides treatments to control vegetation to encourage the growth of healthy early successional ecological communities that benefit wildlife while allowing for the safe delivery of electricity to our customers.

Eversource Energy, Eastern MA's 2018-2022 *Five-year Vegetation Management Plan* (VMP) for Central, Eastern, and Southeastern, MA is posted at the following websites:

<http://www.mass.gov/eea/agencies/agr/pesticides/vegetation-management-and-yearly-operation-plans.html>

<https://www.eversource.com/content/ema-c/about/about-us/doing-business-with-us/municipal-officials/transmission-vegetation-management>

Attached is the letter from Massachusetts Department of Agricultural Resources approving the submitted VMP. In compliance with 333 CMR 11.06-11.07. Receipt of this letter does indicate treatment will occur in your town in 2018. For information on location of treatments in a particular year, please refer to the above links for the Yearly Operational Plan.

All the herbicides selected for this program are registered by the Federal Environmental Protection Agency, the Massachusetts Pesticide Board, and are recommended for use in and around sensitive areas jointly by the Massachusetts Pesticide Bureau and Massachusetts Department of Environmental Protection (please refer to the YOP for specifics).

For inquires concerning the safety of the herbicides please contact:

Director of Rights of Way Program
Department of Food and Agriculture
251 Causeway Street, Suite 500
Boston, MA 02114-2151

If there are any questions or comments relative to technical questions about the treatment program, you would like a hard copy of the VMP, or have any questions about Eversource Energy, Eastern MA and its electrical rights-of-way system please contact William Hayes (781) 441-3932.

Sincerely,

Enc: MDAR 2018-2022 VMP Approval Letter
cc: Board of Health
Board of Selectmen
Conservation Commission
Massachusetts Pesticide Bureau

THE COMMONWEALTH OF MASSACHUSETTS

EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS



Department of Agricultural Resources

251 Causeway Street, Suite 500, Boston, MA 02114
617-626-1700 fax: 617-626-1850 www.mass.gov/agr



CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

MATTHEW A. BEATON
Secretary

JOHN LEBEAUX
Commissioner

William Hayes, Senior Arborist
Eversource Energy, Eastern MA
Vegetation Management
247 Station Drive, SE-370
Westwood, MA 02090-9230

May 1, 2018

Dear Mr. Hayes:

Pursuant to 333 CMR 11.05 (4), this shall serve as a notice of approval of the **Eversource Energy, Central, Eastern, South Eastern (VMP) as modified. The approval is given by the attending members of the ROW Advisory Panel.** Copies of the approved VMP should be mailed to the Chief Elected Official, Board of Health and Conservation Commission of each municipality covered by the plan.

This approval is subject to all the provisions of (333 CMR 11.00-all). It will remain in effect for the years 2018 through 2022, unless suspended, revoked, or modified.

Please be advised, any violations of the Massachusetts Pesticide Control Act, MGL, Chapter 132 B or the Regulations promulgated thereunder, 333 CMR inclusive, may subject the responsible party or parties to agency action and referral of this matter to the Office of the Attorney General, Commonwealth of Massachusetts or the local District Attorney's office for civil or criminal prosecution.

Thank you for your time and efforts in this program.

Sincerely,

A handwritten signature in black ink, appearing to read "John Lebeaux", written in a cursive style.

John Lebeaux
Commissioner

*Natick Fire Department
Mutual Relief Association*

May 01, 2018

Dear Natick Board of Selectman:

The Natick Fire Department Mutual Relief Association cordially invites you to attend the Firefighters Memorial Ceremony. This event will be held at the Natick Fire Headquarters on Sunday June 10, 2018. The Ceremony will begin at 9:00 a.m., come rain or shine. Friends and Families are welcome. Breakfast will be served immediately following the ceremony. If you have any questions, please contact me at 508-207-8999.

If you would like to speak, please let me know.

Respectfully Yours,



Lieutenant Ciro R. Sansossio

Treasurer, NFRA



May 11, 2018

Board of Selectmen
Town of Natick
13 East Central Street
Natick, MA 01760

Re: Xfinity TV Changes

Dear Chairman and Members of the Board:

As part of our commitment to keep you informed of changes impacting Comcast customers in your community, please find below the following changes:

- On or about June 25, 2018, the names of some of our products, services and equipment will change to help simplify our customer experience. For example, 'Digital Converter' will change to 'TV Box', 'Digital Additional Outlet Service' will change to 'Service to Additional TV' and 'Digital Transport Adapter' will change to 'TV Adapter'. Customers will notice these changes on their bill and can visit xfinity.com/billnamechanges for details.
- Beginning on or about July 10, 2018, WDPX (ION Life) will be added to ch 58; QVC will move from ch 58 to ch 82.

Customers are receiving this information via bill message. However should you have any questions, please do not hesitate to contact me at 508-647-1418.

Sincerely,

Greg Franks

Greg Franks, Sr. Manager
Government Affairs