



NATICK BOARD OF SELECTMEN
AGENDA
Edward Dlott Meeting Room
Monday, August 5, 2019
6:00 PM

Agenda Posted Thursday, August 1, 2019 at 5:30 p.m. Amended at 5:45 p.m.; Revised 8/5/19 at 5:44 p.m. to remove two items

(Times listed are approximate. Agenda items will be addressed in an order determined by the Chair.)

1. 6:00 OPEN SESSION

Call to Order - Pledge of Allegiance

Roll Call Vote to Enter Executive Session

2. 6:05 EXECUTIVE SESSION

This portion of the meeting is not open to the public.

A. Purpose 6 - To consider the purchase, exchange, lease, or value of real property where discussion in an open meeting may have a detrimental effect on the Town's negotiating position

B. Approve Executive Session Meeting Minutes

7/3/19, 7/8/19, 7/22/19, 7/29/19

3. 7:00 ANNOUNCEMENTS

A. Downtown Fire Updates

B. Middlesex Path Dog Park

C. Lottery for Affordable Housing Units at Natick Avenue, LLC

4. 7:10 CITIZENS' CONCERNS

Any individual may raise an issue that is not included on the agenda and it will be taken under advisement by the Board. There will be no opportunity for debate during this portion of the meeting. Any individual addressing the Board during this section of the agenda shall be limited to five minutes.

5. 7:15 BOARD OF SELECTMEN UPDATES

A. MBTA Station Project Update

- B. South Main Street Reconstruction
- C. Collins Center
- D. WNFS Asbestos Issue/Construction Update

6. 7:35 APPOINTMENTS

- A. Interviews for Appointment to the Transportation Advisory Committee
Terms expire 6/30/2020 and 6/30/ 2021
 - a. Matt Page
 - b. Alex Walker

7. 7:45 REQUESTED ACTION

- A. Bernardi Volvo: Application for a Class I Dealer License
- B. Public Hearing: Proposal to Rename Navy Yard Park to Whitney Field at the Navy Yard with Installation of Permanent Sign - Opened the Public Hearing on 7/22/19 and Continued to 8/5/19
- C. Public Hearing (Continued from 7/22/19): Smashburger: Application for S. 12 Wine and Malt License
- D. Public Hearing: Natick Avenu, LLC - Superior Drive Application to Store Flammable Storage
- E. Supervisor of Land and Natural Resources:Appeal Objection to the Removal of Public Shade Trees along Strafford Rd & Drury Lane

8. 8:30 DISCUSSION AND DECISION

- A. Parking on East Street/Referral to Safety Committee
- B. 2019 FATM Warrant/Board Sponsored Articles
 - a. Unaccepted Ways/MGL Ch. 40, S. 6N
 - b. Kennedy Middle School/Article 97 Land Dedication
 - c. West Natick Fire Station/MassDOT Easement
 - d. Storm Water and Erosion Control By-law Amendment
 - e. Commission on Disability/BOS Appointments

9. 9:15 SELECTMEN SUBCOMMITTEE/LIAISON UPDATES

10. 9:25 CONSENT AGENDA

- A. Approve Meeting Minutes
6/24/19, 7/3/19, 7/8/19, 7/10/19, 7/22/19, 7/23/19, 7/29/19
- B. Approve Common Victualer's License for Tempura King, Inc.
- C. Approve Block Party for High Street
- D. Approve Keefe Technical H.S. Banner 11/11/19-11/25/19
- E. Reappoint David Lodding to the Open Space Advisory Committee
- F. Accept Donation of Electric Vehicle Charging Station \$8,785

11. TOWN ADMINISTRATOR NOTES

A. Hunnewell Field

12. SELECTMEN'S CONCERNS

13. CORRESPONDENCE

A. Selectmen's Correspondence

14. ADJOURNMENT

Agenda posted in accordance with Provisions of M.G.L. Chapter 30, Sections 18-25

Meeting recorded by Natick Pegasus

ITEM TITLE: Downtown Fire Updates

ITEM SUMMARY:

ATTACHMENTS:

Description

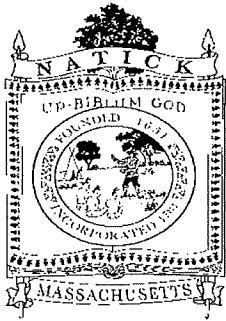
Update

Upload Date

8/5/2019

Type

Cover Memo



COMMUNITY AND ECONOMIC DEVELOPMENT

BUILDING

PLANNING

ZONING

CONSERVATION

MEMORANDUM

To: Michael Hickey, Chair, Board of Selectmen (BOS)

From: Ted Fields, Senior Planner, Community & Economic Development Department

Via: Melissa Malone, Town Administrator

Date: August 5, 2019

Re: Updates, Natick Center Fire Recovery Efforts

The tragic fire at 1 South Main Street on July 22rd, 2019, destroyed five businesses and damaged several adjacent concerns on Pond and West Central Streets. Since that time, many town departments have worked to stabilize and secure the site while coordinating assistance with Natick Center Associates (NCA) and the local business community. Steps taken to recover from the disaster include:

Site Security:

- Care and control of 1 South Main Street, the fire site, has been returned to the property owner, First Cambridge Realty LLC. Security fencing around the site is controlled by First Cambridge, and is posted with No Trespassing signs. Anyone breaching the fence to access the site is subject to arrest. Some merchants have requested access to the fire site to recover items from destroyed businesses. First Cambridge is liable for anyone who accesses their site, and may grant access, but has been advised not to because the existing debris is dangerous and unstable.

Short Term Recovery Assistance:

- The Natick Community & Economic Development Department (CED) and NCA facilitated a tour of the fire site by Natick's state legislative delegation and the Commonwealth's Secretary of Economic Development on July 26th and organized a follow up session for affected businesses with the Mass Hires Rapid Response Team, MassDevelopment, the Department of Revenue and the Massachusetts Growth Capital Fund. Owners of four of the five businesses destroyed in the fire have received individual counseling by state small business experts about their recovery needs. The owner of the last business will be interviewed by CED and NCA this week upon her return from vacation.
- NCA has to date raised over \$27,000 in two Fire Relief Funds to assist affected businesses. NCA has formed a sub-committee to determine a policy for distributing these funds. Currently, NCA plans to disburse funds to business owners on August 19th (thirty days from the fire) and September 19th (sixty days from the fire).

- NCA has developed a database for organizing in-kind assistance versus needs identified by affected businesses.
- Several landlords with vacant commercial space in and around Natick Center have offered temporary space to businesses destroyed in the fire.
- Most businesses next to the fire site on Pond Street have re-opened for business.

State Assistance

- The Commonwealth, through the Executive Office of Housing & Economic Development (EOHD) and Massachusetts Growth Capital Corporation (MGCC), has created the Natick Small Business Emergency Loan Fund with \$400,000 available to businesses affected by the fire. Applicants may receive between \$5,000 and \$50,000 in low interest (3%) loans that have no payments for the first thirty days and interest only payments for the first five months. The Metrowest Chamber of Commerce and the South Middlesex Opportunity Council will assist MGCC in distributing loans from the fund to eligible businesses. Applications for loans are available at MGCC's website: www.empoweringsmallbusiness.org. More information can be obtained from MGCC's Emergency Loan Fund call line at 617-337-2815.
- The Department of Revenue (DOR) will waive any penalties from late-filed returns or payments that were due on or after July 22nd and before November 15th for businesses affected by the fire.
- MassHires is offering on-going support for employees of affected businesses to obtain unemployment payments and search for jobs.

Please contact me with any questions or comments regarding fire clean up and recovery efforts.

ITEM TITLE: Middlesex Path Dog Park
ITEM SUMMARY:

ITEM TITLE: Lottery for Affordable Housing Units at Natick Avenu, LLC
ITEM SUMMARY:

ITEM TITLE: MBTA Station Project Update

ITEM SUMMARY:

ITEM TITLE: South Main Street Reconstruction

ITEM SUMMARY:

ATTACHMENTS:

Description

Update

Upload Date

8/5/2019

Type

Cover Memo

South Main Street Reconstruction Project Schedule

- ▶ Utility test pits – July 2019
 - ▶ Final Design Submission – Late July 2019
 - ▶ Construction Bidding and Procurement – August – September 2019
 - ▶ Utility Pole/Overhead Wire Relocation – Begin Fall 2019
 - ▶ Construction Funding – October 2019 Fall Town Meeting
 - ▶ Contract Award for Construction – November 2019
 - ▶ Construction begins Spring 2020
-
- ▶ Most recent Estimate w/10% contingency \$ 3,992,000
 - ▶ Sidewalk Extension Bid Alternate \$365,000



Sidewalk Extension – Bid Alternate



Existing - Facing North
at Bear Hill Road

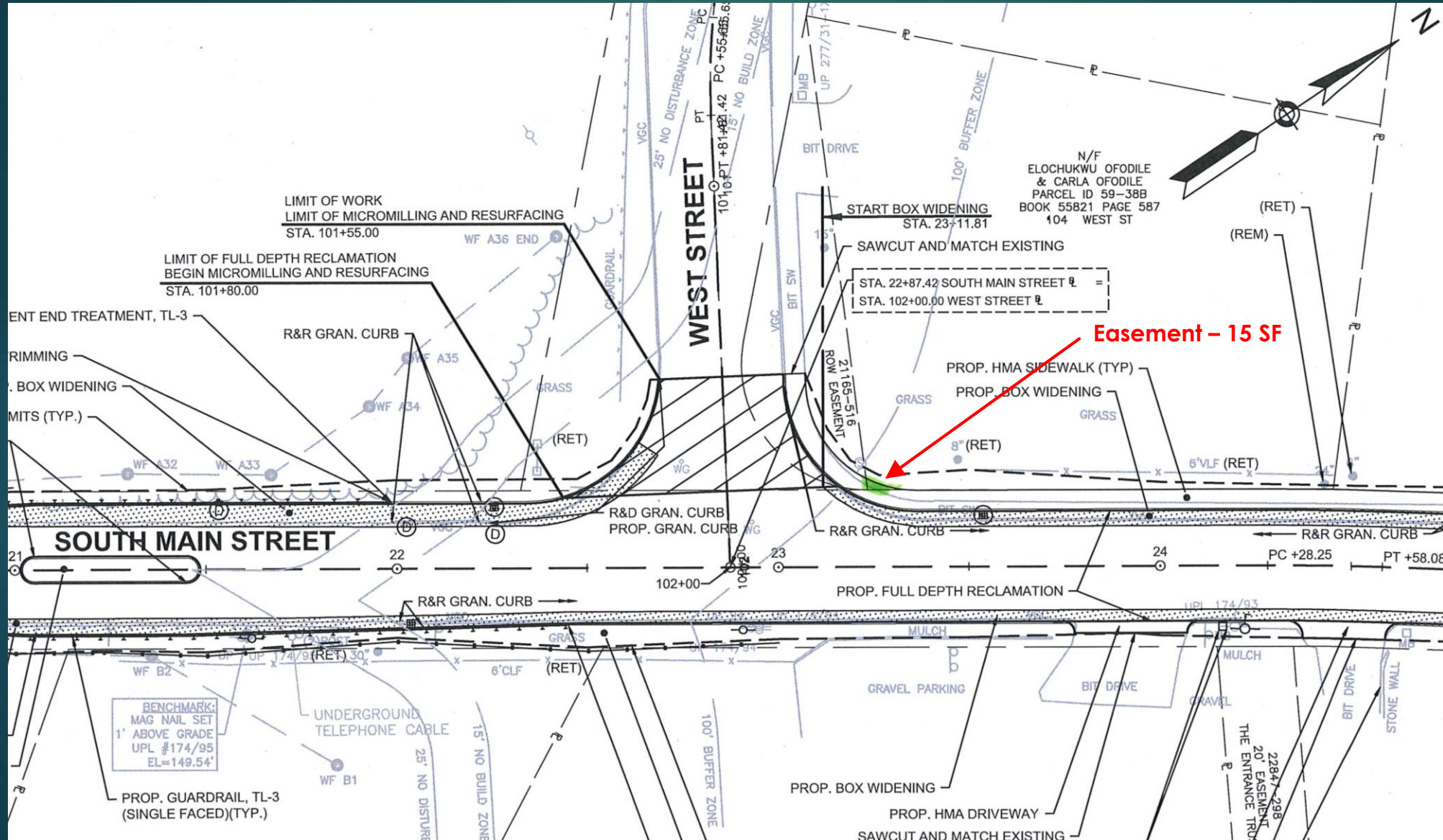


Proposed - Facing North
at Bear Hill Road

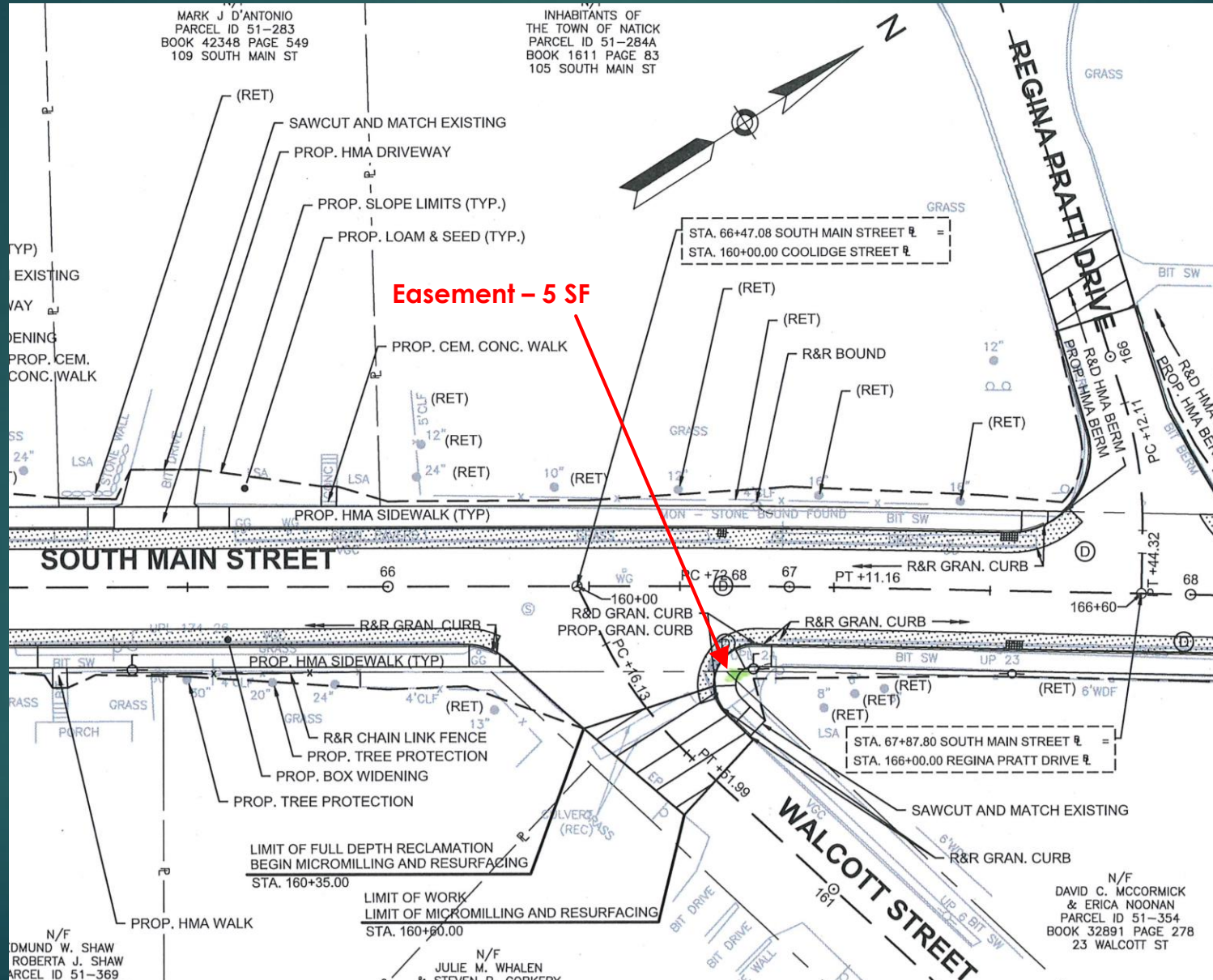
BEAR HILL ROAD LOOKING NORTH
OPTION 3
5 FT SIDEWALKS ON LEFT & RIGHT
4 FT SHOULDERS
DRAFT 3/1/2018

July 19, 2019

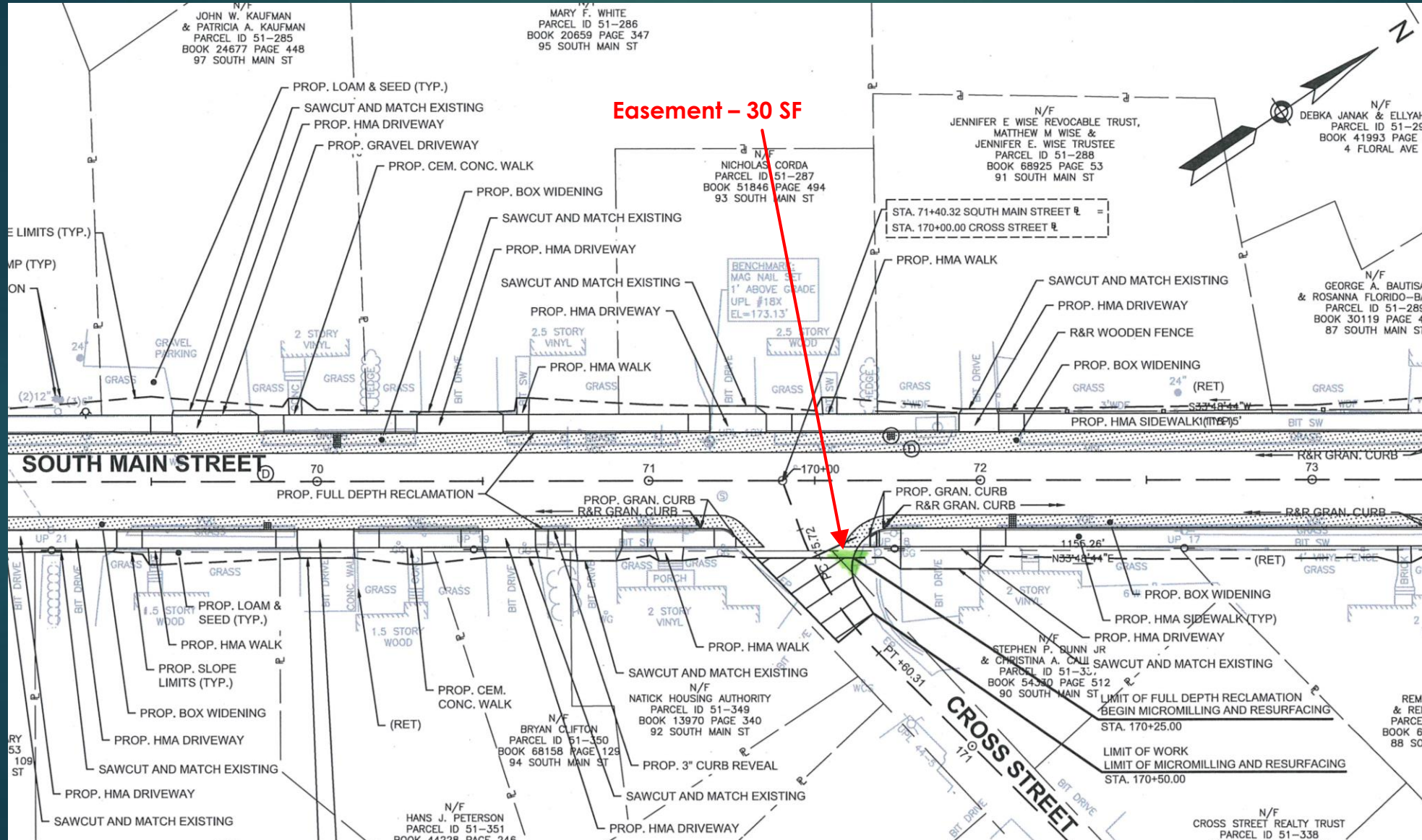
Roadway Easement



Roadway Easement



Roadway Easement



ITEM TITLE: Collins Center

ITEM SUMMARY:

ITEM TITLE: WNFS Asbestos Issue/Construction Update
ITEM SUMMARY:

ITEM TITLE: Interviews for Appointment to the Transportation Advisory Committee
ITEM SUMMARY: Terms expire 6/30/2020 and 6/30/ 2021
a. Matt Page
b. Alex Walker

ATTACHMENTS:

| Description | Upload Date | Type |
|--------------------|--------------------|-------------|
| Packet | 8/1/2019 | Cover Memo |



TRANSPORTATION ADVISORY COMMITTEE

BOARD DETAILS



OVERVIEW



SIZE 7 Seats



TERM LENGTH 3 Years



TERM LIMIT

Charge is to advise the Town on transportation projects and policies through an integrated approach that reflects all modes of transportation, including transit, cycling, pedestrian and vehicular.

The Committee shall consist of of seven members appointed to three years term arranged such that as nearly equal a number as possible expire every year, provided, however, that the initial terms shall be staggered for this purpose.



DETAILS

ENACTING RESOLUTION

ENACTING RESOLUTION
WEBSITE



TRANSPORTATION ADVISORY COMMITTEE

BOARD ROSTER



JAMES FREAS

1st Term Jul 23, 2018 - Jun 30, 2021

Appointing Authority Board of Selectmen
Position Chair



TIMOTHY M KELLEY

1st Term May 19, 2016 - Jun 30, 2019

Appointing Authority Board of Selectmen
Position Member



JOSHUA OSTROFF

2nd Term Jul 01, 2017 - Jun 30, 2020

Appointing Authority Board of Selectmen
Position Member



BETTY SCOTT

1st Term Jul 01, 2016 - Jun 30, 2019

Appointing Authority Board of Selectmen
Position Natick Center Associates Representative



BALA K THILLAINATHAN

1st Term Sep 17, 2018 - Jun 30, 2021

Appointing Authority Board of Selectmen
Position Member



VACANCY



VACANCY

Profile

Matt

First Name

Page

Last Name

matt@finnpage.com

Email Address

3 Buckingham Road

Street Address

Suite or Apt

Natick

City

MA

State

01760

Postal Code

What Precinct do you live in? *☒ Precinct 3

Mobile: (508) 545-3089

Primary Phone

Home:

Alternate Phone

Mintz

Employer

Public Finance Attorney

Job Title

Applicants are encouraged to attend or read the minutes of several meetings of the body to which they are applying, if possible.

Which Boards would you like to apply for?

Transportation Advisory Committee: 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:

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?

I am interested in helping Natick manage its transportation infrastructure (commuter, retail and recreational) as its population density increases.

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.

As a former math teacher and current finance attorney, I am comfortable with budgets, financial statements and projections. I have first-hand, daily experience as a commuter rail rider and (in a different location) was a daily bicycle commuter for several years.

Please list any professional affiliations.

National Association of Bond Lawyers.

Let us know what other specialized interests or hobbies you might have.

Applicants are encouraged to upload a resume, accepted file types are listed below.

Upload a Resume

Profile

Alex

First Name

Walker

Middle Initial

Last Name

walker.alex@gmail.com

Email Address

50 Washington Ave

Street Address

Suite or Apt

Natick

City

MA

State

01760

Postal Code

What Precinct do you live in? *☒ Precinct 4

Home: (781) 454-8025

Primary Phone

Home:

Alternate Phone

Blue Elm Company LLC

Employer

Vice President - Product
Development

Job Title

Applicants are encouraged to attend or read the minutes of several meetings of the body to which they are applying, if possible.

Which Boards would you like to apply for?

Transportation Advisory Committee: 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:

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?

I became interested in this board through the repaving project which is scheduled to occur on Washington Ave in the fall of 2019. I was interested to know more about the process of redesigning the road, and attended a committee meeting. I realized that I'm interested in all modes of transit and how people interact with them. What I truly appreciate about transportation, especially roads is that everyone is an expert. Folks know the roads around their home, in their town, and on their commute to work. This common knowledge presents a unique opportunity (and challenge) to find pragmatic solutions that work for drivers, bikers and pedestrians alike. It's hard to know what changes I would like to see made to the transportation advisory committee since I've only attended a single meeting. I'm a proponent of using data to drive decisions. This means increasing the availability and awareness of the collection of data to find ways to quantify problems, implement changes, and measure results.

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.

I created a low-cost speed camera to monitor the traffic in front of my house. The solution uses an \$35 computer, a webcam, the Python programming language and the OpenCV computer vision library to detect and time a vehicle as it travels down the road. I ran a month long traffic survey on the street. The results can be found on the project's webpage: <https://www.washingtonavespeed.com> The source code for the project can be found on github: <https://github.com/lawnstripes/washingtonave-speedcam>

Please list any professional affiliations.

Let us know what other specialized interests or hobbies you might have.

As a hobby, I enjoy tinkering with technology - in particular I've become interested in computer vision and machine learning. Both of these technologies can be applied to learn more about problems (whether real or perceived), like the general speed of traffic on my street.

Applicants are encouraged to upload a resume, accepted file types are listed below.

[AWalker.Resume.pdf](#)

Upload a Resume

D. Alexander Walker

50 Washington Ave
Natick, MA 01760
(781) 454-8025
walker.alex@gmail.com

OBJECTIVE

Employment in a small company that utilizes industry standard programming languages, tools and development practices that fosters my creativity, pragmatic approach and analytical skills allowing me to hone my abilities as a craftsman of software development.

EXPERIENCE

Blue Elm Company, LLC. Westwood MA

Vice President - Product Development

September 2008 – Present

- Completed entire software design, code, and support life cycle for 3 shrink-wrap software solutions: OpenGate, DrAuditor and DrDashboard
- Introduced modern software development practices of automated unit testing, and continuous integration for on premise and cloud based software build systems
- Reverse-engineered multiple low-level communications protocols to leverage in integrated systems
- Designed, implemented and coded domain specific structured query language to interface with MEDITECH 6.x platform. Implementation includes IronPython based translator for use with MS .Net runtime
- Researched, profiled, and refactored multiple performance intensive and time-sensitive data validation routines. In multiple cases increased throughput and performance by factors of 10

Medical Information Technology, Westwood MA

Supervisor - Data Repository, Client Services Division

October 2005 – September 2008

- Developed stored procedures to document schema changes and identify customer created objects affected by Data Repository updates
- Formalized use of software tools and parameters for data collection to diagnose Data Repository server performance problems
- Developed software to automate testing of critical Data Repository application components
- Responsible for 4 programmers and nearly 500 customers

Ithaca College, Ithaca NY

Field / Network Service Technician - Information Technology Services

August 2003 – May 2005

- Provided software and hardware troubleshooting to faculty and staff desktop computers
- Troubleshot LAN and internet connectivity outages for faculty and staff on campus

EDUCATION

Bachelor of Arts, Computer Science

Ithaca College, Ithaca, NY

Minor: Business Administration

May 2005

TECHNOLOGIES

Languages: C#, T-SQL, MEDITECH NPR/\$T, IronPython, Javascript/CSS/HTML

Frameworks: WPF, WCF, SignalR, ASP.NET, Entity Framework

Databases: MSSQL, Sqlite, MEDITECH Magic, Client-Server, M-AT

Tools: Visual Studio, TFS, DevOps, SQL Management Studio, Wireshark

ITEM TITLE: Bernardi Volvo: Application for a Class I Dealer License
ITEM SUMMARY:

ATTACHMENTS:

| Description | Upload Date | Type |
|-----------------------|-------------|------------|
| Application | 7/17/2019 | Cover Memo |
| Police Recommendation | 7/17/2019 | Cover Memo |



Acura of Boston • Audi Natick • Bernardi Honda • Bernardi Toyota
Volvo Cars Wellesley • Carney Management Company, Inc.

June 27, 2019

Board of Selectmen
Town of Natick
13 East Central Street
Natick, MA 01760

Re: Bernardi Volvo
Class I Dealer License Application

To The Board,

Bernardi Volvo is constructing a new dealership building at 910 Worcester Street, Natick with anticipated completion in mid-August. We respectfully request a hearing before the Board of Selectmen on our application for a Class I Dealer License, attached here with supporting documentation.

Sincerely,

A handwritten signature in black ink, appearing to read "James P. Carney".

James P. Carney
President

Enclosure: Application of Class I Auto Dealer License

*\$100 Fee attached
Need add'l \$100*

Fee = \$200

THE COMMONWEALTH OF MASSACHUSETTS
TOWN of NATICK
APPLICATION FOR LICENSE
(GENERAL)

No. _____

6/26/2019 19__

TO THE LICENSING AUTHORITIES:

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

WELLESLEY CAR COMPANY, INC.
dba BERNARDI VOLVO CARS NATICK

(Full name of person, firm or corporation making application)

STATE CLEARLY
PURPOSE FOR
WHICH LICENSE
IS REQUESTED

To SELL AND SERVICE NEW VOLVO VEHICLES AND
OTHER PREOWNED VEHICLES

GIVE LOCATION
BY STREET
AND NUMBER

At 910 WORCESTER STREET

in said City of NATICK
Town

in accordance with the rules and regulations made under authority of said Statutes.

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes required under law.

WELLESLEY CAR COMPANY, INC.

*Signature of Individual
or Corporate Name (Mandatory)

[Signature]

By: Corporate Officer
(Mandatory, if Applicable)

46-2517597

**Social Security # (Voluntary)
or Federal Identification Number

* This license will not be issued unless this certification clause is signed by the applicant.

** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass. G.L. c. 62C s. 49A.

Received _____ 19__

Hour A.M. _____


P.M. _____

Approved _____ 19__

[Signature]
910 WORCESTER STREET, NATICK, MA
Signature of Applicant
Address 01760

Licence Granted _____ 19__

Additional Information Requested by the Town of Natick/Natick Police Department for background check purposes:

License applicant's Social Security Number or Employee I.D. Number: 


Date of Birth: 07-07-1950

Place of Birth: BOSTON, MA

Phone number: 508 879-7171

Email address: jim.carney@bernardiautogroup.com

Please sign here to confirm that you have reviewed the Natick Business Recycling and Waste Guide.



In addition to these completed Form 460, Natick Information and Workers Compensation forms, please also submit the following materials with your application:

A check payable to the Town of Natick for \$100

A set of floor plans and site plan

A copy of the Bill of Sale or Lease Agreement

A copy of your Articles of Organization (if a Corporation)

A copy of the Membership Agreement and list of members (if an LLC)

A copy of the partnership agreement if a partnership

Class I applications must provide a copy of the operating agreement between the dealership and the line of cars they are selling.

If the land has not been leased before, the Building Commissioner will need additional information about the zoning of the land. It is the policy of the Board of Selectmen not to consider any applications until all land issues have been resolved.

CHECK
CONTROL NO. 19936

ISSUED BY: CATHY_CONNOR

VOLVO OF WELLESLEY
WELLESLEY, MA 02482

PAGE 1C

| INVOICE STOCK NO. | INVOICE DATE | PURCHASE ORDER NO. | COMMENT/V.I.N. | AMOUNT | DISCOUNT/ ACCOUNT NO. | NET AMOUNT |
|----------------------|-----------------|--|----------------|-----------------|--------------------------|-------------------|
| | 062619 | APPLICATION FOR DEALER LICENSE BERNARDI VOLVO | | | | 100.00 |
| | | | | 19936 NATICK | 10010 932000 | -100.00 100.00 |
| | | | | TOTAL | 10010 | 100.00 |

DETACH AT PERFORATION BEFORE DEPOSITING CHECK

REMITTANCE ADVICE

CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

WATERMARK ON BACK. HOLD AT ANGLE TO VIEW WHEN CHECKING ENDORSEMENT.



VOLVO OF WELLESLEY
A Bernardi Auto Group Company

962 WORCESTER STREET
WELLESLEY, MA 02482-3725
(781) 235-8841
www.bernardiautogroup.com



NATICK, MA 01760

19936

19936

| |
|---------|
| DATE |
| 26JUN19 |

| | | | |
|-----------------|---------|----|-------|
| PAY THIS AMOUNT | | | |
| *****100 | DOLLARS | 00 | CENTS |

| |
|-----------------|
| AMOUNT OF CHECK |
| *****100.00 |

TO
THE
ORDER
OF

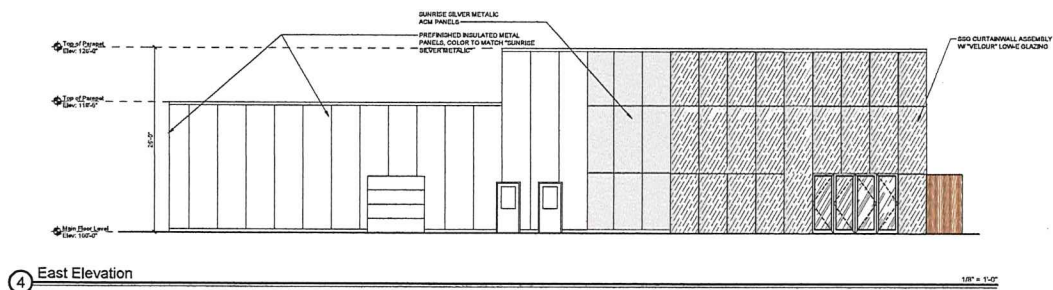
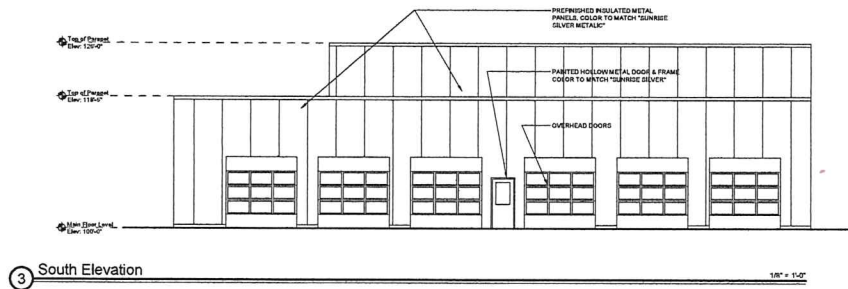
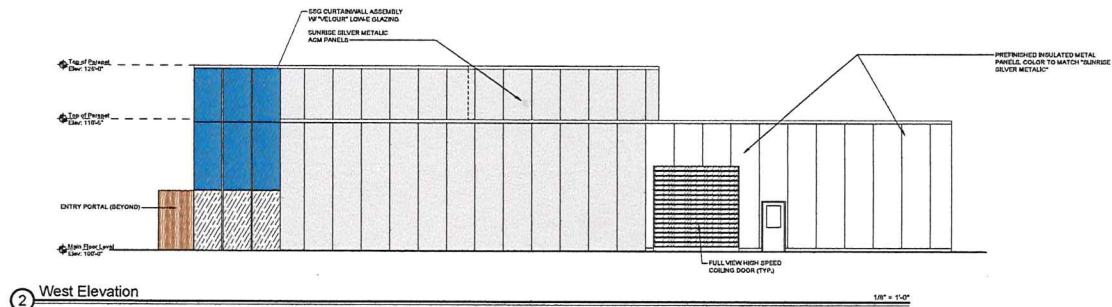
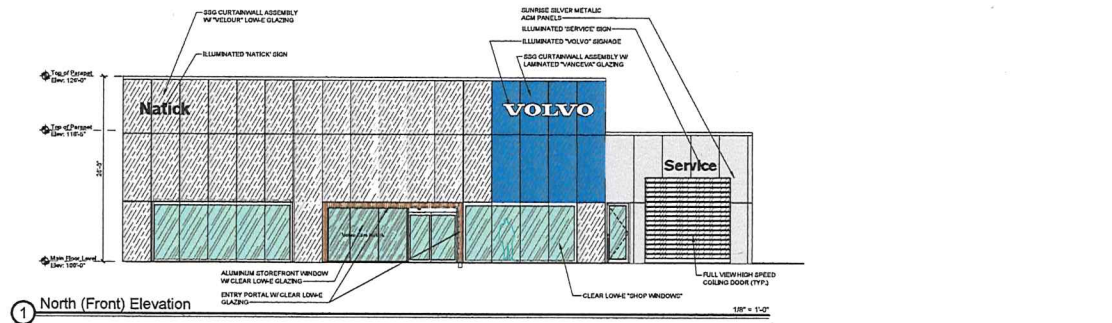
TOWN OF NATICK
13 EAST CENTRAL ST
NATICK MA 01760

Cathy Connor
Amy Stassi
AUTHORIZED SIGNATURE

⑈019936⑈ ⑆211371227⑆ 164044473⑈

TO REORDER 8900033 CALL 1-800-237-2372

WZ586871-05-18





REGENT
ASSOCIATES, INC.
ARCHITECTS
24 SUPERIOR DRIVE, SUITE 202
NATICK, MA 01760

508.655.5553 • www.regentassociates.com

NOTE:
SOME INFORMATION ON THIS SHEET
HAS BEEN PROVIDED IN COLOR.
TO AVOID LOSS OF READABLE
PERTINENT INFORMATION, THIS
SHEET MUST BE PRINTED IN COLOR



Bernardi Volvo

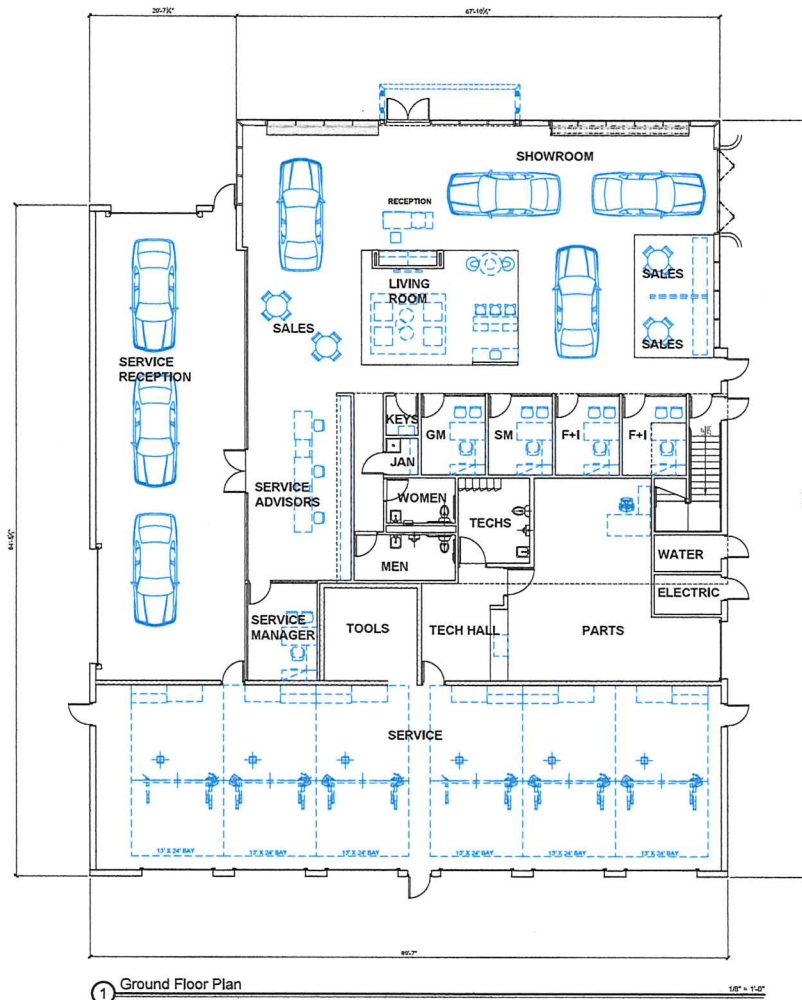
910 Worcester Road
Natick, MA 01760

PROJECT 2018-09
DRAWN MFR
SCALE 1/8" = 1'-0"
DATE 07.03.18

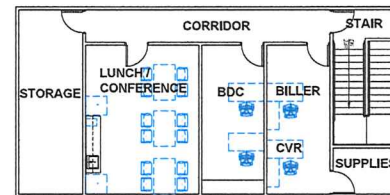
PROGRESS
ONLY
NOT FOR CONSTRUCTION

Floor Plans
GROSS FLOOR AREA 11,090 SF

A1.1



1 Ground Floor Plan



2 Mezzanine Plan

506.655.5553 ■ www.regentassociates.com

NOTE:
SOME INFORMATION ON THIS SHEET
HAS BEEN PROVIDED IN COLOR.
TO AVOID LOSS OF READABLE
PERTINENT INFORMATION, THIS
SHEET MUST BE PRINTED IN COLOR



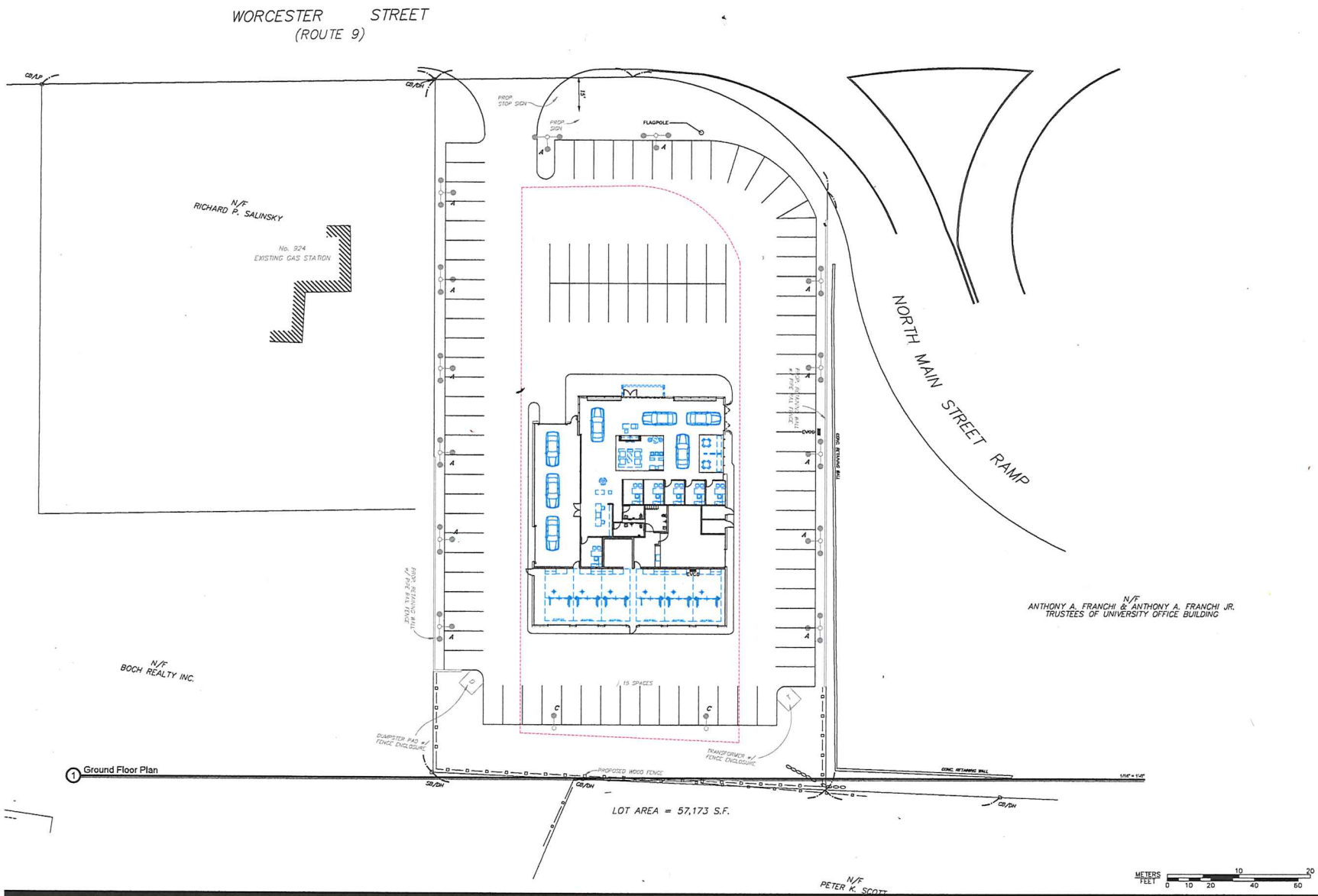
910 Worcester Road
Natick, MA 01760

| | |
|---------|-------------|
| PROJECT | 2018-09 |
| DRAWN | MFR |
| SCALE | 1" = 20'-0" |
| DATE | 06.20.18 |

PROGRESS
ONLY
NOT FOR CONSTRUCTION

Site Plan

L1.1



HIGHPOINT
HIGHPOINT ENGINEERING, INC.
CANTON CORPORATE PLACE
45 DIAH ROAD, SUITE 140 | CANTON, MA 02021
t 781.770.0970 | www.highpointeng.com

Bernardi*
AUTO GROUP

CONSULTANT:

22

OWNER/APPLICANT: BERNARDI AUTO GROUP
910 WORCESTER ROAD
NATICK, MA 01760
TEL: (508) 879-7171
ATTN: AMY ROSSI

SURVEYOR: DGT ASSOCIATES
SURVEYING & ENGINEERING
255 PARK AVENUE
WORCESTER, MA 01609
TEL: (508) 762-9470
ATTN: PETER LOTHIAN, PLS

ARCHITECT: REGENT ASSOCIATES, INC.
25 PRIME PARKWAY, SUITE 202
NATICK, MA 01760
TEL: (508) 653-5553
ATTN: MARK REGENT

CONSTRUCTION MANAGER : CM&B
75 SYLVAN STREET, BUILDING C
DANVER, MA 01923
TEL: (781) 246-9401
ATTN: SEAN FAHY



NEW AUTO DEALERSHIP
910 WORCESTER STREET
NATICK, MA 01760

OWNER/APPLICANT: JIM CARNEY, PRESIDENT | BERNARDI AUTO GROUP

[illegible][illegible]

ISSUE TYPE:
SITE PLAN REVIEW
ISSUE DATE:
08.20.2018
PROJECT NUMBER:
18024

DRAWN BY: AKM
CHECKED BY: DBR
Copyright (c) by Hightower Engineering, Inc.
All Rights Reserved.

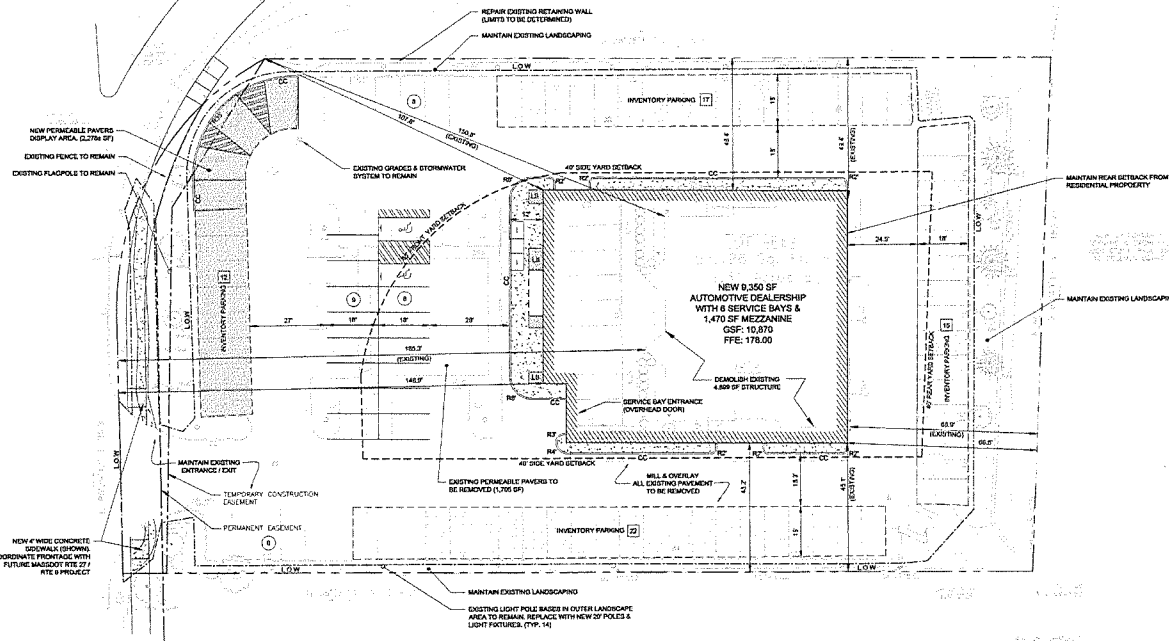
TITLE SHEET

SHEET NUMBER:
T100

WORCESTER (PUBLIC USE ~ 65' WIDE) STREET (RTE. 9 EASTBOUND)

TO STATE HIGHWAY
TO NORTH MAIN STREET

| SYMBOL LEGEND | |
|---------------|--|
| CC | PROPOSED CONCRETE CURB |
| RF | PROPOSED CURB RADIUS |
| — | PROPOSED SIGN |
| ○ | PROPOSED HANDICAP PARKING SPACE |
| ① | PARKING SPACE COUNT |
| ② | PROPOSED LANDSCAPE AREA |
| ③ | PROPOSED CONCRETE WALK |
| ④ | PROPOSED PERVIOUS PAVERS |
| ⑤ | PROPOSED DISPLAY PARKING |
| ⑥ | PROPOSED DIRECTIONAL TRAFFIC FLOW ARROWS |
| LOW | PROPOSED LIMIT OF WORK |



| ZONING BY-LAW DIMENSIONAL SUMMARY | | | | |
|--|---|----------------|----------------|-------------------|
| ZONING DISTRICT: COMMERCIAL II | | | | |
| OVERLAY DISTRICT: HIGHWAY CORRIDOR OVERLAY DISTRICT (HC) | | | | |
| AQUIFER PROTECTION DISTRICT (APD) | | | | |
| USE: BUSINESS USE (VEHICLE SALES & REPAIR) | | | | |
| BUILDING DIMENSIONAL REQUIREMENTS | | | | |
| CRITERIA | REQUIRED | PERMITTED | PROPOSED | ZONING COMPLIANCE |
| LOT AREA | 40,000 SQ. FT. | 57,174 SQ. FT. | 57,180 SQ. FT. | YES |
| CONTINUOUS FRONTAGE | 200' | 200' | 200' | YES |
| LOT DEPTH | 200' | 200' | 200' | YES |
| FRONT YARD SETBACK | 35' (WORCESTER STREET) 40' (OTHER STREETS) | 185.2' | 107.0' | YES |
| SIDE YARD SETBACK | 40' | 40.0' | 40.0' | YES |
| REAR YARD SETBACK | 40' | 60.0' | 60.0' | YES |
| MAX. % BLDG. COVERAGE | 20% | 0% | 18.2% | YES |
| MAX. BUILDING HEIGHT (H) | 2 STORIES / 18' 0" (40' H) | 2' | 2' | YES |
| OPEN SPACE PER LOT | 10% | 26.2% | 22.3% | YES |
| FLOOR AREA RATIO (FAR) (H) | 0.32 | 0.12 | 0.12 | YES |
| PAVED SURFACE AREA (H) | — | 34,800 SQ. FT. | 34,800 SQ. FT. | YES |
| IMPERVIOUS AREA | — | 42,338 SQ. FT. | 44,438 SQ. FT. | YES |
| PERVIOUS AREA | — | 15,739 SQ. FT. | 13,028 SQ. FT. | YES |
| LANDSCAPE SURFACE RATIO | 20% | 27.8% | 25.2% | NO |
| FRONT LANDSCAPE BUFFER | 13.37' | 13.37' | 13.37' | YES |
| PARKING SETBACK TO BUILDING | 10' | 10' | 10' | YES |
| PARKING SETBACK TO LOT LINE | 4' | 5' | 5' | YES |
| INTERIOR LANDSCAPE | 10 SQ. FT. / PARKING SPACE 10 SQ. FT. / 10' SPACES = 100 SQ. FT. | 140 SQ. FT. | 100 SQ. FT. | NO |

| PARKING SUMMARY | | | |
|----------------------------------|---------------------|--------------------------|-------------------|
| PARKING ALLOTMENT REQUIREMENTS | | | |
| USE | REQUIRED RATE | UNIT | REQUIRED STALLS |
| OFFICE VEHICLE SALES | 1 SPACE PER 400 GSF | (1575/400 GSF) x 1 SPACE | 27 |
| TOTAL STALLS REQUIRED = | | | 27 |
| TOTAL STALLS PROVIDED = | | | 31 |
| PARKING DIMENSIONAL REQUIREMENTS | | | |
| CRITERIA | REQUIRED | PROPOSED | ZONING COMPLIANCE |
| STALL WIDTH | 9 FT. | 9 FT. | YES |
| STALL DEPTH | 18 FT. | 18 FT. | YES |
| ACCESSIBLE STALLS | 2 | 2 | YES |

| GENERAL NOTES | |
|---|--|
| 1. NET REDUCTION IN PARKING SPACES 3 SPACES | |
| 2. PERMITTED (100%) IMPERVIOUS AREA = 42,338 SQ. FT. PROPOSED IMPERVIOUS AREA = 44,438 SQ. FT. | |
| SPECIAL PERMIT NOTES | |
| 1. SALESDROOM FOR MOTOR VEHICLES WITH REPAIR SERVICES AND STORAGE (AS ALLOWED) WITH SPECIAL PERMIT - BUSINESS USES SECTION 8 A.2 (4) | |
| 2. SECTION 8 A.2. INTERIOR DRIVEWAYS, REDUCE REQUIRED INTERIOR DRIVEWAY WIDTH | |
| 3. INCREASE OF IMPERVIOUS COVER OVER 20% WITHIN AQUIFER PROTECTION DISTRICT (SECTION 8 A.5.4) | |
| 4. INTERIOR LANDSCAPE REQUIREMENT - 10 SQ. FT. / PARKING SPACE = 110 SQ. FT. (10' SPACES) = 971 SQ. FT. REQUIRED PROPOSED INTERIOR LANDSCAPE = 100 SQ. FT. PROVIDED | |
| PAVING NOTES | |
| 1. MILL & NEW OVERLAY ALL PAVED AREAS | |
| 2. REPAIR EXISTING PERMEABLE PAVERS, REPLACE WITH FULL DEPTH PAVEMENT & BASE | |

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30 BAY ROAD, SUITE 100, CAMDEN, MA 01825
1.781.770.0910 | www.highpointeng.com

Bernardi
AUTO GROUP

LAYOUT



NEW AUTO DEALERSHIP
910 WORCESTER STREET
NATICK, MA 01740

OWNER/APPLICANT: JIM CANNERY, PRESIDENT | BERNARDI AUTO GROUP

1" = 10' (1/8" = 10' 0" SCALE)
REV. DATE. DESCRIPTION
ISSUE TYPE:
SITE PLAN REVIEW
ISSUE DATE:
06.20.2018
PROJECT NUMBER:
18024

DRAWN BY: AGA
CHECKED BY: DBR
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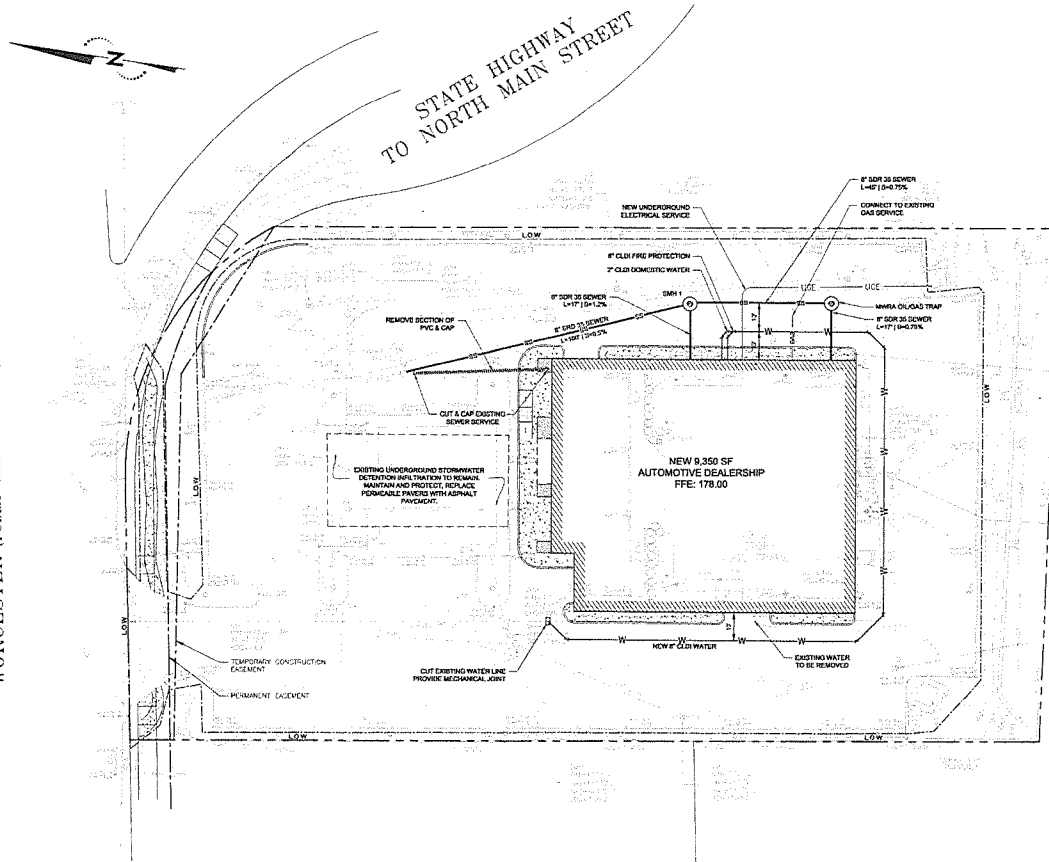
LAYOUT &
MATERIALS
PLAN

SHEET NUMBER

C200

WORCESTER (PUBLIC USE ~ 65' WIDE) STREET (RTE. 9 EASTBOUND)

STATE HIGHWAY
TO NORTH MAIN STREET

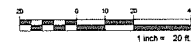


| SYMBOL LEGEND | |
|---------------|--------------------------|
| | PROPOSED WATER SERVICE |
| | PROPOSED GRAVITY SEWER |
| | PROPOSED GAS SERVICE |
| | UNDERGROUND ELECTRIC |
| | PROPOSED SEWER STRUCTURE |
| | PROPOSED WATER GATE |

| SEWER SCHEDULE | |
|------------------|--|
| OLUGAS SEPARATOR | |
| DBH=15.40 | |
| INWD=17.33 (FT) | |
| INWD=17.33 (FT) | |
| DBH 1 | |
| INWD=17.33 (FT) | |
| INWD=17.33 (FT) | |
| DBH (EXISTING) | |
| INWD=17.33 (FT) | |
| INWD=17.33 (FT) | |
| INWD=17.33 (FT) | |

UTILITY NOTES

1. THE LOCATION OF UNDERGROUND UTILITIES AS REPRESENTED ON THESE PLANS IS BASED UPON EXISTING CONDITIONS PLAN BY FELDMAN DATED OCTOBER 2017 AND INFORMATION PROVIDED BY THE RESPECTIVE UTILITY COMPANIES OR MUNICIPAL DEPARTMENTS SUPPLEMENTED BY FIELD IDENTIFICATION WHEREVER POSSIBLE. NO WARRANTY IS MADE AS TO THE ACCURACY OF THESE LOCATIONS OR THAT ALL UNDERGROUND UTILITIES ARE SHOWN. THE CONTRACTOR SHALL NOTIFY THE DESIGN ENGINEER OF ANY DISCREPANCIES BETWEEN THESE PLANS AND OBSERVED EXISTING CONDITIONS PRIOR TO PROCEEDING WITH WORK.
2. THE CONTRACTOR SHALL VERIFY THE LOCATION, SIZE AND DEPTH OF EXISTING UTILITIES PRIOR TO TAPPING INTO, CROSSING, EXTENDING OR RELOCATING THEM. IF THE NEW WORK POSSES A CONFLICT WITH EXISTING UTILITIES, THE ENGINEER IS TO BE NOTIFIED PRIOR TO THE CONTRACTOR CONTINUING.
3. NEW EXPOSURE TO NEW CAPACITY OF EXISTING UTILITY SERVICES TO DETERMINE ADEQUACY FOR REDUCE OR IF NEW SERVICES REQUIRED.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ANY AND ALL REQUIRED INSPECTIONS ASSOCIATED WITH THE WORK SHOWN HEREIN WITH THE TOWN OF NATICK PUBLIC WORKS, FIRE DEPARTMENT, OR ANY OTHER MUNICIPAL AUTHORITY AS REQUIRED BY LOCAL REGULATIONS.
5. MATERIAL FOR BACKFILL SHALL NOT INCLUDE UNSUITABLE MATERIAL, SUCH AS PEAT, TRASH, STUMPS, DEBRIS OR HAZARDOUS WASTE.
6. ALL WATER PIPE AND FITTINGS FOR FIRE PROTECTION SERVICES SHALL BE CLASS B CEMENT-LINED DUCTILE IRON WITH MECHANICAL JOINTS.
7. DEPARTMENT OF PUBLIC WORKS, AND FIRE DEPARTMENT SHALL BE NOTIFIED PRIOR TO THE START OF ANY WORK ON THE WATER SYSTEM.
8. UNLESS OTHERWISE SPECIFIED ON THE PLANS AND SPECIFICATIONS ALL SITE CONSTRUCTION MATERIALS AND METHODOLOGIES ARE TO CONFORM TO THE TOWN OF NATICK CONSTRUCTION SPECIFICATIONS AND THE COMMONWEALTH OF MASSACHUSETTS DEPARTMENT OF PUBLIC WORKS STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES, LATEST EDITION, AS APPLICABLE.
9. THE CONTRACTOR SHALL ENSURE THAT ALL ABANDONED AND/OR INACTIVE WATER, SEWER, DRAIN, FIRE PIPES AND RELATED APPURTENANCES INCLUDING BUT NOT LIMITED TO ITEMS SUCH AS METERS, METER PITS, GATEVALVE CONTROL, TUBES, MAIN TUBE BRIDGES AND MAIN CONTROL BOXES ARE REMOVED.
10. THE CONTRACTOR SHALL FIELD LOCATE THE EXISTING WATER SERVICE. ALL ABANDONED WATER SERVICES TO BE CUT AND CAPPED. ALL ASSOCIATED APPURTENANCES SHALL BE REMOVED.
11. FOR THIS PROJECT IT IS REQUIRED THAT AN AS-BUILT PLAN BE PROVIDED. THIS AS-BUILT WILL CONTAIN THE LOCATIONS OF ANY ABANDONED UTILITIES THAT ARE SITUATED IN THE ROADWAY.
12. THE LOCATION OF ALL NEW INSTALLATIONS ARE TO BE LOCATED AND THERE SHOULD BE THE MEASUREMENTS FROM EXISTING STRUCTURES, PROPERTY LINES AND CORNERS.
13. PLANS SHOWING DEPTH OF WATER PIPE ARE REQUIRED AT ALL GATES, BENDS AND CONNECTIONS, SIZE AND TYPE OF ALL PIPES & VALVES.



HIGHPOINT

HIGHPOINT ENGINEERING, INC.
ENGINEERING FIRM
45 SAN ROAD, SUITE 100 | CANTON, MA 01921
508.725.2071 | www.highpointeng.com

CLIENT:

Bernardi
AUTO GROUP

CONTRACT:



NEW AUTO DEALERSHIP
910 WORCESTER STREET
NATICK, MA 01750

OWNER/APPLICANT: JIM CARNEY, PRESIDENT | BERNARDI AUTO GROUP

| DATE | DESCRIPTION |
|------------|----------------|
| 08.20.2018 | ISSUE DATE |
| 08.20.2018 | ISSUE DATE |
| 18024 | PROJECT NUMBER |

ISSUE DATE:
08.20.2018
PROJECT NUMBER:
18024

DRAWN BY: MCM
CHECKED BY: DBR
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SHEET TITLE:

**UTILITY
PLAN**

SHEET NUMBER:
C300

LEASE AGREEMENT

ARTICLE I

Reference Data

1.1 Subjects Referred To.

Each reference in this Lease to any of the following subjects shall be construed to incorporate the data stated for that subject in this Section 1.1.

DATE: August 1, 2019

COMMENCEMENT DATE:

PREMISES: Land and building at 910 Worcester Street, Natick, Middlesex County, Massachusetts, as more particularly described on Exhibit A hereto.

LANDLORD: Volador Realty Trust

ADDRESS OF LANDLORD: 1626 Worcester Road, Framingham, MA 01702

TENANT: Wellesley Car Company, Inc. dba Bernardi Volvo

ADDRESS OF TENANT: 910 Worcester Street, Natick, Massachusetts 01760

TERM: Five (5) years commencing on

OPTION TO EXTEND: If option to purchase is not exercised at end of the first term, two (2) successive options to extend the Term each for a period of five (5) years.

DELIVERY DATE:

ANNUAL FIXED RENT RATE: Years one through five: \$600,000; options to extend Term to be negotiated at renewal.

PERMITTED USES: New and used automobile dealership, automobile repair, automobile storage, and any other use permitted by Natick zoning and licensing by-laws.

PUBLIC LIABILITY LIMITS:

BODILY INJURY: \$5,000,000

PROPERTY DAMAGE: \$1,000,000

1.2 Exhibits: The exhibits listed below in this section are incorporated in this Lease by reference and are to be construed as a part of this Lease:

| | |
|-----------|--|
| EXHIBIT A | Description of Premises and/or Plan showing the Premises, including appurtenances thereto, if any. |
|-----------|--|

Table of Articles and Sections

ARTICLE I – Reference Data

- 1.1 Subjects Referred To.....
- 1.2 Exhibits.....
- 1.3 Table of Articles and Sections.....

ARTICLE II – Premises and Term

- 2.1 Premises.....
- 2.2 Term.....

ARTICLE III – Conditions of Premises

- 3.1 Tenant's Acceptance of Premises.....

ARTICLE IV – Rent

- 4.1 The Fixed Rent.....
- 4.2 Additional Rent.....
 - 4.2.1 Real Estate Taxes.....

D

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

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

FORM MUST BE TYPED

ARTICLE I

The exact name of the corporation is:
Wellesley Car Company, Inc.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. Chapter 156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

The general character of the business of the corporation is to own and operate an automotive dealership, and to conduct any other lawful business related thereto or useful in connection therewith, or to engage in any lawful business, trade, purpose or activity permitted under G.L. Chapter 156D.

ARTICLE III

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

| WITHOUT PAR VALUE | | WITH PAR VALUE | | |
|-------------------|------------------|----------------|------------------|-----------|
| TYPE | NUMBER OF SHARES | TYPE | NUMBER OF SHARES | PAR VALUE |
| Common | 1,000 | | | |
| | | | | |
| | | | | |

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

ARTICLE IV

Prior to the issuance of shares of any class or series, the articles of organization must set forth the preferences, limitations and relative rights of that class or series. The articles may also limit the type or specify the minimum amount of consideration for which shares of any class or series may be issued. Please set forth the preferences, limitations and relative rights of each class or series and, if desired, the required type and minimum amount of consideration to be received.

ARTICLE V

The restrictions, if any, imposed by the articles of organization upon the transfer of shares of any class or series of stock are:

ARTICLE VI

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

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

ARTICLE VII

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

ARTICLE VIII

The information contained in this article is not a permanent part of the articles of organization.

- a. The street address of the initial registered office of the corporation in the commonwealth:
c/o Davis, Malm & D'Agostine, P.C., One Boston Place, 37th Floor, Boston, MA 02108
- b. The name of its initial registered agent at its registered office:
C. Michael Malm
- c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

| | | |
|-----------------|-----------------|--|
| President: | James P. Carney | c/o Bernardi Automotive Group, 1626 Worcester Road, Framingham, MA 01702 |
| Vice President: | Amy D. Rossi | c/o Bernardi Automotive Group, 1626 Worcester Road, Framingham, MA 01702 |
| Treasurer: | James P. Carney | c/o Bernardi Automotive Group, 1626 Worcester Road, Framingham, MA 01702 |
| Secretary: | C. Michael Malm | c/o Davis, Malm & D'Agostine, P.C., One Boston Place, 37th Floor, Boston, MA 02108 |
| Director(s): | James P. Carney | c/o Bernardi Automotive Group, 1626 Worcester Road, Framingham, MA 01702 |

- d. The fiscal year end of the corporation:
December
- e. A brief description of the type of business in which the corporation intends to engage:
Automotive dealership
- f. The street address of the principal office of the corporation:
c/o Bernardi Automotive Group, 1626 Worcester Road, Framingham, MA 01702
- g. The street address where the records of the corporation required to be kept in the commonwealth are located is:

c/o Bernardi Automotive Group, 1626 Worcester Road, Framingham, MA 01702, which is
(number, street, city or town, state, zip code)

- ☒ its principal office;
☐ an office of its transfer agent;
☐ an office of its secretary/assistant secretary;
☐ its registered office.

Signed this 25th day of April, 2013 by the incorporator(s):

Signature: C. Michael Malm

Name: C. Michael Malm

Address: c/o Davis, Malm & D'Agostine, P.C., One Boston Place, 37th Floor, Boston, MA 02108

COMMONWEALTH OF MASSACHUSETTS

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

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

I hereby certify that upon examination of these articles of organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$_____ having been paid, said articles are deemed to have been filed with me this _____ day of _____, 20_____, at _____ a.m./p.m.
time

Effective date: _____
(must be within 90 days of date submitted)

WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

Examiner

Filing fee: \$275 for up to 275,000 shares plus \$100 for each additional 100,000 shares or any fraction thereof.

Name approval

TO BE FILLED IN BY CORPORATION
Contact Information:

C

Amy L. Fracassini

M

Davis, Malm & D'Agostine, P.C.

One Boston Place, Boston, MA 02108

Telephone: 617-367-2500

Email: afracassini@davismalm.com

Upon filing, a copy of this filing will be available at www.sec.state.ma.us/cor.
If the document is rejected, a copy of the rejection sheet and rejected document will be available in the rejected queue.

Retailer 3663
Volvo of Wellesley
June 3, 2013

Volvo Cars of North America, LLC

**AUTHORIZED
RETAILER AGREEMENT**

VOLVO

TABLE OF CONTENTS

I. BUSINESS RELATIONSHIP

The Partners agree that a climate of mutual trust, respect, and shared information is fundamental to the joint pursuit of a shared vision, which is the foundation of this Agreement.

| | |
|--|----|
| 1. TERM OF AGREEMENT | 3 |
| 2. OWNERSHIP | 3 |
| 3. MANAGEMENT | 4 |
| 4. CHANGES IN OWNERSHIP OR MANAGEMENT | 4 |
| 5. LOCATION | 5 |
| 6. FACILITIES | 5 |
| 7. CAPITALIZATION OF RETAILER | 6 |
| 8. DISPOSITION OF BUSINESS BY RETAILER | 6 |
| 9. SUCCESSION OF OWNERSHIP OR MANAGEMENT | 8 |
| 10. TERMINATION | 9 |
| 11. DISPUTE RESOLUTION | 13 |

II. VOLVO CUSTOMER OWNERSHIP EXPERIENCE

The Partners agree that the highest priority to Retailer and Company is providing a superior ownership experience for Volvo Customers. This will be achieved by providing unique customer value, and by treating Volvo customers and prospective Volvo customers with honesty and respect.

| | |
|---|----|
| 12. RETAILER BUSINESS PLAN | 14 |
| 13. REVIEW AND UPDATE OF BUSINESS PLAN | 14 |
| 14. VEHICLE SALES OR SERVICE IMPROVEMENT PLAN | 14 |
| 15. PRODUCT AVAILABILITY | 15 |
| 16. PURCHASE AND DELIVERY | 15 |
| 17. PAYMENTS BY RETAILER | 16 |
| 18. INVENTORY OF COMPANY VEHICLES | 16 |
| 19. DEMONSTRATORS | 17 |
| 20. BUSINESS HOURS | 17 |
| 21. PARTS AND ACCESSORIES | 17 |
| 22. WARRANTIES ON COMPANY PRODUCTS | 17 |
| 23. PRE-DELIVERY SERVICE | 18 |
| 24. REPAIR AND MAINTENANCE | 18 |
| 25. TRAINING | 18 |

III. OPERATING PROVISIONS

The Partners agree that the success of Volvo, its name, trademarks and reputation is their joint responsibility.

| | |
|--|----|
| 26. USE OF THE VOLVO TRADEMARK | 18 |
| 27. DISCONTINUANCE OF THE RIGHT TO USE TRADEMARK | 19 |
| 28. LINES OF CREDIT | 20 |
| 29. ACCOUNTING AND RECORD KEEPING | 20 |
| 30. RETAILER INFORMATION SYSTEMS | 20 |
| 31. CHANGES IN PRICES | 20 |
| 32. EXPORT OF COMPANY VEHICLES | 20 |
| 33. FACTORY SUGGESTED PRICE LABELS | 20 |
| 34. INDEMNIFICATION | 21 |
| 35. COMPLIANCE WITH LEGAL REQUIREMENTS | 21 |
| 36. COMPLIANCE WITH CONSUMER PROTECTION LAWS AND REGULATIONS | 22 |
| 37. TRADE PRACTICES | 22 |
| 38. REPURCHASE OF COMPANY PRODUCTS BY THE COMPANY | 22 |

II. MISCELLANEOUS PROVISIONS

| | |
|--|----|
| 39. LICENSING REQUIREMENTS | 23 |
| 40. INSURANCE | 23 |
| 41. TAXES | 23 |
| 42. WAIVER | 23 |
| 43. AGENCY | 23 |
| 44. SUBRETAILERS | 24 |
| 45. ASSIGNMENT OF RIGHTS OR DELEGATION OF DUTIES | 24 |
| 46. NOTICE AND SERVICE OF NOTICE | 24 |
| 47. APPLICABLE LAW AND SEVERABILITY | 24 |
| 48. FINANCIAL INFORMATION | 24 |
| 49. ENTIRE AGREEMENT | 24 |
| 50. NO FRANCHISE FEE OR ADDITIONAL PAYMENTS | 24 |
| 51. CAPTIONS | 25 |
| 52. TIME OF THE ESSENCE | 25 |
| 53. DATE OF PERFORMANCE | 25 |
| 54. RULES OF CONSTRUCTION | 25 |

V. DEFINITIONS

| | |
|-----------------------|----|
| 55. DEFINITIONS | 25 |
|-----------------------|----|

AUTHORIZED RETAILER AGREEMENT

This Authorized Retailer Agreement ("Agreement") is entered into this 3rd day of **June 2013**, by and between Volvo Cars of North America, LLC, a Delaware corporation with its principal place of business at 1 Volvo Drive, Rockleigh, NJ 07647, ("the Company") and **Wellesley Car Company, Inc. d/b/a Volvo of Wellesley** ("Retailer"), having its address at **962 Worcester Street, Wellesley, MA 02482**.

This Agreement delineates the rights and responsibilities of the Company and Retailer, who each believe that the goals described in the Preamble to this Agreement can be achieved while providing the Company and Retailer with reasonable profits, and providing Volvo Customers with a superior ownership experience.

NOW, THEREFORE, in consideration of the mutual promises and other good and valuable consideration referenced herein, the sufficiency of which is hereby acknowledged, it is mutually agreed by the parties as follows:

PREAMBLE

A. MISSION

This mission of Volvo Cars of North America, LLC, and its Retailer partners is to maximize the potential of Volvo products, by identifying and fulfilling clearly defined customer needs and demands.

This will be achieved by:

- Providing an ownership experience regarded as superior in the industry.
- Developing and maintaining financially strong and professional Retailers that are either exclusive, or have Volvo products as their primary business
- Developing a superior organization where employees strive for excellence based on individual motivation, and TQM oriented leadership; and
- Exploiting Volvo virtues created by leadership in the areas of quality, safety and environmental care.

*VCNA MISSION STATEMENT
January, 1995*

B. VISION

This Agreement is the very foundation of the partnership between Volvo Cars of North America, LLC and its Retailers. It has been carefully and diligently constructed by a team of equals, representing both Partners in the spirit of fairness and cooperation.

It is upon this foundation we will strive to build a preeminent organization dedicated to fulfilling our joint vision:

A Seamless manufacturer/retailer commercial entity created and maintained by:

- Sharing in risks and rewards
- Building of financial strength
- Common "Ownership" of the Volvo Brand
- Maximizing the potential of Volvo products and delivering a superior ownership experience.

Consistent with our vision, we mutually agree to conduct our respective businesses with the highest level of integrity, thereby creating a strong perception of seamlessness in the eyes of our customers.

C. PRINCIPLES OF OUR RELATIONSHIP

Both Partners have the right to expect from each other the mutual commitment to and belief in the following principles:

- That the pursuit of the Mission Statement and the Vision is a joint responsibility.
- That the overall direction of the development of the name, trademarks and reputation of "Volvo" is a joint responsibility.
- That rewards be shared in relation to risks assumed.
- That the Volvo brand be further protected and developed.

- That people are important
- That unique customer-value be provided
- That disputes be resolved in a fair and equitable manner
- That information be shared timely and accurately
- That honesty and integrity are fundamental to our conduct of business
- That the commitment to and fulfillment of these principles is the foundation upon which the right to represent Volvo is awarded.

D. RETAILER PARTICIPATION

The strength of this Agreement is the mutuality principle. It has been deliberately constructed to protect the interests of both Partners equally, for it is our mutual interests which make us strong.

The Company and Retailer agree that their interests must be aligned to attain these goals and achieve long term success in the automotive market. These interests include, without limitation, the profitable marketing, promoting, selling and servicing of Company Products while building surer levels of customer loyalty and satisfaction with the Company and Retailer.

In consideration of Retailers' commitments, and to ensure a mutually satisfactory relationship between Company and its Retailers, the Company has established mechanisms for Retailer participation in the decision-making process on matters significantly affecting Retailer's business. Retailer involvement is provided through six principal mechanisms: The Executive Committee, Regional Operating Teams, Retailer Action Teams, Performance Enhancement Teams, the Market Representation Panel, and the Mediation Panel.

A. EXECUTIVE COMMITTEE

Guided by the Mission Statement, Vision, and the Principles, the Executive Committee is a Volvo policy team whose primary focus is the future value of our business.

Four Retailers participate along with Company executives from various disciplines. Retailer participants must have previously served as members of a Regional Operating Team, are selected by the Executive Committee, and serve for staggered two-year terms.

B. REGIONAL OPERATING TEAMS

The Regional Operating Teams are comprised of an equal number of Retailers and Company representatives. Regional Operating Teams deal with regional and local business issues in areas such as advertising and market support.

C. RETAILER ACTION TEAMS

The Executive Committee may establish Retailer Action Teams as necessary, to review certain specific business issues. The Executive Committee will determine the membership of each Retailer Action Team and the scope of its assignment.

D. PERFORMANCE ENHANCEMENT TEAMS

Performance Enhancement Teams are comprised of 8-14 Retailer and two Company representatives. These Retailer-managed teams focus on best practices sharing and team problem solving.

E. MARKET REPRESENTATION PANEL

The Market Representation Panel, consisting of three Retailers (one of whom is from the Executive Committee), and three Company representatives (of which one is from the Executive Committee) review and revise the criteria used by the Company for awarding the Retailer Agreement.

F. MEDIATION PANEL

The Mediation Panel is designed to help resolve certain disputes which may arise between a Retailer and the Company, and is comprised of two Retailers, two Company representatives, and one member chosen by the Mediation Panel.

Each of the above committees, teams, and panels represent each Partner's belief in the mutuality principle and commitment to the future of the Volvo brand.

I. BUSINESS RELATIONSHIP

The Partners agree that a climate of mutual trust, respect, and shared information is fundamental to the joint pursuit of a shared vision, which is the foundation of this Agreement.

1. TERM OF AGREEMENT

This Agreement is for a five-year term, beginning on the date it is signed by a Company Officer, unless the parties mutually terminate in writing, or it is terminated as otherwise provided herein.

If Retailer is not in material breach of this Agreement when it expires, the Company will, either offer Retailer the then current Authorized Retailer Agreement, or renew or extend this Agreement. The Company agrees to notify Retailer in writing, no later than one (1) year prior to the end of the term of this agreement, in the event that the Company does not intend to renew or extend this Agreement, or offer Retailer the then current Authorized Retailer Agreement.

The term of this Agreement may be extended only by written agreement between the parties, signed by an Officer of the Company. If the parties continue their business relationship after this Agreement expires, the relationship will be on a month-to-month basis only, and all other terms of this Agreement will be applicable.

2. OWNERSHIP

A. Principal Owners

This Agreement is in the nature of a personal services contract between the Company and Retailer. The Company enters into this Agreement in express reliance on, and in consideration of, the expertise, reputation, character, integrity, ability, representations and professional and personal qualifications of the Principal Owner(s) listed below.

In addition, the Company relies upon the fact that at all times during this Agreement's term, the individuals identified below will remain the Principal Owner(s) of Retailer, and that each is committed to achieving the goals described in the Preamble to this Agreement, and understands and agrees to abide by the terms and conditions of this Agreement:

Ownership Structure:

| | | |
|------------------------|---|-------------|
| James P. Carney | 26 Lynbrook Road, Southborough, MA 01772 | 100% |
|------------------------|---|-------------|

Signer of Authorized Retailer Agreement:

| | |
|------------------------|-------------------------------------|
| James P. Carney | President/Retailer Principal |
|------------------------|-------------------------------------|

Retailer represents and agrees that the person(s) named as Principal Owners(s) above, and only those person(s), will exercise the ownership, control and/or management of Retailer and that any change in ownership, control or management shall be made only in accordance with, and subject to, the terms and conditions of this Agreement.

B. Investors

The following persons(s), ("Investor(s)"), also has an ownership interest in Retailer:

N/A

Retailer represents and agrees that the person(s) named as investors above will not exercise control and/or management of Retailer's operations.

3. MANAGEMENT

The Company and Retailer agree that Retailer's success under this Agreement depends upon dedicated, full time, professional, qualified, on-site management. The Company and Retailer agree that if no Principal Owners identified in Section 2A, either: (i) maintains his or her principal place of business at the Retailer Facility; or (ii) is involved in Retailer Operations on a full time, on-site, day-to-day basis, except in those circumstances when Owner operates more than one Retail Facility in the same Area of Responsibility or Market Area, that full managerial authority shall be granted to the person named below (the "General Manager"), and that this General Manager shall devote his or her personal services on a full time, on-site, day-to-day basis to Retailer's management and operation. The Company enters into this Agreement in reliance on, and in consideration of, Retailer's representation that: (i) the General Manager will possess the expertise, reputation, character, integrity, ability, and professional and personal qualifications to achieve the goals and objectives of this Agreement; (ii) he or she is committed to achieving the goals described in the Preamble to this Agreement; and (iii) her or she understands and agrees to abide by the terms and conditions of this Agreement.

Retailer agrees that the General Manager identified in this Section 3 shall have an ownership interest in Retailer of at least twenty percent (20%).

N/A

4. CHANGES IN OWNERSHIP OR MANAGEMENT

Because this Agreement is in the nature of a personal services contract, and the Company has entered into this Agreement in reliance on, and in consideration of, the expertise, reputation, character, integrity, ability, representations and professional and personal qualification of the Principal Owners, Investors and the General Manager identified in Sections 2 and 3 above, if Retailer desires to make any change in: (i) Retailer's ownership, including, but not limited to, any attempt to conduct a public offering of any of Retailer's shares, regardless of the number or percentage of shares; or (ii) the relative shares among the Principal owners or other investors referenced in 2B, Retailer agrees to obtain the Company's written approval, which shall not be unreasonably withheld. The Company recognizes that Retailer may wish to make a public offering of Retailer's shares, and that such a proposed offering of Retailer's shares shall not constitute the sole grounds upon which Company may reasonably withhold approval under this Section.

Retailer agrees that the Company's knowledge of any change in ownership interest or management of Retailer will not be a waiver of the Company's rights and/or Retailer's obligations under this Section unless the Company has approved the change in writing.

5. LOCATION

In consideration of the Company entering into this Agreement, Retailer agrees to at all times establish and maintain Retailer Facilities and Operations in accordance with Company Policies, at only the following location(s):

| | Location 1 | Location 2 | Location 3 |
|---|---|------------|------------|
| A. New Car Sales and Showroom | 962 Worcester Street Wellesley, MA 02482 | | |
| B. Service, Parts & Accessories | 962 Worcester Street Wellesley, MA 02482 | | |
| C. Volvo Certified Pre-owned Vehicles Display | 962 Worcester Street Wellesley, MA 02482 | | |
| D. Administrative Support Activities | 962 Worcester Street Wellesley, MA 02482 | | |

6. FACILITIES

Retailer and the Company agree that appropriate Retailer Facilities are necessary to achieve the goals described in the Preamble to this Agreement and to provide Volvo Customers with a superior ownership experience. Retailer agrees to operate its Retailer Facilities in accordance with this Agreement and the then current Retailer Facilities Guide. If Retailer operates multiple sales and/or service facilities, the terms of this Agreement will apply to all Retailer Facilities.

A. Location.

Retailer will provide Retailer Facilities that: (i) will enable Retailer to perform its responsibilities under this Agreement; (ii) are satisfactory in space, appearance, layout, equipment, and signage; and (iii) are in accordance with the then current Retailer Facilities Guide. Retailer will conduct its Retailer Operations only from the location(s) identified in Section 5.

B. Changes and Additions.

Retailer will not move, relocate, or substantially change the usage of Retailer Facilities, nor will Retailer, Principal Owner, Investor, or General Manager directly or indirectly establish or operate any other locations or facilities for any of the Retailer Operations (or similar operations) contemplated by this Agreement without the Company's prior written consent, which will not be unreasonably withheld. Retailer agrees that all new Retailer Facilities shall conform to architecture, design and style described in the then current Retailer Facilities Guide.

The Company and Retailer agree that any changes in Retailer Facilities will be reflected in a written addendum to this Agreement. Retailer will promptly correct any deficiencies in Retailer's performance of its responsibilities under this Section 6.

Retailer acknowledges that the addition and maintenance of another line of vehicles or another automobile dealer-ship operating simultaneously with its Retailer Operations at Retailer Facilities could adversely affect Retailer's sales and service performance with respect to Company Products. Accordingly, Retailer agrees to: (i) notify the Company in writing within ten (10) days of its execution of an agreement or letter of intent to add a new line of vehicles to be sold or serviced at Retailer Facilities; and (ii) obtain the Company's written approval which will not be unreasonably withheld.

C. Development of Market Studies.

The Company may, from time to time, conduct studies of various geographic areas to evaluate market conditions.

These market studies may, where appropriate, evaluate factors including geographical characteristics, consumer shopping patterns, existence of competitive automobile dealerships, sales opportunities and service requirements of the geographic area in which Retailer's Area of Responsibility or Market Area is located, trends in marketing conditions, current and prospective trends in population, income, occupation, and other demographic characteristics which the Company may determine to be relevant. Based upon such studies, the Company will make recommendations concerning the market and Retailer Facilities. The Company will give Retailer prior notice of its intention to conduct a study which includes the geographic area in which Retailer's Area of Responsibility or Market Area is located. Within 30 days of notice, Retailer should provide the Company with all information Retailer believes relevant to the market study.

D. Evaluation of Retailer Facilities and Location.

The Company will periodically evaluate Retailer's performance of its responsibilities under this Section 6. In making evaluations, the Company will consider: (i) the land and building space Retailer actually dedicates to its performance under this Agreement; (ii) the then current Retailer Facilities Guide; (iii) the appearance, condition and layout of Retailer Facilities; (iv) the ability of Retailer Facilities to satisfy the sales opportunities and service requirements of the Area of Responsibility or Market Area; and (v) other factors that may directly relate to Retailer's performance of its responsibilities under this Agreement. Evaluations prepared pursuant to this Section 6 will be discussed with and provided to Retailer, and Retailer may comment in writing within thirty (30) days of its receipt of an evaluation.

7. CAPITALIZATION OF RETAILER

Retailer agrees that its ability to market, promote, sell and service Company Vehicles and provide Volvo customers with a superior ownership experience is dependent in part upon Retailer maintaining adequate working capital to meet its obligations under its Business Plan. The Company will provide Retailer with a Working Capital Guide to assist Retailer in determining its working capital requirements. Retailer agrees that the Company may, upon prior written notice, reasonably modify the Working Capital Guide.

8. DISPOSITION OF BUSINESS BY RETAILER

Retailer and the Company agree that to achieve the goals described in the Preamble to this Agreement, each Authorized Retailer shall be owned and operated by parties committed to achieving these same goals.

Retailer agrees that this Agreement is in the nature of a personal services contract. While the Company acknowledges that Retailer has the right to sell or otherwise transfer the stock and/or assets of the dealership, Retailer acknowledges and agrees that this right is subject to this Section 8.

A. General.

The Company recognizes Retailer's opportunity to sell or otherwise dispose of all or substantially all of Retailer's assets (including goodwill) related to Retailer's obligations or performance under this Agreement at any time and on such terms and conditions as Retailer may decide to accept. Any transfer or sale of any stock of Retailer, or a transfer and/or sale of a majority of the assets of Retailer to any person or entity will be subject to the prior written approval of the Company. Retailer agrees to provide the Company with all documents reasonably necessary for the Company's evaluation of any transfer of Retailer's stock or assets. Retailer also agrees that the time period for the Company's review and evaluation of any transfer of stock or assets shall not begin until all necessary documents have been submitted to the Company. Subject to the Company's rights in Section 8B below, the Company will not unreasonably withhold consent to enter into a new agreement with a buyer on terms substantially the same as the provisions of this Agreement, or the then current Authorized Retailer Agreement. Retailer agrees that if, in the Company's business judgment, a sale may adversely affect the Company's ability to achieve its goals described in the Preamble to this Agreement, or the ability of the proposed retailer to meet the obligations under the then current Authorized Retailer Agreement, the Company may reasonably withhold approval.

B. Right of First Refusal.

(i) Request to Transfer.

If Retailer submits a written request to transfer stock and/or assets in Retailer as described in this Section 8; the Company shall have the right of first refusal or option to purchase Retailer's stock and/or assets. The Company must notify Retailer of its election to exercise such right within thirty (30) days after receiving Retailer's complete written proposal. If the Company exercises its right of first refusal, this shall supersede any other right that Retailer may have to transfer or otherwise dispose of its stock or assets. The Company may assign its right or option to a third party.

(ii) Bona Fide Agreement.

If Retailer enters into a bona fide written agreement for the sale of its stock and/or assets, the Company's right under this Section 8 shall be a right of first refusal, enabling the Company to assume the buyer's rights and obligations under such agreement and cancel this Agreement and all rights granted Retailer. Upon the Company's request, Retailer agrees to provide all documents relating to the proposed transfer, including, without limitation, those reflecting any other agreements or understandings between the parties to the transfer agreement.

(iii) Non Bona Fide Agreement.

If Retailer fails to provide documentation as required in Section 8B (ii), or states in writing that the requested documents do not exist, the Company will conclusively presume that the agreement is not bona fide. If the Company determines that the agreement is not bona fide, the Company will have the option to purchase Retailer's stock and/or assets utilized in Retailer's Operations. The Company may also, but shall not be required to, purchase any of Retailer's real property or leasehold interest related to Retailer's Facilities.

(iv) Purchase Price.

If Retailer enters into a bona fide written agreement, the Company and Retailer agree that the purchase price and other terms of sale under the right of first refusal will be those described in such agreement and any related documents, unless Retailer and the Company agree to other terms. In the absence of a bona fide written agreement, the purchase price of Retailer's stock and/or assets, excluding new and undamaged parts and accessories, and other essential terms, will be determined by good faith negotiation between the parties. If an agreement cannot be reached, the purchase price and any other essential terms not agreed upon will be determined through binding arbitration conducted by the American Arbitration Association.

Each party agrees to pay its own attorneys' fees associated with this arbitration. If the sale involves the sale of real property, Retailer agrees to transfer the real property by warranty deed, in recordable form, conveying marketable title free and clear to the Company. If the sale involves the sale, transfer, or assignment of a leasehold interest, Retailer agrees to sell, transfer, or assign such interest in a method typically undertaken in similar commercial transactions.

(v) Assignments.

If the Company elects to exercise its rights under this Section 8, Retailer shall transfer or assign to the Company all licenses, authorizations, permits, and other documents typically required in similar commercial transactions, and shall grant all other necessary approvals to conduct Retailer Operations in a manner similar to that immediately prior to the sale.

(vi) Successors and Assigns

The Company's rights under this Agreement shall be binding on and enforceable against any assignee or successor in interest of Retailer or any purchaser of Retailer's stock and/or assets, unless the Company has previously approved the successor under Section 9A.

C. Outstanding Obligations.

Retailer agrees that all outstanding monetary obligations to the Company shall be paid prior to, or at the time of, transfer.

9. SUCCESSION OF OWNERSHIP OR MANAGEMENT

A. Successor Addendum.

Retailer may apply for a successor addendum designating proposed principal owners and/or owners of a successor retailer to be established if this Agreement expires because of the Principal Owner(s) death or incapacity. The Company may execute the successor addendum if the proposed successor completes, to the Company's satisfaction, the then current selection process to become an Authorized Retailer used by the Company.

B. Rights of Heirs.

If a Principal Owner(s) or General Manager (with an ownership interest) dies and his or her interest in Retailer's Operations passes directly to any heir who wishes to succeed to such party's interest, the Principal Owner's or General Manager's legal representative must notify the Company within thirty (30) days of the Principal Owner's or General Manager's death of such heir's or heirs' intent to succeed the Principal Owner's or General Manager's interest. If a Principal Owner(s) or General Manager becomes incapacitated, then the Principal Owner's or General Manager's legal representative must notify the Company within thirty (30) days of the determination of such incapacity and provide the Company with plans, if any, for a successor. The effect of notice of death or incapacity from either the Principal Owner's or General Manager's legal representative will be to suspend any notice of termination provided for a Section 10A (iv).

C. Rights of Remaining Owners and Investors.

If this Agreement would otherwise terminate because of a Principal Owner's death or incapacity, and Retailer and the Company have not executed a successor addendum, the remaining Principal Owners or Investors, if any, may propose a successor to continue the operations identified in this Agreement. The proposal must be made in writing to the Company at least thirty (30) days prior to the termination of this Agreement.

The proposal will be accepted if: (i) it meets the requirements of Section 2 with regard to ownership; (ii) the proposed successor successfully completes the Authorized Retailer Selection process; (iii) any proposed owner(s) satisfies applicable Authorized Retailer selection criteria; (iv) the proposed successor retailer and/or the

proposed general manager are ready, willing and able to comply with the requirements of the then current Authorized Retailer Agreement, and agree to implement the Business Plan; and (v) all of the former Retailer's outstanding monetary obligations to the Company have been satisfied.

D. Limitation on Offers.

The Company will notify the individual or entity making a proposal under Sections 9A,B, or C in writing of the decision on a proposal under this Section 9 within sixty (60) days after; (i) Retailer has submitted all applications and information that the Company reasonably requested, and (ii) the proposed retailer has successfully completed the selection process to become an Authorized Retailer. The Company's offer to enter into the then current authorized Retailer agreement under this Section 9 will automatically expire if not accepted by the proposed successor retailer within sixty (60) days after it receives the offer.

E. New Successor Addendum.

Retailer may cancel an executed successor addendum in writing at any time prior to the death or incapacity of a Principal Owner. The Company may cancel an executed successor addendum only if the proposed Principal Owner(s) no longer meets the selection criteria to become an Authorized Retailer. The parties may execute a superseding successor addendum by agreement.

10. TERMINATION

A. Immediate Termination.

This Agreement will continue in force, and will govern all transactions between the Company and Retailer until terminated in accordance with this Section 10. Any termination of this Agreement shall apply to all Retailer Facilities. The Company and Retailer may also terminate this Agreement by mutual written agreement at any time.

Retailer may terminate this Agreement at any time, with or without reason, by giving the Company sixty (60) days prior written notice. The Company may terminate this Agreement upon written notice to Retailer if the distribution agreement between the Company and Manufacturer is terminated.

Retailer and the Company agree that certain conduct which is within Retailer's control is so contrary to achieving the goals described in the Preamble to this Agreement, and to the spirit, purpose and objectives of the Agreement, that any of the following conduct will constitute a material breach of this Agreement and justify its immediate termination, upon written notice:

- (i) Change in the control, ownership or management of Retailer as described in Section 4 of this Agreement including, without limitation, an attempted public offering of ownership in Retailer, without the Company's prior written approval; or
- (ii) Sale, transfer, or assignment by Retailer of this Agreement, or any of the rights granted to it under this Agreement, or any transfer, assignment or delegation by Retailer of any of the responsibilities assigned to Retailer under this Agreement, without the Company's prior written approval; or
- (iii) Sale, transfer, or assignment by Retailer of the stock or substantially all of the assets used by Retailer in its Volvo operations, without the Company's prior written approval; or
- (iv) Subject to the provisions in Section 9, death or mental incapacity of Retailer (if Retailer is an individual) or any person identified in Section 2 of this Agreement; or
- (v) Misrepresentation by Retailer concerning Retailer's ownership or management, or any material misrepresentation in the application for this Agreement, or at any time thereafter; or

- (vi) Undertaking by Retailer or any of its owners to conduct either directly or indirectly, any of Retailer's Operations at locations other than those designated in this Agreement, without the Company's prior written approval; or
- (vii) Willful misrepresentation by Retailer, or any of its agents or employees, in any claim or application for reimbursement by, or payment from the Company, including, without limitation, warranty claims, goodwill payments, incentives, work performed pursuant to a recall, pre-delivery inspection, or for any other refund, credit, incentive, allowance, discount, reimbursement or payment applied for or received under any Company program; or
- (viii) Knowing acceptance by Retailer of any payment for any work not performed or contracted for by Retailer in accordance with this Agreement, or any applicable warranty or other Company Policies, service bulletin, procedures or programs the Company may issue; or
- (ix) Filing by Retailer of a voluntary petition in bankruptcy, or the filing of a petition to have Retailer declared bankrupt, providing the petition is not vacated within thirty (30) days; or any adjudication of Retailer as bankrupt pursuant to an involuntary petition; or any appointment by a court of a temporary or permanent receiver, trustee, or custodian for Retailer, Retailer's assets or Retailer's business who shall not be discharged within thirty (30) days; or execution of any assignment for the benefit of creditors provided any process of law by which a third party acquires rights in or to the ownership or operation of any Retailer Facility provided that the levy is not vacated within thirty (30) days; or if Retailer is unable to meet maturing debts on terms agreeable to its creditors; or any dissolution of Retailer; or
- (x) Use by Retailer of any unfair, misleading, deceptive or fraudulent advertising or business practice in the marketing, sale or servicing of any Company Product or in any program offered by Company; or
- (xi) Conviction of or entry of a judgment in a court of competent jurisdiction against a Retailer or any person named in Sections 2 or 3, of a felony, or any unfair, misleading, deceptive or fraudulent business practice; or
- (xii) Failure of Retailer to conduct its sales, service and parts operations during the customary business hours of the trade in Retailer's Area of Responsibility or Market Area for five (5) consecutive business days, unless any failure is caused by contingencies beyond Retailer's reasonable control, including strikes, civil war, riots, fires, floods, earthquakes, or other acts of God, provided that Retailer immediately resumes its customary operation after the cause of the closure or cessation of operation is removed; or
- (xiii) Refusal or inability by Retailer to pay any amount Retailer owes to the Company within thirty (30) days after the Company demands payment from Retailer; or
- (xiv) Failure by Retailer to comply with Section 35 of this Agreement; or
- (xv) Agreement, combination, understanding or contract by Retailer, whether oral or written, with any other corporation, person, firm or other legal entity for the purpose of unlawfully fixing prices of Company products, or otherwise violating any law; or
- (xvi) Failure by Retailer to procure and maintain any license or other governmental authorization necessary to operate as a Volvo Retailer; or
- (xvii) Importation, distribution or sale of Company products which are not originally manufactured designed or intended for use in the United States, without the Company's prior written approval.

B. Sixty Day Cure Period Prior to Termination.

The Company may also terminate this Agreement upon no less than thirty (30) days prior written notice if Retailer fails to cure within sixty (60) days, to the Company's satisfaction, any other material default in its performance under this Agreement. These material defaults include, without limitation, the following:

- (i) Any dispute, disagreement, or controversy between or among persons identified in Section 2 of this Agreement which, in the Company's reasonable opinion, adversely affects the ownership, operations, management, or business of Retailer or Company; or
- (ii) Retention by Retailer of any General Manager, who in the Company's reasonable opinion is not competent, or no longer possesses the requisite qualifications for the position, or who has acted in a manner contrary to the continued best interests of the Company or Retailer; or
- (iii) Any material modification or change in the use of Retailer's Facilities, including, without limitation, the addition or maintenance of another line of vehicles at Retailer's Facilities without the Company's prior written approval; or
- (iv) Failure by Retailer to improve, alter, or modify its Retailer Facility to meet the requirements in the Company Facilities Guide or other Company Policies, or which Retailer had agreed or represented to the Company that Retailer would make or do; or
- (v) Failure by Retailer to maintain and employ in Retailer's business and operations under this Agreement sufficient net working capital and net worth to enable Retailer to satisfy Retailer's responsibility under this Agreement; or
- (vi) Failure by Retailer to update its Business Plan in accordance with Section 13.
- (vii) Failure by Retailer to maintain adequate flooring lines of credit for Company Vehicles; or
- (viii) Failure by Retailer to maintain an inventory of new Company Vehicles of the latest model in accordance with the objectives agreed to by Retailer and the Company; or
- (ix) Failure by Retailer to keep available at all times, in excellent condition for demonstration purposes, a representative number and mix of the latest models equipped with the latest accessories offered by the Company; or
- (x) Failure by Retailer to, at all times, keep in Retailer's Facility (ies), an inventory of Genuine Volvo Parts and Accessories in quantities that the Company reasonably determines are necessary to meet the current and reasonably anticipated service requirements of Volvo Customers; or
- (xi) Failure by Retailer to keep records of its business relating to Company Products, or any failure, after reasonable notice to Retailer, to submit Retailer's accounts and records relating to the sale and servicing of Company Products, or allow the Company to inspect its accounts and records; or
- (xii) Failure by Retailer to furnish the Company, within reasonable time limits specified by the Company, and on forms prescribed by or acceptable to the Company, statements of Retailer's financial condition and operating results; or
- (xiii) Failure by Retailer to furnish the Company on such forms and at such times as the Company may reasonably require, reports of Retailer's sales and inventory of Company Products and used automobiles; or
- (xiv) Failure by Retailer to maintain warranty records in accordance with the Company Policies; or
- (xv) Negligent or willful conduct by Retailer that the Company determines, in a reasonable exercise of its discretion, to be harmful to the reputation of the Company, Company products, or Marks/Trademarks.

C. Failure to Meet Improvement Plan Objectives.

If Retailer fails to cure deficiencies identified in the improvement plans within the periods described in Section 14, the Company may terminate this Agreement upon thirty (30) days prior written notice to Retailer.

If Retailer refuses to enter into the applicable improvement plan, the Company may terminate this Agreement in accordance with Section 10A.

D. Applicable Notice Provision for Termination.

Retailer and the Company acknowledge that under certain state laws, the time period required for notice of termination may vary from those described herein. Retailer and the Company agree that statutory and regulatory time provisions, when greater than those provided above, shall control as applicable.

E. Failure to Terminate Shall Not Constitute a Waiver.

The Company may terminate this Agreement under any applicable provision which it elects, notwithstanding the existence of any other grounds for termination, or the failure to refer to such other grounds for termination. The Company's failure to specify additional ground(s) for termination in its notice shall not preclude the Company from later establishing, upon notice, that termination is also supported by such additional ground(s), without regard to when those additional grounds were discovered.

F. Procedure on Termination.

Termination of this Agreement shall end Retailer's status as an Authorized Retailer, but shall not affect any liability of either party to the other accruing prior to the date of termination, or arising out of this Agreement.

Upon termination, Retailer agrees to immediately: (i) discontinue the use of any trademarks or trade names made up in whole or in part of any trademark or tradename belonging to the Company or Manufacturer; (ii) remove all signs containing any such trademarks or trade names; and (iii) render unfit for the use originally intended (or to certify to the Company that Retailer will not use for the purpose originally intended) any stationery, printed mater, or advertising containing any such trademarks or trade names. In addition, Retailer will not represent or continue any practices which might make it appear that it is still an authorized Volvo retailer and will permanently discontinue any use of the word Volvo in Retailer's corporate title, firm name or tradename and will immediately take such steps as may be necessary or appropriate in the opinion of the Company to change such corporate title, firm name or tradename to eliminate the word Volvo, all without cost or expense to the Company.

Upon termination under Section 10A, all unfilled orders for Company Products will be deemed canceled. Upon termination under Section 10B, the Company will have the option to complete or cancel all unfilled orders for Company Products then pending and will have a similar right to complete or cancel any firm orders given after notice and before termination.

Upon termination of this Agreement, Retailer shall transfer to the Company: (i) all orders for sale by Retailer of Company products then pending with Retailer and all deposits obtained whether in cash or in kind; (ii) all of Retailer's warranty files regarding warranty claims on Company Products; (iii) all lists, files and service records of Volvo Customers; and (iv) all technical or service literature, advertising and other printed material relating to Company products, including, without limitation, sales instruction manuals, service manuals, and promotional materials. All warranty claims must be closed within thirty (30) days of such termination.

After termination, the Company's acceptance of orders from Retailer, Retailer's continuance of sale of Company Products, or the Company's referral of inquiries to Retailer or any business relations either party has with the other will not be construed either as a renewal of this Agreement or a waiver of the termination. If the Company accepts any orders from Retailer after termination, all such transactions will be governed by the terms of this Agreement applicable to such transactions, unless otherwise agreed in writing.

11. DISPUTE RESOLUTION

Retailer and the Company recognize that certain disputes may arise between them as to application and interpretation of this Agreement, the Company Policies, and the other controlling documents referenced in this Agreement. While understanding that certain federal and state courts and agencies may be available to resolve any disputes, Retailer and the Company agree that it is in their mutual best interest, consistent with achieving the goals described in the Preamble to this Agreement, and in the spirit of this Agreement, to attempt to resolve first through mediation, described below, all disputes arising from a notice of termination as described in Section 10. Each party agrees to pay its own attorneys' fees, costs and expenses associated with such mediation.

A. Non-Binding Mediation.

Prior to initiating any judicial, agency or other administrative proceeding, the Company and Retailer agree to mediate any dispute arising from a notice of termination as described in Section 10. Mediation shall be held at the Company regional office closest to Retailer, or at another mutually agreed upon location, and shall begin within ten (10) days after receipt of notice: (i) invoking this Section 11; and (ii) clearly specifying the nature of the dispute. Mediation shall not be binding unless first agreed to in writing by Retailer and the Company. Any mediation under this Section 11 shall be conducted before a Company/Retailer Mediation Panel (the "Mediation Panel") chosen by the Company and Retailer at least five (5) days before such mediation is scheduled to begin, and shall be governed by the Company's Mediation Guidelines.

B. Mediation Panel.

The Mediation Panel shall consist of: (i) two members of the Company management, including one from Retailer's region; (ii) two Retailer Mediators, one of which shall be from Retailer's Region, but not by an Authorized Retailer which has an Area of Responsibility in a Market Area contiguous to or in competition with Retailer; and (iii) one member chosen by the members identified in (i) and (ii). Within twenty (20) days of hearing the dispute, the Mediation Panel shall recommend, in writing, a solution to Retailer and the Company. The parties agree that a majority vote of the Mediation Panel shall be deemed to be the final decision of the Mediation Panel. Each party shall have five (5) days to accept or reject the Mediation Panel's solution, in its entirety.

C. No Waiver of Rights During Mediation.

The Company and Retailer agree that neither party shall waive any rights it may have under any federal or state law during the pendency of any mediation under this Section 11.

D. Tolling.

Each party agrees that mediation under this Section 11 will toll any applicable statute of limitations during the mediation and solution review periods referenced above. If Retailer is required under any applicable state law to file a letter of protest before the completion of any mediation contemplated hereby, nothing herein shall prohibit Retailer from filing such protest; however, Retailer must continue with the mediation procedures described in this Section 11.

E. Cost of Enforcement.

If the parties are unable to resolve disputes under this Section 11, and a party elects to initiate administrative proceedings or civil litigation arising from such disputes, the prevailing party shall, in addition to all other available remedies, be entitled to recover all of its reasonable attorneys' fees, court costs and expenses of litigation.

II. VOLVO CUSTOMER OWNERSHIP EXPERIENCE

The Partners agree that the highest priority for Retailer and Company is providing a superior ownership experience for Volvo Customers. This will be achieved by providing unique customer value, and by treating Volvo Customers, and prospective Volvo customers with honesty and integrity.

12. RETAILER BUSINESS PLAN

Before entering into this Agreement, Retailer has provided the Company with a Business Plan, signed by all Principal Owners listed in Section 2A of this Agreement, and the General Manager listed in Section 3 of this Agreement. The Business Plan addressed all areas of Retailer's business, including, without limitation:

- Retailer's strategy for providing a superior ownership experience for Volvo Customers;
- Retailer's strategy for developing Retailer's Area of Responsibility or Market Area;
- A detailed description of Retailer's sales objectives and its method of achieving its objectives;
- A detailed description of Retailer's service objectives and its method of achieving its objectives;
- A detailed description of Retailer's Facilities;
- A complete statement of Retailer's ownership and management structure;
- A complete statement of Retailer's financial structure, including capitalization and lines of credit;
- Retailer's strategy for staffing and personnel development;
- Retailer's strategy for advertising, merchandising, and community relations; and
- Retailer's strategy for other items as agreed to by Retailer and the Company.

Retailer further agrees to develop its Area of Responsibility or Market Area according to its Business Plan, and to fulfil its commitments as described in the Business Plan.

13. REVIEW AND UPDATE OF BUSINESS PLAN

Retailer's performance under this Agreement is essential to the effective representation of the Company in the marketing, promotion, sale and service of Company Products and the reputation and goodwill of other Volvo retailers. Retailer agrees to update and submit its written Business Plan to the Company at least annually, or more often if the Company requests. All Business Plan updates shall include Retailer's evaluation of its performance for the previous year, and any proposed modifications to the Business Plan.

Retailer and the Company agree that Retailer's performance shall be evaluated based on criteria agreed to in Retailer's Business Plan, or as updated. If Retailer and the Company agree that the changes to the proposed Business Plan, or updates are necessary, Retailer will make all necessary modifications, and resubmit the Business Plan, or update, for the Company's review and approval. While Retailer's Business Plan is subject to update and review, the Company will require Retailer to modify Retailer's Facilities only if the Company can show that a material change in marketing conditions warrants modification in Retailer's Facilities.

14. VEHICLE SALES OR SERVICE IMPROVEMENT PLAN

If the Company determines that Retailer has failed to meet any material provision of its Business Plan, or as updated, Retailer agrees to enter into a written improvement plan to cure any performance deficiency. The Company agrees that (i) Retailer will have a minimum of six (6) months from execution of an improvement plan to cure any performance deficiency; and (ii) the Company will provide reasonable assistance as the Company and Retailer agree upon in advance and in writing.

15. PRODUCT AVAILABILITY

The Company agrees to provide and allocate Company Products among its Retailers on a fair and equitable basis. Retailer agrees that, because Company Products may not be available in sufficient quantities from time to time, the Company, in the exercise of its reasonable business judgement, may determine the manner and method of allocation among the Company's Retailers without any liability to the Company.

16. PURCHASE AND DELIVERY

A. Retailer Purchases.

(i) Company Purchases.

From time to time the Company will advise Retailer of the number and model lines of Company Vehicles which the Company has available for sale to Retailer and, subject to Section 15, Retailer will have the right to purchase such Company Vehicles. The Company will distribute Company Vehicles to Authorized Retailers in accordance with the Company's written distribution policies and procedures in effect from time to time, and in accordance with this Section 16.

(ii) Genuine Volvo Parts and Accessories.

Retailer will submit firm orders for Genuine Volvo Parts and Accessories to the Company in such quantity and variety to fulfil Retailer's obligations under this Agreement. Retailer will submit all orders in accordance with Company Policies. The Company may accept orders in whole or in part, and all orders shall be effective only upon acceptance by the Company (but without necessity of any notice of acceptance by the Company to Retailer). Orders for Genuine Volvo Parts and Accessories shall not be cancellable by Retailer after acceptance and shipment by the Company, except as otherwise provided in this Agreement.

(iii) Other Products and Services.

Retailer may submit firm orders to the Company for other products and services the Company may offer for sale to Retailer from time to time in such quantity and variety to fulfil Retailer's obligations under this Agreement. Retailer will submit all orders in accordance with Company procedures. The Company may accept orders in whole or in part, and all orders shall be effective only upon acceptance by the Company (but without necessity of any notice of acceptance by the Company to Retailer). Orders for other products and services shall not be cancellable by Retailer after acceptance and shipment by the Company, except as otherwise set forth in this Agreement.

(iv) Changes in Company Products.

The Company may discontinue the supply, or change the design of component materials, of Company Products at any time. The Company will be under no liability to Retailer for any changes and will not be required, as a result of any changes, to make any changes to Company Products previously purchased by Retailer. No change shall be considered a model year change unless so specified by the Company.

B. Delays in Delivery.

The Company will not be liable for failure or delay in delivery to Retailer of Company Products if the failure or delay is beyond the control, or without the fault or negligence of, the Company.

C. Passage of Title.

Title to each Company Product Retailer purchases under this Agreement shall pass to Retailer, or to the finance institution designated by it, upon delivery to a carrier for shipment to Retailer, but the Company shall retain a security interest in, and right to repossess, any such Company Product described in Section 16E below.

D. Shipment of Company Products.

(i) Company Vehicles.

The Company may select the mode of transportation, route and point of origin for Company Vehicles shipped to Retailer. Retailer will pay to the Company the applicable destination charges that the Company established for Retailer for Company Vehicles delivered to Retailer that are in effect at the time of shipment. The Company will bear the risk of loss and damage to Company Vehicles until delivery to a transport carrier for shipment; however, the Company will, if requested by Retailer in a manner and within the time as the Company shall from time to time specify, prosecute for and on behalf of Retailer, at Retailers expense, claims against the responsible transport carrier for loss of or damage to Company Vehicles during transportation.

(ii) Genuine Volvo Parts and Accessories.

The Company will ship Genuine Volvo Parts and Accessories to Retailer by whatever means of transportation, by whatever route, and from whatever point the Company may select. The Company will bear the risk of loss and damage to Genuine Volvo Parts and Accessories until delivery to a transport carrier for shipment; however, the Company will, if requested by Retailer in a manner and within the time as the Company shall from time to time specify, prosecute for and on behalf of Retailer, at Retailer's expense, claims against the responsible transport carrier for loss of or damage to Genuine Volvo Parts and Accessories during transportation.

E. Security Interest.

As security for full payment of all sums Retailer owes to the Company under this Agreement, whether such sums are now, or subsequently become due and owing, Retailer grants to the Company, subject to any prior perfected secured creditor's security interest, a security interest in all inventory, including, without limitation, Company Products and proceeds from sales or insurance, and all liens. Upon any non-payment or default in payment, the Company may accelerate any then existing debt and shall have all applicable rights, including, without limitation, those specified in the Uniform Commercial Code. If the Company requests, Retailer agrees to perfect the Company's security interests.

F. Charges for Storage and Diversions.

Retailer is responsible for, and will pay all charges, for demurrage, storage and other expenses accruing after shipment to Retailer or to a carrier for transportation to Retailer. If diversions of shipments are made upon Retailer's request, or are made by the Company because of Retailer's failure or refusal to accept shipments of Retailer's orders, Retailer will pay all additional charges and expenses incident to such diversion.

17. PAYMENTS BY RETAILER

Payment for Company Products purchased by Retailer shall be made in cash in advance or by other payment methods the Company approves in writing. The Company's receipt of any commercial paper will not constitute payment until collected in full. Retailer will pay all collection costs, including but not limited to, reasonable attorneys' fees, costs and expense of litigation.

18. INVENTORY OF COMPANY VEHICLES

Retailer will maintain, and the Company shall supply, a representative inventory of new Company Vehicles of the latest model in accordance with Retailer's Business Plan. Retailer shall store and maintain such new Company Vehicles in accordance with Company Policies.

19. DEMONSTRATORS

Retailer will keep available at all times, in excellent condition for demonstration purposes, a representative number and mix of the Company Vehicles of each of the latest models equipped with the latest accessories.

20. BUSINESS HOURS

Retailer will conduct its Retailer Operations during hours which are reasonable and convenient for customers. All aspects of Retailer Facilities will be open for business during days and hours reasonably necessary to provide a superior customer experience, and consistent with local practice in Retailer's Area of Responsibility or Market Area.

21. PARTS AND ACCESSORIES.

A. Inventory

Retailer agrees to purchase and maintain at Retailer's Facility, in accordance with Company Policies, a sufficient inventory of Genuine Volvo Parts and Accessories necessary to meet the current and reasonably anticipated requirements of Volvo Customers.

B. Warranty Repairs.

When performing warranty repairs, or other repairs paid for, or reimbursed, in whole or in part by the Company, Retailer shall only use Genuine Volvo Parts and Accessories.

C. Non-Genuine Volvo Parts and Accessories.

When performing repairs on any Company Vehicle, other than warranty repairs or repairs paid for, or reimbursed in whole or in part by, the Company, Retailer may sell and install non-Genuine Volvo Parts and Accessories.

D. Quality of Parts.

If Retailer sells, and/or installs non-Genuine Parts and Accessories during repairs or service of Company Products under Section 21C, Retailer will not use parts or accessories that do not meet Company standards, or that could adversely affect the mechanical operation, safety, integrity or reputation of Company Products.

E. Disclosure.

If Retailer sells and/or installs non-genuine Parts and Accessories during repairs or service as described in Section 21C above, Retailer will, prior to repair or installation, conspicuously disclose to the customer in writing on all copies of the customer's repair order and invoice the following:

- (i) Those parts and accessories which are non-Genuine Volvo Parts and Accessories; and
- (ii) That non-Genuine Volvo Parts and Accessories are not covered by the Company or Manufacturer warranty.

22. WARRANTIES ON COMPANY PRODUCTS

The Company provides a written warranty for the Company Products it markets. The Company and Retailer shall each fulfil promptly their respective obligations under such warranties.

Retailer agrees to furnish each retail purchaser or end user of a Company Vehicle purchased from, or delivered by Retailer, excepting used vehicles not covered under the Volvo Certified Pre Owned Program, with such form of warranty and maintenance record, owner's manual, and/or other documentation then currently provided by the Company.

EXCEPT AS OTHERWISE PROVIDED BY LAW, THE WRITTEN COMPANY WARRANTIES ARE THE ONLY WARRANTIES APPLICABLE TO COMPANY PRODUCTS. EXCEPT FOR ITS LIMITED LIABILITY UNDER SUCH WRITTEN WARRANTIES, THE COMPANY AND MANUFACTURER DO NOT ASSUME ANY OTHER

WARRANTY, OBLIGATION OR LIABILITY. RETAILER IS NOT AUTHORIZED TO CREATE OR ASSUME ANY ADDITIONAL WARRANTY OBLIGATION OR LIABILITY ON BEHALF OF THE COMPANY OR MANUFACTURER. ANY SUCH UNAUTHORIZED ASSUMPTION OR CREATION OF OBLIGATIONS WITHOUT THE PRIOR WRITTEN AUTHORIZATION OF THE COMPANY SHALL BE THE SOLE RESPONSIBILITY OF RETAILER. AS TO RETAILER, THE WRITTEN WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY DISCLAIMS ANY LIABILITY TO RETAILER FOR COMMERCIAL LOSSES BASED ON NEGLIGENCE OR MANUFACTURER'S STRICT LIABILITY, OR ANY OTHER THEORY OF RECOVERY.

23. PRE-DELIVERY SERVICE

Retailer agrees to inspect, service, condition and prepare each new Company Vehicle before delivery to a customer in accordance with applicable pre-delivery inspection, service and conditioning standards and schedules the Company furnishes from time to time to Retailer, and to perform such other normal service and conditioning work as may be prescribed in the Company Policies. Retailer will maintain adequate pre-delivery service and inspection records, and upon request, Retailer will provide to the Company evidence that it has performed pre-delivery services.

24. REPAIR AND MAINTENANCE SERVICE

Retailer agrees to perform: (i) warranty service and repairs; (ii) services included in On Call® (or other roadside assistance plan the Company may offer from time to time); (iii) extended contract service repairs; (iv) recall and service campaign repairs; (v) inventory maintenance; and (vi) other maintenance required on Company Products in accordance with the Company's then current recommendations and specifications, regardless of where customer purchased Company Products. Warranty, recall, service campaign and On Call services are provided for the customer's benefit, and Retailer agrees that the customer shall not be obligated to pay for any charges for these services for which Retailer is reimbursed by the Company or a third party designated by the Company.

25. TRAINING

Retailer and the Company agree that ongoing training and development of Retailer employees is necessary to provide Volvo Customers with a superior ownership experience, and achieve the goals described in the Preamble to this Agreement. To help accomplish this, the Company agrees to provide or make training programs available to Retailer, and Retailer will require all appropriate employees, as the Company may determine, to participate in such training programs the Company offers. Retailer shall be responsible for reasonable charges and expenses related to such training, unless otherwise advised by the Company.

III. OPERATING PROVISIONS

The Partners agree that the success of Volvo, its name, trademarks and reputation is their joint responsibility.

26. USE OF VOLVO TRADEMARK

Retailer agrees that the Company has been authorized by Volvo Car Corporation, to permit Retailer to use the name "Volvo" under the following terms and conditions:

A. Ownership of Mark.

The name "Volvo" is a valid and existing trademark presently licensed to Volvo Car Corporation and Company and is registered in the United States Patent and Trademark Office. Valuable goodwill has accrued to, and is attached to, such trademarks.

B. Company Rights.

The Company has been granted the right to enforce rights associated with the trademark "Volvo" in the United States. In addition, the Company's rights hereunder shall inure to the benefit of, and are assignable to, any successor to its business.

C. Right to Use.

During the term of this Agreement, Retailer has been granted the limited, non-assignable, non-exclusive right to use the name "Volvo" in the tradename used in connection with the sale and service of Company Products described in this Agreement. Retailer will not claim or make any attempt to register any corporate or other name or trademark which includes the name "Volvo" in any place or office, but Retailer may, in connection with Retailer's operations under this Agreement and upon prior approval of the Company, register a tradename containing the name "Volvo" where registration of businesses under fictitious names are conducted as required by law. The rights conferred herein will terminate upon termination of this Agreement.

D. Alterations.

Retailer will not alter any Company Product furnished under this Agreement or change or substitute any of its equipment, nor do anything that will in any way infringe, impeach or lessen the value or validity of the trademarks associated with any Company Product.

E. Non-assignability.

Retailer's interest in this trademark license is personal and non-assignable.

F. Assignability.

All rights exercisable by Volvo Car Corporation as the owner of rights to the "Volvo" trademark and tradenames shall, in the event of any assignment of such trademarks and tradenames, be fully exercisable by, and inure to the benefit of, the assignee.

27. DISCONTINUANCE OF RIGHT TO USE TRADEMARK.

A. Immediate Termination.

The permission to use the Trademarks granted in Section 26 will terminate automatically if, at any time:

- (i) Retailer ceases to act as an Authorized Retailer in Company Products;
- (ii) Retailer sells or attempts to sell non-Company Vehicles or non-Genuine Volvo Parts and Accessories as Company Products;
- (iii) Retailer assigns or attempts to assign any interest in this Agreement without the written consent of the Company; or
- (iv) This Agreement expires or is terminated pursuant to Sections 1 or 10.

B. Delayed Termination.

The Company or Volvo Car Corporation, upon thirty (30) days prior written notice to Retailer, may terminate the permission given by Section 26 at any time.

C. Discontinue Use.

Upon termination of the rights granted by Section 26, Retailer will immediately discontinue the use of the name "Volvo" in Retailer's tradename, and will also immediately discontinue the use of any signs, structures, and forms of advertising based upon Retailer's tradename which include the name "Volvo." Immediately after termination, Retailer will take all necessary and appropriate action to change Retailer's tradename to eliminate the name "Volvo" or any combination, variation, or similar name. Immediately after termination, Retailer shall, at its expense, remove any signage containing or referring to the name "Volvo."

28. LINES OF CREDIT

During the term of this Agreement, Retailer will maintain a line of credit with a responsible financing institution at a level permitting Retailer to inventory Company Products commensurate with the Business Plan.

29. ACCOUNTING AND RECORD KEEPING

A. Accounting.

Retailer will keep accurate records of its business relating to the marketing, promoting, selling or servicing of Company Products. Retailer agrees to maintain a uniform accounting system in accordance with Company Policies.

B. Inspection.

During regular business hours, the Company will have the right to inspect Retailer Facilities and to examine, audit and make and take copies of all records, accounts and supporting data relating to Retailer Operations. Whenever reasonably possible, the Company will provide Retailer with advance notice of an audit or inspection of Retailer Facilities. Retailer may be present at any such audit or inspection.

C. Financial Statements.

On or before the tenth (10th) day of each month, Retailer will deliver to the Company, in a form prescribed by or acceptable to the Company, accurate statements of the financial condition and operating results of Retailer's Operations with regard to Company Products through the last day of the previous month. Within ninety (90) days after the end of Retailer's fiscal year, Retailer shall provide the Company with financial statements that have been reviewed by an independent Certified Public Accountant, as well as a copy of such accountant's review report.

D. Sales and Inventory Reports.

Retailer shall furnish to the Company, on forms prescribed by or acceptable to the Company, accurate reports of Retailer's sales and inventory of Company Products and Select Pre Owned Vehicles.

30. RETAILER INFORMATION SYSTEMS

Retailer agrees to install and maintain, at its expense, electronic data processing equipment and software applications that are compatible with, and supported by, the Company's computer network and business operational strategies, as the Company may determine from time to time.

31. CHANGE IN PRICES.

Upon ten (10) days prior written notice to Retailer, the Company may change the Retailer Price and the Company's charge for distribution and delivery of any Company Vehicle. Except with regard to any discounts authorized in writing by the Company, the changed price and charge shall be the price and charge in effect, and delivery to Retailer shall be deemed to have been made and the order deemed to have been filled, upon Company's delivery to a transport carrier for delivery to Retailer or its designee. The Company will provide Retailer with price protection for Company Vehicles in accordance with the Company Policies.

32. EXPORT OF COMPANY VEHICLES.

Retailer is authorized to sell Company Products only to customers located in the United States and agrees to abide by any export policy established by the Company.

33. FACTORY SUGGESTED PRICE LABELS.

If Retailer finds that any new Vehicle has been delivered to Retailer with an incorrect label, or without a completed label affixed thereto pursuant to the Federal Automobile Information Disclosure Act, 15 U.S.C. Section 1232, as amended (the "Act"), Retailer will immediately notify the Company. If the Company gives written instructions to Retailer with respect to replacing or affixing a label in a manner that conforms with the Act, Retailer agrees to comply with such written instructions.

34. INDEMNIFICATION

A. Indemnification by the Company.

The Company will indemnify and hold Retailer harmless from any and all liability, loss, cost or expense, including, without limitation, reasonable attorneys' fees, resulting from or relating to any legal action against Retailer by third parties concerning bodily injury or property damage arising out of an occurrence caused solely by a defect in the design or manufacture of a Company Product; provided, however, Retailer could not have discovered that defect in the reasonable pre-delivery inspection or servicing of the Company Product.

If any legal action identified in this Section 34 is brought against Retailer, and if Retailer promptly notifies the Company in writing of the commencement of the action and co-operates fully in the defense of the action as the Company may reasonably require, the Company agrees to undertake, at its sole expense, the defense of said action on behalf of Retailer when so requested by Retailer, and to indemnify and hold Retailer harmless in the event of an adverse judgement. The Company shall have the right to continue the suit in the name of Retailer if the Company deems such action to be necessary. Should the Company refuse to undertake the defense on behalf of Retailer, Retailer may conduct its own defense and, if the Company is determined to be solely liable, the Company shall be liable for the cost of the defense, including, without limitation, reasonable attorneys' fees, court costs and expenses of litigation, together with any verdict, judgement or settlement paid by Retailer.

B. Indemnification by Retailer

Retailer shall indemnify the Company and/or Manufacturer (for purposes of this Section 34, individually and collectively referred to as "Indemnified Party (ies)") and hold each of them harmless from any and all liability, loss, cost or expense, including, without limitation reasonable attorneys' fees, court costs and costs of litigation, resulting from or relating to any legal action against Volvo by third parties alleging or concerning:

- (i) Retailer's failure to comply, in whole or in part, with any obligations assumed by Retailer pursuant to this Agreement; or
- (ii) Retailer's negligent or improper inspection, repairing or servicing of new or used Company Products; or
- (iii) Retailer's breach of any contract between Retailer and Retailer's customer or supplier; or
- (iv) Retailer's unfair, misleading, deceptive or fraudulent trade practices.

If any legal action arising out of the causes specified above is brought against any Indemnified Party, and provided that the Indemnified Party promptly notifies Retailer in writing of the commencement of any such action, Retailer agrees to undertake, at its sole expense, the defense of said action on behalf of the Indemnified Party when so requested, and to indemnify and hold the Indemnified Party harmless in the event of an adverse judgement. Should Retailer refuse to undertake the defense on behalf of the Indemnified Party, such party may conduct its own defense and Retailer shall be liable for the cost of such defense, including, without limitation, reasonable attorneys' fees, court costs and costs of litigation, together with any verdict, judgement or settlement paid by the Indemnified Party.

C. Joint Defense.

Whenever a legal action claims liability on the part of both the Company, as described in Section 34A, and Retailer, as described in Section 34B, each party shall be responsible for its own defense. Any Indemnified Party's or Retailer's responsibility for its own defense pursuant to this Section 34 shall in no way affect their respective obligations to indemnify and hold harmless.

35. COMPLIANCE WITH LEGAL REQUIREMENTS.

Retailer agrees to pay all taxes and to take all actions required by law, including, without limitation, those actions required to comply with the National Traffic and Motor Vehicle Safety Act of 1966, the Clean Air Act, the Consumer Product Safety Act, the Magnuson-Moss Warranty Act (all as amended from time to time), and any

other federal, state or local legislation or regulation pertaining to safety, air pollution, noise control, water pollution, handling, transportation, storage and disposal of hazardous and non-hazardous waste and materials, warranties to consumer, the sale of Company Vehicles, or other actions which may be required of automobile retailers or which the Company may reasonably request.

36. COMPLIANCE WITH CONSUMER PROTECTION LAWS AND REGULATIONS

Because certain Volvo Customer complaints may have legal significance for, or impose liability upon, Retailer and/or the Company under various, "Repair or Replace" or other consumer protection laws and regulations, Retailer agrees to provide the Company with prompt notice of all such complaints. Retailer agrees to take other steps as the Company may reasonably require, including, without limitation, providing notice to Retailer's regional office when a vehicle is brought into Retailer which may become subject to such law or regulation prior to a presumption of liability arising under such law or regulation from the inability to repair or correct a nonconformity or condition of a Vehicle. Retailer hereby agrees to do nothing to affect adversely the Company's rights under such laws and regulations, and recognizes that failure to comply with this Section 36 may result in a chargeback from the Company for monies expended in remedying such complaints which in the reasonable opinion of the Company were caused wholly or predominantly by Retailer.

37. TRADE PRACTICES.

The Company and Retailer each recognize the importance of dealing with each other in an open and honest manner. In addition, each party understands the importance of treating Volvo Customers and prospective Volvo customers with the utmost respect and honesty. Retailer agrees to conduct its business in a manner which will develop and maintain superior levels of customer loyalty and satisfaction, continually striving to improve Retailer's reputation, the Company, Company Products and the Volvo name, trademarks and service marks. Retailer will not engage in any unfair, deceptive, misleading, unethical, fraudulent or otherwise prohibited practice. Retailer will immediately discontinue any such advertising or practice upon written notice of objection from the Company. Any notice by the Company and discontinuance by Retailer will not prejudice any other rights the Company may have under this Agreement

38. REPURCHASE OF COMPANY PRODUCTS BY THE COMPANY

Within sixty (60) days after termination of this Agreement under Section 10, the Company will repurchase the following:

All new, unused, undamaged, standard, current model year Company Vehicles with less than 200 miles which Retailer may own or have an interest in on the date of termination, at a price paid by Retailer to the Company for such Company Vehicles less: (i) any price reduction allowance credited or paid to Retailer (net discounts, allowances or adjustments); (ii) transportation charges paid by Retailer;

All current model year demonstrator vehicles (as defined by the Company) and registered Volvo service loaners which are no more than one year old;

All new, unused, standard, current model year Company Vehicles which Retailer may own or has an interest in on the date of termination, which were received by Retailer from the Company in a damaged condition and were not repaired by Retailer to standard condition, at the price specified in this Section 38, but provided that Retailer shall subrogate all claims for the repair of such Company Vehicles to the benefit of the Company;

All new, undamaged Genuine Volvo Parts and Accessories offered for sale by the Company to its retailers on the date of termination which Retailer may own or have an interest in on the date of termination, at the then current wholesale price for such Genuine Volvo Parts and Accessories on the date of termination, less: (i) a handling charge of fifteen (15%) percent; and (ii) any charges actually paid by the Company for transportation to the Company; and All special tools, signs, and other special equipment and information which are, because of design, applicable only to Company Products, which Retailer may own or have an interest in on the date of termination and which are in useable and good condition (except for reasonable wear and tear), at the price paid by Retailer less; (i) an amount equal to the accrued straight line depreciation on such equipment during Retailer's (assumed) ownership, if such equipment has a useful life of at least five (5) years; and (ii) any charges actually paid by the Company for the transportation of such equipment from Retailer's place of business to the Company's place of

business. Retailer will furnish to the Company satisfactory evidence of the date on which Retailer acquired an interest in such equipment, and of the price paid by Retailer.

For purposes of this Section 38, Company Vehicles, Genuine Volvo Parts and Accessories, special tools and equipment specified in the four preceding paragraphs are referred to collectively in this Section 38 as "Repurchase Products."

As a condition precedent to the Company's obligations under this Section 38 to purchase the Repurchase Products, Retailer shall permit the Company and Company's designee or designees, to enter the Retailer Facility at such time as the Company may reasonably determine, for the purpose of inspecting and/or taking an inventory of all or any part of Retailer's stock of Company Products.

In connection with the Company's purchase of the Repurchase Products pursuant to this Section 38:

- (i) Retailer shall promptly deliver such Repurchase Products to the Company;
- (ii) Retailer shall comply with any and all applicable laws and requirements which may be necessary or proper to transfer good title to Repurchase Products to the Company, free and clear of any charge, lien, or encumbrance; and
- (iii) Promptly following Retailer's fulfillment of its obligations under this Section 38, the Company shall pay Retailer for the Repurchase Products acquired by it pursuant to this Section 38 (subject to all rights of set-off for any outstanding debt of Retailer to the Company).

IV. MISCELLANEOUS PROVISIONS

39. LICENSING REQUIREMENTS

Retailer will procure and maintain any license(s) or other applicable governmental authorization(s) necessary to operate as a new motor vehicle retailer for Company Products.

40. INSURANCE

Retailer will acquire and maintain insurance as follows: (i) Worker's Compensation insurance prescribed by law in the state in which Retailer is located, and Employers Liability Insurance, each with a limit of at least \$500,000 per occurrence; (ii) Comprehensive general liability insurance in a form approved by the Company with a combined single limit of \$1,000,000; (iii) automobile liability insurance in the amount of at least \$1,000,000; (iv) an umbrella policy to cover comprehensive general liability and auto insurance in the amount of at least \$5,000,000; (v) Casualty insurance insuring Retailer Facilities in an amount, as determined by the Company, necessary to repair any casualty in an expedited manner thus enabling Retailer to continue the sales and service of Company Products; and (vi) any other type of insurance as may be deemed reasonably necessary by the Company. From time to time, the Company reserves the right to modify these insurance requirements and limits in accordance with reasonably accepted industry custom and practice.

41. TAXES

Retailer will comply with all applicable laws concerning collection or payment by Retailer of taxes applicable to all transactions by Retailer concerning Company Products, and Retailer shall furnish evidence of compliance to the Company within thirty (30) days after delivery of a written request.

42. WAIVER

Failure by either party at any time to require performance by the other party, or to claim a breach of any provision of this Agreement, will not be construed as a waiver of any subsequent breach, nor affect the enforceability of any part of this Agreement, nor prejudice either party as regards to any subsequent action.

43. AGENCY

Retailer is an independently operated business entity in which the Company has no ownership interest. This Agreement does not make Retailer the legal representative of the Company, or in any way create the relationship of principal and agent between the Company and Retailer, nor does this Agreement create any fiduciary or employment relationship between Retailer and the Company. Retailer hereby agrees that it will not act or attempt to act, or represent

itself directly or by implication, as agent of the Company or in any manner create or attempt to create any obligation on behalf of, or in the name of, the Company.

44. SUBRETAILERS

Retailer has no authority to establish an associate retailer or subretailer for Company Products.

45. ASSIGNMENT OF RIGHTS OR DELEGATION OF DUTIES

This Agreement is in the nature of a personal services agreement and Retailer has no authority to assign the whole or any part of this Agreement, or any right or interest hereunder, without the prior written consent of an Officer, which shall not be unreasonably withheld.

46. NOTICE AND SERVICE OF NOTICE

Notice from Retailer to the Company will be effective only if: (i) signed by the Principal Owner or General Manager, and (ii) directed to the Company President or his authorized designee. Notice from the Company shall be effective only if: (i) signed by an Officer; and (ii) directed to a Principal Owner or General Manager at the Retailer's address given on page 1 of this Agreement. Any such notice shall be sent by Certified Mail, Return Receipt Requested or by overnight mail or carrier service. In the case of Certified Mail, notice shall be deemed given upon the earlier of actual receipt or seven (7) days after such notice is sent. In the case of overnight mail or carrier service, notice shall be deemed given upon the next business day after such notice is sent. Notice may be given by facsimile, but only with the written consent of the other party.

47. APPLICABLE LAW AND SEVERABILITY

This Agreement will be construed in accordance with New Jersey law with respect to its interpretation and construction, but in all other respects governed by the laws of the state of Retailer's Facilities identified in Section 5. If any provision of this Agreement is declared invalid, unenforceable, or prohibited by the laws of the applicable state, such provision shall be severable from the balance of this Agreement, which will remain in full force and effect.

Should the Company determine that any federal or state law or regulation, or any condition referred to in Section 34 or 35 requires a change or changes in any of the provisions of this Agreement, the Company may offer to Retailer an amendment or an amended Agreement embodying such change or changes. If Retailer fails to execute such amendment or amended Agreement and return it to the Company within thirty (30) days after it is delivered to Retailer, the Company may terminate this Agreement by giving notice to Retailer, with termination to be effective upon receipt by Retailer of notice.

48. FINANCIAL INFORMATION

Retailer agrees that the Company may provide to, or obtain financial information from, financial institution (s) which have an actual or prospective relationship with Retailer.

49. ENTIRE AGREEMENT

This Agreement supersedes all prior agreements between the parties relative to the sale and servicing of the Company Products. This Agreement contains the entire, integrated agreement between the parties and any amendment, modification, or waiver of any provision of this Agreement must be in writing and signed by an Officer, and on behalf of Retailer by a person identified in Section 2A.

50. NO FRANCHISE FEE OR ADDITIONAL PAYMENTS

Retailer represents and warrants that it has paid no fee, nor has it provided any funds, goods or services to any Company employee or agent in lieu of a fee, as consideration for the Company's entering into this Agreement, and that the sole consideration for the Company's entering into this Agreement was Retailer's Principal Owners' and General Manager's abilities, integrity, assurances of personal services and expressed intention to deal fairly and equitably with the Company and the public and all other promises recited in this Agreement.

In addition, Retailer represents and warrants that neither it nor any Principal Owner has received any consideration, except as described in this Agreement, for entering into this Agreement.

51. CAPTIONS

The captions for the sections of this Agreement are for convenience and reference only and will not be construed to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement, or be a part of this Agreement.

52. TIME OF THE ESSENCE

Time is of the essence with respect to each provision of this Agreement.

53. DATE OF PERFORMANCE

If any date for the performance of obligations by any party under this Agreement falls on any day that is not a business day, the date on which such obligation is to be performed will be deemed to be the next business day.

54. RULES OF CONSTRUCTION

The following rules shall apply to the construction and interpretation of this Agreement:

- A. Singular words connote the plural number as well as the singular and vice versa, and the masculine includes the feminine and the neuter.
- B. All references herein to particular articles, sections, subsections or exhibits are references to articles, sections, subsections or exhibits of this Agreement.
- C. Each party and its legal counsel have reviewed and revised (or requested revisions of) this Agreement and, therefore, any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Agreement.

V. DEFINITIONS

55. DEFINITIONS

In addition to certain terms defined elsewhere in this Agreement, the following definitions shall apply throughout this Agreement:

AREA OF RESPONSIBILITY: The non-exclusive area that the Company designates from time to time as Retailer's primary geographic territory for the marketing, promoting, selling and servicing of Company products.

AUTHORIZED RETAILER (S): Retailers authorized by the Company to conduct Retailer Operations in connection with the marketing, promoting selling and servicing of Company Products pursuant to the then current, duly executed Authorized Retailer Agreement.

BUSINESS PLAN: The written business plan, in a form satisfactory to the Company, and any updates thereto, produced by Retailer and provided to the Company, which describes how Retailer will develop and maintain its Volvo business.

COMPANY POLICY(IES): All guidelines, regulations, programs, manuals, bulletins, policies, and procedures and subsequent amendments established by the Company from time to time.

COMPANY PRODUCTS: Company Vehicles and Genuine Volvo Parts and Accessories that bear the Volvo trademark(s), and special tools, all of which from time to time the Company may offer to Retailer.

COMPANY VEHICLES: Volvo passenger cars manufactured by or for Manufacturer, and offered by the Company to Retailer for purchase.

GENUINE VOLVO PARTS AND ACCESSORIES: Those parts and accessories, bearing the Marks/Trademarks, manufactured by or for Manufacturer or the Company, and offered for sale to Retailer by the Company.

MANUFACTURER: Volvo Car Corporation, Gothenburg, Sweden, and any affiliate or successor in interest.

MARKET AREA: The non-exclusive area, encompassing one or more Areas of Responsibility, that the Company designates from time to time as Retailer's primary geographic territory for the marketing, promoting, selling and servicing of Company products.

MARK(S)/TRADEMARK (S): Any trademark or service mark that the Company either owns, or is authorized to use and/or license, with rights of enforcement.

MEDIATION GUIDELINES: The policies to be followed in mediating a dispute between the Company and Retailer as described in Section 11.

MEDIATION PANEL: The panel of Retailer Mediator, as described in Section 11.

OFFICER: The president or any executive vice president, senior vice president or vice president of the Company.

PARTNER (S)(SHIP)(ING): The terms partnership, partner(s) and partnering, as used in this Agreement and the Preamble, shall refer to the co-operative and mutually advantageous relationship that this Agreement is intended to foster between the Company and Retailer. The use of the terms partnership, partner(s) and partnering in this Agreement is not intended to create a legal partnership or joint venture between the parties to this Agreement. The Company and Retailer understand that each party is and shall remain, during the term of this Agreement, a wholly independent entity and that this Agreement does not create a fiduciary or agency relationship between the parties.

PRINCIPAL OWNER (S): Those owners of Retailer described in Section 2A.

REMAINING OWNER (S): Those owners of Retailer that remain after the death or incapacity of a Principal Owner, as referenced in Section 11.

REPURCHASE PRODUCTS: Company Products, described in Section 38.

RETAILER: The entity that is authorized to market, promote, sell and service Company Products under this Agreement.

RETAILER FACILITY(IES): Retailer's land, buildings, improvements, and fixtures described in Section 6.

RETAILER FACILITIES GUIDE: The Company's guide for retail facilities, as such may be issued from time to time.

RETAILER MEDIATORS: Retailers selected by the Company and a representative group of Authorized Retailers to serve as mediators in the resolution of a dispute between the Company and a Retailer in accordance with Section 11.

RETAILER OPERATIONS: Retailer's business of marketing, promoting, selling and servicing Company Products.

VOLVO: A trademark, tradename and service mark of Volvo Car Corporation, a Swedish corporation.

VOLVO CUSTOMER: A person or entity that has purchased, leased or obtained service for, any Company Product.

VOLVO CERTIFIED PRE OWNED VEHICLE: A Volvo vehicle that has been reconditioned by a participating Retailer in accordance with Company Policies.

WORKING CAPITAL GUIDE: The guide produced by the Company to assist Retailer in determining, establishing, modifying, and maintaining Retailer's capital necessary to provide a superior ownership experience for Volvo Customers in Retailer's Area of Responsibility or Market Area.

This Agreement will not be binding unless it bears the signatures of an Officer on behalf of the Company and of a person named in Section 2A on behalf of Retailer.

VOLVO CARS OF NORTH AMERICA, LLC.

RETAILER

By: _____
Scott Doering

By: _____
James P. Carney

MARK(S)/TRADEMARK (S): Any trademark or service mark that the Company either owns, or is authorized to use and/or license, with rights of enforcement.

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This Agreement will not be binding unless it bears the signatures of an Officer on behalf of the Company and of a person named in Section 2A on behalf of Retailer.

VOLVO CARS OF NORTH AMERICA, LLC.

By: 

Scott Diering

RETAILER

By: 

James P. Carney

Title: Regional Vice President

Title: President/Retailer Principal



Patricia O'Neil <poneil@natickma.org>

Application for Class I License

2 messages

Patricia O'Neil <poneil@natickma.org>

Mon, Jul 1, 2019 at 9:58 AM

To: Brian Lauzon <lauzon@natickpolice.com>, David Gusmini <dgusmini@natickma.org>

Hi Brian and Dave -- can I get recommendations from both of you? Dave, I want to be sure zoning is okay here.

--

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



 **Class I App-Bernardi.pdf**
4855K

Brian Lauzon <lauzon@natickpolice.com>

Mon, Jul 1, 2019 at 11:42 AM

To: Patricia O'Neil <poneil@natickma.org>

Trish,

Upon review we would recommend favorably that the BOS approve this application. I know the Planning Board is actively working with these folks and we were asked in the past to offer recommendations to them, which we did favorably, so there is no need for this application to be held up on our part.

Respectfully,

Lt. Brian G. Lauzon

[Quoted text hidden]

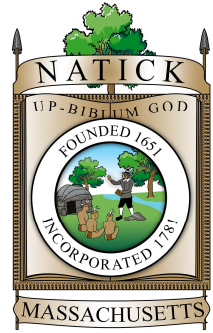
ITEM TITLE: Public Hearing: Proposal to Rename Navy Yard Park to Whitney Field at the Navy Yard with Installation of Permanent Sign - Opened the Public Hearing on 7/22/19 and Continued to 8/5/19

ITEM SUMMARY:

ATTACHMENTS:

| Description | Upload Date | Type |
|---|--------------------|-------------|
| Hearing Notice | 7/17/2019 | Cover Memo |
| Proposal to Rename Navy Yard Park-S. Evers, Historical Commission Chair | 5/22/2019 | Cover Memo |
| Naming a Public Place Policy | 9/18/2017 | Cover Memo |
| Community & Economic Development Opinion | 5/28/2019 | Cover Memo |

Town of Natick
Massachusetts 01760
Home of Champions



Michael J. Hickey, Jr., Chair
Susan G. Salamoff, Vice Chair
Jonathan H. Freedman, Clerk
Karen Adelman-Foster
Richard P. Jennett, Jr.

PUBLIC HEARING
BOARD OF SELECTMEN
TOWN OF NATICK

The Board of Selectmen will conduct a public hearing on Monday, July 22, 2019 at 7:00 p.m. at Natick Town Hall, Edward H. Dlott Meeting Room, 13 East Central Street, Natick, MA on the request of the Natick Historical Commission to rename the Navy Yard Park to Whitney Field at the Navy Yard. Anyone wishing to be heard on this matter is asked to attend the meeting at the date and time mentioned above.

Jonathan H. Freedman, Clerk



Natick Historical Commission

Natick, Massachusetts 01760

Home of Champions

c/o 1 Frost Street

Natick, MA 01760

Dec. 12, 2018

Karen Partanen
Town of Natick
Recreation and Parks, Director
179 Boden Lane
Natick Ma.
01760

RE; WHITNEY FIELD AT NAVY YARD

Dear Karen,

As requested by Martha White, former Town Administrator, The Natick Historical Commission proposes the following sign message for an historically appropriate re-naming of the Park from "Navy Yard Park" to "Whitney Field at The Navy Yard". A reasonable size sign should be permanently installed in a prominent location with the following narrative:

WHITNEY FIELD AT THE NAVY YARD

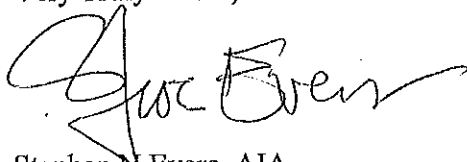
"Whitney Field is a gift to the inhabitants of Natick by one of its oldest and most prominent families. The entire neighborhood, known as "The Navy Yard" today, was once the estate of Captain George Whitney and his seven sons. He served in the American Revolution, farmed this land and served as a Natick Selectman. His descendants supplied leather for Natick's shoe industry, established a lime manufactory and also served as Selectman.

The Navy Yard, once an all Irish neighborhood when Natick shoe manufacturing peaked during the 19th Century, was called so by the Irish slang of "navvy", short for unskilled laborers. Americanized over the years to Navy Yard, the neighborhood remains on the land once solely owned by the Whitney family."

I propose that I get before the Board of Selectmen with this proposal, especially regarding the historical name change request sometime this winter. Let me know if you have the funds for the proposed narrative sign, if not, I will go digging. Also let me know if any of the Parks and Rec folks have comment on the name change proposal or content of this plaque.

If you have any questions regarding this proposal I can be reached via cell phone at 508.254.2017 if you have any questions regarding this matter.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "Stephen Evers", with a stylized flourish at the end.

Stephen N Evers, AIA
Chairman

NAMING OF PUBLIC PLACES

Upon receipt of a request to name a public place in memory of a Natick resident, the Board of Selectmen shall:

1. Solicit the opinion of the Natick Historical Commission and the Community Development Office regarding the historical impact, if any, of the proposed naming;
2. With the opinion of the Historical Commission and Community Development in hand, the Board schedules a public hearing;
3. After closing the public hearing, the Board votes on the request.

BOARD OF SELECTMEN

Paul R. McKinley, Chairman

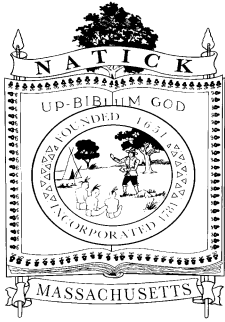
Jeffrey A. Stern, Vice-Chairman

John Ciccariello, Clerk

Jay H. Ball

Charles M. Hughes

Adopted: August 19, 2002



COMMUNITY AND ECONOMIC DEVELOPMENT

BUILDING

PLANNING

ZONING

CONSERVATION

MEMORANDUM

TO: Michael Hickey, Chair, Natick Board of Selectmen

FROM: Jamie Errickson, Director

DATE: May 27, 2019

RE: Proposed renaming of Navy Yard Field

Per town bylaw requirements, Community and Economic Development is asked to provide an opinion/recommendation regarding the proposed renaming of the Navy Yard Field.

From a community and development perspective, there are no conflicts or issues with considering the renaming of the Navy Yard Field. The recommendation from this office is to consider the renaming of the Navy Yard Field with the entire community in mind, and through a fair and transparent process.

Thank you.

ITEM TITLE: Public Hearing (Continued from 7/22/19): Smashburger: Application for S. 12 Wine and Malt License

ITEM SUMMARY:

ATTACHMENTS:

| Description | Upload Date | Type |
|-----------------------|--------------------|-------------|
| Hearing Notice | 5/23/2019 | Cover Memo |
| Application Part 1 | 8/5/2019 | Cover Memo |
| Application Part 2 | 8/5/2019 | Cover Memo |
| Police Recommendation | 8/1/2019 | Cover Memo |

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 28, 2019 at 7:00 p.m. in the Edward H. Dlott Meeting Room of Natick Town Hall, 13 East Central Street, upon the application of a S12 Restaurant Wine and Malt license for Smashburger Acquisition – Boston LLC d/b/a Smashburger #1707 (Frances Santos, Manager) located at 1298 Worcester Street. The premises consist of 2,345 s.f. on one floor with one entrance and one exit. Seating capacity is 61 and total occupancy is 121.

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

Jonathan Freedman, Clerk



The Commonwealth of Massachusetts
Alcoholic Beverages Control Commission

☐ For Reconsideration

LICENSING AUTHORITY CERTIFICATION

Natick

City /Town

ABCC License Number

TRANSACTION TYPE (Please check all relevant transactions):

The license applicant petitions the Licensing Authorities to approve the following transactions:

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

APPLICANT INFORMATION

Name of Licensee Smashburger Acquisition - Boston LLC

DBA Smashburger #1701

Street Address 1298 Worcester Street

Zip Code 01760

Manager Alan Wright

Granted under
Special Legislation? Yes ☐ No ☒

\$12 Restaurant

Annual

Wines and Malt Beverages

If Yes, Chapter
of the Acts of (year)

Type
(i.e. restaurant, package store)

Class
(Annual or Seasonal)

Category
(i.e. Wines and Malts / All Alcohol)

DESCRIPTION OF PREMISES Complete description of the licensed premises

Restaurant consists of a dining area, kitchen, men's and women's restrooms with no outdoor seating. Total square footage is 2,345 on one floor with with one entrance and one exit. Seating capacity is 61 and total occupancy is 121.

LOCAL LICENSING AUTHORITY INFORMATION

Application filed with the LLA: Date

April 19, 2019

Time

11:45 am

Advertised Yes ☒ No ☐ Date Published

May 17, 2019

Publication

Metrowest Daily News

Abutters Notified: Yes ☒ No ☐ Date of Notice

May 14, 2019

Date APPROVED by LLA

August 5, 2019

Decision of the LLA

Approves this Application

Additional remarks or conditions
(E.g. Days and hours)

For Transfers ONLY:

Seller License Number:

Seller Name:

The Local Licensing Authorities By:

Alcoholic Beverages Control Commission
Ralph Sacramone
Executive Director

smashburger

May 31, 2019

VIA – Email ddonovan@natickma.org

Town of Natick
Attn: Donna Donovan, Sr. Executive Assistant
13 East Central Street
Natick, Massachusetts 01760

RE: Smashburger Acquisition – Boston LLC (Liquor License Application)

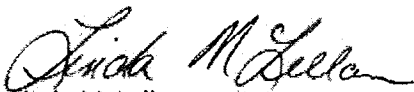
Dear Ms. Donovan:

For your convenience, we are resubmitting the entire Liquor License filing for Smashburger Acquisition – Boston LLC dba Smashburger #1707 located at 1298 Worcester Street, Natick, MA 01760. Attached are the following documents:

- Copy of check #011865 made payable to the Town of Natick in the amount of \$300 (the original check was submitted in April with the previous application),
- Alcoholic beverages retail license application, including Manager Application with ServSafe Certification, ServSafe Proctor Certificate, Certificate of Allergen Awareness Training, and TIPS Certification attached,
- Delaware Certificate of Formation and Massachusetts Certificate and Application for Registration of Smashburger Acquisition – Boston LLC,
- CORI Authorization Forms for the new Manager and the CEO. The original CORI form for the new manager will be mailed to you; the original CORI form for the CEO was sent to you in April,
- Corporate Vote,
- Bank statements,
- Assignment and Assumption and First Amendment to Indenture of Lease, dated September 10, 2018, and Indenture of Lease, dated March 28, 2013,
- Floor Plan,
- Abutter's Notification with list of entities and addresses to which it was mailed,
- Advertisement of Publication with payment receipt, and
- Receipt for State Payment of \$200.

Denise O'Brien is out of town, returning on Monday, June 3. Please let me know if any other documentation is required. You may reach me by email at lmclellan@smashburger.com or by phone at 303-633-1511.

Sincerely yours,



Linda McLellan
Director of Legal Administration

Attachments

SMASHBURGER.COM

3900 East Mexico Avenue • Suite 1200 • Denver, Colorado 80210 • p: 303.633.1500 • f: 303.592.3888

Smashburger Servicing
3900 East Mexico Ave
Suite 1100
Denver, CO 80210

JPMorgan Chase Bank, NA
Denver, CO
23-101/1020

011865

COPY

DATE
4/2/2019

AMOUNT
*****300.00*

*THREE HUNDRED AND XX / 100

Void After 180 days

PAY TO THE
ORDER OF: Town of Natick
13 East Central Street
Natick, MA 01760



REF:

⑈011865⑈ ⑆102001017⑆958910820⑈

| Date | Invoice Number | Comment | Amount | Discount Amount | Net Amount |
|----------|----------------|-------------------------|--------|-----------------|------------|
| 4/2/2019 | 20190402 1707 | 1707 Liquor License Fee | 300.00 | 0.00 | 300.00 |

| | | | | |
|---------------|----------|----------------|--------------|--------|
| Check: 011865 | 4/2/2019 | Town of Natick | Check Total: | 300.00 |
|---------------|----------|----------------|--------------|--------|

| Date | Invoice Number | Comment | Amount | Discount Amount | Net Amount |
|----------|----------------|-------------------------|--------|-----------------|------------|
| 4/2/2019 | 20190402 1707 | 1707 Liquor License Fee | 300.00 | 0.00 | 300.00 |

| | | | | |
|---------------|----------|----------------|--------------|--------|
| Check: 011865 | 4/2/2019 | Town of Natick | Check Total: | 300.00 |
|---------------|----------|----------------|--------------|--------|



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

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

APPLICATION FOR A NEW LICENSE

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

Please make \$200.00 payment here: <https://www.mass.gov/epay-for-online-payments-abcc>

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

EPAY CONFIRMATION NUMBER

N/A

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

N/A

ENTITY/ LICENSEE NAME Smashburger Acquisition - Boston LLC d/b/a Smashburger #1707

ADDRESS 3900 E. Mexico Avenue, Suite 1100

CITY/TOWN Denver

STATE CO

ZIP CODE 80210

For the following transactions (Check all that apply):

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

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

ALCOHOLIC BEVERAGES CONTROL COMMISSION
239 CAUSEWAY STREET
BOSTON, MA 02241-3396

APPLICANT'S STATEMENT

I, Thomas C. Ryan, CEO the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP manager
Authorized Signatory


of Smashburger Acquisition - Boston LLC
Name of the Entity/Corporation

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

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

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

Signature:



Date: 05/23/2019

Title:

CEO

O'Brien, Denise

From: customerservice@nCourt.com
Sent: Thursday, March 28, 2019 1:39 PM
To: Licensing
Subject: Receipt from nCourt

YOUR RECEIPT >>

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

- Once you have made your payment, you will receive a status notification (via email) of the acceptance OR rejection of your submission.

Paid To

Name: Massachusetts Alcoholic Beverages Control Commission - Retail
Address 1: 239 Causeway Street
Address 2:
City: Boston
State: Massachusetts
Zip: 02114

Payment On Behalf Of

First Name: Thomas
Address 1: 3900 E MEXICAN AVE, Suite 1100
Address 2:
City: Denver
State: CO
Zip: 80210
Phone: (303) 633-1544
Last Name: Ryan

| Description | ID | Convenience Fee | Amount |
|--------------------|-------------|-----------------|----------|
| FILING FEES-RETAIL | Smashburger | \$4.70 | \$200.00 |

Receipt Date: 3/28/2019 3:39:29 PM EST
Invoice Number: 5307aa8b-edbc-42ea-aa97-915c4f7d08f9

Total Amount Paid: \$204.70

Billing Information

First Name SMASHBURGER
Last Name SERVICING
Email Licensing@smashburger.com
Street 3900 E. Mexico Ave., Ste. 1100
City Denver
State/Territory CO
Zip 80210

Credit / Debit Card Information

Card Type Visa
Card Number *****3447



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

APPLICATION FOR A NEW LICENSE

Municipality

1. LICENSE CLASSIFICATION INFORMATION

| ON/OFF-PREMISES | TYPE | CATEGORY | CLASS |
|---|--|---|-------------------------------------|
| <input type="text" value="On-Premises-12"/> | <input type="text" value="\$12 Restaurant"/> | <input type="text" value="Wines and Malt Beverages"/> | <input type="text" value="Annual"/> |

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

Is this license application pursuant to special legislation? ☐ Yes ☒ No Chapter Acts of

2. BUSINESS ENTITY INFORMATION

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

| | | | |
|-------------------|--|-------------------|---|
| Entity Name | <input type="text" value="Smashburger Acquisition - Boston LLC"/> | FEIN | <input type="text" value="32-0567699"/> |
| DBA | <input type="text" value="Smashburger #1707"/> | Manager of Record | <input type="text" value="Thomas O'Brien Alan Wright"/> |
| Street Address | <input type="text" value="1298 Worcester Street, Natick, MA 01760"/> | | |
| Phone | <input type="text" value="508-720-0744"/> | Email | <input type="text" value="Licensing@Smashburger.com"/> |
| Alternative Phone | <input type="text" value="303-633-1544"/> | Website | <input type="text" value="www.smashburger.com"/> |

3. DESCRIPTION OF PREMISES

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

| | | | | | |
|-----------------------|------------------------------------|----------------------|--------------------------------|-------------------|----------------------------------|
| Total Square Footage: | <input type="text" value="2,345"/> | Number of Entrances: | <input type="text" value="1"/> | Seating Capacity: | <input type="text" value="61"/> |
| Number of Floors | <input type="text" value="1"/> | Number of Exits: | <input type="text" value="1"/> | Occupancy Number: | <input type="text" value="121"/> |

4. APPLICATION CONTACT

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

| | | | |
|--------|--|--------|--|
| Name: | <input type="text" value="Denise O'Brien"/> | Phone: | <input type="text" value="303-633-1544"/> |
| Title: | <input type="text" value="Licensing Coordinator"/> | Email: | <input type="text" value="Licensing@smashburger.com"/> |

APPLICATION FOR A NEW LICENSE

5. CORPORATE STRUCTURE

| | | | |
|------------------------|----------|-------------------------------------|---|
| Entity Legal Structure | LLC | Date of Incorporation | 5/2/2018 |
| State of Incorporation | Delaware | Is the Corporation publicly traded? | <input type="radio"/> Yes <input checked="" type="radio"/> No |

6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST

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

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

| Name of Principal | Residential Address | SSN | FEIN | DOB |
|-----------------------------|---|---|---|---|
| Icon Burger Acquisition LLC | 3900 E. Mexico Ave., Suite 1100, Denver, CO 80210 | 20-5545765 | | |
| Title and or Position | Percentage of Ownership | Director/ LLC Manager | US Citizen | MA Resident |
| | 100% | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input checked="" type="radio"/> No |
| Name of Principal | Residential Address | SSN | DOB | |
| Thomas C. Ryan | 1630 N. Clarkson Street #708, Denver CO 80218 | | 1/15/1957 | |
| Title and or Position | Percentage of Ownership | Director/ LLC Manager | US Citizen | MA Resident |
| CEO | 0% | <input type="radio"/> Yes <input checked="" type="radio"/> No | <input checked="" type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input checked="" type="radio"/> No |
| Name of Principal | Residential Address | SSN | DOB | |
| | | | | |
| Title and or Position | Percentage of Ownership | Director/ LLC Manager | US Citizen | MA Resident |
| | | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No |
| Name of Principal | Residential Address | SSN | DOB | |
| | | | | |
| Title and or Position | Percentage of Ownership | Director/ LLC Manager | US Citizen | MA Resident |
| | | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No |
| Name of Principal | Residential Address | SSN | DOB | |
| | | | | |
| Title and or Position | Percentage of Ownership | Director/ LLC Manager | US Citizen | MA Resident |
| | | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No | <input type="radio"/> Yes <input type="radio"/> No |

Additional pages attached? ☐ Yes ☒ No

CRIMINAL HISTORY

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☒ No

MANAGEMENT AGREEMENT

Are you requesting approval to utilize a management company through a management agreement?
Please provide a copy of the management agreement.

☐ Yes ☒ No

APPLICATION FOR A NEW LICENSE

6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

| Name | License Type | License Name | Municipality |
|-----------------------------|-----------------------|--------------------------|--|
| Icon Burger Acquisition LLC | Section 12-Restaurant | Wines and Malt Beverages | City of Medford, MA |
| Icon Burger Acquisition LLC | Section 12-Restaurant | Wines and Malt Beverages | Town of Westwood, MA |
| Thomas C. Ryan | Section 12-Restaurant | Wines and Malt Beverages | City of Medford & Town of Westwood, MA |

6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE

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

| Name | License Type | License Name | Municipality |
|------|--------------|--------------|--------------|
| | | | |
| | | | |
| | | | |

6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION

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

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

7. OCCUPANCY OF PREMISES

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

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

Please indicate by what means the applicant will occupy the premises

Lease

Landlord Name **HC Atlantic Development LP**

Landlord Phone **508-650-3418**

Landlord Email

Landlord Address **393 Totten Pond Rd., Suite 203, Waltham, MA 02451-2013**

Lease Beginning Date **March 28, 2013** **Smashburger took over Sept 10 2018** Rent per Month **\$7,816.66**

Lease Ending Date **March 28, 2023** Rent per Year **\$93,800.00**

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

☐ Yes ☒ No

APPLICATION FOR A NEW LICENSE

8. FINANCIAL DISCLOSURE

| | |
|---------------------------------------|--------------|
| A. Purchase Price for Real Estate | N/A |
| B. Purchase Price for Business Assets | \$333,333.00 |
| C. Other (Please specify) Inventory | \$10,000 |
| D. Total Cost | 343,000.00 |

SOURCE OF CASH CONTRIBUTION

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

| Name of Contributor | Amount of Contribution |
|--------------------------------------|------------------------|
| Smashburger Acquisition - Boston LLC | \$343,333.00 |
| | |
| | |
| | |
| Total: | \$343,333.00 |

SOURCE OF FINANCING

Please provide signed financing documentation.

| Name of Lender | Amount | Type of Financing | Is the lender a licensee pursuant to M.G.L. Ch. 138. |
|----------------|--------|-------------------|--|
| N/A | | | <input type="radio"/> Yes <input type="radio"/> No |
| | | | <input type="radio"/> Yes <input type="radio"/> No |
| | | | <input type="radio"/> Yes <input type="radio"/> No |
| | | | <input type="radio"/> Yes <input type="radio"/> No |

FINANCIAL INFORMATION

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

N/A

9. PLEDGE INFORMATION

Please provide signed pledge documentation.

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

Please indicate what you are seeking to pledge (check all that apply) ☐ License ☐ Stock ☐ Inventory

To whom is the pledge being made? N/A

10. MANAGER APPLICATION

A. MANAGER INFORMATION

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

| | | | | | |
|---|---|---------------|--------------|-----|------------|
| Proposed Manager Name | Alan Wright | Date of Birth | 02/08/1983 | SSN | [REDACTED] |
| Residential Address | 14 Holly Farm dr <i>mashpee, Ma 02649</i> | | | | |
| Email | alial7474@gmail.com | Phone | 508-525-2623 | | |
| Please indicate how many hours per week you intend to be on the licensed premises | | | | 45 | |

B. CITIZENSHIP/BACKGROUND INFORMATION

Are you a U.S. Citizen?*

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

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

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

☐ Yes ☒ No

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

| Date | Municipality | Charge | Disposition |
|------|--------------|--------|-------------|
| | | | |
| | | | |
| | | | |

C. EMPLOYMENT INFORMATION

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

| Start Date | End Date | Position | Employer | Supervisor Name |
|------------|----------|-----------------|-------------|-----------------|
| 03-19 | present | General Manager | Smashburger | Kim Graney |
| | | | | |
| | | | | |
| | | | | |

D. PRIOR DISCIPLINARY ACTION

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

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

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

Manager's Signature *Alan Wright* Date *5-31-19*

ServSafe
National Restaurant Association

ServSafe® CERTIFICATION

ALAN WRIGHT

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).

12545395

EXAM NUMBER

10440

EXAM FORM NUMBER

7/9/2020

DATE OF EXAMINATION

7/9/2020

DATE OF EXPIRATION

for recertification requirements.



#0065

In accordance with American National Standards Institute (ANSI) Accredited Program, Food Protection Manager Certification Examination.

the type one trademarks of the NREAF.



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



CERTIFICATE NO.
2937158

Certified ServSafe® Instructor & Registered ServSafe® Examination Proctor

ALAN WRIGHT

has successfully completed the following requirements for becoming a
Certified ServSafe® Instructor and Registered ServSafe® Examination Proctor:

- Maintaining a current ServSafe Food Protection Manager Certification *
- Completing the Online Instructor and Proctor Tutorials
- Passing the ServSafe Online Advanced Test
- Agreeing to comply with the Performance Standards

6/2/2017
DATE OF APPROVAL

6/2/2020
DATE OF EXPIRATION



Sherman Brown
Executive Vice President, National Restaurant Association Solutions



*This certificate is confirmation of your dual role status as a Certified ServSafe Instructor and as a Registered ServSafe Examination Proctor. This is NOT a ServSafe Food Protection Manager Certification and should not be conveyed as one. You must maintain a current ServSafe Food Protection Manager Certification # in order to retain your Certified ServSafe Instructor and ServSafe Examination Proctor status. Ongoing requirements to maintain your status as a Certified ServSafe Instructor and Registered ServSafe Examination Proctor may be introduced at a future date.
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CERTIFICATE OF ALLERGEN AWARENESS TRAINING

Name of Recipient: ALAN WRIGHT

Certificate Number: 3872612

Date of Completion: 4/24/2019

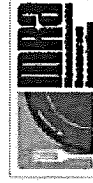
Date of Expiration: 4/24/2024



*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.massrestaurantassoc.org

NATIONAL
RESTAURANT
ASSOCIATION
800.765.2122
www.restaurant.org

This is your official TIPS certification card. Carry it with you as proof of your TIPS certification.
Congratulations!

This card certifies that you have successfully completed the TIPS (Training for Intervention Procedures) program. We value your participation and dedication to the responsible sale, service, and consumption of alcohol.

By using the techniques you have learned, you will help to provide a safer environment for your patrons, peers, and colleagues and reduce the tragedies resulting from intoxication, underage drinking, and drunk driving.

If you have any information you think would enhance the TIPS program, or if we can assist you in any way, please contact us at 800-438-8477.



Sincerely,



Adam F. Chatetz
HCI President

ID#: 5072856 Name: Alan Wright
Exam Date: 4/25/2019 Expiration Date: 4/25/2022

TIPS eTIPS On Premise 3.0 **CERTIFIED**

Issued: 4/25/2019 Expires: 4/25/2022
ID#: 5072856

Alan Wright
14 Holly Farm Dr
Mashpee, MA 02649-3100

For service visit us online at www.gettips.com

ADDITIONAL INFORMATION

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

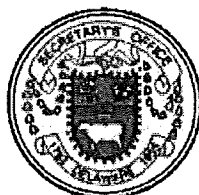
The Medford MA liquor license noted in paragraph 6A. is in process with the State.
The Westwood liquor license has been issued by the City and the State.

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT
COPY OF THE CERTIFICATE OF FORMATION OF "SMASHBURGER
ACQUISITION-BOSTON LLC", FILED IN THIS OFFICE ON THE SECOND DAY
OF MAY, A.D. 2018, AT 7:35 O'CLOCK P.M.



6869012 8100
SR# 20183289748

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JB", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

Authentication: 202629337
Date: 05-03-18

CERTIFICATE OF FORMATION

OF

Smashburger Acquisition – Boston LLC

State of Delaware
Secretary of State
Division of Corporations
Delivered 07:35 PM 05/02/2018
FILED 07:35 PM 05/02/2018
SR 20183289748 - File Number 6869012

1. The name of the limited liability company is Smashburger Acquisition – Boston LLC.

2. The address of its registered office in the State of Delaware is 160 Greentree Dr. #101 Dover, DE 19904. The name of its registered agent at such address is National Registered Agents, Inc.

IN WITNESS WHEREOF, the undersigned have executed this Certificate of Formation of Smashburger Acquisition – Boston LLC this 2nd day of May, 2018.

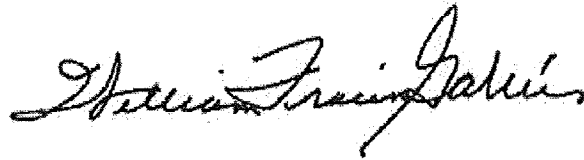
/s/ Tyrone Lufman

Tyrone Lufman – Authorized Person

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:

May 04, 2018 02:19 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

F

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Room 1717, Boston, Massachusetts 02108-1512

**Foreign Limited Liability Company
Application for Registration
(General Laws Chapter 156C, Section 48)**

Federal Identification No.: _____

(1a) The exact name of the limited liability company:

Smashburger Acquisition - Boston LLC

(1b) If different, the name under which it proposes to do business in the Commonwealth of Massachusetts:

(2) The jurisdiction* where the limited liability company was organized:

Delaware

(3) The date of organization in that jurisdiction: May 2, 2018

(4) The general character of the business the limited liability company proposes to do in the Commonwealth:

Restaurant Operation

(5) The business address of its principal office:

3900 E. Mexico Avenue
Suite 1100
Denver, CO 80210

(6) The business address of its principal office in the Commonwealth, if any:

None

(7) The name and business address, if different from principal office location, of each manager:

None

- (8) The name and business address of each person authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property recorded with a registry of deeds or district office of the land court:

NAME

ADDRESS

Tyrone Lufman

3900 E. Mexico Avenue Suite 1100
Denver, CO 80210

- (9) The name and street address of the resident agent in the Commonwealth:

C T Corporation System

155 Federal Street, Suite 700,
Boston, Massachusetts 02110

- (10) The latest date of dissolution, if specified: _____

- (11) Additional matters: _____

Signed by (by at least one authorized signatory):



Ty Lufman

C T Corporation System

resident agent of the above limited liability company, consent to my appointment as resident agent pursuant to G.L. c)56C 5 4B (or attach resident agent's consent hereto).

* Attach a certificate of existence or good standing issued by an officer or agency properly authorized in home state.

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "SMASHBURGER ACQUISITION-BOSTON LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE THIRD DAY OF MAY, A.D. 2018.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN ASSESSED TO DATE.



6869012 8300

SR# 20183317592

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBULLOCK", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed in a small font.

Authentication: 202630492

Date: 05-03-18



**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> | | LICENSEE NAME: | Smashburger Acquisition - Boston LLC | CITY/TOWN: | Natick |
|--|--|-----------------------|--------------------------------------|-------------------|--------|

APPLICANT INFORMATION

| | | | | | |
|--|---------------------------|---------------------------|------------------|--|--------------------|
| LAST NAME: | Ryan | FIRST NAME: | Thomas | MIDDLE NAME: | Clavin |
| MAIDEN NAME OR ALIAS (IF APPLICABLE): | N/A | PLACE OF BIRTH: | Grand Rapids, MI | | |
| DATE OF BIRTH: | 01/15/1957 | SSN: | [REDACTED] | ID THEFT INDEX PIN (IF APPLICABLE): | N/A |
| MOTHER'S MAIDEN NAME: | Lois Birnbaum | DRIVER'S LICENSE # | [REDACTED] | STATE LIC. ISSUED: | Colorado |
| GENDER: | MALE | HEIGHT: | 6 | 1 | WEIGHT: 215 |
| EYE COLOR: | Blue | | | | |
| CURRENT ADDRESS: | 1630 N. Clarkson St. #708 | | | | |
| CITY/TOWN: | Denver | STATE: | CO | ZIP: | 80218 |
| FORMER ADDRESS: | 630 N. Clarkson Street | | | | |
| CITY/TOWN: | Denver | STATE: | CO | ZIP: | 80218 |

PRINT AND SIGN

| | | | |
|----------------------|----------------|--------------------------------------|--|
| PRINTED NAME: | Thomas C. Ryan | APPLICANT/EMPLOYEE SIGNATURE: | |
|----------------------|----------------|--------------------------------------|--|

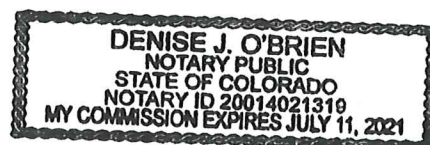
NOTARY INFORMATION

| | | | |
|---|-----------|---|----------------|
| On this | 3-27-2019 | before me, the undersigned notary public, personally appeared | Thomas C. Ryan |
| (name of document signer), proved to me through satisfactory evidence of identification, which were | | driver's license and in person | |
| 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 DCJI Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJI. 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 DCJI 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> | | LICENSEE NAME: Smashburger #1707 | CITY/TOWN: Natick |
|---|--|----------------------------------|-------------------|

APPLICANT INFORMATION

| | | |
|---------------------------------------|--------------------------------|-------------------------------------|
| LAST NAME: Wright | FIRST NAME: Alan | MIDDLE NAME: T |
| MAIDEN NAME OR ALIAS (IF APPLICABLE): | PLACE OF BIRTH: Trenton, NJ | |
| DATE OF BIRTH: 02/08/1983 | SSN: [REDACTED] | ID THEFT INDEX PIN (IF APPLICABLE): |
| MOTHER'S MAIDEN NAME: Wright | DRIVER'S LICENSE #: [REDACTED] | STATE LIC. ISSUED: Massachusetts |
| GENDER: MALE | HEIGHT: 6 | WEIGHT: 254 |
| EYE COLOR: Brown | | |
| CURRENT ADDRESS: 14 Holly Farm Dr | | |
| CITY/TOWN: Mashpee | STATE: Ma | ZIP: 02649 |
| FORMER ADDRESS: | | |
| CITY/TOWN: | STATE: | ZIP: |

PRINT AND SIGN

| | |
|---------------------------|--|
| PRINTED NAME: Alan Wright | APPLICANT/EMPLOYEE SIGNATURE: <i>Alan Wright</i> |
|---------------------------|--|

NOTARY INFORMATION

On this 31st day of May, 2019 before me, the undersigned notary public, personally appeared alan wright
(name of document signer), proved to me through satisfactory evidence of identification, which were macl
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.

Elizabeth Gelinus
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 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.



ELIZABETH GELINAS
Notary Public
Commonwealth of Massachusetts
My Commission Expires March 11, 2022

We the People

Of the United States,
in Order to form a more perfect Union,
establish justice, insure domestic Tranquility,
promote 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



Alan Terrell Wright

SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FOLIA DEL TITULAR

3

PASSPORT
PASSEPORT
PASAPORTE

UNITED STATES OF AMERICA

Type / Type / Tipo

P

USA

588645474

Surname / Nom / Apellido

WRIGHT

Given Names / Prénoms / Nombres

ALAN TERRELL JAMES

Nationality / Nationalité / Nacionalidad

UNITED STATES OF AMERICA

Date of birth / Date de naissance / Fecha de nacimiento

08 Feb 1983

Place of birth / Lieu de naissance / Lugar de nacimiento

NEW JERSEY, U.S.A.

Date of issue / Date de délivrance / Fecha de expedición

08 Mar 2017

Date of expiration / Date d'expiration / Fecha de caducidad

07 Mar 2027

Endorsements / Mentions Spéciales / Acreditaciones

SEE PAGE 27

Authority / Autorité / Autoridad

United States

Department of State

USA



CORPORATE VOTE

The Board of Directors or LLC Managers of

Smashburger Acquisition - Boston LLC

Entity Name

duly voted to apply to the Licensing Authority of

Natick

and the

City/Town

Commonwealth of Massachusetts Alcoholic Beverages Control Commission on

Date of Meeting

For the following transactions (Check all that apply):

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

"VOTED: To authorize

Thomas C. Ryan

Name of Person

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

"VOTED: To appoint

Alan Wright

Name of Liquor License Manager

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

A true copy attest,

For Corporations ONLY

A true copy attest,

Corporate Officer/LLC Manager Signature

Corporation Clerk's Signature



September 01, 2018 through September 28, 2018
Account Number: 000000958910820

two ways: (a) if the failed Bank's assets were transferred to an acquiring institution, the swept funds would be returned back into the beneficial owner's deposit account on the business day following the failure of the Bank; or (b) if the failed Bank will be dissolved, the beneficial owner would receive a check or other payment from the FDIC to reacquire the beneficial owner's allotted interest in the money market fund in accordance with the FDIC's normal procedures. If the funds are not swept, such funds would remain in the deposit account, be treated as deposits, and be insured under the applicable insurance rules and limits of the FDIC.

End-of-Day Loan Sweep & Fed Funds Borrowed Sweep

In the event of a failure of the Bank, funds swept as part of the Loan Payment Option, or the pay down component of the Loan Borrowing and Payment Option or the payment component of Fed Funds Borrowed, as reflected on the Bank's end-of-day ledger balance, would not be considered deposits by the FDIC, but such swept funds would reduce the loan balance or Fed Funds Borrowed balance owed by the customer to the receivership estate of the Bank.

Physical Cash Concentration (In-Country Sweeps, Cross Currency Sweeps & Just In Time Funding (JIT))

In the event of a failure of the Bank, funds transferred as part of a cash concentration product will be considered deposits of the account in which the funds are held, as reflected on the Bank's end-of-day ledger balance, by the FDIC after completion of all transactions related to the cash concentration product and will be insured by the FDIC under its applicable insurance rules up to applicable limits.

Multibank Sweep

In the event of a failure of the Bank, (a) funds transferred from the Master Account at JPMorgan as part of the Multibank Sweep Service (whether the transfer actually occurs will depend on the transaction cut-off time used by the FDIC, as reflected on the Bank's end-of-day ledger balance) would not be considered deposits of the Bank by the FDIC. If the funds are transferred from the Bank, the FDIC would treat the funds as deposits at the Participant Account Bank, subject to applicable insurance (if any) rules and limits of the FDIC. If the funds are not transferred from the Bank, such funds would remain on deposit in the Master Account, be treated as deposits at the Bank, and be insured under the applicable rules and limits of the FDIC. (b) Funds transferred to the Bank from the Participant Account Bank as part of the Multibank Sweep Service will be treated as deposits in the Master Account, as reflected on the Bank's end-of-day ledger balance, and would be insured under the applicable rules and limits of the FDIC.

Multibank Sweep Contra

In the event of a failure of the Bank, (a) funds transferred from the Participant Account at the Bank as part of the Multibank Sweep Service (whether the transfer actually occurs will depend on the transaction cut-off time used by the FDIC, as reflected on the Bank's end-of-day ledger balance) would not be considered deposits of the Bank by the FDIC. If the funds are transferred from the Bank, the FDIC would treat the funds as deposits at the Master Account Bank, subject to applicable insurance (if any) rules and limits of the FDIC. If the funds are not transferred from the Bank, such funds would remain on deposit in the Participant Account, be treated as deposits at the Bank, and be insured under the applicable rules and limits of the FDIC. (b) Funds transferred to the Bank from the Master Account Bank as part of the Service will be treated as deposits in the Participant Account, as reflected on the Bank end-of-day ledger balance, and would be insured under the applicable rules and limits of the FDIC.

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CHECKING SUMMARY

Commercial Checking

| | INSTANCES | AMOUNT |
|-----------------------------------|-----------|-----------------|
| Beginning Balance | | \$13,053,117.27 |
| Deposits and Additions | 84 | 12,974,445.56 |
| Checks Paid | 522 | - 1,656,552.37 |
| Electronic Withdrawals | 92 | - 5,363,043.35 |
| Other Withdrawals, Fees & Charges | 39 | - 8,709,457.94 |
| Ending Balance | 737 | \$10,298,509.17 |



August 01, 2018 through August 31, 2018

Account Number: 000000958910820

End-of-Day Loan Sweep & Fed Funds Borrowed Sweep

In the event of a failure of the Bank, funds swept as part of the Loan Payment Option, or the pay down component of the Loan Borrowing and Payment Option or the payment component of Fed Funds Borrowed, as reflected on the Bank's end-of-day ledger balance, would not be considered deposits by the FDIC, but such swept funds would reduce the loan balance or Fed Funds Borrowed balance owed by the customer to the receivership estate of the Bank.

Physical Cash Concentration (In-Country Sweeps, Cross Currency Sweeps & Just In Time Funding (JIT))

In the event of a failure of the Bank, funds transferred as part of a cash concentration product will be considered deposits of the account in which the funds are held, as reflected on the Bank's end-of-day ledger balance, by the FDIC after completion of all transactions related to the cash concentration product and will be insured by the FDIC under its applicable insurance rules up to applicable limits.

Multibank Sweep

In the event of a failure of the Bank, (a) funds transferred from the Master Account at JPMorgan as part of the Multibank Sweep Service (whether the transfer actually occurs will depend on the transaction cut-off time used by the FDIC, as reflected on the Bank's end-of-day ledger balance) would not be considered deposits of the Bank by the FDIC. If the funds are transferred from the Bank, the FDIC would treat the funds as deposits at the Participant Account Bank, subject to applicable insurance (if any) rules and limits of the FDIC. If the funds are not transferred from the Bank, such funds would remain on deposit in the Master Account, be treated as deposits at the Bank, and be insured under the applicable rules and limits of the FDIC. (b) Funds transferred to the Bank from the Participant Account Bank as part of the Multibank Sweep Service will be treated as deposits in the Master Account, as reflected on the Bank's end-of-day ledger balance, and would be insured under the applicable rules and limits of the FDIC.

Multibank Sweep Contra

In the event of a failure of the Bank, (a) funds transferred from the Participant Account at the Bank as part of the Multibank Sweep Service (whether the transfer actually occurs will depend on the transaction cut-off time used by the FDIC, as reflected on the Bank's end-of-day ledger balance) would not be considered deposits of the Bank by the FDIC. If the funds are transferred from the Bank, the FDIC would treat the funds as deposits at the Master Account Bank, subject to applicable insurance (if any) rules and limits of the FDIC. If the funds are not transferred from the Bank, such funds would remain on deposit in the Participant Account, be treated as deposits at the Bank, and be insured under the applicable rules and limits of the FDIC. (b) Funds transferred to the Bank from the Master Account Bank as part of the Service will be treated as deposits in the Participant Account, as reflected on the Bank end-of-day ledger balance, and would be insured under the applicable rules and limits of the FDIC.

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CHECKING SUMMARY Commercial Checking

| | INSTANCES | AMOUNT |
|-----------------------------------|------------|------------------------|
| Beginning Balance | | \$12,212,589.34 |
| Deposits and Additions | 89 | 18,370,686.09 |
| Checks Paid | 435 | - 1,228,237.06 |
| Electronic Withdrawals | 102 | - 5,428,002.39 |
| Other Withdrawals, Fees & Charges | 49 | - 10,873,918.71 |
| Ending Balance | 675 | \$13,053,117.27 |



JPMorgan Chase Bank, N.A.
Colorado Market
P O Box 182051
Columbus, OH 43218 - 2051

June 30, 2018 through July 31, 2018
Account Number: 000000958910820

CUSTOMER SERVICE INFORMATION

If you have any questions about your
statement, please contact your
Customer Service Professional.

00000782 DDA 501211 21318 NNNNNNNNNN 1 000000000 80 0000
SMASHBURGER SERVICING LLC
3900 E MEXICO AVE STE 1100
DENVER CO 80210-3946



CHECKING SUMMARY

Commercial Checking

| | INSTANCES | AMOUNT |
|-----------------------------------|------------|------------------------|
| Beginning Balance | | \$14,281,458.21 |
| Deposits and Additions | 80 | 15,503,723.34 |
| Checks Paid | 585 | - 2,324,877.10 |
| Electronic Withdrawals | 103 | - 6,261,952.68 |
| Other Withdrawals, Fees & Charges | 45 | - 8,985,762.43 |
| Ending Balance | 793 | \$12,212,589.34 |

DEPOSITS AND ADDITIONS

| DATE | DESCRIPTION | AMOUNT |
|-------|---|----------------|
| 07/02 | Cash Concentration Transfer Credit From Account 000000201168819 Trn: 0003140450Xl | \$1,080,332.14 |
| 07/02 | Cash Concentration Transfer Credit From Account 000000958910838 Trn: 0009320450Xl | 318,260.90 |
| 07/03 | Cash Concentration Transfer Credit From Account 000000201168819 Trn: 0003020450Xl | 417,085.57 |
| 07/03 | Cash Concentration Transfer Credit From Account 000000958910838 Trn: 0009140450Xl | 85,114.72 |
| 07/03 | Cash Concentration Transfer Credit From Account 000000212623729 Trn: 0003120450Xl | 69,699.13 |
| 07/03 | Cash Concentration Transfer Credit From Account 000000212636820 Trn: 0003140450Xl | 14,210.76 |
| 07/03 | Orig CO Name: Smashburger Oper Orig ID: 9891082001 Desc Date: Offset CO Entry Desc: Muzak P6 Sec: CCD Trace#: 021000022540732 Eed: 180703 Ind ID: 9891082001 Ind Name: EFT File Name: Axr7Wm EFT/ACH Created Offset For Origin#: 9090209001 CO Eff Date: 18/07/03 180702 Axr7Wm Trn: 1842540732To | 23,392.41 |



JPMorgan Chase Bank, N.A.
Colorado Market
P O Box 182051
Columbus, OH 43218 - 2051

June 01, 2018 through June 29, 2018
Account Number: 000000958910820

CUSTOMER SERVICE INFORMATION

If you have any questions about your
statement, please contact your
Customer Service Professional.

00000788 DDA 501 211 18118 NNNNNNNNNN 1 000000000 80 0000
SMASHBURGER SERVICING LLC
3900 E MEXICO AVE STE 1100
DENVER CO 80210-3946



CHECKING SUMMARY Commercial Checking

| | INSTANCES | AMOUNT |
|-----------------------------------|-----------|-----------------|
| Beginning Balance | | \$18,206,347.06 |
| Deposits and Additions | 72 | 13,926,947.99 |
| Checks Paid | 525 | - 1,785,835.93 |
| Electronic Withdrawals | 102 | - 6,110,242.48 |
| Other Withdrawals, Fees & Charges | 43 | - 9,955,758.43 |
| Ending Balance | 742 | \$14,281,458.21 |

DEPOSITS AND ADDITIONS

| DATE | DESCRIPTION | AMOUNT |
|-------|---|--------------|
| 06/01 | Cash Concentration Transfer Credit From Account 000000201168819 Tm: 0002800450Xf | \$275,429.80 |
| 06/01 | Cash Concentration Transfer Credit From Account 000000958910838 Tm: 0008580450Xf | 86,146.07 |
| 06/04 | Cash Concentration Transfer Credit From Account 000000201168819 Tm: 0003020450Xf | 982,273.89 |
| 06/04 | Cash Concentration Transfer Credit From Account 000000958910838 Tm: 0008900450Xf | 305,830.59 |
| 06/05 | Cash Concentration Transfer Credit From Account 000000201168819 Tm: 0002920450Xf | 400,794.01 |
| 06/05 | Cash Concentration Transfer Credit From Account 000000958910838 Tm: 0008560450Xf | 93,101.57 |
| 06/05 | Cash Concentration Transfer Credit From Account 000000212623729 Tm: 0003020450Xf | 75,263.63 |
| 06/06 | Cash Concentration Transfer Credit From Account 000000201168819 Tm: 0002780450Xf | 346,602.27 |

ASSIGNMENT AND ASSUMPTION AND FIRST AMENDMENT TO INDENTURE OF LEASE

THIS ASSIGNMENT AND ASSUMPTION AND FIRST AMENDMENT TO INDENTURE OF LEASE (this "Assignment") is made as of the 10th day of September, 2018, by and among SAVIN BURGER, LLC, a Connecticut limited liability company ("Assignor" or "Tenant"), SMASHBURGER ACQUISITION - BOSTON LLC, a Delaware limited liability company ("Assignee") and HC ATLANTIC DEVELOPMENT LIMITED PARTNERSHIP, a Massachusetts limited partnership ("Landlord").

WITNESSETH:

WHEREAS, Landlord and Assignor entered into that certain Indenture of Lease dated March 28, 2013 (the "Lease") covering Space 18, containing approximately 2,345 square feet of floor area (the "Premises") in that certain building located on a tract of land in Natick, Middlesex County, Massachusetts, bounded on the north by Worcester Street Route 9, on the west by Dean Road and on the east by Strathmore Road, known as Sherwood Plaza, all as more particularly described in the Lease;

WHEREAS, Assignor desires to assign its position as Tenant under the aforesaid Lease to Assignee, an affiliate of Franchisor, and Assignee desires to accept such assignment and assume the duties of Tenant under such Lease; and

WHEREAS, Landlord is willing to consent to such assignment, subject to the terms and conditions as set forth below

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt in sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Lease.
2. The recitals above set forth are true and complete and incorporated herein by reference.
3. Effective as of September 10 2018 (the "Effective Date") and continuing for the remainder of the term of the Lease (including any extensions thereof), Assignor does hereby sell, assign and transfer unto Assignee, all of Assignor's leasehold interest under the aforesaid Lease.
4. Assignee does hereby accept this Assignment and agrees to perform the covenants, duties and obligations of "Tenant" under said Lease and to be bound by all of such covenants, duties and obligations of Tenant as fully and to the same extent as if Assignee had been the original party designated as "Tenant" thereunder, and Assignee shall be fully, directly and primarily liable for the performance thereof.
5. Landlord hereby consents to this Assignment for the usage specified in said Lease and in accordance with the other terms and provisions contained therein, subject to the terms, covenants, acknowledgments, representations and warranties of Landlord contained herein.
6. Landlord hereby agrees that, from and after the Effective Date, Assignor shall hereby be released from its obligations accruing under the Lease, it being expressly understood, acknowledged and agreed, however that Assignor shall remain liable for any and all obligations as Tenant under the Lease accruing prior to the Effective Date.
7. Assignor does hereby release and relinquish any and all claims which Assignor has or might hereafter have to any sums paid Landlord with respect to the Premises, whether as rent for any portion of the Premises, whether as rent for any portion of the term of the Lease which as heretofore occurred, future rent, security deposit or otherwise; and Assignor does further hereby acknowledge that Landlord has heretofore performed all of Landlord's covenants, duties and obligations under said Lease and does hereby fully release Landlord from any and all claims which Assignor has or might have against Landlord.
8. Assignor shall indemnify, defend and hold Assignee and Assignee's members, managers and officers harmless from and against any and all obligations, claims, costs, demands, losses, damages, liabilities, lawsuits, actions and other proceedings in law or in equity or otherwise, judgments, awards and expenses of every kind and

(Client Files/313558/0010/LEASE/F1256162.DOCX;4) 1

nature whatsoever, including without limitation, attorneys' fees, arising out of or relating to, directly or indirectly, or in connection with the Lease, vesting, accruing and/or arising prior to the Effective Date, the breach of any covenant of Assignor hereunder and/or the failure of any representation or warranty of Assignor hereunder.

9. The Premises are accepted by Assignee in "AS IS" condition, and Landlord shall have no obligation or liabilities to Assignee with respect to the condition, repair or maintenance of the Premises; provided, however, nothing in this Section shall be deemed to modify Landlord's repair and maintenance obligations as set forth in the Lease.

10. As of the Effective Date, the Lease is hereby amended with respect to the following provisions:

(a) Article VII, Section 3(c) shall be deleted in its entirety and replaced with the following:

"Tenant shall receive and deliver goods and merchandise only in the manner, at such times, and in such areas, as may be reasonably designated by Landlord; and all trash, waste, refuse, and the like ("Refuse") shall be suitably covered, kept in a single secure and adequate container, and screened from public view so as not to be visible to the public, the size, adequacy, and location of such container to be approved in advance by Landlord. In no event shall such storage of Refuse be located in front of the demised premises. Tenant shall arrange for regular removal of Refuse at Tenant's cost. All Refuse shall be separated and otherwise disposed of as required by applicable law and local bylaws. In the event that Landlord elects to require that Tenant use common trash services at the Shopping Center, which may include compactors or recycling containers, for all or a portion of Tenant's Refuse in lieu of arranging for removal of such Refuse at Tenant's own direct cost, Landlord shall provide Tenant with notice of such requirement, and Tenant shall thereafter pay, as additional rent, prorated charges for common disposal use divided among required users at the Shopping Center, provided such charges are not in excess of the then-existing commercially competitive rates."

(b) Article XIV, Section 1 shall be amended to modify the first sentence by replacing the phrase "one (1) mile area of the demised premises" with "five (5) mile area of the demised premises" and by deleting the second sentence in its entirety.

(c) Article XIX, Miscellaneous Provisions, Section 18, Addenda Provisions shall be amended to include the following new Subsection F as follows:

"F. Guaranty. Tenant shall provide a guaranty executed by Icon Burger Acquisition LLC ("Guarantor") in the form attached hereto as Exhibit 1. No assignment of this Lease shall affect the liability of Guarantor under the Guaranty."

11. Any notice or communication that Landlord, Assignor or Assignee desire to give or are required to give to the other(s) shall be in writing and either served personally or sent by prepaid, registered or certified mail, return receipt requested, or by any reputable so-called "overnight" or "one-day" mailing service addressed to such other party at the address(es) set forth below. Notice shall be deemed communicated within three (3) business days from the date of mailing or on the date of actual receipt, whichever date is earlier, if mailed as provided in this paragraph. The addresses for notices to Landlord, Assignor and Assignee are as follows:

LANDLORD: HC ATLANTIC DEVELOPMENT LIMITED PARTNERSHIP
c/o Harold Cohen Associates Inc.
393 Totten Pond Road Suite 203
Waltham, Massachusetts 02451-2013
Attention: Bruce Leader

With a copy to: BOWDITCH & DEWEY, LLP
200 Crossing Boulevard, Suite 300
Framingham, MA 01702
Attention: Katherine Garrahan, Esq.

ASSIGNOR: SAVIN BURGER, LLC
77 Sterling Road

(Client Files/313558/0010/LEASE/F1256162.DOCX: 4) 2

East Hartford, Connecticut 06108
Attention: Robert Savin

ASSIGNEE: SMASHBURGER ACQUISITION -- BOSTON LLC
3900 E Mexico Avenue, Suite #1100
Denver, Colorado 80210
Attention: Legal Department

With a copy to: ARNALL GOLDEN GREGORY, LLP
171 17th Street, Suite 2100
Atlanta, GA 30363
Attention: Jonathan L. Neville, Esq.

GUARANTOR: ICON BURGER ACQUISITION LLC
3900 E Mexico Avenue, Suite #1100
Denver, Colorado 80210
Attention: Legal Department

12. If any party hereto commences an action against any of the other parties arising out of or in connection with this Assignment or the Lease, the prevailing party or parties shall be entitled to recover from the losing party or parties' reasonable attorneys' fees and costs of suit.
13. This Assignment represents the entire agreement among the parties hereto with respect to the Assignment and supersedes any prior negotiations, representations or agreements, whether written or oral, with respect to the Assignment. This Assignment may be modified only by written instrument, signed by Landlord, Assignor and Assignee.
14. Each individual executing this Assignment on behalf of a partnership, corporation, limited liability company, or other entity represents that he or she is duly authorized to execute and deliver this Assignment on behalf of the partnership, corporation, limited liability company, and/or other entity, that this Assignment is binding on the partnership, corporation, limited liability company, and/or other entity, and agrees to deliver evidence of his or her authority to Landlord upon request by Landlord.
15. Except as otherwise provided herein, all terms and conditions of the Lease shall remain unmodified and in full force and effect and the assignment of the Lease to Assignee, shall have no impact upon the negotiated rights and privileges of the named "Tenant" under the Lease, regardless of whether the Lease expressly or implicitly limits the application of such rights and privileges to the original named "Tenant" under the Lease.
16. This Assignment may be executed in counterparts, and it shall be binding upon the parties as if all of said parties executed the original hereof. It is agreed that a transmission of an executed copy of this Assignment via telecopy or e-mail pdf may be relied upon as conclusive evidence of the execution of this Assignment by the party whose signature is shown on such transmission. Any party providing a signature by telecopy or e-mail pdf shall provide an original signature to all other parties within five (5) days following the execution of this Assignment. Landlord's consent to this Assignment shall not be valid and effective until Landlord shall receive a fully executed original counterpart of this instrument.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first set forth above.

LANDLORD:

HC ATLANTIC DEVELOPMENT LIMITED PARTNERSHIP,
a Massachusetts limited partnership

By: [Signature]
Name: BRUCE J. LEADER
Title: VICE-PRESIDENT

ASSIGNOR:

SAVIN BURGER, LLC,
a Connecticut limited liability company

By: [Signature]
Name: ROBERT S. BURGER
Title: President

ASSIGNEE:

SMASHBURGER ACQUISITION - BOSTON LLC,
a Delaware limited liability company

By: [Signature]
Name: Eric Reynolds
Title: CEO

AGREED AND CONSENTED TO:

FRANCHISOR:

SMASHBURGER FRANCHISING LLC,
a Delaware limited liability company

By: [Signature]
Name: Eric Reynolds
Title: CEO

EXHIBIT 1

FORM OF GUARANTY

Date of Assignment and Assumption and First Amendment to
Indenture of Lease: September 10th, 2018

Landlord: HC Atlantic Development Limited Partnership, a Massachusetts limited partnership

Assignor: Savin Burger, LLC, a Connecticut limited liability company

Tenant/Assignee: Smashburger Acquisition – Boston LLC, a Delaware limited liability company

Guarantor: Icon Burger Acquisition LLC, a Delaware limited liability company

Address: 1298 Worcester Street, Natick Massachusetts

Premises: Approximately 2,345 square feet in a Shopping Center located at Sherwood Plaza, Natick, Massachusetts.

In consideration of, and as an inducement for the granting, execution and delivery of the foregoing Assignment and Assumption and First Amendment to Indenture of Lease between Landlord, Assignor and Assignee, the undersigned, Icon Burger Acquisition LLC (hereinafter called the "Guarantor"), hereby guaranties to Landlord prompt payment of rent, as defined in the Lease (hereinafter called "Rent") and any other sums and charges payable by Tenant under the Lease, and hereby further guaranties the full and timely performance and observance of all the covenants, terms, conditions and agreements therein provided to be performed and observed by Tenant. Guarantor hereby covenants and agrees to and with Landlord that if Tenant shall default in the payment of any Rent, or if Tenant should default in the performance and observance of any of the terms, covenants, provisions, or conditions contained in the Lease, provided notice of such Tenant defaults under the Lease are properly delivered to Guarantor at the address set forth in Section 11 of the Assignment and Assumption and First Amendment to Indenture of Lease, Guarantor shall and will forthwith pay the Rent to Landlord and any arrears thereof, and shall and with forthwith faithfully perform and fulfill all of such terms, covenants, conditions, and provisions, and will forthwith pay to Landlord all damages that may arise in consequence of any default by Tenant under the Lease, including, without limitation, all reasonable attorney's fees and disbursements incurred by Landlord or caused by any such default and/or by the enforcement of this guaranty, and Landlord shall accept any cure from Guarantor during any notice and cure period provided under the Lease as if Tenant had actually cured same. In the event there is more than one Guarantor, the obligations of the Guarantor hereunder shall be joint and several among all parties signing as Guarantor.

This guaranty is an absolute and unconditional guaranty of payment and of performance without regard to the validity, regularity, or enforceability of any obligation of Tenant and regardless of any law, regulation, or decree now or hereafter in effect which might in any manner affect the obligation of Tenant, any rights of Landlord, or cause or permit to be invoked any alteration of time, amount, currency, or manner of payment of any of the obligations hereby guaranteed. It shall be enforceable against Guarantor without the necessity for any suit or proceedings on Landlord's part of any kind or nature whatsoever against Tenant and without the necessity of any notice of nonpayment, nonperformance, or nonobservance or of any notice of acceptance of this guaranty or of any other notice of demand to which Guarantor might otherwise be entitled, all of which Guarantor hereby expressly waives; and Guarantor hereby expressly agrees that the validity of this guaranty and the obligations of Guarantor hereunder shall in nowise be terminated, affected, diminished, or impaired by reason of the assertion or the failure to assert by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of the Lease.

This guaranty shall be a continuing guaranty, and the liability of Guarantor hereunder shall in no way be affected, modified, or diminished by reason of any assignment by Tenant, or by reason of any dealings or transactions or matter or thing occurring between Landlord and Tenant, or by reason of any bankruptcy, insolvency, reorganization, arrangement, assignment for the benefit of creditors, receivership or trusteeship affecting Tenant, whether or not notice thereof is given to Guarantor, unless otherwise agreed upon by Landlord. Guarantor hereby consents that the obligations and liabilities of Tenant under the Lease may, from time to time, be renewed, extended, modified, compromised, released, or waived by Landlord, all without notice to or assent by Guarantor, as if Landlord has obtained the prior written consent of Guarantor, and Guarantor shall remain bound hereunder in respect of the obligations of Tenant under the Lease as same shall have been renewed, extended, modified, compromised, released or waived.

All of Landlord's rights and remedies under the Lease or under this guaranty are intended to be distinct, separate and cumulative, and no such right or remedy therein or herein mentioned is intended to be in exclusion of or a waiver of any of the others.

Whenever used in this guaranty, the terms Guarantor, Landlord, and Tenant shall include the respective successors and assigns of the party named as such.

As further inducement to Landlord to make and enter into the Assignment and Assumption and First Amendment to Indenture of Lease, and in consideration thereof, Landlord and Guarantor covenant and agree that in any action or proceeding brought on, under or by virtue of this guaranty, Landlord and Guarantor shall and do hereby waive trial by jury to the maximum extent permitted by applicable law. This guaranty shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

Icon Burger Acquisition LLC

Date: September 10, 2018

By: [Signature]
Name: Brian Reynolds
Title: CEO

SHERWOOD PLAZA

LEASE

TO

SMASHBURGER

TABLE OF CONTENTS

| | |
|--|----|
| <u>Article I. PREMISES</u> | 1 |
| <u>Article II. TERM OF LEASE</u> | 1 |
| <u>Article III. RENT</u> | 2 |
| <u>Article IV. REMODELLING</u> | 3 |
| <u>Article V. MAINTENANCE OF COMMON AREAS</u> | 3 |
| <u>Article VI. UTILITIES</u> | 4 |
| <u>Article VII. USE OF PREMISES</u> | 4 |
| <u>Article VIII. MAINTENANCE OF BUILDING, ETC.</u> | 7 |
| <u>Article IX. INDEMNITY AND PUBLIC LIABILITY INSURANCE</u> | 8 |
| <u>Article X. LANDLORD'S ACCESS TO PREMISES</u> | 9 |
| <u>Article XI. INSURANCE</u> | 10 |
| <u>Article XII. DAMAGE CLAUSE</u> | 11 |
| <u>Article XIII. EMINENT DOMAIN</u> | 12 |
| <u>Article XIV. OTHER STORES</u> | 12 |
| <u>Article XV. TAXES</u> | 13 |
| <u>Article XVI. BANKRUPTCY OR INSOLVENCY</u> | 13 |
| <u>Article XVII. LANDLORD'S REMEDIES</u> | 17 |
| <u>Article XVIII. PROVISIONS RELATIVE TO THE SHOPPING CENTER</u> | 19 |
| <u>Article XIX. MISCELLANEOUS PROVISIONS</u> | 19 |
| EXHIBIT "A" SITE PLAN | |
| EXHIBIT "B" DEFINITION OF GROSS SALES | |
| EXHIBIT "C" SIGNS | |
| EXHIBIT "D" TENANT'S COMMON AREA MAINTENANCE CHARGE | |
| EXHIBIT "E" TAXES | |
| EXHIBIT "F" CONDITION OF THE PREMISES | |
| EXHIBIT "G" SMASHBURGER FRANCHISING LLC'S REQUIRED LEASE ADDENDUM | |

INDENTURE OF LEASE

THIS INDENTURE OF LEASE made the 28th day of March, 2013, by and between HC ATLANTIC DEVELOPMENT LIMITED PARTNERSHIP, a Massachusetts limited partnership with a mailing address c/o Harold Cohen Associates, Inc., 393 Totten Pond Road, Suite 203, Waltham, Massachusetts 02451-2013 (hereinafter referred to as "Landlord"), of the one part; and SAVIN BURGER, LLC, a Connecticut limited liability company, having a mailing address of 77 Sterling Road, East Hartford, CT 06108 (hereinafter referred to as "Tenant") of the other part.

WITNESSETH:

ARTICLE I. PREMISES

Section 1. The Landlord hereby leases to the Tenant, and the Tenant hereby leases from the Landlord, upon and subject to the terms and provisions of this lease, the portion of the building (which portion is sometimes hereinafter referred to as the "demised premises") shown as Space 18 on Exhibit "A" hereto annexed and made a part hereof, having frontage of approximately 27.3 feet with a depth which varies, containing a total square footage of 2,345 square feet. Said building is located, as shown on said Exhibit, on a tract of land in Natick, Middlesex County, Massachusetts, bounded on the north by Worcester Street Route 9, on the west by Dean Road and on the east by Strathmore Road, now known as Sherwood Plaza.

Excepting and reserving to Landlord the roof and exterior walls of the building or buildings of which the demised premises are a part except that no material change in the condition of said walls or roof shall be made by the Landlord without the Tenant's consent (which shall not be unreasonably withheld or delayed) unless necessary in the repair or maintenance thereof, as hereinafter provided; and further reserving to the Landlord the right to replace and maintain and repair such utility lines, pipes, and the like in, over and upon the demised premises as have been installed in the building.

ARTICLE II. TERM OF LEASE

Section 1. TO HAVE AND TO HOLD the demised premises unto Tenant for the term of one hundred twenty (120) calendar months (plus the partial month, if any) immediately following the commencement of the term hereof.

Section 2. The term hereof shall commence on the earlier to occur of: (i) the one hundred twentieth (120th) day following the last to occur of (a) Tenant's receipt of a lease executed by Landlord, (b) Tenant's receipt of Landlord's approval of Tenant's plans and specifications for Tenant's Initial Work (hereafter defined), (c) Landlord's delivery of possession of the demised premises (d) the Permit Receipt Date (hereafter defined), or (ii) the date that Tenant shall first open for business.

The parties hereto agree to execute a supplemental instrument establishing the commencement date and expiration date of the term of this lease as soon as the same has been determined.

Section 3. The Tenant, subsequent to delivery of possession and prior to the commencement of the term hereof, shall be permitted to install fixtures and other equipment and to do other work, provided, however, that such activities of the Tenant shall not interfere with the normal conduct of business in the balance of the Shopping Center.

ARTICLE III. RENT

Section 1. The Tenant covenants and agrees to pay to the Landlord at Landlord's office in Waltham, or at such place as Landlord shall from time to time designate in writing, minimum rent for the demised premises, in advance, on the first day of each and every month during the term hereof, at the following rates: (i) for and with respect to the first three months of the initial term hereof, at the rate of \$1.00 per month, and (ii) for and with respect to the next ensuing fifty-seven calendar months of the initial term hereof, at the rate of \$93,800.00 per annum (and proportionately at such rate for any partial month at the beginning of the initial term hereof) and (iii) for and with respect to the balance of the initial term hereof, at the rate of \$105,525.00 per annum.

Until further notice from Landlord all checks shall be made payable to HC ATLANTIC DEVELOPMENT LIMITED PARTNERSHIP, and shall be sent c/o Harold Cohen Associates, Inc., 393 Totten Pond Road, Suite 203, Waltham, MA 02451-2013. For and with respect to each installment of minimum rent that is not paid within ten (10) days of the date when due, Tenant shall pay to Landlord, on demand, as additional rent, a late charge in an amount equal to five percent (5%) of the amount of the overdue payment for the purpose of defraying Landlord's administrative expenses relative to handling such overdue payment.

Section 2. The first "lease year" is hereby defined to mean the twelve (12) full calendar months, plus the partial month, if any, commencing on the date that the Tenant shall first open for business in the demised Premises, and thereafter, the term "lease year" is hereby defined to mean each twelve (12) calendar month period following the expiration of the first lease year of the term hereof.

ARTICLE IV. REMODELLING

Section 1. Tenant acknowledges that Tenant has inspected the demised premises and agrees to accept possession of the same on a strictly "AS IS" basis, without any representation or warranty by Landlord with respect to the condition thereof except that Landlord agrees to perform the following work ("Landlord's Work"). Landlord shall cause the demised premises, at the time of delivery of possession thereof to Tenant, to be (i) in the condition described in Exhibit F, and (ii) in compliance with all federal, state and local codes, and (iii) free of any hazardous substance and/or asbestos of which Landlord is aware and which have not been remediated in compliance with applicable law

Section 2. Promptly following delivery of possession of the demised premises to Tenant and the Permit Receipt Date (hereinafter defined), Tenant shall perform all work ("Tenant's Initial Work") necessary in order properly to equip the demised premises for the conduct of Tenant's business therein in accordance with plans and specifications approved by Landlord. Tenant agrees timely to apply for a beer and wine license and all permits necessary for the commencement of Tenant's Initial Work, including without limitation, all permits necessary for Tenant's signage at the demised premises and to diligently pursue the obtaining of such permits (collectively, the "Permits"). The date of the receipt of the Permits is herein referred to as the "Permit Receipt Date." In the event the Permit Receipt Date shall not have occurred, for any reason, prior to August 31, 2013, Landlord and Tenant shall each have, thereafter until the Permit Receipt Date shall have occurred, the right and option to terminate this Lease by five (5) days' notice to the other party as the terminating party's sole remedy.

ARTICLE V. MAINTENANCE OF COMMON AREAS

Section 1. With regard to the parking facilities now constructed on the Shopping Center, Landlord agrees to cause said parking facilities, including lighting thereof, to be maintained in reasonably good repair and in reasonably clean condition, and reasonably clear of snow at all times.

Section 2. The Landlord agrees that the Tenant shall, during the term hereof, with others, have the nonexclusive right to use the parking facilities designated by the Landlord within the Shopping Center (including any parking areas outside the Shopping Center provided and designated by Landlord) for the accommodation and parking of such automobiles of the Tenant, its officers, agents and employees, and its customers while shopping in the Shopping Center; but it is understood and agreed that the Landlord shall have the right to designate from time to time, and to change from time to time, the portions of the Shopping Center that shall be used as parking areas, approaches, exits, entrances, roadways, and the like, provided, except to the extent otherwise required by governmental authorities, such changes shall not reduce parking in front of the demised premises or materially reduce the number of available parking spaces in the Shopping Center, or materially obstruct access to or the visibility of the demised premises. Landlord agrees, however, not to place any kiosk or display elements or other obstructions in that portion of the common areas of the Shopping Center outlined on Exhibit "A" as "Visibility Area" if such placement would unreasonably interfere with the visibility of Tenant's storefront or exterior signage from Route 9.

Section 3. In addition to all of the payments herein provided to be made by Tenant to Landlord, and as part of the total rent to be paid by Tenant to Landlord, the Tenant covenants and agrees to pay to Landlord the amount set forth, or determined as provided in, Exhibit "D" hereto annexed and hereby made a part hereof.

Section 4. Tenant agrees to cause Tenant's employees to park their cars only on such areas as Landlord may from time to time designate as employee parking areas and such employee parking areas may be outside the Shopping Center but shall be within a reasonable distance of the demised premises.

Section 5. Tenant shall also have a license (revocable at any time by Landlord), at no additional charge to Tenant, to use a portion of the area outside of the demised premises as shown

on Exhibit "A" as an outdoor seating area for Tenant's customers but the use of such area shall always be subject to the following conditions: (a) that such use of such outdoor area shall always comply with all laws, rules, regulations and directives of every kind and nature of every governmental and quasi governmental authority having jurisdiction there over, and (b) Tenant shall maintain (including, without limitation, the removal of all trash, refuse and debris therefrom), clean and police such area at Tenant's sole cost and expense, and (c) no alcoholic beverages of any kind shall be permitted to be consumed in such area, and (d) Tenant's customers do not annoy or molest any other patrons of the Shopping Center or congregate in a manner as to interfere with the normal and ordinary functioning of the Shopping Center or any portion thereof as a first class, family oriented shopping center. In addition, the terms and provisions of subsection B of Section 18 of Article XIX shall apply to the use of such area by Tenant.

ARTICLE VI. **UTILITIES**

Section 1. Tenant shall pay for all of its requirements for utilities, including, but not limited to, gas, steam, water, electricity, sewer charges, and the like, including all utilities necessary for heating and air conditioning its premises. In the event that Landlord shall elect to supply any of such utilities, Tenant agrees to purchase the same from Landlord, provided the rate does not exceed the rate which Tenant would be required to pay to the utility company furnishing the same to the Shopping Center. Further, Tenant shall pay for all utilities consumed on the demised premises from the date of delivery of possession thereof by Landlord to Tenant to the date of the commencement of the term of this lease.

ARTICLE VII. **USE OF PREMISES**

Section 1. It is understood, and the Tenant so agrees, that the demised premises during the term of this lease shall be used and occupied by the Tenant only for the operation of a high quality, family oriented dine-in hamburger and take out restaurant serving prepared burgers and other related food items as are typically sold in Smashburger restaurants, and for no other purpose or purposes. Landlord acknowledges that Tenant intends promptly to apply for all permits and licenses necessary in connection with the sale of beer and wine for on-premises consumption at the demised premises, and Landlord agrees that, provided Tenant complies with all of the terms and provisions hereof, Tenant may do so.

For such period of time as there shall be served in the demised premises alcoholic beverages of any kind, Tenant agrees to maintain, with responsible insurance companies approved by Landlord, and in limits approved by Landlord (initially, such approved limits being \$1,000,000), so-called "dram shop" insurance, which shall adequately insure Landlord and Landlord's agents, principals and co-principals, disclosed or undisclosed, and lenders against all claims, demands or actions for injury to, or death of, one person or multiple persons, in one or more accidents, and for damage to property, as well as for damages due to the loss of means of support, so that at all times Landlord will be fully and completely protected against any claims which may arise by reason of the dispensing of alcoholic beverages in the demised premises. Certificates of such insurance shall at all times be deposited with the Landlord, showing current insurance in force; and all such policies shall provide that the same may not be cancelled or the coverage reduced without at least ten (10) days' prior written notice to Landlord.

Section 2. Neither Tenant's ability to obtain any permits or licenses in connection with the sale of beer and wine nor Tenant's ability otherwise to sell beer and wine shall be a condition to this lease, and this lease shall remain in full force and effect regardless whether Tenant is able to sell beer and wine from the demised premises except that, if Tenant shall have applied for such permits or licenses and shall have diligently pursued the obtaining of such permits or licenses (which Tenant hereby agrees to do), and Tenant shall not have obtained such permits or licenses on or before the sixtieth day following the execution hereof by Tenant, either Landlord or Tenant may terminate this Lease by delivery of notice of termination to the other of them given before the sixty-fifth day following the execution hereof by Tenant (the "Outside Lease Termination Date"). If neither party shall have given such notice on or before the Outside Lease Termination Date (time being of the essence), the right to terminate this Lease on account of failure to obtain such permit shall be void and of no further force or effect. Furthermore, Tenant acknowledges and agrees that Landlord shall not be required to commence Landlord's work until a reasonable time after the earlier of the receipt of such permit by Tenant or the Outside Lease Termination Date. In no event shall Tenant sell or dispense beer and wine other than in strict compliance with all laws, rules and regulations pertaining thereto, and in no event shall Tenant sell or dispense alcoholic beverages other than beer and wine from the demised premises nor shall Tenant sell or dispense beer or wine or both for other than on-premises consumption. SEE ADDITIONAL PROVISIONS in subsection B of Section 18 of Article XIX.

Section 3. Tenant further agrees to conform to the following provisions during the entire term of this lease:

- (a) Tenant shall always conduct its operations in the demised premises under its present trade name or the trade name required by its franchisor and utilized for similar operations of franchisor in New England, unless Landlord shall otherwise consent in writing, which consent shall not be unreasonably withheld.
- (b) No sales or promotions may be conducted within the demised premises other than in the normal course of the Tenant's continuing business operations therein. Without limiting the generality of the foregoing, no auction, fire, bankruptcy, "lost our lease" or "going out of business" sales (or the like, however denominated) may be conducted within the demised premises without the previous written consent of the Landlord.
- (c) Tenant shall not use the sidewalks adjacent to the demised premises or the recessed vestibules, if any, of the demised premises for business purposes without the previous written consent of the Landlord except as explicitly provided in Section 5 of Article VI hereinabove.
- (d) Tenant shall keep the display windows of the demised premises clean and shall keep the same electrically lighted during such periods of time as windows throughout a major portion of the Shopping Center development are kept lighted.

- (e) Tenant shall receive and deliver goods and merchandise only in the manner, at such times, and in such areas, as may be designated by Landlord; and all trash, refuse and the like shall be kept in covered metal cans, which metal cans shall be kept within the demised premises at all times or in a locked metal dumpster placed by Tenant in a location designated by Landlord, and in no event stored outside of the same. All trash, refuse and the like shall be separated and otherwise disposed of as required by applicable law.
- (f) Tenant shall not place on the exterior of the demised premises (including, but without limitation, windows, doors, and entrance lobbies) any signs other than those which shall first have been approved by Landlord, including replacements thereof. The signs desired by Tenant shall be indicated in Tenant's plans and specifications to be submitted to Landlord for approval, and the same shall conform to the provisions of Exhibit "C" hereto annexed and hereby made a part hereof.
- (g) Tenant shall not perform any act or carry on any practice which may injure the demised premises or any other part of the Shopping Center, or cause any offensive odors or loud noise (including, but without limitation, the use of loudspeakers), or constitute a nuisance or menace to any other occupant or other persons in the Shopping Center, and in no event shall any loud noises or offensive or obnoxious odors be emitted from the demised premises.
- (h) The demised premises will be opened for business as promptly as possible after execution hereof and, for a period of twelve complete calendar months thereafter, will be kept open for business at least during the usual business days and hours of a majority of the occupants of the Shopping Center.
- (i) Tenant shall not use any portion of the demised premises for storage or other services, except for its operations in the demised premises.
- (j) Tenant agrees that it and its employees and others connected with the Tenant's operations at the demised premises will abide by all reasonable rules and regulations from time to time established by the Landlord by written notice to the Tenant with respect to such Shopping Center.
- (k) Tenant shall not use, handle, store, or dispose of any oil (other than cooking oil), hazardous or toxic materials or hazardous or toxic wastes (collectively, "hazardous materials") in or about the Shopping Center. If the transportation, storage, use or disposal of any hazardous materials anywhere on the Shopping Center in

connection with Tenant's use of the demised premises results in (1) contamination of the soil or surface or ground water, or (2) loss or damage to person(s) or property, then Tenant agrees to respond in accordance with the following paragraph:

Tenant agrees (i) to notify Landlord immediately of any contamination, claim or contamination, loss or damage, (ii) after consultation and approval by Landlord, to clean up the contamination in full compliance with all applicable statutes, regulations and standards, and (iii) to indemnify, defend and hold Landlord harmless from and against any claims, suits, causes of action, costs and fees, including attorneys' fees, arising from or connected with any such contamination, claim of contamination, loss or damage. This provision shall survive the termination of this lease. No consent or approval of Landlord shall in any way be construed as imposing upon Landlord any liability for the means, methods, or manner of removal, containment or other compliance with applicable law for and with respect to the foregoing. Tenant shall immediately notify Landlord upon Tenant's receipt of any inquiry, notice, or threat to give notice by any governmental authority or any other third party with respect to any hazardous materials.

- (l) Tenant agrees that, within the demised premises, it shall be responsible for compliance with the Americans with Disabilities Act 942 U.S.C. §12101 et. seq.) and the regulations and Accessibility Guidelines for Buildings and Facilities issued pursuant thereto.

Section 4. Notwithstanding any other provisions of this lease, Tenant covenants and agrees that it will not assign this lease or sublet (which term, without limitation, shall include the granting of concessions, licenses, and the like) the whole or any part of the demised premises without in each instance having first received the express written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed, and in any case where Landlord shall consent to such assignment or subletting, the Tenant named herein shall remain fully liable for the obligations of the Tenant hereunder, including, without limitation, the obligation to pay the rent and other amounts provided under this lease. Landlord shall not be considered to be unreasonable in withholding consent to a proposed assignee or sublessee if Tenant shall not have demonstrated to Landlord's reasonable satisfaction, as determined in Landlord's sole discretion, that : (i) the proposed assignee or sublessee has adequate net worth and liquidity to operate Tenant's business and fulfill Tenant's obligations hereunder, and, in no event shall such net worth or liquidity be less than that of Tenant at the time of entering into this lease or at the time of entering into the assignment or sublease, whichever is greater, and (ii) the proposed assignee or sublessee or the principals thereof shall have sufficient experience successfully operating a business of the type operated by Tenant to demonstrate to Landlord their ability to do so, and (iii) the proposed assignee or sublessee and the principals thereof are of impeccable character and reputation, both business and personal. The provisions of this Section 3 shall not, however, be applicable to an assignment of

this lease by Tenant to a subsidiary or controlling corporation, provided (and it shall be a condition of the validity of any such assignment) that such subsidiary or controlling corporation agrees directly with Landlord to be bound by all of the obligations of the Tenant hereunder, including, without limitation, the obligation to pay the rent and other amounts provided for under this lease, the covenant to use the demised premises only for the purposes specifically permitted under this lease, and the covenant against further assignment and provided further that such subsidiary or controlling corporation remain a subsidiary or controlling corporation throughout the then remaining term of this lease. In any event, no assignment or subleasing shall relieve the Tenant herein named of any of its obligations hereunder, and the Tenant shall remain fully liable therefor.

ARTICLE VIII. **MAINTENANCE OF BUILDING, ETC.**

Section 1. Other than as provided below in this Section, Landlord agrees to keep in good order, condition, and repair the roof, foundations and structural portions of the demised premises to the extent, but only to the extent, originally constructed by Landlord and existing as of the date of this Lease (except Landlord shall not be responsible for glass and glass windows and the so called store front, irrespective of which party installed the same), except for any damage thereto caused by any willful act or negligence of Tenant, its employees, agents, licensees, or contractors. Landlord shall not be responsible to make any other improvements or repairs of any kind upon the demised premises other than the performance of Landlord's Work as expressly required by this Lease, but this paragraph is not intended to refer to damage by fire or other insured risk to the demised premises, provision for which is hereinafter made.

Section 2. Except as specifically herein otherwise provided, Tenant agrees that from and after the date that possession of the demised premises is delivered to Tenant, and until the end of the term hereof, it will keep neat and clean and maintain in good order, condition and repair, the demised premises and every part thereof, including, without limitation, the new façade to be constructed by Tenant, the store front and the exterior and interior portions of all doors, windows, plate glass and showcases surrounding the demised premises, all plumbing and sewage facilities within the demised premises, fixtures and interior walls, floors, ceilings, signs (including exterior signs where permitted), and all wiring, electrical systems, interior building appliances, HVAC equipment, and similar equipment, replacing any and all of the foregoing if and when required. Tenant agrees to keep in full force and effect a standard service contract for the HVAC system serving the demised premises throughout the term of this lease, in form and with a service provider reasonably acceptable to Landlord. Notwithstanding this or any other provision in this lease, Tenant agrees that Tenant will not perform any work on or about the roof of the demised premises unless such work is done by a contractor licensed by the manufacturer of the roof to perform such work and otherwise approved by Landlord. Tenant shall, at Tenant's expense, repaint, refurbish and remodel the demised premises and any part and portion thereof from time to time to assure that the same are kept in a first class, tenantable, and attractive condition throughout the term of this lease. There is excepted from this paragraph, however, damage to such portions of the demised premises originally constructed by Landlord as is caused by those hazards which are covered by the policies of fire insurance with extended coverage endorsements carried by Landlord and described in ARTICLE XI hereof. Tenant further agrees that the demised premises shall be kept in a clean, sanitary and safe condition in accordance with the laws of the Commonwealth of Massachusetts and ordinances of the Town of Natick, and in accordance with all directions, rules and regulations of the

Health Officer, Fire Marshal, Building Inspector, and other proper officers of the governmental agencies having jurisdiction thereover. Tenant shall not permit or commit any waste.

Section 3. Tenant shall not make any alterations, improvements and/or additions to the demised premises without first obtaining, in each instance, the written consent of Landlord, which consent Landlord agrees will not be unreasonably withheld, except that Tenant may make non structural alterations to the interior costing not more than Ten Thousand Dollars (\$10,000), upon condition that such alterations shall be made in accordance with all applicable laws and in a good and first class, workmanlike manner. Any and all alterations, additions, improvements, and fixtures which may be made or installed by either Landlord or Tenant upon the demised premises and which in any manner are attached to the floors, walls or ceilings (including, without limitation, any linoleum or other floor covering of similar character which may be cemented or otherwise adhesively affixed to the floor) shall remain upon the demised premises, and at the termination of this lease shall be surrendered with the demised premises as a part thereof without disturbance, molestation or injury. However, the usual trade fixtures and furniture which may be installed in the demised premises prior to or during the term hereof at the cost of Tenant may be removed by Tenant from the demised premises upon the termination of this lease if, but only if, Tenant is not then in default hereunder. Further, Tenant covenants and agrees, at its own cost and expense, to repair any and all damage to the demised premises resulting from or caused by such removal. In no event shall the Tenant be entitled to remove any building components, including, but without limitation, the HVAC system, plumbing system, electrical system (including light fixtures and bulbs) and security gate(s) (if any). The demised premises shall be delivered to Landlord at the expiration or earlier termination of this lease in a broom clean condition and otherwise in the condition in which the same are to be maintained by Tenant under this lease, and at such expiration or earlier termination, any and all property of Tenant which has not been removed by Tenant shall be deemed abandoned by Tenant and shall become Landlord's exclusive property or may be disposed of by Landlord, at Landlord's option and at Tenant's cost and expense, without further notice or demand to Tenant and without any requirement to account for the same to Tenant.

ARTICLE IX. INDEMNITY AND PUBLIC LIABILITY INSURANCE

Section 1. Tenant agrees to indemnify and save harmless the Landlord from and against all claims of whatever nature arising from any willful act, omission or negligence of the Tenant, or Tenant's contractors, licensees, agents, servants, or employees, or arising from any accident, injury, or damage whatsoever caused to any person, or to the property of any person, or from any violation of applicable law, including, without limitation, any law, regulation, or ordinance concerning trash, hazardous materials, or other pollutant occurring during the term hereof in or about the Tenant's demised premises, or arising from any accident, injury or occurring outside of the demised premises but within the Shopping Center, where such accident, damage or injury results or is claimed to have resulted from an act or omission on the part of Tenant or Tenant's agents or employees. This indemnity and hold harmless agreement shall include indemnity against all costs, expenses and liabilities incurred in or in connection with any such claim or proceeding brought thereon, and the defense thereof.

Section 2. Tenant agrees to maintain in full force during the term hereof a policy of public liability and property damage insurance under which the Landlord (and such other persons as are in

privity of estate with Landlord as may be set out in notice from time to time) and the Tenant are named as insureds, and under which the insurer agrees to indemnify and hold Landlord and those in privity of estate with Landlord harmless from and against all cost, expense and/or liability arising out of or based upon any and all claims, accidents, injuries, and damages mentioned in Section 1 of this ARTICLE IX. Each such policy shall be non cancellable with respect to the Landlord and Landlord's said designees without ten (10) days, prior written notice to Landlord, and a duplicate original or certificate thereof shall be delivered to Landlord. The minimum limits of liability of such insurance shall be One Million Dollars (\$1,000,000) for injury or death to any one person, and Three Million Dollars (\$3,000,000) for injury or death to more than one person, and Two Hundred Fifty Thousand Dollars (\$250,000) with respect to damage to property, or a combined single limit of Three Million Dollars (\$3,000,000) for all injury, damage and loss per occurrence.

Certificates of such insurance coverage must be delivered to Landlord not later than ten (10) days after Tenant has first taken possession of the demised premises.

Section 3. Tenant agrees to use and occupy the demised premises and to use such other portions of the Shopping Center as it is herein given the right to use at its own risk and that Landlord shall have no responsibility or liability for any loss of or damage to fixtures or other personal property of Tenant. The provisions of this Section shall apply during the whole of the term hereof, and in view of the permission given to Tenant to install fixtures prior to the commencement of the term hereof, shall also apply at all times prior to the commencement of the term hereof.

Section 4. Tenant agrees that Landlord shall not be responsible or liable to the Tenant, or to those claiming by, through or under the Tenant, for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connecting with the premises demised hereunder or any of the buildings on the Shopping Center, or otherwise, or for any loss or damage resulting to the Tenant or those claiming by, through or under Tenant, or its or their property, from the bursting, stopping, or leaking of water, gas, sewer or steam pipes.

Section 5. This lease and each and every provision hereof is subject to the provisions of Massachusetts General Laws, Chapter 186, Section 15, as the same may from time to time be in force and applicable, and wherever any provision herein might be construed to violate said statute, such provision shall be construed as though it included the words "subject and to the extent enforceable in accordance with the provisions of Massachusetts General Laws, Chapter 186, Section 15."

ARTICLE X.

LANDLORD'S ACCESS TO PREMISES

Section 1. Landlord and its designees shall have the right to enter upon the demised premises in a manner, reasonable under the circumstances, to minimize disruption of Tenant's business operations at all reasonable hours for the purpose of inspecting or of making repairs to the same. If repairs are required to be made by Tenant pursuant to the terms hereof, Landlord may demand that Tenant make the same forthwith, and if Tenant refuses or neglects to commence such repairs and complete the same with reasonable dispatch, after such demand, Landlord may (but shall not be required so to do) make or cause such repairs to be made and shall not be responsible to Tenant for

any loss or damage that may accrue to its stock or business by reason thereof. If Landlord makes or causes such repairs to be made, Tenant agrees that it will forthwith, on demand, pay to Landlord the cost thereof, and if it shall default in such payment, Landlord shall have the remedies provided in ARTICLE XVII hereof.

Section 2. For a period commencing nine (9) months prior to the termination of this lease, Landlord and its designees may have reasonable access to the premises herein demised for the purpose of exhibiting the same to prospective tenants, during which period Landlord may maintain a suitable "For Rent" sign on the demised premises.

ARTICLE XI. INSURANCE

Section 1. Landlord shall keep the Shopping Center buildings insured against loss or damage by fire, with the usual extended coverage endorsements, in amounts not less than eighty per cent (80%) of the full insurable value thereof above foundation walls, but specifically excluding any property or improvements installed by or belonging to Tenant.

Section 2. Tenant agrees that it shall keep its fixtures, merchandise, equipment and other personal property from time to time located in, on or about the demised premises insured against loss or damage by fire, with the usual extended coverage endorsements. It is understood and agreed that Tenant assumes all risk of damage to its own property arising from any cause whatsoever, including, without limitation, loss by theft or otherwise.

Section 3. Insofar as and to the extent that the following provision may be effective without invalidating or making it impossible to secure insurance coverage obtainable from responsible insurance companies doing business in the Commonwealth of Massachusetts (even though extra premium may result therefrom): Landlord and Tenant mutually agree that with respect to any loss which is covered by insurance then being carried by them, respectively, the one carrying such insurance and suffering said loss releases the other of and from any and all claims with respect to such loss; and they further mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof. In the event that extra premium is payable by either party as a result of this provision, the other party shall reimburse the party paying such premium the amount of such extra premium. If, at the written request of one party, this release and non subrogation provision is waived, then the obligation of reimbursement shall cease for such period of time as such waiver shall be effective, but nothing contained in this Section shall be deemed to modify or otherwise affect releases elsewhere herein contained of either party for claims.

Section 4. Tenant covenants and agrees that it will not do or permit anything to be done in or upon the demised premises or bring in anything or keep anything therein, which shall increase the rate of insurance on the demised premises or on the other buildings located on the Shopping Center above the standard rate on said premises and buildings with a restaurant located in the demised premises; and Tenant further agrees that in the event it shall do any of the foregoing, it will promptly pay to Landlord, on demand, any such increase resulting therefrom, which shall be due and payable as additional rent hereunder.

ARTICLE XII
DAMAGE CLAUSE

Section 1. In case during the term hereof the demised premises shall be partially damaged (as distinguished from "substantially damaged," as that term is hereinafter defined) by fire or other casualty, Landlord shall forthwith proceed to repair such damage and restore the demised premises, or so much thereof as was originally constructed by Landlord, to substantially their condition at the time of such damage, but Landlord shall not be responsible for any delay which may result from any cause beyond Landlord's reasonable control.

Section 2. In case during the term hereof the demised premises shall be substantially damaged or destroyed by fire or other casualty, the risk of which is covered by Landlord's insurance, this lease shall, except as hereinafter provided, remain in full force and effect, and Landlord shall, proceeding with all reasonable dispatch, repair or rebuild the demised premises, or so much thereof as was originally constructed by Landlord, to substantially their condition at the time of such damage or destruction (subject, however, to zoning laws and building codes then in existence), but Landlord shall not be responsible for any delay which may result from any cause beyond Landlord's reasonable control. In case of substantial damage or destruction, as a result of a risk which is not covered by Landlord's insurance, Landlord shall likewise be obligated to rebuild the demised premises, all as aforesaid, unless Landlord promptly after the occurrence of such event gives written notice to Tenant of Landlord's election to terminate this lease.

Section 3. However, if the demised premises shall be substantially damaged or destroyed by fire, windstorm, or otherwise within the last two (2) years of the term of this lease, either party shall have the right to terminate this lease, provided that notice thereof is given to the other party not later than sixty (60) days after such damage or destruction. If said right of termination is exercised, this lease and the term hereof shall cease and come to an end as of the date of said damage or destruction.

Section 4. In the event that the provisions of Section 1 or Section 2 of this ARTICLE XII shall become applicable, the minimum rent, and the pro rata charge specified in Section 3 of ARTICLE V of this lease, shall be abated or reduced proportionately during any period in which, by reason of such damage or destruction, there is substantial interference with the operation of the business of Tenant in the demised premises, having regard to the extent to which Tenant may be required to discontinue its business in the demised premises, and such abatement or reduction shall continue for the period commencing with such destruction or damage and ending with the completion by Landlord of such work of repair and/or reconstruction as Landlord is obligated to do. In the event of termination of this lease pursuant to this ARTICLE XII, this lease and the term hereof shall cease and come to an end as of the date of such damage or destruction.

Section 5. The terms "substantially damaged" and "substantial damage" as used in this ARTICLE XII, shall have reference to damage of such a character as cannot reasonably be expected to be repaired or the premises restored within ninety (90) days from the time that such repair or restoration work would be commenced.

ARTICLE XIII.
EMINENT DOMAIN

Section 1. If the demised premises, or such portion thereof as to render the balance (when reconstructed) unsuitable for the purposes of Tenant, shall be taken by condemnation or right of eminent domain, either party, upon written notice to the other, shall be entitled to terminate this lease, provided that such notice is given not later than thirty (30) days after Tenant has been deprived of possession. Should any part of the demised premises be so taken or condemned, and should this lease be not terminated in accordance with the foregoing provision, the Landlord covenants and agrees promptly after such taking or condemnation, and the determination of Landlord's award therein, to expend so much as may be necessary of the net amount which may be awarded to Landlord in such condemnation proceedings in restoring the demised premises to an architectural unit as nearly like their condition prior to such taking as shall be practicable. Should the net amount so awarded to Landlord be insufficient to cover the cost of restoring the demised premises, as estimated by Landlord's architect, Landlord may, but shall not be obligated to, supply the amount of such insufficiency and restore said premises as above provided, with all reasonable diligence, or terminate this lease. Where the Tenant has not already exercised any right of termination accorded to it under the foregoing portion of this paragraph, Landlord shall notify Tenant of Landlord's election not later than ninety (90) days after the final determination of the amount of the award.

Section 2. Out of any award for any taking of the Landlord's interest in the demised premises, in condemnation proceedings or by right of eminent domain, Landlord shall be entitled to receive and retain the amounts awarded for such demised premises and for Landlord's business loss. Tenant shall be entitled to receive and retain any amounts which may be specifically awarded to it in any such condemnation proceedings because of the taking of its trade fixtures or furniture and its leasehold improvements.

Section 3. In the event of any such taking of the demised premises, the minimum rent, and the pro rata charge specified in Section 3 of ARTICLE V of this lease, or a fair and just proportion thereof, according to the nature and extent of the damage sustained, shall be suspended or abated.

ARTICLE XIV.
OTHER STORES

Section 1. Tenant covenants and agrees (insofar as and to the extent that it is lawful so to agree) that for the period commencing with the execution of this lease and continuing for the full term of this lease, as it may be extended, the Tenant will not operate, either directly or indirectly, another restaurant of a similar kind, nature or description within a one (1) mile area of the demised premises, without the prior written consent of the Landlord, the Tenant acknowledging that the area within a circle having as its center the demised premises and having a radius of one (1) mile is a reasonable area for this purpose. This restriction shall not apply to Franchisor (as defined in the Rider to this Lease) nor to any person or entity unaffiliated with Tenant who shall become Tenant hereunder by reason of an assignment of this lease by Franchisor following a bona fide default by Tenant under the Franchise Agreement (as defined in the Rider to this Lease).

ARTICLE XV.
TAXES

Section 1. Landlord shall pay, or cause to be paid, before the same become delinquent, all general and special taxes, including assessments for local improvements and other governmental charges which may be lawfully charged, assessed, or imposed upon the Shopping Center, or any part thereof, provided, however, that if authorities having jurisdiction assess real estate taxes, assessments, or other charges on the Shopping Center which Landlord deems excessive, Landlord may defer compliance therewith to the extent permitted by the laws of the Commonwealth of Massachusetts, so long as the validity or amount thereof is contested by Landlord in good faith and so long as Tenant's occupancy of the demised premises is not disturbed or threatened.

Section 2. Tenant shall pay all such taxes which may be lawfully charged, assessed, or imposed upon all of Tenant's fixtures and equipment of every type and also upon all personal property in the demised premises, and Tenant shall pay all license fees which may be lawfully imposed upon the business of Tenant conducted upon the demised premises.

Section 3. With respect to the taxes payable by the Landlord pursuant to Section 1 hereof, Tenant shall participate therein to the extent and in the manner set forth in Exhibit "E" hereto annexed and hereby made a part hereof.

ARTICLE XVI.
BANKRUPTCY OR INSOLVENCY

Section 1. In the event that the Tenant shall become a Debtor under the Bankruptcy Code, and the Trustee or the Tenant shall elect to assume this lease for the purpose of assigning the same or otherwise, such election and assignment may only be made if all the terms and conditions of Sections 2 and 4 hereof are satisfied. If such Trustee shall fail to elect to assume this lease within sixty (60) days after the filing of the Petition, this lease shall be deemed to have been rejected. The Landlord shall be thereupon immediately entitled to possession of the demised premises without further obligation to the Tenant or the Trustee, and this lease shall be terminated, but the Landlord's right to be compensated for damages both at law and as provided in ARTICLE XVII hereof in such case shall survive.

Section 2.

- A. No election by the Trustee or Debtor In Possession to assume this lease, whether under Chapter 7, 11 or 13, shall be effective unless each of the following conditions, which the Landlord and the Tenant acknowledge and agree are commercially reasonable in the context of a bankruptcy case of the Tenant, have been satisfied, and the Landlord has so acknowledged in writing:
- (1) The Trustee or the Debtor In Possession has cured, or has provided the Landlord adequate assurance (as hereinafter defined) that:
 - (a) Within ten (10) days from the date of such assumption, the Trustee will cure all monetary defaults under this lease; and

- (b) Within thirty (30) days from the date of such assumption, the Trustee will cure all nonmonetary defaults under this lease.
- (2) The Trustee or Debtor In Possession has compensated, or has provided to the Landlord adequate assurance (as hereinafter defined) that within ten (10) days from the date of assumption, the Landlord will be compensated for any pecuniary loss incurred by the Landlord arising from the default of the Tenant, the Trustee, or the Debtor In Possession as recited in the Landlord's written statement of pecuniary loss sent to the Trustee or Debtor In Possession.
- (3) The Trustee or the Debtor In Possession has provided the Landlord with adequate assurance (as hereinafter defined) of the future performance of each of the Tenant's, the Trustee's or Debtor In Possession's obligations under this lease, provided, however that:
 - (a) ion to any other security deposit required under the provisions of this lease, as security for the timely payment of rent, an amount equal to three (3) months rent (as adjusted pursuant to Section 2A.(3)(c) below) and other monetary charges accruing under this lease;
 - (b) Whether or not otherwise required by the terms of this lease, the Trustee or Debtor In Possession shall also pay in advance on the date minimum rent is payable hereunder, one twelfth (1/12th) of the Tenant's annual obligations under this lease for common area maintenance, Taxes, and any other charges payable hereunder.
 - (c) From and after the date of the assumption of this lease, the Trustee or Debtor In Possession shall pay as annual minimum rent an amount equal to the sum of the annual minimum rent otherwise payable hereunder, plus the highest of the amounts of the annual percentage rent payable hereunder for and with respect to any of the then last three (3) full lease years prior to the date of the Tenant's Petition under the Bankruptcy Code, which amount shall be payable in advance in equal monthly installments on the date minimum rent is payable hereunder; all as if such amount had originally been specified in ARTICLE III of this lease as the minimum rent.
 - (d) The obligations imposed upon the Trustee or Debtor In Possession under this lease shall continue with respect to the Tenant or any assignee of this lease after the completion of the bankruptcy case, subject to any further and/or increased obligations which thereafter are imposed by any provisions of this lease.
- (4) The assumption of this lease will not:

- (a) Breach any provision in this lease or any other lease, mortgage, financing agreement or other agreement by which the Landlord is bound relating to the Shopping Center; or
 - (b) Disrupt, in the Landlord's judgment, the tenant mix of the Shopping Center or any other attempt by the Landlord to provide a specific variety of retail stores in the Shopping Center which, in the Landlord's judgment, would be most beneficial to all of the tenants of the Shopping Center and would enhance the image, reputation, and profitability of the Shopping Center.
 - (5) The assumption has been ratified and approved by order of such court or courts as have final jurisdiction over the Bankruptcy Code.
- B. For the purposes of this Section 2, the Landlord and the Tenant acknowledge that, in the context of a bankruptcy proceeding of the Tenant, at a minimum, "adequate assurance" shall mean:
- (1) The Trustee or Debtor In Possession has and will continue to have sufficient unencumbered assets after the payment of all secured obligations and administrative expenses to assure the Landlord that the Trustee or Debtor In Possession will have sufficient funds to fulfill the obligations of the Tenant under this lease, and to keep the demised premises stocked with merchandise and properly staffed with sufficient employees to conduct a fully operational, actively promoted business on the demised premises; and
 - (2) The Bankruptcy Court or such court as is exercising jurisdiction over the Bankruptcy Code shall have entered an Order segregating sufficient cash payable to the Landlord and/or the Trustee or Debtor In Possession shall have granted a valid and perfected first lien and security interest and/or mortgage in property of the Tenant, the Trustee or Debtor In Possession, acceptable as to value and kind to the Landlord, to secure to the Landlord the obligation of the Trustee or Debtor In Possession to cure any monetary and/or nonmonetary defaults under this lease within the time periods set forth above.

Section 3. In the event that this lease is assumed by a Trustee appointed for the Tenant or by the Tenant as Debtor In Possession and thereafter the Tenant is liquidated or files a subsequent Petition for reorganization or adjustment of debts under Chapter 11 or 13 of the Bankruptcy Code, then, and in either such event, the Landlord may, at its option, terminate this lease and all rights of the Tenant hereunder, by giving the Tenant written notice of its election so to terminate, within thirty (30) days after the Landlord shall have received written notice of the occurrence of either such event, but the Landlord's right to be compensated for damages both at law and as provided in ARTICLE XVII hereof shall survive.

Section 4. If the Trustee or Debtor In Possession has assumed this lease pursuant to the terms and provisions of Sections 1 and 2 hereof, for the purpose of assigning (or elects to assign) the Tenant's interest under this lease, or the estate created thereby, to any other person, such interest or estate may be so assigned only if the Landlord shall acknowledge in writing that the intended assignee has provided adequate assurance of the future performance (as defined in this Section 4) of all of the terms, covenants and conditions of this lease to be performed by the Tenant.

For the purposes of this Section 4, the Landlord and the Tenant acknowledge that, in the context of a bankruptcy proceeding of the Tenant, at a minimum, "adequate assurance of future performance" shall mean that each of the following conditions have been satisfied, and the Landlord has so acknowledged in writing:

- (1) The assignee has submitted a current financial statement audited by a certified public accountant which shows a net worth and working capital in amounts (which amounts shall in no event be less than the greater of those of the Tenant and any guarantor of the Tenant's obligations hereunder at the time of the execution of this lease) determined to be sufficient by the Landlord to assure the future performance by such assignee of the Tenant's obligations under this lease;
- (2) The assignee, if requested by the Landlord, shall have obtained guarantees in form and substance satisfactory to the Landlord from one or more persons who satisfy the Landlord's standards of creditworthiness;
- (3) The assignee has submitted in writing evidence, satisfactory to the Landlord, of substantial retailing experience in shopping centers of comparable size to the Shopping Center and in the sale of merchandise and services permitted under this lease;
- (4) The Landlord has obtained all consents and waivers from any third party required under any lease, mortgage, financing arrangement or other agreement by which the Landlord is bound to permit the Landlord to consent to such assignment;
- (5) The assignee has supplied such additional information required to be supplied by ARTICLE VII hereof and has complied with any other provisions, conditions and requirements set forth in said ARTICLE VII for an assignment of the Tenant's interest in this lease or the estate created thereby; and
- (6) The Assignee has deposited with the Landlord a security deposit in such amount as determined by the Landlord to be appropriate based upon the financial information supplied under this Section 4.

Section 5. When, pursuant to the Bankruptcy Code, the Trustee or Debtor In Possession shall be obligated to pay reasonable use and occupancy charges for the use of the demised premises or any portion thereof, such charges shall not be less than the minimum rent specified in Section 1.1(f)

hereof and any other charges payable by the Tenant hereunder, including, without limitation, the Tenant's share of common area maintenance expenses and Taxes.

Section 6. Neither the Tenant's interest in this lease, nor any lesser interest of the Tenant herein, nor any estate of the Tenant created hereby, shall pass to any trustee, receiver, assignee for the benefit of creditors, or any other person or entity, or otherwise by operation of law under the laws of any state having jurisdiction of the person or property of the Tenant unless the Landlord shall consent to such transfer in writing. No acceptance by the Landlord of rent or any other payments from any such trustee, receiver, assignee, person or other entity shall be deemed to have waived, nor shall it waive the need to obtain the Landlord's consent or the Landlord's right to terminate this lease for any transfer of the Tenant's interest under this lease without such consent. Nothing herein shall serve to limit the transfer of membership interest in Tenant by the members of Tenant so long as David Savin or Robert Savin remains in charge of Tenant.

Section 7. The rights and remedies of the Landlord contained in the provisions of this ARTICLE XVI are and shall be deemed to be in addition to, and not in limitation of, applicable provisions of ARTICLE XVII and other provisions hereof, or any other rights which the Landlord may have under applicable statutory or case law. Whenever any of the terms or provisions of this lease, including, without limitation, rental obligations, are modified pursuant to the provisions of this ARTICLE XVI, upon the Landlord's request the parties hereto promptly shall execute, acknowledge and deliver a written instrument evidencing and confirming the same. In no event shall this lease, if the term hereof has expired or has been terminated in accordance with the provisions hereof, be revived, and no stay or other proceeding shall nullify, postpone or otherwise affect the expiration or earlier termination of the term of this lease pursuant to the provisions of ARTICLE XVII hereof or prevent the Landlord from regaining possession of the demised premises thereupon.

ARTICLE XVII. LANDLORD'S REMEDIES

Section 1. It is covenanted and agreed that if the Tenant shall neglect or fail to perform or observe any of the covenants, terms, provisions or conditions contained in these presents and on its part to be performed or observed within thirty (30) days after notice of default, or such additional time as is reasonably required to correct any such default (except for payment of minimum rent or other charges, in which case said period of notice shall be ten (10) days), or if the estate hereby created shall be taken on execution or by other process of law, any of the following proceedings shall have been commenced and shall not have been dismissed within sixty (60) days after such commencement (i) the estate hereby created being taken on execution or by other process of law; (ii) the Tenant being judicially declared bankrupt or insolvent according to law; (iii) an assignment being made of the property of the Tenant for the benefit of creditors; (iv) a receiver, guardian, conservator, trustee in involuntary bankruptcy or other similar officer being appointed to take charge of all or any substantial part of the Tenant's property by a court of competent jurisdiction; or (v) a petition being filed for the reorganization of the Tenant under any provisions of the Bankruptcy Code or any federal or state law now or hereafter enacted or if the Tenant shall file a Petition for reorganization or for rearrangement under, or otherwise availing itself of any provisions of, the Bankruptcy Code or any federal or state law now or hereafter enacted providing a plan or other means for a debtor to settle, satisfy or extend the time for the payment of debts, then, and in

any of said cases (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance, Landlord lawfully may, immediately or at any time thereafter, and without demand or notice, enter into and upon the said premises or any part thereof in the name of the whole and repossess the same as of his former estate, and expel the Tenant and those claiming through or under it and remove its or their effects (forcibly, if necessary) without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon entry as aforesaid, this lease shall terminate; and Tenant covenants and agrees, notwithstanding any entry or re entry by Landlord, whether by summary proceedings, termination, or otherwise, to pay and be liable for, on the days originally fixed herein for the payment thereof, amounts equal to the several installments of rent and other charges reserved as they would, under the terms of this lease, become due if this lease had not been terminated or if the Landlord had not entered or re entered, as aforesaid, and whether the demised premises be relet or remain vacant, in whole or in part, or for a period less than the remainder of the term, and for the whole thereof, but in the event the demised premises be relet by Landlord, Tenant shall be entitled to a credit in the net amount of rent received by Landlord in reletting, after deduction of all expenses incurred in reletting the demised premises (including, without limitation, remodelling costs, brokerage fees, and the like), and in collecting the rent in connection therewith. As an alternative, at the election of Landlord, Tenant will upon such termination pay to Landlord, as damages, such a sum as at the time of such termination represents the amount of the excess, if any, of the then value of the total rent and other benefits which would have accrued to Landlord under this lease for the remainder of the lease term if the lease terms had been fully complied with by Tenant over and above the then cash rental value (in advance) of the premises for the balance of the term.

Further, if this lease shall be guaranteed on behalf of the Tenant, all of the foregoing provisions of this ARTICLE XVII and of ARTICLE XVI with respect to bankruptcy of the Tenant, etc. shall be deemed to read "the Tenant or the guarantor hereof".

To the extent permitted by applicable law, Landlord shall be entitled to recover from Tenant Landlord's legal expenses and other charges involved in enforcing the provisions of this lease.

Section 2. The Landlord shall in no event be in default in the performance of any of its obligations hereunder unless and until the 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 after notice by the Tenant to the Landlord properly specifying wherein the Landlord has failed to perform any such obligation.

Further, if the holder of a mortgage on the Shopping Center of which the demised premises are a part notifies Tenant that such holder has taken over the Landlord's rights under this lease, Tenant shall not assert any right to deduct the outstanding cost of repairs or any outstanding monetary claim against Landlord from rent thereafter due and accruing, but shall look solely to the Landlord for satisfaction of such claim.

ARTICLE XVIII.
PROVISIONS RELATIVE TO THE SHOPPING CENTER

Section 1. The term "Shopping Center" wherever used in this lease shall be deemed to mean the entire tract of land described or referred to in Section 1 of ARTICLE I of this lease, together with any and all structures, parking facilities, common facilities, and the like, at any time constructed on said tract of land, as the same may from time to time be reduced by eminent domain takings or dedications to public authorities, or increased by the addition of other lands, together with structures and the like thereon, which may from time to time be designated by the Landlord, by written notice to the Tenant, as part of the Shopping Center.

ARTICLE XIX.
MISCELLANEOUS PROVISIONS

Section 1. Waiver. Failure on the part of the Landlord to complain of any action or non action on the part of the Tenant, no matter how long the same may continue, shall never be deemed to be a waiver by Landlord of any of its rights hereunder. Further, it is covenanted and agreed that no waiver at any time of any of the provisions hereof by Landlord shall be construed as a waiver of any of the other provisions hereof, and that a waiver at any time of any of the provisions hereof shall not be construed as a waiver at any subsequent time of the same provisions. The consent or approval of Landlord to or of any action by Tenant requiring the Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar acts by Tenant.

No payment by Tenant, or acceptance by Landlord, of a lesser amount than shall be due from Tenant to Landlord shall be treated otherwise than as a payment on account. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and the Landlord may accept such check without prejudice to any other rights or remedies which Landlord may have against Tenant.

Section 2. Covenant of Quiet Enjoyment. Tenant, subject to the terms and provisions of this lease on payment of the rent and observing, keeping and performing all of the terms and provisions of this lease on its part to be observed, kept and performed, shall lawfully, peaceably and quietly have, hold, occupy and enjoy the demised premises during the term hereof without hindrance or ejection by any persons lawfully claiming under Landlord; but it is understood and agreed that this covenant and any and all other covenants of the Landlord contained in this lease shall be binding upon the Landlord and Landlord's successors only with respect to breaches occurring during Landlord's and Landlord's successors' respective ownership of the Landlord's interest hereunder. In addition, Tenant specifically agrees to look solely to Landlord's interest in the Shopping Center for recovery of any judgment from Landlord; it being specifically agreed that neither Landlord nor any partner of Landlord shall ever be personally liable for any such judgment. The provision contained in the foregoing sentence is not intended to, and shall not, limit any right that Tenant might otherwise have to obtain injunctive relief against Landlord or Landlord's successors in interest, or any other action not involving the personal liability of Landlord to respond in monetary damages from Landlord's assets other than Landlord's interest in this Shopping Center. It is further understood and agreed that with respect to any services to be furnished by Landlord to Tenant,

Landlord shall in no event be liable for failure to furnish the same when prevented from so doing by strike, lockout, breakdown, accident, order or regulation of or by any governmental authority, or failure of supply, or inability by the exercise of reasonable diligence to obtain supplies, parts, or employees necessary to furnish such services, or because of war or other emergency, or for any cause beyond Landlord's reasonable control, or for any cause due to any act or neglect of Tenant or its servants, agents, employees, licensees, or any person claiming by, through or under Tenant, or any termination for any reason of Landlord's occupancy of the premises from which the service is being supplied by Landlord. In no event shall Tenant have the right to terminate or cancel this lease as a result of any default by Landlord or breach by Landlord of its covenants or any warranties or promises hereunder, except in the case of a wrongful eviction of Tenant from the demised premises (constructive or actual) by Landlord. Further, in no event shall Landlord ever be liable to Tenant for any indirect or consequential damages or loss of profits or the like.

Section 3, Status Report. Recognizing that both parties may find it necessary to establish to third parties, such as accountants, banks, mortgagees, or the like, the then current status of performance hereunder, either party, on the written request of the other made from time to time, will promptly furnish a written statement on the status of any matter pertaining to this lease. Without limiting the generality of the foregoing, Tenant specifically agrees, promptly upon the commencement of the term hereof, to notify Landlord in writing of the date of commencement of the term, and acknowledge satisfaction of the requirements with respect to construction and other matters by Landlord, save and except for such matters as Tenant may wish to set forth specifically in said statement.

Section 4, Notice to Mortgagee. After receiving written notice from any person, firm, or other entity, that it holds a mortgage which includes as part of the mortgaged premises the demised premises, Tenant shall, so long as such mortgage is outstanding, be required to give to such holder the same notice as is required to be given to Landlord under the terms of this lease, but such notice may be given by Tenant to Landlord and such holder concurrently. It is further agreed that such holder shall have the same opportunity to cure any default, and the same time within which to effect such curing, as is available to Landlord, and if necessary to cure such a default, such holder shall have access to the demised premises.

Section 5, Assignment of Rents. With reference to any assignment 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 the first mortgage on the demised premises, the Tenant agrees:

- (a) that the execution thereof by Landlord, and the acceptance thereof by the holder of such mortgage, shall never be deemed an assumption by such holder of any of the obligations of Landlord hereunder, unless such holder shall, by written notice sent to Tenant, specifically otherwise elect; and
- (b) that, except as aforesaid, such holder shall be treated as having assumed Landlord's obligations hereunder only upon foreclosure of such holder's mortgage and the taking of possession of the demised premises.

Tenant agrees that, in the event of foreclosure of any such mortgage or deed of trust to which this lease is subordinate or deed or assignment in lieu of foreclosure thereof), at the election of the holder, Tenant shall attorn to such holder (and its successors and assigns) as the successor holder of Landlord's interest hereunder, in which case, subject to any applicable terms and provisions of any written agreement between Tenant and such holder, this lease shall continue in effect all as if it had been a lease entered into directly between Tenant and such holder (and its successors and assigns). Tenant agrees, upon receipt of written request so to do, to execute such instruments, if any, as may be required in order to give effect to the foregoing. Landlord agrees to use reasonable efforts to provide Tenant with a subordination, non-disturbance and attornment agreement from any present or future lender having a mortgage on the Shopping Center.

Section 6. Mechanic's Liens. Tenant agrees immediately to discharge (either by payment or by filing of the necessary bond, or otherwise, any mechanics', materialmen's, or other lien against the demised premises and/or the Landlord's interest therein, which liens may arise out of any payment due for, or purported to be due for, any labor, services, materials, supplies, or equipment alleged to have been furnished to or for the Tenant in, upon or about the demised premises.

Section 7. No Brokerage. Tenant warrants and represents that it has dealt with no broker (other than Ria K. McNamara and Bialow Real Estate, LLC who are collectively herein referred to as the "Brokers", whose commissions are to be paid by Landlord) in connection with the consummation of this lease, and in the event of any brokerage claims against Landlord predicated upon prior dealings with the Tenant named herein by anyone other than the Brokers or either of them, Tenant agrees to defend the same and indemnify Landlord against any such claim.

Section 8. Invalidity of Particular Provisions. If any term or provision of this lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this lease shall be valid and be enforced to the fullest extent permitted by law.

Section 9. Provisions Binding, Etc. Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns, respectively, of the Landlord and the Tenant. Each term and each provision of this lease to be performed by Tenant shall be construed to be both a covenant and a condition. The reference contained to successors and assigns of Tenant is not intended to constitute a consent to assignment by Tenant, but has reference only to those instances in which Landlord may later give written consent to a particular assignment as required by the provisions of ARTICLE VII hereof. Time is of the essence of each and every provision of this lease.

Section 10. Governing Law. This Lease shall be governed exclusively by the provisions hereof and by the laws of the Commonwealth of Massachusetts, as the same may from time to time exist.

Section 11. Recording. Tenant agrees not to record the within lease, but each party hereto agrees on request of the other, to execute a Notice of Lease or short form lease in recordable

form and complying with applicable local laws, and reasonably satisfactory to Landlord's attorneys. In no event shall such document set forth the rental or other charges payable by Tenant under this lease; and any such document shall expressly state that it is executed pursuant to the provisions contained in this lease, and is not intended to vary the terms and conditions of this lease.

Section 12. Notices. Whenever by the terms of this lease notice shall or may be given either to the Landlord or to the Tenant, such notice shall be in writing and shall be sent by registered or certified mail, postage prepaid, or shall be delivered by private express carrier:

 If intended for the Landlord, addressed to it at the address set forth on the first page of this lease (or to such other address or addresses as may from time to time hereafter be designated by Landlord by like notice);

 If intended for the Tenant, addressed to it at the address set forth on the first page of this lease or tendered for delivery (or to such other address or addresses as may from time to time hereafter be designated by Tenant by like notice) to the attention of Robert Savin.

 All such notices shall be effective when deposited in the United States mail or delivered to a private express carrier within the Continental United States, provided that the same are received in the ordinary course at the address to which the same were sent.

Section 13. When Lease Becomes Binding. Employees or agents of Landlord have no authority to make or agree to make a lease or any other agreement or undertaking in connection herewith. The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the premises, and this document shall become effective and binding only upon the execution and delivery hereof by both Landlord and Tenant. All negotiations, considerations, representations, and understandings between Landlord and Tenant are incorporated herein and may be modified or altered only by agreement in writing between Landlord and Tenant, and no act or omission of any employee or agent of Landlord shall alter, change or modify any of the provisions hereof.

Section 14. Paragraph Headings. The paragraph headings throughout this instrument are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this lease.

Section 15. Lease Superior or Subordinate to Mortgage. It is agreed that the rights and interest of Tenant under this lease shall be subject and subordinate to any mortgages or deeds of trust that may hereafter be placed upon the development, and to any and all advances to be made thereunder, and to the interest thereon, and all renewals, modifications, replacements and extensions thereof, if the mortgagee or trustee named in said mortgages or deeds of trust shall elect, by written notice delivered to Tenant, to subject and subordinate the rights and interest of the Tenant under this lease to the lien of its mortgage or deed of trust; it is further agreed that any mortgagee or trustee may elect to give the rights and interest of the Tenant under this lease priority over the lien of its mortgage or deed of trust. In the event of either such election, and upon notification by such mortgagee or trustee to Tenant to that effect, the rights and interest of Tenant under this lease shall be deemed to be subordinate to or to have priority over, as the case may be, the lien of said

mortgage or deed of trust, whether this lease is dated prior to or subsequent to the date of said mortgage or deed of trust. Tenant shall execute and deliver whatever instruments may be required for such purposes, and in the event Tenant fails so to do within ten (10) days after demand in writing, without limiting Landlord's other rights on account of such failure, Tenant does hereby make, constitute and irrevocably appoint Landlord as its attorney in fact and in its name, place and stead so to do. Landlord agrees to request any present or future mortgage holder to provide Tenant with a customary subordination, non-disturbance and attornment agreement.

Section 16. Fees and Expenses. Unless prohibited by applicable law, the Tenant agrees to pay to the Landlord the amount of all legal fees and expenses incurred by the Landlord arising out of or resulting from any act or omission by the Tenant with respect to this lease or the demised premises, including without limitation, any breach by the Tenant of its obligations hereunder. Unless prohibited by applicable law, the Landlord agrees to pay to the Tenant the amount of all legal fees and expenses incurred by the Tenant arising out of or resulting from any act or omission by the Landlord with respect to this Lease or the demised premises, including, without limitation, any breach of the Landlord of its obligations hereunder.

Further, if the Tenant shall request the Landlord's consent or joinder in any instrument pertaining to this lease, the Tenant agrees promptly to reimburse the Landlord for the legal fees incurred by the Landlord in processing such request, whether or not the Landlord complies therewith; and if the Tenant shall fail promptly so to reimburse the Landlord, same shall be deemed to be a default in the Tenant's monetary obligations under this lease.

Section 17. Interest. All payments becoming due from Tenant under this lease and not paid when due shall bear interest from the applicable due date until received by Landlord at the lesser of: (i) four percent (4%) per annum above the base rate announced from time to time by Bank of America, N.A. or its successor; or (ii) the highest lawful rate of interest permitted at the time in the Commonwealth of Massachusetts. All checks from Tenant to Landlord shall be drawn on a bank or banks located in the Continental United States.

Section 18. Addenda Provisions.

- A. Holding Over. Tenant recognizes that the Landlord must arrange for a replacement occupant long in advance of the expiration or earlier termination of the term of this lease; and incident to consummating a new lease for the premises demised hereunder, Landlord may be required to guarantee delivery of Possession to the new occupant promptly upon the expiration or earlier termination of this lease. Accordingly, Tenant specifically agrees to remove all of its goods and effects and to deliver full possession of the demised premises not later than the date of the expiration or earlier termination hereof in order to avoid substantial, and perhaps irreparable, harm to Landlord. Tenant agrees that Landlord shall have all remedies available at law or in equity for Tenant's failure so to do.

In addition to all such remedies, Tenant further agrees that any holding over by it which has not been consented to in writing by Landlord shall be treated as a tenancy at sufferance at three times the rent and other charges then applicable as of the date of the expiration or earlier termination of this lease, prorated on a daily

basis, and such tenancy at sufferance shall otherwise be on the terms and conditions set forth in this lease so far as applicable.

- B. Use, continued. Tenant acknowledges that the type of operation to be conducted by Tenant in the demised premises is of prime importance to Landlord and that Landlord must continue during the entire term hereof to have certain control and supervision over said operation. Tenant covenants and agrees that during the entire term of this lease, Tenant will conduct in the demised premises a high-grade operation serving first-quality food and that the demised premises will be kept clean at all times. Tenant agrees to use reasonable efforts which may be necessary to eliminate and minimize the odors and noises emitted from the demised premises.

Without limiting the generality of the foregoing, Tenant specifically agrees that Tenant shall, not less frequently than once per calendar quarter (or more often if required by Landlord's fire and casualty insurance carriers or any insurance rating bureau having jurisdiction over the demised premises, clean all ducts and vents within the demised premises, such cleaning to comply with the standards established therefor from time to time by Landlord's fire and casualty insurance carriers or any insurance rating bureau having jurisdiction over the demised premises. Tenant further agrees that it will provide a satisfactory ventilating system through the roof to minimize food and other odors and that it will provide proper insulation or a similar barrier on side walls so as to prevent odors from permeating into adjoining premises.

- C. Options of Extension. If this lease is still in full force and effect, Tenant shall have the right and option to extend the term hereof for two successive additional periods of five (5) years, each, provided that Tenant shall give written notice to Landlord of the exercise thereof not later than one (1) year prior to the expiration of the then term of this lease. Tenant may not exercise the second such option unless the first such option shall have been duly exercised by Tenant. If each of said option periods is duly exercised as aforesaid, the term of this lease shall be automatically extended therefor, without the requirement of any further instrument, upon all of the same terms, provisions and conditions set forth in this lease except that minimum rent payable during such option periods shall be at the following rates, payable on the first day of each and every month:

- (a) For and with respect to the first option period, at the rate of nine thousand eight hundred ninety-nine and 99/100 dollars (\$9,891.99) each calendar month; and
- (b) For and with respect to the second option period, at the rate of eleven thousand one hundred twenty-seven and 03/100 dollars (\$11,127.03) each calendar month.

If Tenant shall have duly and timely exercised a right of extension hereunder, all references to the term of this lease shall refer to the term hereof as so extended wherever the context would appropriately admit or require.

D. Exclusive. Provided that Tenant shall not have breached this Lease and the demised premises shall be open and operated as a Smashburger restaurant, Landlord shall not, during the term hereof, lease any space in the Shopping Center for an operation whose principal and primary use (i.e., more than 20% of its sales) is the sale of hamburgers.

E. Franchise Rider. Smashburger Franchising LLC's Required Lease Addendum attached hereto as EXHIBIT G is hereby incorporated and made a part of this Lease.

WITNESS the execution hereof, under seal, in any number of counterpart copies, each of which shall be deemed an original for all purposes, as of the day and year first above written.

HC ATLANTIC DEVELOPMENT LIMITED
PARTNERSHIP, a Massachusetts limited partnership

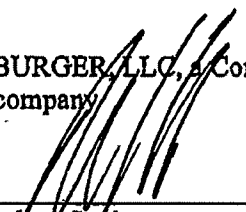
By: HC ATLANTIC DEVELOPMENT, INC.
Its General Partner

By: 

[Landlord]

SAVIN BURGER, LLC, a Connecticut limited
liability company

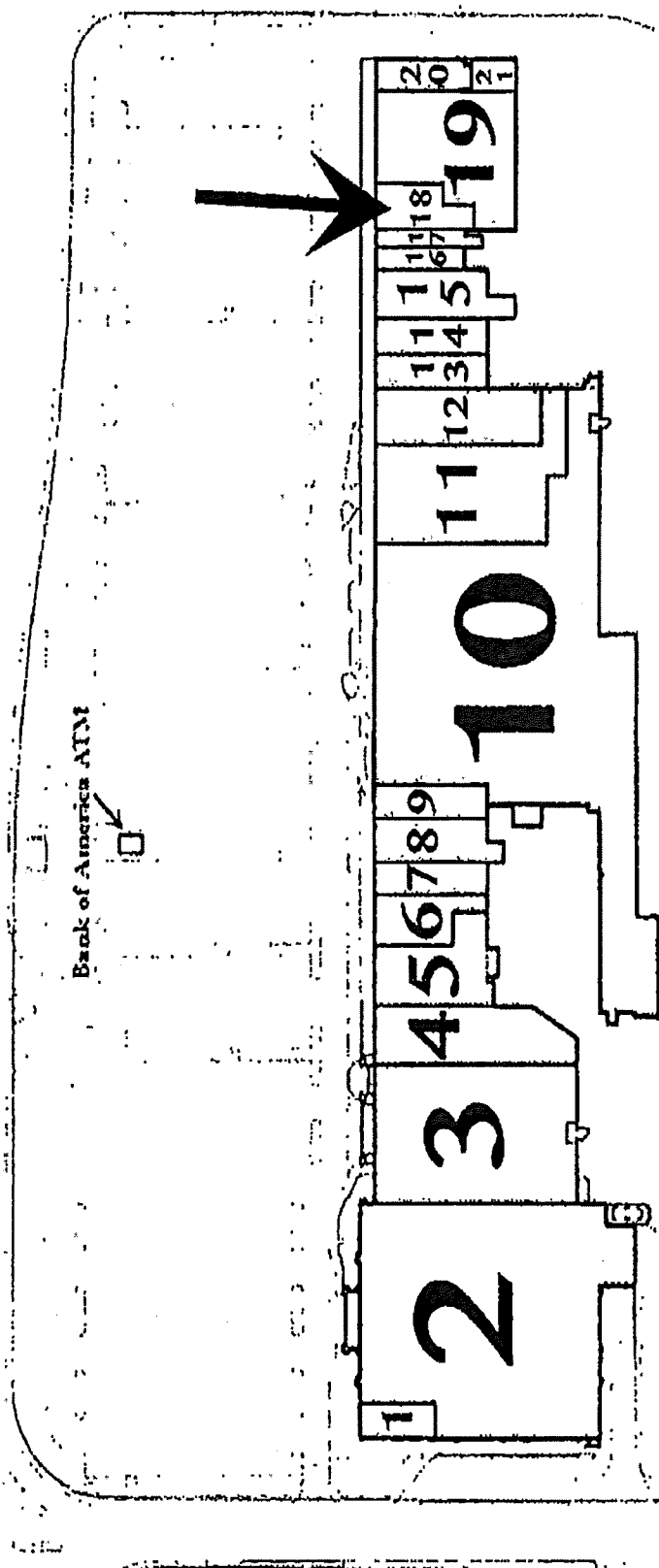
By:


Robert Savin

Its Member

Hereunto duly authorized
[Tenant]

EXHIBIT "A"
SITE PLAN



| | | | | | | | | |
|---|-----------------------|------------|----|------------------------|------------|----|---------------------------|------------|
| 1 | Starbucks Coffee | 1,679 s/f | 8 | Minerva Restaurant | 2,400 s/f | 15 | Zaffig's Deli | 3,400 s/f |
| 2 | Dick's Sporting Goods | 66,000 s/f | 9 | Fashion Berry Yogurt | 2,000 s/f | 16 | Euro Design Jewelry | 1,440 s/f |
| 3 | Petco | 17,939 s/f | 10 | Christmas Tree Shops | 48,406 s/f | 17 | Liberty Travel | 960 s/f |
| 4 | Five Below | 7,100 s/f | 11 | Dress Barn | 10,259 s/f | 18 | Available | 2,345 s/f |
| 5 | Children's Place | 4,100 s/f | 12 | Carter's Childrenswear | 5,786 s/f | 19 | DXL / Casual Male | 10,155 s/f |
| 6 | Gentle Dental Center | 3,320 s/f | 13 | Nails & Company | 2,500 s/f | 20 | GameStop | 1,649 s/f |
| 7 | Jenny Craig | 2,000 s/f | 14 | For Eyes Optical | 2,600 s/f | 21 | Fanara's Tonsorial Parlor | 800 s/f |

Sherwood Plaza

Natick, MA



HAROLD COHEN ASSOCIATES, INC.
MANAGEMENT AND DEVELOPMENT
50 TOTTEN FOND ROAD
WALTHAM, MASSACHUSETTS 02451-2013

EXHIBIT "B"
DEFINITION OF GROSS SALES
INTENTIONALLY OMITTED

EXHIBIT "C"
SIGNS

1. SIGN CRITERIA

- A. Signs shall be designed in accordance with local code requirements and regulations outlined in these Criteria.
- B. No signs, other than at the locations outlined in these Criteria will be permitted on any other frontage of any leased premises or building.
- C. All signs shall be flat wall signs and shall not extend more than 6" beyond the face of the surface to which the sign is mounted.
- D. All signs shall be composed of individual, free-standing letters, channel type with plexiglas face. No "belt" or "pillow signs" will be permitted. Small box "box-type" signs ancillary to the main sign may be permitted with Landlord's prior written consent. It shall be the Tenant's responsibility to provide and conceal all necessary sign supports and electrical connections.
- E. Signs or lighting on Tenant's storefront(s) or premises utilizing animation, moving parts, flashing, oscillating, smoke emitting, sound emitting designs or moving lights or variable light intensities, exposed neon tubing, painted non-illuminated letters, luminous vacuum-formed type plastic letters, unedged or uncapped plastic letters, or letters with no return and exposed fastenings, as well as signs employing exposed raceways, ballast boxes or transformers or "box" or cabinet type signs WILL NOT BE PERMITTED. All signs must be illuminated and shall derive light from a concealed source. No exposed lamps, globes, tubes, etc. will be permitted. Illuminated signs may be "pegged out" from mounting surface for backlighting effects.
- F. Lettering on all store signs shall be limited to business or trade name of the premises as it appears on the lease. No sign manufacturer's name, union labels, or other lettering shall be visible. Logo signs shall not be permitted without prior approval of the Landlord in writing.
- G. No detached signs of any kind shall be permitted. No exterior theater attraction boards or changeable letter signs will be permitted.
- H. Except as herein provided, Tenant shall not be entitled to place any sign or advertising matter on the exterior surface of the perimeter walls or surfaces of the leased premises, nor shall Tenant be entitled to place any sign on the roof of the leased premises.
- I. No floor lighting of signs or storefronts by Tenants shall be permitted.
- J. The size, design, color, materials, specific location, content, type of construction, method of mounting and illumination of each sign, as well as Tenant's storefront

design, shall be subject to the approval of the Landlord. Tenant shall submit complete, detailed drawings, in triplicate, containing all of the above information for each sign to Landlord, for review and approval, along with actual samples of all sign materials.

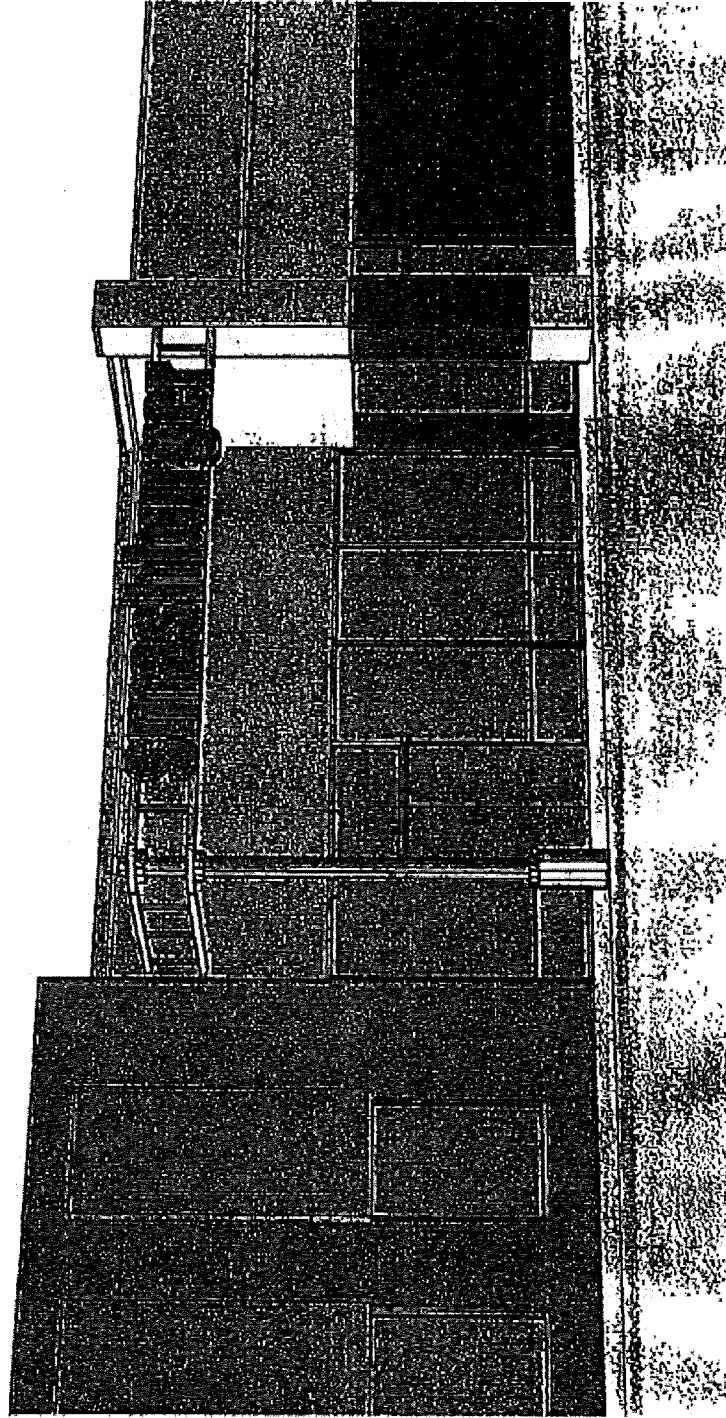
- K. When approved, two (2) copies of sign design drawings will be returned to Tenant for use in submission to the local authorities for sign permit and sign fabrication and erection.
- L. Said approval must be in writing and received by Tenant before fabrication or installation of any signs on storefronts. Signs, storefronts or their components which are installed without first receiving said approval, shall be ordered promptly removed from the leased premises at the expense of the Tenant.
- M. All store signs shall be incorporated into the design of the sign area and shall be positioned within an area defined by lines 12" from the top and bottom and no closer than 18" to the side lease lines.
- N. It is Tenant's sole responsibility to obtain governmental approval for any and all exterior signage.

2. EXTERIOR DOOR SIGNS

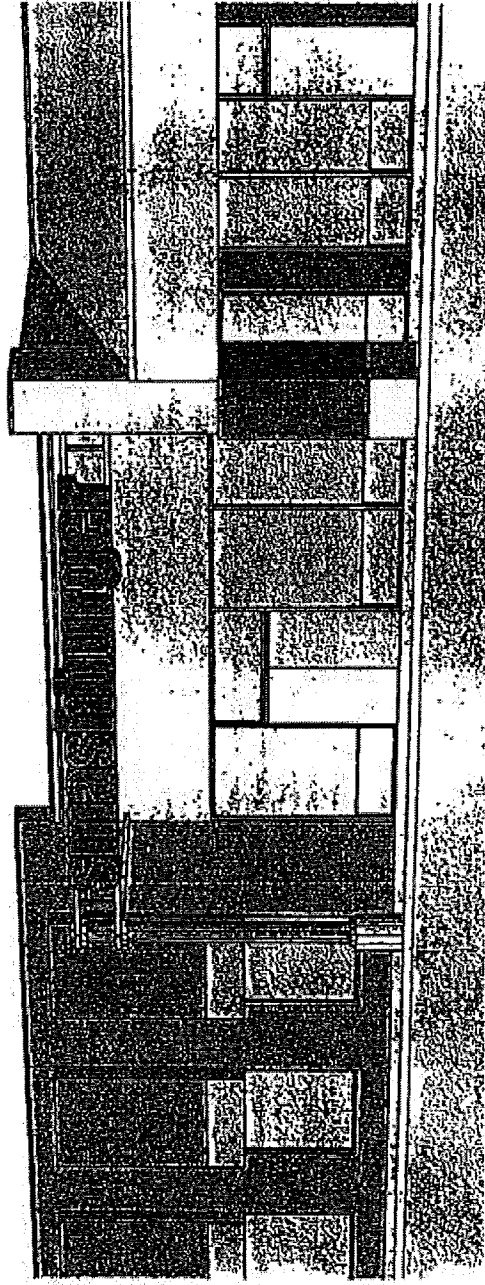
The following are specific requirements for exterior door signs:

- A. Signs for service door identification of Tenant's store may only contain the name of the Tenant printed on the service doors with a standard, uniform paint color, letter style, size and location which shall be specified by the Landlord.

Notwithstanding anything in the foregoing Sign Criteria to the contrary, Landlord stipulates that it has reviewed Tenant's proposed exterior signage attached hereto as Exhibit C-1, and has approved same.



Smashburger Proposed Signage Perspective Natick, MA 1/21/2013



Smashburger Proposed Signage Perspective Natick, MA 1/21/2013

EXHIBIT "D"
TENANT'S COMMON AREA MAINTENANCE CHARGE

The costs and expenses in which Tenant is to participate (as referred to in Section 3 of ARTICLE V of the lease to which this Exhibit is annexed) are as follows: all reasonable costs and expenses of every kind and nature paid or incurred by Landlord for the common areas of the Shopping Center in operating, managing, equipping, policing (if and to the extent provided by Landlord) lighting, repairing replacing, and maintaining all parking facilities (except that the cost for the replacement of any parking facilities shall be amortized in accordance with GAAP over the useful life of such replacement and only the amount of such cost pertaining to the year for which Tenant is being billed shall be included in such year's computations) , and all other common areas of the Shopping Center (including, but without limitation, all landscaping and gardening). Such reasonable costs and expenses shall likewise include (but shall not be limited to) water and sewer charges; maintenance of utilities, conduits, fixtures and equipment located in the common areas; premiums for liability, property damage, fire, workman's compensation, and all other insurance on the entire Shopping Center; unemployment taxes, social security taxes, and personal property taxes and assessments; roof repairs on the entire Shopping Center; fees for required licenses and permits; supplies, reasonable depreciation of equipment used in the operation of the common areas; and administrative costs equal to fifteen percent (15%) of the total costs of operating and maintaining the common areas (except appropriate reserves); but there shall be excluded costs of equipment properly chargeable to capital account and depreciation of the original cost of constructing said common facilities.

Tenant covenants and agrees to pay to Landlord an amount equal to 1.192% of all such costs and expenses, which said share shall be paid in monthly installments in an amount reasonably estimated by Landlord, such monthly installments being due on the first day of each and every calendar month in advance. The initial monthly payment shall be in the amount of \$578.00. Said proportionate amount shall be ratably adjusted if there is any increase or decrease in the square footage of the buildings in the Shopping Center.

Within ninety (90) days after the end of each calendar year during the term of this lease, Landlord shall furnish to Tenant a statement in reasonable detail setting forth the computation of such total costs and expenses; thereupon, there shall be a prompt adjustment between Landlord and Tenant, with payment to, or repayment by, Landlord as the case may require, not more than twenty (20) days following the furnishing of such statement, to the end that Landlord shall receive the entire amount of Tenant's share of said costs and expenses, and no more. A due and proper adjustment shall likewise be made to reflect the fact that the first and last years during the term of this lease will be other than a strict calendar year.

EXHIBIT "E"
TAXES

Tenant's obligation with respect to real estate taxes as referred to in Section 3 of ARTICLE XV of this lease shall be as follows:

With respect to all taxes payable by Landlord pursuant to the provisions of Section 1 of ARTICLE XV, Tenant agrees to reimburse Landlord in an amount equal to 1.192% thereof, subject to the following provisions:

- A. Tenant's said share of such taxes shall be equitably adjusted for and with respect to the first and last partial tax years (if any) of the term of this lease. Where the applicable tax bills and computations are not available prior to the end of the term hereof, then a tentative computation shall be made on the basis of the previous year's taxes payable by Tenant, with a final adjustment to be made between Landlord and Tenant promptly after all bills and computations are available for such period.
- B. Tenant's said share of said taxes shall be due and payable within twenty (20) days after receipt by Tenant of Landlord's invoice plus a copy of the tax bills involved. However, Tenant shall make monthly tax deposits with Landlord (along with payments of minimum rent) in an amount equal to one twelfth (1/12th) of Tenant's annual share of such taxes, with a final adjustment to be made between the parties as soon as said pro rata share has been determined. The initial amount of such tax deposits shall be \$424.00, but thereafter, the monthly tax deposits shall be predicated upon the last previous full year's share of taxes payable by Tenant.
- C. In every case, said taxes shall be adjusted to take into account any abatement or refund thereof allocable to Landlord, less all of Landlord's costs of securing such abatement or refund.
- D. The foregoing provisions are predicated upon the present system of taxation in the Commonwealth of Massachusetts. If taxes upon rentals shall be substituted, in whole or in part, for the present ad valorem real estate taxes, then Tenant's said share of taxes shall be based upon such taxes on rentals to the extent to which the same shall be a substitute for present ad valorem taxes. Further, if there is any other change in the system of taxation (other than as set out immediately above) which is in substitution of the present system, Tenant shall be responsible for its fair and equitable share thereof, taking into account the prorations provided for in this Exhibit "E". Tenant's share of taxes shall, except as set forth above in this Section D, expressly exclude any income, gross receipt, sales, transaction, franchise, personal property, profits, excise, devolution, estate, inheritance, gift, corporate, succession, capital levy or business transfer taxes of Landlord, as well as any special assessments to the extent such special assessments are for improvements and/or services that do not specifically benefit the Premises and arise out of or relate to specific items of improvement (e.g., roads, sewer

improvements, parking improvements, street lights, etc.) located off site i.e., not on the Shopping Center.

- E. Tenant's proportionate share of said taxes shall be ratably adjusted if there is any increase or decrease in the square footage of buildings in the Shopping Center.

EXHIBIT "F"
CONDITION OF PREMISES

Landlord's Work:

1. All utility connections into the building line at a location established by Tenant for the following utilities (if connections are allowable by utility company prior to Tenant build-out) In the event that the city's review of the Tenant's utilities requirements is greater than provided in this exhibit, the additional cost shall be the sole responsibility of the Tenant.
 - a) One 4" sewer line connected to the main sewer lateral at a minimum depth of 24" in our leased space and disclosure of actual invert depth, including payment of all associated sewer connection and use fees, to a fully functioning sewer – located at the rear of the Leased Premises.
 - b) Two 120-208, 4 wire, 3 phase, 200 AMP main electrical panels and service located within the premises and in accordance with Tenant's plans and specifications including all breakers; each panel should have a 42 circuit panel, recessed panel, wires, conduits, utility company transformers and fees. All main building electrical services to be up to utility and local/applicable codes.
 - c) Provide adequate lighting at the exterior rear of the building, per local/applicable codes.
 - d) Natural gas line appropriately sized to supply a minimum of 2 million BTU's with minimum of 7" of water column delivered to our leased space.
 - e) One 1" water line and shut off valve with a minimum 1" water meter that has a remote reader, with 70 PSI, at 45 GPM, sub metered and pre-installed, including all utility company charges and fees for domestic water use.
 - f) Fire sprinkler system is existing within the leased Premises . The landlord shall modify fire sprinkler system to coordinate with our restaurant design at landlords cost. Drops to be installed by the Tenant.
 - g) Telephone conduits from the main telephone terminal to the property including a pull string for Tenant's exclusive use within the Property.
2. Landlord to provide a location within approx. 200 feet of rear of the Leased Premises for Tenant's Refuse receptacle. Tenant to arrange their own service for refuse collection and removal.
3. Exterior walls and doors, watertight roofing, adequate parking as noted herein.
4. Existing Storefront system with a set of double doors no less than 3'0" X 7'0" each door. If code requires, an additional egress door to match store front system. A rear service door shall be provided of hollow metal, with required hardware for egress.
5. Premises and site to meet all local, state and federal ADA requirements.
6. The premises shall be free of all asbestos and all hazardous waste and/or materials. Said materials shall be legally removed and documented by a duly qualified contractor licensed and certified to remove and dispose of said materials.
7. If there is any lead-based paints and substances in premises, then documentation required of the removal and abatement of all lead-based paints and substances; sanded smooth and ready for paint and/or wall covering.
8. Demising wall framed, insulated and sheet rocked ready for Tenant's paint per existing insulation.
All minimum requirements should meet local applicable codes.

9. Smooth uniform steel trowel finish concrete slab, uninterrupted plane, clear of all floor covering and free of all mastic.
10. Adequate area and access to and on the roof for Tenant's rooftop equipment for the proposed restaurant.
11. Access to and use of the roof for tenant's satellite dish for an internal music system. The location of any proposed satellite dish must be approved by Landlord. All roof penetrations shall be made by Landlord's roofing contractor at Tenant's sole cost.
12. Landlord, at Landlord's expense, shall place on-site outside of the premises an appropriately sized grease interceptor for Tenant's use per local building and health department requirements and codes.
13. Tenant space shall accommodate a minimum of 12' high finished ceilings (no ceilings by Landlord).
14. Landlord to provide H.V.A.C. stubbed into the demised premises for distribution to meet Tenant's H.V.A.C. requirements, which is estimated to be 1 ton per 150 sq. ft. of demised premises; verified documentation that includes the age of any existing units and confirmation that unit(s) are in good working order.
15. Main equipment and controls; duct detector if required.
16. Provide programmable space thermostat for each unit, mounted a 5'-0" a.f.f.
17. Electric and gas should be run to all HVAC systems, install duct detectors, if needed and install duplex outlet or service requirements at HVAC units; all HVAC systems should be functional and operating.

EXHIBIT "G"
LEASE ADDENDUM

TO THE FRANCHISE AGREEMENT
BETWEEN SMASHBURGER FRANCHISING, LLC
AND _____
DATED _____, 2013

SMASHBURGER FRANCHISING LLC'S
REQUIRED LEASE ADDENDUM

RIDER AND SPECIAL STIPULATIONS

TO LEASE AGREEMENT DATED _____
BY AND BETWEEN
HC Atlantic Development Limited Partnership, AS "LANDLORD" AND
Savin Burger, LLC, AS "TENANT" FOR THE DEMISED
PREMISES ("Premises") DESCRIBED THEREIN

This Rider and the provisions hereof are hereby incorporated into the body of the lease to which this Rider is attached (the "Lease"), and the provisions hereof shall be cumulative of those set forth in the Lease, but to the extent of any conflict between any provisions of this Rider and the provisions of the Lease, this Rider shall govern and control. All capitalized terms not otherwise defined in this rider shall have the meanings ascribe to such terms in the Lease.

1. **Consent to Collateral Assignment to Franchisor: Disclaimer.** Landlord acknowledges that Tenant intends to operate a Smashburger® restaurant in the Premises, and that Tenant's rights to operate a Smashburger® restaurant and to use the Smashburger® name, trademarks and service marks are solely pursuant to a franchise agreement ("Franchise Agreement") between Tenant and Smashburger Franchising LLC ("Franchisor"). Tenant's operations at the Premises are independently owned and operated. Landlord acknowledges that Tenant alone is responsible for all obligations under the Lease unless and until Franchisor or another franchisee expressly, and in writing, assumes such obligations or takes actual possession of the Premises. Notwithstanding any provisions of this Lease to the contrary, Landlord hereby consents, without payment of a fee and without the need for further Landlord consent, to (i) the collateral assignment of Tenant's interest in this Lease to Franchisor or to an affiliate of Franchisor to secure Tenant's obligations to Franchisor under the Franchise Agreement, and/or (ii) Franchisor's succeeding to Tenant's interest in the Lease as a result of Franchisor's exercise of rights remedies under such collateral assignment or as a result of Franchisor's termination of, or exercise of rights or remedies granted in or under, any other agreement between Franchisor and Tenant. In the event Franchisor, subsequent to the exercise of its remedies under such collateral assignment or as a result of Franchisor's termination of, or exercise of rights or remedies granted in or under, any other agreement between Franchisor and Tenant and Franchisor's assumption of the obligations of Tenant under the Lease, assigns the Lease to another Smashburger franchisee of Franchisor with whom Franchisor has executed its then standard agreement, and Landlord shall have approved the assignment of this Lease to such other franchisee, Franchisor shall be released from all liability under the Lease or otherwise accruing after the date of such assignment (in the event Franchisor is acting as the assignor under such assignment), but neither Tenant nor any other franchisee shall be afforded such release in the event Tenant or such franchisee is the assignor unless otherwise agreed by Landlord.

2. **Compliance of Premises With Applicable Law: Parking.** Landlord represents and warrants that, to Landlord's actual knowledge, as of the date hereof the Premises are in compliance with all applicable law, including without limitation parking sufficient to comply with the use of the Premises as provided in the Lease. Tenant shall have the right to use parking spaces for its guests, invitees and employees in an amount at least sufficient to comply with applicable zoning and other laws. The use of the parking spaces is provided by Landlord to Tenant without additional charge except that, if a it becomes the prevailing custom in the vicinity of the Shopping Center, Landlord

may charge for parking at rates consistent with the parking rates then prevailing in the vicinity of the Shopping Center from time to time.

3 Notice and Cure Rights to Franchisor. Prior to exercising any remedies hereunder (except in the event of imminent danger to property or to persons), Landlord shall give Franchisor written notice of any default by Tenant (which notice may be given concurrently with Tenant's notice), and Franchisor shall have ten (10) days from the giving of such notice as to monetary defaults or (ii) 30 days after the giving of such notice as to non-monetary defaults within which to cure any such default. Landlord agrees to accept cure tendered by Franchisor as if the same was tendered by Tenant, but Franchisor has no obligation to cure such default. The initial address for notices to Franchisor is as follows:

Smashburger Franchising LLC
Attention: Franchise Legal Department
1515 Arapahoe St.
Tower One, 10th Floor
Denver, CO 80202
Attn: CFO

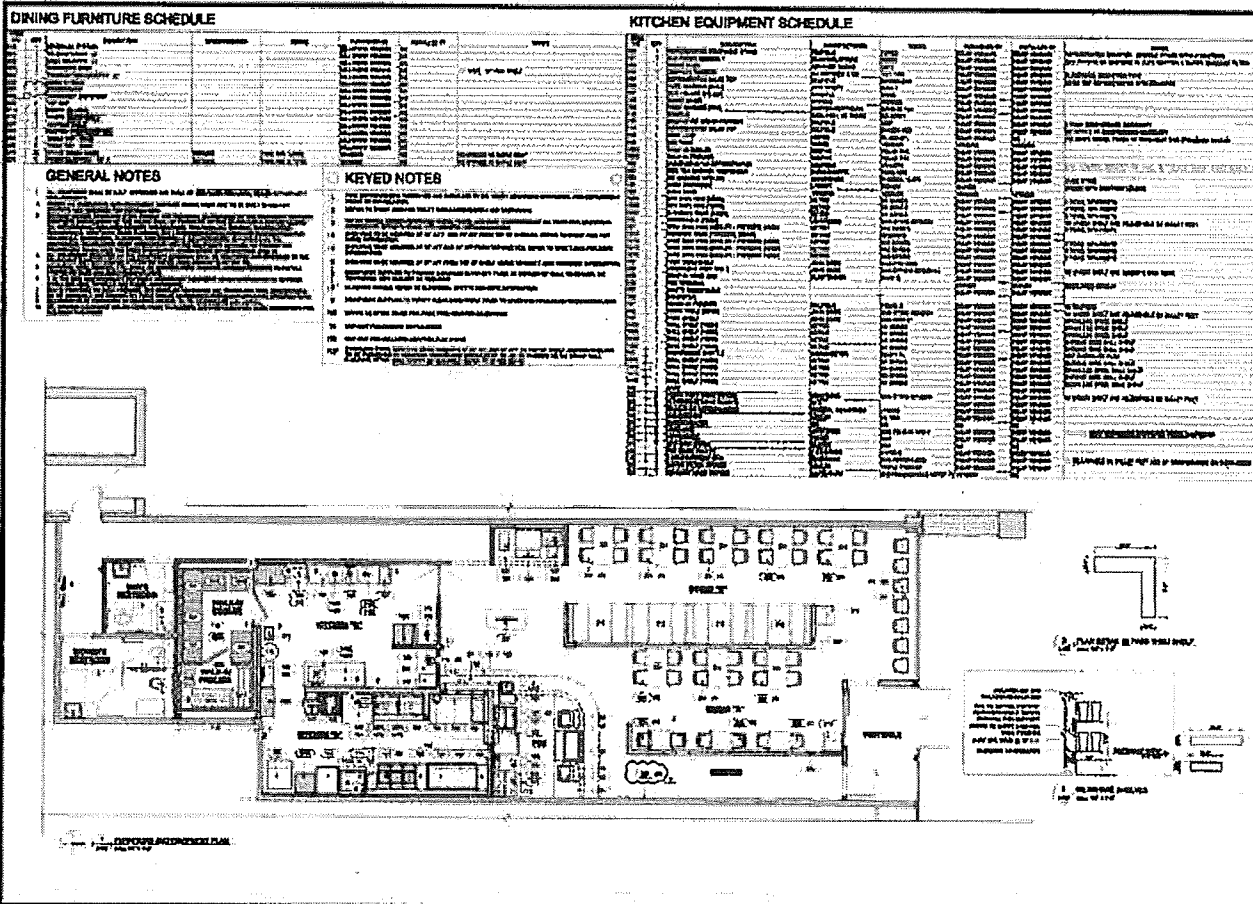
4. Non-disturbance from Mortgage Lenders. Notwithstanding anything contained in the Lease to the contrary or in conflict, it shall be a condition of the Lease being subordinated to any mortgage, deed of trust, deed to secure debt or similar encumbrance on the Premises that the holder of such encumbrance agree, on such mortgagee's standard form agreement for subordination and attornment agreements, not to disturb Tenant's rights under this Lease, or Tenant's possession of the Premises, so long as Tenant is not in default of its obligations hereunder beyond an applicable grace or cure period provided herein (as may be extended from time to time pursuant to paragraph 6 immediately above) and Tenant agrees to enter into such agreement. Landlord represents and warrants that on the date hereof no mortgage, deed of trust, deed to secure debt or similar encumbrance encumbers the Premises.

5. Financing of Trade Fixtures by Franchisor and Security Interest. Any security interest and/or Landlord's lien in Tenant's trade fixtures (to the extent personally rather than fixtures), 'trade dress', equipment and other personal property in the Premises is hereby subordinated to any security interest and pledge granted to Franchisor in such items. The parties acknowledge that there may be certain personal property in the Premises which are not owned by Tenant, which property shall not be subject to any lien of Landlord. Upon request, Landlord shall grant the party who owns such property reasonable access to the Premises prior to the end of the term of the Lease for the sole purpose of removing such property, provided such party repairs any damage caused by such removal and otherwise complies with Landlord's reasonable requirements with respect to such access.

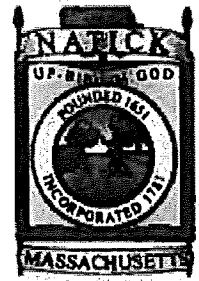
6 Franchisor Right to Enter. Landlord acknowledges that, under the Franchise Agreement, Franchisor or its appointee has the right to assume the management and operation of the Tenant's business, on Tenant's behalf, under certain circumstances (to-wit: Tenant's abandonment, Tenant's failure to timely cure its default of the Franchise Agreement, and while Franchisor evaluates its right to purchase the restaurant). Landlord agrees that, subject to the rights of Tenant, Franchisor or its appointee may enter upon the Premises for purposes of assuming the management and operation of Tenant's restaurant as provided in the Franchise Agreement and, if it chooses to do so, it will do so in the name of the Tenant but Franchisor and Tenant shall be jointly and severally liable for all covenants and obligations of the lessee under the Lease for and with respect any period of such entry and occupancy. Further, prior to the expiration or earlier termination of this Lease or the Franchise Agreement, Franchisor or its designee may enter upon the Premises for the purpose of removing all signs and other material bearing the Smashburger® name or trademarks, service marks or other commercial symbols of Franchisor and Franchisor shall repair any and all damage caused by any such removal. Such entry for such limited purpose of removals shall not be deemed an assumption of the Lease by Franchisor.

7. Lease Amendments. Landlord and Tenant agree not to enter into any amendment of the Lease which would shorten the term of the Lease or would negate any rights explicitly afforded to Franchisor pursuant to this Rider without obtaining the consent of Franchisor, provided that such consent shall not have been unreasonably withheld by Franchisor.

8. Enforceability by Franchisor. Landlord and Tenant agree that the entity named herein as Franchisor shall have the right to enforce by seeking specific performance or injunctive relief the provisions of this Rider to the extent that such provisions explicitly afford a benefit to Franchisor. In no event shall Landlord be liable for any monetary damages to Franchisor. The rights afforded to Franchisor in this Section 8 are personal to the Franchisor originally named herein and may not be assigned or otherwise transferred and shall be the sole remedy of Franchisor against Landlord at law and in equity.



Town of Natick
Massachusetts 01760
Home of Champions



Michael J. Hickey, Jr., Chair
Susan G. Salamonoff, Vice Chair
Jonathan H. Freedman, Clerk
Karen Adelman-Foster
Richard P. Jennett, Jr.

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 28, 2019 at 7:00 p.m. in the Edward H. Dlott Meeting Room of Natick Town Hall, 13 East Central Street, upon the application of a S12 Restaurant Wine and Malt license for Smashburger Acquisition – Boston LLC d/b/a Smashburger #1707 (Frances Santos, Manager) located at 1298 Worcester Street. The premises consist of 2,345 s.f. on one floor with one entrance and one exit. Seating capacity is 61 and total occupancy is 121.

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

Jonathan Freedman, Clerk

**DDH HOTEL NATICK/WORCESTER LLC
319 SPEEN ST
NATICK, MA 01760**

**H & S PARTNERS LLC
21 STRATHMORE RD
NATICK, MA 01760**

**KAUFMAN/NIR LLC
27 STRATHMORE RD
NATICK, MA 01760**

**SUNSHINE TECHNOLOGIES HOLDINGS CORP
21 STRATHMORE RD
NATICK, MA 01760**

**CJD STRATHMORE LLC
23 STRATHMORE RD
NATICK, MA 01760**

**MUSEUM OF WORLD WAR II INC
46 ELIOT ST
NATICK, MA 01760**

**SEARS ROEBUCK AND CO
PO BOX 3487
CHICAGO, IL 60654**

**FEDERATED DEPT STORES
7 W SEVENTH ST 19TH FLOOR
CINCINNATI, OH 45202**

**GENERAL GROWTH PROPERTIES
C/O BROOKFIELD PROPERTIES RETAIL PO
BOX 3487
CHICAGO, IL 60654**

**2-4 MERCER ROAD LLC
1210 BOSTON-PROVIDENCE TPKE SUITE E
EAST NORWOOD, MA 02062**

**HC ATLANTIC DEVELOPMENT LP
393 TOTTEN POND RD SUITE 203
WALTHAM, MA 02154**



**COMMUNITY
NEWSPAPER
COMPANY**

GateHouse Media New England

Community Newspaper Co. – Legal Advertising Proof

15 Pacella Park Drive, Randolph, MA 02368 1800-624-7355 phone 1 781-961-3045 fax

Order Number: CN13799360
Salesperson: Deborah Dillon

Denise O'Brien
Smashburger
3900 E. Mexico Avenue
Suite 1100
Denver, CO 80210

Title: MetroWest Daily News
Start date: 5/17/2019
Insertions: 1
Price: \$152.95

Class: Legals
Stop date: 5/17/2019
#Lines: 30 ag

LIC/1298 WORCESTER STREET

**LEGAL NOTICE
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 28, 2019 at 7:00 p.m. in the Edward H. Dlott Meeting Room of Natick Town Hall, 13 East Central Street, upon the application of a S12 Restaurant Wine and Malt license for Smashburger Acquisition – Boston LLC d/b/a Smashburger #1707 (Frances Santos, Manager) located at 1298 Worcester Street. The premises consist of 2,345 s.f. on one floor with one entrance and one exit. Seating capacity is 81 and total occupancy is 121.

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

Jonathan Freedman, Clerk

AD#13799360
MWDN 5/17/19

O'Brien, Denise

From: Dillon, Deb <ddillon@wickedlocal.com>
Sent: Tuesday, May 14, 2019 12:14 PM
Cc: O'Brien, Denise
Subject: PAYMENT RECEIPT: MWDN

| Name | Value |
|----------------|----------------------|
| Transaction ID | 16114014010000000000 |
| Creation Time | 15/14/2019 11:00 |
| Source | WICKEDLOCAL |
| Type | Gift |
| Status | Pending |
| Result | Success |
| Total Amount | 10.00 |
| Tax | 0.00 |
| Auth Code | 000000 |
| Account Holder | |
| Account Type | Gift |
| Token | 0000000000 |
| Last Four | 0000 |
| Expiration | 01/21 |
| Email | |
| Phone | |
| Notes 1 | 16114014010000000000 |
| Notes 2 | |
| Notes 3 | |

#1707

GL code

161140-1707-539-000

On Tue, May 14, 2019 at 11:00 AM Dillon, Deb <ddillon@wickedlocal.com> wrote:
Hello Donn and Denise

Please see proof attached.

Denise, please contact me at 781-433-7998 with prepayment, by 4 pm EST, Wed 5/15

Thanks!
Deb

On Tue, May 14, 2019 at 8:28 AM Donna Donovan <ddonovan@natickma.org> wrote:
Hi Deb,

O'Brien, Denise

Store #1707

From: customerservice@nCourt.com
Sent: Thursday, March 28, 2019 1:39 PM
To: Licensing
Subject: Receipt from nCourt

GL# 530400-1707-539-000
Liquor License Application
Processing Fee

YOUR RECEIPT >>

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

- Once you have made your payment, you will receive a status notification (via email) of the acceptance OR rejection of your submission.

Paid To

Name: Massachusetts Alcoholic Beverages Control Commission - Retail
Address 1: 239 Causeway Street
Address 2:
City: Boston
State: Massachusetts
Zip: 02114

Payment On Behalf Of

First Name: Thomas
Address 1: 3900 E MEXICAN AVE, Suite 1100
Address 2:
City: Denver
State: CO
Zip: 80210
Phone: (303) 633-1544
Last Name: Ryan

| Description | ID | Convenience Fee | Amount |
|--------------------|-------------|-----------------|----------|
| FILING FEES-RETAIL | Smashburger | \$4.70 | \$200.00 |

Receipt Date: 3/28/2019 3:39:29 PM EST

Invoice Number: 5307aa8b-edbc-42ea-aa97-915c4f7d08f9

Total Amount Paid: \$204.70

| Billing Information | Credit / Debit Card Information |
|--|---|
| First Name SMASHBURGER Last Name SERVICING Email Licensing@smashburger.com Street 3900 E. Mexico Ave., Ste. 1100 City Denver State/Territory CO Zip 80210 | Card Type Visa Card Number *****3447 |

NEW LICENSE

To apply for an alcoholic beverages retail license, you will need the following:

- ✓ • **New Retail Application**
- ✓ • **Business Structure Documents**
 - If Sole Proprietor, **Business Certificate**
 - If partnership, **Partnership Agreement**
 - If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth *DE + Authorized in MA*
- ✓ • **CORI Authorization Form** Complete one for each individual with financial or beneficial interest in the entity that is applying AND one for the proposed manager of record. *This form must be notarized with a stamp or raised seal. CEO original sent April 2019*
- ✓ • **Manager Application** - *ServSafe, ServSafe-Proctors, Tips + Allergen certs attached.*
 - **Proof of Citizenship** for the proposed Manager of Record. *n/a*
- ✓ • **Vote of the Corporate Board**
- ✓ • **Supporting Financial Records** for all financing and or loans, including pledge documents, if applicable.
- ✓ • **Legal Right to Occupy**, a lease or deed.
 - **Floor Plan**
- ✓ • **Abutter's Notification**
- ✓ • **Advertisement**
- ✓ • **Monetary Transmittal Form**
- ✓ • **\$200 Fee** paid online through our online payment portal, ePay *Paid online*
- ✓ • **Payment Receipt**
 - **Additional information**, if necessary, utilizing the formats provided and or any affidavits.
 - **Management Agreement**, if applicable *n/a*

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



Town of Natick, MA Abutters Report

Abutters of Property 24-0000089A
at 1298 WORCESTER ST
Please be aware that the abutters list reflects mailing address for the real estate tax bills as requested by the property owners. Mortgage companies, banks and other financial institutions may be receiving the notification and not the homeowner as required. Please be sure you are complying with notification requirements. Property data updated 01/08/2019. **Smashburger**

Alcohol License

| Abutter | Owner of Record | Current Owner (After January 1) |
|---|--|--|
| 24-00000091 DDH HOTEL NATICK/WORCESTER LLC 1360 WORCESTER ST | DDH HOTEL NATICK/WORCESTER LLC 319 SPEEN ST NATICK, MA 01760 L1385/135 20100618 | DDH HOTEL NATICK/WORCESTER LLC 319 SPEEN ST NATICK MA 01760 L1385/ 135 20100618 |
| 24-0000090G PEANUT ISLAND PARTNERS LLC 19 STRATHMORE RD | PEANUT ISLAND PARTNERS LLC 19 STRATHMORE RD NATICK, MA 01760 LC1363/54 20081212 | H & S PARTNERS LLC 21 STRATHMORE RD NATICK MA 01760 L1528/ 81 6/15/2018 |
| 24-0000089CF KAUFMAN/NIR LLC 27 STRATHMORE RD | KAUFMAN/NIR LLC 27 STRATHMORE RD NATICK, MA 01760 L1469/99 20150410 | KAUFMAN/NIR LLC 27 STRATHMORE RD NATICK MA 01760 L1469/ 99 20150410 |
| 24-0000090F SUNSHINE TECHNOLOGIES HOLDINGS CORP 21 STRATHMORE RD | SUNSHINE TECHNOLOGIES HOLDINGS CORP 21 STRATHMORE RD NATICK, MA 01760 L1487/86 20160331 | SUNSHINE TECHNOLOGIES HOLDINGS CORP 21 STRATHMORE RD NATICK MA 01760 L1487/ 86 20160331 |
| 24-0000090FB CID STRATHMORE LLC 23 STRATHMORE RD | CID STRATHMORE LLC 23 STRATHMORE RD NATICK, MA 01760 LC1437/63 20130701 | CID STRATHMORE LLC 23 STRATHMORE RD NATICK MA 01760 LC1437/ 63 20130701 |
| 24-00090L01 MUSEUM OF WORLD WAR II INC 6 #1 MERCER RD | MUSEUM OF WORLD WAR II INC 46 ELIOT ST NATICK, MA 01760 L136/137 20150916 | MUSEUM OF WORLD WAR II INC 46 ELIOT ST NATICK MA 01760 L136/ 137 20150916 |



Town of Natick, MA Abutters Report

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Abutters of Property 24-0000089A
at 1298 WORCESTER ST

| Abutter | Owner of Record | Current Owner (After January 1) |
|---|---|---|
| 24-000090L02 MUSEUM OF WORLD WAR II INC 6 #2 MERCER RD | MUSEUM OF WORLD WAR II INC 46 ELIOT ST NATICK, MA 01760 L136/137 20150916 | MUSEUM OF WORLD WAR II INC 46 ELIOT ST NATICK MA 01760 L136/137 20150916 |
| 24-0000090C NATICK INHAB OF THE TOWN 5 MERCER RD | NATICK INHAB OF THE TOWN 13 EAST CENTRAL ST NATICK, MA 01760 564/176 19551024 | NATICK INHAB OF THE TOWN 13 EAST CENTRAL ST NATICK MA 01760 564/176 19551024 |
| 24-00000100 FEDERATED DEPT STORES 1235 WORCESTER ST | FEDERATED DEPT STORES 7 W SEVENTH ST 19TH FLOOR CINCINNATI, OH 45202 23699/516 19930928 | FEDERATED DEPT STORES 7 W SEVENTH ST 19TH FLOOR CINCINNATI OH 45202 23699/516 19930928 |
| 24-00000101 GENERAL GROWTH PROPERTIES 1235 WORCESTER ST | GENERAL GROWTH PROPERTIES PO BOX 3487 CHICAGO, IL 60654 25959/205 19930928 | GENERAL GROWTH PROPERTIES PO BOX 3487 CHICAGO IL 60654 25959/205 19930928 |
| 24-0000101B SEARS ROEBUCK AND CO 1235 WORCESTER ST | SEARS ROEBUCK AND CO PO BOX 3487 CHICAGO, IL 60654 65201/376 20150410 | SEARS ROEBUCK AND CO PO BOX 3487 CHICAGO IL 60654 65201/376 20150410 |
| 24-0000101C GENERAL GROWTH PROPERTIES 1235 WORCESTER ST | GENERAL GROWTH PROPERTIES PO BOX 3487 CHICAGO, IL 60654 /0 0 | GENERAL GROWTH PROPERTIES C/O BROOKFIELD PROPERTIES RETAIL PO BOX 3487 CHICAGO IL 60654 /0 0 |



Town of Natick, MA Abutters Report

1 . Abutters of Property 24-0000089A
at 1298 WORCESTER ST

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| Abutter | Owner of Record | Current Owner (After January 1) |
|---|---|--|
| 24-0000101D GENERAL GROWTH PROPERTIES 1235 WORCESTER ST | GENERAL GROWTH PROPERTIES C/O BROOKFIELD PROPERTIES RETAIL CHICAGO, IL 60654 25959/205 19930928 | GENERAL GROWTH PROPERTIES C/O BROOKFIELD PROPERTIES RETAIL PO BOX 3487 CHICAGO IL 60654 25959/ 205 19930928 |
| 24-0000101E GENERAL GROWTH PROPERTIES 1245 WORCESTER ST | GENERAL GROWTH PROPERTIES C/O BROOKFIELD PROPERTIES RETAIL CHICAGO, IL 60654 25959/205 19930928 | GENERAL GROWTH PROPERTIES C/O BROOKFIELD PROPERTIES RETAIL PO BOX 3487 CHICAGO IL 60654 25959/ 205 19930928 |
| 24-0000101F GENERAL GROWTH PROPERTIES 1245 WORCESTER ST | GENERAL GROWTH PROPERTIES C/O BROOKFIELD PROPERTIES RETAIL CHICAGO, IL 60654 25959/205 19930928 | GENERAL GROWTH PROPERTIES C/O BROOKFIELD PROPERTIES RETAIL PO BOX 3487 CHICAGO IL 60654 25959/ 205 19930928 |
| 24-0000101G GENERAL GROWTH PROPERTIES 1245 WORCESTER ST | GENERAL GROWTH PROPERTIES C/O BROOKFIELD PROPERTIES RETAIL CHICAGO, IL 60654 25959/205 19930928 | GENERAL GROWTH PROPERTIES C/O BROOKFIELD PROPERTIES RETAIL PO BOX 3487 CHICAGO IL 60654 25959/ 205 19930928 |
| 24-0000090N 2-4 MERCER ROAD LLC 2 MERCER RD | 2-4 MERCER ROAD LLC 1210 BOSTON-PROVIDENCE TPKE SUITE E EAST NORWOOD, MA 02062 L1487/48 20160325 | 2-4 MERCER ROAD LLC 1210 BOSTON-PROVIDENCE TPKE SUITE E EAST NORWOOD MA 02062 L1487/ 48 20160325 |



Town of Natick, MA Abutters Report

Please be aware that the abutters list reflects mailing address for the real estate tax bills as requested by the property owners. Mortgage companies, banks and other financial institutions may be receiving the notification and not the homeowner as required. Please be sure you are complying with notification requirements. Property data updated 01/08/2019.

Abutters of Property 24-0000089A
at 1298 WORCESTER ST

| Abutter | Owner of Record | Current Owner (After January 1) |
|---|---|---|
| 24-0000089CC HC ATLANTIC DEVELOPMENT LP 0 WORCESTER ST | HC ATLANTIC DEVELOPMENT LP 393 TOTTEN POND RD SUITE 203 WALTHAM, MA 02154 24640/573 19940623 | HC ATLANTIC DEVELOPMENT LP 393 TOTTEN POND RD SUITE 203 WALTHAM MA 02154 24640/ 573 19940623 |
| 24-0000089K HC ATLANTIC DEVELOPMENT LP 1 MERCER RD | HC ATLANTIC DEVELOPMENT LP 393 TOTTEN POND RD SUITE 203 WALTHAM, MA 02154 24640/573 19940623 | HC ATLANTIC DEVELOPMENT LP 393 TOTTEN POND RD SUITE 203 WALTHAM MA 02154 24640/ 573 19940623 |
| 24-0000089CD HC ATLANTIC DEVELOPMENT LP 1290 WORCESTER ST | HC ATLANTIC DEVELOPMENT LP 393 TOTTEN POND RD SUITE 203 WALTHAM, MA 02154 24640/573 19940623 | HC ATLANTIC DEVELOPMENT LP 393 TOTTEN POND RD SUITE 203 WALTHAM MA 02154 24640/ 573 19940623 |
| 24-0000089CB HC ATLANTIC DEVELOPMENT LP 29 STRATHMORE RD | HC ATLANTIC DEVELOPMENT LP 393 TOTTEN POND RD SUITE 203 WALTHAM, MA 02154 24640/573 19940623 | HC ATLANTIC DEVELOPMENT LP 393 TOTTEN POND RD SUITE 203 WALTHAM MA 02154 24640/ 573 19940623 |
| 24-00000101A FEDERATED DEPT STORES 1235 WORCESTER ST | FEDERATED DEPT STORES 5065 MAIN ST TRUMBULL, CT 06611 25959/205 19930928 | FEDERATED DEPT STORES 5065 MAIN ST TRUMBULL CT 06611 25959/ 205 19930928 |



Donna Donovan <ddonovan@natickma.org>

Re: Smashburger - Liquor License Application

1 message

Brian Lauzon <lauzon@natickpolice.com>
To: Donna Donovan <ddonovan@natickma.org>

Sat, Jul 20, 2019 at 7:43 PM

Donna,

After review and follow-up with the applicant, we would recommend that Mr. Wright now be approved by the BOS, acting as the licensing authority for the Town of Natick, as the Manager of Record for the Beer and Wine license held by Smashburger, located at [1298 Worcester Street, Natick](#).

Respectfully,

Lt. Brian G. Lauzon

On Tue, Jun 18, 2019 at 1:28 PM Donna Donovan <ddonovan@natickma.org> wrote:

Hi Linda,

Alan Wright just informed me that this will not be ready for Monday. He has requested that we hold the hearing on July 8th.

Donna Donovan
Senior Executive Assistant
Town of Natick
508-647-6410

On Tue, Jun 18, 2019 at 12:20 PM McLellan, Linda <LMcLellan@smashburger.com> wrote:

Hi Donna,

Alan Wright is the store manager. Thomas Ryan is the officer of Smashburger Acquisition – Boston LLC (the entity that holds the license). I might have misunderstood which name was to be entered in this space, but opted for Tom Ryan's since the section is dealing with the entity. Let me know if you need me to change the name on that page.

Linda McLellan | Director of Legal Administration

lmclellan@smashburger.com

(303) 633-1511

SMASHBURGER

[3900 East Mexico Avenue](#)

[Suite #1100](#)

[Denver, CO 80210](#)

From: Donna Donovan [mailto:ddonovan@natickma.org]

Sent: Tuesday, June 18, 2019 10:14 AM

To: McLellan, Linda

Subject: Re: Smashburger - Liquor License Application

Hi Linda,

Page 1 of your application lists Thomas Ryan as manager of record. Isn't Alan Wright the manager of record?

Donna Donovan

Senior Executive Assistant

Town of Natick

508-647-6410

On Thu, Jun 6, 2019 at 6:04 PM McLellan, Linda <LMcLellan@smashburger.com> wrote:

Hi Donna,

Please see the attached email I sent to you on June 3 shortly after I received your email of the same date. If you sent an email in reply to the attached email, I did not receive it.

Thanks,

Linda McLellan | Director of Legal Administration

lmclellan@smashburger.com

(303) 633-1511

SMASHBURGER

[3900 East Mexico Avenue](#)

[Suite #1100](#)

[Denver, CO 80210](#)

From: Donna Donovan [mailto:ddonovan@natickma.org]

Sent: Thursday, June 06, 2019 2:21 PM

To: McLellan, Linda
Subject: Re: Smashburger - Liquor License Application

Hi Linda,

What is the status of this?

Thank you.

Donna Donovan
Senior Executive Assistant
Town of Natick
508-647-6410

On Mon, Jun 3, 2019 at 2:59 PM Donna Donovan <ddonovan@natickma.org> wrote:

Hi Linda,

Alan came in but he did not leave it. I told him we needed a correct corporate vote. I also noticed on the attached that his address is not completely filled out.

Donna Donovan
Senior Executive Assistant
Town of Natick
508-647-6410

On Mon, Jun 3, 2019 at 2:46 PM McLellan, Linda <LMcLellan@smashburger.com> wrote:

Good afternoon, Donna.

We were notified this morning that the Manager submitted his originally signed page 5 to the Application for New License and his notarized CORI Request Form. As promised, for ease of review, attached are a cover letter and a complete copy of the Application for a New License, with all required attachments.

Please let us know if you need any further documentation.

Thank you so much!

Linda

Linda McLellan | Director of Legal Administration

lmclellan@smashburger.com

(303) 633-1511

SMASHBURGER

[3900 East Mexico Avenue](#)

[Suite #1100](#)

[Denver, CO 80210](#)

CONFIDENTIALITY NOTICE TO RECIPIENT:

This email (including attachments) is covered by the Electronic Communications Privacy Act, 18 U.S.C. 2510-2521, is confidential and may be legally privileged(including, without limitation, attorney-client privilege). If you are not the intended recipient, you are hereby notified that any retention, dissemination, distribution or copying of this communication is strictly prohibited. If you have received this message in error, please notify the sender, and delete it immediately.

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ITEM TITLE: Public Hearing: Natick Avenu, LLC - Superior Drive Application to Store Flammable Storage

ITEM SUMMARY:

ATTACHMENTS:

| Description | Upload Date | Type |
|--------------------|--------------------|-------------|
| Hearing Notice | 7/31/2019 | Cover Memo |
| Application | 7/31/2019 | Cover Memo |
| Plan Set | 7/31/2019 | Cover Memo |

TOWN OF NATICK

NOTICE OF PUBLIC HEARING

Notice is hereby given pursuant to Massachusetts General Laws, Chapter 148, as amended, that a public hearing will be held in the Natick Town Hall, 13 East Central Street, Natick, Massachusetts on Monday, August 5, 2019, at 7:00 pm, upon the application of Natick Avenu Owner, LLC. to store gasoline (3,680 gallon maximum) in tanks of parked vehicles in the parking garage on the property located at 3 Superior Drive. Natick, Massachusetts in accordance with the rules and regulations adopted under said Chapter

Jonathan Freedman, Clerk



FP-002A
(Rev. 1.2018)

The Commonwealth of Massachusetts

City/Town of Natick

Application For License

Massachusetts General Law, Chapter 148 §13

☒ New License ☐ Amended License

GIS Coordinates

LAT.

LONG.

License Number

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

Location of Land: 3 Superior Drive, Map 17/Block 1; Map 25/Block 276; Map 25/Block 277
Number, Street and Assessor's Map and Parcel ID

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

Owner of Land: Natick Avenu Owner LLC

Address of Land Owner: 2310 Washington Street, Newton Lower Falls, MA 02462

Use and Occupancy of Buildings and Structures: Residential Apartments

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

Attach a copy of the current license

Flammable and Combustible Liquids, Flammable Gases and Solids

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

| PRODUCT NAME | CLASS | MAXIMUM QUANTITY | UNITS gal., lbs, cubic feet | CONTAINER UST, AST, IBC, drums |
|--------------|-------|------------------|-----------------------------------|--------------------------------------|
| Gasoline | I | 3,680 | gal | automobiles |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Total quantity of all flammable liquids to be stored: 3,680

Total quantity of all combustible liquids to be stored: _____

Total quantity of all flammable gases to be stored: _____

Total quantity of all flammable solids to be stored: _____

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

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

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

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

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

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

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

Fireworks (Complete this section for the storage of fireworks)

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

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

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

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

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

Explosives (Complete this section for the storage of explosives)

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

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

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

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

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

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

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

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

Signature Katie Snyder Date 7/12/19 Name Katie Snyder

Fire Department Use Only

I, Inspector Roy L, Head of the Natick Fire Prevention Fire Department endorse this application with my

☒ Approval ☐ Disapproval

Signature of Head of the Fire Department

Date

Recommendations: _____

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

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

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

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

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

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

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

Fireworks (Complete this section for the storage of fireworks)

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

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

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

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

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

Explosives (Complete this section for the storage of explosives)

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

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

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

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

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

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

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

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

Signature _____ Date _____ Name _____

Fire Department Use Only

I, Inspector Roy, Head of the Natick Fire Prevention Fire Department endorse this application with my

☒ Approval ☐ Disapproval

Signature of Head of the Fire Department

Date

Recommendations: _____



FP-002
(Rev. 1.1.2015)

The Commonwealth of Massachusetts
City/Town of Natick

License

Massachusetts General Law, Chapter 148 §13

☒ New License ☐ Amended License

After notice and hearing, and in accordance with Chapter 148 of the Mass. General Laws,
a license is hereby granted to use the land herein described for the purposes described.

Location of Land: 3 Superior Drive, Map 17/Block 1; Map 25/Block 276; Map 25/Block 277

Number, Street and Assessor's Map and Parcel ID

Owner of Land: Natick Avenu Owner LLC

Address of Land Owner: 2310 Washington Street, Newton Lower Falls, MA 02462

GIS Coordinates

LAT.

LONG.

License Number

Flammable and Combustible Liquids, Flammable Gases and Solids

Complete this section for the storage of flammable and combustible liquids, solids, and gases. All tanks and containers are considered full for the purposes of licensing and permitting. (Attach additional pages if necessary.)

| PRODUCT NAME | CLASS | MAXIMUM QUANTITY | UNITS gal., lbs, cubic feet | CONTAINER UST, AST, IBC, drums |
|--------------|-------|------------------|-----------------------------------|--------------------------------------|
| Gasoline | I | 3,680 | gal | automobiles |
| | | | | |
| | | | | |
| | | | | |

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

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

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

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

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

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

Fireworks *(Complete this section for the storage of fireworks)*

❖ Maximum amount (in pounds) of Class 1.3G: _____

❖ Maximum amount (in pounds) of Class 1.4G: _____

❖ Maximum amount (in pounds) of Class 1.4: _____

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

**THIS LICENSE OR A CERTIFIED COPY THEREOF MUST BE CONSPICUOUSLY
POSTED ON THE LAND FOR WHICH IT IS GRANTED.**

Explosives *(Complete this section for the storage of explosives)*

- | | |
|--|---|
| ❖ Maximum amount (in pounds) of Class 1.1: _____ | Number of magazines used for storage: _____ |
| ❖ Maximum amount (in pounds) of Class 1.2: _____ | Number of magazines used for storage: _____ |
| ❖ Maximum amount (in pounds) of Class 1.3: _____ | Number of magazines used for storage: _____ |
| ❖ Maximum amount (in pounds) of Class 1.4: _____ | Number of magazines used for storage: _____ |
| ❖ Maximum amount (in pounds) of Class 1.5: _____ | Number of magazines used for storage: _____ |
| ❖ Maximum amount (in pounds) of Class 1.6: _____ | Number of magazines used for storage: _____ |

Licensing Authority Use:

This license is granted upon the condition that the licensed activity will comply with all applicable laws, codes, rules and regulations, including but not limited to Massachusetts General Law, Chapter 148, and the Massachusetts Fire Code (527 CMR 1.00) as amended. The license holder may not store materials in an amount exceeding the capacities herein specified unless and until any amended license has been granted.

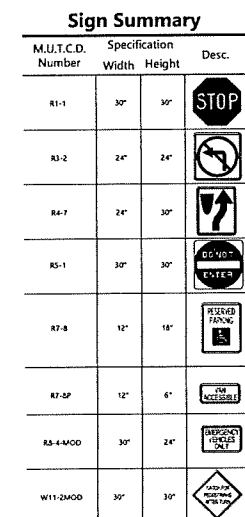
ADDITIONAL RESTRICTIONS:

Signature of Licensing Authority

Title

Date

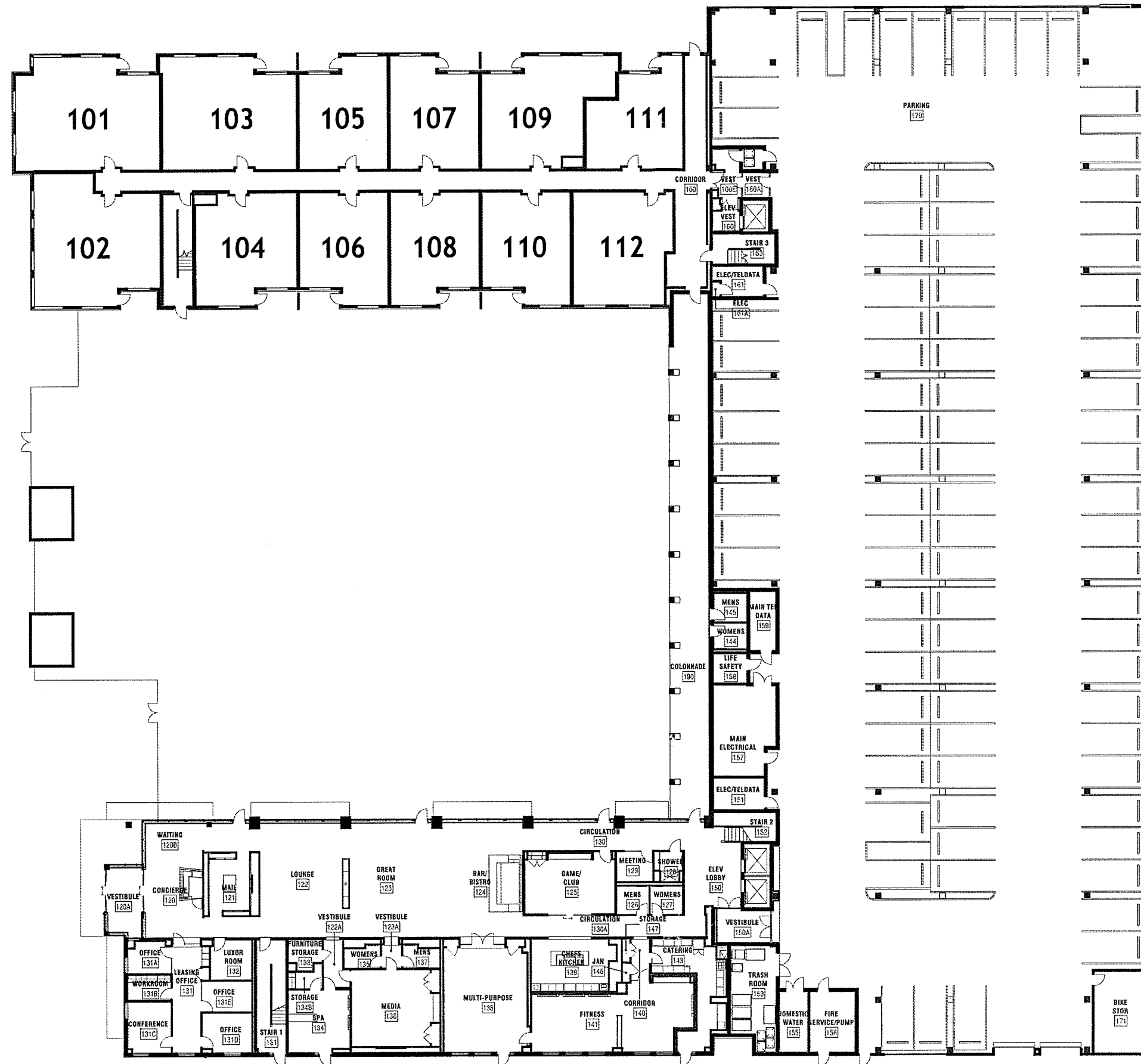
**THIS LICENSE OR A CERTIFIED COPY THEREOF MUST BE CONSPICUOUSLY
POSTED ON THE LAND FOR WHICH IT IS GRANTED.**



| No | Revision | Date | Approved |
|----|---------------------|------------|----------|
| 1 | BULLETIN 001 - SITE | 12/15/2017 | AWD |
| 2 | BULLETIN 007 - SITE | 3/23/2018 | AWD |
| 3 | BULLETIN 023 - SITE | 8/6/2018 | AWD |

Layout and Materials Plan

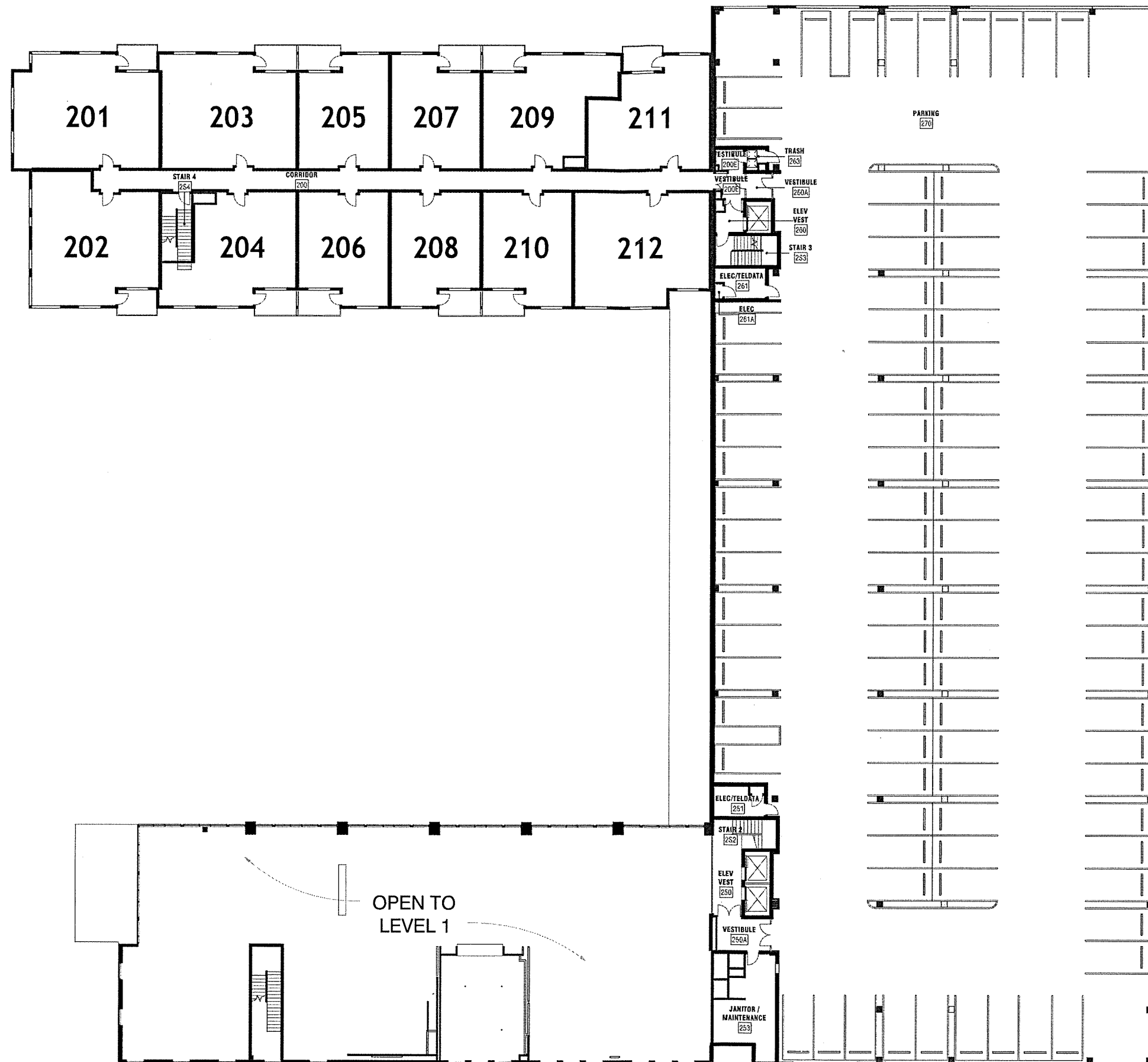
C-3



AVENU AT NATICK
3 Superior Drive
Natick, MA 01760

LEVEL 1
87 PARKING SPACES

AVENU AT NATICK
3 Superior Drive
Natick, MA 01760



LEVEL 2
97 PARKING SPACES

NOTES
SEE A111.1-11.15 FOR ENLARGED BUILDING PLANS BY
QUADRANT (BY, SEE, NE, NW).
SEE A051-A070 FOR ENLARGED RESIDENTIAL UNIT PLANS BY
TYPE (TYPE NOTED WITH UNIT NUMBER).

ELKUS | MANFREDI
ARCHITECTS

1400 35 GAYDOCK AVENUE
BOSTON, MASSACHUSETTS 02210
(617) 426-1300

AVENUE
1225 Worcester Street
Natick, Massachusetts

AVENUE
at natick

Client
ND Acquisitions LLC
c/o
**NATIONAL
DEVELOPMENT**
2310 Washington Street
Newton Lower Falls, MA 02462
617.527.0800

Construction Manager
Cranshaw Construction
2310 Washington Street
Newton Lower Falls, MA 02462
617.965.7300

Geotechnical Engineer
Sanborn Head & Associates, Inc.
239 Causeway Street, Suite 105
Boston, Massachusetts 02114
657.327.9730

Civil Engineer - SEE SITE SET
VHB
Union Station, Suite 219
2 Washington Square
Worcester, Massachusetts 01804
508.752.1001

Landscape Consultant - SEE SITE SET
Slanteo
226 Causeway Street, Sixth Floor
Boston, Massachusetts 02114
617.523.8103

Structural Engineer
Souza, True and Partners, Inc.
265 Winter Street, Third Floor
Waltham, Massachusetts 02451
617.928.6100

MEP Engineer
AHA Consulting Engineers
24 Hartford Avenue
Ludington, Massachusetts 02421
781.372.3000

Code Consultant
Cosentini
101 Federal Street, Sixth Floor
Boston, Massachusetts 02110
617.748.7800

Exterior Envelope Consultant
Simpson Gumpertz & Heger Inc.
41 Seyon Street, Building 1, Suite 500
Waltham, Massachusetts 02453
781.907.9000

October 27, 2017
CONSTRUCTION DOCUMENTS

PROJECT NUMBER: 18129

DATE: October 27, 2017

REVISIONS:
1 BULLETIN 002 12/15/17
2 BULLETIN 009 04/30/18
3 BULLETIN 014 05/14/18

SCALE: 1/16" = 1'-0"

DRAWING NAME:
FLOOR PLAN LEVEL 1

DRAWING NUMBER:

A101

02/20/2018 5:42:30 PM

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NOTES
SEE A111-A115 FOR ENLARGED BUILDING PLANS BY
DATE: 08/15/17 (BY: E.E. M.M.)
SEE A551-A570 FOR ENLARGED RESIDENTIAL UNIT PLANS BY
TYPE (TYPE NOTED WITH UNIT NUMBER)

ELKUS | MANFREDI
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1225 WORCESTER AVENUE
BOSTON, MASSACHUSETTS 02110
(617) 426-1300

AVENUE
1225 Worcester Street
Natick, Massachusetts

AVENUE
at natick

Client:
ND Acquisitions LLC
c/o
NATIONAL DEVELOPMENT
2310 Washington Street
Newton Lower Falls, MA 02462
617.527.9800

Construction Manager:
Cranshaw Construction
2310 Washington Street
Newton Lower Falls, MA 02462
617.965.7300

Geotechnical Engineer:
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239 Causeway Street, Suite 105
Boston, Massachusetts 02114
657.327.9730

Civil Engineer - SEE SITE SET
VHB
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2 Washington Square
Worcester, Massachusetts 01604
508.752.1001

Landscape Consultant - SEE SITE SET
Stantec
228 Causeway Street, Sixth Floor
Boston, Massachusetts 02114
617.523.6103

Structural Engineer:
Souza, True and Partners, Inc.
265 Winter Street, Third Floor
Waltham, Massachusetts 02451
617.928.6100

MEP Engineer:
AHA Consulting Engineers
24 Hartwell Avenue
Lexington, Massachusetts 02421
781.372.3000

Code Consultant:
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Boston, Massachusetts 02110
617.748.7800

Exterior Envelope Consultant:
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781.907.9000

October 27, 2017
CONSTRUCTION DOCUMENTS

PROJECT NUMBER: 18129

DATE: October 27, 2017

REVISIONS:

1 BULLETIN 014 06/14/18

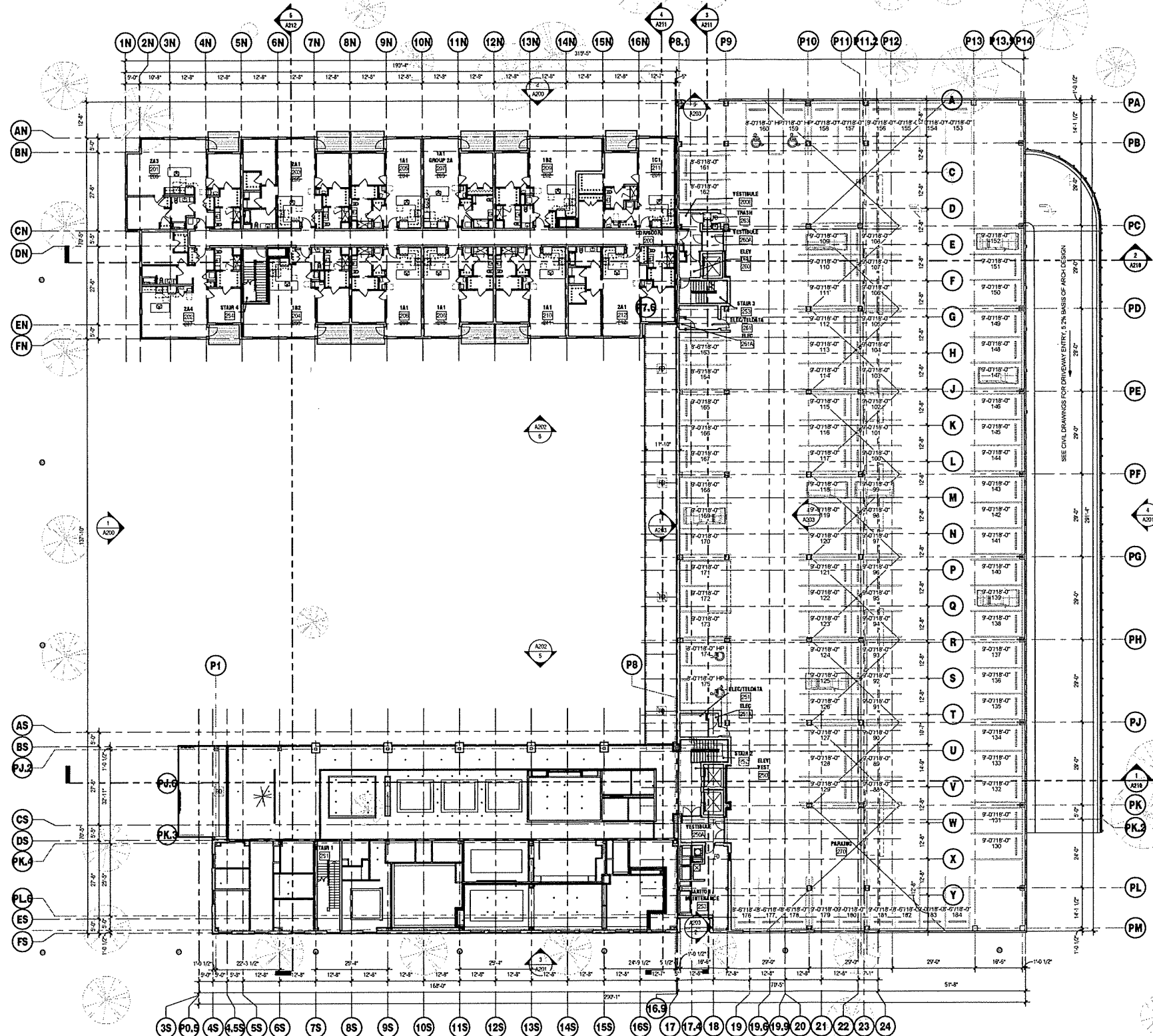
SCALE: 1/16" = 1'-0"

DRAWING NAME:

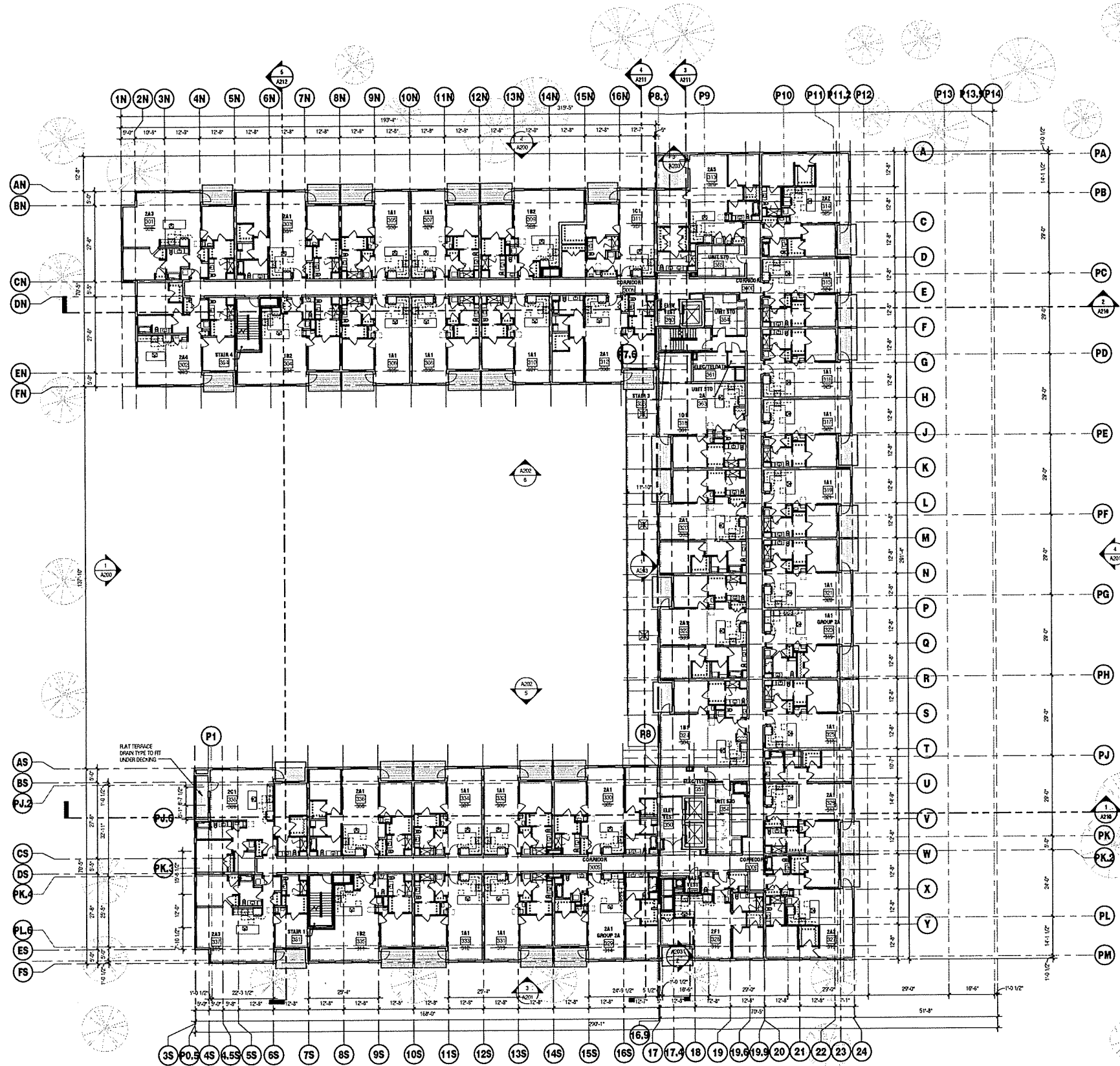
FLOOR PLAN LEVEL 2

Residential Unit
Number Changes

A102



02/20/18 5:43:58 PM
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NOTES
SEE A111-A116 FOR ENLARGED BUILDING PLANS BY
DIAPHRAM (SW, SE, NE, NW)
SEE A851-A870 FOR ENLARGED RESIDENTIAL UNIT PLANS BY
TYPE (TYPE NOTED WITH UNIT NUMBER)

ELKUS | MANFREDI
ARCHITECTS

(c44-m) 25 DARTMOUTH AVENUE
BOSTON, MASSACHUSETTS 02210
Tel: 617.426.1100

AVENUE
1225 Worcester Street
Natick, Massachusetts

AVENUE
at natick

Client
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c/o
NATIONAL
DEVELOPMENT
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Newton Lower Falls, MA 02462
617.527.9800

Construction Manager
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Newton Lower Falls, MA 02462
617.965.7300

Geotechnical Engineer
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Boston, Massachusetts 02114
657.327.9730

Civil Engineer - SEE SITE SET
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2 Washington Square
Worcester, Massachusetts 01604
508.752.1001

Landscape Consultant - SEE SITE SET
Slartico
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Boston, Massachusetts 02114
617.523.8103

Structural Engineer
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Waltham, Massachusetts 02451
617.926.6100

MEP Engineer
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Exterior Envelope Consultant
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41 Seyon Street, Building 1, Suite 500
Waltham, Massachusetts 02453
781.907.9900

October 27, 2017
CONSTRUCTION DOCUMENTS

PROJECT NUMBER: 18129

DATE: October 27, 2017

REVISIONS:
1 BULLETIN 014 06/14/18

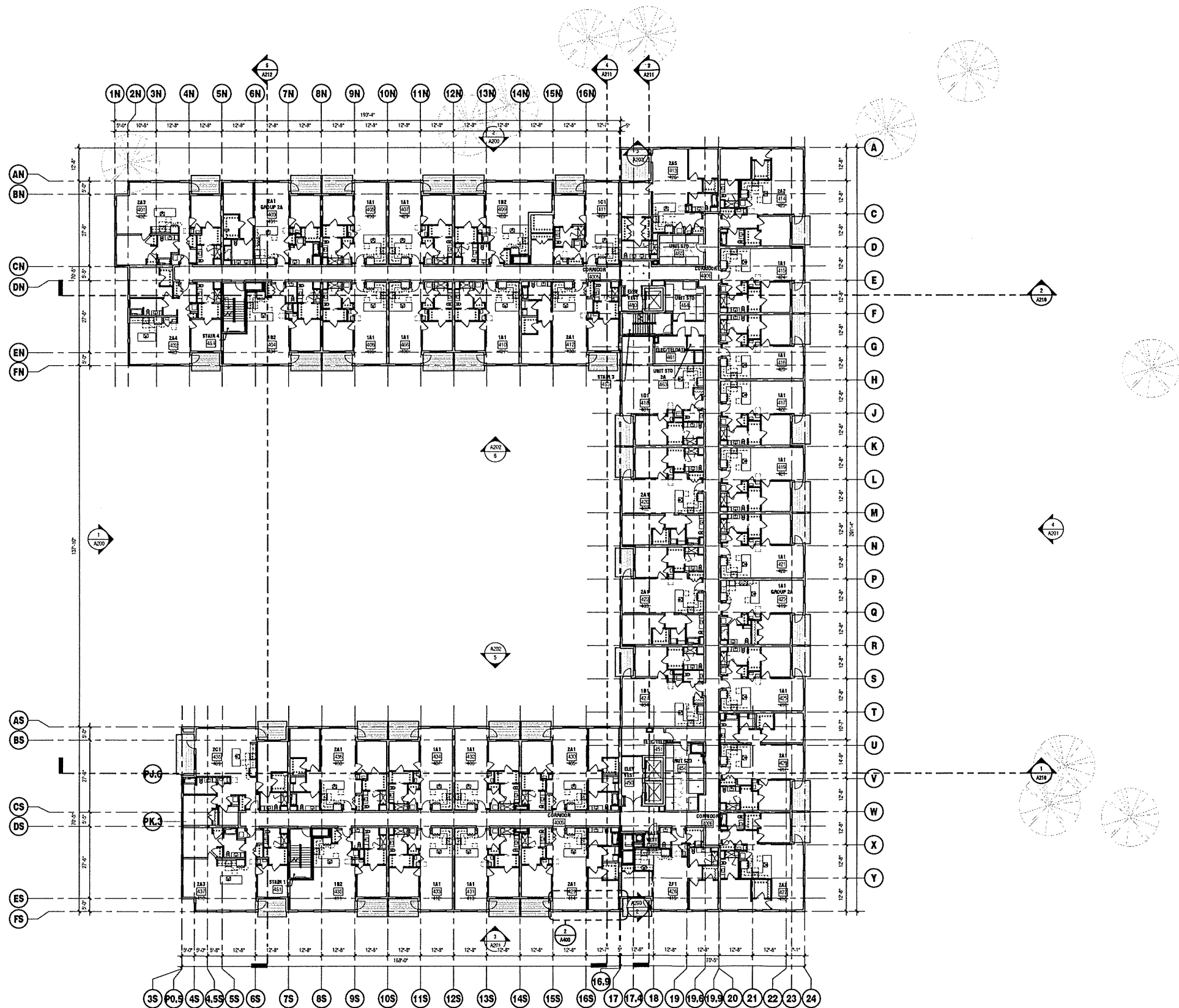
SCALE: 1/16" = 1'-0"

DRAWING NAME:
FLOOR PLAN LEVEL 3

DRAWING NUMBER:
A103



02/20/18 8:41:13 PM
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NOTES
SEE A111-A118 FOR ENLARGED BUILDING PLANS BY
QUADRANT (BY 1/2", 1/4", 1/8", 1/16").
SEE A51-A57 FOR ENLARGED RESIDENTIAL UNIT PLANS BY
TYPE (TYPE NOTED WITH UNIT NUMBER).

ELKUS | MANFREDI
ARCHITECTS

1440-15 25 BRIDGEC AVENUE
BOSTON MASSACHUSETTS 02210
(tel) 617.426.1300

AVENUE
1225 Worcester Street
Natick, Massachusetts

AVENUE
at natick

Client
ND Acquisitions LLC
c/o
NATIONAL DEVELOPMENT
2310 Washington Street
Newton Lower Falls, MA 02462
617.527.9800

Construction Manager
Cranshaw Construction
2310 Washington Street
Newton Lower Falls, MA 02462
617.965.7300

Geotechnical Engineer
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Boston, Massachusetts 02114
657.327.9730

Civil Engineer - SEE SITE SET
VHB
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2 Washington Square
Worcester, Massachusetts 01504
508.752.1001

Landscape Consultant - SEE SITE SET
Stantec
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617.523.8103

Structural Engineer
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Waltham, Massachusetts 02451
617.928.6100

MEP Engineer
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Lexington, Massachusetts 02421
781.372.3000

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101 Federal Street, Sixth Floor
Boston, Massachusetts 02110
617.748.7800

Exterior Envelope Consultant
Simpson Gumpertz & Heger Inc.
41 Seyon Street, Building 1, Suite 500
Waltham, Massachusetts 02453
781.907.9000

October 27, 2017
CONSTRUCTION DOCUMENTS

PROJECT NUMBER: 18129

DATE: October 27, 2017

| REVISIONS: | | |
|------------|--------------|----------|
| 1 | BULLETIN 014 | 09/14/18 |
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| | | |

SCALE: 1/16" = 1'-0"

DRAWING NAME:
FLOOR PLAN LEVEL 4

RESIDENTIAL UNIT
NUMBER CHANGES

Ref. North
DRAWING NUMBER:

A104

AVENU

1225 Worcester Street
Natick, Massachusetts

AVENŪ
at natick

Client
ND Acquisitions LLC
c/o



2310 Washington Street
Newton Lower Falls, MA 02462
817.527.9800

Construction Manager
Cranshaw Construction
2310 Washington Street
Newton Lower Falls, MA 02462
617.965.7300

Geotechnical Engineer
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Boston, Massachusetts 02114
857.327.9730

Civil Engineer - SEE SITE SET
VHB
Union Station, Suite 219
2 Washington Square
Worcester, Massachusetts 01604
508.752.1001

Landscape Consultant - SEE SITE SET
Slantec
226 Causeway Street, Sixth Floor
Boston, Massachusetts 02114
617.523.8103

Structural Engineer
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Lexington, Massachusetts 02421
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Exterior Envelope Consultant
Simpson Gumpertz & Heger Inc.
41 Seyon Street, Building 1, Suite 500
Waltham, Massachusetts 02453
781.907.9000

October 27, 2017

CONSTRUCTION DOCUMENTS

PROJECT NUMBER: 16129

DATE: October 27, 2017

REVISIONS:

| | | |
|---|--------------|----------|
| 1 | BULLETIN 014 | 06/14/18 |
| 2 | BULLETIN 025 | 10/08/18 |

SCALE: $1/15" = 1'-0"$

DRAWING NAME:

FLOOR PLAN LEVEL 6

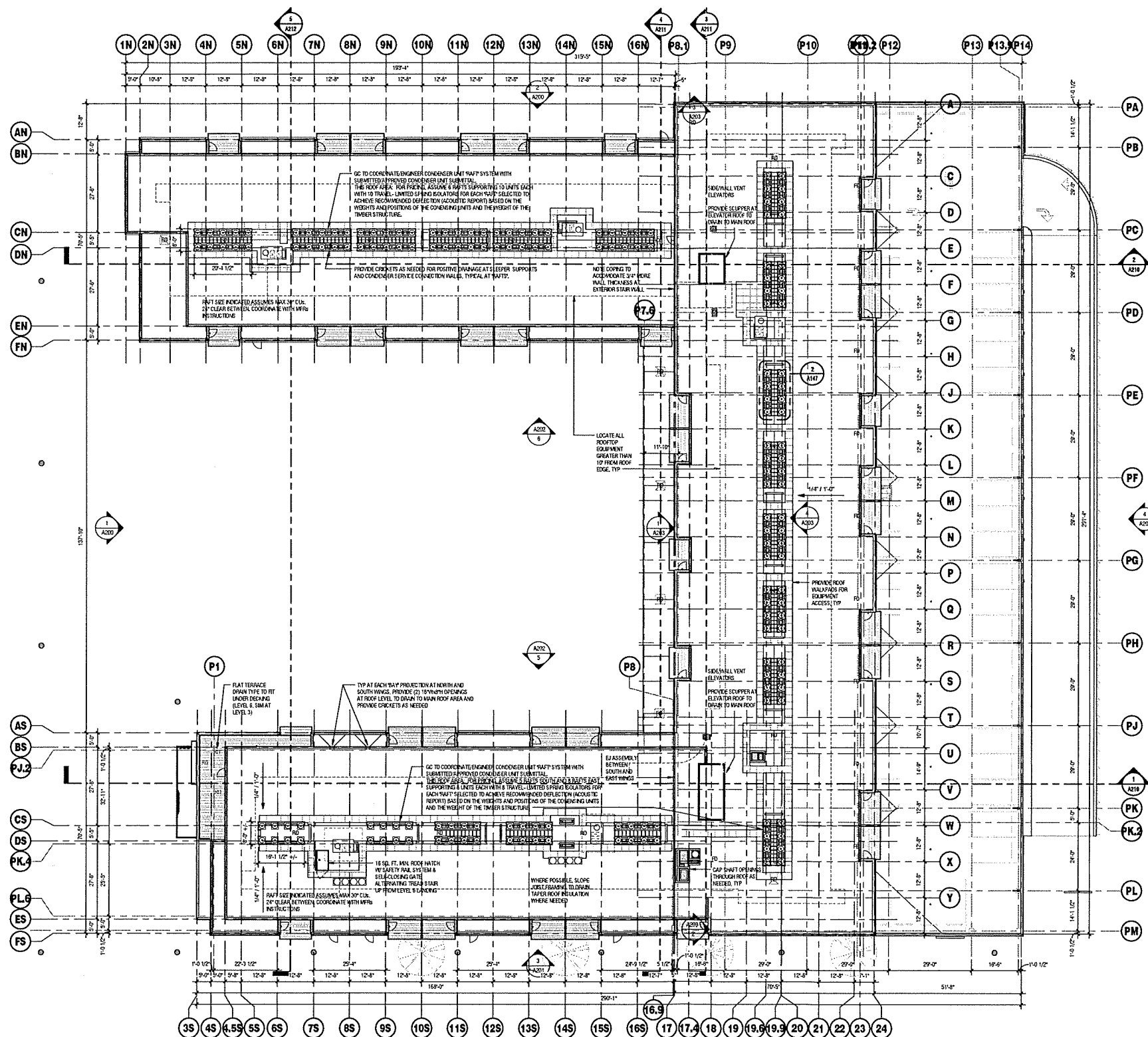
Ref. North

DRAWING NUMBER:

A106

10/20/2017 3:05:45 PM

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ELKUS | MANFREDI
ARCHITECTS

1225 WORCESTER STREET
BOSTON, MASSACHUSETTS 02110
TEL: 617.426.1300

AVENUE
1225 Worcester Street
Natick, Massachusetts

AVENUE
at natick

Client
ND Acquisitions LLC
c/o
NATIONAL DEVELOPMENT

2310 Washington Street
Newton Lower Falls, MA 02462
617.527.9800

Construction Manager
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617.965.7300

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Stanlec
228 Causeway Street, Sixth Floor
Boston, Massachusetts 02114
617.523.8103

Structural Engineer
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285 Winter Street, Third Floor
Waltham, Massachusetts 02451
617.928.6100

MEP Engineer
AHA Consulting Engineers
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781.372.3000

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Boston, Massachusetts 02110
617.745.7800

Exterior Envelope Consultant
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Waltham, Massachusetts 02453
781.907.9000

October 27, 2017
CONSTRUCTION DOCUMENTS

PROJECT NUMBER: 16129

DATE: October 27, 2017

REVISIONS:

SCALE: 1/8" = 1'-0"

DRAWING NAME:
ROOF PLAN

DRAWING NUMBER:

A107

ITEM TITLE: Supervisor of Land and Natural Resources:Appeal Objection to the Removal of
Public Shade Trees along Strafford Rd & Drury Lane

ITEM SUMMARY:

ITEM TITLE: Parking on East Street/Referral to Safety Committee
ITEM SUMMARY:

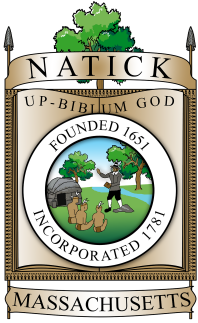
ITEM TITLE: 2019 FATM Warrant/Board Sponsored Articles

ITEM SUMMARY:

- a. Unaccepted Ways/MGL Ch. 40, S. 6N
- b. Kennedy Middle School/Article 97 Land Dedication
- c. West Natick Fire Station/MassDOT Easement
- d. Storm Water and Erosion Control By-law Amendment
- e. Commission on Disability/BOS Appointments

ATTACHMENTS:

| Description | Upload Date | Type |
|--|--------------------|-------------|
| Memo RE Street Acceptances-B. McDowell | 8/2/2019 | Cover Memo |
| Proposed Warrant Article: Eliot Hill Rd, Merifield Ln, Woodcock Path | 8/2/2019 | Cover Memo |
| Proposed Warrant Article: Clearview Dr | 8/2/2019 | Cover Memo |
| Proposed Warrant Article: Michael Terr | 8/2/2019 | Cover Memo |
| Natick Private Way By-law | 7/19/2019 | Cover Memo |
| Senior Property Tax Exemption-Proposed Warrant Article | 7/25/2019 | Cover Memo |
| Memo & Proposed Warrant Article RE: Stormwater-J. Wilson Martin | 8/1/2019 | Cover Memo |



TOWN OF NATICK MASSACHUSETTS

JEREMY T. MARSETTE, P.E.
DIRECTOR

WILLIAM E. MCDOWELL, P.E.
TOWN ENGINEER

To: Board of Selectmen
Melissa Malone, Town Administrator
William Chenard, Deputy Town Administrator, Operations

CC: Jeremy Marsette, P.E., Director of Public Works

From: Bill McDowell, P.E., Town Engineer

Date: July 31, 2019

Re: Street Acceptances – Eliot Acres, Eliot Acres Section II and Countryside Acres

At the July 8th 2019 Board of Selectmen's meeting, the Department requested that the Board vote to sponsor three Warrant Articles for the Fall Town Meeting to see if the Town would vote to accept the remaining portions of five streets in Town. The streets included:

- Eliot Hill Road – Western portion
- Merifield Lane – Western portion
- Woodcock Path – Entire
- Michael Terrace – Eastern portion
- Clearview Drive – Eastern portion

Attached please find suggested language for the Warrant Articles for your review. The current limits of acceptance are not clearly identified by metes and bounds in earlier street acceptance warrants and therefore these articles note that the intention is to accept the streets in their entirety as laid out in the original subdivision documents endorsed by the Planning Board.

Article XX

Street Acceptance

EILOT HILL ROAD

MERIFIELD LANE

WOODCOCK PATH

To see if the Town will vote to accept **Eliot Hill Road, Merifield Lane** and **Woodcock Path** as public ways, and any appurtenant easements thereto, as laid out as shown a plan entitled "Eliot Acres Section II, a Subdivision of land in Natick Mass. " dated July 30 1966, Prepared by Schofield Brothers Registered Land Surveyors & Civil Engineers, recorded at the Middlesex (South) Registry of Deeds as plan Number 1122 of 1967, book 11401, Page 527; to see if the Town will vote to authorize the Board of Selectmen to acquire by gift, purchase, eminent domain or otherwise, easements in any land necessary for laying out and acceptance of Eliot Hill Road, and any appurtenant drainage, utility or other easements related to said Eliot Hill Road and/or to accept grants thereof; and further to authorize the Board of Selectmen and other Applicable Town of Natick Boards and personnel to take all related actions necessary or appropriate to accomplish the purposes of this article; Meaning and intending to accept the remainder of Eliot Hill Road, Merifield Lane and Woodcock Path, such that the entirety of these named roads are accepted by the Town as public ways.

ARTICLE XX

Street Acceptance

CLEARVIEW DRIVE

To see if the Town will vote to accept **Clearview Drive** as a public way, and any appurtenant easements thereto, as laid out as shown a plan entitled "Revised plan of Eliot Acres Plan of Land in Natick Mass. " dated September 26, 1966, Prepared by McCarthy Engineering Services, recorded at the Middlesex (South) Registry of Deeds as plan Number 1308(A of 2) of 1966, Book 11245, Last page; to see if the Town will vote to authorize the Board of Selectmen to acquire by gift, purchase, eminent domain or otherwise, easements in any land necessary for laying out and acceptance of Clearview Drive, and any appurtenant drainage, utility or other easements related to said Eliot Hill Road and/or to accept grants thereof; and further to authorize the Board of Selectmen and other Applicable Town of Natick Boards and personnel to take all related actions necessary or appropriate to accomplish the purposes of this article; Meaning and intending to accept the remainder of Clearview Drive, such that the entirety of this named road is accepted by the Town as a public way.

ARTICLE XX

Street Acceptance

Michael Terrace

To see if the Town will vote to accept **Michael Terrace** as a public way, and any appurtenant easements thereto, as laid out as shown a plan entitled "Countryside Acres, Subdivision of Land in Natick Mass. " dated May 14, 1962, Prepared by McCarthy Engineering Service Inc., recorded at the Middlesex (South) Registry of Deeds as plan Number 1332 of 1963, book 10,363, Page 221; to see if the Town will vote to authorize the Board of Selectmen to acquire by gift, purchase, eminent domain or otherwise, easements in any land necessary for laying out and acceptance of Michael Terrace, and any appurtenant drainage, utility or other easements related to said Michael Terrace and/or to accept grants thereof; and further to authorize the Board of Selectmen and other Applicable Town of Natick Boards and personnel to take all related actions necessary or appropriate to accomplish the purposes of this article; Meaning and intending to accept the remainder of **Michael Terrace**, such that the entirety of this named road is accepted by the Town as a public way.

Draft Warrant Article Language:

To see whether the Town will vote to amend Article 70 of the Town of Natick By-Laws as follows:

1. Remove the second, third and fourth paragraph of Section 6
2. Insert new Section 8 with the wording:

“Section 8 Private Ways

Snow and Ice Removal. The Town may remove snow and ice from such private ways for emergency vehicle access in accordance with Massachusetts General Laws and Board of Selectmen regulations and policies.

Barriers. Barricades, obstacles, or vehicles on private ways that are a barrier to prompt and appropriate emergency access shall be removed on order of the Police or Fire Chief, at the expense of the owner or owners of the private way. However, if the barrier is a vehicle, it shall be removed on order of the Police or Fire Chief and at the expense of the owner of the vehicle.

Temporary Repairs. The Town may perform temporary repairs to private ways that have been open to the public for a period of at least six (6) years. The Town may only perform temporary repairs in accordance with regulations and policies issued by the Board of Selectmen and that are determined by the Director of Public Works to be required for public necessity.

Said temporary repairs shall be considered necessary if they abate an immediate hazard. They shall not be considered as maintenance of the private way nor shall the way be considered a public way. Cash deposits or payments shall not be required and betterment charges shall not be assessed for said temporary repairs.

The Town shall not be liable for any damage to private property caused by such repairs, except as otherwise provided by law. The Town shall not incur any liability whatsoever on account of action or inaction resulting pursuant to this By-Law.”

Article 70 Public Works Regulations

Section 6 Betterments

Whenever betterments are assessed in connection with a public way, the entire cost of the construction of streets on said ways shall be assessed to the abutters and one-half (1/2) of the costs of construction of sidewalks shall be assessed to the abutters, provided, however, that this section shall not apply to a subdivision of land under Section 81 of Chapter 41 of the General Laws as amended.

~~The Director of Public Works may make repairs to private ways providing that an Annual or Special Town Meeting determines that the repairs are required by public necessity and convenience and a majority of the abutters petition for such repairs to be made and that the way has been open to public use for a period of six (6) years. Such repairs shall include the installation and construction of drainage if necessary, and the filling of holes in the sub-surface of such ways and repairs to the surface materials thereof. Materials for such repairs shall, where practical, be the same as or similar to those used for existing surfaces of such ways but may include surfacing the ways with bituminous materials including but not limited to bituminous concrete.~~

~~The Town Administrator shall assess betterment's upon the owners of estates which derive particular advantage from the making of such repairs on any such private way. Such assessment shall be a sum equal, in the aggregate, to the total cost of such repairs and, in the case of each such estate, in proportion to the frontage thereof on such way. Except as otherwise provided, the provisions of Chapter 80 of the General Laws, as amended, relating to public improvements and assessments thereof shall apply to repairs to private ways ordered to be made under this section; provided that no assessment amounting to less than five hundred dollars (\$500.00) shall be apportioned and no assessment may be apportioned into more than twenty (20) portions.~~

~~The Town shall not be liable on account of any damage caused by such repairs.~~

..... (Retain Section 7)

Section 8 Private Ways

Snow and Ice Removal. The Town may remove snow and ice from such private ways for emergency vehicle access in accordance with Massachusetts General Laws and Board of Selectmen regulations and policies.

Barriers. Barricades, obstacles, or vehicles on private ways that are a barrier to prompt and appropriate emergency access shall be removed on order of the Police or Fire Chief, at the expense of the owner or owners of the private way. However, if the barrier is a vehicle, it shall be removed on order of the Police or Fire Chief and at the expense of the owner of the vehicle.

Temporary Repairs. The Town may perform temporary repairs to private ways that have been open to the public for a period of at least six (6) years. The Town may only perform temporary repairs in accordance with regulations and policies issued by the Board of Selectmen and that are determined by the Director of Public Works to be required for public necessity.

Said temporary repairs shall be considered necessary if they abate an immediate hazard. They shall not be considered as maintenance of the private way nor shall the way be considered a public way. Cash deposits or payments shall not be required and betterment charges shall not be assessed for said temporary repairs.

The Town shall not be liable for any damage to private property caused by such repairs, except as otherwise provided by law. The Town shall not incur any liability whatsoever on account of action or inaction resulting pursuant to this By-Law

Sample By-Laws from Massachusetts Communities

Needham

2.2.5.6 Private Ways

2.2.5.6.1 Snow and Ice Removal. The Town may remove snow and ice from such private ways within its limits for emergency vehicle access in accordance with Massachusetts General Laws and in accordance with regulations or policies issued by the Board of Selectmen. Such snow and ice removal may be limited to those private ways maintained in an acceptable condition and in accordance with standards determined by the Director of Public Works.

2.2.5.6.2 Barricades. Barricades installed on private ways that serve to deter prompt and appropriate emergency access shall be removed on order of the Fire Chief.

2.2.5.6.3 Temporary Repairs. The Town may perform temporary repairs to private ways if such repairs are determined by the Director of Public Works to be required for public necessity, in accordance with regulations or policies issued by the Board of Selectmen.

Said repairs shall be considered necessary to abate the immediate hazard caused by the defect and shall not be considered as maintenance of the private way nor shall the way be considered a public way. Drainage shall not be included as part of any such repairs, and the private way need not have been open to public use prior to the repairs being made.

Abutters to the private way may petition the Town to perform temporary repairs. In such cases, fifty one percent of the abutters to the private way must petition the Director of Public Works for the repairs to be made by the Town. Upon receipt of a petition and a determination of the necessity of such repairs, the Town shall provide the petitioners with a statement of the cost of such repairs. Within seven (7) days of receipt of the statement of cost, the petitioners shall be entitled to withdraw the petition. Unless the petition is withdrawn, the Town shall promptly make the repairs and the petitioners shall thereafter reimburse the Town for the cost of the repairs, if the repairs exceed \$300. The reimbursement amount shall be equal to the petitioner's pro rata share of the cost of repairs based on the ratio that each petitioner's frontage bears to the total frontage of the petitioners on the private way. Betterment charges will not be assessed for such repairs.

If the cost of repairs does not exceed \$300, no reimbursement will be required.

The Town shall not be liable for any damage to private property caused by such repairs, except as otherwise provided by law.

Wellesley

29.10. Temporary Minor Repairs to Private Ways. The Town may make temporary minor repairs to private ways which have been opened to public use for two years or more and provided that such repairs are required by public necessity as shall be determined solely by the Board of Public Works. Such repairs shall be made only if petitioned for by the majority of the abutters, except in the case of special emergency involving the health or safety of people or their property as determined by said Board in its sole discretion. Cash deposits or payments shall not be required and betterment charges shall not be assessed for said repairs. The extent and type of repairs shall be determined by the Board of Public Works and shall only include the filling in of holes or depressions with material to be the same as, or similar to, those materials existing on such ways; but shall not include drainage. The Town shall not incur any liability whatsoever on account of action or inaction resulting pursuant to this Bylaw.

Westford

Chapter 149: Temporary Repairs to Private Ways [Added 10-15-12 STM Art 13]

§ 149.1 Purpose and applicability. A. Pursuant to Massachusetts General Laws Chapter 40, Section 6N, the Board of Selectmen is hereby is authorized to make temporary repairs to private ways, constructed prior to 1955, which have been open to the public for a period of at least six (6) years, out of funds appropriated for said purpose by Town Meeting. In all cases, the entire cost shall be assessed as betterment on those properties which benefit from the repairs. Repair does not mean new construction. B. The repairs shall be those required by public necessity, including but not limited to 1. The necessity of providing adequately drained ways so as to reduce ecologically harmful runoff into the Town's brooks and ponds; and 2. The necessity of providing adequate passable ways for public safety vehicles from public ways to residences, Town facilities and resources including access to Town conservation land. C. The Board of Selectmen shall make the determination of public necessity.

§149.2 Types of Repairs. A. The repairs must be temporary in nature, such as filling, grading, patching and surface coating, and may include such repairs to drainage swales, conduits and structures as are necessary to preserve the integrity of surface repairs to the roadway, and shall not be such as to constitute a reconstruction of the roadway. B. The temporary repair shall have a minimum expected life equal to twenty (20) years. C. Temporary repairs may be undertaken on a way subject to this bylaw, or to a continuous portion of such way, which portion begins and ends at an intersection or conjunction with another way.

§ 149.3 Petition. A minimum of seventy five percent (75%) of the owners of property abutting the portion of the way proposed to be repaired must petition for the repair, with each ownership entity counting as one. The Board of Selectmen are authorized to waive this requirement.

§ 149.4 Betterment charges. A. The owners of land abutting such way who derive benefit from said repairs shall be assessed betterment charges by the Board of Selectmen. Betterment charges, in an amount of one hundred (100%) of the aggregate cost to plan, prepare and repair the private way shall be assessed on a per lot basis or on the proportion of the lot frontage on the way or portion of the way to be repaired to the frontage of said repaired way or other proportional method as may be required by the Board of Selectmen. General Bylaws of the Town of Westford, Massachusetts 2016 91 B. The Town may be considered an abutter if property under the care, custody and control of the Town abuts said way to be repaired. C. A cash deposit shall not be required.

§149.5 Status of way. A. This bylaw does not confer any obligation or duty on the Town or its agents to either initially place or to thereafter maintain and repair said private ways so that they are reasonably safe and convenient for travel by being free from defects or want of repair. B. The making of such temporary repairs to private ways, no matter how often or to what extent, does not constitute an acceptance by the Town of such private ways as public ways, nor does it constitute a way being "maintained and used as a public way" under the Massachusetts Subdivision Control Law. C. Any private way repaired under the provisions of this bylaw need not be brought up to full Town standards and may continue to remain a private way. Repaired private ways may be brought to Town Meeting for acceptance as a public way by completing the steps outlined in the Town's Street Acceptance procedure, if any, adopted by the Board of Selectmen which may be amended from time to time, or otherwise as allowed by law.

§149.6 Liability. The Town, in making repairs under this section shall not be liable for any damages to persons or property caused by negligent repair or maintenance of the private way.

§ 149.7 Indemnity Agreement. No repair of a private way shall be undertaken until the Board of Selectmen has in its possession agreements executed by at least eighty five percent (85%) of abutting owners on the portion of the way to be repaired holding the Town harmless from any additional damage arising from any negligent repair, and which includes the following provisions: A. That the Town assumes no liability to such owners by making the repairs; B. Jointly and severally, to indemnify and hold harmless the Town with respect to such statutory liability and any and all other liability for claims of injury, death or property damage to such owners or third parties caused by alleged defects in the way, including attorneys' fees and other costs of defense; C. That should the Town decide not to continue to provide temporary repairs to such way, the owners will themselves keep such way in good repair so as to minimize the liability of the Town for having undertaken such repairs; D. That such repair shall not constitute "maintenance" of such way, so as to give the way the status of a way "maintained and used as a public way" under the Massachusetts Subdivision Control Law; and E. That if assessed for repairs, the owners will not appeal the amount of the assessment and agree that the assessment may be apportioned over the number of years of the expected lifetime of the repair to be determined by the Board of Selectmen. General Bylaws of the Town of Westford, Massachusetts 2016 92

§ 149.8 Continually Open to Public Use. Repairs or maintenance under this section shall not be performed on private ways that do not remain open to public use for at least twenty years.

Dedham

§ 250-7 Temporary repairs to private ways.

[Amended 5-19-2014 ATM by Art. 33]

The Director of Public Works may, at his discretion, undertake such action as may be necessary to keep private ways which have been open to public use for a period in excess of 10 years passable for emergency vehicles.

This by-law shall not be construed so as to allow complete repaving or rebuilding projects for any private way, nor shall any such repairs exceed in cost the amount of \$1,500 for any given private way in any given fiscal year.

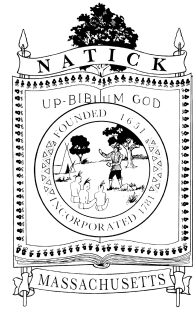
The liability limit of the Town for any claim arising from any such work on any private way shall be \$5,000.

Increase Gross Receipts for Eligibility for Property Tax Deferral Program

(Board of Selectmen)

To see if the Town will vote to increase the gross receipts that seniors may have in the prior calendar year to be eligible to defer property taxes under G.L. c. 59§ 5, Clause 41A to the amount of income determined by the commissioner of revenue for the purposes of subsection (k) of Section 6 of Chapter 62 for a single person who is not a head of household. Such increase to be effective for deferrals granted for taxes assessed for any fiscal year beginning on or after July 1, 2019.

Memorandum



To: Natick Board of Selectmen

CC: Matthew Gardner, Chair, Conservation Commission

From: Jillian Wilson Martin, Sustainability Coordinator
Ted Fields, Senior Planner
William McDowell, Town Engineer

Date: August 1, 2019

Subject: Proposed Warrant Article regarding Stormwater and Erosion Control Bylaw

We respectfully request the Board of Selectmen's sponsorship of a warrant article to amend the Town's existing Stormwater and Erosion Control By-Law. Background on the need for proposed changes and a draft warrant article are provided below:

Background

The Town of Natick has been working with Dodson & Flinker, a consulting firm, to incorporate Low Impact Development (LID) considerations into local land use regulations. This work is funded by a Municipal Vulnerability Preparedness Action Grant and relates directly to recommendations identified in the 2019 Natick 2030+ Master Plan, 2018 Hazard Mitigation Plan, and 2018 Community Resiliency Building Report.

Modifying Article 79A, Natick's Stormwater and Erosion Control By-Law, is core to this effort, and a team of Town staff and volunteers, including Victoria Parsons, former Conservation Agent; Ted Fields, Senior Planner; William McDowell, Town Engineer; Jillian Wilson Martin, Sustainability Coordinator, and Susan Simone Kang, Associate Member of the Planning Board, have been working with Dodson and Flinker, a consulting firm, to support these changes.

Why are Changes to the Stormwater and Erosion Control By-Law Necessary?

At present, the Town of Natick, as led by the Conservation Commission, only regulates large projects, greater than an acre in size, for stormwater impacts. However, the cumulative effects of Natick's recent surge in development, for construction projects of all sizes, has increased stormwater runoff and, as a result, reduced local water quality.

Every water body in Natick is categorized as impaired by the [Massachusetts Year 2016 Integrated List of Waters](#) (a publication prepared by MassDEP related to the Clean Water Act), and higher levels of impervious surface and increased rainfall are expected to increase stormwater runoff and further reduce the quality of Natick's local water resources. These include Dug Pond, Lake Cochituate, the Charles River and others.

Given Natick's highly developed nature, it makes sense for the Town to adopt regulations that would optimize the Conservation Commission's ability to regulate projects that result in a significant disturbance of land (e.g., the clearing of land for the construction of a new home) and take a more comprehensive and thoughtful approach to managing stormwater impacts. This is in line with communities that are similar to Natick in size and level of development.

The By-Law should also be updated to reflect changing Federal regulations, such as the new Municipal Storm Separate Sewer System (MS4) permit, and to encourage the adoption of Low Impact Development (LID) techniques by providing a pathway to increase infiltration via nature-based solutions.

Proposed Warrant Article

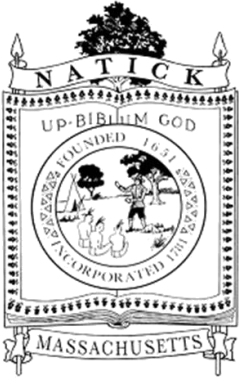
While the Conservation Commission was planning to sponsor an Article for the 2019 Fall Town Meeting Warrant to support this effort, the Warrant closes prior to the Commission's next scheduled meeting. As such, we respectfully request the Board of Selectmen's sponsorship of the following Article, which has been reviewed by Town Counsel:

To see if the Town will vote to amend the existing Stormwater and Erosion Control By-Law, as codified in Article 79A of the Natick Town Bylaws, to optimize the Town's regulation of land disturbance activity, for purposes that shall include, but shall not be limited to the following: (1) the protection of local drinking water supply; (2) the reduction of stormwater runoff; (3) compliance with new Municipal Separate Storm Sewer System (MS4) regulations; (4) the preservation of natural resources; and (5) the achievement of recommendations proposed in the 2019 Natick 2030+ Master Plan, 2018 Hazard Mitigation Plan and the 2018 Community Resilience Building Report; or otherwise act thereon.

ITEM TITLE: Approve Meeting Minutes
ITEM SUMMARY: 6/24/19, 7/3/19, 7/8/19, 7/10/19, 7/22/19, 7/23/19, 7/29/19

ATTACHMENTS:

| Description | Upload Date | Type |
|-------------|-------------|------------|
| 6/24/19 | 8/1/2019 | Cover Memo |
| 7/3/19 | 8/1/2019 | Cover Memo |
| 7.8.19 | 8/1/2019 | Cover Memo |
| 7/22/19 | 8/1/2019 | Cover Memo |
| 7/23/19 | 8/1/2019 | Cover Memo |
| 7.29.19 | 8/1/2019 | Cover Memo |



NATICK BOARD OF SELECTMEN
MEETING MINUTES
Edward H. Dlott Meeting Room
Monday, June 24, 2019
6:00 PM

PRESENT: Chair Michael J. Hickey, Vice Chair Susan G. Salamoff, Clerk Jonathan H. Freedman, Karen Adelman-Foster, and Richard P. Jennett, Jr.

ALSO PRESENT: Town Administrator Melissa Malone and Executive Assistant Trish O'Neil

1. OPEN SESSION - Call to Order

Mr. Hickey called the meeting to order at 6:03 p.m., noting that a quorum was present and that the meeting had been duly noticed and was being recorded by Natick Pegasus. The Pledge of Allegiance was recited and a moment of silence was observed for those protecting our country. The Veterans' Services Officer, Paul Carew, read a tribute to veterans who have committed suicide, noting that over 22 suicides occur per day with many of those veterans having a service-connected disability. He also noted that the remains of George Schipani, a former North Korean POW, were recently returned to Somerville, MA. In addition, he acknowledged the seven marines killed in a traffic accident in New Hampshire this past Friday evening.

2. ANNOUNCEMENTS

- A. Jeremy Marsette Suffolk University/MMA Local Government Leadership and Management
Mr. Hickey and Ms. Malone recognized Jeremy Marsette's participation in and graduation at the top of his class from the Suffolk University government and leadership program.
- B. Jamie Errickson Recognition
Mr. Hickey recognized Jamie Errickson, the former Director of Community & Economic Development, for his contributions to the Town, noting that he has moved on to a new opportunity with the Commonwealth.
- C. Cochrutuate Rail Trail Construction and Closure Update
Mr. Freedman read an update regarding CRT construction and closure from Willow Street to Chrysler Road from July 8th until mid-August. The public is advised to keep off the closed sections for safety. Updates can be found at natickma.gov/crt.
- D. Unauthorized Signs on Town Property
Mr. Freedman reminded the public that unauthorized signs may not be placed within the right-of-way of any street or on public property. See Town By-Laws, Article 72, Section 8 for details.
- E. Kennedy Middle School Project
Mr. Freedman noted that construction has begun and may cause some disturbances - noises, vibrations, dust -- which may be reported to the Building Committee at kmsbuildingcommittee@natickma.org. Contact information is available for the construction firm's insurance company in the Superintendent's Office.

3. CITIZENS' CONCERNS

Any individual may raise an issue that is not included on the agenda and it will be taken under advisement by the Board. There will be no opportunity for debate during this portion of the meeting. Any individual addressing the Board during this section of the agenda shall be limited to five minutes.

This item was tabled briefly in order that it could be addressed by both the Selectmen and the School Committee during their joint meeting. However, when the time came, there were no concerns raised for either the Selectmen or the School Committee.

4. APPOINTMENTS

- A. Interviews for Appointment to the Cultural Council, Term Ending 6/30/2021 (several current members have chosen not to be reappointed)
 - a. Shriya Joag
 - b. Prerna Dublish

On a motion by Richard Jennett, seconded by Karen Adelman-Foster, the board voted 5-0-0 to appoint Shriya Joag, term ending 6/30/21.

On a motion by Richard Jennett, seconded by Karen Adelman-Foster, the board voted 5-0-0 to appoint Prerna Dublish, term ending 6/30/21.

5. DISCUSSION AND DECISION

- A. Joint Meeting with School Committee to Interview and Appoint Interim School Committee Member to Fill Vacancy Until the Next Regularly Scheduled Town Election (March 2020)
- a. Carie Lyn Carnahan
 - b. Joni Factor
 - c. Shai Fuxman
 - d. Elise Gorseth
 - e. Leigh Hallissey
 - f. Tony Lista
 - g. Maureen Mann
 - h. Laura Tengelsen

The School Committee joined the Board of Selectmen at the table. The School Committee Chair, Julie McDonough, called the School Committee Meeting to order at 6:51 p.m., acknowledging all Committee Members by a roll call vote. She then explained the interview process. The candidates would be called in individually and asked to provide an opening statement and to answer four questions (all candidates would be asked the same questions). Voting would be done by paper ballot with all members of the Board of Selectmen and School Committee casting votes. A majority (six votes) would be required for appointment. Both the Board and the Committee agreed that the respective Chairs would alternately pose the questions to the candidates. The candidates were interviewed in the order listed above. Voting began at 7:59 p.m. The first round revealed two votes for Mr. Lista, four votes for Ms. Gorseth, and five votes for Mr. Fuxman, eliminating Mr. Lista. The second round revealed four votes for Ms. Gorseth and seven votes for Mr. Fuxman, thus giving Mr. Fuxman the majority vote. Town Clerk Diane Packer swore Mr. Fuxman in. The School Committee voted to adjourn their meeting at 8:10 p.m. on a motion by Cathi Collins that was seconded by Donna McKenzie.

6. REQUESTED ACTION

- A. Vote to Approve and Confirm the Sale of \$4,655,000 General Bond Anticipation Notes Dated June 19, 22019 to Piper Jaffray & Company

The Deputy Town Administrator/Finance Director, John Townsend, explained that these Bond Anticipation Notes were for the purpose of refunding three internal borrowings done earlier in the year for East Field, Navy Yard reconstruction, and the Tonka pressure filter. Once all of the votes were made, the Board voted 5-0-0, on a motion by Mr. Freedman, seconded by Ms. Adelman-Foster, to recess to sign the documents and have the Town Clerk certify them.

On a motion by Jonathan Freedman, seconded by Sue Salamoff, the board voted 5-0-0 to approve the sale of the \$4,655,000 2.25 percent General Obligation Bond Anticipation Notes (the "Notes") of the Town dated June 28, 2019, and payable February 21, 2020, to Piper Jaffray & Co. at par and accrued interest, if any, plus a premium of \$21,226,80.

On a motion by Jonathan Freedman, seconded by Sue Salamoff, the board further voted 5-0-0 that in connection with the marketing and sale of the Notes, the preparation and distribution of a Notice of Sale and Preliminary Official Statement dated June 12, 2019, and a final Official Statement dated June 19, 2019, each in such form as may be approved by the Town Treasurer, be and hereby are ratified, confirmed, approved and adopted.

On a motion by Jonathan Freedman, seconded by Sue Salamoff, the board further voted 5-0-0 that the Town Treasurer and the Board of Selectmen be, and hereby are, authorized to execute and deliver a significant events disclosure undertaking in compliance with SEC Rule 15c2-12 in such form as may be approved by bond counsel to the Town, which undertaking shall be incorporated by reference in the Notes for the benefit of the holders of the Notes from time to time.

On a motion by Jonathan Freedman, seconded by Sue Salamoff, the board further voted 5-0-0 that we authorize and direct the Town Treasurer to establish post issuance federal tax compliance procedures and continuing disclosure procedures in such forms as the Town Treasurer and bond counsel deem sufficient, or if such procedures are currently in place, to review and update said procedures, in order to monitor and maintain the tax-exempt status of the Notes and to comply with relevant securities laws.

On a motion by Jonathan Freedman, seconded by Sue Salamoff, the board further voted 5-0-0 that each member of the Board of Selectmen, the Town Clerk and the Town Treasurer be and hereby are, authorized to take any and all such actions, and execute and deliver such certificates, receipts or other documents as may be determined by them, or any of them, to be necessary or convenient to carry into effect the provisions of the foregoing votes.

- B. Procurement Officer: Contracts

- a. Elevator Maintenance and Testing
- b. 2nd Amendment to Rt. 27 Design Contract
- c. Test Pit Engineering Services
- d. MS4 Engineering Services
- e. Copy Center Management

On a motion by Jonathan Freedman, seconded by Sue Salamoff, the board voted 5-0-0 to award a contract for elevator maintenance/testing services to BBE Corporation for the complete main bid work in the amount of \$140/hour per elevator for inspection/testing (1-4x/year) and \$170 for on-call routine maintenance (assuming 40 hours) as per BBE Corporation's bid, with total bid not to exceed \$16,320/year.

On a motion by Richard Jennett, seconded by Sue Salamoff, the board voted 5-0-0 to approve the second amendment to the Beta Group, Inc./Route 27/North Main Street Project contract to add additional scope of services to existing contract and add an additional year to the contract term so that full design work can be performed through 1/2021. Total contract sum: \$1,142,200.

On a motion by Jonathan Freedman, seconded by Richard Jennett, the board voted 5-0-0 to award a contract for test pit engineering services associated with the South Main Street construction project to Green International Affiliates, Inc. to perform services outlined in Attachment A1 to the contract with a total price cap of \$13,077.

On a motion by Richard Jennett, seconded by Sue Salamoff, the board voted 5-0-0 to award a contract for Year 1 MS4 support services to Environmental Partners Group, Inc. to perform services outlined in Attachment A1 to the contract with a total price cap of \$26,300.

On a motion by Jonathan Freedman, seconded by Richard Jennett, the board voted 5-0-0 to award a contract for Copy Center facilities management/ mailing/courier services to Ricoh USA (the current vendor), with term of contract being 6/24/19-7/31/20, at a rate of \$11,391.37/month.

- C. Public Hearing: New Address at Common Cafe-13 South Main Street
Mr. Freedman read the Public Hearing Notice aloud. On a motion by Ms. Salamoff, seconded by Mr. Jennett, the Board voted 5-0-0 to open the Public Hearing. The Selectmen were informed that no action need be taken by the Board because it had been determined that the requested address was already in existence and did not need to be added to the building. There were no public comments. Moved by Ms. Salamoff and seconded by Mr. Jennett, the Board voted 5-0-0 to close the Public Hearing. Moved by Ms. Salamoff and seconded by Mr. Jennett, the Board voted 5-0-0 to take no action.
- D. Public Hearing (Continued from 5/13/19): Brokk and Eitri, LLC: Application for S.12 Wine and Malt License
The applicant updated the Board regarding further discussions held with Mr. Jennett and Lt. Lauzon. An updated menu has been formulated and logistics regarding food availability have been addressed. Ms. Malone discouraged the Board from approving the license, noting that it is not a restaurant, nor is it a package store, and questions linger about how to license the establishment. She advocated for postponement on this particular license for the development of a more holistic overall licensing policy that would address these types of businesses. Mr. Hickey asked Ms. Malone for an update regarding that overall policy in the near future. There were no comments from the public.

On a motion by Richard Jennett, seconded by Jonathan Freedman, the board voted 4-1-0 to close the Public Hearing (Mr. Hickey stated he would prefer to continue the Public Hearing to the next meeting in order to look further into what type of license a business of this type would merit).

On a motion by Richard Jennett, seconded by Karen Adelman-Foster, the board voted 4-1-0 to approve a wine and beer license for Brokk and Eitri (Mr. Hickey cast the dissenting vote).

- E. Public Hearing (Continued from 5/28/19): Smashburger: Application for S. 12 Wine and Malt License – Continue to 7/8/19 Selectmen's Meeting: The public hearing will be continued to the 7/8/19 meeting.

7. BOARD OF SELECTMEN UPDATES

A. Deputy Town Administrator/Operations: Playgrounds/Maintenance Concerns

Mr. Chenard provided an update regarding Town playground and maintenance concerns, calling the issue a big challenge given the multitude of Town properties. Some are cared for by Recreation and Parks, others by the DPW, still others by the Facilities Department. He noted the next step is to define which departments are responsible for what parks. In the interim, an external Certified Playground Inspector has been hired to inspect all playgrounds. Once the appropriate caretakers are identified for each location, the plan is to send staff to become certified. In the meantime, See-Click-Fix is available, and complaints can be directed to the Town Administration, which will then route the request to the appropriate party.

B. Capital Infrastructure and Transportation Projects-Movie

Per Ms. Malone, the movie is not ready yet.

C. Walker Consultants: Parking Structure Feasibility Study

Art Stadig and Brandon Schrenker, on behalf of Walker Consultants, presented Phases 4 and 5 of their Parking Structure Feasibility Study, including concept drawings, a final report, traffic impact analysis, etc. Ms. Malone stated that she thought of this project as part of the larger "Visions and Values" plan for the Town, and noted that the project would involve a great deal of discussion. Mr. Hickey noted that the consultant is looking to move forward

and is seeking feedback from the Board. Mr. Hickey suggested that Ms. Malone and Senior Planner Ted Fields move the project along and provide feedback to the Board and the consultant, focusing currently on a conclusion and later on priorities and visions for the future.

D. Senior Property Tax Exemption Study Committee Update

Ms. Salamoff stated that the Committee met on May 30th and again on June 13th, with the next meeting scheduled for July 2nd. The Committee is in the process of establishing a website and will attempt to promote current programs so that people can be helped in the next tax year, with efforts to identify homeowners vs. renters who are aged 65+.

E. Rink Oversight Committee Update

Ms. Salamoff stated that there will be no rate increases in the coming year for the various groups that skate at the Chase Arena.

8. CONSENT AGENDA

Mr. Freedman read the Consent Agenda aloud. Mr. Jennett requested that the topics regarding Town Counsel and the Boston Athletic Association Marathon Funds be removed from the Consent Agenda, citing transparency to the public as the reason. Moved by Ms. Salamoff and seconded by Ms. Adelman-Foster, the Board voted 5-0-0 to approve the remainder of the Consent Agenda.

A. Approve the Distribution of Boston Marathon Funds

Mr. Jennett stated he wanted the public to be aware of this good news, noting that expenses are covered for the Marathon and the Town is also able to finance Recreation Department programs with the monies received from the Boston Athletic Association. Mr. Jennett read the memo aloud, noting that all monies received have been put to good use. Moved by Mr. Jennett and seconded by Ms. Salamoff, the Board voted 5-0-0 to approve the distribution of the funds as follows: Fire Department expenses - \$8,135.51; DPW expenses - \$23,224.42; Police Department expenses - \$18,766.54; and Recreation Department funding - \$21,546.00 for a total of \$71,662.47.

B. Vote to Set Backyard Compost Bin and Rain Barrel Fees (\$25 and \$70 Respectively)

C. Rice Noodle Thai Eatery: Approve Application for a Common Victualer's License

D. Appoint David Mogolov as a Member of the Sustainability Committee (Currently an Associate Member), Term Expiration 6/30/2022 (Katie Schindall is not seeking reappointment)

E. Reappoint Town Counsel

Mr. Jennett requested that Ms. Malone read the memo regarding Town Counsel's one-year reappointment aloud as a way of notifying the public of this action, which she did. Moved by Mr. Jennett and seconded by Ms. Salamoff, the Board voted 5-0-0 to reappoint the firm of Murphy, Hesse, Toomey, and Lehane for a period of one year, 7/1/19-6/30/20 (FY 2020).

F. Reappoint Board/Committee Members

Affordable Housing Trust Fund, Term Expires 6/30/2021

Randy Johnson
Greg Bazaz
Glenn Kramer

Bacon Free Library Maintenance Committee, Term Expires 6/30/2022

Demetrios Kyriakis

Cable Advisory Board & Information Systems Advisory Board, Term Expires 6/30/2022

Matt Steinberg
Paul Gorman

Historic District Commission, Term Expires 6/30/2022

Susana Fernandes

Historical Commission, Term Expires 6/30/2022

Vincent Vittoria

Open Space Advisory Committee, Term Expires 6/30/2022

Doug Drenik

Sustainability Committee, Term Expires 6/30/2022

Rachel Serotta

Recreation and Park Commission, Term Expires 6/30/2022
Seth Levine
Jason Brandt

- G. Accept Resignation of Joseph Idzal from the Natick Cultural Council
- H. Approve Requests for Exemption from Town By-Laws Chapter 41, Section 4
 - a. John DeVroude - ASAP Program Staff/Leader, Counselor
 - b. Alex Campbell - ASAP Program Staff/Leader, Counselor
 - c. Elizabeth Lederman - Administrative Assistant/Specialist
 - d. Benjamin Fosberg - ASAP Tutor/Camp Counselor
 - e. Jefferson Wood - Fourth Grade Teacher/Program Assistant
- I. Authorize Chair to Sign Letter in Support of Representative Linsky's and Senator Rausch's Bill to Amend the Open Meeting Law and Public Records Request Law
- J. Approve Parade Permit: STRIVERS 10th Anniversary Jingle Bell Family Fun Run-12/8/19
- K. Approve Parade Permit for Brown Elementary School Family Fun Room on 10/27/19
- L. Approve Parade Permit for 2019 Cystic Fibrosis Foundation Cycle for Life on 10/5/19
- M. Approve Town Common Use for Third Annual Multicultural Day on 8/24/19
- N. Approve Block Party Request for Robinhood Road - 9/14/19 (RD: 9/15/19)
- O. Approve Artwork for Electrical Box at 87 East Central Street

9. TOWN ADMINISTRATOR NOTES

The Town Administrator thanked Matt Moody and all of the Natick Families involved in youth baseball and congratulated them on a great season.

10. SELECTMEN'S CONCERNS

Ms. Adelman-Foster proposed that the Town look into the possibility of providing babysitting services to better allow parents to attend Town Meeting and other Town events in an effort to promote greater participation.

Ms. Adelman-Foster said that she attended her first MetroWest Regional Transportation Authority board meeting today at which its budget was passed, noting that the local assessment will stay approximately the same for the next year. She asked that the Board send any budget questions to her and she would try to provide answers. She also wanted people to be aware that there is a bus service with fixed routes and shuttle service for seniors and people with disabilities. She mentioned perhaps thinking about buses as a mode of transportation, noting that building ridership would benefit the community in many ways. Her hope is to have a representative from the MWRTA come to a meeting to talk about services. Ms. Salamoff suggested that the Community Services Department may be able to help in addressing the issue of transportation in general.

11. ADJOURNMENT

On a motion by Richard Jennett, seconded by Jonathan Freedman, the board voted 5-0-0 to adjourn the meeting at 10:32 p.m.

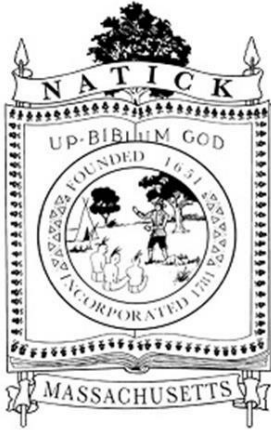
Jonathan H. Freedman, Clerk

Submitted by Trish O'Neil, Executive Assistant

June 24, 2019 Board of Selectmen Meeting Minutes Approved by the Board of Selectmen on _____, 2019

All documents used at this board of Selectmen Meeting are available at:

<https://naticktown.novusagenda.com/agendapublic/MeetingView.aspx?MeetingID=658&MinutesMeetingID=68&doctype=Agenda>



**NATICK BOARD OF SELECTMEN
MEETING MINUTES
Edward H. Dlott Meeting Room
Wednesday, July 3, 2019**

PRESENT: Chair Michael J. Hickey, Jr., Vice Chair Susan G. Salamoff, Karen Adelman-Foster, and Richard P. Jennett, Jr.

ALSO PRESENT: Executive Assistant Trish O'Neil

ABSENT: Clerk Jonathan H. Freedman and Town Administrator Melissa Malone.

1. OPEN SESSION

The Chair called the meeting to order at 5:30 p.m., noting that a quorum was present and that the meeting had been duly noticed and was being recorded by Natick Pegasus. The Pledge of Allegiance was recited and a moment of silence was observed for those protecting our country.

2. CITIZENS' CONCERNS

None.

ROLL CALL VOTE TO ENTER EXECUTIVE SESSION

The Chair requested a motion to enter Executive Session to discuss strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body and the Chair so declares - Natick Patrol Officers' Association.

On a motion by Karen Adelman-Foster, seconded by Richard Jennett, the board voted 4-0-0 to enter Executive Session, confirmed by a roll call vote as follows: Mr. Hickey - Yes; Ms. Salamoff - Yes; Ms. Adelman-Foster - Yes; Mr. Jennett - Yes..

Mr. Hickey noted that the Board would not be returning to Open Session but would adjourn the meeting from Executive Session.

Jonathan H. Freedman, Clerk

Submitted by: Trish O'Neil, Executive Assistant

July 3, 2019 Board of Selectmen Meeting Minutes Approved by the Board of Selectmen on _____, 2019.

No documents were used during Open Session.

BOARD OF SELECTMEN – TOWN OF NATICK

MEETING MINUTES

EDWARD H. DLOTT MEETING ROOM – NATICK TOWN HALL

July 8, 2019

6:00 PM

Present: Chairman Michael J. Hickey, Jr. Susan Salamoff, Jonathan Freedman, Richard P. Jennett, Jr., Karen Adelman-Foster

Also Present: Town Administrator, Melissa Malone and Senior Executive Assistant, Donna Donovan

Chairman Hickey called the meeting in order at 6:00 p.m.

Ms. Salamoff, seconded by Mr. Freedman, moved to enter into executive session to discuss matters pertaining to executive session minutes, the receipt of and response to Open Meeting Law Complaint and to discuss strategy with respect to collective bargaining or litigation. The Chair further announced that discussion of these items in open session would have a detrimental effect on the Board of Selectmen's negotiating position. By roll call vote the Board voted to enter into executive session at 6:07 p.m. after announcing the meeting would return to open session. Mr. Hicke, Ms. Salamoff, Mr. Jennett, Mr. Freedman and Ms. Adelman Foster all voted in favor of entering into executive session.

The open session was reconvened at 6:42 p.m.

The pledge of allegiance was recited and a moment of silence was observed

ANNOUNCEMENTS

1. Mr. Freedman announced the Affordable Housing Trust is holding an open house at the Community-Senior Center on July 9th from 4-8 PM. The purpose is to update the public on the housing production plan and to seek input from the public on what the Town's housing goals should be over the next 5 years.
2. Mr. Hickey recognized the Friends of the Fourth Committee on a very successful Fourth of July Parade. Ms. Foster thanked the committee members in attendance and commented on the successful preparation of the parade. Chair, Peg Waters spoke on behalf of the Friends.

CITIZENS CONCERNS

No one spoke during citizens' concerns.

APPOINTMENTS

1. Interviews for Appointment to the Contributory Retirement Board

Chairman Hickey stated that the Board's appointment to the Retirement Board was vacant due to the resignation of Mark Bergon. The Board interviewed the following two candidates.

- a. Eliot Lurier – Mr. Lurier stated he wants to give back to the Town and offer some of his expertise in this area. Mr. Lurier summarized his credentials and stated that he has served on three different retirement committees relevant to retirement plans. Addressing questions from Board members, Mr. Lurier stated that his schedule allows him the flexibility to attend meetings and that he is willing to meet with town administration about investment matters and municipal finances. Mr. Lurier also commented that he attended a meeting and it was very similar to his current committee.

- b. John Townsend - Deputy Town Administrator and Director of Finance/Natick resident. Mr. Townsend clarified that his is applying for this vacancy as a Natick resident to represent the Board and would be using his personal time to attend meetings. Addressing questions from Board members, Mr. Townsend stated that he had not attended retirement board meeting in the past and he had not checked with the State Ethics Commission to see if there as a conflict of interest. Mr. Townsend further stated that he did not believe there was a conflict of interest because two other committee members are also members of the retirement system. Mr. Townsend also stated that he would be soliciting input from Ms. Malone but he would not be taking direction from her, and that his primary purpose is to represent the Board of Selectmen.

Ms. Malone spoke in support of Mr. Townsend.

By paper ballot, the Board voted 5-0-0 to appoint Eliot Lurier as the Board of Selectmen's representative to the Contributory Retirement Board with a term expiring 6/30/2021.

2. Vote to Appoint Town Counsel Study Committee

The Board reviewed the committee charge. The following nominations were submitted:

- Town Moderator's Nomination: Charles Hughes
- School Committee's Nomination: Lisa Tabenkin
- Zoning Board of Appeals' Nomination: Geoff Lewis
- Planning Board's Nomination: Sue Simone-Kang
- Board of Selectmen's Nominations: Jay Ball, Paul Griesmer, Peg Water

On a motion by Mr. Freedman, seconded by Ms. Salamoff, the Board voted 5-0-0 to appoint the above-mentioned nominations. Mr. Hickey appointed Mr. Hughes as pro tem Chair for the first meeting.

BOARD OF SELECTMEN UPDATES

1. Public Records Request Concerns

Town Clerk Diane Packer informed the Board of her intent to resign as the Super Records Access Officer citing her reasons being the time commitment and the challenge of getting departments to comply with public records requests. Discussion took place regarding consideration of hiring personnel just to manage the public records requests. Chairman Hickey stated this discussion would continue at a future meeting.

2. 2020 Census

Karen Adelman-Foster spoke to the importance of residents responding to the 2020 census. Ms. Adelman Foster recommended forming a Complete Count Committee to promote the census to residents.

3. Quarterly Report FY2019 – 3rd Quarter

Comptroller Arti Mehta presented the report which included FY 2019 expenditures and revenues as of March 31, 2019 and a four year same period Revenue Comparison report. Ms. Mehta addressed questions from Board members. Mr. Freedman asked why miscellaneous collector revenue has declined over 4 years. Ms. Mehta replied that she did not know and would get an answer to the Board via email.

4. Capital Infrastructure and Transportation Projects

A short video was shown to summarize all major known scheduled projects and the timeline for those projects through 2022.

5. Cochituate Rail Trail (CRT) Project Update

CRT Advisory Committee Chair Josh Ostroff updated the Board on the CRT project. Mr. Ostroff also referred to a list of outstanding CRT Advisory Committee recommendations presented previously to the Board. Mr. Ostroff spoke of potential fundraising efforts to fund the project. Mr. Ostroff also stated that the CRT Advisory Committee recommends that the Board establish a new town-wide trails committee and discharge the CRT Advisory Committee.

6. Tonka High-Pressure Filter System Repair Project-Update

Mr. Marsette and Mr. Chenard informed the Board that the project was 100% complete. When asked why the filters failed, Mr. Marsette responded that the filters were on the 5 year capital plan but the filters failed a little short of that and of the expected life span.

7. South Main Street Update

Town Engineer, Bill McDowell presented an updated project schedule and stated they will come back before the Board with a final design in mid-August. Mr. Hickey inquired if this would allow for enough time to prepare a Fall Town Meeting warrant article for appropriation of funds. Ms. Malone stated they would work diligently to meet the warrant articles submission deadline.

REQUESTED ACTION

1. Public Hearing-Mathworks: Application to Amend Flammable Storage License.

Mr. Freedman read the hearing notice into the record. On a motion by Mr. Freedman, seconded by Mr. Jennett, the Board unanimously voted to open the public hearing at 9:00 p.m. Mathworks representative Craig Liscotte stated that Mathworks was requesting to amend their current license to add two additional generators containing a total of 8,881 gallons of combustible liquid in the parking garage located at 1 Lakeside Campus Drive. It was noted that Fire Chief Lentini had approved the application. On a motion by Mr. Jennett, seconded by Mr. Freedman, the Board unanimously voted to close the public hearing. On a motion by Mr. Jennett, seconded by Mr. Freedman, the Board unanimously voted to approve the proposed amendment to the current license.

2. Approve "For the Love of Natick" Artwork for Adams Street Alley

Senior Planner, Ted Fields and Natick Center Associates Executive Director, Athena Pandolf addressed the Board. Ms. Pandolf explained the selection process for the art work. Ms. Pandolf also stated that although the art work will be displayed on private buildings and did not require a vote of the Board, they felt it was important to maintain Board of Selectmen oversight. On a motion by Ms. Salamoff, seconded by Mr. Jennett, the Board unanimously voted to approve the presented "For the Love of Natick" artwork to be displayed at the Adams Street alley.

3. Vote on the Order of Taking for the Route 27 (North Main Street) Project and Vote on the Dedication of Municipal Parcels for the Route 27 (North Main Street) Project

Mr. Chenard stated that the Board had previously taken action on these items at their meeting of June 10th but the Board is being asked to re-vote because the Town has 60 days from the date of the vote to record it with the Registry of Deeds. The Town could not meet the 60 day requirement due to delays from State and Federal partners.

On a motion by Mr. Jennett, seconded by Ms. Salamoff, the Board voted unanimously to approve and execute the Order of Taking for the Route 27 (North Main Street) project, and authorize said documents

to be recorded with the Middlesex South Registry of Deeds and filed with the Middlesex South District of the Land Court, and, further, authorize the Treasurer or the Treasurer's designee, to compensate the owners in accordance with the appraisals conducted of the affected properties.

On a motion by Mr. Jennett, seconded by Ms. Salamoff, the Board unanimously voted to approve and execute the dedication of municipal parcels for the Route 27 (North Main Street) project, and authorize said documents to be recorded with the Middlesex South Registry of Deed and filed with the Middlesex South District of the Land Court.

4. Sewer Back-Up Insurance Denial Appeal - 1 Barnesdale Road

Mr. Chenard stated that a problem with the Town's water mains caused a sewage backup in the home at 1 Barnesdale Road. Mr. Chenard recommended reimbursing the homeowners \$7,419.64 after they sign a release indemnifying the Town from any further responsibility. On a motion by Mr. Jennett, seconded by Ms. Salamoff, the Board unanimously voted to reimburse the homeowners \$7,419.64 for expenses related to the sewer backup to be paid through the sewer damage claims fund upon the receipt of a signed release.

5. Public Hearing Smashburger: Application for S. 12 Wine and Malt License

The hearing was continued to 7/22/19.

DISCUSSION AND DECISION

1. Street Acceptance Requests

Mr. McDowell requested that the Board consider sponsoring three warrant articles to accept the following streets:

- a. Eliot Acres (eastern portion of Clearview Drive)
- b. Countryside Acres (eastern portion of Michael Terrace)
- c. Eliot Acres Section II (western portion of Eliot Hill Road; western portion of Merifield Lane; Woodcock Path).

Mr. McDowell stated that the streets are eligible for accelerated street acceptance because they do not require a layout and as-builts are on record and no additional survey work is required. On a motion by Mr. Freedman, seconded by Ms. Salamoff, The Board unanimously voted to accept the remaining streets in "Eliot Acres Section II" which are the remaining portion of Eliot Hill Road, the remaining portion of Merifield Lane and Woodcock Path in its entirety as public ways, to accept the remaining portion of Michael Terrace in "Countryside Acres" as a public way, and to accept the remaining portion of Clearview Drive in Eliot Acres" as a private way.

2. Unaccepted Private Ways

Mr. Marsette gave an overview of recommended changes and additions to Article 70 of the Town of Natick by-laws regarding unaccepted private ways. Mr. Jennett and Ms. Adelman-Foster expressed interest in working with Mr. Marsette to finalize the proposed by-law to present to the Board of Selectmen with the request to sponsor a warrant article at Fall Town Meeting. It was agreed that Mr. Marsette, Mr. Jennett and Ms. Adelman-Foster would work together on the proposed by-law changes and warrant article.

3. Pulte Homes Sewer Connection

Mark Mastroianni and Reid Blute from Pulte Homes and Dan Coughlin from Coughlin Environmental Services were present. Mr. Blute stated that they are requesting Natick sewer service for two proposed

residential developments in Sherborn and that Sherborn does not have the sewer infrastructure to support the projects. The connection would require an Intermunicipal Agreement between Pulte Homes, Sherborn and Natick as well as Town Meeting approval. Discussion took place regarding Pulte Homes funding the cost of Natick's peer review. Mr. Mastroianni stated that Pulte Homes is willing to fund the peer review but they would need to know the costs prior to this commitment. On a motion by Mr. Hickey, seconded by Ms. Salamoff, the Board unanimously voted to authorize Town Administration to engage, at the cost of the Developer, subject to the agreement being reached with the Developer, for securing the necessary technical and legal reviews to give a recommendation to the Board.

SELECTMEN SUBCOMMITTEE/LIAISON UPDATES

Ms. Salamoff stated that the Senior Property Tax Committee met on July 16th and there is strong interest in support of a warrant article that would help seniors defer property taxes.

CONSENT AGENDA

On a motion by Ms. Salamoff, seconded by Mr. Freedman, the Board unanimously voted to approve the consent agenda as follows:

1. West Natick Fire Station: Land Acquisition and Disposition - Determination of Uniqueness
2. Approve United Way of Tri-County Fourth Annual 5K Fundraising Run/Walk-10/12/19
3. Approve One-Day Beer & Wine License-Natick Center Cultural District
4. Approve Parade Permit: Family Promise MetroWest 2020 Walk to End Homelessness - 4/5/2020 (Change from 4/4/2020)
5. Approve Acceptance of Donation to Recreation & Parks Department/Camp Arrowhead by the Family of Roger and Judy McClure in Memory of Matthew Atwood "Matt" Foley
6. Approve Lateral Transfer for Police Officer Ryan Killeen
7. Approval of Minutes: 3/14/19; 3/18/19; 3/21/19; 4/16/19 as amended.

SELECTMEN'S CONCERNS

Ms. Salamoff asked of the status of closing Town Hall at 11:00 p.m. Monday-Thursday. Ms. Malone replied that she will be sending a memo to the Boards announcing the decision to close at 11:00 but Administration will work with a Board when this proposes a challenge.

Mr. Freedman inquired about a potential Fall Town Meeting article pertaining to Ch 97 land dedication for Kennedy Middle School. Mr. Freedman also asked about year-end transfers and Ms. Malone stated none were needed this year.

Ms. Salamoff asked Ms. Malone to follow up with Town Counsel on a legal opinion they requested concerning the Affordable Housing Trust Fund.

Mr. Jennett referred to a memo in correspondence from Avenue at Natick regarding affordable housing and asked if the Affordable Housing Trust Fund was involved in this. Ms. Salamoff replied that they were not; their role was to create affordable housing.

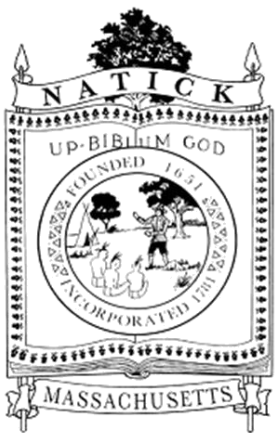
ADJOURNMENT

On a motion by Mr. Jennett, seconded by Mr. Freedman, the Board unanimously voted to adjourn at 10:47 p.m.

Jonathan H. Freedman, Clerk

A list of all documents used at this Board of Selectmen meeting are available at:

<https://naticktown.novusagenda.com/agendapublic/MeetingView.aspx?MeetingID=660&MinutesMeetingID=61&doctype=Agenda>



NATICK BOARD OF SELECTMEN
MEETING MINUTES
Edward H. Dlott Meeting Room
Monday, July 22, 2019
6:00 PM

PRESENT: Chair Michael J. Hickey, Jr., Vice Chair Susan G. Salamoff, Clerk Jonathan Freedman, Karen Adelman-Foster, Richard P. Jennett, Jr.

ALSO PRESENT: Town Administrator Melissa A. Malone and Executive Assistant Trish O'Neil

1. OPEN SESSION

The Chair called the meeting to order at 6:04 p.m., noting that a quorum was present and that the meeting had been duly noticed and was being filmed by Natick Pegasus. The Pledge of Allegiance was recited and a moment of silence was observed for those protecting our country and those involved in today's downtown fire at the intersection of Routes 27 and 135.

2. ANNOUNCEMENTS

A. Update Regarding Fire in Downtown Natick

Mr. Hickey explained that in light of today's events, and under the emergency contingency of the Open Meeting Law, everything that was not time sensitive and had no legal ramifications had been removed from tonight's agenda to focus on the downtown fire that has devastated the Town Center and to get information out to the public. Mr. Hickey recognized and thanked the first responders from Natick and 16 surrounding communities, noting that three firefighters (from Natick, Wellesley, and Framingham) had been injured in the course of the eight-alarm fire. He also thanked all of the Town Departments, other Towns, MEMA, the Fire Marshall's Office, the Red Cross, the Salvation Army, local business owners and churches, the Chamber of Commerce, Town Residents, and all of the multiple others that provided assistance today. He expressed condolences to the eight businesses destroyed by the fire, including Metro Pets, the Nancy Kelley Dance Studio, King Wok, Iron Horse, and the Christian Science Reading Room. Though acknowledging it had been a sad day, Mr. Hickey stated that it had also been an inspiring day in light of the effort put forth by all who helped during the tragedy.

Police Chief James Hicks, who also serves as the Town's Emergency Management Director, lauded the tremendous effort of the firefighters who fought this stubborn, long-lasting fire. A 911 call was placed at 1:30 a.m. regarding smoke in the area of South Main and Pond Streets. Police and Fire units were dispatched. He referred to a "unified command," noting that everyone was fully engaged and doing their job seamlessly.

Fire Chief Michael Lentini (who returned to Town from vacation after receiving the news at 6:30 a.m.) expressed similar thoughts, thanking Chief Hicks, Acting Fire Chief Dan Dow, and all others involved in fighting the fire and providing additional help, especially residents who arranged for food and drink for the firefighters. The fire is not suspicious in origin. It likely started in the basement of the building but the cause is undetermined. Though the fire was completely out at the time of this meeting, it burned from the early morning hours until just a few hours previous, and there are a few hot spots remaining that will be watched all night. Most of the building has been demolished. Chief Lentini noted that it had been a very difficult fire to fight due to the structure of the building with many areas for the fire to travel and hide.

DPW Director Jeremy Marsette noted that the Town operated seven of its 10 wells today in response to the fire, pumping in excess of four million gallons, much of which came from Elm Bank. The high velocity of water coming through the lines has stirred up sediment so residents can expect to see discolored water and will want to flush their lines for a bit by running the water until it is clear. DPW crews will be on hand this evening and residents are encouraged to call the Water Department with questions or issues. Mr. Marsette indicated that the water is safe to drink and there is no risk of contamination. Mr. Freedman inquired whether water restrictions should be imposed. Expressing confidence that water supplies are currently adequate in that it has been a very wet season, Mr. Marsette stated he did not foresee the need but noted that the Administration

would be kept informed and that the Board could authorize the Town Administrator to impose restrictions at any time.

Chief Hicks stated he had just received notice at 6:40 p.m. that all roadways were open.

Deputy Town Administrator/Operations Bill Chenard encouraged avoidance of downtown driving and stated that pedestrians should avoid the area that has been fenced off. As a public service announcement, Mr. Chenard stated that this evening's Concert on the Common has been canceled.

Steve Levinsky of Natick Center Associates thanked Athena Pandolf, Executive Director of the Natick Center Cultural District, and Ted Fields, Senior Planner, for remaining in constant contact with the building and business owners who he described as still currently in shock. Sixteen local businesses and landlords have offered temporary space to the businesses affected by the fire. The Natick Center Associates Executive Committee will meet in the morning with local banks that have reached out regarding what can be done to help. Mr. Fields has been in touch with the building owner, who reportedly seems inclined to build another structure on the site.

B. Eversource Maintenance Work

Mr. Freedman relayed information from Eversource regarding maintenance work that will occur in Natick and other communities in September. Areas in Natick that will be affected are Autumn Lane, Mercer Road, West Hill Park, Melody Way, and Hartford Street. The work is planned for 7:00 a.m. to 5:00 p.m. Monday through Friday, though extra hours and/or weekend work may be required if there are weather problems. All workers will have proper identification. Questions and problems can be reported to 800-793-2202 or projectinfo@eversource.com.

3. CITIZENS' CONCERNS

Natick resident Jerry Pierce said he was proud to see the Chairman of the Board on this morning's 6:00 a.m. news and the Town Administrator on this evening's news. Here as an advocate for conservation and environmental concerns, and as the co-founder of "Save our Trees" in Natick, he expressed concern about the property at the Windy Lo site, noting that healthy, vibrant trees have been removed, and that out-of-town developers are mutilating the Town's property to build mansions.

4. REQUESTED ACTION

A. Request to Occupy Public Ways to Cordon Off Perimeter of Downtown Fire Site, Including South Main Street, West Central Street, Pond Street, Municipal Parking Lot, and Any Other Area Deemed Necessary

Mr. Hickey stated that the Board needs to approve cordoning off of the perimeter of the fire site. On a motion by Sue Salamoff, seconded by Jonathan Freedman, the board voted 5-0-0 to cordon off the perimeter of the fire site, including South Main Street, West Central Street, Pond Street, the Municipal Parking Lot, and any other areas deemed necessary. Mr. Freedman asked that the public be apprised of what sections will be closed and what will and will not be accessible. Mr. Hickey asked Ms. Malone to ensure that is done with updates to the website. Ms. Malone reminded everyone of the new subscription service on the website called Natick News. Mr. Freedman asked that parking enforcement be relaxed for the next week or so and Mr. Hickey asked Ms. Malone to communicate this to the Chief of Police.

B. Procurement Officer Contracts

- a. MWRTA Contract Extension
- b. Catch Basin Cleaning

On a motion by Karen Adelman-Foster, seconded by Sue Salamoff, the board voted 5-0-0 to approve the 2019-2020 (7/1/19- 6/30/20) contract extension for elderly and disabled transportation services between the MWRTA and the Town of Natick, with the terms and conditions of said contract in the amount of \$70,000 ratified and affirmed.

On a motion by Sue Salamoff, seconded by Karen Adelman-Foster, the board voted 5-0-0 to award a contract for catch basin cleaning to Truax Corp for the complete main bid work in the amount of \$31,620, based on a quantity of 1,000 catch basins to be cleaned.

C. Public Hearing: Proposal to Rename Navy Yard Park to Whitney Field at the Navy Yard with Installation of Permanent Sign - Open Public Hearing and Continue to 8/5/19

Mr. Freedman read the Public Hearing Notice aloud. On a motion by Jonathan Freedman, seconded by Sue Salamoff, the board voted 5-0-0 to open the Public Hearing and continue it to the August 5th meeting.

D. Public Hearing: Square Dedication for Saviano Bros., Cochituate St. and Washington Ave.

Mr. Freedman read the Public Hearing Notice aloud. On a motion by Jonathan Freedman, seconded by Sue Salamoff, the board voted 5-0-0 to open the Public Hearing. Paul Carew, the Veterans' Services Officer, spoke in favor of dedicating the square at Cochituate Street and Washington Avenue in honor of the Saviano Brothers - Joseph, Alfred, and Ralph - World War II veterans. There were no comments from the public. On a motion by Jonathan Freedman, seconded by Richard Jennett, the board voted 5-0-0 to dedicate the square as requested.

Mr. Carew acknowledged the return of the remains of Technical Sergeant Alfredo Sandini of Marlborough who was shot down in French Indonesia in 1944. Technical Sergeant Sandini is the third veteran to return to Massachusetts for burial.

- E. Public Hearing (Continued from 5/28/19): Smashburger: Application for S. 12 Wine and Malt License - Continue to 8/5/19 Selectmen's Meeting:

The Public Hearing will be continued to the August 5th meeting since the application is still incomplete.

5. APPOINTMENTS

- A. Confirm the Town Administrator's Appointment of the Collector/Treasurer Debbie Sherman

On a motion by Sue Salamoff, seconded by Richard Jennett, the board voted 5-0-0 to confirm the Town Administrator's appointment of Debbie Jo Sherman as the new Collector/Treasurer.

6. DISCUSSION AND DECISION

- A. Announce 2019 Fall Town Meeting

Mr. Freedman read the public notice aloud announcing the 2019 Fall Annual Town Meeting to be held on Tuesday, October 15th at 7:30 p.m. at the Natick High School. Articles are due by 5:00 p.m. on Thursday, August 15th.

7. BOARD OF SELECTMEN UPDATES

- A. 2019 FATM Warrant/Board Sponsored Articles

- a. Unaccepted Ways
- b. Article 97 Kennedy Middle School Land Dedication
- c. West Natick Fire Station/MassDOT Easement
- d. Storm Water Modification

The four Board-sponsored Articles listed above are proposed for the 2019 Fall Annual Town Meeting. Ms. Adelman-Foster stated that she and Mr. Jennett have been working with Mr. Marsette who has shared much information regarding what other towns do relative to unaccepted ways. Per Ms. Malone, Kennedy Middle School is surrounded by unique land that requires legislation in order for it to be considered Article 97 land and the Board's support is desired. Relative to West Natick Fire Station, MassDOT is requiring a walkway/crosswalk and the Article would provide an easement so that a sustained crosswalk can be created along Speen Street. The Storm Water Modification Article will align the Town's By-Laws and State Laws. Ms. Malone stated that language would be drafted and presented to the Board by August 5th.

8. SELECTMEN SUBCOMMITTEE/LIAISON UPDATES

- A. West Natick Fire Station

Mr. Hickey stated there has been some delay in construction in that asbestos has been identified in two areas. The Town has filed with DEP for cleanup and DEP has a 10-day comment period. Mr. Chenard stated that hazardous materials must be disposed of and will add to project costs.

- B. Kennedy Middle School

Ms. Malone referred the Board to the proposed 2019 Fall Annual Town Meeting Warrant Article as discussed above.

9. CONSENT AGENDA

Mr. Freedman read the Consent Agenda. Ms. Salamoff requested that Item G (meeting minutes) be removed from the Consent Agenda. On a motion by Richard Jennett, seconded by Jonathan Freedman, the board voted 5-0-0 to approve the remainder of the Consent Agenda (with removal of Item G as requested by Ms. Salamoff).

- A. Accept Donation to the Police Department from Cognex

B. Approve Block Party for Surrey Lane

C. Approve Block Party for Erlandson Road

D. Approve Banner for Riverbend School

E. Reappoint Jeannine Furrer to the Historic District Commission, Term Expires 6/30/22

F. Saviano Bros. Proclamation

G. Approve Meeting Minutes

3/4/19; 3/25/19; 4/1/19; 4/29/19; 5/13/19; 5/28/19; 6/3/19; 6/10/19

On a motion by Karen Adelman-Foster, seconded by Sue Salamoff, the board voted 5-0-0 to approve the meeting minutes with incorporation of a list of revisions that she read aloud.

H. Release of Executive Session Minutes: April 3, 2019

I. Approve Request to Occupy the Public Way: Natick Center Cultural District Annual ArtWalk on 7/25/19
Postponed from 7/18/19

10. TOWN ADMINISTRATOR NOTES

None.

11. SELECTMEN'S CONCERNS

None.

ROLL CALL VOTE TO ENTER EXECUTIVE SESSION

On a motion by Jonathan Freedman, seconded by Sue Salamoff, the board voted 5-0-0 at 7:55 p.m. to enter Executive Session to discuss Purpose 3 - strategy with respect to collective bargaining or litigation if an open meeting may have a detrimental effect on the bargaining or litigating position of the public body; Purpose 6 - the Purchase, Exchange, Lease or Value of Real Property if the Chair Declares that an Open Meeting may have a Detrimental Effect on the Negotiating Position of the Public Board; and Executive Session Minutes. The vote was confirmed by roll call as follows: Mr. Hickey - Yes, Ms. Salamoff - Yes, Mr. Freedman - Yes, Ms. Adelman-Foster - Yes, and Mr. Jennett - Yes.

Mr. Hickey indicated that the Board would not return to Open Session but would adjourn from Executive Session.

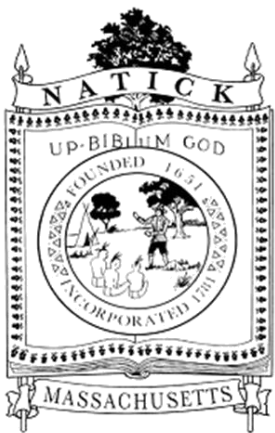
Jonathan H. Freedman, Clerk

Submitted by: Trish O'Neil, Executive Assisant

July 22, 2019 Board of Selectmen Meeting Minutes Approved by the Board of Selectmen on _____, 2019

All documents used at this Board of Selectmen meeting are available at:

<https://naticktown.novusagenda.com/agendapublic/MeetingView.aspx?MeetingID=661&MinutesMeetingID=77&doctype=Agenda>



NATICK BOARD OF SELECTMEN
MEETING MINUTES
Edward H. Dlott Meeting Room
Tuesday, July 23, 2019
6:00 PM

PRESENT: Chair Michael J. Hickey, Jr., Vice Chair Susan G. Salamoff, Clerk Jonathan H. Freedman, Karen Adelman-Foster, and Richard P. Jennett, Jr.

ALSO PRESENT: Town Counsel David DeLuca, Lt. Brian Lauzon, Attorney Andrew Upton representing P.F. Chang's, New P.F. Chang's Manager of Record Ingrid Morillo, and Executive Assistant Trish O'Neil

OPEN SESSION

The Chair called the meeting to order at 6:05 p.m., noting that a quorum was present and that the meeting had been properly noticed and was being filmed by Natick Pegasus. The Pledge of Allegiance was recited and a moment of silence was observed in honor of those protecting our country. Executive Session was canceled by the Town Administrator who cited the need for additional preparation time.

CITIZENS' CONCERNS

None.

REQUESTED ACTION

P.F. Chang's: Application for a Change in Manager

On a motion by Richard Jennett, seconded by Karen Adelman-Foster, the board voted 5-0-0 in favor of appointing Ingrid Morillo as the new manager of record.

DISCUSSION AND DECISION

A. Alleged Alcohol License Violation - P.F. Chang's

Town Counsel David DeLuca informed the Board that Lt. Brian Lauzon would provide information about the alleged alcohol violation and indicated that an agreement has been reached among himself, Lt. Lauzon, and Attorney Upton, who represents P.F. Chang's, regarding the recommended outcome of this hearing, noting, however, that any decision regarding such outcome is entirely the Board's.

Lt. Lauzon stated that the investigation originated on January 7, 2019 at 8:29 p.m. when police were called regarding an intoxicated person at Natick Mall near P.F. Chang's who was being loud. After spending approximately two hours at P.F. Chang's, both eating and drinking, the patron became disruptive and verbally abusive. The manager on duty was informed by the bartender that the patron appeared to be showing signs of intoxication. The manager refused to serve the patron any more alcohol and requested that he be removed by Natick Mall Security. Responding officers noted the subject appeared disheveled, was slouching and slurring his words, had the smell of alcohol about him, and had a black eye. Deemed to be incapacitated by alcohol, the subject was placed into protective custody. The subject's breathalyzer test indicated he was 3.5 times over the legal limit of incapacitation. CCTV camera footage showed the patron walking into the restaurant with little problem but requiring assistance upon exiting. In follow-up with the manager of record, alcoholic beverage training certificates for servers were requested but one could not be located for the bartender who had served the patron. The manager of record promised to acquire and provide a copy of that training certificate to the Police Department. No response from the manager of record by the following week prompted further follow-up with the manager on duty. It was observed that the bartender in question was still behind the bar serving alcohol and still without any evidence of a server training certificate, which is required as per the Town's written policy on server training. The conclusion of the investigation was that P.F. Chang's violated MGL Chapter 138 section 69 in that an intoxicated person was served alcoholic beverages, and that P.F. Chang's violated the Town of Natick's policy regarding server training by allowing a bartender to engage in the service of alcohol without proper training.

Lt. Lauzon recalled a prior history of over-service and underage service at P.F. Chang's in 2009 that resulted in a car accident in which a family sustained incapacitating injuries. Attorney Upton qualified this history, noting that once it was realized that the patrons were intoxicated, the bartender at the time took the drinks back and the patrons never had a sip of the drinks. The substantive drinking of alcohol was done at a bar other than P.F. Chang's prior to their arrival there. Attorney Upton also took issue with the Board looking back at an incident that occurred 10 years prior and felt that the current incident should not be seen as a second offense, especially consider the number of drinks that are served without any problem on an annual basis. Attorney DeLuca confirmed that 10 years is a bit beyond the typical range.

Attorney Upton informed the Board that P.F. Chang's takes full responsibility. He noted that the restaurant has a very strict training policy but that there was an unfortunate failure in management. P.F. Chang's has taken steps to remedy that failure by completely removing the manager in question from the company, hiring a new manager of record, and ensuring that the bartender in question, as well as all other servers, have been thoroughly trained. P.F. Chang's will continue to provide in-person server training once a month.

Attorney DeLuca outlined the agreed-upon recommendation for disposition (again noting that it was entirely the Board's decision):

- A four-day suspension of alcohol service only (not food) with two days served and two days held in abeyance for one year, contingent upon no further violations in that one year period, and
- Funding by P.F. Chang's of a professional server training program run by the Natick Police Department to which all license-holders will be invited.

After further extensive discussion between the Board and the attorneys, the Board voted 5-0-0 in favor of the following motion by Mr. Freedman, which was seconded by Mr. Jennett with a friendly amendment to exclude the word consecutive: to impose a four-day suspension, two of which are to be served within 45 days, with days served to be consecutive, and two of which are to be deferred for a period of 12 months. The Town is to be notified within 10 days' time of the days P.F. Chang's chooses to implement their suspension. In addition, P.F. Chang's will fund a T.I.P.S. training program to be run by the Natick Police Department for up to 35 license-holders. Ms. Salamoff seconded Mr. Jennett's motion to remove the word consecutive, thus leaving the choice of days served up to the discretion of the license-holder. Mr. Freedman accepted Mr. Jennett's friendly amendment.

- B. Vote to Ratify Collective Bargaining Agreement, Public Employees Local Union 1116 (Library)
Canceled per the Town Administrator.

ADJOURNMENT

On a motion by Richard Jennett, seconded by Jonathan Freedman, the board voted 5-0-0 to adjourn at 7:56 p.m.

Jonathan H. Freedman, Clerk

Submitted by Trish O'Neil, Executive Assistant

July 23, 2019 Board of Selectmen Minutes Approved by the Board of Selectmen on _____, 2019

Documents used at this Selectmen's meeting are available at:

<https://naticktown.novusagenda.com/agendapublic/MeetingView.aspx?MeetingID=667&MinutesMeetingID=78&doctype=Agenda>

BOARD OF SELECTMEN – TOWN OF NATICK

MEETING MINUTES

EDWARD H. DLOTT MEETING ROOM – NATICK TOWN HALL

July 29, 2019

6:00 PM

Present: Chairman Michael J. Hickey, Jr. Susan Salamoff, Jonathan Freedman, Richard P. Jennett, Jr., (arrived at 6:06 p.m.) and Karen Adelman-Foster

Also Present: Town Administrator, Melissa Malone and Senior Executive Assistant, Donna Donovan

Chairman Hickey called the meeting in order at 6:01 p.m.

Ms. Salamoff, seconded by Mr. Freedman, moved to enter into executive session to discuss strategy with respect to collective bargaining or litigation; Public Employees Local Union 1116 (Library). The Chair further announced that discussion of these items in open session would have a detrimental effect on the Board of Selectmen's negotiating position. By roll call vote the Board voted to enter into executive session at 6:07 p.m. after announcing the meeting would return to open session. Mr. Hickey, Ms. Salamoff, Ms. Adelman Foster and Mr. Freedman all voted in favor of going in to Executive Session.

The open session was reconvened at 6:45 p.m.

The pledge of allegiance was recited and a moment of silence was observed.

ANNOUNCEMENTS

1. Down Town Fire Update - Mr. Freedman announced the initiatives Natick Center Associates has started to assist the businesses displaced by the fire on 7/22/19. Mr. Freedman referred to a memo presented by Natick Center Associates stating how people can donate money and/or office space.
2. Town Hall Office Hours – Ms. Malone announced that effective July 1, 2019 Town Hall closes at 11:00 pm Monday – Thursday. Ms. Malone stated that since July 1st all meetings have been able to concluded by 11:00 p.m.

CITIZENS CONCERNS

No one spoke during citizens' concerns.

APPOINTMENTS

1. **Appoint a New Super Records Access Officer (RAO)**

Mr. Hickey stated that the Town is not obligated to designate a "super" RAO. Diane Packer's was designated the lead RAO in January 2017 by the Board while other employees were named RAO's for their respective departments by the Town Administrator. Ms. Malone stated she will make a recommendation for a lead RAO in the near future. Ms. Salamoff opined that the Town Clerk's office is the appropriate place for public records requests. Mr. Jennett suggested giving the RAO the authority to hold employees accountable for compliance with public records requests. Mr. Freedman and Mr. Hickey concurred with Mr. Jennett. On a motion by Ms. Adelman Foster, seconded by Ms. Salamoff, the Board unanimously voted to authorize Ms. Malone to designate interim RAO's within the organization and to confirm that all requirements are being met in accordance with the public records laws.

BOARD OF SELECTMEN UPDATES

1. Senior Property Tax Exemption Study Committee

Director of Assessing Eric Henderson stated that the committee made the following recommendations:

- A campaign to build awareness of current Natick Tax Assistance and Deferral Programs and MA Senior Circuit Breaker Tax Relief Program.
- Proposed article to raise gross receipts seniors may have in the prior calendar year to be eligible to defer property taxes for 2019 Fall Annual Town Meeting.

Ms. Salamoff presented the following proposed warrant article: “to see if the Town will vote to increase the gross receipts that seniors may have in the prior calendar year to be eligible to defer property taxes under G.L. c. 59 s.5, Clause 41A to the amount of income determined by the commission of revenue for the purposes of subsection (k) of Section 6 of Chapter 62 for a single person who is not a head of household. Such increase to be effective for deferrals granted for taxes assessed for any fiscal year beginning on or after July 1, 2019.

Ms. Salamoff provided additional information regarding Natick Clause 41A for the Board's review.

Mr. Henderson and Ms. Salamoff addressed questions from Board members.

On a motion by Ms. Salamoff, seconded by Mr. Jennett, the Board unanimously voted to adopt the recommendation of the Senior Property Tax Exemption Study Committee to have a campaign to build awareness of current Natick Tax Assistance and Deferral Programs and MA Senior Circuit Breaker Tax Relief Program.

On a motion by Ms. Salamoff, seconded by Mr. Jennett, the Board unanimously voted to sponsor the warrant article as proposed by the Senior Property Tax Exemption Study Committee.

2. PAYT Bags

DPW Director Jeremy Marsette encouraged people to contact the vendor, Waste Zero if they are having problems with the PAYT bags. Residents may also receive replacement bags at the DPW or at retailers where bags are sold.

Mr. Marsette addressed questions from Board members. It was noted that there was a spike in complaints in April and it was found this was due to a manufacturing defect with a specific batch of bags.

3. New Director Position

Ms. Malone informed the Board of her proposal to make some personnel changes. Ms. Malone is proposing to re-tool the Director of Community Services position to the position of Director of Capital Partnerships & Strategic Initiatives. Ms. Malone commented that some of the functions of the new director are currently being performed by other directors although it is not in their job description.

Mr. Jennett commented that the supervisory functions were very diverse. Mr. Jennett asked for clarification on capital management stating that the community and economic development director has been managing capital projects. Mr. Jennett asked if this position had been discussed with the other

directors. Ms. Malone replied that there were many discussions with various groups. Mr. Hickey stated that the Town Administrator should be given latitude to make these decisions. Ms. Salamoff, Mr. Freedman, Mr. Jennett, Ms. Adelman Foster and Mr. Hickey all spoke in support of the proposed personnel change.

4. West Natick Fire Station (WNFS) Asbestos Issue/Construction

Mr. Chenard stated that asbestos was found in tiles and concrete pipes at the construction site. MA DEP has been notified and an asbestos abatement will be coming from them. Mr. Chenard further stated that the impact should not delay the project.

CONSENT AGENDA

On a motion by Mr. Freedman, seconded by Mr. Jennett, the Board unanimously voted to remove “Authorize the Chair to Sign Declaration of Restrictive Covenants with Natick Avenu Owner, LLC” and “approve meeting minutes” from the consent agenda.

Ms. Malone stated that the purpose of the declaration of restrictive covenants was to designate 17 units of the 164 units being built at Natick Avenu as affordable housing. Ms. Malone further stated that the additional units will increase the affordable housing stock to 10.56% of permanent housing. On a motion by Mr. Jennett, seconded by Mr. Freedman, the Board unanimously authorized the Chair to sign the Declaration of Restrictive Covenants.

It was noted that there were no meeting minutes on the agenda to approve.

On a motion by Mr. Jennett, seconded by Mr. Hickey, the Board unanimously voted to approve the consent agenda as follows:

- Re-Appoint Lawrence Drolet to the Information Systems Advisory Board and Cable Advisory Board - Term Ending 6/30/2022
- Confirm Town Administrator's Re-Appointment of Susan Peters to the Commission on Disability - Term Ending 6/30/2022
- Approve Recreation and Parks Request to Accept Donation from the Archbishop of Boston - St. Patrick's Parish
- Appoint Karen Oakley to the Council on Aging - Term Ending 6/30/2022
- Approve Natick Community Organic Farm Banner 8/19-8/25/19 (Online Auction) and 9/16-9/22/19 (Harvest Dinner)

TOWN ADMINISTRATOR NOTES

Ms. Malone updated the Board on the construction of the East and Navy parks stating that they are nearing completion and Navy Park is waiting for a final piece of playground apparatus.

SELECTMEN'S CONCERNS

Mr. Freedman informed the Board of a Financial Planning Committee on Wednesday, July 31st.

ADJOURNMENT

On a motion by Mr. Jennett, seconded by Mr. Freedman, the Board unanimously voted to adjourn at 9:00 p.m.

Jonathan H. Freedman, Clerk

A list of all documents used at this Board of Selectmen meeting are available at:

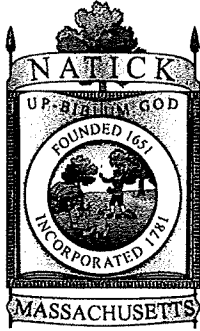
<https://naticktown.novusagenda.com/agendapublic/MeetingView.aspx?MeetingID=669&MinutesMeetingID=64&doctype=Agenda>

DRAFT

ITEM TITLE: Approve Common Victualer's License for Tempura King, Inc.
ITEM SUMMARY:

ATTACHMENTS:

| Description | Upload Date | Type |
|------------------------------------|-------------|------------|
| Application | 8/2/2019 | Cover Memo |
| Police Recommendation for Approval | 8/2/2019 | Cover Memo |

**Office Use Only:**

Date Pmt Rec'd: _____ Fee Paid: \$ _____ Check No: _____

Police Department approval issued ☐ Notes: _____Meets applicable zoning bylaws ☐ _____Certificate of Occupancy issued ☐ _____Board of Health Permits issued ☐ _____

Board of Selectmen Decision Date _____

Approved ☐Denied ☐**TOWN OF NATICK****COMMON VICTUALER LICENSE APPLICATION***(Type or print clearly; illegible applications will not be accepted)*For Calendar Year: 2019 Date Submitted: _____ Fee: **\$100.00**

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 (Licensee):

Tempura King Inc.Name of Establishment (d/b/a) Tempura KingAddress of Establishment 381 Worcester St. Natick, MA 01760Mailing address *(if different from establishment)* _____Contact Person (to whom **ALL** licensing information will be sent, **including renewal notice and license**)Zhihui LiEmail Address 1072525386@qq.com Phone 857-234-9661Manager of Establishment Zhihui LiEmail Address 1072525386@qq.com Phone 857-234-9661

If Business is a Corporation, Corporate Name and Officers _____

Tempura King Inc. / Zhihui Li

If Business is an LLC, List of Members _____

Establishment's Days and Hours of Operation 11:30 am - 9:00 pm Tuesday to Sunday (Monday off)
Number of Staff 2 Number of Seats 24 Seats
Has a Certificate of Occupancy been issued? NO If not, expected date of issuance _____
Have Board of Health Permits been issued? NO If not, expected date of issuance _____

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

Applicant's Social Security Number or Employee I.D. Number 745 29 0562
Date of Birth March 5th. 1983

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

Tax Attestation: 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.

Print Name of Applicant or Corporate Officer ZhiHui Li
Signature of Applicant or Corporate Officer ZhiHui Li
Date 6/18/2019

Please print and submit completed application and all required supporting materials as listed below to the Board of Selectmen's Office (508-647-6410), Natick Town Hall, 13 East Central Street, Natick, MA 01760. See additional important licensing information on the Town website at natickma.gov: click on Government, then on Board of Selectmen, then on Grants, Licenses & Permits. Contact the Community & Economic Development Office (508-647-6450) and the Board of Health (508-647-6460), both located on the second floor of Town Hall, and the Town Clerk's Office (508-647-6430), located on the first floor of Town Hall, regarding any other zoning regulations, building requirements, permits, etc. pertaining to your application for a common victualer's license. A common victualer's license, if approved, will be issued only if all zoning regulations are met and a Certificate of Occupancy and Board of Health permits are issued.

Required documents:

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. \$100.00 Application fee (checks made payable to the Town of Natick)

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/01/2019

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 have ADDITIONAL INSURED provisions or 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 Imaginative Insurance Products, Inc. 511 Washington St Quincy, MA 02169 | CONTACT NAME: Rick | PHONE (A/C, No, Ext): (617)773-0205 | FAX (A/C, No): (617)773-0232 |
| | E-MAIL ADDRESS: imaginativeins@aol.com or rickerlove@l-ipi.net | | |
| INSURED Tempura King, Inc. 381 Worcester Street Natick, MA 01760 | INSURER(S) AFFORDING COVERAGE | | NAIC # |
| | INSURER A: Utica First Insurance Company | | |
| | INSURER B: Liberty Mutual Insurance Company | | |
| | INSURER C: | | |
| | INSURER D: | | |
| | INSURER E: | | |
| INSURER F: | | | |

COVERAGES

CERTIFICATE NUMBER:

REVISION 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 | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | |
|----------|--|---|----------|---------------|-------------------------|-------------------------|---|--------------------------|----------|
| A | COMMERCIAL GENERAL LIABILITY | | | BOP4464735 | 07/01/19 | 07/01/20 | EACH OCCURRENCE | \$ 1,000,000 | |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 50,000 | |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | | MED EXP (Any one person) | \$ 5,000 |
| | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | PERSONAL & ADV INJURY | \$ 1,000,000 | |
| | OTHER: | | | | | | GENERAL AGGREGATE | \$ 2,000,000 | |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ 1,000,000 | |
| | | | | | | | | \$ | |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ | |
| | <input type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) | \$ | |
| | <input type="checkbox"/> OWNED AUTOS ONLY | <input type="checkbox"/> SCHEDULED AUTOS | | | | | BODILY INJURY (Per accident) | \$ | |
| | <input type="checkbox"/> HIRED AUTOS ONLY | <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | PROPERTY DAMAGE (Per accident) | \$ | |
| | | | | | | | | \$ | |
| | UMBRELLA LIAB | | | | | | EACH OCCURRENCE | \$ | |
| | EXCESS LIAB | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE | | | | | AGGREGATE | \$ | |
| | DED | RETENTION \$ | | | | | | \$ | |
| | | | | | | | | | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | 1213698 | 07/01/19 | 07/01/20 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER | | |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | N/A | | | | E.L. EACH ACCIDENT | \$ 100,000 | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 100,000 | |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 500,000 | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

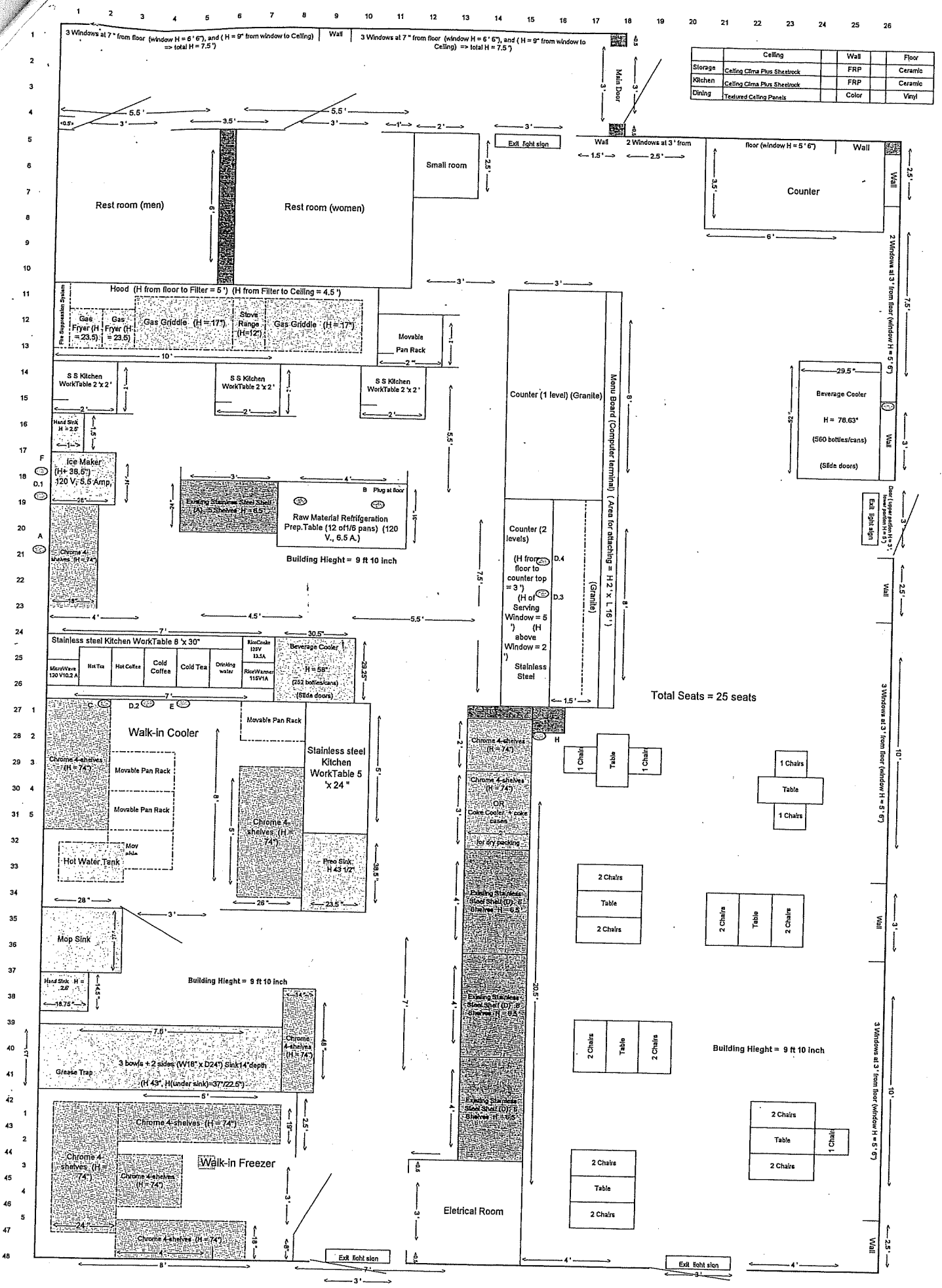
CERTIFICATE HOLDER

CANCELLATION

"For Demonstration Purposes"

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



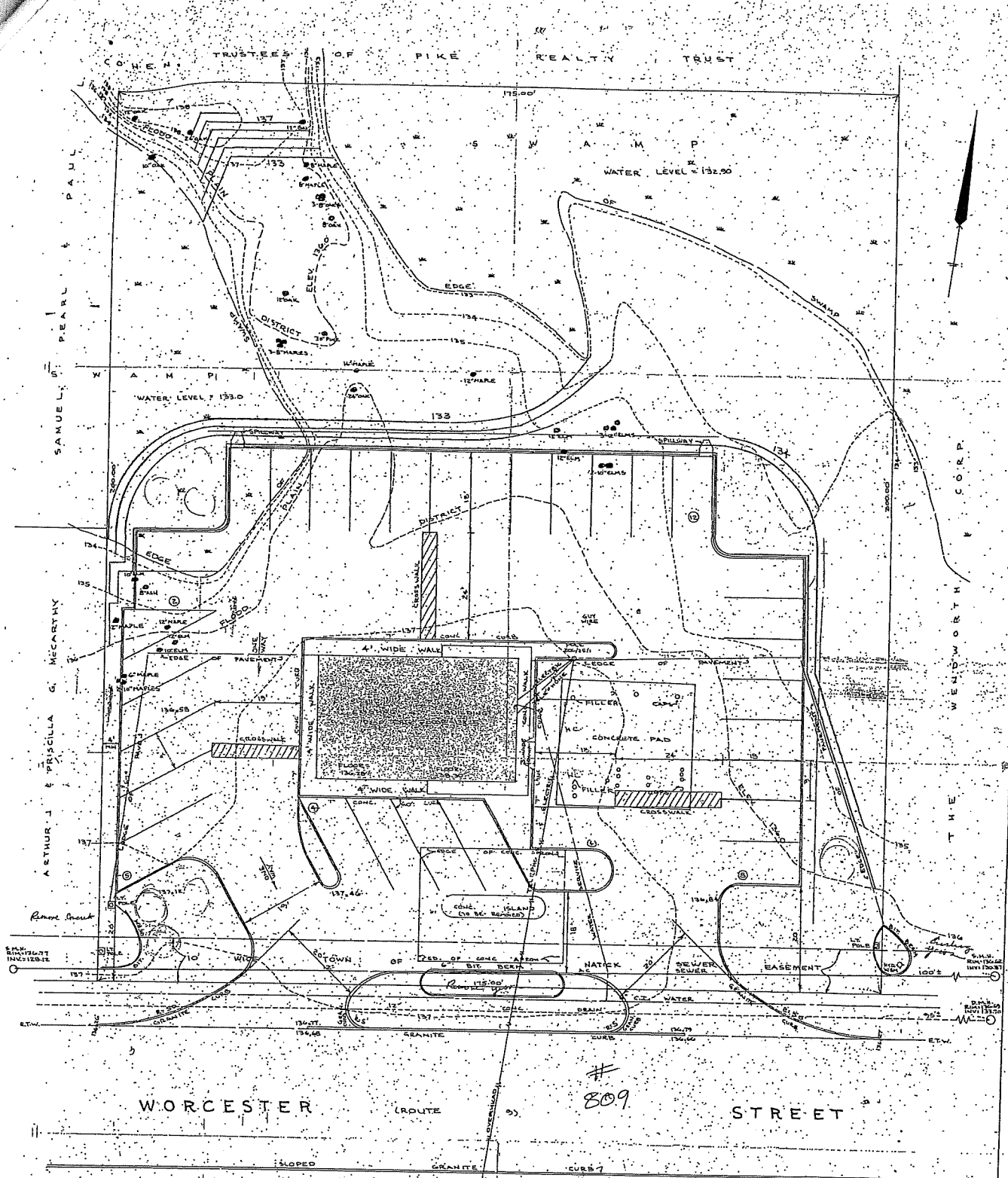
| | Ceiling | Wall | Floor |
|---------|------------------------------|-------|---------|
| Storage | Ceiling Clima Plus Sheetrock | FRP | Ceramic |
| Kitchen | Ceiling Clima Plus Sheetrock | FRP | Ceramic |
| Dining | Textured Ceiling Panels | Color | Vinyl |

Total Seats = 25 seats

Building Height = 9 ft 10 inch

Building Height = 9 ft 10 inch

Building Height = 9 ft 10 inch

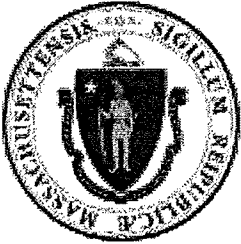


B.M. LEFT BOLT (PAINTED ORANGE) OF HYDRANT
THREE FEET EAST OF SOUTHEAST LOT CORNER
ELEV. 140.15 U.S.C. & G.S. DATUM

| | |
|---|---------|
| SITE PLAN | |
| NATICK, MASS. | |
| APPLICANT | |
| SCALE 1"=10' | |
| | |
| JOSEPH R. SULLIVAN REG. PROFESSIONAL ENGINEER REG. LAND SURVEYOR | |
| MACCARTHY & SULLIVAN ENGINEERING INC. 81 SPEEN ST. NATICK, MASS. | |
| DESIGN BY | DWG NO. |

ist of Kitchen Equipment. Final

| Item | Equipment Type/Model #/Product Description | Dimension (inch) | | | | Specification | Price | Where to buy |
|------|--|------------------|-------|--------|----|---|----------|------------------|
| | | W | D | H | | | | |
| | Equipments | | | | | | | |
| 1 | Beverage Cooler 560 bottles- double door size M 5 shelf -Slide door (from Coke) | 54.50 | 30.00 | 78.63 | 1 | 120 V. 6.8 A. | free | Coke |
| 2 | Beverage Cooler 420 bottles- double door size M 5 shelf -Slide door (from Coke) | 39.50 | 30.00 | 78.63 | 1 | 121 V. 10.7 A. | free | Coke |
| 3 | Prep Refrigerator 12 of 1/6-pans 6" deep, 10 1/2" deep cutting board, 9.75 cu. Ft, Bottom mounted, Air coolrd, 32 - 41 F | 47.00 | 31.00 | 42.50 | 1 | 120 V., 6.5 A. | 1,399.00 | webstaurantstore |
| 4 | Stove Range Star Max 602HF 2 Burner Countertop | 12.25 | 29.00 | 12.00 | 1 | Gas 50,000 BTU | 492.70 | webstaurantstore |
| 5 | 36" Gas Countertop Griddle , Wells HDTG-3630G Heavy Duty, 3 Burners, Thermostatic | 36.00 | 33.25 | 17.00 | 2 | Gas 90,000 BTU | 2,315.50 | webstaurantstore |
| 6 | Fryer -Star Max 630FF 30 lb. Gas Countertop | 24.00 | 25.00 | 23.50 | 1 | Gas 70,000 BTU | 1,642.35 | |
| 7 | Ice Maker Manitowoc UY-0140 A Neo (yield/day =132 lb / bin = 80 lb), half-cube ice, a | 26.00 | 28.00 | 38.50 | 1 | 120 V, 5.5 Amp, | 1,549.00 | webstaurantstore |
| 8 | Advance Tabco FE-3-1824-18RLX Three Compartment Stainless Steel Commercial Sink with Two Drainboards – 90", NFS | 90.00 | 29.75 | 43.50 | | 3 sinks of 18" x 24" x sink dept14" and 2 drainboards18" (H under sink= 22.5") (H under drainboard = 37") | 739.00 | webstaurantstore |
| 9 | Prep sink Advance Tabco FE-1-1620-18-X One Compartment SS with One Drainboard | 38.50 | 23.50 | 43.75 | 1 | 14" x sink dept = 18" x 18" x 14" | 232.49 | webstaurantstore |
| 10 | Hand Sink: Regency 1 Bowl Under Bar Sink with Faucet | 14.50 | 18.75 | 37.00 | 1 | L x D x sink deep = 10" x 14" x 5" | 253.99 | webstaurantstore |
| 11 | Dormont WD-50 Grease Interceptor 100 lb. Grease (50 GPM) Trap Inlet and Outlet Size 4 Inches | 32.00 | 22.00 | 21.50 | 1 | Put on floor under 3-Bay sink (H under 3-Bay sink= 22.5") | 579.00 | webstaurantstore |
| | Small Appliances | | | | | | | |
| 12 | Coffee Brewer with 1 Lower Warmer Bunn CWT15-1 Automatic 12 Cup- Black Plastic Funnel 3.8 Gal/hour NSF | 8.50 | 18.00 | 17.00 | 1 | 120V,12.3 A | 495.99 | webstaurantstore |
| 13 | Camtainer Insulated Container (Cambro) model 250 UC 2.75 gallon for 50 cups (80 size) | 12.00 | 12.00 | 12.00 | 2 | for hot tea, for hot coffee | 350.00 | |
| 14 | Ultra Camtainer Insulated Container (Cambro) Model UC 500, 5 gallon for 91 cups | 16.75 | 11.75 | 26.63 | 3 | for cold tea, cold coffee, for Drinkin | 350.00 | |
| 15 | Camcarrier 24 Qts(22 Litr) Model# 100MPC | 26.25 | 17.25 | 15.25 | 1 | for Ice container | 350.00 | |
| 16 | Microwave #NN-SD372S | 19.50 | 14.50 | 11.00 | 1 | 120 V. 10.2 Amp. 1200watt | 400.00 | |
| 17 | Rice Cooker 60 cups | 12.00 | 12.00 | 12.00 | 1 | 120 V. 13.5 Amp,1600 watt | 250.00 | |
| 18 | Rice Warmer warm 24 hours, Stainless Steel, NSF | 12.00 | 12.00 | 15.00 | 1 | 115 V. 1 Amp | 220.00 | |
| 19 | TV Terminal | n/a | n/a | n/a | 1 | 115V. 3 A. | 400.00 | |
| 20 | Menu Board (Computer Terminals) | n/a | n/a | n/a | 5 | 115 V. 1.5 A. | 300.00 | |
| | Furniture | | | | | | | |
| 21 | Kitchen Work Table 18 Gauge TTF-308-X 430 Stainless Steel Work Table with Backsplash and Undershelf Advance Tabco | 96.00 | 30.00 | 35.50 | 1 | | 226.99 | webstaurantstore |
| 22 | Kitchen Work Table 18 Gauge TTF-247-X " Stainless Steel with 1 1/2" Backsplash and Galvanized Undershelf Advance Tabco | 84.00 | 24.00 | 35.5 | 1 | | 197.99 | webstaurantstore |
| 23 | Kitchen Work Table 18 Gauge TTF-242-X Stainless Steel with1 1/2" Backsplash and Galvanized Undershelf Advance Tabco | 24.00 | 24.00 | 35.50 | 1 | | 89.99 | webstaurantstore |
| 24 | Half Height Bun Pan Rack Mobile End Load -Regency Unassembled (10 Pan Capacity), 3" between shelf | 20.00 | 26.00 | 38.00 | 5 | | 64.57 | webstaurantstore |
| 25 | Full Pan 18 Gauge Aluminum | 18.00 | 26.00 | 2.00 | 24 | | 4.96 | webstaurantstore |
| 26 | Half Size Pan 18 Gauge Aluminum | 18.00 | 13.00 | 1.125 | 48 | | 3.64 | webstaurantstore |
| 27 | Regency 24" x 24" NSF Chrome Shelf Kit with 74" Posts | 24 | 24 | 74 | 2 | | 72.99 | |
| 28 | Regency 24" x 36" NSF Chrome Shelf Kit with 74" Posts | 24 | 36 | 74 | 2 | | 78.99 | |
| 29 | Regency 14" x 48" NSF Chrome Shelf Kit with 74" Posts | 14 | 48 | 74 | 1 | | 77.99 | |
| 30 | Regency 18" x 60" NSF Chrome Shelf Kit with 74" Posts | 18 | 60 | 74 | 1 | | 97.99 | |
| 31 | Regency 24" x 60" NSF Chrome Shelf Kit with 74" Posts | 24 | 60 | 74 | 3 | | 113.99 | |
| 32 | Regency 24" x 60" NSF Chrome Shelf Kit with 74" Posts | 18 | 48 | 74 | 2 | | 72.99 | |
| 33 | Choice Black/Tray Three Shelf Utility Cart / Bus Cart - 32" x 16" x 38" | 32.00 | 17.00 | 38.00 | 4 | Shelf + 26.5"x16"between shelf 11" | 43.23 | webstaurantstore |
| 34 | Dinner table | 48.00 | 24.00 | 30.00 | 7 | | 100.00 | I-Kia |
| 35 | Dinner Chair | 15.00 | 15.00 | 16.00 | 25 | | 30.00 | I-Kia |
| | Outside | | | | | | | |
| 36 | JRM Dumpster size 2 yard box | 38.00 | 63.00 | 48.00 | 1 | at the back of building | free | |
| 37 | Smartfuel Used Vegetable Oil Storage 100 gal | 33.00 | 33.00 | 36.00 | 1 | at the back of building | free | |
| 38 | Existing Pylon sign with New Faces | | | | 1 | at the Front of building | 2,200.00 | |
| | Existing Equipment | | | | | | | |
| 39 | Existing Hood L=10', W=3' (Hundershelf H = 8" & 16.75 ", Floor to Hood =5' + Hood t | 120.00 | 36.00 | 60 +54 | 1 | | existing | |
| 40 | Existing Fire Suppression System | | | | 1 | | existing | |
| 41 | Existing Hand Sink | 18.00 | 12.00 | 36.00 | 1 | | existing | |
| 42 | Existing Mop Sink | 30.00 | 24.00 | 36.00 | 1 | | existing | |
| 43 | Existing Hot Water Tank | | | | 1 | | existing | |
| 44 | Existing Stainless Steel Shelve | 36.00 | 24.00 | 78.00 | 1 | | existing | |
| 45 | Existing Stainless Steel Shelve | 48.00 | 24.00 | 60.00 | 3 | | existing | |
| 46 | Existing café Door | 36.00 | 42.00 | n/a | 1 | | existing | |



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$250.00

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

Articles of Organization

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

Identification Number: 001384081

ARTICLE I

The exact name of the corporation is:

TEMPURA KING INC

ARTICLE II

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

ARTICLE III

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

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

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

ARTICLE IV

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

ARTICLE V

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

NONE

ARTICLE VI

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

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

ARTICLE VII

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

Later Effective Date: Time:

ARTICLE VIII

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

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

Name: ZHIHUI LI
No. and Street: 242 HARRISON AVE #B 301
City or Town: BOSTON State: MA Zip: 02111 Country: USA

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

| Title | Individual Name First, Middle, Last, Suffix | Address (no PO Box) Address, City or Town, State, Zip Code |
|-----------|--|---|
| PRESIDENT | ZHIHUI LI | 242 HARRISON AVE #B 301 BOSTON, MA 02111 USA |
| TREASURER | ZHIHUI LI | 242 HARRISON AVE #B 301 BOSTON, MA 02111 USA |
| SECRETARY | ZHIHUI LI | 242 HARRISON AVE #B 301 BOSTON, MA 02111 USA |
| DIRECTOR | ZHIHUI LI | 242 HARRISON AVE #B 301 BOSTON, MA 02111 USA |

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

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

TAKE OUT RESTAURANT

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

No. and Street: 381 WORCESTER ST
City or Town: NATICK State: MA Zip: 01760 Country: USA

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

No. and Street:

381 WORCESTER ST

City or Town:

NATICK

State: MA

Zip: 01760

Country: USA

which is

☒ its principal office

☐ an office of its transfer agent

☐ an office of its secretary/assistant secretary

☐ its registered office

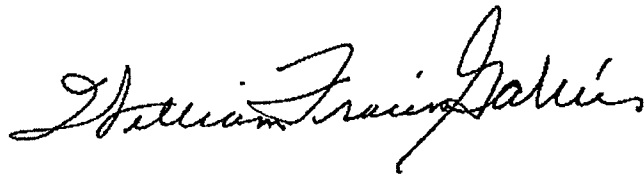
Signed this 16 Day of May, 2019 at 11:34:34 AM by the incorporator(s). *(If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)*

ZHIHUI LI

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:

May 16, 2019 11:32 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

Date of this notice: 05-17-2019

Employer Identification Number:
84-1794710

Form: SS-4

Number of this notice: CP 575 A

TEMPURA KING INC
TEMPURA KING
242 HARRISON AVE APT B301
BOSTON, MA 02111

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 84-1794710. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

| | |
|-----------|------------|
| Form 941 | 10/31/2019 |
| Form 940 | 01/31/2020 |
| Form 1120 | 08/15/2020 |

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents (payroll service providers) are available to assist you. Visit the IRS Web site at www.irs.gov for a list of companies that offer IRS e-file for business products and services. The list provides addresses, telephone numbers, and links to their Web sites.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is TEMP. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

CP 575 A (Rev. 7-2007)

CP 575 A

999999999999

DATE OF THIS NOTICE: 05-17-2019
EMPLOYER IDENTIFICATION NUMBER: 84-1794710
FORM: SS-4 NOBOD

TEMPURA KING INC
TEMPURA KING
242 HARRISON AVE APT B301
BOSTON, MA 02111



*COMMUNITY AND ECONOMIC
DEVELOPMENT*

BUILDING

PLANNING

ZONING

CONSERVATION

No. 62

BUILDING DEPARTMENT

13 EAST CENTRAL ST. NATICK, MA 01760

Date: July 17, 2019

CERTIFICATE OF OCCUPANCY

Tempura King

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 OCCUPANCY as *a restaurant*, located at *381 Worcester Street*, Natick, MA.

A handwritten signature in black ink, appearing to read "David Gusmini".

David Gusmini
Building Commissioner



Patricia O'Neil <poneil@natickma.org>

CV License

2 messages

Donna Donovan <ddonovan@natickma.org>
To: Brian Lauzon <lauzon@natickpolice.com>
Cc: Patricia O'Neil <poneil@natickma.org>


Fri, Jul 19, 2019 at 11:12 AM

Hi Brian,

Attached is a new application for a common victualer license for Tempura King, Inc.

Thank you.

Donna Donovan
Senior Executive Assistant
Town of Natick
508-647-6410

 **20190719111700852.pdf**
117K

Brian Lauzon <lauzon@natickpolice.com>
To: Patricia O'Neil <poneil@natickma.org>

Fri, Aug 2, 2019 at 10:43 AM

FYI

----- Forwarded message -----

From: **Brian Lauzon** <lauzon@natickpolice.com>
Date: Sat, Jul 20, 2019 at 6:31 PM
Subject: Re: CV License
To: Donna Donovan <ddonovan@natickma.org>

Donna,

After review we would recommend that the BOS, as the licensing authority for the Town of Natick, approve this request for a Common Victualer's License for Tempura King Inc.-[381 Worcester Street](#) in Natick.

Respectfully,

Lt. Brian G. Lauzon
[Quoted text hidden]

ITEM TITLE: Approve Block Party for High Street

ITEM SUMMARY:

ATTACHMENTS:

| Description | Upload Date | Type |
|-----------------------|--------------------|-------------|
| Request | 8/1/2019 | Cover Memo |
| Police Recommendation | 8/1/2019 | Cover Memo |

July 21, 2019

TO: Office of the Board of Selectmen, Town of Natick, Massachusetts
13 East Central Street, Natick, MA 01760

FROM: Greg Vitarelli, 33 High Street, Natick, MA

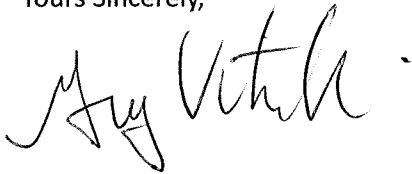
SUBJECT: Block Party Request

To Whom It May Concern:

The High Street neighborhood is requesting permission from the Office of the Board of Selectmen, to hold its annual block party on Saturday, September 21st (rain date September 22nd). As we have done in previous years the event would occur along High Street between Reynolds and Atherton Streets.

We appreciate your time in considering this request.

Yours Sincerely,

A handwritten signature in black ink, appearing to read "Greg Vitarelli". The signature is fluid and cursive, with a small dot at the end.

Greg Vitarelli
33 High Street
Natick, MA 01760
508-315-3072
greg.vitarelli@gmail.com
Member, Town Meeting, Precinct 8



Donna Donovan <ddonovan@natickma.org>

Re: Block Party

1 message

Brian Lauzon <lauzon@natickpolice.com>
To: Donna Donovan <ddonovan@natickma.org>

Mon, Jul 29, 2019 at 12:19 PM

Donna,

After review we would 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.
- High Street to be closed at Reynolds Avenue and then again at Atherton Street.

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

On Mon, Jul 29, 2019 at 11:56 AM Donna Donovan <ddonovan@natickma.org> wrote:

Donna Donovan
Senior Executive Assistant
Town of Natick
508-647-6410

----- Forwarded message -----

From: **Greg Vitarelli** <greg.vitarelli@gmail.com>
Date: Mon, Jul 29, 2019 at 11:52 AM
Subject: Re: Block Party
To: Donna Donovan <ddonovan@natickma.org>

Hi Donna -

Every year I leave something out.

12pm-6pm

Thank you!
Greg.

On Mon, Jul 29, 2019 at 11:26 AM Donna Donovan <ddonovan@natickma.org> wrote:

Hi Greg,

We received your request to hold a block party on Sept. 21st (rain date Sept. 22) however it does not indicate the hours of the party. Will you please let me know your start and end time.

Thank you.

Donna Donovan
Senior Executive Assistant
Town of Natick
508-647-6410

--

Greg Vitarelli
greg.vitarelli@gmail.com
Mobile +1 617 455 9627

ITEM TITLE: Approve Keefe Technical H.S. Banner 11/11/19-11/25/19
ITEM SUMMARY:

ATTACHMENTS:

| Description | Upload Date | Type |
|-------------|-------------|------------|
| Request | 8/1/2019 | Cover Memo |



Patricia O'Neil <poneil@natickma.org>

Keefe Technical High School Banner

1 message

Faith Chrisom <fchrisom@jpkeefehs.org>
To: Patricia O'Neil <PONEIL@natickma.org>

Tr

Good Morning Trish,

We just spoke regarding hanging a banner in Natick for our annual **Open House/Career Night on NOV, 21st**. You told me the **banner** will go up on **Nov 11th** and **Nov 25th** unless someone else requests one of those weeks. If that happens we will choose **Nov 11th** week.

The event is hosted for Natick middle school students and their families. The banner will say the following:

Keefe Tech Career Night/Open House
Middle School Students and Families
Wednesday, November 21st
5:30pm to 8:00pm
Choices, Opportunities, Results

Thank you , Faith

--

Faith Chrisom
Admissions Counselor/Career Specialist
Keefe Regional Technical School, [750 Winter Street Framingham, Ma](#)
FChrisom@jpkeefehs.org

ITEM TITLE: Reappoint David Lodding to the Open Space Advisory Committee
ITEM SUMMARY:

ATTACHMENTS:

| Description | Upload Date | Type |
|------------------------------|--------------------|-------------|
| Packet-Term Ending 6/30/2022 | 8/1/2019 | Cover Memo |



OPEN SPACE ADVISORY COMMITTEE

BOARD DETAILS



OVERVIEW



SIZE 7 Seats



TERM LENGTH 36 Months



TERM LIMIT

Overview

Established by Article 32 of the Natick Town By-Laws, "The Open Space Advisory Committee shall be an advisory body and a resource to the Board of Selectmen in carrying out the major goals outlined in the Natick Open Space and Recreation Plan and in revising the Natick Open Space and Recreation Plan as needed to comply with federal and Commonwealth of Massachusetts requirements and guidelines.

Open Space & Recreation Plan

The Open Space Advisory Committee worked with various Town boards and commissions and the public to update Natick's Open Space and Recreation Plan. The plan sets forth the towns open space and recreation goals for the next seven years. On December 22, 2012, the state Office of Energy and Environmental Affairs granted final approval to the plan.

Comments, questions, and concerns may be sent by [via email](#).



DETAILS

ENACTING RESOLUTION

**ENACTING RESOLUTION
WEBSITE**



OPEN SPACE ADVISORY COMMITTEE

BOARD ROSTER



DOUG DRENIK

3rd Term Jul 01, 2019 - Jun 30, 2022

Appointing Authority Board of Selectmen
Position Member



TERRI EVANS

4th Term Jul 01, 2017 - Jun 30, 2020

Appointing Authority Board of Selectmen
Position Planning Board Representative



MARTIN KESSEL

6th Term Jul 01, 2018 - Jun 30, 2021

Appointing Authority Board of Selectmen
Position Chair



DAVID LODDING

2nd Term Jul 01, 2016 - Jun 30, 2019

Appointing Authority Board of Selectmen
Position Member



DAVID W ORDWAY

1st Term Jan 28, 2016 - Jun 30, 2018

Appointing Authority Board of Selectmen
Position Recreation & Parks Commission Representative



DOUGLAS SHEPARD

1st Term Jan 28, 2016 - Jun 30, 2018

Appointing Authority Board of Selectmen
Position Conservation Commission Representative



MARY STUART

1st Term Aug 08, 2017 - Jun 30, 2020

Appointing Authority Board of Selectmen
Position Member

Profile

David

First Name

Lodding

Last Name

davidlodding@hotmail.com

Email Address

30 Pleasant Street

Street Address

Suite or Apt

Natick

City

MA

State

01760

Postal Code

What Precinct do you live in? *☒ Precinct 10

Home: (508) 653-5245

Primary Phone

Mobile: (508) 735-8097

Alternate Phone

Employer

Job Title

Applicants are encouraged to attend or read the minutes of several meetings of the body to which they are applying, if possible.

Which Boards would you like to apply for?

Open Space Advisory Committee: 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:**

Member of Open Space Advisory Committee since 2014.

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?

I have a keen interest in nature, conservation and outdoor activities. As a member of the OSAC I have gained knowledge about open space and land use issues within the Town of Natick. As a resident of Pleasant Street I consider Lookout Farm to be part of my neighborhood. I would like to be able to contribute to the oversight of that property.

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.

Experience learned from a career or business management and ownership

Please list any professional affiliations.

Let us know what other specialized interests or hobbies you might have.

Applicants are encouraged to upload a resume, accepted file types are listed below.

[Upload a Resume](#)

ITEM TITLE: Accept Donation of Electric Vehicle Charging Station \$8,785

ITEM SUMMARY:

ATTACHMENTS:

| Description | Upload Date | Type |
|----------------------------|-------------|------------|
| Memo from J. Martin Wilson | 8/1/2019 | Cover Memo |

Memorandum



To: Natick Board of Selectmen
CC: Melissa Malone, Town Administrator
William Chenard, Deputy Town Administrator, Operations
From: Jillian Wilson Martin, Sustainability Coordinator
Date: June 28, 2019
Subject: Request to Accept Donation of EV Charging Station

Dear Natick Board of Selectmen:

Horizon Solutions wishes to donate a ChargePoint electric vehicle (EV) charging station, valued at \$8,785, to the Town of Natick for use at the Cole Recreation Center. Unlike our existing three chargers, the ChargePoint station will have retractable cords and will provide a mechanism for charging customers for its use.

We respectfully request the Board accept the donation of this charging station, which we expect will be installed by the end of September 2019.

Background

Acceptance of this donation would work in tandem with Natick's long term goal: to install an EV charging station in every municipal parking lot. In pursuit of this goal, the Town is working to take advantage of the Eversource EV Make Ready Program, in which Eversource is paying to install 4,000 charging stations across the state. This program is focused on the installation costs (e.g., trenching, adding bollards), but doesn't cover the cost of the equipment (charging station). The program is especially valuable as installation costs account for the largest portion of siting an EV charger.

The Town plans to fund the installation of the majority of future municipal charging stations through the Make Ready Program, and to identify price points (or a range of price points based on the day/time of use) that will result in a cost neutral or revenue positive program for the Town. We are happy to present to the Board on this working plan at a future meeting.

Note, Natick currently works with Horizon, which is designated as a utility-preferred vendor by Eversource, on LED lighting conversion projects in municipal buildings. Horizon is also the utility-preferred vendor for the Make Ready Program and this project will help meet their quota of new installs.

ITEM TITLE: Hunnewell Field

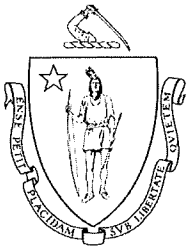
ITEM SUMMARY:

ITEM TITLE: Selectmen's Correspondence

ITEM SUMMARY:

ATTACHMENTS:

| Description | Upload Date | Type |
|-----------------------|--------------------|-------------|
| Corr from AG's Office | 8/1/2019 | Cover Memo |
| Corr #2 | 8/2/2019 | Cover Memo |



THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE ATTORNEY GENERAL
ONE ASHBURTON PLACE
BOSTON, MASSACHUSETTS 02108

MAURA HEALEY
ATTORNEY GENERAL

(617) 727-2200
(617) 727-4765 TTY
www.mass.gov/ago

July 29, 2019

Ronald Alexander
P.O. Box 81003
Wellesley, MA 02481

RE: Open Meeting Law Complaints

Dear Mr. Alexander:

We understand that on June 20, 2019, you filed two (2) separate complaints with the Natick Board of Selectmen ("Board") alleging a violation of the Open Meeting Law, G.L. c. 30A, §§ 18-25. The Board is required to notify our office of the complaints and any remedial action taken to address the complaints. G.L. c. 30A, § 23(b); 940 CMR 29.05(5). Our office received notification and a response from the Board on July 9, 2019.

Under the Open Meeting Law, our office may only review your complaints after 30 days have passed from the time you first filed your complaints with the Board. G.L. c. 30A, § 23(b); 940 CMR 29.05(7). After 30 days have passed since you filed your complaints with the Board, you may file requests with our office for further review of your complaints.

Thirty days have now passed since you first filed your complaints with the Board. You may file your complaints for further review with our office up until 90 days have passed since the alleged violation date. If you wish to request further review of your complaints, we must receive your requests for further review and a copy of the initial complaints by **September 16, 2019**. If we do not receive requests from you for further review by that date, we will presume that the action taken by the Board was sufficient and will close these files.

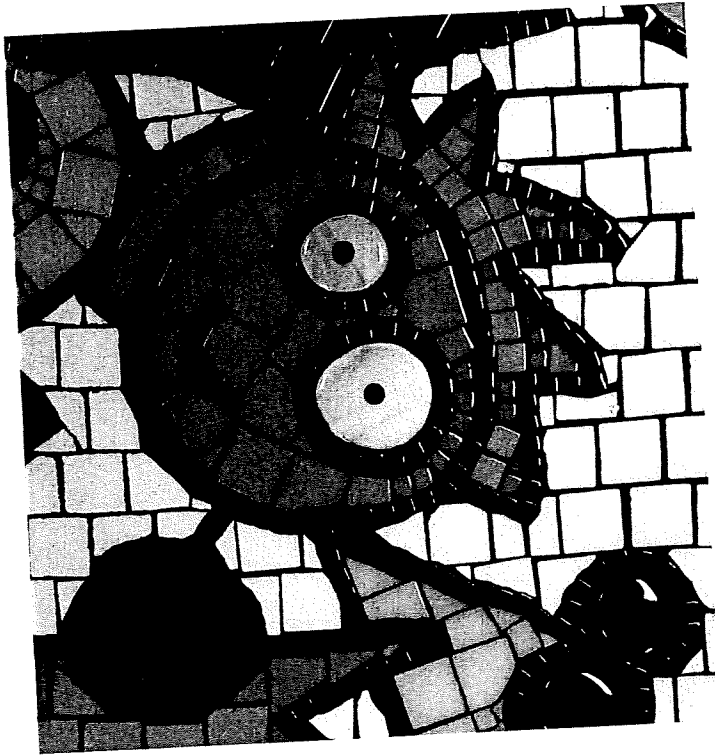
Please feel free to contact us if you have any questions about the Open Meeting Law complaint process.

Sincerely,

A handwritten signature in cursive script that reads "Mira Netsky".

Mira Netsky
Paralegal
Division of Open Government

cc: Karis L. North, Esq., Murphy, Hesse, Toomey & Lehane, LLP
Natick Board of Selectmen



*Smiling Faces Community
Mosaic Project
12' x 4.5'*

*Recycled Glass Tile &
Custom Fused Glass*

*Fair & Yeager Insurance
Building, Natick Center*

A Collaborative Artistic Journey

*Amy R. Steinmetz &
Carol A Krentzman*

artiznow.net

carolkrentzman.com

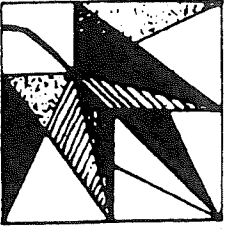
Thank you!

Dear Town Administration & Board
of Selectmen,

Thank you for all you do for
us every day to make our
town so special. And thank
you for all pulling together in
challenging times and helping
us through!

Sincerely -
Carol & David Krentzman

Nellie & Ben
Goodman



Nancy Halpern
14 Waban Street
Natick, Mass. 01760

The Board of Selectmen
The Planning Board
Town Hall
Natick, MA 01760

July 30, 2019

The July 22, 2019 fire that destroyed a block in the dead center of Natick was indeed terrible, but with intelligent planning much good can come of it.

What does downtown Natick need? William Whyte (master-mind of Boston's Faneuil Hall Market) would say that it needs small, street-level stores with pedestrian appeal. Friends and neighbors have offered many suggestions. Of course we want Iron Horse and Nancy Kelley back again. The remaining Pond Street businesses set a good example for what we'd like to see.

How about a Jewish deli, a gelateria, a used-clothing store, a classy used-book store, a fix-it shop (like the much-missed Mr. Natick Vacuum Cleaner), a tailor (Mr. Fici?), a small hardware store, a small stationery store for desk supplies and postcards, and a pharmacy to fill prescriptions.

Add your own ideas to this list! Must we have yet another bank? We need small-business-owned enterprises for services, simple necessities, and interesting food.

Rebuild the upper floors so the new building is no longer a "missing thumb," and so that it will harmonize with the scale of our downtown. Put in housing (and parking for same) to make this economically feasible. Bring downtown Natick back to life.

Sincerely yours,

Nancy Halpern
508/665-4796